PALMDALE
a place to call home

CITY COUNCIL
REVISED
ADJOURNED REGULAR MEETING
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, JANUARY 22, 2025
5:00 pm
www.cityofpalmdaleca.gov

WELCOME

Mayor Loa will be participating via Zoom from Holiday Inn National Airport, 2650 Jefferson Davis Highway, Arlington, Virginia 22202

1. **CALL MEETING TO ORDER**

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

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

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

4. **PRESENTATIONS**

   4.1 Presentation update from Economic and Community Development - Planning and Building and Safety Divisions.
   PPT Planning and Building and Safety Divisions-2025.pdf

PUBLIC COMMENT RULES

"(California Government Code Section 54954.3).
(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter

jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2 [section omitted].

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

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

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

5. **PUBLIC COMMENTS**

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

6. **CONSENT CALENDAR**

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

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

6.2 Adopt Resolution No. CC 2025-004, a Resolution of the City Council of the City of Palmdale stating the City's Investment Policy and repealing Resolution No. CC 2024-009, and Adopt Resolution No. CC 2025-005, a Resolution of the City Council of the City of Palmdale stating the Investment Policy for City contributions to the Retiree Health Reimbursement Arrangement (HRA) Plan and the Retiree Health Premium Supplement (HPS) Plan and repealing Resolution No. CC 2024-

010.
SR Investment Policies.docx
Reso. No. CC 2025-004 City Investment Policy.docx
Reso. No. CC 2025-005 Retiree Investment Policy.docx

6.3 Adopt Resolution No. CC 2025-008, a Resolution of the City Council of the City of Palmdale, adopting an amended Conflict of Interest Code containing revised designated positions and disclosure categories, and repealing all prior resolutions.
SR Reso. No. CC 2025-008 Conflict of Interest Code.docx
Reso. No. CC 2025-008 Conflict of Interest.docx
Exh A Reso. No. CC 2025-008.pdf
Appx A Reso. No. CC 2025-008.pdf

6.4 Approve Requisition No. 250807 with National Auto Fleet Group in an amount not to exceed $339,030 for the purchase of six (6) public safety vehicles.
SR Requisition No. 250807 with National Auto Fleet Group.docx
Req. No. 250807 with National Auto Fleet Group.pdf
Sourcewell Contract No. 091521-NAF.pdf

6.5 Approve Agreement with Nash Construction Services Inc., for tenant improvements for PN 907, Aero Building Project, for a total not to exceed amount of $280,921 for a term of 80 working days from the date of the Notice to Proceed.
SR Agrmt No. A-9192 with Nash Construction Services Inc.docx
Agrmt No. A-9192 with Nash Construction Services Inc.pdf

6.6 Approve the minutes from the previous meetings.
Mins 12 18 2024.pdf
Mins 01 08 2025.pdf

7. PUBLIC HEARING

7.1 Adopt Ordinance No. 1651, an Ordinance of the City Council of the City of Palmdale approving Time Extension 24-0006 and Major Modification 24-0008, and finding that the proposed project is consistent with the previously adopted Mitigated Negative Declaration.
SR MOD 24-0008.docx
Ord. No. 1651.docx
Ord. No. 1610.pdf
Ord. No. U-1582.pdf
Reso. No. PC-2006-076.pdf
Reso. No. PC-2017-001.pdf
Reso. No. PC 2020-044.pdf
Reso. No. PC-2024-024 (TTM 60500) MOD24-0008 Final.pdf
Previously adopted MND.pdf

7.2 Adopt Ordinance No. 1648, an Ordinance of the City Council of the City of Palmdale approving Antelope Valley Commerce Center Specific Plan 22-001 and Zone Change 22-001 and Adopt Resolution No. CC 2025-002, approving General Plan Amendment 22-001, Tentative Parcel Map 83738, Site Plan Review 22-008, and a form of Development Agreement 22-001, Certification of the Environmental Impact Report (State Clearinghouse No. 2022090009), and adoption of the Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations.

SR AVCC SP.docx
Ord. No. 1648.docx
EXH F - Ord. No. 1648 - AVCC Specific Plan.pdf
Reso. No. CC 2025-002.docx
Exh J Reso. No. CC 2025-002 AVCC Final EIR.pdf
Exh K Reso. No. CC 2025-002 Findings of Fact Statement of Overriding Considerations - AVCC.pdf
Reso No. PC-2024-027 Final.pdf
AVCC Draft DA.pdf
TPM 83738.pdf
TPM 83738 Phasing Plan.pdf
Phase 1 Plans.pdf
AVCC MMRP.pdf

8. **CITY MANAGER'S REPORT**

9. **SHERIFF'S REPORT**

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

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

12. **ADJOURN** meeting to February 18, 2025, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations
In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

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

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT



PLANNING DIVISION



Roles and Responsibilities

- PROCESS PLANNING AND BUSINESS LICENSE APPLICATIONS
- ENVIRONMENTAL REVIEW
- PLAN REVIEW
- DEVELOPMENT ADVISORY BOARD MEETINGS
- FIREWORK BOOTH OUTREACH AND PERMITS
- PLANNING COMMISSION

Lighthouse Award Recipient for 2024



Planning Division Statistics 2024

Inquiry Type	No.
Calls	5,491
Counter Visits	3,239
Emails	6,129

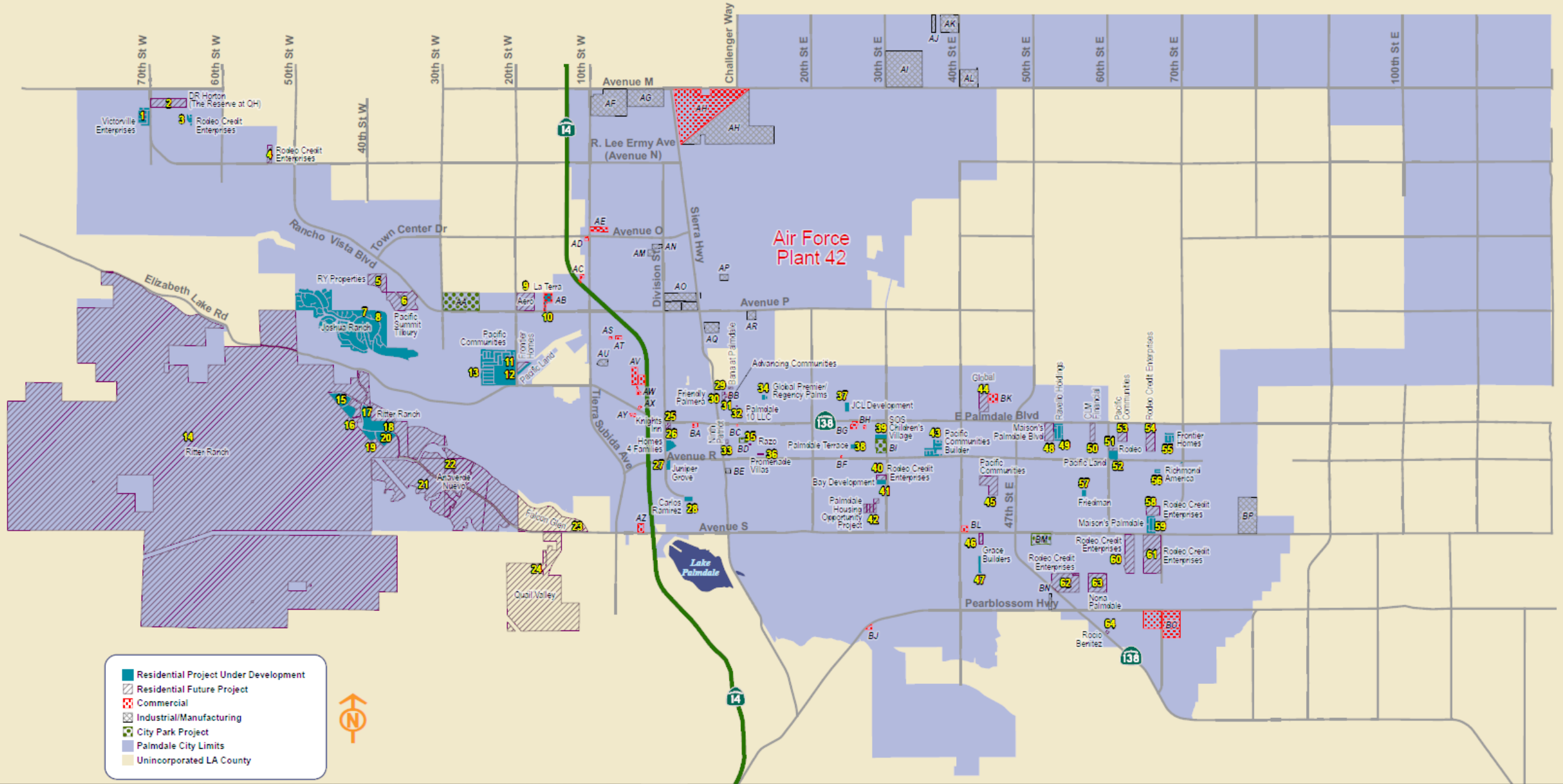
Application Type	No.
New Business License	1,485
Business License Renewal	6,767
New Business Permits	12
Business Permit Renewal	149

Statistics Continued

Application Type	No. Received / SF / Units
Total Applications	967
Pre-Applications	59
Zone Clearance	658
SFR under review	1,034 units
SFR entitled	339 units
Multi-Family under review	205 units
Multi-Family entitled	278 units
Commercial under review	584,798 square feet
Commercial entitled	16,200 square feet
Industrial under review	5,207,717 square feet
Industrial entitled	2,784,835 square feet
EIRs	3
Environmental Documents	15

CITY OF PALMDALE

CURRENT DEVELOPMENT





Planning Process Timeline

- Provides applicants with a general overview of the Planning process including State mandated timelines and noticing requirements.

CÓDIGO DE ZONIFICACIÓN DE PALMDALE

UNIDADES DE VIVIENDA ACCESORIAS



Source: City of San Jose Planning Department

A continuación se proporciona una descripción general de las unidades de vivienda accesorias (ADU, por sus siglas en inglés), los diferentes tipos y formas que existen y cómo funcionan en la ciudad. Encuentre normas de desarrollo, el proceso de revisión y las respuestas a preguntas frecuentes sobre el desarrollo de ADU.

GLOSARIO

Estructura accesoria: una estructura no habitable habitualmente incidental y subordinada a una estructura o uso principal en el mismo lote. Los ejemplos incluyen cobertizos, gazebos, garajes y similares.

ADU: una unidad de vivienda residencial adicional, independiente o adjunta, que proporciona instalaciones habitables independientes completas para una o más personas en la misma parcela que una unidad unifamiliar.

REFERENCIAS DE CÓDIGO

- **PMC 17.26.030** (Zoning Clearance Review)
- **PMC 17.37.010** (Detached Single Family Residential Standards)
- **PMC 17.91.010.F** (Accessory Dwelling Unit and Junior Accessory Dwelling Unit Standards)

Qué es una ADU?

Una ADU es una unidad de vivienda residencial adicional, independiente o adjunta, que proporciona instalaciones habitables independientes completas para una o más personas. La unidad puede incluir provisiones permanentes para vivir, dormir, comer, cocinar y saneamiento en la misma parcela donde se encuentra la unidad unifamiliar.

Se puede crear una ADU a través de nuevas construcciones, adiciones de edificios o conversión de espacios existentes (por ejemplo, la conversión de un ático o garaje independiente en una ADU). Las estructuras accesorias no se consideran unidades de vivienda accesorias.



CONVERSIÓN

Espacio convertido dentro de una casa unifamiliar o estructura accesoria (por ejemplo, garaje)

Tipos de ADU

ADU adjunta

Las ADU adjuntas están adosadas pero separadas de la residencia principal y pueden incluir instalaciones de cocina y baño independientes.

ADU independiente

Las ADU independientes están separadas de la residencia principal e incluyen instalaciones de cocina y baño independientes.

Junior ADU (JADU)

Las JADU no tienen más de 500 pies cuadrados y se crean dentro de las paredes de una vivienda unifamiliar existente o propuesta. Las JADU contienen una cocina básica y pueden compartir sistemas centrales o instalaciones de baño con la residencia principal.

Nueva construcción **Espacio convertido**



ADJUNTA

Una nueva unidad adjunta a una casa unifamiliar (puede incluir espacio convertido)



INDEPENDIENTE

Nueva unidad separada con casa unifamiliar



JADU

Unidad más pequeña de hasta 500 pies cuadrados en una casa unifamiliar



MULTIFAMILIAR

Una unidad nueva independiente, reconvertida o adjunta con un edificio multifamiliar

CÓDIGO DE ZONIFICACIÓN DE PALMDALE

MUROS Y CERCAS



A continuación se proporciona una guía para la instalación o modificaciones de cercas y muros. Consulte la sección 17.86.040 (Wall and Fences) del Código Municipal de Palmdale (PMC) para conocer las regulaciones completas sobre cercas y muros.

GLOSARIO

Berma: Montículo o terraplén de tierra.

Retranqueo: la distancia horizontal mínima requerida desde el punto más cercano de la línea de propiedad delantera, lateral o trasera de la parcela hasta la estructura, área de estacionamiento u otro elemento designado más cercano.

CODE REFERENCES

- **PMC 17.16** (Definitions)
- **PMC.17.23** (Variances and Minor Exceptions)
- **PMC.17.37.030** (Residential Sports Courts)
- **PMC.17.82.070** (Safety Visibility Areas Restrictions)
- **PMC.17.86.040** (Walls and Fences)
- **PMC.17.86.040.C** (Walls and Fences)

¿Cuándo se requiere un permiso?

Solo se requiere un permiso de construcción para construir una cerca o un muro de más de 6 pies de altura o un muro de contención de más de 3 pies de altura.

¿A qué altura puedo construir mi cerca o muro?

A menos que se especifique lo contrario o según la sección PMC 17.82.070 (Safety Visibility Area Restrictions), las cercas, los muros y las estructuras de protección similares se limitarán a una altura máxima como se ve en la Tabla 1.

Tabla 1. Alturas de cercas y muros por zona

Ubicación	Retranqueo delantero	Retranqueo del lado de la calle	Retranqueo interior lateral/trasero
Zonas residenciales/ de uso mixto	• Muro/cerca/seto que oscurece la vista: 3 pies máx. • Cercado de vista abierta: 5 pies máx.	6 pies para un muro, una cerca o un seto que obstruya la vista. Se permite 1 pie adicional (máx. 7 pies) si la parte de más de 6 pies es una cerca de vista abierta.	6 pies para un muro, una cerca o un seto que obstruya la vista. Se permite 1 pie adicional (máx. 7 pies) si la parte de más de 6 pies es una cerca de vista abierta.
	• En lotes residenciales ≥ 20000 pies cuadrados: cerca de vista abierta de 6 pies máx. (cualquier puerta para vehículos debe tener un retranqueo de 20 pies como mínimo)		
Zonas Comerciales/ de oficinas	• Muro/cerca/seto que obstaculice la vista: 3 pies máx. • Cercado de vista abierta: 5 pies máx.	6 pies para un muro, una cerca o un seto que obstruya la vista. Se permite 1 pie adicional (máx. 7 pies) si la parte de más de 6 pies es una cerca de vista abierta.	
Zonas Industriales	• Muro/cerca/seto que obstaculice la vista: 3 pies máx. • Cercado de vista abierta: 5 pies máx.	8 pies máx.	
Lotes baldíos y abandonados	• Cercado de vista abierta: 6 pies máx.	6 pies máx.	

Contact Information

Planning Division: 661/267-5200

planningdiv@cityofpalmdaleca.gov

Business License: 661/267-5434

businesslicense@cityofpalmdaleca.gov

BUILDING AND SAFETY DIVISION



Roles and Responsibilities

PROCESS BUILDING PERMIT APPLICATIONS AND PAYMENTS

PLAN REVIEW

BUILDING INSPECTIONS

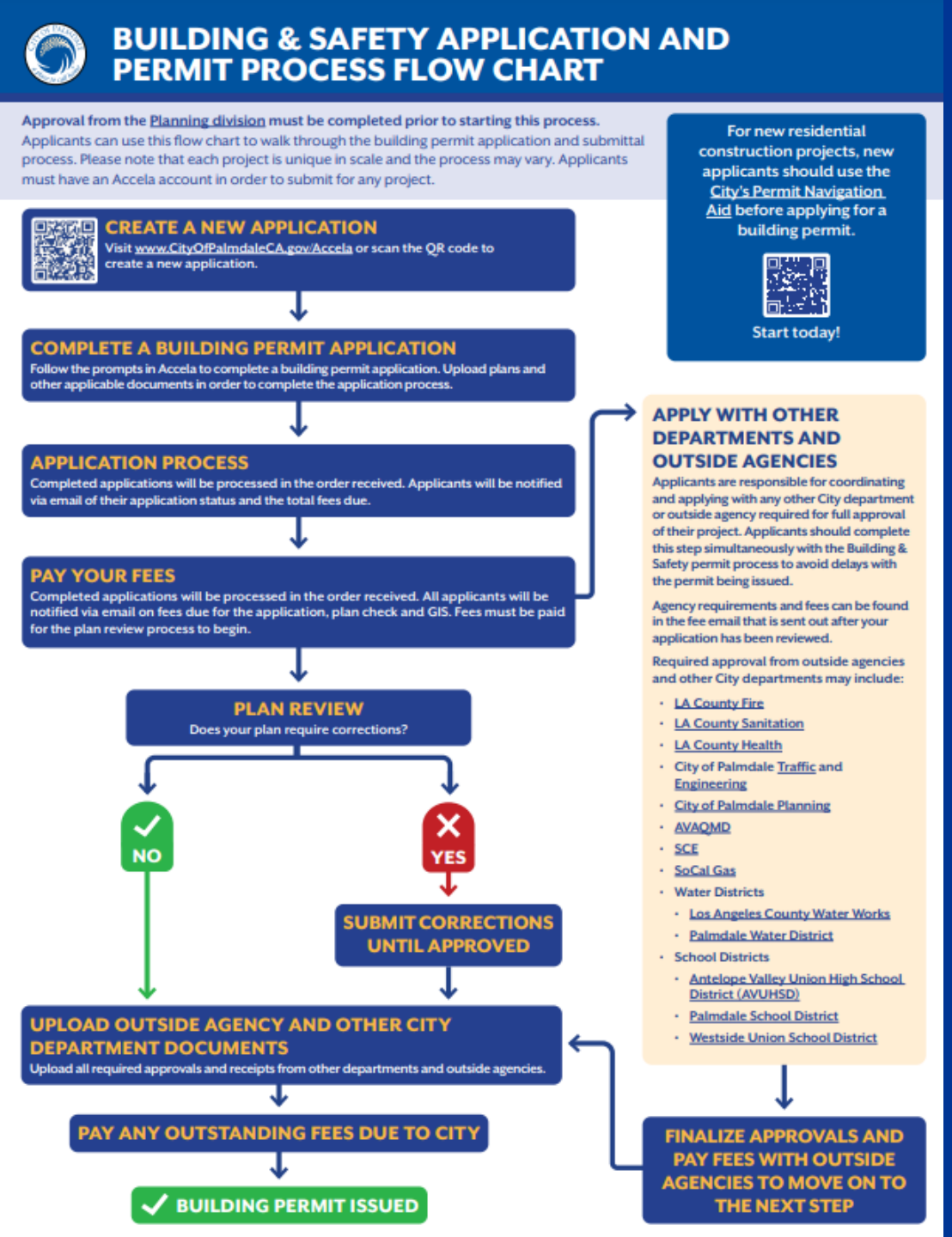
PARTICIPATE IN DEVELOPMENT ADVISORY BOARD MEETINGS

COORDINATE WITH DEVELOPERS AND ASSIST CUSTOMERS OVER THE COUNTER

MAINTAIN COMPLIANCE WITH FEDERAL AND STATE LEGISLATION

Building and Safety Statistics 2024

Applications Processed	Plan Reviews	Inspections Performed
6,237	3,117	15,637



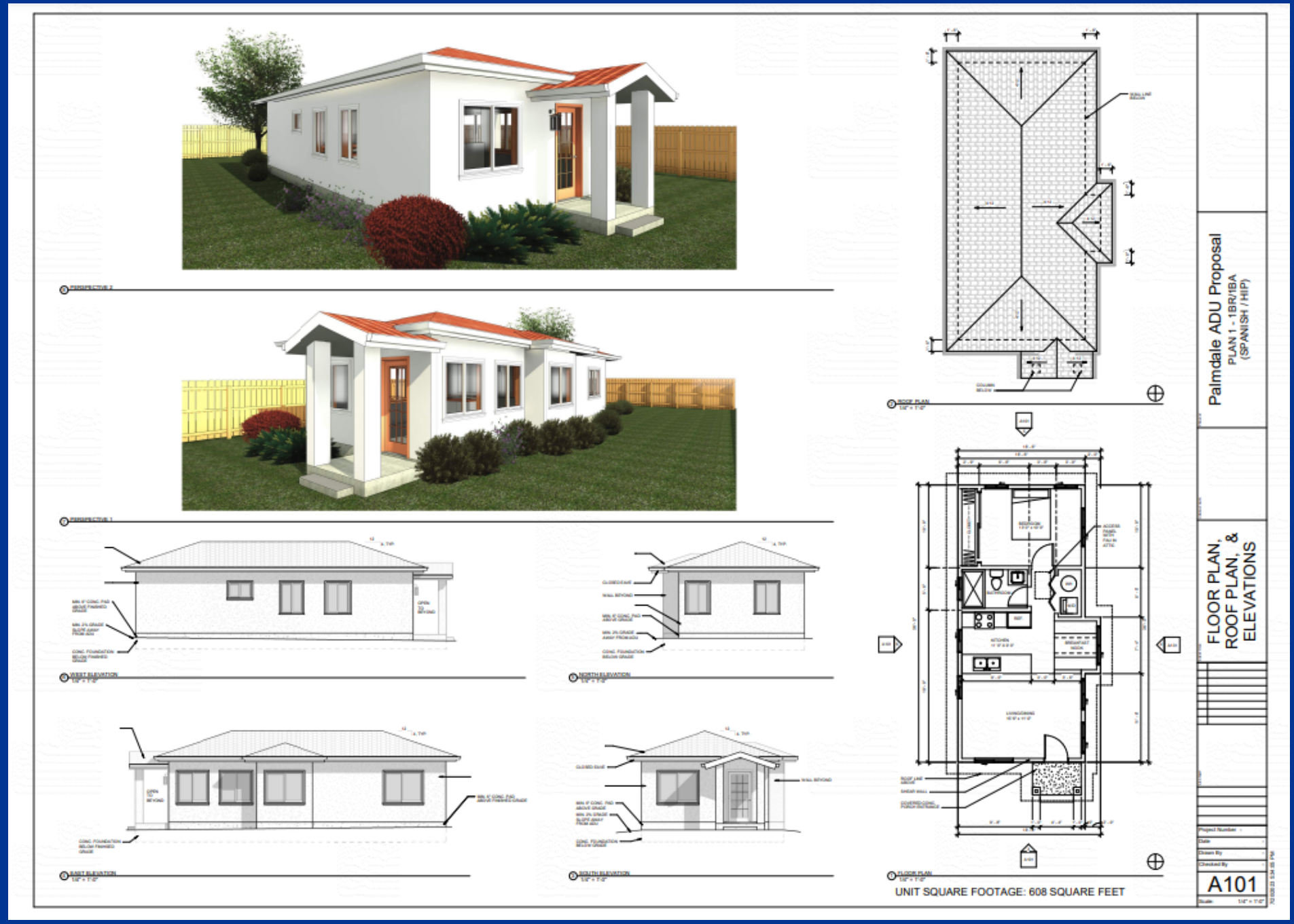
Building Permit Process Flow Chart

Provides applicants with step-by-step guide for all project types, assisting to:

- Streamline the process
- Improving communication
- Enhancing efficiency
- Providing essential resources

AB 1332 Compliance – Preapproved ADU Program

- Streamlines approval for ADU preapproved plans
- 30-day review for detached ADUs using preapproved or previously approved plans
- Approved conceptual renderings provided by the City
- Pre-approved construction plans available for use



COMPLETED PROJECTS



Transwestern Legacy Lane



Phase 1- Trader Joe's Distribution Center


DISCOUNT
BOB'S FURNITURE
MATTRESSES
NOW OPEN
Oh my Bob!

COMING IN 2025




Mister
Mister Car Wash


Juniper Valley Multi-Family Residence



TownPlace Suites by Marriott


HYUNDAI
Together California



DR Horton at 70th West and Avenue M

City Council Staff Report

DATE: **JANUARY 22, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-004, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE STATING THE CITY'S INVESTMENT POLICY AND REPEALING RESOLUTION NO. CC 2024-009, AND ADOPT RESOLUTION NO. CC 2025-005, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE STATING THE INVESTMENT POLICY FOR THE CITY CONTRIBUTIONS TO THE RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN AND THE RETIREE HEALTH PREMIUM SUPPLEMENT (HPS) PLAN AND REPEALING RESOLUTION NO. CC 2024-010**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2025-004 stating the Investment Policy for the City of Palmdale and repeal Resolution No. CC 2024-009; and,

2. Adopt Resolution No. CC 2025-005 stating the Investment Policy for City contributions to the Retiree Health Reimbursement Arrangement (HRA) Plan and the Retiree Health Premium Supplement (HPS) Plan and repealing Resolution No. CC 2024-010.

BACKGROUND

Senate Bills 866 and 564 were signed into law in 1995 to provide additional requirements on public agency investments. SB 866 added to California Government Code Section 53600, Section 53600.3 (the "prudent investor" standard) and Section 53600.5 mandating and prioritizing three objectives of investing public funds (i.e., safety, liquidity, and yield) and Section 53600.6 declaring the deposit and investment practices of local agencies to be an issue of statewide concern. SB 564 also repealed and rewrote California Government Code Section 53646, mandating cities and other local agencies

to adopt a written investment policy and submit it to the legislative body of the local agency. Further, this policy and any changes shall be considered at least annually at a public meeting. SB 564 also required quarterly reports concerning financial holdings, a statement of compliance along with the report and a statement concerning the ability to meet cash flow needs in the ensuing six months that must be filed with the agency's governing body.

DISCUSSION

The City Council adopted Resolution No. CC 2024-009 and Resolution No. CC 2024-010 on January 24, 2024, stating the City's Investment Policy and the Investment Policy for City contributions to the Health Reimbursement Arrangement Plan (HRA) and the Retiree Health Premium Supplement (HPS) Plan. The City reviews the Investment Policies annually and makes changes where necessary.

The attached Investment Policies are presented to the Council for annual approval pursuant to SB 564. There are no substantive changes to the policies.

FISCAL IMPACT

$0; There is no fiscal impact associated with the recommended actions for this report.

STRATEGIC PLAN

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

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

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

ATTACHMENTS

Reso. No. CC 2025-004 City Investment Policy
Reso. No. CC 2025-005 Retiree Investment Policy

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE STATING THE CITY'S INVESTMENT POLICY AND REPEALING RESOLUTION NO. CC 2024-009.

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

SECTION 1. Purpose

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

SECTION 2. Scope

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

2.1 General Fund

2.2 Special Revenue Funds

2.3 Capital Project Funds

2.4 Proprietary Funds

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

SECTION 3. Prudence

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

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

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

SECTION 4. Objectives

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

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

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

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

SECTION 5. Delegation of Authority

California Government Code Section 53607 provides the authority for the legislative body of the local agency to invest the funds of the local agency or to delegate the full responsibility to the City Treasurer. The Director of Operations, as City Treasurer, delegates this authority to the Deputy City Treasurer. In the absence of the Director of Operations and Deputy City Treasurer, authority to invest funds may be delegated to the Finance Manager or Senior Analyst. Section 53607 of the State of California Government

Code limits the authorization of the legislative body to delegate investment authority to a one-year period, renewable annually.

5.1 City Council: By adoption of this policy, the City Council has authorized the City Treasurer to invest City surplus funds in accordance with California Government Code Section 53600, et. seq. and to invest Agency bond or COP proceeds in accordance with California Government Code Section 5922(d) and 53601(I). The delegation of authority to the City Treasurer shall remain in effect until it expires or is revoked, whichever occurs first. The City Treasurer shall make a monthly report to the City Council of all transactions made pursuant to this delegation of authority.

5.2 City Treasurer: The City Treasurer or designee will execute investment transactions on a daily basis in accordance with this policy. The City Treasurer has established a system of controls and segregation of responsibilities for investment functions to ensure the maintenance of internal control over the investment function.

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

SECTION 6. Ethics and Conflicts of Interest

The Director of Operations and other employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program or which could impair their ability to make impartial investment decisions. The Director of Operations and other employees involved in the investment process shall disclose any material interests in financial institutions with which they conduct business within their jurisdiction, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment portfolio and shall refrain from personal investment transactions with the same individual or firm with whom business is conducted on behalf of the City.

The Director of Operations and other employees involved in the investment process are required to file annual disclosure statements as required by the Fair Political Practices Commission. During the course of the year, if there is an event subject to disclosure that could impair the ability of the Director of Operations or investment employees to make impartial decisions, the City Council will be notified in writing within ten (10) days of the event.

SECTION 7. Authorized Financial Dealers and Institutions

7.1 The City shall transact business only with issuers, banks, savings and loans, and registered securities dealers. The City Treasurer shall maintain a listing of financial institutions authorized to provide investment services to the City.

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

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

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

7.5 The signatures of two individuals shall be required for the opening and closing of any bank account and broker account (as defined in the Palmdale Municipal Code Section 3.14.020). The Accounting Officer, who is independent of the investment function, shall keep a record of all opened and closed accounts. On an annual basis, the Accounting Officer shall provide this list of accounts to the City's independent auditor.

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

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

SECTION 8. Authorized and Suitable Investments for Surplus Funds

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

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

8.2 Bank of America Cash Management Sweep Agreement.

8.3 U.S. Government: United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no

limitation as to the percentage of the portfolio invested in this category. The maturity of these investments shall not exceed five years without the prior approval of the Investment Oversight Committee.

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

8.5 Municipal Obligations: Bonds, notes, warrants, or other evidence of indebtedness of the State of California or of any local agency within the State of California. A maximum of 10 percent may be invested in municipal obligations. The maturity on these investments shall not exceed State investment guidelines of five years without the prior approval of the Investment Oversight Committee. In addition, the issuer itself must meet the minimum State investment guidelines of having a minimum credit rating of “A” or equivalent by two of the three major rating agencies (Moody’s, Standard & Poor’s, and Fitch).

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

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

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

If a local bank does not have two ratings from two of the three rating agencies that are double AA or higher (Moody’s, Standard & Poor’s, and Fitch), then the City Treasurer will use alternative methods to determine the financial strength of the local bank when

depositing over $250,000. The alternative methods will include a review of the latest three-year earnings trend and a review of the ratios showing bank capital as a percentage of weighted assets and average assets. These ratios are shown in the audited annual report for each bank and will be reviewed annually. The Federal Deposit Insurance Corporation (FDIC) issues standards for the determination of well-capitalized.

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

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

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

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

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

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

8.13 Permitted Investments Summary:

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements
Demand Deposits with Bank of America or Wells Fargo Bank	N/A	$2 million each or $2.5 million in aggregate	N/A
Overnight banks investment pools that invest solely in Investments allowable under this policy	N/A	None	None
U.S. Treasury bonds/notes/bills	5 years	None	None
U.S. Government Agency obligations	5 years	None	None
Municipal Obligations	5 years	10%	“A” rating
Bankers' acceptances	180 days	40%	Federal Reserve eligible
Certificates of deposit	5 years	25%	“AA” rating above $250,000 deposit
Medium-Term Corporate Notes	5 years	15%	“A” rating
Mutual Funds	N/A	15%	“AAA” rating
Local Agency Investment Fund (LAIF) (not to exceed the maximum amount permitted by LAIF, per account)	N/A	None	None
California Asset Management Program (CAMP) (must not exceed 10% of the total CAMP pool)	N/A	None	None

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

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

SECTION 10. Collateral

California Government Code Sections 53652, et seq. requires depositories to post certain types of collateral for public funds above the FDIC insurance amounts. The collateral requirements apply to bank deposits, both active (checking and savings accounts) and inactive (non-negotiable certificates of deposit).

Collateral will always be held by an independent third party with whom the entity has a custodial arrangement. If requested, the City must be supplied with clearly marked evidence of ownership (safekeeping receipt) and retained. The right of collateral substitution is granted.

SECTION 11. Safekeeping and Custody

In accordance with California Government Code Section 53601, all securities owned by the City shall be held in safekeeping by the City’s custodial bank or a third-party bank trust department, acting as an agent for the City under the terms of the custody agreement.

All securities will be received and delivered using a delivery vs. payment (DVP) basis, which ensures that securities are deposited with the third-party custodian prior to the release of funds. Securities held by the third-party custodian will be evidenced by safekeeping receipts and/or bank statements. Investments in the State Local Agency Investment Fund (LAIF) or money market mutual funds are undeliverable and are not subject to delivery or third-party safekeeping.

Investment trades shall be verified against bank transactions and broker confirmation tickets. The custodial asset statement shall be reconciled with the month-end portfolio holdings monthly.

SECTION 12. Diversification

The City will diversify its investments by security type, institution, and maturity date. Concentration limits are set by the State of California Government Code, Title 5, Division 2, Sections 53600, 53601, 53631.5 and 53635, and Section 8 (Authorized and Suitable Investments) of this policy.

SECTION 13. Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities with a final stated maturity date of more than five (5) years from the date of purchase settlement. Any investment of more than five years requires the advance approval of the City Council, in accordance with State law, and the City Manager.

In order to minimize the impact of market risk, most investments will be purchased with the intent to hold to maturity. Investments may be sold prior to maturity for cash flow needs, portfolio rebalancing and/or appreciation purposes, or in order to mitigate portfolio risk by limiting potential losses. However, no investment shall be made based solely on earnings anticipated from capital gains. Due to the uncertain nature of cash flow requirements, a portion of the portfolio should be continually invested in readily available funds.

SECTION 14. Internal Control

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

SECTION 15. Investment Oversight Committee

An Investment Oversight Committee shall be established consisting of the City Manager, City Treasurer, City Attorney, the Mayor, and one annually rotating Council member. Members of the Committee shall serve without additional compensation and shall meet at least quarterly to determine general strategies and to monitor results. The quarterly meetings may be held concurrently with a meeting of the City Council or may be held as a separate meeting. The information provided to the City Council shall be consistent with the information provided to the Investment Oversight Committee. The Committee shall be deemed to have deliberated on and approved the investment strategies, management, and results by participation in the presentation(s) to the City Council. Further, the minutes of the City Council shall serve as the Committee minutes, except pursuant to separate direction of the Committee.

SECTION 16. Performance Standards

The City's investment portfolio shall be maintained to obtain a market average rate of return during various economic cycles. The rate of return will consider the City's constraints on investment risk and the City's cash flow needs.

The City's investment strategy is passive. Given this strategy, the basis used by the City Treasurer to determine whether appropriate and suitable market yields are being achieved shall be to identify a comparable benchmark to the portfolio's investment duration, e.g. the Constant Maturing Two Year Treasury bill index. Benchmarks may change over time depending on the portfolio's duration.

SECTION 17. Reporting

Monthly reports will be made by the City Treasurer, or designee, to the City Council and the City Manager describing the present status of City investments and monies held by the City, as well as summarizing all investment transactions for the month. Schedules in the monthly report should include the following:

- A complete list of investments including the type of investment, name of the issuer, maturity date, par value, book value, and market value.
- The source of market value data.
- The weighted average maturity and yield to maturity of the portfolio.
- Coupon, discount, or earnings rate for each security.
- Percentage of portfolio represented by each investment category.
- A certification of compliance with the Investment Policy.
- A statement denoting the City's ability to meet its anticipated expenditures requirements for the next six months.
- Benchmark comparison

Records of all investment transactions will be kept and filed in the Finance Department in accordance with legal guidelines and records retention policies.

SECTION 18. Investment Policy Adoption

The City Council shall review and adopt the City's investment policy annually. The Investment Committee will review the policy periodically to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return and its conformance with current law, financial and economic trends, and the City's cash flow needs.

SECTION 19. Repeal

Resolution No. CC 2024-009, adopted on January 24, 2024, is hereby repealed in its entirety.

SECTION 20. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 22nd day of January 2025.

_____
Richard J. Loa, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 22nd day of January, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____

_____
Rochelle Scott, City Clerk

GLOSSARY

AGENCIES: Federal agency securities.

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

ASKED: The price at which securities are offered.

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

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

BID: The price offered for securities:

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

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

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

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

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

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

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

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

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

DELIVERY VERSUS PAYMENT: There are two methods of delivering securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment involves exchanging money for the securities, while delivery versus receipt involves exchanging a signed receipt for the securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PORTFOLIO: Collection of securities held by an investor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE STATING THE INVESTMENT POLICY FOR CITY CONTRIBUTIONS TO THE RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN AND THE RETIREE HEALTH PREMIUM SUPPLEMENT (HPS) PLAN AND REPEALING RESOLUTION NO. CC 2024-010.

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

SECTION 1. Purpose

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

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

SECTION 2. Scope

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

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

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

2.3 Investment strategies for this purpose are as follows:

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

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

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

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

SECTION 3. Prudence

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

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

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

SECTION 4. Objectives

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

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

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

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

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

SECTION 5. Delegation of Authority

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

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

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

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

SECTION 6. Ethics and Conflicts of Interest

The Director of Operations and other employees and authorized persons involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program or which could impair their ability to make impartial investment decisions. The Director of Operations and other employees involved in the investment process shall disclose any material interests in financial institutions with which they conduct business within their jurisdiction, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment portfolio and shall refrain from personal investment transactions with the same individual or firm with whom business is conducted on behalf of the City.

The Director of Operations and other employees involved in the investment process are required to file annual disclosure statements as required by the Fair Political Practices Commission. During the course of the year, if there is an event subject to disclosure that could impair the ability of the Director of Operations or investment employees to make impartial decisions, the City Council will be notified in writing within ten (10) days of the event.

SECTION 7. Authorized Financial Dealers and Institutions

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

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

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

7.4 The signatures of two individuals shall be required for the opening and closing of any bank account and broker account (as defined in the Palmdale Municipal Code Section 3.14.020). The Accounting Officer, who is independent of the investment function, shall keep a record of all opened and closed accounts. On an annual basis, the Accounting Officer shall provide this list of accounts to the City independent auditor.

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

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

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

8.2 U.S. Government: United States Federal Agency Securities are backed by the implied support of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. The maturity on these

investments shall not exceed five years without the prior approval of the Investment Oversight Committee.

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

8.4 Certificates of Deposit (CDs): Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 30 percent of the portfolio and to a maximum of 15 percent deposited in any one institution. In addition, time deposits shall be placed in institutions meeting all capital requirements and rated "AA" or higher by two of the three major rating agencies (Moody's, Standard & Poor's, and Fitch) for any deposits over $250,000.

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

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

SECTION 9. Diversification

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

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

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

9.3 Diversification Parameters:

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

*See Section 8 for specific fixed income category parameters

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

SECTION 10. Internal Control

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

SECTION 11. Investment Oversight Committee

An Investment Oversight Committee shall be established consisting of the City Manager, City Treasurer, City Attorney, the Mayor, and one annually rotating Council member. Members of the Committee shall serve without additional compensation and shall meet at least quarterly to determine general strategies and to monitor results. The quarterly meetings may be held concurrently with a meeting of the City Council or may be held as a separate meeting. The information provided to the City Council shall be consistent with the information provided to the Investment Oversight Committee. The Committee shall be deemed to have deliberated on and approved the investment strategies, management, and results by participation in the presentation(s) to the City Council. Further, the minutes of the City Council shall serve as the Committee minutes, except pursuant to separate direction of the Committee.

SECTION 12. Performance Standards

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

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

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

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

12.4 Mutual Fund & Separate Account Performance Metrics:

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

SECTION 13. Watchlist Review

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

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

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

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

SECTION 14. Reporting

The authorized Investment Advisor shall prepare quarterly reports that highlight the current portfolio allocation, time-weighted performance, and any transactions that occurred during the quarter. The advisor will also prepare a quarterly fiduciary review packet that analyzes the plan's current investments against its investment policy statement. The plan's trust provider will also provide monthly trust reports that outline the plan's asset allocation and any transactions that occurred during the month.

SECTION 15. Investment Policy Adoption

The City Council shall review and adopt the City's investment policy annually. The Investment Committee will review the policy periodically to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return and its conformance with current law, financial and economic trends, and the City's cash flow needs.

SECTION 16. Repeal

Resolution No. CC 2024-010, adopted on January 24, 2024, is hereby repealed in its entirety.

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

PASSED, APPROVED and **ADOPTED** this 22nd day of January 2025.

Approved as to form:

_____
William P. Curley, III
City Attorney

_____
Richard J. Loa, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 22nd day of January 2025 by the following roll call vote:

AYES:_____

NOES:_____

ABSTAIN:_____ABSENT: _____

Date: _____ _____
Rochelle Scott, City Clerk

GLOSSARY

AGENCIES: Federal agency securities.

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

ASKED: The price at which securities are offered.

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

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

BID: The price offered for securities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PORTFOLIO: Collection of securities held by an investor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City Council Staff Report

DATE: **JANUARY 22, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-008, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE CONTAINING REVISED DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES, AND REPEALING ALL PRIOR RESOLUTIONS**

RECOMMENDATION

Staff recommends that the City Council:

Adopt Resolution No. CC 2025-008, a Resolution of the City Council of the City of Palmdale, adopting an amended Conflict of Interest Code containing revised designated positions and disclosure categories and repealing all prior resolutions.

BACKGROUND

The Political Reform Act of 1974 (*California Government Code* Section 81000, et seq.), requires the City of Palmdale to adopt a conflict-of-interest code. The Fair Political Practices Commission (FPPC) has adopted a resolution (2 California Code of Resolutions Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code.

In 2022, the City of Palmdale adopted its conflict-of-interest code through Resolution No. CC 2022-026, incorporating the terms of 2 California Code of Regulations Section 18730 by reference along with an appendix setting out which employees, members, and consultants are designated to which disclosure categories.

DISCUSSION

In accordance with *California Government Code* Section 87306.5, the City Attorney has reviewed the current conflict-of-interest code and determined that it is out of date and requires amendments. The proposed amendments to the list of designated positions

attached to the Resolution include additions, deletions, and renaming positions to align with the City's current job classification and duties.

The proposed Resolution addresses these necessary changes and would repeal and replace the current conflict-of-interest code, adopted by Resolution No. CC 2022-026, in its entirety.

FISCAL IMPACT

$0; 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:	William P. Curley, III, City Attorney
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Reso. No. CC 2025-008

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE CONTAINING REVISED DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES, AND REPEALING ALL PRIOR RESOLUTIONS

I. INTENT OF THE CITY COUNCIL

1. The Political Reform Act, Government Code Section 81000 *et seq.,* requires the City to adopt and promulgate a Conflict of Interest Code; and

2. The Fair Political Practices Commission ("FPPC") has adopted a standard model Conflict of Interest Code. The standard model code is codified at 2 California Code of Regulations Section 18730 and can be incorporated by reference by the City as the City's Conflict of Interest Code; and

3. Pursuant to Government Code Section 82019, a designated employee in the City's Conflict of Interest Code is any City of Palmdale officer, employee, committee member or consultant designated in the Code because the position entails the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest; and

4. The term "designated employee" does not include public officials specified in Government Code Section 87200, e.g., City Councilmembers, Planning Commissioners, City Manager, City Attorney, City Treasurer, etc.; and

5. The City Council has previously amended the City's Conflict of Interest Code in 2022, updating designated positions and disclosure categories for certain departments of the City; and

6. There have been personnel changes that require revisions to the Designated Positions list; and

7. The City Council has determined the attached Appendices A and B accurately set forth the updated positions that should be designated and the disclosure categories for each listed City department.

8. All legal preconditions to the adoption of this resolution have occurred as required by law.

II. RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palmdale as follows:

SECTION 1. In all respects as set forth in Part I, Intent of the City Council (hereby incorporated by reference), the standard Conflict of Interest Code adopted by the FPPC attached hereto as Exhibit A, as amended by the FPPC from time to time, and Appendix A,

which sets forth the designated positions, and Appendix B, which sets forth the disclosure categories for each City department, are hereby incorporated by reference and shall constitute the Conflict of Interest Code for the City of Palmdale.

SECTION 2. Persons holding designated positions listed in Appendix A shall file statements of economic interest pursuant to this adopted Conflict of Interest Code.

SECTION 3. The City Council hereby directs the City Clerk and City Attorney to coordinate the preparation of a revised Conflict of Interest Code in the future in succeeding even-numbered years in accordance with the requirements of Government Code Sections 87306 and 87306.5, as amended from time to time. The revised Code should reflect any changes in department or employee designations. If no revisions to the Code are required, the City Clerk shall submit a report no later than October 1st of the same year, stating that amendments to the Code are not required.

SECTION 4. All other resolutions of the City Council adopting or amending the City's Conflict of Interest Code, are hereby repealed in their entirety and replaced by this Resolution.

SECTION 5. The City Clerk shall certify the adoption of this Resolution and shall cause a certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 22nd day of January 2025.

_____
Richard J. Loa, Mayor

APPROVED AS TO FORM:

_____
William P. Curley, III, City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 22nd day of January 2025 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

_____
Rochelle Scott, City Clerk

EXHIBIT A

Conflict of Interest Code
Regulation 18730

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.[1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.[2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property[3] is required to be reported,[4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,[5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,[6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from

any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made.

The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

APPENDIX A

CITY COUNCIL AND COMISSION MEMBERS ARE REQUIRED TO FILE DISCLOSURES PURSUANT TO CALIFORNIA GOVERNMENT CODE 87200

CITY ATTORNEY

Designated Position	Disclosure Categories
City Attorney*	5
Assistant City Attorney*	1,2,3,4
Deputy City Attorney*	1,2,3,4

*Contract Public Officers

CITY ATTORNEY DEPARTMENT
DISCLOSURE CATEGORIES

1. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B).

2. Reportable income and business positions. (FPPC Form 700, Schedules C and D).

3. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2).

4. Reportable gifts and travel gifts. (FPPC Form 700, Schedules E and F).

5. No disclosure is required by this Conflict of Interest Code. Disclosure is required by Government Code Section 87200.

APPENDIX A

CITY MANAGER, ET AL.

Designated Position	Disclosure Categories
City Manager	5
Assistant City Manager	1,2,3,4
Deputy City Manager	1,2,3,4
Senior Administrative Assistant	1,2,3,4
Management Analyst I/II	1,2,3,4
Executive Assistant	1,2,3,4
Communications	
Communications Manager/Public Information Officer	1,6,7,8
Human Resources	
Deputy Director	1,9,10,11
Senior Human Resources Administrative Assistant	1,9,10,11
Senior Human Resources Specialist	1,9,10,11
City Council	
City Council Executive Assistant	1,12,13,14
City Clerk	
City Clerk	1,12,13,14
Advisory Redistricting Commission Member	1,2,3,4

Senior Administrative Assistant	1,12,13,14
Administrative Assistant	1,12,13,14
Specialist 1	1,12,13,14

Finance

Director of Finance	5
Finance Manager	5
Deputy City Treasurer/Assistant Finance Manager	1,21,22,23,24,25,26
Senior Account Clerk	1,21,22,23,24,25,26
Senior Financial Analyst	1,21,22,23,24,25,26
Senior Buyer	1,21,22,23,24,25,26
Budget Officer	1,21,22,23,24,25,26
Senior Financial Analyst	1,21,22,23,24,25,26
Energy Resources Manager	1,33,34,35
Senior Financial Technician	1,21,22,23,24,25,26
Buyer	1,24,25,26
Audit Committee Member	1,2,3,4
Measure AV Oversight Committee Member	1,2,3,4
Account Clerk I	1,21,22,23,24,25,26
Manager II	1,21,22,23,24,25,26
Senior Administrative Assistant	1,21,22,23,24,25,26
Senior Specialist	1,21,22,23,24,25,26
Office Assistant I	1,21,22,23,24,25,26

IT

IT Manager II	1,2,3,4
IT Analyst II	1,30,31,32
Senior Specialist	1,30,31,32
IT Tech/I/II	1,30,31,32
Analyst II	1,30,31,32
Senior Analyst	1,30,31,32
Administrative Assistant	1,30,31,32

CITY MANAGER, ET AL.

DISCLOSURE CATEGORIES

1. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B).
2. Reportable income and business positions. (FPPC Form 700, Schedules C and D).
3. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2).
4. Reportable gifts and travel gifts. (FPPC Form 700, Schedules E and F).
5. No disclosure is required by this Conflict of Interest Code. Disclosure is required by Government Code Section 87200.
6. Reportable income from any persons or business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the Communications Department.
7. Reportable investments in any business entities that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the Communications Department.
8. Reportable business positions in any business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the Communications Department.
9. Reportable income from any persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Human Resources Department.
10. Reportable investments in any business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Human Resources Department.
11. Reportable business positions in any business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Human Resources Department.
12. Reportable income from persons or business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the City Clerk's Office.
13. Reportable investments in business entities that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the City Clerk's Office.

14. Reportable business positions in business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the City Clerk's Office.

15. Reportable income from any persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Business License Coordinator.

16. Reportable investments in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Business License Coordinator.

17. Reportable business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Business License Coordinator.

18. Reportable income from any persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Community Programs Coordinator.

19. Reportable investments in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Community Programs Coordinator.

20. Reportable business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Community Programs Coordinator.

21. Reportable income from any financial institution in which the City or the Successor Agency to the Community Redevelopment Agency deposits funds, plans to deposit funds, or has deposited funds within two years prior to the time any statement is required under this Conflict of Interest Code.

22. Reportable investments in any financial institution in which the City or the Successor Agency to the Community Redevelopment Agency deposits funds, plans to deposit funds, or has deposited funds within two years prior to the time a statement is required under this Conflict of Interest Code.

23. Reportable business positions in any financial institution in which the City or the Successor Agency to the Community Redevelopment Agency deposits funds, plans to deposit funds or has deposited funds within two years prior to the time a statement is required under this Conflict of Interest Code.

24. Reportable income from any persons or business entities from which the City or the Successor Agency to the Community Redevelopment Agency purchases, plans to

purchase or has purchased within two years prior to the time a statement is required under this Conflict of Interest Code, supplies, materials, or services.

25. Reportable investments in any business entities from which the City or the Successor Agency to the Community Redevelopment Agency purchases, plans to purchase or has purchased within two years prior to the time a statement is required under this Conflict of Interest Code, supplies, materials, or services.

26. Reportable business positions in any business entities from which the City or the Successor Agency to the Community Redevelopment Agency purchases, plans to purchase or has purchased within two years prior to the time a statement is required under this Conflict of Interest Code, supplies, materials, or services.

27. Reportable income from any persons or business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the SAVES program.

28. Reportable investments in any business entities that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the SAVES Program.

29. Reportable business positions in any business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the SAVES program.

30. Reportable income from persons or business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the Information Technology (IT) Division.

31. Reportable investments in business entities that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the Information Technology IT) Division.

32. Reportable business positions in business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the Information Technology (IT) Division.

33. Reportable income from any persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Energy Resources Manager.

34. Reportable investments in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Energy Resources Manager.

35. Reportable business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Energy Resources Manager.

APPENDIX A

ECONOMIC & COMMUNITY DEVELOPMENT

Designated Position	Disclosure Categories
Director of Economic & Community Development	1,2,3,4
Deputy Director of Economic & Community Development	1,2,3,4
Building & Safety	
Building Official	1,5,6,7
Supervising Building Inspector	1,8,9,10
Senior Building Inspector	1,8,9,10
Building Inspector I/II	1,8,910
Supervising Community Development Technician	1,11,12,13
Senior Analyst	1,23,24,25
Community Development Technician I/II	1,11,12,13
Plan Reviewer, Supervising	1,14,15,16
Planning Aid	1,14,15,16
Office Assistant	1,14,15,16
Senior Administrative Assistant	1,11,12,13
Economic Development	
Economic Development Manager II	1,2,3,4
Economic Development Coordinator	1,20,21,22
Senior Administrative Assistant	1,20,21,22
Management Analyst I/II	1,2,3,4

Planning

Planning Manager	1,2,3,4
Senior Planner	1,17,18,19
Assistant Planner	1,17,18,19
Associate Planner	1,17,18,19
Coordinator I/II	1,17,18,19
Senior Administrative Assistant	1,17,18,19
Planning Aide	1,17,18,19

ECONOMIC & COMMUNITY DEVELOPMENT

DISCLOSURE CATEGORIES

1. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B).
2. Reportable income and business positions. (FPPC Form 700, Schedules C and D).
3. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2).
4. Reportable gifts and travel gifts. (FPPC Form 700, Schedules E and F).
5. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Building and Safety Division.
6. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Building and Safety Division.
7. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Building and Safety Division.
8. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Building Inspector.
9. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Building Inspector.
10. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Building Inspector.
11. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Technician.
12. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the

time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Technician.

13. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Technician.

14. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Plan Reviewer.

15. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Plan Reviewer.

16. Reportable business positions in any business entities having an interest in real properly in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Plan Reviewer.

17. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services subject to the review or approval of the Planning Division.

18. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services subject to the approval or review of the Planning Division.

19. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services subject to the approval or review of the Planning Division.

20. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Economic Development Division.

21. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Economic Development Division.

22. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior

to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Economic Development Division.

23. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Building and Safety Division.

24. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Building and Safety Division.

25. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Building and Safety Division.

26. No disclosure is required by this Conflict of Interest Code. Disclosure is required by Government Code Section 87200.

APPENDIX A

NEIGHBORHOOD SERVICES

Designated Position	Disclosure Categories
Director of Neighborhood Services	1,2,3,4
Housing	
Housing Manager	1,5,6,7
Supervising Housing Coordinator	1,5,6,7
Housing Coordinator I	1,5,6,7
Housing Technician II	1,5,6,7
Analyst II	1,5,6,7
Senior Administrative Assistant	1,5,6,7
Office Assistant I	1,5,6,7
Community Compliance	
Director	1,8,9,10
Community Compliance Manager I	1,8,9,10
Community Compliance Coordinator	1,8,9,10
Community Compliance Specialist	1,8,9,10
Community Service Officer	1,8,9,10
Community Compliance Aide	1,8,9,10
Code Enforcement Officer I/II/Sr.	1,8,9,10
Neighborhood Compliance Officer (FT,PT)	1,8,9,10
Senior Administrative Assistant	1,8,9,10

Office Assistant II	1,8,9,10
Emergency Services	
Emergency Services Administrator	1,11,12,13
Risk Management	
Senior Analyst	1,8,9,10
Safety Officer	1,8,9,10
Public Safety	
Public Safety Supervisor	1,5,6,7
Public Safety Specialist	1,5,6,7
General Neighborhood Servies	
Specialist I	1,8,9,10
Supervising Coordinator	1,8,9,10
Code Enforcement Officer I	1,8,9,10

NEIGHBORHOOD SERVICES

DISCLOSURE CATEGORIES

1. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B).
2. Reportable income and business positions. (FPPC Form 700, Schedules C and D).
3. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2).
4. Reportable gifts and travel gifts. (FPPC Form 700, Schedules E and F).
5. Reportable income from persons and business entities involved in the construction or renovation of housing, that have an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, supplies or services subject to the review or approval of the City of Palmdale.
6. Reportable investments in any business entities involved in the construction or renovation of housing, that have an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, supplies or services subject to the approval or review of the City of Palmdale.
7. Reportable business positions in any business entities involved in the construction or renovation of housing, that have an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, supplies or services subject to the approval or review of the City of Palmdale.
8. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Neighborhood Services Department.
9. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Neighborhood Services Department.
10. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Neighborhood Services Department.
11. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Emergency Services Administrator.

12. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Emergency Services Administrator.
13. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of the Emergency Services Administrator.

APPENDIX A

PUBLIC WORKS

Designated Position	Disclosure Categories
Director of Public Works	1,2,3,4
Deputy Director of Public Works	1,2,3,4
Environmental & Technology Manager I	1,5,6,7
Management Analyst I/II, Sr.	1,2,3,4
Environmental Resources Manager	1,5,6,7
Project Manager	1,5,6,7
Senior Administrative Assistant	1,8,9,10
Senior Manager	1,8,9,10
Capital Improvements	
Capital Improvement Program Manager	1,5,6,7
Senior Civil Engineer	1,5,6,7
Public Works Project Manager	1,5,6,7
Engineering/Environmental	
City Engineer	1,8,9,10
Senior Civil Engineer	1,8,9,10
Engineering Manager I/II, Sr.	1,5,6,7
Transportation/Strategic Initiatives Manager	1,5,6,7
Supervising Public Works Inspector	1,8,9,10
Public Works Inspector, all levels	1,8,9,10

Public Works Inspector, I/II, Sr.	1,8,9,10
Associate Engineer	1,8,9,10
Traffic Engineer	1,8,9,10
Senior Technician; Community Development and Engineering	1,8,9,10
Senior Specialist	1,8,9,10
Analyst I/II, Sr.	1,8,9,10
Office Support: Planning Aide, Administrative Assistant, Office Assistant II, Manager II	1,8,9,10

Maintenance*

Urban Grounds and Green Spaces Superintendent	1,5,6,7
Collection System Superintendent	1,5,6,7
Community Development Technician	1,11,12,13
Environmental Compliance Inspector	1,8,9,10
Maintenance Services Manager	1,5,6,7
Street Superintendent	1,5,6,7
Senior Management Analyst	1,5,6,7
Fleet Supervisor	1,5,6,7
Facilities Superintendent	1,5,6,7
Landscape Superintendent	1,5,6,7
Park Superintendent	1,5,6,7
Senior Maintenance Specialist	1,5,6,7
Landscape Inspector	1,8,9,10
Management Analyst I/II	1,2,3,4

*use job function more than titles in the event of uncertainty

PUBLIC WORKS

DISCLOSURE CATEGORIES

1. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B).
2. Reportable income and business positions. (FPPC Form 700, Schedules C and
3. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2).
4. Reportable gifts and travel gifts. (FPPC Form 700, Schedules E and F).
5. Reportable income from persons or business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the Public Works Department.
6. Reportable investments in business entities that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the Public Works Department.
7. Reportable business positions in business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the Public Works Department.
8. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Public Works Department.
9. Reportable investments in any business entities having an interest in real properly in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Public Works Department.
10. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Public Works Department.
11. Reportable income from persons and business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Technician.
12. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years

prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Technician.

13. Reportable business positions in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Technician.

APPENDIX A

PARKS & RECREATION

Designated Position*	**Disclosure Categories**
Director of Parks and Recreation	1,2,3,4
Deputy Director of Parks & Recreation	1,2,3,4
Executive Assistant	1,2,3,4
Manager, I/II, Sr.	1,2,3,4
Supervisor I/II, Sr.	1,2,3,4
Coordinator I/II, Sr.	1,2,3,4
Public Art Coordinator I/II, Sr.	1,2,3,4
Theater Operations Coordinator I/II, Sr.	1,2,3,4
Management Analyst I/II	1,2,3,4
Public Art Commissioner	1,2,3,4
Water Park Supervisor	1,5,6,7
Technician	
Emergency Servies Coordinator/Administrator/	1,2,3,4
Administrative Assistant	1,5,6,7
Community Programs	
Supervising Coordinator	1,2,3,4
Saves Assistant	1,2,3,4
Coordinator I	1,5,6,7
Supervising Coordinator	1,5,6,7

*Includes Recreation, Community Programs, Events and Culture and Parks and Facilities

PARKS & RECREATION

DISCLOSURE CATEGORIES

1. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule 8).
2. Reportable income from any persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of Parks & Recreation.
3. Reportable investments in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of Parks & Recreation.
4. Reportable business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services or supplies to the City under the direction of Parks & Recreation.
5. Reportable income from persons or business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the water park.
6. Reportable investments in business entities that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the water park.
7. Reportable business positions in business entities that provide, plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, services, supplies, materials or equipment of the type utilized by the water park.

APPENDIX B

CONSULTANTS

(G)

Designated Position	Disclosure Categories
Consultant Serving in a Staff Capacity	1
Consultant Not Serving in a Staff Capacity	2

CONSULTANTS

DISCLOSURE CATEGORIES

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code of that staff position.
2. For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

   Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

   A. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B.)
   B. Reportable income and business positions. (FPPC Form 700, Schedules C and D).
   C. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2.)
   D. Reportable gifts and travel gifts. (FPPC Form 700, Schedules E and F)

City Council Staff Report

DATE: **JANUARY 22, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC SAFETY DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE REQUISITION NO. 250807 WITH NATIONAL AUTO FLEET GROUP IN AN AMOUNT NOT TO EXCEED $339,030 FOR THE PURCHASE OF SIX PUBLIC SAFETY VEHICLES**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Requisition No. 250807 with National Auto Fleet Group in an amount not to exceed $339,030 for the purchase of six public safety vehicles; and,

2. Authorize the City Manager or her designee to approve Requisition No. 250807 and the resulting purchase order with National Auto Fleet Group, including minimal and/or non-substantial changes.

BACKGROUND

The City's recent increase in Public Safety Community Service Officers (CSO) requires additional vehicles to provide necessary and appropriate field coverage for staffing seven days a week.

DISCUSSION

On January 9, 2025, staff contacted the Antelope Valley Ford Fleet and Commercial Truck Center to obtain a quote for six vehicles. The local vendor was unable to fulfill the request due to a lack of inventory and extended delivery lead times.

As a result, staff contacted National Auto Fleet Group through Sourcewell Contract 091521-NAF, which provided a quote for six 2025 Ford Police Interceptors for $56,505 per vehicle, totaling $339,030. Each vehicle includes a police interceptor component support package, which is required to support the electrical and mechanical enhancements necessary to power the accessory light bars, vehicle-mounted radios, and mobile data computer (MDC) units.

FISCAL IMPACT

$339,030; Funds are budgeted in the Fleet Maintenance Equipment Capitalized account. Annual operating and maintenance costs, including fuel, scheduled and unscheduled maintenance, and parts, are projected to total $3,400 per vehicle per year. Sufficient operating and maintenance funds for each subsequent year will be requested through the annual budget process.

STRATEGIC PLAN

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

A. Provide comprehensive and innovative safety services to prevent crime and promote a safe community.

Prepared by:	Donald Rubio, Director of Public Safety
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Req. No. 250807 with National Auto Fleet Group
Sourcewell Contract No. 091521-NAF

Bill To	Requisition 00250807-00 FY 2025
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 15433006-774400 Review: Buyer: mharris Status: Allocated

Vendor	Ship To
NATIONAL AUTO FLEET GROUP 490 AUTO CENTER DRIVE WATSONVILLE, CA 95076 Tel#855-289-6572 Fax 831-480-8497	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 adyer@cityofpalmdale.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/25	007857	01/09/25			STREET MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQUIPMENT (INCLUDING TRAILERS) (EFFECTIVE 1-1-06 THIS CLASCTIVATED, REFER TO CLASSES 071, 0ND 073) Vendor Item	1.00 EA	339028.74000	339028.74
	1 15433006-774400		339028.74	

Requisition Link

Requisition Total 339028.74

***** General Ledger Summary Section *****

Account		Amount	Remaining Budget
15433006-774400		339028.74	753315.81
FLEET MAINTENANCE	EQUIPMENT-CAPITALIZED		

Authorized By: _____ Date: _____
Signature

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

1/8/2025
1/9/2025 Re-Configured

Quote ID: **30709 R1**

Order Cut Off Date: **TBA**

Mr Adam Dryer
City of Palmdale

39110 3rd Street East

Palmdale, California, 93550

Dear Adam Dryer,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Six (6) New/Unused (2025 Ford Police Interceptor Utility (K8A) AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (6)	Total Savings
Contract Price	$52,950.00	$51,243.57	3.223 %	$307,461.42	$10,238.58
Tax (10.2500 %)		$5,252.47		$31,514.82	
Tire fee		$8.75		$52.50	
Total		$56,504.79		$339,028.74	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99B	Engine: 3.3L V6 Direct-Injection, -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank w/21.4-gallon tank
TRANSMISSION	
Code	**Description**
44U	Transmission: 10-Speed Automatic (44U)
PRIMARY PAINT	
Code	**Description**
YZ	Oxford White
SEAT TYPE	
Code	**Description**
FW	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Cloth Rear, -inc: driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar
AXLE RATIO	
Code	**Description**
___	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
67H	Ready For The Road Package, Rear Lighting Solution, (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included, Hidden Door-Lock Plunger, Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches, Rear Console Plate, Contours through 2nd row; channel for wiring
153	Front License Plate Bracket
66A	Front Headlamp Lighting Solution, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring
66B	Tail Lamp Lighting Solution, -inc: LED tail lamp wig-wag module (red/white - red brake lights and white reverse lights, LED lights only, Wiring and controller not included

66C	Rear Lighting Solution, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included
18X	100 Watt Siren/Speaker w/Bracket & Pigtail
52P	Hidden Door-Lock Plunger, -inc: Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches
68G	Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches
67V	Front & Rear Police Wire Harness Connector Kit, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector
60R	Noise Suppression Bonds (Ground Straps)
85R	Rear Console Plate, -inc: Contours through 2nd row; channel for wiring

OPTION PACKAGE

Code	**Description**
500A	Order Code 500A

2025 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2025 Ford Police Interceptor Utility AWD

CODE	MODEL	MSRP
K8A	2025 Ford Police Interceptor Utility AWD	$49,515.00
	OPTIONS	
99B	Engine: 3.3L V6 Direct-Injection, -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank w/21.4-gallon tank	($2,330.00)
44U	Transmission: 10-Speed Automatic (44U)	$0.00
YZ	Oxford White	$0.00
FW	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Cloth Rear, -inc: driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar	$70.00
___	3.73 Axle Ratio, (STD)	$0.00
67H	Ready For The Road Package, Rear Lighting Solution, (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included, Hidden Door-Lock Plunger, Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches, Rear Console Plate, Contours through 2nd row; channel for wiring	$3,800.00
153	Front License Plate Bracket	$0.00
66A	Front Headlamp Lighting Solution, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	INC
66B	Tail Lamp Lighting Solution, -inc: LED tail lamp wig-wag module (red/white - red brake lights and white reverse lights, LED lights only, Wiring and controller not included	INC
66C	Rear Lighting Solution, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	INC
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	INC
52P	Hidden Door-Lock Plunger, -inc: Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	INC
68G	Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	INC
67V	Front & Rear Police Wire Harness Connector Kit, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	$200.00
60R		$100.00

	Noise Suppression Bonds (Ground Straps)	
85R	Rear Console Plate, -inc: Contours through 2nd row; channel for wiring	INC
500A	Order Code 500A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$51,355.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,595.00
TOTAL PRICE	**$52,950.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD) Late availability.
Transmission: 10-Speed Automatic (STD)
3.73 Axle Ratio (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Driver Selectable Mode and Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
92-Amp/Hr 850CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
GVWR: 6,840 lbs (3,103 kgs)
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity
Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Full-Size Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights
Radio w/Seek-Scan and Speed Compensated Volume Control
Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).
SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
Integrated Roof Antenna
1 LCD Monitor In The Front
8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Remote Keyless Entry
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
Rear HVAC
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-

way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Fleet Telematics Modem Tracker System
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
2 12V DC Power Outlets
Air Filtration
Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Pedestrian Detection
Collision Mitigation-Front
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

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Sourcewell

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

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RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

City Council Staff Report

DATE: **JANUARY 22, 2025**

HONORABLE MAYOR AND CITY COUNCIL

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

DISTRICT: **1**

SUBJECT: **AWARD AND APPROVE AGREEMENT WITH NASH CONSTRUCTION INC., FOR TENANT IMPROVEMENTS FOR PN 907, AERO BUILDING PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF $280,921 FOR A TERM OF 80 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-9192 with Nash Construction Services Inc., for tenant improvements for PN 907, Aero building project for a total not to exceed the amount of $280,921, which includes a contract amount of $244,279 plus a 15% contingency amount of $36,642 for the total term of 80 working days from the date of notice to proceed; and,

2. Authorize the City Manager or her designee to execute the Agreement No. A-9192 with Nash Construction Services Inc., including minimal and/or non-substantial charges.

BACKGROUND

The City has identified a space in the Aero building at 38255 9th Street East that can be renovated to meet the needs of the Public Safety Department. The renovations will provide the department with a breakroom, additional restroom, storage room, and office space.

The renovation improvements include removing two existing restrooms and modifying one, installing doors, drywall, mechanical HVAC, plumbing, and electrical work, and creating a breakroom. All low partitions and the ramp for the new training room will be removed, and a partition must be constructed to create a storage room.

DISCUSSION

On November 28, 2024, the project was advertised electronically through Planet Bids with over 250 vendors notified. Thirty vendors downloaded the bid documents for review, and eight vendors attended the mandatory pre-bid walk. On December 5, 2024, three (3) bids, including one local vendor, were received and are listed below:

Bidders	Location	Amount
1. Nash Construction Services Inc.	Llano, CA	$ 244,279.00
2. Stallworth Const & Management Corp	Palmdale, CA	$ 408,400.94
3. MLC Constructors Inc.	Corona, CA	$ 590,044.00

Nash Construction Services, Inc. was found to be the lowest responsible and responsive bidder, with an estimated construction cost of $244,279. The contract will include a 15% contingency of $36,642, for a total not to exceed amount of $280,921.

FISCAL IMPACT

$280,921; Funds are budgeted and available in Fiscal Year 2024-25 under Measure AV.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community liability.

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

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

ATTACHMENTS

Agrmt No. A-9192 with Nash Construction Services Inc.

AGREEMENT NO. A- 9192
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND NASH CONSTRUCTION SERVICES Inc.

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

1 Scope of Work

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

The Project includes, without limitation, furnishing all necessary labor, materials, equipment, and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents.

This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations.

The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer and/or his designee.

The work may consist of but is not limited to construction of the following items:
1. Selective demolition and protection of items to remain in the project area.
2. Coordinate the scheduling of the work with the designated City Project Manager.
3. Provide and maintain barricades and other protective devices as required by City ordinances and codes and as required to protect the public and personnel for the duration of construction. Outside the immediate work area, the Building will be occupied during construction.
4. Perform all demolition, cutting and patching, Concrete saw-cutting, Concrete work, Floor leveling fill at abandoned restrooms, Framing, Door and hardware work, painting, and other incidental work required to complete the construction as shown. Remove elevated platforms for judge and jury boxes as noted.
5. Replace existing finishes, Carpet, VCT flooring, Painting, and ceiling panels as indicated
6. Alterations to existing mechanical ductwork and diffusers.
7. Cap abandoned plumbing, extend plumbing lines to new Kitchenette and connect soils and vents, Supply and install sink, faucet, and disposer.
8. Extend electrical and data as shown or required.

9. Construct new on-site improvements as shown and specified.
10. Perform all other miscellaneous work as shown and specified and as may be authorized by the Owner.
11. All work shall be done per the approved plans included in the bid document.

2 Standard Specifications

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

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of TWO HUNDRED FORTY FOUR THOUSAND TWO HUNDRED SEVENTY NINE Dollars ($244279) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within 80 working days.

5 Payment and Performance Bonds; Guaranty

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

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class A, B Contractor's License **or Specialty Contractor License**

consisting of Class A license to perform the required work ("Work"). Contractor's DIR registration number is 1000064846. Contractor hereby certifies that it holds the required license(s).

7 Subcontracting

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

8 Non-Assignability

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

9 Administration

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

10 Indemnification

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

11 Liability Insurance

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

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

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

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

11.1.4 Pollution/Environmental Liability*
- $2,000,000.00 limit on a per occurrence basis

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

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

B. "Severability of Interest" Clause.

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

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

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

11.6 Acceptable Proof of Insurance:

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

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

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

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

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

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

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

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

12 State Labor Code

12.1 This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem

wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

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

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

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

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

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

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

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

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

12.9 Eight hours labor constitutes a legal day's work, as set forth in Labor Code

Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13 Antitrust Claims

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

14 Trenching and Excavations

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

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

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

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

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

15 Location of Existing Elements

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

16 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the

Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17 Non-Collusion

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

18 Conflicts of Interest

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

19 Audit

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

20 Substitute Security

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

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

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

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

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

21 Claims Dispute Resolution

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

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

22 Non-discrimination and Equal Employment Opportunity

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

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

23 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have

been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

24 Governing Law

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

25 Successors and Assigns

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

26 Exhibits

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

27 Authority to Sign

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

28 Time is of the Essence

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

29 American Rescue Plan Funding

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

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

CITY OF PALMDALE

SIGNATURE AREA

Ronda Perez Date
City Manager

SIGNATURE AREA

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

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

NASH CONSTRUCTION SERVICES Inc.

SIGNATURE AREA

Harold Lester Nash Date
President

ADDRESS FOR NOTICE:
NASH CONSTRUCTION SERVICES Inc.
32128 Crystalaire Dr.
Llano, CA 93544

ATTEST: If Corporation

SIGNATURE AREA

Secretary

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

EXHIBIT "A"
ARPA REQUIREMENTS

RECITAL:
On March 11, 2021, the American Rescue Plan Act ("ARP Act") was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"), which included two hundred forty (240) billion dollars for state, territorial, local, and Tribal governments that are being used to fight the pandemic and accelerate local economic recovery.

MANDATORY CONTRACT PROVISIONS FOR ARP ACT EXPENDITURES:
Procurement processes for expenditures using American Rescue Plan Act (ARPA) funds generally follow state and local rules. In most cases, city procurement policies will satisfy the federal requirements. One notable difference is that federal procurement regulations mandate specific contract provisions in certain circumstances. There are no requirements for contracts or expenditures of less than $10,000. However, using ARPA funds for contracts in excess of $10,000 triggers the mandatory contract provisions in 2 CFR Part 200, Appendix II.

Most contract provisions are required only on those exceeding $100,000 or those for construction projects of any amount. However, mandatory contract provisions will apply if a city obligates ARPA funds to a contract that exceeds $100,000.

For ease of administration, below is an explanation of the mandatory contract provisions and model language necessary for compliance with federal law disclosures.

2 C.F.R. PART 200: APPENDIX II, CONTRACT PROVISIONS

- For contracts over $10,000, cities must include a provision that addresses termination for cause and convenience by the local government, including the process for termination and the basis for settlement.
- For contracts over $100,000, cities must include a provision that addresses administrative, contractual, or legal remedies if a contractor violates or breaches the contract, including sanctions and penalties for the breach.
- In accepting the ARPA award, local governments agreed to include an EEO statement in any federally assisted construction contract defined in 41 CFR Part 60-1.3. A federally assisted construction contract is defined as follows:
    - Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government

for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. *Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
2. *The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
3. *The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*
4. *The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
5. *The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
6. *The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary*

of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

8. *The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

***Provided**, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

Contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Palmdale shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Contracts and subgrants in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

In order to contract with the City, all parties must:

(a) Be registered in SAM.gov (https://sam.gov/content/home); and
(b) Maintain an active SAM registration with current information, including information on a recipient's immediate and highest-level owner and subsidiaries; and
(c) Provide its unique entity identifier to the City before a contract is executed; and
(d) Not have an active exclusion record on SAM.gov which would indicate the entity has been debarred.

As of April of 2022, all entities doing business with the federal government must use a Unique Entity ID created in SAM.gov The federal government has stopped using the DUNS number to uniquely identify entities.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352: Contractors that apply for a bid or award exceeding $100,000 must file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Cities should include the Byrd Anti-Lobbying contract clause is as follows:

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

BUY AMERICA PREFERENCE IN FEDERAL FINANCIAL ASSISTANCE PROGRAMS FOR INFRASTRUCTURE – RESTORE ACT

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America's industrial base, protect national security,

and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."
RESTORE Act - Buy America Preference | U.S. Department of the Treasury."

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement*.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the

settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

ARPA Regulations, 31 CFR Part 35 (“Regulations”) are incorporated herein and made a part of this Contract.

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

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

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

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower-tier covered transactions. (2 C.F.R. Part 180, subpart B) and that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
6. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
7. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
8. New Restrictions on Lobbying, 31 C.F.R. Part 21
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247).
11. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.
12. Generally applicable federal environmental laws and regulations.

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

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

MINUTES
CITY COUNCIL/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 18, 2024

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:03 pm.

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

2) ROLL CALL MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS OHLSEN, BETTENCOURT, ALARCÓN COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

Councilmember Bettencourt presented her newly adopted dog to the public.

4) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

The following individuals provided public comments: Eugene Hernandez and Marsha Furman spoke about Item 6.9, and Roger Soderstedt spoke about Item 6.4.

5) HOUSING AUTHORITY CONSENT CALENDAR

5.1) Approve First Amendment to Memorandum of Understanding with the City of Palmdale to accept an increase of $600,000 of United States Treasury Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) Funds for Development of Affordable Housing.

5.2) Adopt Resolution No. HA 2024-007, a Resolution of the Housing Authority of the City of Palmdale approving an Exclusive Negotiation Agreement, a Letter of Loan Commitment for $9,375,000, and a Predevelopment Loan Agreement between the Housing Authority of the City of Palmdale and Linc 4th Street Palmdale, LP for $1,800,000 for Pre-Development Activities for a Proposed

Affordable Housing Rental Development located at East Avenue Q and 4th Street East, on a portion of APN 3006-008-921.

5.3) Approve the minutes from the previous meeting.

Motion: Approve all items as listed under the Housing Authority Consent Calendar. Moved by Eric Ohlsen, seconded by Christina Fraga-Saenz.

Vote: Motion carried (7-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

Mayor Bishop adjourned the Housing Authority at 5:20 pm.

6) CONSENT CALENDAR

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

6.2) Adopt Resolution No. CC 2024-091, a Resolution of the City Council of the City of Palmdale authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax; and adopt Resolution No. CC 2024-095, a Resolution of the City Council of the City of Palmdale authorizing examination of sales or transactions and use tax records.

6.3) Adopt Resolution Nos. SA 2024-014 and SA 2024-015, Resolutions of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale approving the Recognized Obligation Payment Schedule (ROPS) and the Administrative Budget, respectively, for the period of July 1, 2025 through June 30, 2026.

6.4) Approve Agreement with New Creation Builders, Inc. for design and build services for PN 902, Emergency Operations Center (EOC) Tenant Improvement Project, for a total not to exceed amount of $5,113,831, includes 10% contingency and labor compliance costs for a term of 350 working days from the date of the Notice to Proceed.

6.5) Award and Approve Agreement with New Creation Builders, Inc., for design services portion of the bid (Phase One) for PN 874, South Antelope Valley Emergency Services Tenant Improvements and Relocation Project, for a total not to exceed amount of $633,000 for a term of 330 calendar days from the date of the Notice to Proceed.

6.6) Adopt Resolution No. CC 2024-089, a Resolution of the City Council of the City of Palmdale setting aside portions of City-owned land (APN 3128-015-903), for right-of-way and bikeway requirements along 10th Street West and Columbia Way (Avenue M) for public road and highway purposes.

6.7) Adopt Resolution No. CC 2024-090, a Resolution of the City Council of the City of Palmdale authorizing the execution of a grant deed for portions of City-owned land to the California Department of Transportation for parcel 79478-1, identified in Right of Way Appraisal Map Nos. 27055-C and 27056-C.

6.8) Approve First Amendment to Memorandum of Understanding with the Housing Authority of the City of Palmdale to provide an Increase of $600,000 of United States Treasury Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) funds for development of affordable housing.

6.9) Adopt Ordinance No. 1649, an Ordinance of the City Council of the Chartered City of Palmdale, California, amending Section 2.08.040 of Chapter 2.08 of Title 2 of the Palmdale Municipal Code, establishing the City Council's regular meeting day, time and place.

City Attorney Curley and City Manager Perez provided detailed information on this item.

There was Council discussion regarding the suggested time of the meeting, public participation, and town hall meetings.

Motion: Table the adoption of Ordinance No. 1649
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

Motion: Approve all items as listed under the Consent Calendar except item 6.9.
Moved by Eric Ohlsen, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

7) PUBLIC HEARING

7.1) Adopt Resolution No. CC 2024-092, a Resolution of the City Council of the City of Palmdale calling a special election regarding alteration of the amended rate and method of apportionment of special taxes for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 public facilities); Resolution No. CC 2024-093, a Resolution of the City Council of the City of Palmdale declaring results of special election in the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 public facilities), determining that alteration of the rate and method of apportionment of special taxes for the district is lawfully authorized, and directing recording of amended and restated notice of special tax lien; and Resolution No. CC 2024-094, a Resolution of the City Council of the City of Palmdale approving a

Supplement No.1 to acquisition agreement relating to the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 public facilities) 2025 Special Tax Bonds.
Mayor Bishop opened the Public Hearing.

Suzanne Harrell, Financial Consultant, provided detailed information on the District and discussed the proceedings.

Councilmember Bettencourt asked questions about the Mello-Roos and the use of the neighborhood park. Suzanne Harrell provided clarification on the Mello-Roos tax and the neighborhood park.

Public Testimony: None.

Mayor Bishop continued with the proceedings.

Mayor Bishop closed the public hearing.

Motion: Adopt Resolution No. CC 2024-092 amending the rate and method of apportionment.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

City Clerk Scott opened the ballot and confirmed that the district carried.

Motion: Adopt Resolution No. CC 2024-093 declaring the election results.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

Motion: Adopt Resolution No. CC 2024-094 approving Supplement No. 1 to the Acquisition Agreement.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

7.2) Adopt Ordinance No. 1647, an Ordinance of the City Council of the City of Palmdale, approving Zoning Ordinance Amendment 24-0001; and find that the request is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).

Planning Manager Magana presented the staff report.

City Clerk Scott read the title of Ordinance No. 1647.

A motion was made and carried unanimously to introduce Ordinance No. 1647.

Mayor Bishop opened the public hearing.

Public Testimony: None.

Mayor Bishop closed the public hearing.

Motion: Adopt Ordinance No. 1647
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

8) NEW BUSINESS

8.1) Introduction and Adoption of Ordinance No. 1650, an Ordinance of the City Council of the City of Palmdale, amending Section 3.21 of the Palmdale Municipal Code relating to the implementation and collection of reduced transactions and use tax, and adopt Resolution No. CC 2024-096, a Resolution of the City Council of the City of Palmdale phasing the implementation of the transactions and use tax increase authorized by AB 2443 and enacted by Measure PD.

City Clerk Scott read the titles of Ordinance No. 1650 and Resolution No. CC 2024-096.

City Attorney Curley presented the staff report.

Mayor Bishop opened the public hearing.

Public Testimony: None.

Mayor Bishop closed the public hearing.

Motion: Adopt Ordinance No. 1650 and Resolution No. CC 2024-096.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

9) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Jolly Holiday; Annual Christmas Parade; SAVES senior holiday basket and toy distribution; the AVTA drive-thru grocery and toy giveaway; and pet license renewal forgiveness.

10) SHERIFF'S REPORT

Captain Bardon reported on response times for routine calls, calls for service, citations, Part 1 crimes, property crimes, Operation Secret Shopper for crime prevention, graffiti arrests, traffic enforcement and collision prevention, and traffic citations. He also reported that the Virtual Deputy Application is live on the Sheriff's Department's website, and they plan on launching a Spanish version in January.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez spoke about the Democratic Party; Raul Roman spoke about the California Air Resource Board and the increase in gas; Edith Roman spoke about the border crisis; Bryan Guzman introduced himself as an applicant for the Palmdale Recycled Water Authority; and Rodger Soderstedt reminded members of the public that Council meetings are a forum for matters pertaining to the City of Palmdale.

12) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Alarcón thanked staff for a wonderful and productive year, wished Palmdale citizens a blessed holiday, and reminded the public of the Kicks for Kids event at McAdam Park.

Mayor Bishop thanked the staff and residents of the community for giving him the opportunity to serve as mayor, wished everyone happy holidays and Merry Christmas, and thanked first responders for keeping the residents safe during the holidays.

Councilmember Ohlsen thanked Mayor Bishop for his service.

13) ADJOURNMENT

Mayor Bishop adjourned the meeting at 6:11 pm to January 8, 2025, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 22nd day of January 2025.

_____
Richard J. Loa, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JANUARY 8, 2025

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Loa called the meeting to order at 5:04 pm.

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

2) ROLL CALL MAYOR LOA, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, OHLSEN, ALARCÓN COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Bettencourt led the pledge of allegiance.

Mayor Loa announced the meeting would be adjourned in memory of former President Jimmy Carter and those who lost their lives in the recent fires.

4) PRESENTATIONS

4.1) Presentation of Government Finance Officers Association (GFOA) Distinguished Budget Award for Fiscal Year 2024-25.

Director of Operations Samson presented a certificate of recognition to the Council.

Mayor Loa commended the staff on the accomplishment.

5) PUBLIC COMMENTS CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

The following individuals provided public input on Item 7.5: Michael Disana, Diana Love, Joshua Christensen, Eugene Hernandez, Diane, Michelle, Rich Gallego, Fernando Dutra, Yul Gevargis.

6) JOINT CITY COUNCIL/HOUSING AUTHORITY CONSENT CALENDAR

6.1) Approve Project Authorizations A through G under Master Services Agreement with Good Guard Security, Inc., for unarmed security guard services for the Housing Authority of the City of Palmdale facilities for an amount not to exceed $2,858,300; and approve Project Authorizations A and B under Master Services Agreement with Good Guard Security, Inc. for City of Palmdale facilities and special events for an amount not to exceed $7,429,900, each for a term of three years with an option to extend for two additional one-year terms.

Councilmember Alarcón pulled this item for discussion.

Deputy City Manager Gallagher presented the staff report.

Councilmember Alarcón inquired about contract local hire provisions and monitoring.

Deputy City Manager Gallagher confirmed that thirty-five guards have already been hired locally to fulfill the contract, and the contractor's goal is to hire locally.

Discussion ensued regarding annual reporting from the contractor on local hiring requirements and the contract amount.

Motion: Approve A-9189 with Good Guard Security, Inc., for unarmed security guard services for the Housing Authority of the City of Palmdale facilities for an amount not to exceed $2,858,300.
Moved by Austin Bishop, seconded by Andrea Alarcón.

Vote: Motion carried (7-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

Mayor Loa adjourned the Housing Authority at 5:28 pm.

Motion: Approve A-9190 with Good Guard Security, Inc. for City of Palmdale facilities and special events for an amount not to exceed $7,429,900.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

7) CONSENT CALENDAR

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

7.2) Receive and file the monthly investment activity reports for November 2024.

7.3) Adopt Resolution No. CC 2025-003, a Resolution of the City Council of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants, and repeal Resolution No. CC 2024-004, and adopt Resolution No. SA 2025-001, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants, and repeal Resolution No. SA 2024-011.

7.4) Approve Energy for Palmdale's Independent Choice's (EPIC) 2023 Power Content Label (PCL) and Attestation.

7.5) Adopt Ordinance No. 1649, an Ordinance of the City of Palmdale amending Palmdale Municipal Code Section 2.08.040 changing the regular meeting day and time of the City Council.

Councilmember Alarcón pulled this item for discussion.

City Manager Perez provided the staff report.

Councilmember Bishop requested the second version of Ordinance No. 1649 with the meeting starting on Tuesday at 5:00 pm.

Councilmember Alarcón discussed provisions for remote participation and language in the ordinance related to canceling meetings held on election days.

Motion: Adopt Ordinance No. 1649, an Ordinance of the City of Palmdale amending Palmdale Municipal Code Section 2.08.040 changing the regular meeting day and time of the City Council to Tuesday, at 5 pm.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (4-1)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen.
No: Andrea Alarcón.

Motion: Approve all items listed under the Consent Calendar with the exception of item 7.5.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

8) APPOINTMENTS

8.1) Discussion and possible action regarding City Council committee appointments.

Mayor Loa recommended that all committee appointments stay the same, with the exception of three appointments that required changes. The changes were

made as follows:

City of Palmdale Investment Oversight Committee:

Member: Mayor Loa (Must be Mayor per Investment Policy)
Member: Councilmember Ohlsen

Los Angeles County Sanitation Districts No. 14 and 20

District No. 14
Delegate: Mayor Loa (Must be Mayor per H&S Code § 4730)
Alternate: Councilmember Bishop

District No. 20
Delegate: Mayor Loa (Must be Mayor per H&S Code § 4730)
Second Director: Mayor Pro Tem Bettencourt
Alternate Director: Councilmember Bishop

Palmdale Tourism Improvement District (PTID)
Director: Councilmember Bishop

Motion: Approve Council recommendations regarding committee appointments.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (4-1)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen.
No: Andrea Alarcón.

9) CITY MANAGER'S REPORT

City Manager Perez wished everyone a Happy New Year. She stated the City's thoughts are with the fire victims and the first responders as they continue to fight the fires. She reported on the Art Reception "Through My Eyes" at the Palmdale Playhouse on January 9, Journey USA performing at the Palmdale Playhouse on January 10th and 11th, The Foreigner performance on January 18th, and volunteer opportunities for Martin Luther King, Jr. Day of Service on January 20. She also noted that the California Contract Cities Association held a press conference in Sacramento encouraging swift enactment of Proposition 36 and encouraged the public to educate themselves about the legislation. She also announced that the City of Palmdale was notified yesterday that they were the only city in California to receive a Raise Grant in the amount of $25M.

10) NON-AGENDA PUBLIC COMMENTS:

Addressing the City Council at this time: Euguene Hernandez discussed rent control and former President Carter; Robert commended the Council on a great job, spoke about the Chiquita dump closing, and asked about the tonnage accepted at the local dump; Edith Roman discussed border issues and requested a Council resolution supporting Immigration and Customs Enforcement (ICE); Yul Gevargis spoke about President Carter; Michael Ross congratulated Council on the Christmas festivities;

Roger Soderstedt discussed the Ritter Ranch project and the drought; Rich Gallego discussed the California Air Resource Board voting on a new fuel mixture that would result in an increase in the cost of gasoline, the financial damage it would cost, and asked Council to pass a resolution sending a letter to Governor Newsome requesting that he put this aside.

11) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Loa discussed the desired accomplishments for 2025:

1) Making the City of Palmdale the heart of the City:
- Working on the Civic Center, Chimbole Center, and taking control of Highway 138 / Palmdale Boulevard.
- Prioritizing the 14 freeway to 15th Street East beginning with a comprehensive plan to develop the 56 acres acquired by the City.
- Discussed the High-Speed Rail, High Desert Corridor, and Brightline coming from Las Vegas.

2) Parks Initiative:
- Yellen Park
- Expansion of DryTown Water Park
- Establishment of concession stands at Marie Kerr and the Quinones Park design

3) City rebranding to promote the City of Palmdale:
- City rebranding by publishing, announcing, advertising, and attracting people and businesses to the City of Palmdale.

Mayor Loa thanked Councilmember Bishop for his leadership last year as Mayor. He also reported attending a turkey giveaway event held by Amazing Events at the AV Fairgrounds, Palmdale Parade, and the AVTA holiday drive-thru and toy giveaway.

Councilmember Bishop spoke about the tree lighting ceremony, SAVES giveaways, Playhouse mural, and the Raise Grant.

Councilmember Ohlsen thanked Assemblyman Carrillo for the tools to work with Caltrans on the relinquishment of Palmdale Boulevard. He also discussed Measure PD and reinvesting in Palmdale, the tree lighting ceremony, the Jolly Holiday event, and the parade.

Mayor Pro Tem Bettencourt wished everyone a Happy 2025. She discussed the gas hike and encouraged the Council to write a letter. She enjoyed the tree-lighting ceremony but missed the classical American caroling that was done in the past. Also, she discussed the overpass at Rancho Vista and how it would be great for aerospace workers and increase public safety for the Fire and Sheriff's Departments who respond to emergencies.

Councilmember Alarcón wished everybody a Happy New Year. She discussed the Center for Transportation and Technology Excellence, McAdam Park investment of

$6M, Domenic Massari $2M lighting project, and the Kicks for Kids winter event. She also stated that she met with an organization that submitted an application to the US Environmental Protection Agency to establish an Antelope Valley Environmental Justice Collaborative to access funds to address water quality equity issues specifically in disadvantaged areas. She noted that the Kicks for Kids at McAdams Park was a phenomenal event.

12) PRESENTATION BY CITY ATTORNEY
City Attorney Curley confirmed the Closed Session item would be heard as listed.

12.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Case No. 23AVCV01005
This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

13) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 6:07 pm - 6:54 pm.

City Attorney Curley announced the Council was updated, and there was no reportable action.

14) ADJOURN

Mayor Loa adjourned the meeting, in memory of former President Jimmy Carter and those who have lost their lives in the recent fires, at 6:55 pm to January 22, 2025, at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 22nd day of January 2025.

_____
Richard J. Loa, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **JANUARY 22, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **2**

SUBJECT: **ADOPT ORDINANCE NO. 1651 APPROVING TIME EXTENSION 24-0006 AND MAJOR MODIFICATION 24-0008 AND FINDING THAT THE PROPOSED PROJECT IS CONSISTENT WITH THE PREVIOUSLY ADOPTED MITIGATED NEGATIVE DECLARATION**

RECOMMENDATION

Staff recommends that the City Council:

Adopt Ordinance No. 1651 approving Time Extension (TE) 24-0006 and Major Modification (MOD) 24-0008 and finding that the proposed project is consistent with the previously adopted Mitigated Negative Declaration (MND).

BACKGROUND

Tentative Tract Map (TTM) 60500 consists of an approximately 30.68-acre subdivision to facilitate the construction of 65 single-family residences and one detention basin, located within the Rancho Vista Specific Plan (SP), south of Vista Point Way and west of Rancho Vista Boulevard.

TTM 60500 was initially approved by the Planning Commission on September 21, 2006, through Resolution No. PC-2006-076, with an expiration date of October 3, 2009. It qualified for seven years of extensions allowed by Senate Bill (SB) 1185 and Assembly Bills AB 208 and 116, which extended the map to October 3, 2016.

The Planning Commission approved the first discretionary three-year TE, Resolution No. PC-2017-001 on January 12, 2017, with an expiration date of October 3, 2019. Subsequently, the Planning Commission approved the second TTM TE, which extended the map's expiration date to October 3, 2022.

On March 2, 2022, the City Council adopted Urgency Ordinance No. U-1582 which extended the TTM by one year, to October 3, 2023. On May 3, 2023, the City Council adopted Ordinance No. 1610, amending Urgency Ordinance No. U-1582 to increase the term of certain TTMs by two years, which extended the map's expiration to October 3, 2025.

TTM 60500 qualified for an additional 18-month extension allowed by AB 2729, which extended the map's expiration to April 3, 2027.

The application for TTM 60500, TE 24-0006, and MOD 24-0008 was submitted to the Planning Division on July 3, 2024, deemed complete on October 31, 2024, and scheduled for the December 12, 2024, Planning Commission meeting.

On December 12, 2024, the Planning Commission adopted Resolution No. PC-2024-024 recommending City Council approval of the proposed project.

DISCUSSION

The applicant requests approval for a final two-year extension and a Major Modification to phase the TTM into four separate phases. The applicant has used all discretionary extensions available through the Palmdale Municipal Code (PMC) and the Subdivision Map Act.

Section 500 of the Palmdale City Charter grants the City of Palmdale full authority to regulate local land use. As such, City staff requests that the City Council approve the proposed project because the TTM is located within a SP and is designated for single-family residences. Approval of this project benefits Palmdale residents and will facilitate the development of 65 new residences and one detention basin. Aside from the phasing of the map, there are no modifications to the TTM as originally approved.

FIGURE 1 - AERIAL MAP

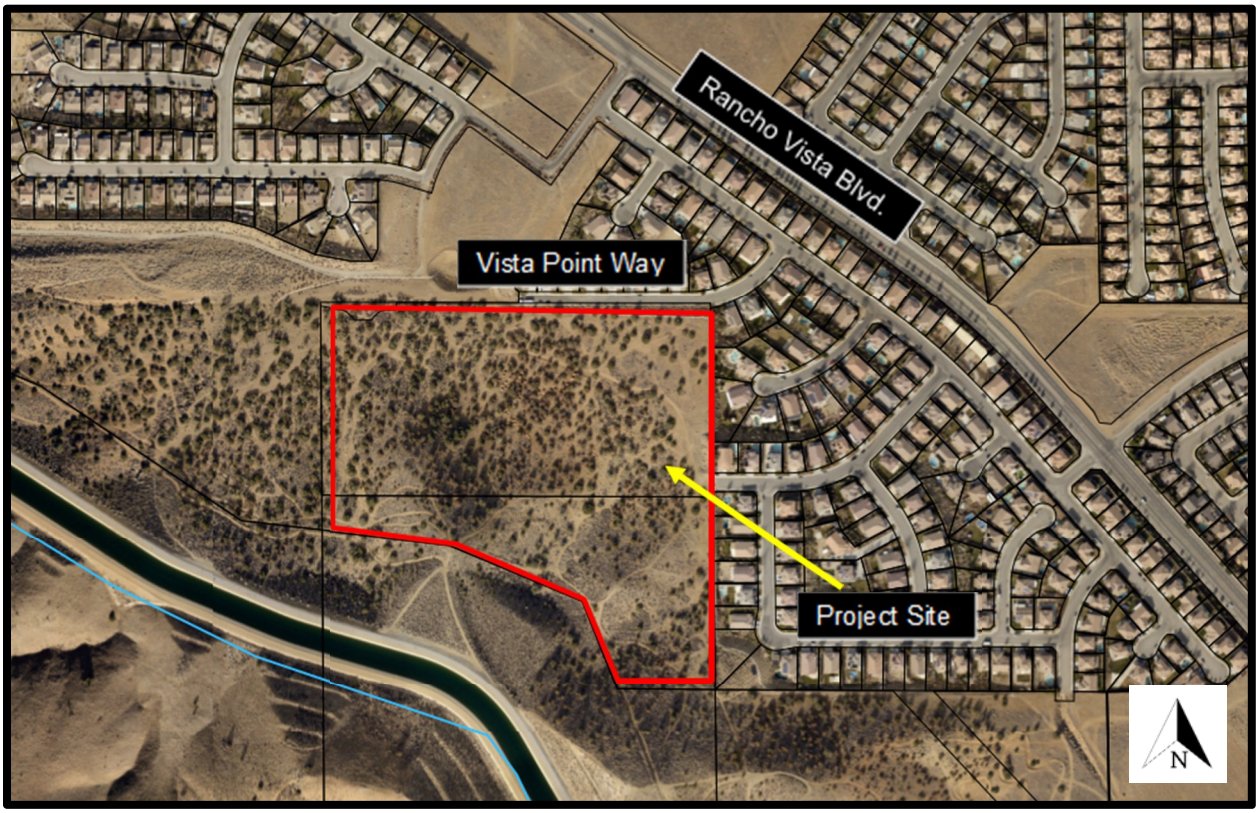


TABLE 1 - GENERAL PLAN CONSISTENCY

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use and Community Design	Goal LUD-2.1: Direct future growth to areas closer to the center of town, which can accommodate development based upon topography, environmental factors, and availability of the existing infrastructure.	Yes	The project is surrounded by existing single-family residential uses and will efficiently tie into existing infrastructure. The lot sizes and proposed density of the project will be compatible with the surrounding single-family residential neighborhoods.
Public Facilities, Services, and Infrastructure Element	Goal PSFI-5: Ensure that adequate public utilities are available to support development in an efficient and orderly manner.	Yes	The project is surrounded by existing single-family residential uses and will efficiently tie into existing infrastructure. The lot sizes and proposed density of the project will be compatible with the surrounding single-family residential neighborhoods.

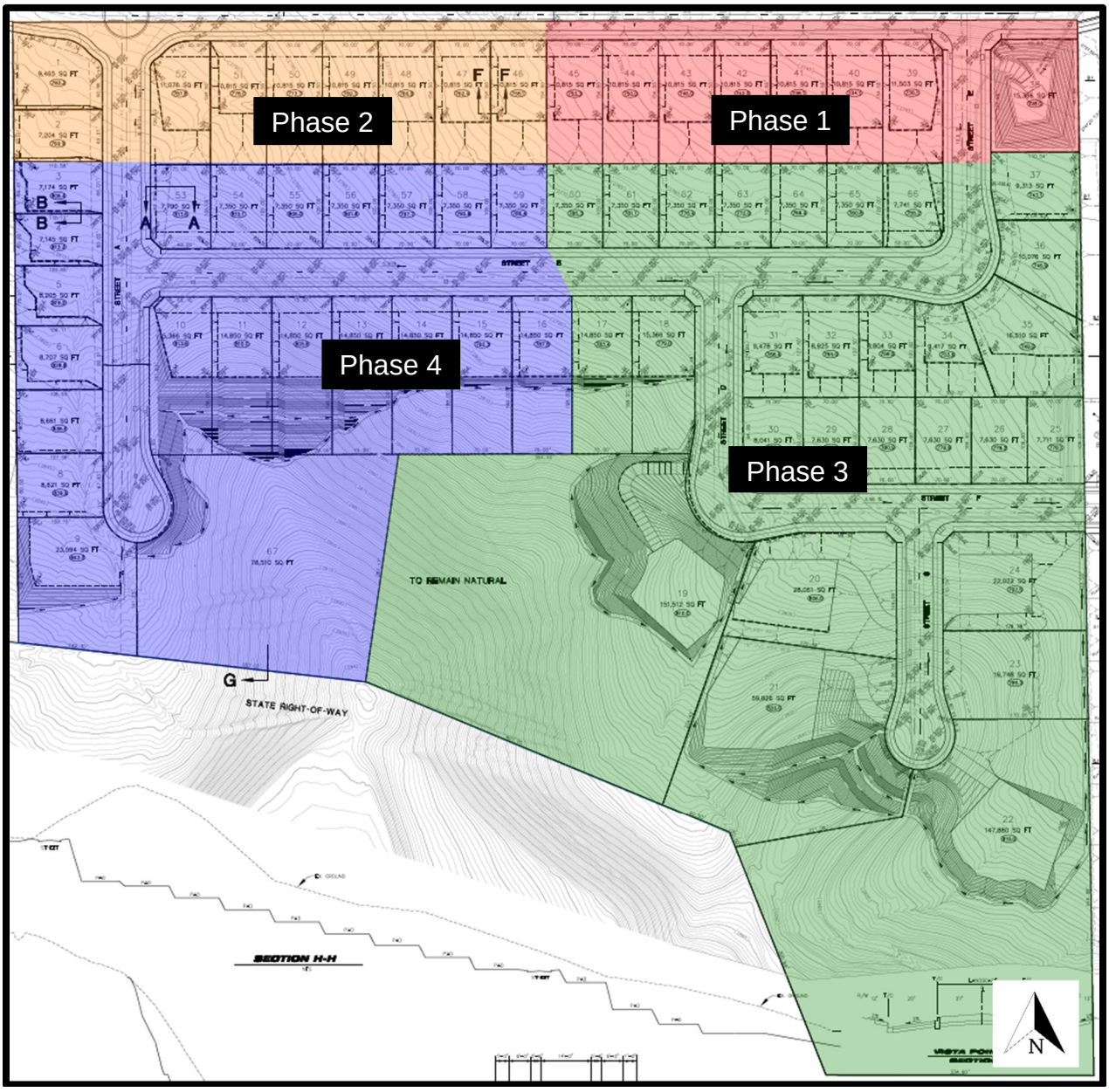
**Justification is based on a review of plans date stamped 'Received March 22, 2024'.*

TABLE 2 - SP CONSISTENCY

	Standard	Standard Met?	Justification*
Lot Area	Each lot created in the R-1-7,000 zone must have a minimum lot area of not less than 7,000 square feet. (SP Section 3.2)	Yes	All lots meet or exceed the minimum lot area of 7,000 square feet as the lots range in size from 7,145 square feet to 151,512 square feet.
Density	Development will consist of single-family detached units on 7,000 square feet lots with resultant density at the lower end of 3.1 to 6.1 density range. (SP Section 2.1) The overall number of units allowed on a property must be based on the summation of the total number of units allowed within each slope category. All areas within the project boundary must be included in one of the established categories. (PMC Section 17.100.090.B)	Yes	The proposed project density is approximately 2.12 dwelling units per acre, which is less than the minimum allowed; however, the site contains significant slopes and is subject to the Hillside Management section of the PMC. As shown within the Hillside Management discussion below, the slope density calculations allow for a maximum of 67 dwelling units and 65 are proposed.

**Justification is based on a review of the plans date stamped 'Received March 22, 2024'.*

FIGURE 2 - PHASING MAP



Hillside Management

The proposed project site contains significant slopes and is subject to the requirements specified within PMC Chapter 17.100 (Hillside Management). This section requires development in hillside areas to minimize erosion and geologic hazards by preserving open space on steeper natural terrain. As such, the project must comply with slope density ratios as shown in TABLE 3, below.

TABLE 3 - SLOPE DENSITY RATIOS

Slope Category	Allowable Density	Project Acreage	Maximum Allowable Number of Units
0-10 percent	6.1 dwelling units per acre (Upper Limit of Applicable General Plan Density)	9.33	56.91
10-25 percent	0.57 dwelling units per acre	13.34	7.60
25-50 percent	0.40 dwelling units per acre	8.12	3.25
Greater than 50 percent	0.025 dwelling units per acre	N/A	N/A

Access

Three points of access are provided to the proposed subdivision, two from Vista Point Way and one from Westcliff Street. Vista Point Way will serve future residents west of the project site and a traffic circle has been incorporated into the street design to provide a traffic break and aid the slowing of traffic on Vista Point Way. In addition, internal circulation will be provided through the use of two cul-de-sacs and three segments connecting to the surrounding street systems.

Drainage

To ensure proper drainage, a drainage easement must be provided and recorded for Lots 10 through 18, and any cross-lot drainage condition that is proposed within TTM, in compliance with the City Engineering Standards for sloped areas.

ENVIRONMENTAL REVIEW

An Initial Study was prepared for the project in conjunction with the original approval, and on September 21, 2006, the Planning Commission adopted an MND finding that, with the incorporation of mitigation, the project would not have a significant impact on the environment. On September 24, 2020, the California Department of Fish and Wildlife (CDFW) Commission voted to declare the Western Joshua Tree (*Yucca brevifolia*) a candidate species under provisions of the California Endangered Species Act (CESA) for a period of one year while the agency conducted a study to consider formal protection under the law. Although not protected under CESA at the time of approval of the MND for the subject project, the City of Palmdale had regulations in place to manage the protection and preservation of Western Joshua Trees and other native vegetation pursuant to PMC Chapter 14.04. These protections were reflected in the Initial Study, and the project incorporated mitigation measures requiring the developer to prepare a Native Desert Vegetation Preservation Plan to address impacts to on-site Western Joshua Trees. However, the Western Joshua Tree is now protected under CESA, and therefore, the applicant must apply for an Incidental Take Permit through the CDFW pursuant to Fish and Game Code Section 2081(b) for impacts to Western Joshua Trees on-site. Staff has

reviewed the MND to determine whether the project triggered any of the conditions described in Sections 15162, 15163, or 15164 of the California Environmental Quality Act guidelines, which require the preparation of a subsequent supplemental, or addendum to the MND and concluded that the time extension and major modification do not propose any changes to the project and the approved MND adequately addresses the project's impact on the environment. Also, there have been no changes to the site or the surrounding area, since the approved MND was prepared that would require additional environmental clearance. As such, no further documentation is required.

FISCAL IMPACT

$9,922; Revenues to the City in the amount of $9,922 reflect fees paid by the applicant associated with submitting the application. Approval of the proposed project facilitates future construction of single-family residences which will increase revenue from property and sales tax once construction is complete.

STRATEGIC PLAN

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

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

Prepared by:	Megan Taggart, Interim Director of Economic and Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Ordinance No. 1651
Reso. No. PC-2024-024
Ord. No. 1610
Ord. No. U-1582
Reso. No. PC-2020-044
Reso. No. PC-2017-001
Reso. No. PC-2006-076
Previously adopted Mitigated Negative Declaration (MND)

CITY OF PALMDALE, A CHARTER CITY,
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1651

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE FINAL TWO-YEAR TIME EXTENSION 24-0006 AND MAJOR MODIFICATION 24-0008 TO PREVIOUSLY APPROVED TENTATIVE TRACT MAP 60500; A REQUEST TO SUBDIVIDE 30.68 ACRES INTO 66 LOTS TO FACILITATE THE CONSTRUCTION OF 65 SINGLE-FAMILY RESIDENCES AND ONE DETENTION BASIN LOCATED SOUTH OF VISTA POINT WAY AND WEST OF RANCHO VISTA BOULEVARD (APN'S: 3001-003-015 AND 3001-003-162)

A. INTENT OF THE CITY COUNCIL:

1. Advanced Civil Group, Inc., has filed an application requesting the final two-year discretionary Time Extension (TE) 24-0006 and Major Modification (MOD) 24-0008, to previously approved Tentative Tract Map (TTM) 60500, described herein (hereinafter referred to as "Application"); and,

2. The Application applies to 30.68 acres within the Rancho Vista Specific Plan (SP), indicated on the County Assessor roll as APN's 3001-003-015 and 3001-003-162, legally described on Exhibit A hereto and shown on the map attached hereto as Exhibit B; and,

3. On September 21, 2006, the Planning Commission approved TTM 60500 through Resolution No. PC-2006-076 with an expiration date of October 3, 2009; and,

4. TTM 60500 qualified for a total of seven years of extensions allowed by Senate Bill (SB) 1185, Assembly Bill (AB) 208, and AB 116, which extended the map to October 3, 2016; and,

5. On January 12, 2017, and October 3, 2019, the Planning Commission approved the first (Resolution No. PC-2017-001) and second (Resolution No. PC-202) three-year discretionary time extensions which extended the expiration date of the map to October 3, 2022; and,

6. On March 2, 2022, the City Council adopted Urgency Ordinance No. U-1582 which extended the TTM by one year, to October 3, 2023; and,

7. On May 3, 2023, the City Council adopted Ordinance No. 1610 amending Urgency Ordinance No. U-1582 to increase the term of certain TTMs by two years which extended the expiration of the map to October 3, 2025; and,

8. On September 27, 2024, Governor Gavin Newsom signed into law Assembly Bill (AB 2729), which extends the TTM by an additional 18 months to April 3, 2027; and,

9. On December 12, 2024, the Planning Commission approved Resolution No. PC-2024-024, recommending City Council approval of the proposed project; and,

10. On January 22, 2025, the City Council of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date; and,

11. All legal prerequisites to the adoption of the Ordinance have occurred.

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

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

SECTION 2. The City Council hereby finds as follows with respect to the environmental document:

A An Initial Study was prepared for the project in conjunction with the original approval, and on September 21, 2006, the Planning Commission adopted an MND finding that, with the incorporation of mitigation, the project would not have a significant impact on the environment. On September 24, 2020, the California Department of Fish and Wildlife (CDFW) Commission voted to declare the Western Joshua Tree (*Yucca brevifolia*) a candidate species under provisions of the California Endangered Species Act (CESA) for a period of one year while the agency conducted a study to consider formal protection under the law. Although not protected under CESA at the time of approval of the MND for the subject project, the City of Palmdale had regulations in place to manage the protection and preservation of Western Joshua Trees and other native vegetation pursuant to PMC Chapter 14.04. These protections were reflected in the Initial Study, and the project incorporated mitigation measures requiring the developer to prepare a Native Desert Vegetation Preservation Plan to address impacts to on-site Western Joshua Trees. However, the Western Joshua Tree is now protected under CESA, and therefore, the applicant must apply for an Incidental Take Permit through the CDFW pursuant to Fish and Game Code Section 2081(b) for impacts to Western Joshua Trees on-site. Staff has reviewed the MND to

determine whether the project triggered any of the conditions described in Sections 15162, 15163, or 15164 of the California Environmental Quality Act guidelines, which require the preparation of a subsequent supplemental, or addendum to the MND and concluded that the time extension and major modification do not propose any changes to the project and the approved MND adequately addresses the project's impact on the environment. Also, there have been no changes to the site or the surrounding area, since the approved MND was prepared that would require additional environmental clearance. As such, no further documentation is required.

B The custodian of records for the Initial Study, MND, Mitigation Monitoring and Reporting Program, and all other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to the City Council during the above-referenced January 22, 2025, public hearing, including public testimony, and written and oral staff report, the City Council specifically finds as follows:

A The proposed subdivision, together with the provisions for its design and improvement, shall be consistent and compatible with the maps, goals, objectives, and policies of the General Plan, Zoning Ordinance and any applicable specific plan. (TTM)

The proposed modification to phase the TTM in four separate phases and the time extension is consistent with the General Plan and Specific Plan as described in Exhibits C and D.

B The tentative map does not propose to divide land which is subject to contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a land conservation act contract but the resulting parcels following division of the land will not be too small to sustain their agricultural use. (TTM)

A review of the preliminary title report for the subject property revealed that the property in question has not been included in the California Land Conservation Act of 1965. The California Land Conservation Act provides property tax reductions for farmland and land designated for open space in exchange for a 10-year agreement that the land will not be developed or otherwise converted to another use. The subject site is not and has not been

designated for farmland or open space and therefore, the TTM is not subdividing land that is subject to a contract.

C The site is physically suitable for the type and proposed density of development proposed by the tentative map. (TTM)

The proposed site is physically suitable for Urban Residential (3.1-6.1 dwelling units per acre) uses as the site topography is readily available to support future single-family residential uses and the approved TTM proposed density within the range permitted by the SP and the Hillside Management Ordinance.

D The design of the subdivision and the proposed improvements, with conditions of approval, are either:

Not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, or

The design of the subdivision and the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, but an environmental impact report has been prepared and a statement of overriding considerations has been adopted, pursuant to Public Resources Code Section 21081(c), finding that specific economic, social or other considerations make it not feasible to adopt the mitigation measures or project alternatives identified in the environmental impact report. (TTM)

The project site contains western Joshua Trees and the applicant shall obtain an Incidental Take Permit with the California Department of Fish and Wildlife as outlined within the Conditions of Approval.

E The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible. (TTM)

The tentative map design provides for future passive or natural heating and cooling opportunities in the subdivision to the extent feasible because the tract is designed with adequate dimensions to maximize opportunities for passive and natural heating and cooling.

F The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems. (TTM)

G The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision, or the design of the subdivision and the type of improvements will conflict with the easements acquired by the public at large for access through or use of property within the proposed subdivision but alternate easements which are substantially equivalent to those previously acquired by the public will be provided. (TTM)

H The proposed phasing and the associated infrastructure improvements are not likely to cause serious public health and safety problems. (MOD)

I The conditions surrounding the development of the tentative map have not changed in such a way as to preclude the development of all necessary improvements or infrastructure on any phase of the tentative map. (MOD)

The design of the subdivision and the proposed improvements are not likely to cause serious public health and safety problems, because conditions of approval have been applied which require the installation of streets, curbs, and sidewalks in compliance with City standards. Also, the discharge of water from the proposed subdivision into an existing community sewer system will not result in a violation of existing requirements prescribed by the California Regional Water Quality Control Board, because the applicant is required to comply with all conditions of approval including submittal of a sanitary sewer area study, dedication if new sewer system to the City and installation of private laterals for each residential lot. In addition, the conditions of approval have not changed in a way that will preclude the development of all necessary improvements on any phase of the tentative map.

J The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area. (TTM)

K The proposed phasing represents a logical and orderly development. (MOD)

The proposed subdivision represents orderly development of the project site and surrounding area because the proposed Urban Residential designation within the SP is compatible with the adjacent existing uses and is consistent with the density approved.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, the City Council hereby approves TE 24-0006 and MOD 24-0008 subject to the Conditions of Approval as outlined within Exhibit E.

SECTION 5. 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, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 6. All legal prerequisites and pre-conditions to introducing, enacting, and adopting this Ordinance have occurred as required by law and policy.

SECTION 7. The City Clerk shall certify the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this 22nd day of January, 2025.

_____
Richard J. Loa, Mayor

Approved as to form:

_____
William P. Curley, III
City Attorney

Attest:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City 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 22nd day of January 2025 effective on the 21st day of February 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

CITY OF PALMDALE, A CHARTER CITY
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1610

AN ORDINANCE OF THE CITY OF PALMDALE, AMENDING ORDINANCE U-1582 AS IT AMENDED PALMDALE MUNICIPAL CODE SECTION 16.40.120 TO INCREASE THE INITIAL TERM OF TENTATIVE MAPS BY TWO YEARS, AND TO INCREASE THE TERM OF CERTAIN PHASED TENTATIVE MAPS BY ONE ADDITIONAL TWO-YEAR PERIOD

A. RECITALS

WHEREAS, Palmdale Municipal Code (PMC) Section 16.40.120 currently establishes that tentative maps have an initial term of 36 months; and effective January 1, 2022, Government Code 66452.6 was amended to allow cities to increase this term to 48 months;

WHEREAS, the last number of years has seen substantial volatility in the governance, finance and construction industry and such volatility has been the cause of delays for various beneficial subdivision projects, which the city previously approved, and which projects are in the public interest, and should have their map terms extended, but for which such projects have already utilized all available discretionary map extensions;

WHEREAS, if such maps are not timely extended, then the applicants will be required to again apply to the City to implement a substantially similar project for no discernable added benefit;

WHEREAS, it is in the public interest to grant such tentative maps an additional year to finalize their maps;

WHEREAS, effective January 1, 2022, Government Code Section 66452.6 was amended to mandate that cities, allow specified tentative maps that have completed phases be extended for an additional 12 months.

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. This Council hereby confirms its legislative intent as set forth in Section A of this Ordinance and hereby incorporates Section A by reference herein.

SECTION 2. **Revised PMC Section 16.40.120.A.** Subsection A of Palmdale Municipal Code 16.40.120 is hereby revised as follows for the time period from January 1, 2023, through December 31, 2024, after which time such subsection shall revert to how it existed prior to the effective date of this ordinance and shall have no effect on maps which did not use such provision:

(A) The initial approval or conditional approval of a tentative map shall expire 36 months from its adoption by the Planning Commission or, if appealed, from the City Council's action. If, however, all of the following are true for a particular tentative map, then the initial or conditional approval of the tentative map shall instead expire 48 months from its adoption by the Planning Commission, or if appealed, from the City Council's action: (1) the term of the tentative map has already been extended for the maximum number of years authorized by Section 16.40.140; (2) the applicant has not previously, and cannot in the future, use the extension authorized by subsection C of this section. Expiration of an approved or conditionally approved tentative map shall terminate all proceedings and no final or parcel map of all or any portion of the real property included within the tentative map shall be filed without processing a new tentative map in accordance with the provisions of this title. Once a complete and timely filing of a final map, as described in PMC Section 16.70.050, has been made by the subdivider to the City Engineer, the final processing, approving and recording may lawfully occur after the date of expiration of the tentative map; however, should the City Engineer determine that a complete and timely filing has not been received, the tentative map shall expire on its expiration date, unless a complete and timely filing is received prior to that date.

SECTION 3. Revised PMC Section 16.40.120.C. Subsection C of PMC Section 16.40.120 is hereby revised as follows:

(C) If the filing of multiple final maps is authorized under the tentative map approval pursuant to PMC 16.40.130, and the Planning Manager and the City Engineer determine that a condition of approval of the tentative map is an expenditure in the amount specified under Government Code Section 66452.6(a), including specified adjustments for inflation, for public improvements of public rights-of-way which are outside and/or about the boundary of the property to be subdivided and reasonably relate to the development of that property, then the tentative map will be extended for 36 months 48 months upon the timely filing of the first phase of the final map within the original approval period of the tentative map.

(1) Except as provided in subsection (C)(2) of this Section, the timely filing of subsequent final maps authorized under the tentative map approval pursuant to this subsection shall extend the life of the tentative map for a period of 36 months 48 months from the date of the previously filed final map; provided, that such extensions shall not extend the tentative map more than 10 years. However, a tentative map on property subject to a development agreement may be extended for the period of time provided for in the agreement.

(2) If two or more final maps from the same tentative map are filed within any period of 12 consecutive months, the applicant shall only be entitled to one automatic extension, pursuant to Government Code Section 66452.6(a) and subsection (C) of this Section. Notwithstanding anything else in this subsection C to the contrary, the term of any tentative map extended under this subsection C shall not be extended except to the extent required by state law. See Government Code 66452.6(a).

(3) A request by a subdivider for the granting of an automatic time extension shall be processed as an administrative review of the tentative map to reflect conditions of approval and shall be subject to any fees required by City Council resolution.

SECTION 4. Intent of January 1, 2023, through December 31, 2024, Sunset. It is the intent of the Council that Section 1 of this Ordinance be implemented in the following manner. It is intended that applicants which use this provision have their maps extended for the full 24 months, notwithstanding the removal of the provision from the PMC on January 1, 2023, pursuant to Ordinance No. U-1582. For example, if a map would have expired on December 31, 2022, but for this Ordinance, and such map qualifies for the one-year extension authorized by this ordinance, then such map shall be extended through December 31, 2024. If, however, a map is set to expire on January 1, 2023, then because Section 1 would not apply, such map would not qualify for any one-year extension, and shall continue to expire on January 1, 2023.

SECTION 5. California Environmental Quality Act. The City Council finds the approval of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to: (a) CEQA Guidelines Sections 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; (b) CEQA Guidelines Section 15061(b)(3) because it has no potential for causing a significant effect on the environment; and under (c) 15378(c)(2), because CEQA does not apply to procedure making. This Ordinance merely changes the period of time under which construction is allowed – it does not authorize any construction which would not already have been analyzed under CEQA and is within the scope of the City charter.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 7. The City of Palmdale, California is a Charter City and has specified that it has the authority to deviate from, supersede and alter general law regulations for the good of the local interests of the City of Palmdale. This City Council finds that granting a further extension to specified tentative tract maps is in the best interests of the City of Palmdale. Further, this City Council finds this its decision and this Ordinance, to be consistent with conforming to, and authorized by the City of Palmdale City Charter. This City Council further finds that this exercise of its charter derived authority is consistent with all legal and procedural requirements and preconditions applicable to this exercise of its authority under the City Charter.

SECTION 8. All legal pre-requisites and pre-conditions to the introduction, enactment and adoption of this Ordinance have occurred as required by law and policy.

SECTION 9. 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 3rd day of May, 2023.

Laura Bettencourt, Mayor

Approved as to form:

William P. Curley, III,
Interim City Attorney

ATTEST:

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 3rd day of May, 2023 by the following roll call vote:

AYES: Bettencourt, Alarcón, Loa, Ohlsen

NOES: None

ABSTAIN: None

ABSENT: Bishop

Date: May 9, 2023

Rochelle Scott, Acting City Clerk

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. U-1582

AN URGENCY ORDINANCE OF THE CITY OF PALMDALE, AMENDING SECTION 16.40.120 OF THE MUNICIPAL CODE TO INCREASE THE INITIAL TERM OF TENTATIVE MAPS BY ONE YEAR, AND TO INCREASE THE TERM OF CERTAIN PHASED TENTATIVE MAPS BY ONE ADDITIONAL YEAR

WHEREAS, Palmdale Municipal Code section 16.40.120 currently establishes that tentative maps have an initial term of 36 months; and effective January 1, 2022, Government Code 66452.6 was amended to allow cities to increase this term to 48 months; and

WHEREAS, The last number of years has seen substantial volatility in the construction industry, and such volatility has been the cause of delays for various subdivision projects which the city previously approved, and which projects are in the public interest, and should have their map terms extended, but for which such projects have already utilized all available discretionary map extensions; and

WHEREAS, If such maps are not timely extended, then the applicants will be required to again apply to the city to implement a substantially similar project, and for no discernable added benefit; and

WHEREAS, It is in the public interest to grant such tentative maps an additional year to finalize their maps; and

WHEREAS, Effective January 1, 2022, Government Code section 66452.6 was amended to mandate that cities allow specified tentative maps that have completed phases be extended for an additional 12 months.

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Revised Subsection A of Section 16.40.120. Subsection A of Palmdale Municipal Code 16.40.120 is hereby revised as follows through December 31, 2022, after which time such subsection shall revert to how it existed prior to the effective date of this ordinance and shall have no effect on maps which did not use such provision: (A) The initial approval or conditional approval of a tentative map shall expire 36 months from its adoption by the Planning Commission or, if appealed, from the City Council's action. If, however, all of the following are true for a particular tentative map, then then the initial or conditional approval of the tentative map shall instead expire 48 months from its adoption by the Planning Commission, or if appealed, from the City Council's action: (1) the term of the tentative map has already been extended for the maximum number of

years authorized by section 16.40.140; (2) the applicant has not previously, and cannot in the future, use the extension authorized by subsection C of this section. Expiration of an approved or conditionally approved tentative map shall terminate all proceedings and no final or parcel map of all or any portion of the real property included within the tentative map shall be filed without processing a new tentative map in accordance with the provisions of this title. Once a complete and timely filing of a final map, as described in PMC 16.70.050, has been made by the subdivider to the City Engineer, the final processing, approving and recording may lawfully occur after the date of expiration of the tentative map; however, should the City Engineer determine that a complete and timely filing has not been received, the tentative map shall expire on its expiration date, unless a complete and timely filing is received prior to that date.

SECTION 2. Revised Subsection C of Section 16.40.120. Subsection C of Palmdale Municipal Code 16.40.120 of the Palmdale Municipal Code is hereby revised as follows:

(C) If the filing of multiple final maps is authorized under the tentative map approval, pursuant to PMC 16.40.130, and the Director of Planning and the City Engineer determine that a condition of approval of the tentative map is an expenditure in the amount specified under Government Code Section 66452.6(a), including specified adjustments for inflation, for public improvements of public rights-of-way which are outside and/or abut the boundary of the property to be subdivided and reasonably relate to the development of that property, then the tentative map will be extended for ~~36 months~~ 48 months upon the timely filing of the first phase of the final map within the original approval period of the tentative map.

(1) Except as provided in subsection (C)(2) of this section, the timely filing of subsequent final maps authorized under the tentative map approval pursuant to this subsection shall extend the life of the tentative map for a period of ~~36 months~~ 48 months from the date of the previously filed final map; provided, that such extensions shall not extend the tentative map more than 10 years. However, a tentative map on property subject to a development agreement may be extended for the period of time provided for in the agreement.

(2) ~~If two or more final maps from the same tentative map are filed within any period of 12 consecutive months, the applicant shall only be entitled to one automatic extension, pursuant to Government Code Section 66452.6(a) and subsection (C) of this section~~. Notwithstanding anything else in this subsection C to the contrary, the term of any tentative map extended under this subsection C shall not be extended except to the extent required by state law. See Government Code 66452.6(a).

(3) A request by a subdivider for the granting of an automatic time extension shall be processed as an administrative review of the tentative map to reflect conditions of approval, and shall be subject to any fees required by City Council resolution.

SECTION 3. Intent of December 31, 2022 Sunset. It is the intent of the Council that section 1 of this ordinance be implemented in the following manner. It is intended that applicants which use this provision have their maps extended for the full 12 months,

notwithstanding the removal of the provision from the municipal code on January 1, 2023. For example, if a map would have expired on December 31, 2022, but for this ordinance, and such map qualifies for the one year extension authorized by this ordinance, then such map shall be extended through December 31, 2023. If, however, if a map is set to expire on January 1, 2023, then because Section 1 would not apply, such map would not qualify for any one year extension, and shall continue to expire on January 1, 2023.

SECTION 4. CEQA. The City Council finds the approval of this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to: (a) CEQA Guidelines Sections 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; (b) CEQA Guidelines section 15061(b)(3) because it has no potential for causing a significant effect on the environment; and under (c) 15378(c)(2), because CEQA does not apply to procedure making. This ordinance merely changes the period of time under which construction is allowed – it does not authorize any construction which would not already have been analyzed under CEQA.

SECTION 5. Urgency. This Ordinance shall take effect immediately because of the need for the preservation of the public peace, health and safety for the reasons set forth in the Whereas clauses in the beginning of this Ordinance.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

[*continued on next page*]

SECTION 7. 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, 2022.

Steven D. Hofbauer, Mayor

Approved to form:

Christopher L. 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, 2022 by the following roll call vote:

AYES: Hofbauer, Loa, Carrillo, Bishop, Bettencourt

NOES: None

ABSTAIN: None ABSENT: None

Date: 3/30/2022

Shanae S. Smith, City Clerk

CITY OF PALMDALE
LOS ANGELES COUNTY, CALIFORNIA
RESOLUTION NO. PC-2006-076

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALMDALE, CALIFORNIA, APPROVING TENTATIVE TRACT MAP 060050, A REQUEST TO SUBDIVIDE 30.68 ACRES INTO 66 SINGLE FAMILY LOTS INCLUDING ONE DETENTION BASIN LOCATED SOUTH OF VISTA POINT DRIVE AND WEST OF THE TERMINUS OF WESTCLIFF STREET (TTM 060050)

A. RECITALS

(i) Mr. Robert Yu has filed an application requesting the approval of Tentative Tract Map 060050 described herein (hereinafter referred to as "Application").

(ii) The Application applies to 30.68 acres within the R-1-7,000 zone district, referred to on the County Assessor's roles as APN 3001-003-009 and 3001-003-015, legally described on Attachment I hereto and shown on the map attached hereto as Attachment II.

(iii) The Application, as contemplated, proposes to create 66 lots for residential use including a detention basin lot.

(iv) The project site is currently vacant. Elevations on the property vary between 2765 and 2860 feet. The northern portion of the site slopes gently to the north and the southern portion consists of steep ridges and canyons. Soils are thin and rocky. Vegetation on most of the property is a relatively dense juniper and Joshua woodland.

(v) Zone designations on adjacent properties are: Rancho Vista Specific Plan to the north, east and west and R-1-7,000 (Single Family Residential) to the south.

(vi) An environmental Initial Study for the Application was completed on July 28, 2006, and no significant adverse impacts were identified that could not be mitigated to a level of insignificance.

(vii) On August 17, 2006, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application, and continued the project for 30 days.

(viii) On September 21, 2006, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application, and concluded said hearing on that date.

(ix) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

NOW THEREFORE, it is hereby found, determined, and resolved by the Planning Commission of the City of Palmdale, as follows:

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

2. Based upon substantial evidence presented to this Commission during the public hearings held on August 17, 2006 and September 21, 2006, including public testimony, and written and oral staff reports, this Commission specifically finds as follows:

   (a) Based upon the environmental Initial Study and the conditions and mitigation measures which have been applied to the Application, the proposed tentative tract will not have a significant adverse effect on the environment.

   (b) The proposed subdivision is consistent with the adopted General Plan policies and land use designation of SFR 3 (Single Family, 3.1-6 du/ac) because it conforms to the design standards, and location specified for that designation because the subdivision is developing no differently than a typical subdivision with a SFR 3 Land Use designation which is located within a hillside area.

   (c) The location of substantial open space area on the southern portion of the property which incorporates slopes of between 11 and 50% has resulted in a project density of 2.15 du/ac, less than the applicable General Plan density range of 3.1-6 du/ac under the SFR 3 land use designation. This density is consistent with the spirit of the land use policies which are in place to ensure that this project is consistent with other projects in the same land use category and the requirement of the Hillside Ordinance, and the project meets that requirement.

(d) The site is physically suitable for the type and density of development proposed because the proposed density of 2.15 units per acre is within the allowable range per the Hillside Ordinance, which provides for a maximum of 67 lots (excluding non-residential lots) based on the slope analysis provided for the project, infrastructure is capable of supporting the project density of 2.15 dwelling units/acre, and there are no other known physical or environmental constraints.

(e) The tentative tract map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible because the tract is designed with lots of adequate dimensions to maximize the opportunities for passive and natural heating and cooling.

(f) The tentative tract map does not propose to divide land which is subject to a contract entered into pursuant to the California Land Conservation Act of 1965, because the property in question has not been included in any such contract.

(g) The discharge of waste from the proposed subdivision into an existing community sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board, because the applicant is required to comply with all Conditions of Approval regarding sanitary sewers as contained in Attachment III of this Resolution.

(h) The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, because the property is within an area of the City designated for development, the initial study prepared for the project did not identify the site as containing unique or sensitive environmental qualities, and no threatened, rare or endangered plant or animal species were identified during review of the project.

(i) The design of the subdivision and the proposed improvements are not likely to cause serious public health problems because conditions of approval have been applied to the project to require compliance with applicable codes and ordinances designed to protect public health and safety.

(j) The design of the subdivision and the proposed improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision because no such easements exist on the property.

(k) The design of the subdivision and the conditions of approval require dedication and improvement of publicly owned rights-of-way, storm drains and other drainage facilities, and landscape easements. The public improvements required for this subdivision are proportional to the impacts caused by the proposed development and are necessary in order to provide access to future residences within the project, create aesthetic amenities for the benefit of future residents, protect the subdivision and surrounding properties from flooding impacts, and promote the safety of the general public.

(l) The density, grading, and design standards contained in the Zoning Ordinance Chapter 10 Article 100, Hillside Management, have been complied with in the overall design of the project because the proposed density of 2.15 du/ac is calculated based on the analysis performed under these requirements, grading plan submittal reflects the best effort to minimize impact to hillsides, and the proposed layout complies with other standards contained in the Chapter.

(m) The project design and site layout retains and utilizes natural contours of the site to the maximum extent feasible because the grading is limited to pad areas and to accommodate roadways as indicated in the grading plan.

(n) The project design incorporates drought tolerant landscape materials, water conserving irrigation techniques and erosion control measures in a manner that eliminates both short and long term erosion hazards while providing for aesthetic and effective re-vegetation of these slope areas because the proposed contour grading incorporates benches, drainage swales and where feasible based on soil conditions, slopes are proposed for revegetation.

(o) Development is sited in a manner that substantially retains the visual qualities and natural elevations of the significant ridgelines and prominent landforms forming the City's skyline backdrop, as defined in the Hillside Management Ordinance, and preserves those portions of the ridgelines visible from the Antelope Valley

floor, or adjacent valleys, as a scenic skyline backdrop to the City because prominent ridgelines located to the south of the project area are kept in its natural state without any encroachment.

(p) The impacts on adjacent neighborhoods of an established character are minimized when density transfer is proposed by employing design elements and locational characteristics consistent with criteria contained within the Hillside Ordinance because the applicant is not proposing any density transfers and proposed lots meet or exceed the minimum 7,000 square feet lot size.

3. The Planning Commission hereby finds that the proposed Mitigated Negative Declaration prepared in connection with Tentative Tract Map 060050 was prepared in compliance with the California Environmental Quality Act, has been reviewed and considered by the Planning Commission, and reflects the independent judgment of the Planning Commission, and that based on the Initial Study and the entire record of proceedings, there is no substantial evidence that the proposed project will have a significant effect on the environment. Therefore, the Planning Commission hereby adopts the Mitigated Negative Declaration for the project as included in the agenda packet for the September 21, 2006 Planning Commission meeting. The Director of Planning is hereby designated as the custodian of the documents and other materials, which are on file at the City of Palmdale Planning Department, 38250 North Sierra Highway, Palmdale, California.

4. Based on the findings and conclusions set forth in paragraphs 1, 2, and 3 above, this Commission hereby approves Tentative Tract Map (TTM) 060050, subject to the Conditions of Approval as set forth in Attachment III.

5. The Deputy City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 21st day of September, 2006

AYES: 4 (Vice Chair Ontiveros, Commissioners Berg, Dino and Thompson)

NOES: 0

ABSENT: 1 (Chairman Mayfield) ABSTAIN: 0

Lori Ontiveros, Vice Chair
Planning Commission

ATTEST:

Lynn O'Brien, Deputy City Clerk

ATTACHMENT I

LEGAL DESCRIPTION
FOR
TENTATIVE TRACT MAP (TTM) 060050

PARCEL 1

THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL ON SEPTEMBER 3, 1855.

Parcel 2

THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

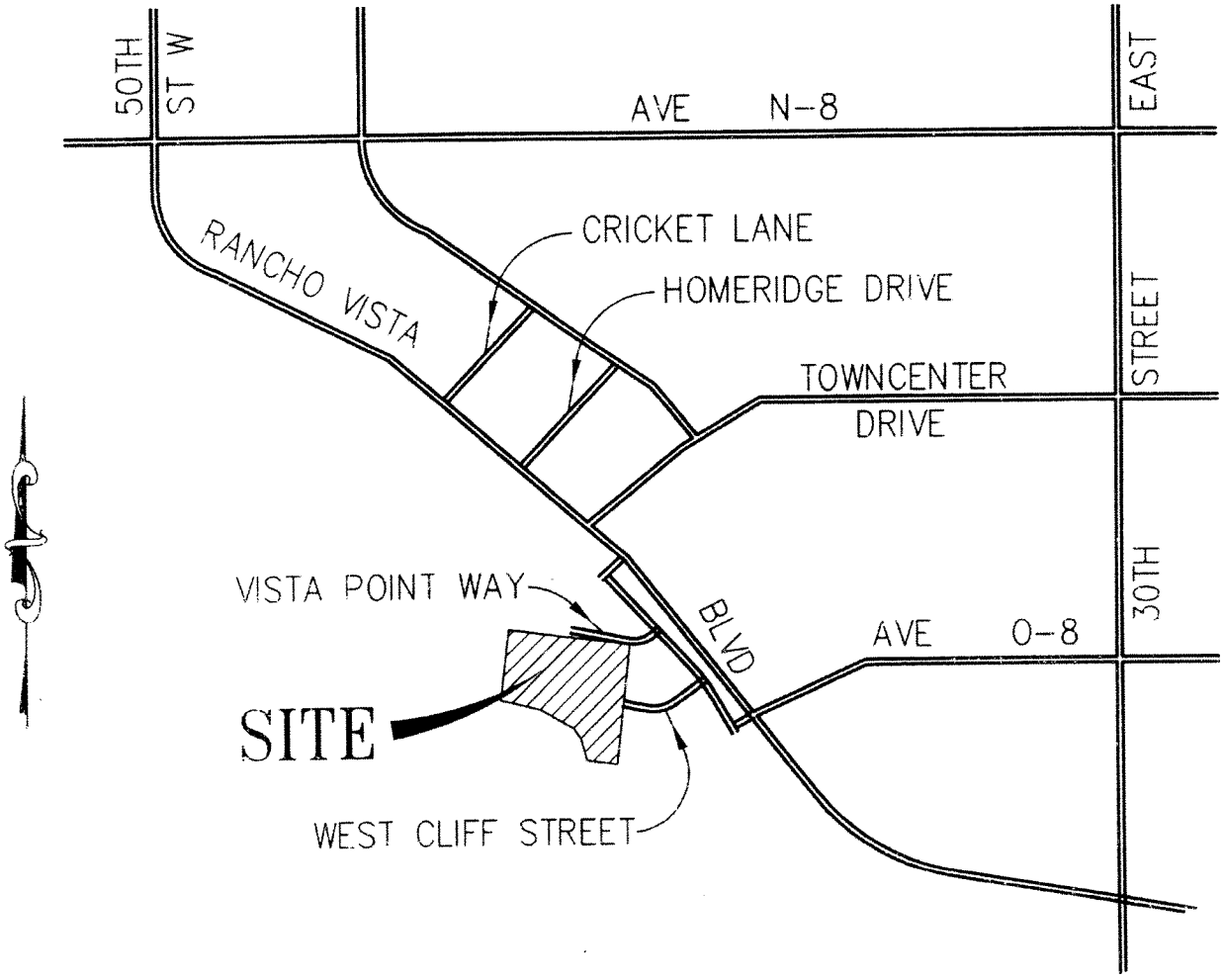
EXCEPT THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 24, 1967 AS INSTRUMENT NO. 505, IN BOOK D3565 PAGE 976, OFFICIAL RECORDS, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18 OF SAID TOWNSHIP AND RANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 18, SOUTH 89° 29' 55" EAST , 873.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3° 15' 41" WEST 324.97 FEET; THENCE NORTH 49° 25' 52" WEST. 342.16 FEET; THENCE NORTH 19° 12' 04" WEST, 201.02 FEET; THENCE NORTH 65° 05' 14" WEST, 265.45 FEET; THENCE NORTH 15° 06' 34" WEST, 269.17 FEET; THENCE SOUTH 73° 48' 41" WEST, 234.69 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 18, SAID POINT BEING DISTANT THEREON NORTH 0° 22' 58" WEST, 1035.43 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE ALONG SAID WESTERLY LINE 0° 22' 58" WEST 816.78 FEET; THENCE SOUTH 83° 24' 58" EAST, 436.44 FEET; THENCE SOUTH 67° 17' 20" EAST 492.27 FEET; THENCE SOUTH 21° 38' 11" EAST 941.55 FEET; THENCE SOUTH 89° 12' 43" EAST, 293.10 FEET; THENCE SOUTH 29° 34' 26" EAST, 862.13 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 18, SAID POINT BEING DISTANT THEREON SOUTH 89° 29' 55" EAST 1067.17 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 29' 55" WEST 1067.17 FEET TO THE TRUE POINT OF BEGINNING.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIBED EXCEPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5.

ATTACHMENT II

VICINITY MAP
FOR
TENTATIVE TRACT MAP 060050



ATTACHMENT III

FINAL

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP 060050

APPROVAL DATE: September 21, 2006
EFFECTIVE DATE: October 3, 2006
EXPIRATION DATE: October 3, 2009

These conditions of approval apply to Tentative Tract Map 060050, a subdivision of 30.68 acres zoned R-1-7,000 into sixty-six lots including one detention basin located south of Vista Point Drive and west of the terminus of Westcliff Drive. For the purpose of these conditions, the term "applicant" shall also mean the developer, the subdivider, the owner or any successor(s) in interest to the terms of this approval.

GENERAL CONDITIONS:

1 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the Planning Commission upon submittal of a formal application, required exhibits and appropriate fees in accordance with the City's Zoning Ordinance. In granting any such time extension, the City of Palmdale may impose new conditions and standards on the tentative map, pursuant to Section 66452.6(e) of the Government Code. (P)(E)

2 This Tentative Tracts Map is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the map labeled Exhibit A dated June 8, 2006 as modified by these Conditions of Approval. Final map(s) shall be in substantial compliance with the tentative map and these Conditions of Approval. (P)(E)

3 The applicant shall comply with all requirements of the Palmdale Municipal Code, all requirements of the City of Palmdale ordinances, resolutions, and all applicable standards and policies that are in effect at the time that building permits are issued for the development. (P)(E)

4 Within five days after approval of this project, R.Y. Properties, Inc. shall remit to the City a cashier's check, payable to Los Angeles County, in the amount of $25 for a documentary handling fee in connection with Fish and Game Code requirements. Furthermore, if the Department of Fish and Game determines that

this project is not exempt from a filing fee imposed pursuant to Fish and Game Code Section 711.4 because the project has more than a de minimis impact on fish and wildlife, then R.Y. Properties, Inc. shall also pay to the Department of Fish and Game any fee and any fine which the Department determines to be owed. (P)

5 When exhibits and written conditions of approval are inconsistent, the written conditions shall prevail. (P)(E)

6 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this subdivision. If off-site public improvements are required, said improvements shall be located within public easements. This tentative map approval is subject to the applicant's acceptance of the City of Palmdale's requirements for acquisition of said public easements, including the applicant's financial responsibility. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

7 The applicant shall participate in such on-site and off-site water service improvements as may be required by the serving water purveyor. (E)

8 Coordination with utility companies by the applicant's engineer during design shall be required in order to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

9 The applicant shall comply with all requirements of the Congestion Management Program for the County of Los Angeles and any related City of Palmdale requirements. These shall include, but are not limited to: trip reduction, deficiency plan, traffic and public transportation requirements and improvements, and impact fee requirements. (TE)

10 The applicant shall comply with all provisions of Municipal Code Chapter 14.05, Water Efficient Landscape Ordinance. (E)

11 The applicant shall defend, indemnify, and hold harmless the City of Palmdale its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City of Palmdale, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Palmdale concerning

this subdivision, including but not limited to any approval or condition of approval of the City Council, Planning Commission, or Planning Director, which action is brought within the time period provided for in Government Code Section 66499.37. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the subdivision and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

12 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the Palmdale Municipal code, including the requirement that a business license be obtained by all entities doing business in the City. (P)

13 For phased development, the applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site, in accordance with the property maintenance requirements as set forth in the Palmdale Municipal Code, Chapter 8.36. (P)

14 In the event the applicant files a final map with respect to any phase or phases of the tentative map less than one year from a previous filing of a final map for the project, the applicant shall be entitled to only one automatic extension pursuant to Government Code Section 66452.6(a) for those filings. (P)

15 Left-turn ingress and/or egress at all access locations is subject to approval of the Traffic/Transportation Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

16 The applicant shall fully cooperate with any adjacent property development in order to provide improved site access in the future. (TE)

17 Pursuant to Government Code section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this

project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF THE TENTATIVE MAP FOR CONDITION COMPLIANCE:

18 Submit four copies of a revised tentative map showing condition compliance along with required fee(s) for plan check review. Lot sizes for individual lots shall be indicated and all lots shall meet or exceed the minimum lot area and required lot dimensions contained in the Zoning Ordinance for the R-1 Zone. Portions of lots included within the Landscape Maintenance Assessment District shall not be utilized in determining compliance with the minimum lot area standards. (P)

19 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be prepared and signed (and stamped where required) only by those individuals legally authorized to do so. Plans for public improvements shall be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

20 The applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees. Grading activities extending beyond phase boundaries shall require prior approval of the City Engineer and Director of Planning. Such grading activity shall be reflected in the subdivision improvement agreement of the phase which request such grading. (E)

21 The applicant is required to provide an acceptance letter from the golf course owner regarding impact from run off leaving this project site, to the satisfaction of the City Engineer. (E)

22 Grading and wall plans shall be submitted for review and approval to the Engineering Division. Approval by both the City Engineer and Director of Planning shall be obtained prior to the issuance of a Grading Permit. Perimeter walls shall be consistent with the design and materials of any previously

approved adjacent perimeter wall to provide continuity of the streetscape. Final grading and wall concepts shall be in substantial conformance with those shown on the tentative map, conceptual grading plan, and in accordance with the following: (P)(E)

22.1 Northerly Boundary - The applicant shall provide a 6-foot high decorative wall for Lot 1 to be constructed of a minimum of two different types or colors of textured block, a combination of patterned concrete, stucco, or other embellished materials and an open view fencing in compliance with the City Engineer's guidelines for lot 38 (detention basin).

22.2 Southerly Boundary - The applicant shall provide a 6-foot high wrought iron and block pilaster fence. The applicant shall coordinate this fence with the Department of Water Resources and remove any existing chain link fencing.

22.3 Easterly Boundary - The applicant shall provide 6-foot high decorative wall to be constructed of a minimum of two different types or colors of textured block, a combination of patterned concrete, stucco, or other embellished materials where appropriate and provide a wrought iron fence with pilasters in other areas. Materials shall be approved by the Planning Department.

22.4 Westerly Boundary - The applicant shall provide 6-foot high decorative wall to be constructed of a minimum of two different types or colors of textured block, a combination of patterned concrete, stucco, or other embellished materials where appropriate and a wrought iron fence with pilasters in other areas. Materials shall be approved by the Planning Department.

22.5 All corner lots shall contain a decorative masonry block wall on the street side of the lot.

22.6 All interior property line walls, if proposed, shall be constructed of masonry, wrought iron, durable vinyl, or other similar durable materials as approved by the Director of Planning.

23 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope, the wall shall be set back a minimum of two and one-half (2-1/2) feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)

24 The exterior face and footings of all project perimeter walls shall be located no more than two (2) inches from the property line on the subject property. (P)(E)

25 Double boundary walls between developments are prohibited except as approved by the Director of Planning and City Engineer. (P)(E)

26 The final grading plan shall indicate that all rear and interior side yard slopes are up slopes to property lines as indicated on the tentative map. (P)(E)

27 All manufactured slopes on or adjacent to project boundaries shall meet the setback requirements of Chapter 70 of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any slope not meeting these requirements. In addition, slopes are required to meet City Standards with respect to erosion control. (E)(B&S)

28 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. (E)

29 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. (E)

30 Three (3) copies of final landscape and irrigation plans shall be submitted to the City Engineer for review and approval. Said plans shall include street tree and slope erosion control plans, as determined necessary by the City Engineer. One copy of the approved plans shall be submitted to the Planning Department. (P)(E)

31 The applicant shall submit for review and approval by the City Engineer, three (3) sets of landscaping and irrigation system plans for the areas included in the Landscape Maintenance Assessment District. (E)

32 The applicant shall incorporate into the project design all existing easements within the project boundaries, or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Director of Planning/City Engineer or the Planning Commission. (P)(E)

33 The applicant shall obtain off-site easements from affected property owner(s) for all proposed off-site improvements and grading activities (slopes, drainage, walls, etc.). If said easements cannot be obtained, the project shall be redesigned to incorporate said improvements and grading entirely within the project boundary, to the satisfaction of the Director of Planning and the City Engineer. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition. (P)(E)

34 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any property is increased, concentrated, diverted, or changed in any form as required by State law. (E)

35 A final hydrology study and hydraulics report shall be prepared for this subdivision and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts. (E)

36 An on-site/off-site storm drainage basin (detention) shall be required for this subdivision according to the City of Palmdale's adopted Storm Water Management Policy. Such basin(s) shall be sized and configured as a buildable lot based on the zoning; granted in fee to the City for drainage and landscape purposes; and annexed to the Landscape Maintenance Assessment District. (E)

37 This subdivision shall be designed in accordance with the City's Floodplain Management Ordinance, Master Plan of Drainage, and related criteria within the Engineering Design Standards. (E)

37.1 All drainage facilities shall be designed to be compatible with Master Plan of Drainage facilities. Applicant shall provide system piping to allow for the future elimination of the drainage basin. (E)

37.2 Reimbursement for drainage facilities shall only be considered for the applicant's dedication and construction of those facilities depicted on the City's Master Plan of Drainage in accordance with Section 66486 of the Government Code. (E)

38 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the issuance of a grading permit. (E)

39 The applicant shall comply with all provisions of Municipal Code Chapter 14.04, Joshua Tree and Native Vegetation Preservation and the Desert Vegetation Preservation Plan prepared for the project. (P)(E)

40 *Prior to issuance of a grading permit, an updated survey of all on-site Joshua trees and California juniper shall be completed by a qualified biologist to determine the extent of project related impacts. A three-year monitoring program shall be implemented in accordance with the biota study. (P)

41 *The project developer shall prepare a Native Vegetation Preservation Plan to address impacts to on-site Joshua trees and California junipers. This plan shall comply with all requirements of the City of Palmdale Native Desert Vegetation Preservation Ordinance. (P)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

42 The applicant shall petition the City to form a Landscape Maintenance Assessment District for the maintenance of landscaping and appurtenant facilities. Such district shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the

applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the formation of the Landscape Maintenance Assessment District, the Developer shall propose an alternative maintenance entity and shall be responsible for the maintenance of the landscaping and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Developer. (E)

43 The applicant shall provide written evidence to the Planning and Engineering Departments that approval has been obtained from the Los Angeles County Fire Department. (F)(P)(E)

44 The applicant shall enter into a subdivision improvement agreement and post securities with the City and pay all applicable fees at the time of subdivision approval for those improvements necessary to support this subdivision, as determined by the City Engineer. If any transfer of ownership/title of land within this proposed subdivision takes place prior to release of all agreements and securities, the new applicant shall be required to enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the new applicant take effect. (E)

45 The applicant shall provide standard street improvements for the south half of Vista Point Way across the project frontage. The design shall be based on a 64 foot right-of-way on an acceptable centerline profile extending a minimum 300 feet beyond the project where applicable. These improvements shall consist of: (E)

45.1 Curb and gutter,

45.2 Sidewalk (width = 5 feet),

45.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

45.4 Traffic control signs and devices as required by the City Traffic Engineer,

45.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

45.6 Wheelchair ramp(s) at all walk returns,

45.7 Roadway drainage device(s),

45.8 Streetlights,

45.9 Design and construct turn around at westerly tract boundary as shown on the approved tentative map.

46 The applicant shall provide standard street improvements for "A" Street, up to "B" Street: "D" Street, "E" Street and "F" Street within the project boundary, face of curb to face of curb width of 36 feet (60 foot right-of-way). These improvements consist of: (E)

46.1 Curb and gutter,

46.2 Sidewalk (width = 5 feet),

46.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

46.4 Traffic control signs and devices as required by the City Traffic Engineer,

46.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

46.6 Wheelchair ramp(s) at all walk returns,

46.7 Roadway drainage device(s),

46.8 Forty (40) foot minimum improvements are required,

46.9 Streetlights,

47 The applicant shall provide standard street improvements for "A" Street, south of "B" Street and "C" Street within the project boundary, face of curb to face of curb width of 34 feet (58 foot right-of-way). These improvements consist of: (E)

47.1 Curb and gutter,

47.2 Sidewalk (width = 5 feet),

47.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

47.4 Traffic control signs and devices as required by the City Traffic Engineer,

47.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

47.6 Wheelchair ramp(s) at all walk returns,

47.7 Roadway drainage device(s),

47.8 Forty (40) foot minimum improvements are required,

47.9 Streetlights,

48 The applicant shall provide the following public improvements needed to serve each phase: (E)(F)

48.1 The applicant shall provide the means for future access to the State Water project property to the south via an easement acceptable to the City.

49 The applicant and/or the developer of the tract shall be responsible for constructing the entire roundabout at Vista Point Way and "A" Street. (P) (E)

50 Provide a striping and signing plan, subject to the approval of the Traffic/Transportation Engineer, prior to the approval of the street improvement plans. The striping and signing plan shall be made part of the final street improvement plans. (TE) (E)

51 All areas within the tract designated by the City Engineer as requiring a landscape easement shall be shown as an 'Easement for Landscaping Purposes' on the final map. (E)

52 A sanitary sewer-area study for this subdivision shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from Los Angeles County Sanitation District prior to issuance of a sewer permit. (E)

53 The applicant shall obtain sufficient off-site sewer easements and design and construct an off-site outfall sewer with supplemental size, capacity, and length as required by the City Engineer. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

54 Water mains shall be designed to meet or exceed the total flow requirements determined for domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Chief. (E)

55 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not bee installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)

55.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

55.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

56 A set of approved water plans from the water purveyor shall be filed with the Los Angeles County Fire Department. (F)

57 Street lighting plans shall be reviewed and approved as part of the approval of the street improvement plans. Street lighting plans shall be submitted to the City Engineer for review and approval and to Southern California Edison Company for their use. (E)

58 The applicant shall petition the City to form a Streetlight Benefit Assessment District for the maintenance of streetlights and appurtenant facilities. Such district shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the formation of the district, the Developer shall propose an alternative maintenance entity and shall be responsible for the maintenance of the streetlights and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Developer. (E)

59 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)

59.1 Water District

59.2 Southern California Edison

59.3 Southern California Gas Company

59.4 Pacific Bell or General Telephone

59.5 Cable TV

60 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

61 Dry wells shall be required for this subdivision to dispose of on-site nuisance water. The applicant shall be required to install appropriate measures to protect dry wells and basins from silt during grading operations and any off-site flow from undeveloped areas designed to flow through subdivision. (E)

62 Will Serve letters will be required before the map is submitted to City Council for approval. The following is a list of the minimum Will Serve letters required: (E)

62.1 Water District

62.2 Southern California Edison

62.3 Southern California Gas Company

62.4 Cable TV

62.5 School District

63 A preliminary title report and subdivision guarantee is needed showing all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded, unless approved by the City Engineer and subordinated to any City easements by a certification upon the title sheet of the final map, prior to the grant. (E)

64 The applicant shall prepare Covenant's, Conditions, and Restrictions (CC&R's) for review and approval by the Director of Planning, City Engineer, and City Attorney. Such CC&R's shall include all elements deemed necessary by the City Attorney (guidelines available at the Planning Department) including provisions that require lot owners to maintain unimproved natural open space areas within their lots and prohibiting construction of any structures within these areas except as approved by the City. The applicant shall be responsible for all City Attorney costs regarding review of said CC&R's prior to recordation of any phase. (P)(E)

65 In cases where the applicant indicates that multiple final maps will be filed, a Phasing Plan shall be submitted for review and approval by the Director of Planning and City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this tentative map until such time as the City of Palmdale has had the opportunity to evaluate the phasing and impose reasonable conditions, related to the phasing. (E)

66 The applicant shall record a deed restriction for lots 9-19, 21 and 22 which restricts the use of the portion of these lots to remain as natural open space. Maintenance of these areas shall be the individual property owner's responsibility. Said deed shall include a restriction on building, grubbing, grading and revegetation of these areas except as approved by the Director of Planning. (P)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY PHASE OF THE SUBDIVISION:

67 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies including, but not limited to, the following as applicable:

Los Angeles County Sanitation District
Los Angeles County Department of Health Services
Los Angeles County Consolidated Fire District
Los Angeles County Waterworks
Westside Union School District
Antelope Valley Union High School District

The duty of inquiry as to such requirements shall be upon the applicant. Proof of payment shall be provided to the Building and Safety Department prior to issuance of any building permits. (P)(E)(B&S)

68 The applicant shall submit full sized copies of the final recorded map in the form of one set of mylar and three sets of blueline to the City Engineer, and shall also submit an 8-1/2 x 11 inch mylar copy of the final map to the Planning Director and City Engineer. The applicant shall provide a computerized .dwg format of the final recorded tract map which is compatible with the City's G.I.S. program to

the City Engineer. The final map shall be projected in NAD 83 State Plane Zone (5 in feet). (E)(P)

69 Subdivision Development Plan applications shall be submitted, either for the entire tract or in complete submittals for each phase, and shall include all documents and maps required by the Subdivision Development Plan Application and a copy of the Planning Department stamped final tentative map (inclusive of all conditions of approval). Separate submittals for components of a phase or entire tract may be accepted; however, full Subdivision Development Plan fees shall be paid for each separate submittal. Subdivision Development Plans shall be in compliance with the City Zoning Ordinance and the General Plan Community Design Element in effect at the time of submittal. (P)

70 A Temporary Use Permit for proposed on-site model homes shall be filed concurrently with the Subdivision Development Plan application for designated model home lots and shall include all documents and maps required in Chapter 2, Section 27.03.B.5 of the City Zoning Ordinance and by the Temporary Use Permit Application. (P)

71 Model homes shall comply with the Standards of Development of the R-1 Zone (Single-Family Residential) for single family residences pursuant to Section 41.09 of the Palmdale Zoning Ordinance. (P)

72 Temporary sales trailers shall comply with the setback requirements of the R-1 Zone (Single-Family Residential) for single family residences and shall be permitted and operated pursuant to Section 27.03.B.4 (Temporary Use Permit) of the Palmdale Zoning Ordinance. (P)

73 The applicant shall comply with all requirements of the Palmdale Building and Safety Department including posting of necessary securities to ensure conversion of model structures or any portion of a model structure for residential habitation prior to issuance of occupancy permits. (B&S)

74 The applicant shall submit detailed plans to the Building and Safety Department for all building construction and obtain plan approval. (B&S)

75 All agency approvals for permit issuance shall be on file with the Building and Safety Department. (B&S)

76 Grading shall be designated "Engineered Grading" per City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed according to the phasing plan approved by the Director of Planning and the City Engineer. (P)(E)

77 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to release of rough grading. The City of Palmdale Building Code requires these reports and statements from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

78 All sanitary sewer mains to be dedicated to the City are to be provided with as-built plans and have TV video inspection, as required by City Inspector, prior to final acceptance for maintenance. (E)

79 The applicant shall obtain addresses established by the City Engineer, and pay applicable processing fees, for all lots of residential subdivisions. Commercial subdivisions are addressed by the Building and Safety Department upon application for a Building permit. (E)

80 This subdivision is located within the Portal Ridge Natural Drainage Area/Basin as defined by the City's Master Drainage Plan and approved by Resolution 89-75. The applicant shall comply with the provisions of Chapter 3.38 (Drainage Fee Ordinance) of the Palmdale Municipal Code. The applicant shall pay the applicable drainage fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. Payment of drainage fees for all areas within the map boundaries which are disturbed by grading are due upon submittal of first rough grade certification. (E)(B&S)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

81 In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, all grading or excavation shall cease in the immediate area, and the find left untouched until a qualified professional archaeologist or paleontologist, whichever is appropriate, is contacted and called in to evaluate the find and make recommendations as to

disposition, mitigation, and/or salvage. The applicant shall be liable for costs associated with the professional investigation. (P)

82 From the beginning of the first ground disturbing activity until on hundred (100) percent of the lots for the entire subdivision have been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (November 1 - April 15); 2) provide appropriate dust control measures, per City Standards, to minimize nuisance from dust at all times. (E)(B&S)

83 Transmission lines less than 50KV and all other utility lines, existing and proposed, shall be installed underground in accordance with the City's Underground Utilities Ordinance. (E)

84 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

85 The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties is not permitted. (P)

86 If this tentative map is to be phased, the applicant shall have all basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase. (E)

87 Provide signing and striping for all roadway improvements. (TE)

88 Comply with City and State guidelines and requirements for traffic control during construction and prior to final project acceptance. (TE)

89 Notify the Traffic/Transportation Engineer sixty (60) days prior to anticipated opening of any street to public travel. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR EACH DWELLING UNIT:

90 The applicant shall comply with the provisions of Chapter 3.40 (Traffic Impact Fee Ordinance) of the Palmdale Municipal Code. The applicant shall pay the applicable traffic impact fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. (TE)(E)(B&S)

91 The applicant shall comply with the provisions of Chapter 3.34 (Parkland Dedication and Parkland Fee Ordinance) of the Palmdale Municipal Code. The applicant shall pay to the Building and Safety Department the applicable Parkland development fees in the amount that is in effect at the time such fees are to be collected pursuant to the provisions of Chapter 3.34 of the Palmdale Municipal Code. (Pk)(B&S)

92 The applicant shall comply with the provisions of Chapter 3.42 (Fire Facility Impact Fee Ordinance) of the Palmdale Municipal Code. The applicant shall pay the applicable fire facility impact fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

93 The applicant shall comply with the provisions of Chapter 3.45 (Public Facility Development Impact Fee Ordinance) of the Palmdale Municipal Code. The applicant shall pay the applicable public facility impact fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

94 All public improvements within, and necessary to support, a block or construction phase of any final map, must be completed within sixty (60) days from issuance of the first Certificate of Occupancy within the block or construction phase, to the satisfaction of the City Engineer. In no case shall the total occupancy for a final map exceed ninety (90), percent until all public improvements within the final map have been completed to the satisfaction of the City Engineer. (E)

95 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

96 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City of Palmdale requires that these be submitted by the field or supervising grading engineer, and/or the landscape architect. (E)

97 The developer or builder shall provide full front yard and street side yard landscaping as approved by the City Engineer and the Director of Planning. (P)(E)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR ANY PHASE:

98 The applicant shall provide walls along the perimeter of the tract in conformance with the wall sections shown on the Tentative Map (Exhibit T) and final grading wall plans. (P)

99 The subdivision shall have been graded and constructed in accordance with all approved plans including but not limited to site plans, grading plans, wall plans, and landscape plans. (P)(E)

100 Repair any broken or damaged curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development. Any existing driveways that are not to be used shall be replaced with standard curb, gutter, and sidewalk. (E)

101 Purchase and install street name signs in accordance with City of Palmdale standards. The number and location of signs shall be as directed by the City Traffic Engineer. (TE)

102 Electric Meter Installations: Southern California Edison's rules and policies require that all metering equipment be located so as to provide 24-hour access to the Utility. Metering equipment may be installed inside a building when located in an illuminated meter room directly accessible from the outside and readily accessible 24-hours a day. The Edison Company requires their approval on all metering equipment prior to installation. (P)(SCE)(B&S)

Key to Departmental Conditions:

(P) Planning Department (267-5200)
(E) Engineering Division (267-5272)
(F) Los Angeles County Fire Department (723-4455)
(B&S) Building and Safety Department (267-5353)
(Pk) Parks & Recreation Department (267-5611)
(PS) Public Safety Division (267-5153)
(SCE) Southern California Edison Company (945-9317)
(TE) Traffic/Transportation Engineer (267-5300)

* Mitigation Measure

CITY OF PALMDALE
LOS ANGELES COUNTY, CALIFORNIA
RESOLUTION NO. PC-2017-001

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALMDALE, CALIFORNIA, RECOMMENDING APPROVAL BY THE CITY COUNCIL OF GENERAL PLAN AMENDMENT 16-001 TO REVISE THE LAND USE DESIGNATION ON 66.77 ACRES OF VACANT PROPERTY ASSOCIATED WITH TENTATIVE TRACT MAPS 53342 AND 60500 FROM SFR-3 TO SP-RANCHO VISTA AND APPROVING A THREE YEAR TIME EXTENSION TO TENTATIVE TRACT 60500 FOR THE SUBDIVISION OF 30.68 ACRES INTO 65 SINGLE-FAMILY RESIDENTIAL LOTS AND ONE DETENTION BASIN LOT, LOCATED SOUTH OF VISTA POINT WAY AND WEST OF RANCHO VISTA BOULEVARD

A. RECITALS

(i) LA-DF Investment Fund 78, LLC, has filed an application requesting the approval of a General Plan Amendment and time extension to Tentative Tract Map 60500 described herein (hereinafter referred to as "Application").

(ii) The Application applies to 66.77 acres within the Rancho Vista Specific Plan, referred to on the County Assessor's roles as APN's 3001-003-162, 3001-003-015 and 3001-003-160, legally described on Exhibit I hereto and shown on the map attached hereto as Exhibit II.

(iii) On January 12, 2017, the Planning Commission conducted a duly noticed public hearing on the Application, and concluded said hearing on that date.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

NOW THEREFORE, it is hereby found, determined, and resolved by the Planning Commission, as follows:

1. That all of the facts set forth in the Recitals, Part A of this Resolution, are true and correct.

2. Based upon substantial evidence presented to this Commission during the public hearing held on January 12, 2017, including public testimony, and written and oral staff reports, this Commission specifically finds as follows:

   (a) The proposed General Plan Amendment conforms with the intent of the General Plan to allow for ongoing review and revision of the plan to meet the changing needs of the community and to reflect continued effectiveness of the General Plan because the proposed amendment is a request to incorporate property into the Rancho Vista Specific Plan utilizing the same density of residential development.

   (b) Adoption of the General Plan Amendment will not be in conflict with Section 65358(b) of the Government code limiting the number of amendments permitted per year to four because this amendment request is the first such amendment to the Land Use Element for 2017.

   (c) The proposed subdivision, together with the provisions for its design and improvement, is consistent and compatible with the maps, goals, objectives, and policies of the General Plan, the Zoning Ordinance and Rancho Vista Specific Plan. TTM 60500 is consistent with the adopted General Plan Policy L3.1.1.5 because it conforms to the density, design standards, and location specified for that designation. In addition, the proposed project complies with General Plan Policy CD 2.2.1, which requires installation of drought tolerant vegetation and water conserving irrigation systems. Furthermore, all lots meet the minimum development standards specified within the Rancho Vista Specific Plan and Section 41.09 of the Palmdale Municipal Code (PMC), including the minimum lot width of 70 feet, minimum lot depth of 100 feet and minimum lot size of 7,000 square feet.

   (d) The two properties proposed for the land use change from SFR-3 to Rancho Vista Specific Plan are physically suitable for Urban Residential (3.1-6.1 dwelling units per acre) uses as the site topography is readily available to support future single-family residential uses and the approved Tentative Tract Maps propose density within the range permitted by the Rancho Vista Specific Plan and the Hillside Management Ordinance.

(e) The proposed subdivision represents orderly development of the project site and surrounding area because the proposed Urban Residential designation within the Rancho Vista Specific Plan is compatible with the adjacent existing uses and is consistent with the density approved through Tentative Tract Maps 53342 and 60500.

(f) The tentative map does not propose to divide land, which is subject to contract entered into pursuant to the California Land Conservation Act of 1965, because the property in question has not been included in any such contract.

(g) The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The project site contains Joshua trees and California junipers which are subject to the City's Native Desert Vegetation Preservation Ordinance. Mitigation measures were incorporated which require additional surveys prior to issuance of a grading permit and monitoring of the site for a minimum of two years after finalization of tree relocation permit. No additional threatened, rare or endangered plant or animal species were identified during review of the project.

(h) The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems, because conditions of approval have been applied which require installation of streets, curbs and sidewalks in compliance with City standards. Also, the discharge of waste from the proposed subdivision into an existing community sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board, because the applicant is required to comply with all conditions of approval including submittal of a sanitary sewer-area study, dedication of the new sewer system to the City and installation of private laterals for each residential lot. In addition, the project is required to provide on- and off-site improvements as required by the water purveyor which is in compliance with General Plan Goal PS2: "Ensure that all development in Palmdale is served by adequate water distribution and sewage facilities".

(i) The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible because the tract is designed with adequate dimensions to maximize the opportunities for passive and natural heating and cooling. The minimum 7,000 square foot lot size is maintained, per General Plan Policy L3.2.4.

(j) The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision because no such easements exist.

3. The Planning Commission hereby finds as follows with respect to the Mitigated Negative Declaration:

(a) Initial Studies were prepared for Tentative Tract Maps 53342 and 60500, which encompass the General Plan Amendment area, in conjunction with the original approvals and on December 5, 2002, and September 21, 2006, respectively, the Planning Commission adopted Mitigated Negative Declarations finding that the projects would not have significant impacts on the environment. The proposed project includes a general plan amendment to change the land use designation from SFR-3 (Single-family Residential) to SP-Rancho Vista and a time extension for TTM 60500 both of which do not include any alterations to the projects as approved through Tentative Tract Map 53342 and 60500. Staff has reviewed the Mitigated Negative Declarations to determine whether the project triggered any of the conditions described in Sections 15162, 15163, or 15164 of the CEQA Guidelines which require the preparation of a subsequent, supplemental or addendum to the Mitigated Negative Declarations and concluded that no changes to the project are proposed and the previous Mitigated Negative Declarations address the project. As such, no further documentation is required.

(b) The custodian of records for the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and all other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, is the Planning Manager of the City of Palmdale. Those documents are available for public review in the Planning Division of the City of Palmdale located at 38250

Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

4. Based on the findings and conclusions set forth in paragraphs 1, 2, and 3 above, this Commission hereby recommends City Council approval of General Plan Amendment 16-001 and approves Tentative Tract Map (TTM) 60500 Time Extension (TE), subject to the conditions of approval as set forth in Exhibit III.

5. The Deputy City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 12th day of January, 2017.

AYES: 5 (Chair Nemeth, Vice Chair Eneix, French, Velador and Ward)

NOES: 0

ABSTAIN: 0 ABSENT: 0

Stacia Nemeth, Chair
Planning Commission

ATTEST:

Lynn O'Brien, Deputy City Clerk

EXHIBIT I

LEGAL DESCRIPTION
FOR GENERAL PLAN AMENDMENT 16-001 AND
TENTATIVE TRACT MAP 60500 TIME EXTENSION

ALL THAT REAL PROPERTY LOCATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

APN 3001-003-162 AND 3001-003-015:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO, MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18 OF SAID TOWNSHIP AND RANGE; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 18, SOUTH 89°29'55" EAST, 879.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3°15'41" WEST 324.97 FEET; THENCE NORTH 49°25'52" WEST 342.16 FEET; THENCE NORTH 19°12'04" WEST 201.02 FEET; THENCE NORTH 65°05'14" WEST 265.45 FEET; THENCE NORTH 15°06'34" WEST 269.17 FEET; THENCE SOUTH 73°48'41" WEST 234.69 FEET TO THE POINT ON THE WESTERLY LINE OF SAID SECTION 18; SAID POINT BEING DISTANT THEREON NORTH 0°22'58" WEST 1035.43 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE ALONG SAID WESTERLY LINE, NORTH 0°22'58" WEST, 816.78 FEET; THENCE SOUTH 83°24'58" EAST 436.44 FEET; THENCE SOUTH 67°17'20" EAST 492.27 FEET; THENCE SOUTH 21°38'11" EAST 941.55 FEET; THENCE SOUTH 89°12'42" EAST 293.10 FEET; THENCE SOUTH 29°34'26" EAST 862.13 FEET TO A POINT ON SOUTHERLY LINE OF SAID SECTION 18, SAID POINT BEING DISTANT THEREON SOUTH 89°29'55" EAST 1067.17 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 89°29'55" WEST 1067 FEET TO THE TRUE POINT OF BEGINNING.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, AS DESCRIBED IN DEED RECORDED MARCH 13, 1967 AS INSTRUMENT NO. 431 IN BOOK D3581 PAGE 123, OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER NORTH 01°01'25" WEST 1324.45 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ALONG THE NORTHERLY LINE IF SAID SOUTHEAST QUARTER NORTH 89°43'03" WEST 3.00 FEET; THENCE SOUTH 01°01'25" EAST 1324.44 FEET TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID SOUTHERLY LINE 89°29'55" EAST 3.00 FEET TO THE POINT OF BEGINNING AS GRANTED TO ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT AS DEED RECORDED MAY 30, 2003 AS INSTRUMENT NO. 03-1539472 OFFICIAL RECORDS.

APN 3001-003-160:

PARCEL 1

THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL ON SEPTEMBER 3, 1855.

PARCEL 2

THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 24, 1967 AS INSTRUMENT NO. 505, IN BOOK D3565 PAGE 976, OFFICIAL RECORDS, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18 OF SAID TOWNSHIP AND RANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 18, SOUTH 89°29'55" EAST, 873.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3°15'41" WEST 324.97 FEET; THENCE NORTH 49°25'52" WEST. 342.16 FEET; THENCE NORTH 19°12'04" WEST, 201.02 FEET; THENCE NORTH 65°05'14" WEST, 265.45 FEET; THENCE NORTH 15°06'34" WEST, 269.17 FEET; THENCE SOUTH

73°48'41" WEST, 234.69 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 18, SAID POINT BEING DISTANT THEREON NORTH 0°22'58" WEST, 1035.43 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE ALONG SAID WESTERLY LINE 0°22'58" WEST 816.78 FEET; THENCE SOUTH 83°24'58" EAST, 436.44 FEET; THENCE SOUTH 67°17'20" EAST 492.27 FEET; THENCE SOUTH 21°38'11" EAST 941.55 FEET; THENCE SOUTH 89°12'43" EAST, 293.10 FEET; THENCE SOUTH 29°34'26" EAST, 862.13 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 18, SAID POINT BEING DISTANT THEREON SOUTH 89°29'55" EAST 1067.17 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 89°29'55" WEST 1067.17 FEET TO THE TRUE POINT OF BEGINNING.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIBED EXCEPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5.

EXHIBIT II

ASSESSOR'S PARCEL MAP
FOR GENERAL PLAN AMENDMENT 16-001 AND
TENTATIVE TRACT MAP 60500 TIME EXTENSION

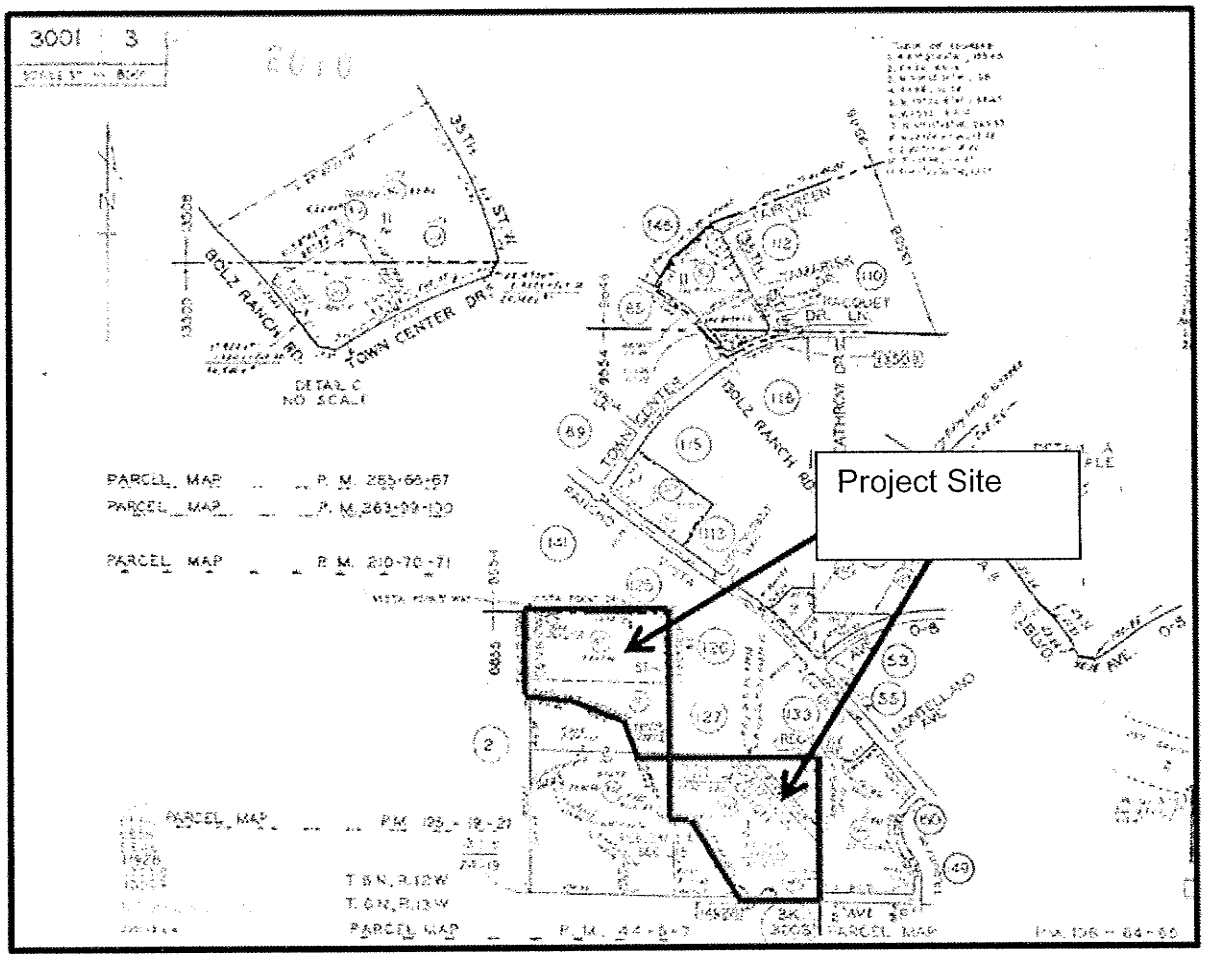


EXHIBIT III

FINAL

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP 60500 TIME EXTENSION

APPROVAL DATE: JANUARY 12, 2017
EFFECTIVE DATE: JANUARY 24, 2017
EXPIRATION DATE: OCTOBER 3, 2019

These conditions of approval apply to Tentative Tract Map 60500 Time Extension; a subdivision of 30.68 acres within the Rancho Vista Specific Plan into 65 single-family residential lots and one detention basin lot, located south of Vista Point Way and west of Rancho Vista Boulevard. For the purpose of these conditions, the term "applicant" shall also mean the developer, the subdivider, the owner, or any successor(s) in interest to the terms of this approval. For the purposes of these conditions, an * indicates that the condition is a mitigation measure.

GENERAL CONDITIONS:

1 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. One additional three year extension of time may be granted by the Planning Commission upon submittal of a formal application, required exhibits and appropriate fees in accordance with the City's Municipal Code. In granting any such time extension, the City of Palmdale may impose new conditions and standards on the tentative map, pursuant to Section 66452.6(e) of the Government Code. (P)(E)

2 This Tentative Tract Map is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the map date stamped 'Received October 18, 2016' as modified by these Conditions of Approval. Final map(s) shall be in substantial compliance with the tentative map and these Conditions of Approval. (P)(E)

3 The applicant shall comply with all requirements of the Palmdale Municipal Code, all requirements of the City of Palmdale ordinances, resolutions, and all applicable standards and policies that are in effect at the time that building permits are issued for the development. (P)(E)

4 Pursuant to Fish and Wildlife Code Section 711.4, within five days after approval of this project the applicant shall remit to the City a cashier's check, payable to the Los Angeles County Clerk in the amount of $75 for filing the environmental Notice of Determination. Furthermore, if the Department of Fish and Wildlife determines that this project is not exempt from a filing fee imposed pursuant to Fish and Wildlife Code Section 711.4, then the applicant shall also pay to the Department of Fish and Wildlife any fee and any fine which the Department determines to be owed. (P)

5 When exhibits and written conditions of approval are inconsistent, the written conditions shall prevail. (P)(E)

6 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this subdivision. If off-site public improvements are required, said improvements shall be located within public easements. This tentative map approval is subject to the applicant's acceptance of the City of Palmdale's requirements for acquisition of said public easements, including the applicant's financial responsibility. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

7 The applicant shall participate in such on-site and off-site water service improvements as may be required by the serving water purveyor. (E)

8 Coordination with utility companies by the applicant's engineer during design shall be required in order to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

9 The applicant shall comply with all requirements of the Congestion Management Program for the County of Los Angeles and any related City of Palmdale requirements. These shall include, but are not limited to: trip reduction, deficiency plan, traffic and public transportation requirements and improvements, and impact fee requirements. (TE)

10 The applicant shall comply with all provisions of the Water Efficient Landscape Ordinance No. 1475 and City Landscape Standards. (E)

11 The applicant shall defend, indemnify, and hold harmless the City of Palmdale, its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City of Palmdale, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Palmdale concerning this subdivision, including but not limited to any approval or condition of approval of the City Council, Planning Commission, or Planning Manager, which action is brought within the time period provided for in Government Code Section 66499.37. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the subdivision and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

12 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the Palmdale Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City. (P)

13 Left-turn ingress and/or egress at all access locations is subject to approval of the Traffic/Transportation Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

14 The applicant shall fully cooperate with any adjacent property development in order to provide improved site access in the future. (TE)

15 Pursuant to Government Code section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF THE TENTATIVE MAP FOR CONDITION COMPLIANCE:

16 Submit four copies of a revised tentative map to the Planning Division showing condition compliance along with required fee(s) for plan check review. Lot sizes for individual lots shall be indicated and all lots shall meet or exceed the minimum lot area and required lot dimensions contained in the Rancho Vista Specific Plan. Portions of lots included within the Landscape Maintenance Assessment District shall not be utilized in determining compliance with the minimum lot area standards. (P)

17 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be prepared and signed (and stamped where required) only by those individuals legally authorized to do so. Plans for public improvements shall be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

18 The applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees. Grading activities extending beyond phase boundaries shall require prior approval of the City Engineer and the Planning Manager. Such grading activity shall be reflected in the subdivision improvement agreement of the phase which request such grading. (E)

19 Grading and wall plans shall be submitted for review and approval to the Engineering Division. Approval by both the City Engineer and the Planning Manager shall be obtained prior to the issuance of a Grading Permit. Perimeter walls shall be consistent with the design and materials of any previously approved adjacent perimeter wall to provide continuity of the streetscape. Final grading and wall concepts shall be in substantial conformance with those shown on the tentative map, conceptual grading plan, consistent with the Rancho Vista Specific Plan and in accordance with the following: (P)(E)

19.1 Northerly Boundary - The applicant shall provide a 6-foot high decorative wall for Lot 1 to be constructed of a minimum of two different types or

colors of textured block, a combination of patterned concrete, stucco, or other embellished materials and open view fencing for Lot 38 (detention basin) in compliance with the City Engineer's guidelines. Materials shall be approved by the Planning Division prior to installation.

19.2 Southerly Boundary - The applicant shall provide a 6-foot high wrought iron and block pilaster fence. The applicant shall coordinate this fence with the Department of Water Resources and remove any existing chain link fencing.

19.3 Easterly Boundary - The applicant shall provide 6-foot high decorative wall to be constructed of a minimum of two different types or colors of textured block, a combination of patterned concrete, stucco, or other embellished materials. Materials shall be approved by the Planning Division prior to installation.

19.4 Westerly Boundary - The applicant shall provide 6-foot high decorative wall to be constructed of a minimum of two different types or colors of textured block, a combination of patterned concrete, stucco, or other embellished materials along areas that do not contain an existing 6-foot high block wall. Materials shall be approved by the Planning Division prior to installation.

19.5 All corner lots shall contain a 6-foot high decorative masonry block wall on the street side of the lot. The wall shall be constructed of a minimum of two different types or colors of textured block, a combination of patterned concrete, stucco, or other embellished materials. Materials shall be approved by the Planning Division prior to installation.

19.6 All interior property line fencing shall be constructed of solid masonry block.

19.7 Interior retaining walls shall not exceed three feet in height within rear yard landscaped slopes.

20 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope, the wall shall be set back a minimum of two and one-half (2-1/2) feet from the crest of that slope on the level side. All slope and wall

configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)

21 The exterior face and footings of all project perimeter walls shall be located no more than two (2) inches from the property line on the subject property. (P)(E)

22 Double boundary walls between developments are prohibited except as approved by the Planning Manager and City Engineer. (P)(E)

23 The final grading plan shall indicate that all rear and interior side yard slopes are up slopes to property lines as indicated on the tentative map. (P)(E)

24 All manufactured slopes on or adjacent to project boundaries shall meet the setback requirements of Chapter 70 of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any slope not meeting these requirements. In addition, slopes are required to meet City Standards with respect to erosion control. (E)(B&S)

25 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. (E)

26 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. The applicant shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer. (E)

27 Final landscape and irrigation plans shall be submitted to the City Engineer for review and approval. These plans shall include, but not limited be to, erosion control and revegetation landscaping, street tree, and slope erosion control plans, as determined necessary by the City Engineer. (P)(E)

28 The applicant shall submit for review and approval by the City Engineer, landscaping and irrigation system plans for the areas included in the Landscape Maintenance Assessment District. (E)

29 The applicant shall incorporate into the project design all existing easements within the project boundaries, or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Planning Manager/City Engineer or the Planning Commission. (P)(E)

30 The applicant shall obtain off-site easements from affected property owner(s) for all proposed off-site improvements and grading activities (slopes, drainage, walls, etc.). If said easements cannot be obtained, the project shall be redesigned to incorporate said improvements and grading entirely within the project boundary, to the satisfaction of the Planning Manager and the City Engineer. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition. (P)(E)

31 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any property is increased, concentrated, diverted, or changed in any form as required by State law. (E)

32 A final hydrology study and hydraulics report shall be prepared for this subdivision and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts. (E)

33 An on-site storm drainage basin (detention) shall be required for this subdivision according to the City of Palmdale's adopted Storm Water Management Policy. Such basin(s) shall be sized and configured as a buildable lot based on the zoning; granted in fee to the City for drainage and landscape purposes; and annexed to the Landscape Maintenance Assessment District. (E)

34 This subdivision shall be designed in accordance with the City's Floodplain Management Ordinance, Master Plan of Drainage, and related criteria within the Engineering Design Standards. (E)

34.1 All drainage facilities shall be designed to be compatible with Master Plan of Drainage facilities. Applicant shall provide system piping to allow for the future elimination of the drainage basin. (E)

35 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the issuance of a grading permit. (E)

36 A pre-construction nesting bird survey shall be conducted no more than three days prior to the removal of vegetation or ground disturbance to avoid effects to nesting birds. This survey shall encompass the entire area of project-related ground disturbance. If any active nests are detected, then a buffer of at least 300 feet (500 feet for raptors) will be delineated, flagged, and avoided until the nesting cycle is complete as determined by the biological monitor to minimize impacts. (P)

37 Pre-construction presence/absence surveys for burrowing owl shall be conducted within 30 days prior to any on-site ground disturbing activity. The burrowing owl survey shall be conducted pursuant to the recommendations and guidelines established by the California Department of Fish and Wildlife. In the event this species is not identified within the project limits, no further action is required. If during the pre-construction survey, the burrowing owl is found to occupy the site the project applicant shall take the following actions to offset impacts prior to ground disturbance: (P)

37.1 Active nests within the areas scheduled for disturbance or degradation shall be avoided from February 1 through August 31, and a minimum 250-foot buffer shall be provided until fledging has occurred. Following fledging, owls may be passively relocated by a qualified biologist.

37.2 If impacts on occupied burrows in the non-nesting period are unavoidable, onsite passive relocation techniques may be used if approved by the CDFW to encourage owls to move to alternative burrows outside of the impact area.

37.3 If relocation of the owls is approved for the site by the CDFW, a qualified biologist shall prepare a plan for relocating the owls to a suitable site. The relocation plan must include all of the following:

- The location of the nest and owls proposed for relocation;
- The location of the proposed relocation site;
- The number of owls involved and the time of year when the relocation is proposed to take place;
- The name and credentials of the biologist who will be retained to supervise the relocation;
- The proposed method of capture and transport for the owls to the new site;
- A description of site preparation at the relocation site (e.g., enhancement of existing burrows, creation of artificial burrows, onetime or long-term vegetation control); and,
- A description of efforts and funding support proposed to monitor the relocation.

38 If cultural resources are discovered during project grading by the project contractor, all work in the area of the find shall cease and a qualified archaeologist shall be retained by the project sponsor to investigate the find and to make recommendations on it disposition. If a significant archaeological resource(s) is discovered on the property, ground-disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and representatives of the appropriate Native American Tribe(s), the Project Applicant, and the Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan and/or preservation plan shall be prepared by the archaeological monitor and reviewed by representatives of the appropriate Native American Tribe(s), the Project Applicant, and the Planning Division and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the project site to the culturally affiliated Native American Tribe(s) for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the Planning Division and the appropriate Native American Tribe(s). (P)

39 If archeological or paleontological resources (fossils) are discovered during project grading, work shall be halted in that area until a qualified archeologist or paleontologist can assess the significance of the find. The project archeologist or paleontologist shall monitor remaining earthmoving activities at the project site and shall be equipped to record and salvage resources that may be unearthed during grading activities. The archeologist or paleontologist shall be empowered to temporarily halt or divert grading equipment to allow recording and removal of the unearthed resources. Any resources found shall be evaluated in accordance with CEQA Guidelines and offered for curation at an accredited facility approved by the City of Palmdale. A report of findings, including, when appropriate, an itemized inventory of recovered specimens and a discussion of their significance, should be prepared upon completion of the steps outlined above. The report and inventory, when submitted to the appropriate lead agency, shall signify completion of the program to mitigate impacts on archeological and paleontological resources. The applicant shall be liable for costs associated with professional investigation. (P)

40 The applicant shall comply with all provisions of Municipal Code Chapter 14.04, Joshua Tree and Native Vegetation Preservation and the Desert Vegetation Preservation Plan prepared for the project. (P)(E)

41 *Prior to issuance of a grading permit, an updated survey of all on-site Joshua trees and California juniper shall be completed by a qualified biologist to determine the extent of project related impacts. A two-year monitoring program shall be implemented in accordance with the biota study. (P)

42 *The project developer shall prepare a Native Vegetation Preservation Plan to address impacts to on-site Joshua trees and California junipers. This plan shall comply with all requirements of the City of Palmdale Native Desert Vegetation Preservation Ordinance. (P)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

43 The applicant shall petition the City to form a Landscape Maintenance Assessment District for the maintenance of landscaping and appurtenant facilities. Such district shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the formation of the Landscape Maintenance Assessment District, the Applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the landscaping and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Applicant. (E)

44 The applicant shall provide written evidence to the Planning and Engineering Divisions that approval has been obtained from the Los Angeles County Fire Department. (F)(P)(E)

45 The applicant shall enter into a subdivision improvement agreement and post securities with the City and pay all applicable fees at the time of subdivision approval for those improvements necessary to support this subdivision, as determined by the City Engineer. If any transfer of ownership/title of land within this proposed subdivision takes place prior to release of all agreements and securities, the new applicant shall be required to enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the new applicant take effect. (E)

46 The applicant shall provide standard street improvements for the south half of Vista Point Way across the project frontage. The design shall be based on a 64 foot right-of-way on an acceptable centerline profile extending a minimum 300 feet beyond the project, where applicable. These improvements shall consist of: (E)

- Curb and gutter;
- Sidewalk (width = 5 feet);
- Roadway grading and paving, overlay and/or match-up, as directed by the City Engineer;
- Traffic control signs and devices as required by the City Traffic Engineer;
- Pavement transition from the project boundaries to the satisfaction of the City Engineer;
- Wheelchair ramp(s) at all walk returns;
- Roadway drainage device(s);
- Streetlights; and,
- Design and construct a turnaround at the westerly tract boundary as shown on the tentative map.

47 The applicant shall provide standard street improvements for "A" Street, up to "B" Street: "D" Street, "E" Street and "F" Street within the project boundary, face of curb to face of curb width of 36 feet (60 foot right-of-way). These improvements shall consist of: (E)

- Curb and gutter;
- Sidewalk (width = 5 feet);
- Roadway grading and paving, overlay and/or match-up, as directed by the City Engineer;
- Traffic control signs and devices as required by the City Traffic Engineer;
- Pavement transition from the project boundaries to the satisfaction of the City Engineer;

- Wheelchair ramp(s) at all walk returns;
- Roadway drainage device(s);
- Forty (40) foot minimum improvements; and,
- Streetlights.

48 The applicant shall provide standard street improvements for "A" Street, south of "B" Street and "C" Street within the project boundary, face of curb to face of curb width of 34 feet (58 foot right-of-way). These improvements shall consist of: (E)

- Curb and gutter;
- Sidewalk (width = 5 feet);
- Roadway grading and paving, overlay and/or match-up, as directed by the City Engineer;
- Traffic control signs and devices as required by the City Traffic Engineer;
- Pavement transition from the project boundaries to the satisfaction of the City Engineer;
- Wheelchair ramp(s) at all walk returns;
- Roadway drainage device(s);
- Forty (40) foot minimum improvements; and,
- Streetlights.

49 The applicant shall provide the following public improvements needed to serve each phase: (E)(F)

49.1 Means for future access to the State Water project property located to the south via an easement acceptable to the City.

50 The applicant shall construct the entire roundabout at the intersection of Vista Point Way and "A" Street. Said roundabout shall be landscaped with transplanted Joshua trees and decorative boulders. (P)(E)

51 Provide a striping and signing plan, subject to the approval of the Traffic/Transportation Engineer prior to the approval of the street improvement plans. The striping and signing plan shall be made a part of the final street improvement plans. (TE)(E)

52 Provision for adequate sight distances shall be demonstrated and be subject to the approval of the Traffic/Transportation Engineer. (TE)

53 The applicant shall be responsible for all roadway, lighting, traffic control, and other improvements related to the roadways identified on the map. This shall include design and construction of improvements. All such improvements shall be subject to the approval of the Traffic/Transportation Engineer. Upon acceptance of improvements by the City, the City shall operate the facilities. (E) (TE)

54 All areas within the tract designated by the City Engineer as requiring a landscape easement shall be shown as an 'Easement for Landscaping Purposes' on the final map. (E)

55 A sanitary sewer-area study for this subdivision shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. (E)

56 The applicant shall obtain sufficient off-site sewer easements and design and construct an off-site outfall sewer with supplemental size, capacity, and length as required by the City Engineer. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

57 Water mains shall be designed to meet or exceed the total flow requirements determined for domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Chief. (E)

58 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not bee installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)

58.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

58.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

59 A set of approved water plans from the water purveyor shall be filed with the Los Angeles County Fire Department. (F)

60 Provisions shall be made within the project to utilize recycled water to the extent that such provision is found to be in accordance with the Antelope Valley Recycled Water Master Plan and any City standard/ordinance enacted to facilitate its use. (E)

61 The project shall comply with all requirements of Palmdale Municipal Code Section 13.05, Sewer Collection Service Charges. (E)

62 Street lighting plans shall be reviewed and approved as a separate approval from the street improvement plans. Street lighting plans and electrical plans shall be submitted to the City Engineer for review and approval and to Southern California Edison for reference. Electrical plans shall be prepared by a Registered California Electrical Engineer. (E)

63 The applicant shall petition the City to form a Streetlight Benefit Assessment District for the ownership and maintenance of streetlights and appurtenant facilities. Such district shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such

actions by the City. If the City is unsuccessful in the formation of the district, the Applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the streetlights and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Applicant. (E)

64 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)

- Los Angeles County Waterworks
- Southern California Edison
- Southern California Gas Company
- Pacific Bell or General Telephone
- Cable TV

65 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

66 Dry wells may be required for this subdivision to dispose of on-site nuisance water. The applicant shall be required to install appropriate measures to protect dry wells and basins from silt during grading operations and any off-site flow from undeveloped areas designed to flow through subdivision.

67 Will Serve letters will be required before the map is submitted to City Council for approval. The following is a list of the minimum Will Serve letters required: (E)

- Los Angeles County Waterworks
- Southern California Edison
- Southern California Gas Company

- Cable TV
- School Districts

68 A preliminary title report and subdivision guarantee is needed showing all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded, unless approved by the City Engineer and subordinated to any City easements by a certification upon the title sheet of the final map, prior to the grant. (E)

69 In cases where the applicant indicates that multiple final maps will be filed, a Phasing Plan shall be submitted for review and approval by the Planning Manager and City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this tentative map until such time as the City of Palmdale has had the opportunity to evaluate the phasing and impose reasonable conditions related to the phasing. (E)

70 Improvements required herein shall be constructed in accordance with the Specific Plan, including any approved amendments. (E)

71 The applicant shall record a deed restriction for lots 9-19, 21 and 22 which restricts the use of the portion of these lots to remain as natural open space. Maintenance of these areas shall be the individual property owner's responsibility. Said deed shall include a restriction on building, grubbing, grading and revegetation of these areas except as approved by the Planning Manager. (P)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY PHASE OF THE SUBDIVISION:

72 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies including, but not limited to, the following as applicable:

Los Angeles County Sanitation District
Los Angeles County Department of Health Services
Los Angeles County Consolidated Fire District
Los Angeles County Waterworks
Westside Union School District
Antelope Valley Union High School District
California Department of Fish and Game
Regional Water Quality Control Board
Air Quality Mitigation Fee

The duty of inquiry as to such requirements shall be upon the applicant. Proof of payment shall be provided to the Building and Safety Department prior to issuance of any building permits. (P)(E)(B&S)

73 The applicant shall submit full sized copies of the final recorded map in the form of one set of mylar and three sets of blueline to the City Engineer, and shall also submit an 8-1/2 x 11 inch mylar copy of the final map to the Planning Manager and City Engineer. The applicant shall provide a computerized .dwg format of the final recorded tract map which is compatible with the City's G.I.S. program to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone (5 in feet). (E)(P)

74 Subdivision Development Plan applications shall be submitted, either for the entire tract or in complete submittals for each phase, and shall include all documents and maps required by the Subdivision Development Plan Application and a copy of the Planning Division stamped final tentative map (inclusive of all conditions of approval). Separate submittals for components of a phase or entire tract may be accepted; however, full Subdivision Development Plan fees shall be paid for each separate submittal. Subdivision Development Plans shall be in compliance with the Municipal Code and the General Plan Community Design Element or as otherwise set forth in the Rancho Vista Specific Plan. (P)

75 A Temporary Use Permit for proposed on-site model homes shall be filed concurrently with the Subdivision Development Plan application for designated model home lots and shall include all documents and maps required in Chapter 2, Section 27.03.B.5 of the Municipal Code and by the Temporary Use Permit Application. (P)

76 Model homes shall comply with the Standards of Development of the Urban Residential land use (Single-Family Residential 3.1 – 6.1 dwelling units per acre) for single family residences pursuant to the Rancho Vista Specific Plan and Section 41.09 of the Municipal Code. (P)

77 Temporary sales trailers shall comply with the setback requirements of the Urban Residential land use (Single-Family Residential 3.1 – 6.1 dwelling units per acre) for single family residences pursuant to the Rancho Vista Specific Plan and shall be permitted and operated pursuant to Section 27.03.B.4 (Temporary Use Permit) of the Municipal Code. (P)

78 The applicant shall comply with all requirements of the Palmdale Building and Safety Department including posting of necessary securities to ensure conversion of model structures or any portion of a model structure for residential habitation prior to issuance of occupancy permits. (B&S)

79 The applicant shall submit detailed plans to the Building and Safety Department for all building construction and obtain plan approval. (B&S)

80 All agency approvals for permit issuance shall be on file with the Building and Safety Department. (B&S)

81 Grading shall be designated "Engineered Grading" per City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed according to the phasing plan approved by the Planning Manager and the City Engineer. (P)(E)

82 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to release of rough grading. The City of Palmdale Building Code requires these reports and statements from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

83 All sanitary sewer mains to be dedicated to the City are to be provided with as-built plans and have TV video inspection, as required by City Inspector, prior to final acceptance for maintenance. (E)

84 Coordination and clearance must be obtained from Los Angeles County Sanitation District and the City's Utility Division, prior to issuance of a sewer permit. (E)

85 The applicant shall obtain addresses established by the City Engineer, and pay applicable processing fees, for all lots of residential subdivisions. Commercial subdivisions are addressed by the Building and Safety Department upon application for a Building permit. (E)

86 This subdivision is located within the Portal Ridge Natural Drainage Area/Basin as defined by the City's Master Drainage Plan and approved by Resolution 89-75. The applicant shall comply with the provisions of Chapter 3.38 (Drainage Fee Ordinance) of the Palmdale Municipal Code. The applicant shall pay the applicable drainage fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. Payment of drainage fees for all areas within the map boundaries which are disturbed by grading are due upon submittal of first rough grade certification. (E)(B&S)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

87 From the beginning of the first ground disturbing activity until 100 percent of the lots for the entire subdivision have been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (November 1 - April 15); 2) provide appropriate dust control measures, per City Standards, to minimize nuisance from dust at all times. (E)(B&S)

88 Transmission lines less than 50KV and all other utility lines, existing and proposed, shall be installed underground in accordance with the City's Underground Utilities Ordinance. (E)

89 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

90 The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties is not permitted. (P)

91 If this tentative map is to be phased, the applicant shall have all basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase. (E)

92 Provide signing and striping for all roadway improvements. (TE)

93 Comply with City and State guidelines and requirements for traffic control during construction and prior to final project acceptance. (TE)

94 Notify the Traffic/Transportation Engineer sixty (60) days prior to anticipated opening of any street to public travel. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR EACH DWELLING UNIT:

95 The applicant shall comply with the provisions of Chapter 3.40 (Traffic Impact Fee Requirements) of the Municipal Code. The applicant shall pay the applicable traffic impact fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. (TE)(E)(B&S)

96 The applicant shall comply with the provisions of Chapter 3.34 (Parkland Dedication and Parkland Fee Requirements) of the Municipal Code. The applicant shall pay to the Building and Safety Department the applicable Parkland development fees in the amount that is in effect at the time such fees are to be collected pursuant to the provisions of Chapter 3.34 of the Municipal Code. (Pk)(B&S)

97 The applicant shall comply with the provisions of Chapter 3.42 (Fire Facility Impact Fee Requirements) of the Municipal Code. The applicant shall pay the applicable fire facility impact fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

98 The applicant shall comply with the provisions of Chapter 3.45 (Public Facility Development Impact Fee Requirements) of the Municipal Code. The applicant shall pay the applicable public facility impact fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

99 All public improvements within, and necessary to support, a block or construction phase of any final map, must be completed within sixty (60) days from issuance of the first Certificate of Occupancy within the block or construction phase, to the satisfaction of the City Engineer. In no case shall the total occupancy for a final map exceed ninety (90), percent until all public improvements within the final map have been completed to the satisfaction of the City Engineer. (E)

100 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

101 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City of Palmdale requires that these be submitted by the field or supervising grading engineer. (E)

102 The developer or builder shall provide full front yard and street side yard landscaping as approved by the City Engineer and the Planning Manager. (P)(E)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR ANY PHASE:

103 The applicant shall provide walls along the perimeter of the tract in conformance with the wall sections shown on the Tentative Map (Exhibit T) and final grading wall plans. (P)

104 The subdivision shall have been graded and constructed in accordance with all approved plans including but not limited to site plans, grading plans, wall plans and landscape plans. (P)(E)

105 Repair any broken or damaged curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development. Any existing driveways that are not to be used shall be replaced with standard curb, gutter, and sidewalk. (E)

106 Purchase and install street name signs in accordance with City of Palmdale standards. The number and location of signs shall be as directed by the City Traffic Engineer. (TE)

107 Electric Meter Installations: Southern California Edison's rules and policies require that all metering equipment be located so as to provide 24-hour access to the Utility. Metering equipment may be installed inside a building when located in an illuminated meter room directly accessible from the outside and readily accessible 24-hours a day. The Edison Company requires their approval on all metering equipment prior to installation. (P)(SCE)(B&S)

Key to Departmental Conditions:

(P) Planning Division (267-5200)
(E) Engineering Division (267-5272)
(F) Los Angeles County Fire Department (723-4455)
(B&S) Building and Safety Division (267-5353)
(Pk) Parks & Recreation Department (267-5611)
(PS) Public Safety Division (267-5153)
(SCE) Southern California Edison Company (945-9317)
(TE) Traffic/Transportation Engineer (267-5300)

PLANNING COMMISSION
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. PC-2020-044

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALMDALE, CALIFORNIA, APPROVING THE SECOND AND FINAL THREE-YEAR TIME EXTENSION TO PREVIOUSLY APPROVED TENTATIVE TRACT MAP 60500; A REQUEST TO SUBDIVIDE 30.45 ACRES INTO 66 LOTS FOR THE PURPOSE OF CONSTRUCTING 65 SINGLE-FAMILY RESIDENCES AND ONE DETENTION BASIN LOCATED SOUTH OF VISTA POINT WAY AND WEST OF RANCHO VISTA BOULEVARD (APN'S: 3001-003-015 AND 3001-003-162)

A. RECITALS

1. LA-DF Investment Fund 78, has filed an application requesting the second and final three-year discretionary Time Extension (TE), to previously approved Tentative Tract Map (TTM) 60500, described herein (hereinafter referred to as "Application").

2. The application applies to 30.45 acres within the Rancho Vista Specific Plan (SP), indicated on the County Assessor's roles as APN's 3001-003-015 and 3001-003-162, legally described on EXHIBIT I hereto and shown on the map attached hereto as EXHIBIT II.

3. On November 12, 2020, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date.

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

B. RESOLUTION

NOW THEREFORE, it is hereby found, determined, and resolved by the Planning Commission of the City of Palmdale, as follows:

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

2. Based upon substantial evidence presented to this Commission during the above-referenced November 12, 2020, public hearing, including public testimony, and written and oral staff report, this Commission specifically finds as follows:

(a) The proposed subdivision, together with the provisions for its design and improvement, shall be consistent and compatible with the maps, goals, objectives and policies of the General Plan, Zoning Ordinance and any applicable specific plan.

The proposed subdivision is consistent and compatible with the maps, goals, objectives, and policies of the General Plan and the applicable SP, and the Palmdale Municipal Code (PMC) as shown in EXHIBIT III and IV.

(b) The tentative map does not propose to divide land which is subject to contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a land conservation act contract but the resulting parcels following division of the land will not be too small to sustain their agricultural use.

A review of the preliminary title report for the subject property revealed that the property in question has not been included in the California Land Conservation Act of 1965, and therefore, the TTM 60500 is not subdividing land that is subject to a contract.

(c) The site is physically suitable for the type and proposed density of development proposed by the tentative map.

The proposed site is within the SP, which is suitable for Urban Residential (3.1-6.1 dwelling units per acre) uses. The site contains infrastructure and topography capable to support future single-family residential uses and the previously approved TTM proposed density within the range permitted by the SP and the Hillside Management Ordinance. As specified within PMC Section 17.100.090, development in hillside areas is required to minimize erosion and geologic hazards by taking into consideration on-site slopes greater than 10 percent. As such, given the total acreage affected by slope percentages, a maximum of 67 dwellings units is allowed and 65 are proposed.

(d) The design of the subdivision and the proposed improvements, with conditions of approval, are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The MND, adopted by the Planning Commission on September 21, 2006, determined that, with incorporation of mitigation, the proposed project would not have a significant impact on the environment. On September 24, 2020, the Western Joshua Tree (*Yucca brevifolia*) was declared a candidate species as potentially endangered subject to California Endangered Species Act (CESA) for a period of one year while the agency conducts a study to consider formal protection under the law. Although not protected under CESA at the time of approval of the MND for subject project, the City of Palmdale has in place regulations to manage the protection and preservation of Western Joshua Trees and other native vegetation pursuant to PMC Chapter 14.04. These protections were reflected in the Initial Study, and the project incorporated mitigation measures requiring the developer to prepare a Native Desert Vegetation Preservation Plan to address impacts to on-site Western Joshua Trees. The plan must comply with all the requirements of the City of Palmdale Native Desert Vegetation Preservation Ordinance as specified within PMC Chapter 14.04. Since the Western Joshua Tree is now protected under CESA, the applicant must apply for an Incidental Take Permit through the CDFW pursuant to Fish and Game Code Section 2081(b) for impacts to Western Joshua Trees on-site. Other mitigation measures were incorporated which require additional surveys prior to issuance of a grading permit and monitoring of the site for a minimum of three years after finalization of tree relocation permit. No modifications are proposed to the TTM as originally approved, and the request is specifically for a second and final three-year TE of the tract map. All mitigation will be complied with once the tract is developed, therefore the TTM is not likely to cause environmental damage.

(e) The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems.

The project has been conditioned to install streets, curbs, and sidewalks in compliance with City standards, pursuant to the Conditions of Approval within RESOLUTION NOS. PC-2006-076 and PC-2017-001. Furthermore, the project has been conditioned to install and dedicate a public sanitary sewer system to the City with private laterals to each lot.

(f) The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible.

The TTM is designed with adequate dimensions to maximize the opportunities for passive and natural heating and cooling. Based upon a review of the approved TTM by the case planner, it has been determined that each lot meets or exceeds the 7,000 square foot minimum lot size as specified by the SP with lots ranging in size from 7,145 square feet to 151,512 square feet.

(g) The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision, or the design of the subdivision and the type of improvements will conflict with the easements acquired by the public at large for access through or use of property within the proposed subdivision but alternate easements which are substantially equivalent to those previously acquired by the public will be provided.

The case planner's review of the title report for the site revealed no such easements exist. The design of the subdivision and the Conditions of Approval require dedication of property for public purposes. Street improvements, including curb, gutter, sidewalk, and paving within the subdivision are required to be constructed by the developer because they will substantially benefit, and are necessary to provide safe and complete access to, lots created by this subdivision.

(h) The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area.

The TTM represents a logical continuation of the street configuration that provides connection to existing single-family residences to the north, east and west, through the use of local streets. In addition, the SP (Urban Residential, 3.1-6.1 dwelling units per acre) land use designation is compatible with the existing adjacent uses of single-family residences, to the north, east, and west.

3. The Planning Commission hereby finds as follows with respect to the environmental document:

(a) An Initial Study was prepared for the project in conjunction with the original approval, and on September 21, 2006, the Planning Commission adopted an MND finding that, with incorporation of mitigation, the project would not have a significant impact on the environment. On September 24, 2020, the California Department of Fish and Wildlife Commission (CDFW) voted to declare the Western Joshua Tree (*Yucca brevifolia*) a candidate species under provisions of the California Endangered Species Act (CESA) for a period of one year while the agency conducts a study to consider formal protection under the law. Although not protected under CESA at the time of approval of MND for the subject project, the City of Palmdale has in place regulations to manage the protection and preservation of Western Joshua Trees and other native vegetation pursuant to PMC Chapter 14.04. These protections were reflected in the Initial Study, and the project incorporated mitigation measures requiring the developer to prepare a Native Desert Vegetation Preservation Plan to address impacts to on-site Westerns Joshua Trees. The plan must comply with all the requirements of the City of Palmdale Vegetation Preservation Ordinance as specified within PMC Chapter 14.04. Since the Western Joshua Tree is now protected under CESA, the applicant must apply for an Incidental Take Permit through the CDFW pursuant to Fish and Game Code Section 2081(b) for impacts to Western Joshua Trees on-site. Staff has reviewed the MND to determine whether the project triggered any of the conditions described in Sections 15162, 15163, or 15164 of the California Environmental Quality Act guidelines, which require the preparation of a subsequent supplemental, or addendum to the MND and concluded that the time extension does not propose any changes to the project and the approved MND adequately addresses the project's impact on the environment. Also, there have been no changes to the site or the surrounding area, since the approved MND was prepared that would require additional environmental clearance. As such, no further documentation is required.

(b) The custodian of records for the Initial Study, MND, Mitigation Monitoring and Reporting Program, and all other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, is the Planning Manager of the City

of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

4. Based on the findings and conclusions set forth in paragraphs 1, 2, and 3 above, this Commission hereby approves TTM 60500 TE No. 2 subject to the Conditions of Approval as set forth in EXHIBIT V.

5. The Deputy City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 12th day of November 2020.

AYES: 5 (Chair Nemeth, Vice Chair Avery, Commissioners Fraga-Saenz and Henderson)

NOES: 0

ABSTAIN: 0 ABSENT: 0

Stacia Nemeth, Chair
Planning Commission

ATTEST:

Lynn O'Brien, Deputy City Clerk

EXHIBIT I

LEGAL DESCRIPTION
FOR TENTATIVE TRACT MAP 60500 TIME EXTENSION NO. 2

Real property in the City of Palmdale, County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN: 3001-003-162)

THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL ON SEPTEMBER 3, 1855.

PARCEL 2: (APN: 3001-003-015)

THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 24, 1967 AS INSTRUMENT NO. 505, IN BOOK D3565 PAGE 976, OFFICIAL RECORDS, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, OF SAID TOWNSHIP AND RANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 18, SOUTH 89° 29' 55" EAST, 873.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3° 15' 41" WEST, 324.97 FEET; THENCE NORTH 49° 25' 52" WEST, 342.16 FEET; THENCE NORTH 19° 12' 04" WEST, 201.02 FEET; THENCE NORTH 65° 05' 14" WEST, 265.45 FEET; THENCE NORTH 15° 06' 34" WEST, 269.17 FEET; THENCE SOUTH 73° 48' 41" WEST, 234.69 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 18, SAID POINT BEING DISTANT THEREON NORTH 0° 22' 58" WEST, 1035.43 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE ALONG SAID WESTERLY LINE NORTH 0° 22' 58" WEST, 816.78 FEET; THENCE SOUTH 83° 24' 58" EAST, 436.44 FEET; THENCE SOUTH 67° 17' 20" EAST, 492.27 FEET; THENCE SOUTH 21° 38' 11" EAST, 941.55 FEET; THENCE SOUTH 89° 12' 43" EAST, 293.10 FEET; THENCE SOUTH 29° 34' 26" EAST, 862.13 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 18, SAID POINT BEING DISTANT THEREON SOUTH 89° 29' 55" EAST, 1067.17 FEET FROM THE TRUE POINT OF BEGINNING. BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIBED EXCEPTION ARE BASED ON THE CALIFORNIA CO-ORDINATE SYSTEM ZONE 5.

EXHIBIT II

AERIAL MAP
FOR TENTATIVE TRACT MAP 60500 TIME EXTENSION NO. 2

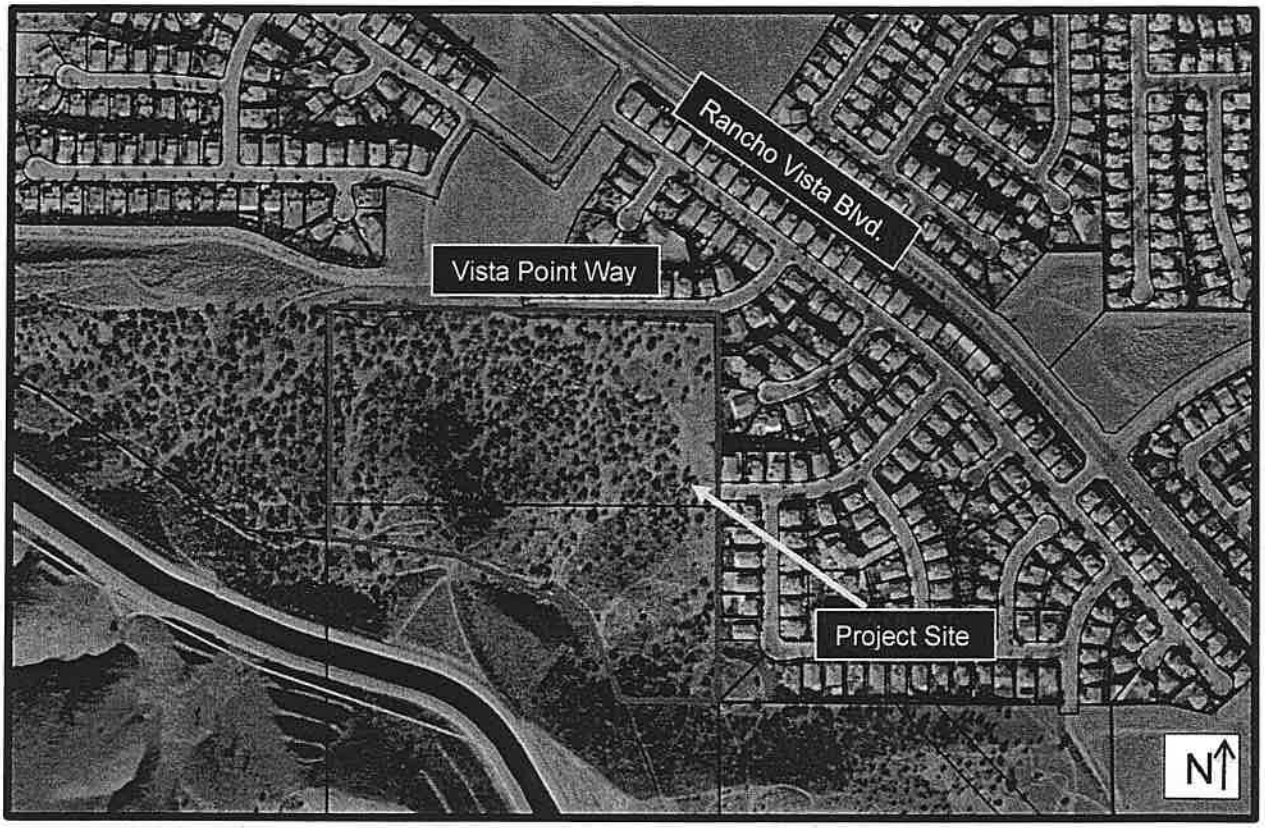


EXHIBIT III

RANCHO SPECIFIC PLAN AND GENERAL PLAN CONSISTENCY FOR TENTATIVE TRACT MAP 60500 TIME EXTENSION NO. 2

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Community Design	General Plan Policy CD 4.2.17.1: *On residential subdivisions having a lot size of one-half acre or less, require that the developer or builder install front yard landscaping.*	Yes	As specified in the Conditions of Approval within RESOLUTION NOS. PC-2006-076 and PC-2017-001, the developer must provide full front yard and street side yard landscaping subject to review and approval of the Engineering and Planning Divisions.
	General Plan Policy CD 9.2.1: *Detention basin design should encourage and promote natural percolation of stormwater runoff and nuisance water.*	Yes	As specified in the Conditions of Approval within RESOLUTION NOS. PC-2006-076 and PC-2017-001, the applicant is providing one detention basin situated on Lot 38 at the northeast corner of the proposed TTM that will maintain stormwater runoff through the use of the drainage facility.
Public Services	General Plan Policy PS 2.2.4: *Require that all commercial, industrial, institutional, multiple family and single-family residential uses with lot sizes of less than one acre be connected to the public sewer system.*	Yes	As specified within RESOLUTION NOS. PC-2006-076 and PC-2017-001, a public sanitary sewer system is required to be installed and dedicated to the City which includes private laterals to each lot.
Circulation	Object C1.3: *Establish a system of local and collector streets which serve residential neighborhoods while protecting them from intrusion of through traffic flow.*	Yes	The site creates a logical continuation of the street configuration that provides connection to future development to the west, and to the existing single-family homes to the west and north through the use of local streets.

**Justification is based on a review of the tentative tract map date stamped 'Received June 8, 2020' by the case planner.*

EXHIBIT IV

DEVELOPMENT STANDARDS CONSISTENCY FOR TENTATIVE TRACT MAP 60500 TIME EXTENSION NO. 2

	Standard	Standard Met?	Justification*
Lot Area	Each lot created in the R-1-7,000 zone must have a minimum lot area of not less than 7,000 square feet. (SP Section 3.2)	Yes	All lots meet or exceed the minimum lot area of 7,000 square feet as the lots range in size from 7,145 square feet to 151,512 square feet.
Density	Development will consist of single-family detached units on 7,000 square feet lots with resultant density at the lower end of 3.1 to 6.1 density range. (SP Section 2.1) The overall number of units allowed on a property must be based on the summation of the total number of units allowed within each slope category. All areas within the project boundary must be included in one of the established categories. (PMC Section 17.100.090.B)	Yes	The proposed project density is approximately 2.12 dwelling units per acre, which is less than the minimum allowed; however, the site contains significant slopes and is subject to the Hillside Management section of the PMC. As shown within the Hillside Management discussion below, the slope density calculations allow for a maximum of 67 dwelling units and 65 are proposed.

**Justification is based on a review of the tentative tract map date stamped 'Received June 8, 2020' by the case planner*

EXHIBIT V

FINAL

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP 60500 TIME EXTENSION NO. 2

APPROVAL DATE: NOVEMBER 12, 2020
EFFECTIVE DATE: NOVEMBER 24, 2020
MAP RECORDING DEADLINE: OCTOBER 3, 2022

These Conditions of Approval apply to Tentative Tract Map (TTM) 60500 Time Extension (TE) No. 2; a request to subdivide 30.45 acres into 66 lots for the purpose of constructing 65 single-family residences and one detention basin, located south of Vista Point Way and west of Rancho Vista Boulevard (APN's: 3001-003-015 and 3001-003-162). Any proposed change of use or expansion of the area, or modifications to the map shall be submitted to the Planning Division, along with the required application and fee, for review. For the purpose of these conditions, the term "applicant" shall also mean the developer, the owner or any successor(s) in interest to the terms of this approval.

GENERAL CONDITIONS:

1 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. Failure to file the final map will require submittal of a new tentative tract map, since no additional time extensions are available. (P)(E)

2 This approval shall not become effective for any purposes until any appeal period has passed and the applicant has filed at the office of the Planning Division their notarized affidavit stating that they agree to, and accept, all of the Conditions of Approval as approved by the reviewing authority as set forth in EXHIBIT V RESOLUTION NO. PC-2020-044. (P)

3 This TTM is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the map date stamped 'Received, June 8, 2020', as modified by these Conditions of Approval. Final map(s) shall be in substantial conformance with the tentative map and these Conditions of Approval. (P)(E)

4 All existing Conditions of Approval under TTM 60500 as specified within RESOLUTION NO. PC-2006-076, and TTM 60500 TE No.1 as specified within RESOLUTION NO. PC-2017-001 shall remain applicable to this project. (P)

5 Immediately upon approval of this project by the Planning Commission, the applicant shall submit to the City a cashier's check, payable to Los Angeles County, in the amount of $75 for the environmental filing fee in compliance with

the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the Department of Fish and Wildlife determines that this project is not exempt from a filing fee imposed pursuant to Fish and Game Code Section 711.4 because the project has more than a de Minimis impact on fish and wildlife, then the applicant shall also pay to the Department of Fish and Wildlife any fee and any fine which the Department determines to be owed. (P)

THE FOLLOWING CONDITION SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

6 If Western Joshua Trees (*Yucca Brevifolia*) are present on the site and impacted by the proposed project while under the protection of the California Endangered Species Act (CESA), the applicant shall apply for an Incidental Take Permit through the California Department of Fish and Wildlife pursuant to Fish and Game Code Section 2081. (P)

THE FOLLOWING CONDITION SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

7 A drainage easement must be provided and recorded for Lots 10 through 18 and any additional cross-lot drainage that is proposed. (E)

Key to Departmental Conditions:

(P) Planning Division (661-267-5200)
(E) Engineering Division (661-267-5353)
(F) Los Angeles County Fire Department (661-949-6319)
(B&S) Building and Safety Division (661-267-5353)
(Pk) Parks and Recreation Department (661-267-5611)
(PS) Public Safety Division (661-267-5170)
(SCE) Southern California Edison Company (661-945-9317)
(TE) Traffic Division (661-267-5300)

PLANNING COMMISSION
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. PC-2024-024

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALMDALE, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF THE FINAL TWO-YEAR TIME EXTENSION 24-0006 AND MAJOR MODIFICATION 24-0008 TO PREVIOUSLY APPROVED TENTATIVE TRACT MAP 60500; A REQUEST TO SUBDIVIDE 30.68 ACRES INTO 66 LOTS TO FACILITATE THE CONSTRUCTION OF 65 SINGLE-FAMILY RESIDENCES AND ONE DETENTION BASIN LOCATED SOUTH OF VISTA POINT WAY AND WEST OF RANCHO VISTA BOULEVARD (APN'S: 3001-003-015 AND 3001-003-162)

WHEREAS, Advanced Civil Group, Inc., has filed an application requesting the final two-year discretionary Time Extension (TE) 24-0006 and Major Modification (MOD) 24-0008, to previously approved Tentative Tract Map (TTM) 60500, described herein (hereinafter referred to as "Application").

WHEREAS, the application applies to 30.68 acres within the Rancho Vista Specific Plan (SP), indicated on the County Assessor roll as APN's 3001-003-015 and 3001-003-162, legally described on Exhibit A hereto and shown on the map attached hereto as Exhibit B.

WHEREAS, ON September 21, 2006, the Planning Commission approved TTM 60500 through Resolution No. PC-2006-076 with an expiration date of October 3, 2009.

WHEREAS, TTM 60500 qualified for a total of seven years of extensions allowed by Senate Bill (SB) 1185, Assembly Bill (AB) 208, and AB 116, which extended the map to October 3, 2016.

WHEREAS, on January 12, 2017, and October 3, 2019, the Planning Commission approved the first and second three-year discretionary time extensions which extended the expiration date of the map to October 3, 2022.

WHEREAS, on March 2, 2022, the City Council adopted Urgency Ordinance No. U-1582 which extended the TTM by one year, to October 3, 2023.

WHEREAS, on May 23, 2023, the City Council adopted Ordinance No. 1610 amending Urgency Ordinance No. U-1582 to increase the term of certain TTMs by two years which extended the expiration of the map to October 3, 2025.

WHEREAS, On September 27, 2024, Governor Gavin Newsom signed into law Assembly Bill (AB 2729), which extends the map by 18 months which extended the expiration of TTM to April 3, 2027.

WHEREAS, the Planning Commission is recommending City Council approval of a final two-year extension of TTM 60500 (Resolution No. PC-2006-076), overriding the

Palmdale Municipal Code (PMC) in accordance with Section 500 of the Palmdale City Charter and extending the map to April 3, 2029.

WHEREAS, on December 12, 2024, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date.

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

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

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

SECTION 2. The Planning Commission hereby finds as follows with respect to the environmental document:

A An Initial Study was prepared for the project in conjunction with the original approval, and on September 21, 2006, the Planning Commission adopted an MND finding that, with incorporation of mitigation, the project would not have a significant impact on the environment. On September 24, 2020, the California Department of Fish and Wildlife (CDFW) Commission voted to declare the Western Joshua Tree (*Yucca brevifolia*) a candidate species under provisions of the California Endangered Species Act (CESA) for a period of one year while the agency conducted a study to consider formal protection under the law. Although not protected under CESA at the time of approval of the MND for the subject project, the City of Palmdale had regulations in place to manage the protection and preservation of Western Joshua Trees and other native vegetation pursuant to PMC Chapter 14.04. These protections were reflected in the Initial Study, and the project incorporated mitigation measures requiring the developer to prepare a Native Desert Vegetation Preservation Plan to address impacts to on-site Western Joshua Trees. However, the Western Joshua Tree is now protected under CESA, and therefore, the applicant must apply for an Incidental Take Permit through the CDFW pursuant to Fish and Game Code Section 2081(b) for impacts to Western Joshua Trees on-site. Staff has reviewed the MND to determine whether the project triggered any of the conditions described in Sections 15162, 15163, or 15164 of the California Environmental Quality Act guidelines, which require the preparation of a subsequent supplemental, or addendum to the MND and concluded that the time extension does not propose any changes to the project and the approved MND adequately addresses the project's impact on the environment. Also, there have been no changes to the site or the surrounding area, since

the approved MND was prepared that would require additional environmental clearance. As such, no further documentation is required.

B The custodian of records for the Initial Study, MND, Mitigation Monitoring and Reporting Program, and all other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to this Commission during the above-referenced December 12, 2024, public hearing, including public testimony, and written and oral staff report, this Commission specifically finds as follows:

A The proposed subdivision, together with the provisions for its design and improvement, shall be consistent and compatible with the maps, goals, objectives, and policies of the General Plan, Zoning Ordinance and any applicable specific plan. (TTM)

The proposed modification to phase the TTM in four separate phases and the time extension is consistent with the General Plan and Specific Plan as described in Exhibits C and D.

B The tentative map does not propose to divide land which is subject to contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a land conservation act contract but the resulting parcels following division of the land will not be too small to sustain their agricultural use. (TTM)

A review of the preliminary title report for the subject property revealed that the property in question has not been included in the California Land Conservation Act of 1965. The California Land Conservation Act provides property tax reductions for farmland and land designated for open space in exchange for a 10-year agreement that the land will not be developed or otherwise converted to another use. The subject site is not and has not been designated for farmland or open space and therefore, the TTM is not subdividing land that is subject to a contract.

C The site is physically suitable for the type and proposed density of development proposed by the tentative map. (TTM)

The proposed site is physically suitable for Urban Residential (3.1-6.1 dwelling units per acre) uses as the site topography is readily available to support future

single-family residential uses and the approved TTM proposed density within the range permitted by the SP and the Hillside Management Ordinance.

D The design of the subdivision and the proposed improvements, with conditions of approval, are either:

Not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, or

The design of the subdivision and the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, but an environmental impact report has been prepared and a statement of overriding considerations has been adopted, pursuant to Public Resources Code Section 21081(c), finding that specific economic, social or other considerations make it not feasible to adopt the mitigation measures or project alternatives identified in the environmental impact report. (TTM)

The project site contains western Joshua Trees and the applicant shall obtain an Incidental Take Permit with the California Department of Fish and Wildlife as outlined within the Conditions of Approval.

E The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible. (TTM)

The tentative map design provides for future passive or natural heating and cooling opportunities in the subdivision to the extent feasible because the tract is designed with adequate dimensions to maximize opportunities for passive and natural heating and cooling.

F The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems. (TTM)

G The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision, or the design of the subdivision and the type of improvements will conflict with the easements acquired by the public at large for access through or use of property within the proposed subdivision but alternate easements which are substantially equivalent to those previously acquired by the public will be provided. (TTM)

H The proposed phasing and the associated infrastructure improvements are not likely to cause serious public health and safety problems. (MOD)

I The conditions surrounding the development of the tentative map have not changed in such a way as to preclude the development of all necessary improvements or infrastructure on any phase of the tentative map. (MOD)
The design of the subdivision and the proposed improvements are not likely to cause serious public health and safety problems, because conditions of approval have been applied which require the installation of streets, curbs, and sidewalks in compliance with City standards. Also, the discharge of water from the proposed subdivision into an existing community sewer system will not result in a violation of existing requirements prescribed by the California Regional Water Quality Control Board, because the applicant is required to comply with all conditions of approval including submittal of a sanitary sewer area study, dedication if new sewer system to the City and installation of private laterals for each residential lot. In addition, the conditions of approval have not changed in a way that will preclude the development of all necessary improvements on any phase of the tentative map.

J The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area. (TTM)

K The proposed phasing represents a logical and orderly development. (MOD)

The proposed subdivision represents orderly development of the project site and surrounding area because the proposed Urban Residential designation within the SP is compatible with the adjacent existing uses and is consistent with the density approved.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, the Commission hereby recommends City Council approval of TE 24-0006 and MOD 24-0008.

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

ADOPTED AND APPROVED this 12th day of December, 2024.

Dean Henderson, Chair
Planning Commission

ATTEST:

Sylvia Magallanes, Deputy City Clerk

I, Sylvia Magallanes, Deputized Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly approved, and adopted by the Planning Commission of the City of Palmdale at a regular meeting of said Commission held on the 12th day of December 2024, by the following roll call vote:

AYES: (4) Chair Henderson, Commissioners Jones, Lujan, Olivarez

NOES: (0)

ABSTAIN: (0) ABSENT: (1) Vice Chair Elize

Date: 1/6/2025

Sylvia Magallanes, Deputized Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR
TIME EXTENSION 24-0006 AND MAJOR MODIFICATION 24-0008
FOR TENTATIVE TRACT MAP 60500

Real property in the City of Palmdale, County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN: 3001-003-162)

THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL ON SEPTEMBER 3, 1855.

PARCEL 2: (APN: 3001-003-015)

THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 24, 1967 AS INSTRUMENT NO. 505, IN BOOK D3565 PAGE 976, OFFICIAL RECORDS, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, OF SAID TOWNSHIP AND RANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 18, SOUTH 89° 29' 55" EAST, 873.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3° 15' 41" WEST, 324.97 FEET; THENCE NORTH 49° 25' 52" WEST, 342.16 FEET; THENCE NORTH 19° 12' 04" WEST, 201.02 FEET; THENCE NORTH 65° 05' 14" WEST, 265.45 FEET; THENCE NORTH 15° 06' 34" WEST, 269.17 FEET; THENCE SOUTH 73° 48' 41" WEST, 234.69 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 18, SAID POINT BEING DISTANT THEREON NORTH 0° 22' 58" WEST, 1035.43 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE ALONG SAID WESTERLY LINE NORTH 0° 22' 58" WEST, 816.78 FEET; THENCE SOUTH 83° 24' 58" EAST, 436.44 FEET; THENCE SOUTH 67° 17' 20" EAST, 492.27 FEET; THENCE SOUTH 21° 38' 11" EAST, 941.55 FEET; THENCE SOUTH 89° 12' 43" EAST, 293.10 FEET; THENCE SOUTH 29° 34' 26" EAST, 862.13 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 18, SAID POINT BEING DISTANT THEREON SOUTH 89° 29' 55" EAST, 1067.17 FEET FROM THE TRUE POINT OF BEGINNING. BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIBED EXCEPTION ARE BASED ON THE CALIFORNIA CO-ORDINATE SYSTEM ZONE 5.

EXHIBIT B

AERIAL MAP



EXHIBIT C

GENERAL PLAN CONSISTENCY

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use and Community Design	Goal LUD-2.1: Direct future growth to areas closer to the center of town, which can accommodate development based upon topography, environmental factors, and availability of the existing infrastructure.	Yes	The project is surrounded by existing single-family residential uses and will efficiently tie into existing infrastructure. The lot sizes and proposed density of the project will be compatible with the surrounding single-family residential neighborhoods.
Public Facilities, Services, and Infrastructure Element	Goal PSFI-5: Ensure that adequate public utilities are available to support development in an efficient and orderly manner.	Yes	The project is surrounded by existing single-family residential uses and will efficiently tie into existing infrastructure. The lot sizes and proposed density of the project will be compatible with the surrounding single-family residential neighborhoods.

*Justification is based plans date stamped 'Received March 22, 2024'.

EXHIBIT D

SP CONSISTENCY

	Standard	Standard Met?	Justification*
Lot Area	Each lot created in the R-1-7,000 zone must have a minimum lot area of not less than 7,000 square feet. (SP Section 3.2)	Yes	All lots meet or exceed the minimum lot area of 7,000 square feet as the lots range in size from 7,145 square feet to 151,512 square feet.
Density	Development will consist of single-family detached units on 7,000 square feet lots with resultant density at the lower end of 3.1 to 6.1 density range. (SP Section 2.1) The overall number of units allowed on a property must be based on the summation of the total number of units allowed within each slope category. All areas within the project boundary must be included in one of the established categories. (PMC Section 17.100.090.B)	Yes	The proposed project density is approximately 2.12 dwelling units per acre, which is less than the minimum allowed; however, the site contains significant slopes and is subject to the Hillside Management section of the PMC. As shown within the Hillside Management discussion below, the slope density calculations allow for a maximum of 67 dwelling units and 65 are proposed.

*Justification is based on a review of the plans date stamped 'Received March 22, 2024.

ATTACHMENT E

FINAL

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP 60500, TIME EXTENSION 24-0006
MAJOR MODIFICATION 24-0006

APPROVAL DATE: TBD
EFFECTIVE DATE: TBD
EXPIRATION DATE: DECEMBER 12, 2026

These conditions of approval apply to Tentative Tract Map 60500, a subdivision of 30.68 acres zoned Single Family Residential 3 into 66 for single family residences including one detention basin located south of Vista Point Drive and west of the terminus of Westcliff Drive located south of Vista Point way and west of Rancho Vista Boulevard. For the purpose of these conditions, the term "applicant" shall also mean the developer, the subdivider, the owner or any successor(s) in interest to the terms of this approval.

GENERAL CONDITIONS:

1 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the Planning Commission upon submittal of a formal application, required exhibits, and appropriate fees in accordance with the City's Zoning Ordinance. In granting any such time extension, the City of Palmdale may impose new conditions and standards on the tentative map, pursuant to Section 66452.6(e) of the Government Code. (P)(E)

2 This Tentative Tract Map is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the map date stamped 'Received March 22, 2024', as modified by these Conditions of Approval. Final map(s) shall be in substantial compliance with the Tentative Map and these Conditions of Approval. (P)(E)

3 The applicant shall comply with all requirements of the Palmdale Municipal Code (PMC), all requirements of the City ordinances, resolutions, and all applicable standards and policies that are in effect at the time that building permits are issued for the development. (P)(E)

4 Immediately upon approval of this project by the Review Authority, the applicant shall submit to the City a cashier's check or check, payable to Los Angeles County Clerk in the amount of $75 for the environmental filing fee in compliance with the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the California Department of Fish and Wildlife (CDFW) determines that this project is not exempt from a filing fee imposed pursuant to Fish and Wildlife Code Section 711.4 because the project has more than a de Minimis impact on fish and wildlife,

then the applicant shall also pay to CDFW any fee and any fine which the Department determines to be owed. (P)

5 When exhibits and written conditions of approval are inconsistent, the written conditions shall prevail. (P)(E)

6 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this subdivision. If off-site public improvements are required, said improvements shall be located within public easements. This Tentative Map approval is subject to the applicant's acceptance of the City requirements for the acquisition of said public easements, including the applicant's financial responsibility. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

7 The applicant shall participate in such on-site and off-site water service improvements as may be required by the serving water purveyor. (E)

8 Coordination with utility companies by the applicant's engineer during design shall be required in order to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

9 The applicant shall comply with all requirements of the Congestion Management Program for the County of Los Angeles and any related City requirements. These shall include, but are not limited to: trip reduction, deficiency plan, traffic and public transportation requirements and improvements, and impact fee requirements. (TE)

10 The applicant shall comply with all provisions of PMC Chapter 14.05 (Water Efficient Landscape). (E)

11 The applicant shall defend, indemnify, and hold harmless the City and its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City concerning this subdivision, including but not limited to any approval or condition of approval of the City Council, Planning Commission, or Planning Manager, which action is brought within the time period provided for in Government Code Section 66499.37. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the subdivision and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

12 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the PMC, including the requirement that a business license be obtained by all entities doing business in the City. (P)

13 For phased development, the applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site, in accordance with the property maintenance requirements as set forth in PMC Chapter 8.36 (Regulation of Property Maintenance). (P)

14 Left-turn ingress and/or egress at all access locations are subject to the approval of the City Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

15 The applicant shall fully cooperate with any adjacent property development in order to provide improved site access in the future. (TE)

16 Pursuant to Government Code Section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

17 If western Joshua trees (*Yucca Brevifolia*) are present on the site and impacted by the proposed project, the applicant shall comply with all Joshua Tree requirements as required by the California Department of Fish and Wildlife. (P)

18 *Prior to issuance of a grading permit, an updated survey of all on-site Joshua trees and California juniper shall be completed by a qualified biologist to determine the extent of project related impacts. A three-year monitoring program shall be implemented in accordance with the biota study. (P)

19 *The project developer shall prepare a Native Vegetation Preservation Plan to address impacts to on-site Joshua trees and California junipers. This plan shall comply with all requirements of the City of Palmdale Native Desert Vegetation Preservation Ordinance. (P)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF THE TENTATIVE MAP FOR CONDITION COMPLIANCE:

20 The applicant shall submit a revised tentative map showing condition compliance along with required fee(s) for plan check review to the Planning Division. Lot sizes for individual lots shall be indicated and all lots shall meet or exceed the minimum lot size and required lot dimensions contained in the standards of development for the associated zone. Portions of lots included within the Landscape Maintenance Assessment District/Community Facility Districts shall not be utilized in determining compliance with the minimum lot area standards. (P)

21 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be prepared and signed (and stamped where required) only by those individuals legally authorized to do so. Plans for public improvements shall be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

22 The applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees. Grading activities extending beyond phase boundaries shall require prior approval of the City Engineer and Planning Manager. Such grading activity shall be reflected in the subdivision improvement agreement of the phase that requests such grading. (E)

23 The applicant shall be required to provide an acceptance letter from the golf course owner regarding impact from runoff leaving this project site, to the satisfaction of the City Engineer. (E)

Project Grading/Wall/Fence Requirements

24 Grading and Wall plans shall be submitted for review and approval to the Engineering Division, through the Accela Citizen Access Portal. Approval by both the City Engineer and Planning Manager shall be obtained prior to the issuance of a Grading Permit. Final grading and wall concepts shall be in substantial conformance with those shown on the approved site plan, conceptual grading plan, and in accordance with the following: (P)(E)(B&S)

24.1 Northerly Boundary - The applicant shall provide a six-foot high decorative wall for Lot 1 to be constructed of a minimum of two different types or colors of textured block, a combination of patterned concrete, stucco, or other

embellished materials and an open view fencing in compliance with the City Engineer's guidelines for Lot 38 (detention basin).

24.2 Southerly Boundary - The applicant shall provide a six-foot high wrought iron and block pilaster fence. The applicant shall coordinate this fence with the Department of Water Resources and remove any existing chain link fencing.

24.3 Easterly Boundary - The applicant shall provide a six-foot high decorative wall to be constructed of a minimum of two different types or colors of textured block, a combination of patterned concrete, stucco, or other embellished materials where appropriate, and provide a wrought iron fence with pilasters in other areas. Materials shall be approved by the Planning Division.

24.4 Westerly Boundary - The applicant shall provide a six-foot high decorative wall to be constructed of a minimum of two different types or colors of textured block, a combination of patterned concrete, stucco, or other embellished materials where appropriate, and a wrought iron fence with pilasters in other areas. Materials shall be approved by the Planning Division.

24.5 All corner lots shall contain a decorative masonry block wall on the street side of the lot.

24.6 All interior property line walls, if proposed, shall be constructed of masonry, wrought iron, durable vinyl, or other similar durable materials as approved by the Planning Division.

24.7 Proposed retaining walls or engineered free standing walls shall be submitted to Building and Safety Division for review and approval. Said wall types shall require a building permit prior to construction.

25 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope, the wall shall be set back a minimum of two and one-half (2-1/2) feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)

26 The exterior face and footings of all project perimeter walls shall be located no more than two inches from the property line on the subject property. (P)(E)

27 Double boundary walls between developments are prohibited except as approved by the Planning Manager and City Engineer. (P)(E)

28 The final grading plan shall indicate that all rear and interior side yard slopes are up slopes to property lines as indicated on the tentative map. (P)(E)

29 All manufactured slopes on or adjacent to project boundaries shall meet the setback requirements of Chapter 70 of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any slope not meeting these requirements. In addition, slopes are required to meet City Standards with respect to erosion control. (E)(B&S)

30 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. Said erosion control plan shall provide appropriate dust control measures per City and Antelope Valley Air Quality Management District (AVAQMD) Standards to minimize nuisance from dust at all times. (E)

30.1 The applicant shall submit a dust control plan to AVAQMD for review and shall obtain clearance from said agency prior to issuance of a City grading permit. The applicant shall provide proof of compliance with all AVAQMD requirements and applicable fees. (E)

31 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. The applicant shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer. (E)

32 The applicant shall incorporate into the project design all existing easements within the project boundaries or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Planning Manager, City Engineer or the Review Authority. (P)(E)

33 The applicant shall obtain off-site easements from the affected property owner(s) for all proposed off-site improvements and grading activities (slopes, drainage, walls, etc.). If said easements cannot be obtained, the project shall be redesigned to incorporate said improvements and grading entirely within the project boundary, to the satisfaction of the Planning Manager and the City Engineer. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition. (P)(E)

34 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any property is increased, concentrated, diverted, or changed in any form as required by State law. (E)

35 A final hydrology study and hydraulics report shall be prepared for this subdivision and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts, based on the City of Palmdale adopted Storm Water Management Policy. (E)

36 An on-site/off-site storm drainage basin (detention) shall be required for this subdivision according to the City's adopted Storm Water Management Policy. Such basin(s) shall be sized and configured as a buildable lot based on the zoning; granted in fee to the City for drainage and landscape purposes; and annexed into Community Facilities District (CFD) 2022-1, Citywide Maintenance and Services. (E)

37 This subdivision shall be designed in accordance with the City's Floodplain Management Ordinance, Master Plan of Drainage, and related criteria within the Engineering Design Standards, and related criteria within the Engineering Design Standards. (E)

37.1 All drainage facilities shall be designed to be compatible with Master Plan of Drainage facilities. Applicant shall provide system piping to allow for the future elimination of the drainage basin. (E)

37.2 Reimbursement for drainage facilities shall only be considered for the applicant's dedication and construction of those facilities depicted on the City's Master Plan of Drainage in accordance with Section 66486 of the Government Code. (E)

38 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the issuance of a grading permit. (E)

Landscaping

39 The applicant shall submit landscape and irrigation plans for all project landscaping improvements to the Engineering Division for review and approval, through the Accela Citizen Access Portal. The applicant is responsible to pay all plan review fees for the improvements reflected on the landscape plans prior to the plans being reviewed. All landscape permit and inspection fees shall be paid prior to the issuance of a landscape permit. These plans shall include, but not be limited to, the following items: (P)(E)(PS)

39.1 Trees in the parkways shall not exceed a spacing approved by the City Engineer for the species proposed.

39.2 Where trees are incorporated into the landscape design of common or open areas, all trees shall be a minimum one-inch caliper in a 15-gallon or larger container size. Fifty percent of the trees shall be a minimum two-inch caliper in a 24-inch box size or larger container. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container. The trunk caliper shall be measured four and a half feet above the root crown. Any Washingtonia spp. or similar palm trees proposed shall have a minimum of 12 feet of brown trunk height.

39.3 All shrubs shall be a minimum five-gallon size. If one-gallon plants are proposed to be used as a ground cover (i.e., with drip irrigation), such planting shall be supplemented with additional five-gallon plant material to provide variation in texture and height.

39.4 All plant material shall be indicated on the landscape plans with symbols that are 75 percent of the diameter of the mature size of the plant. When determining mature plant size, the lower end of the size range shall be used (for example, if a plant is indicated to have a mature size of six to -ten feet, a six-foot diameter shall be used when graphically indicating the plant material on the plan).

39.5 All landscape areas shall be enclosed by a six-inch raised concrete curb. Differences in planting areas or landscaping ground cover materials shall be separated by approved landscape edging or concrete mow strips.

39.6 All slopes steeper than 3:1 shall be landscaped for erosion control per the Engineering Design Standards.

39.7 Backflow devices shall be screened with a solid Le Meur cover or equivalent and landscaping.

39.8 All plant material sizes and calipers shall conform to the American Standard for Nursery Stock, ANSI (Z60.1) 2014.

40 The applicant shall submit a current Title Report for the subject property, dated within six months of the date for civil plan submittal. This submittal shall include a declaration of all easement of record and copies of all easements/declaration instruments referenced within the report. (E)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH THE RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

41 The applicant shall petition the City to annex into Community Facilities District No. 2022-1 for the maintenance of landscaping and appurtenant facilities. Such annexation shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the annexation to the Community Facilities District, the applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the landscaping and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the -annexation of an alternative maintenance entity shall be paid by the applicant. (E)

42 The applicant shall provide written evidence to the Planning and Engineering Divisions that approval has been obtained from the Los Angeles County Fire Department. (F)(P)(E)

43 The applicant shall enter into a Subdivision Improvement Agreement and post securities with the City and pay all applicable fees at the time of subdivision approval for those improvements necessary to support this subdivision, as determined by the City Engineer. If any transfer of ownership/title of land within this proposed subdivision takes place prior to release of all agreements and securities, the new applicant shall be required to enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the new applicant take effect. (E)

Phase One

44 The applicant shall provide standard street improvements for the south half of Vista Point Way across the project frontage. The design shall be based on a 64-foot right-of-way on an acceptable centerline profile extending a minimum of 300 feet beyond the project where applicable. These improvements shall consist of: (E)

44.1 Curb and gutter,

44.2 Sidewalk (width = five feet),

44.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

44.4 Traffic control signs and devices as required by the City Engineer,

44.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

44.6 Wheelchair ramp(s) at all walk returns,

44.7 Roadway drainage device(s),

44.8 Streetlights,

44.9 Provide a minimum four-foot sidewalk clearance around any object,

44.10 Construct a four-foot-wide minimum Americans with Disabilities Act (ADA) by-pass at all proposed driveway approaches,

44.11 Design and construct turn-around improvements at the intersection of Vista Point Way and Delson Drive,

45 The applicant shall provide standard street improvements for "E" Street width phase boundary, face of curb to face of curb width of 36 feet (60-foot right-of-way). These improvements consist of: (E)

45.1 Curb and gutter,

45.2 Sidewalk (width = five feet),

45.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

45.4 Traffic control signs and devices as required by the City Engineer,

45.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

45.6 Wheelchair ramp(s) at all walk returns,

45.7 Roadway drainage device(s),

45.8 Forty-foot minimum improvements are required,

45.9 Streetlights,

45.10 For Street "E", design and construct turn around improvements beyond phase 1 boundary, as part of phase 1 street improvements,

Phase Two

46 The applicant shall provide standard street improvements for the south half of Vista Point Way across the project frontage. The design shall be based on a 64-foot right-of-way on an acceptable centerline profile extending a minimum of 300 feet beyond the project where applicable. These improvements shall consist of: (E)

46.1 Curb and gutter,

46.2 Sidewalk (width = five feet),

46.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

46.4 Traffic control signs and devices as required by the City Engineer,

46.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

46.6 Wheelchair ramp(s) at all walk returns,

46.7 Roadway drainage device(s),

46.8 Forty-foot minimum improvements are required,

46.9 Streetlights,

46.10 Provide a minimum four-foot sidewalk clearance around any object,

46.11 Forty-foot minimum street improvements are required for phase 2 improvements,

46.12 Full roundabout improvements shall be required at the intersection of Vista Point Way and Street "A", as part of phase 2 street improvements. Final design shall be subject to approval by the City Engineer,

46.13 Design and construct turn around at westerly tract boundary, as part of phase 2 street improvements.

47 The applicant shall provide standard street improvements for "A" Street, up to "B" Street within the phasing boundary, face of curb to face of curb width of 36 feet (60-foot right-of-way). These improvements consist of: (E)

47.1 Curb and gutter,

47.2 Sidewalk (width = five feet),

47.3 Roadway grading and paving, overlay and/or match-up, as directed by the City Engineer,

47.4 Traffic control signs and devices as required by the City Traffic Engineer,

47.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

47.6 Wheelchair ramp(s) at all walk returns,

47.7 Roadway drainage device(s),

47.8 Forty-foot minimum improvements are required,

47.9 Streetlights,

47.10 For Street "A", design and construct turn-around improvements beyond the phase 2 boundary, as part of phase 2 street improvements,

Phase Three

48 The applicant shall provide standard street improvements for "D" Street, "E" Street (within phase 3 limits) and "F" Street within the project boundary, face of curb to face of curb width of 36 feet (60-foot right-of-way). These improvements consist of: (E)

48.1 Curb and gutter,

48.2 Sidewalk (width = five feet),

48.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

48.4 Traffic control signs and devices as required by the City Traffic Engineer,

48.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

48.6 Wheelchair ramp(s) at all walk returns,

48.7 Roadway drainage device(s),

48.8 Forty-foot minimum improvements are required,

48.9 Streetlights,

48.10 For Street "B", design and construct turn-around improvements beyond the phase 3 boundary, as part of phase 3 street improvements,

49 The applicant shall provide standard street improvements for "C" Street within the project boundary, face of curb to face of curb width of 34 feet (58-foot right-of-way). These improvements consist of: (E)

49.1 Curb and gutter,

49.2 Sidewalk (width = five feet),

49.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

49.4 Traffic control signs and devices as required by the City Traffic Engineer,

49.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

49.6 Wheelchair ramp(s) at all walk returns,

49.7 Roadway drainage device(s),

49.8 Forty-foot minimum improvements are required,

49.9 Streetlights,

Phase Four

50 The applicant shall provide standard street improvements for "A" Street, up to "B" Street and "B" Street (within phase 4 limits) within the project boundary, face of curb to face of curb width of 36 feet (60-foot right-of-way). These improvements consist of: (E)

50.1 Curb and gutter,

50.2 Sidewalk (width = five feet),

50.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

50.4 Traffic control signs and devices as required by the City Traffic Engineer,

50.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

50.6 Wheelchair ramp(s) at all walk returns,

50.7 Roadway drainage device(s),

50.8 Forty-foot minimum improvements are required,

50.9 Streetlights,

51 The applicant shall provide standard street improvements for "A" Street, south of "B" Street within the project boundary, face of curb to face of curb width of 34 feet (58-foot right-of-way). These improvements consist of: (E)

51.1 Curb and gutter,

51.2 Sidewalk (width = five feet),

51.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

51.4 Traffic control signs and devices as required by the City Traffic Engineer,

51.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

51.6 Wheelchair ramp(s) at all walk returns,

51.7 Roadway drainage device(s),

51.8 Forty-foot minimum improvements are required,

51.9 Streetlights,

52 The applicant shall provide the following public improvements needed to serve each phase: (E)(F)

52.1 The applicant shall provide the means for future access to the State Water project property to the south via an easement acceptable to the City.

53 The applicant and/or the developer of the tract shall be responsible for constructing the entire roundabout at Vista Point Way and "A" Street. (P) (E)

54 A striping and signing plan shall be provided subject to the approval of the City Engineer, prior to the approval of the street improvement plans. The striping and signing plan shall be made part of the final street improvement plans. (TE) (E)

55 All areas within the tract designated by the City Engineer as requiring a landscape easement shall be shown as an 'Easement for Landscaping Purposes' on the final map. (E)

56 A sanitary sewer-area study for this subdivision shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from the Los Angeles County Sanitation District prior to the issuance of a sewer permit. (E)

57 The applicant shall obtain sufficient off-site sewer easements and design and construct an off-site outfall sewer with supplemental size, capacity, and length as required by the City Engineer. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

58 Water mains shall be designed to meet or exceed the total flow requirements determined for domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Chief. (E)

59 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not been installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)

59.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

59.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

60 A set of approved water plans from the water purveyor shall be filed with the Los Angeles County Fire Department. (F)

61 Street lighting plans shall be reviewed and approved separate of the approval of the street improvement plans. Street lighting plans and electrical plans shall be submitted to the City Engineer for review and approval and to Southern California Edison (SCE) for reference. Electrical plans shall be prepared by a Registered California Electrical Engineer. (E)

62 The applicant shall petition the City to form a Streetlight Benefit Assessment District for the ownership and maintenance of streetlights and appurtenant facilities. Such annexation shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the annexation to the Streetlight Benefit Assessment District, the applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the streetlights and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the -annexation of an alternative maintenance entity shall be paid by the applicant. (E)

63 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)

63.1 Water District

63.2 Southern California Edison

63.3 Southern California Gas Company

63.4 Pacific Bell or General Telephone

63.5 Cable TV

64 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

65 Dry wells shall be required for this subdivision to dispose of on-site nuisance water. The applicant shall be required to install appropriate measures to protect dry wells and basins from silt during grading operations and any off-site flow from undeveloped areas designed to flow through the subdivision. (E)

66 Will Serve letters will be required before the map is submitted to the City Council for approval. The following is a list of the minimum Will Serve letters required: (E)

66.1 Water District

66.2 Southern California Edison

66.3 Southern California Gas Company

66.4 Cable TV

66.5 School District

66.6 Los Angeles County Sanitation District

66.7 Telephone Company

67 A preliminary title report and subdivision guarantee is needed showing all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded, unless approved by the City Engineer and subordinated to any City easements by a certification upon the title sheet of the final map, prior to the grant. (E)

68 In cases where the applicant indicates that multiple final maps will be filed, a Phasing Plan shall be submitted for review and approval by the Planning Manager and City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this tentative map until such time as the City of Palmdale has had the opportunity to evaluate the phasing and impose reasonable conditions, related to the phasing. (E)

69 The applicant shall record a deed restriction for Lots 9-19, 21, and 22 which restricts the use of the portion of these lots to remain as natural open space. Maintenance of these areas shall be the individual property owner's responsibility. Said deed shall include a restriction on building, grubbing, grading, and revegetation of these areas except as approved by the Planning Manager. (P)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY PHASE OF THE SUBDIVISION:

70 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies including, but not limited to, the following as applicable:

Los Angeles County Sanitation District
Los Angeles County Department of Health Services
Los Angeles County Consolidated Fire District
Los Angeles County Waterworks
Westside Union School District
Antelope Valley Union High School District
Antelope Valley Air Quality Management District
Palmdale School District
Westside Union School District
Regional Water Resources Control Board

71 The duty of inquiry as to such requirements shall be upon the applicant. Proof of payment shall be provided to the Building and Safety Department prior to issuance of any building permits. (P)(E)(B&S)

72 The applicant shall submit full-sized copies of the final recorded map in the form of one set of mylar and three sets of blue line to the City Engineer and shall also submit an 8-1/2 x 11-inch mylar copy of the final map to the Planning Manager and City Engineer. The applicant shall provide a computerized .dwg format of the final recorded tract map which is compatible with the City's G.I.S. program to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone (five feet). (E)(P)

73 Subdivision Development Plan applications shall be submitted, either for the entire tract or in complete submittals for each phase, and shall include all documents and maps required by the Subdivision Development Plan Application and a copy of the Planning Division stamped final tentative map (inclusive of all conditions of approval). Separate submittals for components of a phase or entire tract may be accepted; however, full Subdivision Development Plan fees shall be paid for each separate submittal. Subdivision Development Plans shall be in compliance with the City Zoning Ordinance and the General Plan Land Use and Community Design Element in effect at the time of submittal. (P)

74 Subdivision Development Plan applications shall be submitted, either for the entire tract or in complete submittals for each phase and shall include all documents and maps required by the Subdivision Development Plan Application. Subdivision

Development Plans shall be in compliance with PMC Section 17.26.020 (Subdivision Development Plan Review) and the General Plan. (P)

75 A Temporary Use Permit for proposed on-site model homes and/or temporary sales offices shall be filed concurrently with the Subdivision Development Plan application for designated model home lots and shall include all documents and maps required in PMC Section 17.26.100 (Temporary Use and Special Event Permits) and by the Temporary Use Permit Application. (P)

76 Model homes shall comply with the standards of development of the Single-Family Residential for single-family residences pursuant to PMC Chapter 17.36 (Development Regulations). (P)

77 The applicant shall comply with all requirements of the Palmdale Building and Safety Department including posting of necessary securities to ensure conversion of model structures or any portion of a model structure for residential habitation prior to issuance of occupancy permits. (B&S)

78 The applicant shall submit detailed plans to the Building and Safety Department for all building construction and obtain plan approval. (B&S)

79 All agency approvals for permit issuance shall be on file with the Building and Safety Department. (B&S)

80 Grading shall be designated "Engineered Grading" per the City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed according to the phasing plan approved by the Planning Manager and the City Engineer. (P)(E)

81 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to the release of rough grading. The City Building Code requires these reports and statements from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

82 All sanitary sewer mains to be dedicated to the City are to be provided with as-built plans and have TV video inspection, as required by City Inspector, prior to final acceptance for maintenance. (E)

83 The applicant shall obtain addresses established by the City Engineer, and pay applicable processing fees, for all lots of residential subdivisions. Commercial subdivisions are addressed by the Building and Safety Department upon application for a Building permit. (E)

84 This subdivision is located within the Portal Ridge Natural Drainage Area/Basin as defined by the City's Master Drainage Plan and approved by Resolution 89-75. The applicant shall comply with the provisions of Chapter 3.38 (Drainage Fee Requirements) of the Palmdale Municipal Code. The applicant shall pay the applicable drainage fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. Payment of drainage fees for all areas within the map boundaries that are disturbed by grading are due upon submittal of first rough grade certification. (E)(B&S)

85 The project shall comply with all requirements of PMC Chapter 13.05 (Sewer Collection Service Charges). (E)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

86 In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, all grading or excavation shall cease in the immediate area, and the find left untouched until a qualified professional archaeologist or paleontologist, whichever is appropriate, is contacted and called in to evaluate the find and make recommendations as to disposition, mitigation, and/or salvage. The applicant shall be liable for costs associated with the professional investigation. (P)

87 From the beginning of the first ground disturbing activity until on 100 percent of the lots for the entire subdivision have been released for occupancy, the following is required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (November 1 - April 15); 2) provide appropriate dust control measures, per City Standards, to minimize nuisance from dust at all times. (E)(B&S)

88 Transmission lines less than 50KV and all other utility lines, existing and proposed, shall be installed underground in accordance with the City's Underground Utilities Ordinance. (E)

89 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

90 The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties is not permitted. (P)

91 If this tentative map is to be phased, the applicant shall have all basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an

operable condition prior to completion of rough grading of proposed streets for the first phase. (E)

92 Signing and striping shall be provided for all roadway improvements. (TE)

93 City and State guidelines and requirements for traffic control shall be compiled during construction and prior to final project acceptance. (TE)

94 The City Engineer shall be notified 60 days prior to anticipated opening of any street to public travel. (TE)

95 All existing utilities interfering with the new construction shall be relocated at the developer's expense. (E)

96 Grading shall be done in accordance with a grading plan prepared by the applicant's Registered Civil Engineer. All grading work shall be performed in one continuous operation or in phases as approved by the Planning Manager and the City Engineer. (P)(E)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR EACH DWELLING UNIT:

97 The applicant shall comply with the provisions of PMC Chapter 3.40 (Traffic Impact Fee Ordinance). The applicant shall pay the applicable traffic impact fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected. (TE)(E)(B&S)

98 The applicant shall comply with the provisions of PMC Chapter 3.34 (Parkland Dedication). The applicant shall pay to the Building and Safety Division the applicable Parkland development fees in the amount that is in effect at the time such fees are to be collected pursuant to the provisions of PMC Chapter 3.34. (Pk)(B&S)

99 The applicant shall comply with the provisions of PMC Chapter 3.42 (Fire Facilities Impact Fee Requirements). The applicant shall pay the applicable fire facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

100 The applicant shall comply with the provisions of PMC Chapter 3.45 (Public Facility Development Impact Fee Requirements). The applicant shall pay the applicable public facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

101 All public improvements within, and necessary to support, a block or construction phase of any final map, must be completed within 60 days from issuance of the first Certificate of Occupancy within the block or construction phase to the satisfaction of the City Engineer. In no case shall the total occupancy for a final map exceed 90 percent until all public improvements within the final map have been completed to the satisfaction of the City Engineer. (E)

102 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

103 At the completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City requires that these be submitted by the field or supervising grading engineer, and/or the landscape architect. (E)

104 The developer or builder shall provide full front yard and street side yard landscaping as approved by the City Engineer and the Planning Manager. (P)(E)

105 The landscape plans shall comply with all provisions of PMC Chapter 14.05 (Water Efficient Landscape). (E)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR ANY PHASE:

106 The applicant shall provide a wall and fence plan providing walls along the perimeter of the tract in conformance with the SP. (P)

107 The subdivision shall have been graded and constructed in accordance with all approved plans including but not limited to site plans, grading plans, wall plans, and landscape plans. (P)(E)

108 Any broken or damaged curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development shall be repaired. Any existing driveways that are not to be used shall be replaced with a standard curb, gutter, and sidewalk. (E)

109 Street name signs shall be purchased and installed in accordance with City standards. The number and location of signs shall be as directed by the City Engineer. (TE)

110 Electric Meter Installations: SCE's rules and policies require that all metering equipment be located so as to provide 24-hour access to the Utility. Metering equipment may be installed inside a building when located in an illuminated meter room directly accessible from the outside and readily accessible 24 hours a day.

SCE requires their approval on all metering equipment prior to installation. (P)(SCE)(B&S)

Key to Departmental Conditions:

(P) Planning Division (267-5200)
(E) Engineering Division (267-5272)
(F) Los Angeles County Fire Department (723-4455)
(B&S) Building and Safety Department (267-5353)
(Pk) Parks & Recreation Department (267-5611)
(PS) Public Safety Department (267-5153)
(SCE) Southern California Edison Company (945-9317)
(TE) Traffic Division (267-5300)

* Mitigation Measure

ATTACHMENT 2

CITY OF PALMDALE

MITIGATED NEGATIVE DECLARATION

38250 Sierra Highway
Palmdale, California 93550

Case Number:	Tentative Tract Map 060050
Applicant:	Mr. Robert Yu
Address:	212 S. Palm Avenue, 2nd Floor Alhambra, CA 91801
Project Description:	An application to subdivide 30.68 acres into sixty-six single family residential lots including one detention basin lot
Project Location:	Located south of Vista Point Drive and west of the terminus of Westcliff Street

On the basis of the Initial Study prepared for the project, it has been determined that the project has been modified to incorporate the mitigation measures listed below so that it would not have a potentially significant effect on the environment. A copy of said Initial Study is available for review at the Palmdale Planning Department, 38250 Sierra Highway, Palmdale, California 93550. This document constitutes a Mitigated Negative Declaration.

1. Prior to issuance of a grading permit, an updated survey of all on-site Joshua trees and California juniper shall be completed by a qualified biologist to determine the extent of project related impacts. A three-year monitoring program shall be implemented in accordance with the biota study.

2. The project developer shall prepare a Native Vegetation Preservation Plan to address impacts to on-site Joshua trees and California junipers. This plan shall comply with all requirements of the City of Palmdale Native Desert Vegetation Preservation Ordinance.

RESPONSIBLE AGENCIES: None

TRUSTEE AGENCIES: None

Notice Pursuant to Section 21092.5 of the Public Resources Code:

A Public Hearing will be held by the Planning Commission of the City of Palmdale in the Palmdale Council Chamber, 38300 Sierra Highway, Suite B, Palmdale, California on August 17, 2006, at 7:00 p.m. to consider this project. At that time, any interested person is welcome to attend and be heard on this matter.

Prior to the Public Hearing, the public is invited to submit written comments on this Mitigated Negative Declaration to the Palmdale Planning Department, Attention: Amy Brislen, 38250 Sierra Highway, Palmdale, California 93550; or phone (661) 267-5200. Please refer to the Case Number listed above.

Laurie Lile — 7.27.06
Laurie Lile — Date
Director of Planning

CITY OF PALMDALE

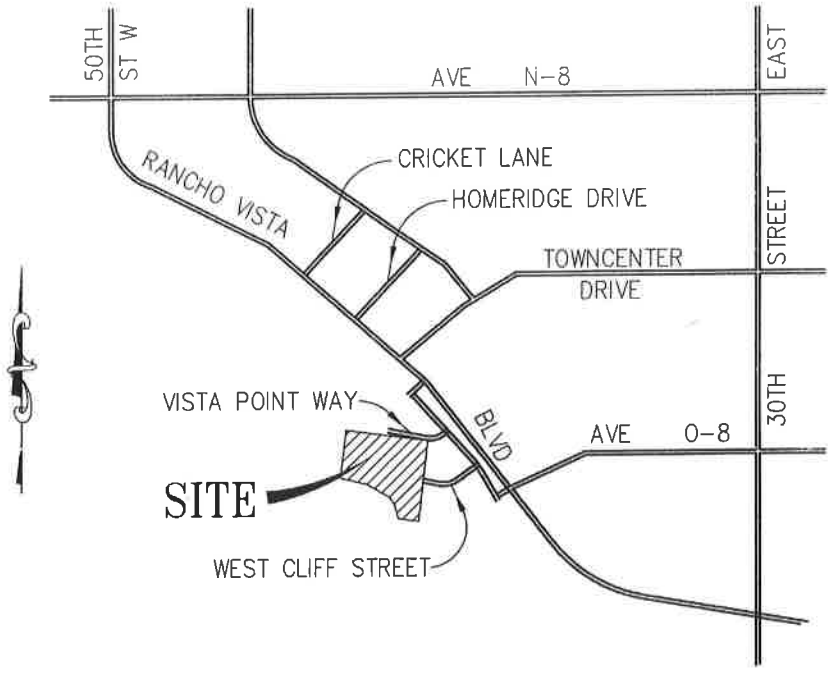
PLANNING DEPARTMENT

INITIAL STUDY

QUESTIONNAIRE

APPLICATION NO:	Tentative Tract Map (TTM) 060050
NAME OF APPLICANT:	Mr. Robert Yu
LOCATION OF PROJECT:	Located south of Vista Point Drive and west of the terminus of Westcliff Street
EXISTING GENERAL PLAN LAND USE DESIGNATION:	SFR-3 (Single Family Residential 3.1-6 dwelling units per acre)
EXISTING ZONING:	R-1-7,000 (Single Family Residential, 7,000 square foot minimum lot size)
PRESENT LAND USE:	Vacant

LOCATION MAP:



I. APPLICABILITY OF THE INITIAL STUDY

A. Is the proposed action a "project" as defined by CEQA?
☒ Yes ❑ No

1. If the project qualifies for one of the Categorical Exemptions listed in Section 6.C. of the City's CEQA Guidelines, is there a reasonable possibility that the activity will have a significant effect due to special circumstances? ❑ Yes ❑ No ☒N/A

II. INITIAL STUDY REVIEW

A. Does the project require a 30-day State Clearinghouse review?
❑ Yes ☒ No

III. PROJECT ASSESSMENT

A. Project Description: An application to subdivide 30.68 acres into sixty-six single family residential lots including one detention basin lot.

B. Description of the Project Site: The project site is located south and west of two recorded and built tracts, south and east of approved subdivisions for single family homes and north of the California Aqueduct. The site is currently vacant. Elevations on the property vary between 2765 and 2860 feet. The northern portion of the site slopes gently to the north and the southern portion consists of steep ridges and canyons. Soils are thin and rocky. Vegetation on most of the property is a relatively dense juniper and Joshua woodland. The eastern margin has been cleared in the past and has introduced grass species. The project area is subject to the City's Hillside Management Ordinance.

C. Surrounding Land Uses:

North: Existing single-family homes and vacant land subdivided and designated Urban Residential (3.1-6.1 units per acre) within the Rancho Vista Specific Plan

East: Existing single-family homes designated Urban Residential (3.1-6.1 units per acre) within the Rancho Vista Specific Plan

West: Vacant land subdivided and designated Urban Residential (3.1-6.1 units per acre) within the Rancho Vista Specific Plan
South: California Aqueduct

D. Is the proposed project consistent with:

	Yes	No	N/A
City of Palmdale General Plan	☒	☐	☐
Applicable Specific Plan	☐	☐	☒
City of Palmdale Zoning Ordinance	☒	☐	☐
Air Quality Management Plan	☒	☐	☐
Congestion Management Plan	☒	☐	☐
Regional Comprehensive Plan	☒	☐	☐

E. Have any of the following studies been submitted?

- ☒ Geology Report
- ☒ Hydrology Report
- ☐ Soil Report
- ☐ Traffic Study
- ☐ Noise Study
- ☒ Biological Study
- ☐ Native Vegetation Preservation Plan
- ☐ Solid Waste Generation Report
- ☒ Public Services/ Infrastructure Report
- ☒ Historical Report
- ☐ Archaeological Report
- ☒ Paleontological Study
- ☐ Line of Sight Exhibits
- ☒ Visual Analysis
- ☒ Slope Map
- ☐ Fiscal Impact Analysis
- ☐ Air Quality Report
- ☐ Hazardous Materials/ Waste

(Studies may be reviewed by contacting the case planner at (661) 267-5200.)

IV. DETERMINATION

On the basis of this initial evaluation:

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.

This initial study was prepared by: Amy Brislen, Assistant Planner II

7-27-06
Date

Asoka Herath
Assistant Director of Planning

7.27.06
Date

Laurie Lile
Director of Planning

V. EARLIER ANALYSIS

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or (mitigated) negative declaration. In this case, a discussion should identify the following:

A. Earlier analyses used.

City of Palmdale General Plan FEIR, (SCH No. 87120908) prepared for the City of Palmdale by Michael Brandman Associates, and certified by the Palmdale City Council (Resolution No. 93-10) on January 25, 1993. This document was prepared to analyze the potential impacts from full build-out of the City's General Plan, including the provision of roadways, infrastructure and development of urban uses. The General Plan EIR anticipated that significant impacts to air quality, loss of open space, seismic related risks, biological resources, jobs/housing balance, traffic impacts at 11 roadway links and cumulative impacts to groundwater resources would occur with implementation of the City's General Plan. All other impacts were found to be mitigatable to a level of insignificance through the mitigation measures imposed under the EIR and implementation measures contained within the General Plan. A copy of this EIR is available for review at the City of Palmdale Planning Department.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

VI. EVALUATION OF ENVIRONMENTAL IMPACTS

A. Earth:

Based on the geotechnical or soils study for the project, review by the City's Engineering Department, and/or the General Plan Update:

1. Soils

a. Are there any areas of potential differential settlement on the project site which could significantly impact development of the proposed project?

❑ ❑ ☒ ❑

b. Is the site in an area of high shrink/swell (hydrocompaction) potential which could significantly impact development of the proposed project?

❑ ❑ ☒ ❑

c. Is the site in an area of potential subsidence?

❑ ❑ ☒ ❑

d. Will the project result in a significant increase in wind or water erosion of soils, either on- or off-site?

❑ ❑ ☒ ❑

e. Could the project result in siltation deposition, or erosion which may modify a stream channel, or adversely affect downstream flood control facilities?

❑ ❑ ☒ ❑

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

A Preliminary Geotechnical commentary prepared by CCL Engineering Inc., dated August 9, 2004, indicates that the site is comprised of Portal Schist bedrock throughout its higher elevations and dense older alluvial/colluvial deposits throughout its northerly portions. Soil and rock utilized in the site grading are expected to be non-expansive in nature and should perform well in graded slopes and building pads.

The project site is identified as having low soil expansion potential, moderate soil erosion potential, moderate soil infiltration capabilities and an undetermined subsidence potential according to Exhibits S-10, S-11, S-12 and S-14 of the Palmdale General Plan. The use of standard City requirements for grading and building plans will ensure that impacts from soils will be reduced to a level of insignificance. Therefore, the proposed project will not have an impact on shrink/swell potential, subsidence and differential settlement.

2. Earthquakes

Based on the Alquist-Priolo Earthquake Fault Zoning Map (as amended 1994) and California Division of Mines and Geology Special Publication 42 (1997), or the geotechnical report for the project site:

a. Is the site in a fault rupture hazard zone? ❑ Yes ☒ No

If yes:

i. Is there an active or potentially active fault on the project site? ❑ Yes ❑ No

ii. Does the project include a school, emergency or public facility, day care center, nursing home, or high rise building? ❑ Yes ❑ No

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b. Is the site in a zone subject to seismic ground shaking, ground failure, or liquefaction?	☐	☐	☒	☐

The project site is located approximately one mile to the north of the Alquist Priolo Special Studies Zone and is not located within a fault-rupture earthquake hazard zone but it is located within Seismic Shaking Zone 1 as shown in the Earthquake Fault Zone map of the General Plan. The proposed residential use is not considered a critical facility, or use, and therefore, there is no potential for a significant impact on the environment due to earthquakes.

According to General Plan Exhibit PS-1, Aquifers and Groundwater Surface, the groundwater level at the site is in excess of 100 feet below the surface, and therefore, the site is not subject to liquefaction because of the depth to groundwater level and building design requirements as required by the Uniform Building Code will minimize potential damage due to shaking. Therefore, fault rupture, groundshaking and liquefaction do not constitute the potential for a significant impact on the environment.

3. Slopes

Based on the U.S.G.S. Topographic Map, the slope map submitted for the project, the geotechnical report for the project, and/or a site inspection:

a. Does the project site contain slopes of 10% or greater?	☐	☐	☒	☐
b. Is any significant modification of major landforms proposed?	☐	☐	☒	☐

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c. Is the project in an area of landslide risk, or are landslides present on the project site?	☐	☐	☒	☐
d. Will project grading create slopes, on- or off-site, that could be subject to landslides, mud slides, or erosion?	☐	☐	☒	☐

According to the slope analysis map prepared for this project by CCL Engineering, Inc., approximately 9.33 acres of this site contains hillside slopes ranging from 0-10%, 13.34 acres contain slopes ranging from 10-25%, 8.12 acres contain slopes ranging from 25-50%.

As shown on TTM 060050, Lot 101 consists of a significant portion of the southern part of the property, which contains the most prominent hillsides and contains the majority of slope gradients greater than 25% will be maintained in its natural condition. The residential density proposed for this development meets the standards established in Article 100, Hillside Management of the Zoning Ordinance. The proposed tract map shows that residential development is proposed on those areas that contain slopes of less than 25 percent. This meets the intent of the City's Hillside Management Ordinance to allow orderly and sensitive development in hillside areas in conjunction with the preservation of natural open space on steeper terrain. Therefore, no significant impact to hillside resources is anticipated as a result of this development.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

4. Quarry Zone

Based on a site inspection, the City's General Plan Land Use Map, and/or the Significant Gravel Resource Area Maps of the State Department of Mines and Geology:

a. Would development of the project impede the extraction of significant mineral resource deposits?

☐ ☐ ☐ ☒

The project is not located within an area containing significant mineral resources according to the State of California Division of Mines and Geology map and the General Plan; therefore, this does not constitute the potential for a significant impact on the environment.

B. Air:

Based on the criteria in the South Coast Air Quality Management Handbook for the Preparation of EIRs (1987), the Air Quality Study prepared for the proposed project, the South Coast Air Quality Management Plan, and EIR (1991), and/or the land use proposed:

1. Emissions

a. Will the project result in significant air emissions or deterioration of ambient air quality either from stationary or mobile sources?

☐ ☐ ☒ ☐

b. Could the proposed project produce potentially toxic air emissions?

☐ ☐ ☐ ☒

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c. Will the project potentially result in the creation of objectionable odors?	☐	☐	☐	☒
d. Could the project result in the alteration of air movement, moisture or temperature, or any change in climate either locally or regionally?	☐	☐	☒	☐

The project is planned for development of sixty-six single-family homes. This density is allowed pursuant to the land use designation and has been evaluated in the General Plan EIR with respect to air impacts from build-out of the Planning Area. Development of this project is not expected to produce significant air pollutants from automobile exhaust; however, during construction, dust will be generated by grading activities contributing to airborne particulates. Standard measures for dust control during construction are required by the Department of Public Works which will mitigate the construction impacts on air quality to a level of insignificance.

C. Water:

1. Natural Streams, Springs, and Wetlands

Based on the type of project, the U.S.G.S. Topographics Maps, the exhibits and studies submitted for the project, and/or a site inspection:

a. Does the project site contain a blue-line stream, spring, seep, or wetland?	☐	☐	☐	☒

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b. Will the project include changes in the course or volume of water in a local stream or wetland which require Department of Fish and Game or Army Corps of Engineers permits?	☐	☐	☐	☒
c. Will the project result in the loss of, or changes to, significant stands of riparian vegetation?	☐	☐	☐	☒

A review of the Ritter Ridge USGS quad sheet and an inspection of the site by City Staff revealed that no blueline streams, natural drainages, springs, seeps or wetland areas are located on the site. Therefore, development of this project will not result in significant adverse impact to streams, wetlands, or riparian vegetation.

2. Other Surface Waters

Based on a site inspection, and review of the Map of Aqueduct Facilities (Dept. of Water Resources, East Branch Hydrology Palmdale Area), and/or the General Plan:

If the project is adjacent to or near the California Aqueduct:

a. Could the project result in a significant increase in runoff of storm or nuisance water toward the aqueduct?	☐	☐	☐	☒
b. Will the project be significantly affected by storm or nuisance water runoff flowing through aqueduct culverts or pools?	☐	☐	☒	☐

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

The project site is located north of the California Aqueduct. A Hydrology Study, dated August 11, 2005, prepared for the project by CCL Engineering, Inc., notes that culvert crossings of the California Aqueduct have no outlet tributary to TTM 060050. The site was previously considered an off-site flow under the Rancho Vista drainage study and is designated to drain to basin B-12 to the northeast of the project. Therefore, no significant impact to the aqueduct from surface water flows is anticipated as a result of this project.

Based on a review of the General Plan and/or a site inspection:

c. Is the project located above Lake Palmdale where urban runoff could significantly impact the lake?

☐ ☐ ☐ ☒

d. Is the project located in an inundation area below Lake Palmdale dams, or Littlerock Dam?

☐ ☐ ☐ ☒

The project site is not located above Lake Palmdale and is not located within an inundation area below Lake Palmdale or the Littlerock Dam. Therefore, the project will have no impact on or from these sources.

Based on review of the FIRM Map, the Master Plan of Drainage and/or review by the Department of Public Works/Engineering:

e. Is the site in an area of flood hazard as shown on the FIRM Map, or as identified by the Engineering or Public Works Departments?

☐ ☐ ☐ ☒

f. Will the project result in a significant increase in peak runoff that could increase flood hazard off-site?

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
☐	☐	☐	☒

g. Would development of the project impede the implementation of the City's Master Plan of Drainage or Drainage Management Plan?

☐	☐	☐	☒

A review of the FIRM map indicates that the project is located in Zone X, outside the 500-year flood plain, as indicated on Flood Insurance Rate Map, Community Panel Number 060144 0005 D dated March 30, 1998. Design and construction of the project must conform to the City of Palmdale Municipal Code Title 15, Chapter 15.28, Flood Plain Management. Compliance with these requirements will reduce the potential for flood hazard impacts to a level of insignificance.

The Hydrology Report prepared for this application by CCL Engineering, Inc., dated August 11, 2005, indicates that the site has been divided into two watersheds and that run-off will flow along interior streets towards various on-site catch basins and ultimately carry the run off to the off-site detention basin to the northeast. The design of the storm drains and will be determined by final studies to ensure the project includes sufficient capacity to mitigate off-site drainage. The drainage basin has been reviewed and is installed and operational. Therefore, development of this project will not result in a potential for a significant adverse impact from flooding nor will it impede the implementation of the City's Master Plan of Drainage.

h. Will any aspect of the project result in discharge of materials into surface waters, or in any alteration of surface water quality, including but not limited to, temperature, dissolved oxygen, or turbidity?

☐	☐	☐	☒

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
i. Will the project result in the significant alteration of the direction or rate of flow of groundwater?	☐	☐	☐	☒

Based on a review of the project and the type of land use proposed, there is no indication that there would be any discharge of materials into surface waters that would degrade surface water quality. Significant alteration of the direction or rate of flow of groundwater as a result of this project is not expected because the project site is not located above an aquifer and no groundwater is expected within the depths to be excavated for utility installation or pad compaction. Therefore, development of this project will not result in a significant adverse impact to water quality or groundwater flow.

Based on the type of project, project submittals and exhibits, and/or a site inspection:

j. Could the project result in a change in the quantity or quality of groundwater, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations?	☐	☐	☐	☒
k. Could the project result in a substantial reduction in the amount of water otherwise available for public water supplies?	☐	☐	☐	☒

This project is not expected to significantly affect the amount of water available to the public, or disrupt the quantity of groundwater available. The water purveyor has not indicated that facilities and water supply to serve the project are unavailable. There is no potential for interception of the aquifer by cuts or excavation, based on review of the preliminary

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

grading plan and the depth of the aquifer. Therefore, development of this project will not result in a significant adverse impact to water quality or quantity.

D. Plant Life:

Based on a site inspection, the biological report, and/or the Native Vegetation Preservation Plan submitted for the project:

1. Is there a significant stand of desert vegetation on the site which will be adversely impacted by the project?

☐	☒	☐	☐

2. Will the project result in a reduction of the numbers of any unique, rare, or endangered species of plants?

☐	☐	☒	☐

3. Will the project result in the introduction of invasive, non-native species of plants into an area; or will the project create a barrier to the normal replenishment of existing native plant species?

☐	☐	☒	☐

4. Will the project result in a significant reduction in acreage of native vegetation?

☐	☐	☒	☐

A Biological Resource Assessment was prepared for the site by Callyn D. Yorke, Ph.D and dated September 2003. The study indicates that there are approximately 1,000 Joshua trees and 300 California Juniper located on the site. The site is located within the Significant Ecological Area, but according to the report, is essentially cut off from this area by the California Aqueduct directly south of the project site. To alleviate the

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

impact of this development, the following mitigation measures are required:

1. Prior to issuance of a grading permit, an updated survey of all on-site Joshua trees and California juniper shall be completed by a qualified biologist to determine the extent of project related impacts. A three-year monitoring program shall be implemented in accordance with the biota study.

2. The project developer shall prepare a Native Vegetation Preservation Plan to address impacts to on-site Joshua trees and California junipers. This plan shall comply with all requirements of the City of Palmdale Native Desert Vegetation Preservation Ordinance.

Losses of native vegetation were anticipated in the EIR prepared for the City's General Plan, as a result of urbanization due to build-out in the area. Therefore, based on the previously evaluated loss of vegetation and the additional mitigation measures added to the project, development of this site does not constitute the potential for a significant impact on the environment due to impacts on rare or endangered plant species.

E. Animal Life:

Based on the biology report submitted for the project and/or a site inspection: Will the proposal result in:

1. Will the project result in a significant loss of biological diversity?

☐	☐	☒	☐

2. Will the project result in the reduction of the numbers of any unique, rare, or endangered species of animals?

☐	☐	☒	☐

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
3. Is the project located in a Significant Ecological Area where the introduction of animals associated with urbanization could adversely affect native species; or where the project will result in a barrier to the migration or movement of animals?	☐	☐	☒	☐
4. Will the project cause significant deterioration of, or loss of, existing fish or wildlife habitat?	☐	☐	☒	☐

According to the Biota Report dated September 2003, prepared for the project by Callyn D. Yorke, Ph.D., as previously mentioned, the site is located within the Significant Ecological Area, but according to the report, is essentially cut off from this area by the California Aqueduct directly south of the project site. Numerous tracks of small and medium-sized animals were found suggesting there is "significant movement both along the north side of the aqueduct and to and from the site" along an easement for the aqueduct separated from the site by a barbed wire fence. However, no state or federally listed threatened or endangered species were found on the project site.

The biota study concedes that there is the potential for federally or state listed species on the site and recommended that a ten foot wide 1,200 linear foot zone for Joshua Tree & juniper-community landscaping be maintained at the southern portion of the site to provide habitat and act as a corridor of dispersal for the site. The design of the map designates a significant portion of the southern portion of the site to remain in its natural state. This area will be maintained by a Homeowner's Association (HOA) and the only maintenance allowed will be an annual brush clearance for the site as fire protection. Therefore, based on the design of the project, the impacts associated with converting the site to urban uses will not have a significant impact on animal life.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

F. Noise:

1. If the project is residential or noise sensitive, will it expose people to severe noise levels because it is located:

   a. adjacent to the Freeway? ☐ ☐ ☐ ☒

   b. within 200 feet of the railroad? ☐ ☐ ☐ ☒

   c. adjacent to an existing or future arterial street? ☐ ☐ ☐ ☒

The project site is not located in close proximity to a freeway or an arterial street. Rancho Vista Boulevard is located approximately one-quarter mile northeast of the site and is not anticipated to impact this project. Therefore, noise levels from the freeway or arterial streets are not expected to impact this subdivision.

2. Is the proposed project within the Plant 42 over-flight area, or the 65 CNEL boundary? ☐ ☐ ☐ ☒

The project site is not within the Plant 42 over-flight areas; therefore, noise from aircraft will not result in a significant adverse impact to this development.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

3. Will the project generate a noise level exceeding 65 CNEL at the project boundary after construction that could significantly impact an adjoining land use?

❑ ❑ ❑ ☒

The proposed single family residential use will generate noise at levels consistent with the surrounding neighborhoods and therefore, this item does not constitute the potential for a significant impact on the environment.

G. Light or Glare:

Based on the type of project, and/or project submittals and exhibits:

1. Will the project produce significant new sources of light or glare that would disturb neighboring uses or significantly change the light environment visible from other areas of the City?

❑ ❑ ☒ ❑

The project will result in the introduction of new light from streetlights, cars, and homes. Although some streetlights of the proposed development will be visible from the Valley floor, they do not extend beyond the ridgeline and will be similar to previously approved tentative tract maps in the near vicinity. Any light or glare associated with the proposed development of sixty-six residential lots will not have a significant adverse impact on adjacent properties because surrounding areas include proposed and existing single family uses of the same density and intensity as this project, thus having similar lighting standards and sources. Therefore, light and glare from this project do not constitute the potential for a significant impact to the environment.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

H. Land Use:

1. Will the project result in a substantial alteration of the present or planned land use of an area?

❑ ❑ ❑ ☒

2. Are adjoining or planned land uses greatly different from that of the proposed project so that a potentially substantial interface problem would be created?

❑ ❑ ❑ ☒

3. If the project is located within the Plant 42 AICUZ zone, does it conflict with the joint land use policies established for those zones?

❑ ❑ ❑ ☒

The proposed project will not result in any alteration of planned land uses in the area because the proposed single-family residential use is a permitted use within the R-1-7,000 zone. The adjacent land uses are compatible with the proposed project because they include future single-family residences. Therefore, this does not constitute the potential for a significant impact on the environment due to conflicting interface problems.

I. Natural Resources:

1. Will the project result in a significant increase in the rate of use of any natural resources?

❑ ❑ ❑ ☒

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

2. Will the project result in the substantial depletion of any non-renewable natural resources?

❑ ❑ ❑ ☒

The proposed project will not engage in any direct activities designed to deplete natural resources. The construction of sixty-six single-family homes will require the use of stone, sand, gravel, wood, metals and combinations of these and similar natural materials (resources) in their construction. The harvesting/mining of such resources has been approved through other agencies and the resulting products are available to the applicant for construction of this project. The amount of resources to be used is relatively insignificant. Therefore, development of the project site would not result in adverse impacts to the environment due to a significant depletion of natural resources.

J. Risk of Upset:

1. Will the project result in a risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals, or radiation) in the event of an accident or upset condition?

❑ ❑ ❑ ☒

The project site is not located within a hazardous waste site or an area which might be of risk to explosion or release of hazardous substances. Therefore, development of this project site would not result in a significant adverse impact to the environment from explosion or release of hazardous substances.

2. Will the project result in possible interference with any emergency response plan or emergency evacuation plan?

❑ ❑ ❑ ☒

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

The General Plan Safety Element Exhibit S-1 identifies an emergency evacuation route located on Rancho Vista Boulevard (0.25 miles to the northeast). It is not anticipated that the project would result in interference with any emergency response or evacuation plan. Therefore, the development of the residential subdivision proposed for this land division does not have the potential to interfere with any emergency response plan or emergency evacuation plan. Further, the subdivision provides two ingress and egress points which will be beneficial to homeowners in an emergency.

3. Is the site included on any known State Hazardous Waste Site list?

☐ ☐ ☐ ☒

Review by Planning staff of the State of California Hazardous Waste and Substances Sites List did not identify the project area as a known hazardous waste site. Also, the property owner has submitted a signed certification, pursuant to Section 65962.5(e) of State Government Regulations, that, to the best of his knowledge, the site is not identified on this list and that it contains no hazardous wastes. Therefore, hazardous wastes do not present the potential to result in significant adverse impacts to the environment.

4. Is the project within or adjacent to a high fire hazard area as shown in the General Plan, identified by the Los Angeles County Fire Department or based on a site inspection?

☐ ☐ ☐ ☒

The project site is not located within the wildfire hazard zone, based on a review of the General Plan Safety Element, Exhibit S-16. The existing California aqueduct to the south acts as a buffer between the wildfire hazard zone and the project site. Therefore, this does not constitute the potential for a significant impact to the environment.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

K. Population:

Based on the type of project:

1. Will the project significantly alter the location, distribution, density, or growth rate of the human population of an area?

❑ ❑ ❑ ❑

The project will result in an increase in density and population in the City of Palmdale by approximately 235 residents based on figures released by the California Department of Finance on January 1, 2006, which estimates the persons per household in Palmdale as 3.559. This growth has been anticipated and is consistent with the General Plan Housing Element's goals and objectives. Therefore, development of the project site would not result in a significant impact to the populations.

L. Housing:

Based on the type of project?

1. Will the project create a significant demand for additional housing?

❑ ❑ ❑ ☒

2. Will the project result in displacement of people from existing housing on the site?

❑ ❑ ❑ ☒

The construction of this project may include a temporary demand for housing for construction workers; however, due to the size of the project, it is not expected that a significant demand for additional housing will be generated in order to construct this subdivision. The site is currently vacant and no people will be displaced by the implementation of this

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

project. Therefore, the land subdivision and development of the project site would not result in significant adverse impacts to the housing supply.

M. Transportation/Circulation:

Based on review of the type of project, project exhibits, a site inspection, and/or review of the Institute of Transportation Engineers, Trip Generation or the applicant's traffic study:

1. What is the estimated number of average daily vehicle trips, and a.m. and p.m. peak hour trips, generated by the proposed project?

709 ADT: 58 a.m. peak, 77 p.m. peak

2. Will the traffic generated by this project cause a reduction of Level of Service at an intersection or on a street segment?

☐	☐	☐	☒

The project has been reviewed by the City Traffic Engineer and the Los Angeles County Fire Department and it has been determined that the project has been designed with adequate access and accommodation for safe vehicular flow in the area. Therefore, circulation issues do not constitute the potential for a significant impact to the environment.

3. Does circulation within the project prevent the safe and orderly flow of people and vehicles, including emergency vehicles?

☐	☐	☒	☐

The project has been reviewed by the City Traffic Engineer and the Los Angeles County Fire Department and it has been determined that the project has been designed with adequate access and accommodation for safe vehicular flow in the area. Therefore, circulation issues do not constitute the potential for a significant impact to the environment.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
4. Will the project create or experience access problems as designed, or create any obstruction to the safe flow of traffic?	☐	☐	☐	☒

Refer to the response for M-2 and M-3 above.

5. Could the project result in a significant alteration to rail or air traffic?	☐	☐	☐	☒

The project is a residential subdivision and will have no direct impact to either rail or air traffic. Therefore, this does not represent the potential for a significant environmental impact to rail or air traffic.

6. Will the project create a significant shortage of parking?	☐	☐	☐	☒

Development plans for this project will be required to meet or exceed the standards of the City's General Plan Community Design Element and Zoning Ordinance requirements for single-family residences. Therefore, development of this project will not represent the potential for a significant impact to the environment due to shortage of parking.

N. Public Services:

1. Fire Protection

What is the roadway distance and location of the nearest fire station: Station #24 is located at 1050 W. Rancho Vista Boulevard, approximately two miles east of the project site. A new fire station is planned at Town Center Drive and Bolz Ranch Road (Fire Station No. 136), which will be approximately one mile north of the project side when constructed.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Will the project result in a need for significant additional fire protection services?	☐	☐	☒	☐

Fire protection services for Palmdale are provided by the Los Angeles County Fire Department. The Los Angeles County Fire Department reviewed the proposed project and has not indicated that it will adversely impact staffing and equipment to service the City of Palmdale. The City has adopted a Fire Facilities Impact Fee and payment of this fee will partially mitigate impacts to existing fire facilities from the proposed development. In addition, the applicant will be required to install public hydrants, as required by the Fire Department, necessary to protect the proposed development. Therefore, this does not constitute the potential for a significant impact to the environment due to lack of fire protection services.

2. Police Protection

Are there any aspects of the project that would create a significant impact to police protection?	☐	☐	☒	☐

The project area is within the existing boundaries of the City in which contract services are provided by the Los Angeles County Sheriff's Department. Law enforcement services are partially funded through property and sales taxes, which will be generated by the proposed development. The City reviews this contract annually and will increase services if needed. Therefore, this does not constitute the potential for a significant impact to the environment.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

3. Schools

a. In what elementary and high school attendance area is the project?

Westside Union School District/ Antelope Valley Union High School District

b. Approximately how many students will the project generate?

The Westside Union School District estimates that this project will generate 26 students (.3936 students per household) in grades K-5 and 15 students (.2347 students per household) in grades 6-8. The Antelope Valley Union High School District estimates 22 students (0.339 students per household) will be generated as a result of this project. The total number of students generated by this project is estimated to be 63.

c. Would the students generated by the project significantly contribute to the affected schools exceeding their designed capacity?

☐	☒	☐	☐

All schools within the Westside Union School District and the Antelope Valley Union High School District are currently overcrowded, according to each District. In accordance with State law, the applicant will be required to pay school impact fees to mitigate impacts relating to schools. After payment of school impact fees, implementation of the proposed project does not have the potential to create significant environmental impacts to schools.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

4. Parks and Recreation

Will the proposed project result in an impact on the quality or quantity of existing parks or recreational facilities, including trails or bicycle paths?

☐ ☐ ☒ ☐

This project has the potential to increase the population of the City by approximately 235 persons. These people will create an increase in demand for park services. Growth and the subsequent increase in demands for park services has been anticipated and planned for by the City. The project will be required to comply with Chapter 3.34 of the Municipal Code and provide land or in lieu of fees to mitigate impacts to parks and recreation facilities as stated in the Conditions of Approval. Therefore, development of this project will not have the potential to create significant impacts to parks and recreation.

5. Public Facilities

Will the proposed project have a significant impact on maintenance of public facilities, including roads, drainage facilities, slopes, open space and trails?

☐ ☐ ☐ ☒

The project will install a detention basin for the project. This area will be maintained by a Landscape Maintenance Assessment District after the project has met the City Engineering standards. Slopes within the rear yards of proposed lots will be maintained by a homeowner's association formed for the project. Maintenance to all other public facilities, such as roads and drainage facilities, has been evaluated in the General Plan EIR. Therefore, there is not the potential for a significant impact on maintenance of public facilities.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

6. Library Services

Will the project result in a significant impact to library services due to increased population?

❑ ❑ ❑ ☒

At build-out, the project will increase the population of the City by approximately 235 persons. These people will create an increase in demand for library services, which are provided by the Palmdale City Library. Growth and the subsequent increase in demand for library services has been anticipated and planned for by the City. Property tax revenue, user fees and City general funds will be designated by the City to maintain and expand facilities to accommodate such growth. Therefore, construction of this project will not have a significant impact on library services.

7. Other Governmental Services

Will the project have a significant impact on a government service or agency not listed above?

❑ ❑ ☒ ❑

The planned increase in population of 235 and sixty-six houses will have an incremental increase on government services such as planning, building and safety, code enforcement and holding elections. However, these impacts have been anticipated by the City and necessary adjustments will be made from the increased tax base generated by growth. Therefore, construction of this project will not have a significant impact on other governmental services.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

O. Energy:

1. Will the project result in the use of substantial amounts of fuel or energy?

❑ ❑ ❑ ☒

2. Will the project result in a substantial increase in demands upon existing sources of energy, or require the development of new sources of energy?

❑ ❑ ☒ ❑

The proposed project would result in the construction of sixty-six single-family homes. The occupancy of these units would result in the use of fuel and energy. However, these new units will be constructed under Title 24 energy requirements and are not considered significant. Therefore, construction of this project will not create significant impacts to energy resources.

P. Utilities:

Will the proposal result in a need for new systems, or substantial alterations to the following utilities:

1. Power or natural gas?

❑ ❑ ❑ ☒

2. Communications systems?

❑ ❑ ❑ ☒

3. Water?

❑ ❑ ❑ ☒

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
4. Sanitary sewer?	☐	☐	☐	☒
5. Solid waste disposal?	☐	☐	☐	☒

The proposed project will require extension of and construction within the site of all necessary utilities. Extension of services to all areas of the City has been evaluated in the EIR for the City's General Plan and the applicable utility providers have not indicated that they will not or cannot serve the proposed subdivision. Therefore, construction of the proposed project will not create significant impacts to the utilities.

Q. Human Health:

Based on the type of project:

1. Will the project create any health hazard or potential health hazard (excluding mental health)?	☐	☐	☐	☒
2. Will the project result in the exposure of people to potential health hazards?	☐	☐	☐	☒

No aspects of the proposed project have been identified which have the potential to create any health hazards. Therefore, implementation of this project does not represent a significant impact to human health.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

R. Aesthetics:

1. Will the proposal result in the obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view?

❑ ❑ ❑ ☒

The project will not result in the obstruction of a scenic view nor will it create a visually offensive site. Therefore, development of this project does not represent a significant impact to the environment.

S. Cultural Resources:

1. Will the proposal result in the alteration or destruction of a prehistoric or historic archaeological site, or historic structure(s)?

❑ ❑ ❑ ☒

Site inspection performed by: Richard Norwood (MA, Anthopology)

2. Will the proposal result in potential adverse impacts on paleontological resources?

❑ ❑ ❑ ☒

RT Factfinders prepared a Phase 1 Cultural Resource Investigation for the project dated July 21, 1990 and updated this study in August 2004. As a result of the investigation, no prehistoric period sites were identified on the property.

The project site is vacant and the General Plan Environmental Resources Element Exhibit ER-7 identifies the area as having a moderately high potential as an archaeological site. Environmental Resource Element Exhibit ER-8 identifies the site as having an undetermined potential for

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

paleontological resources. No evidence of archaeological or paleontological resources was discovered during development of adjacent sites. In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, however, all grading or excavation is required to cease in the immediate area, and the find left untouched until a qualified professional archeologist and/or paleontologist, whichever is appropriate, is contacted and called to evaluate the find and make recommendation as to disposition, mitigation and/or salvage. Therefore, construction of this project does not present the potential for adverse impacts on paleontological and archaeological resources.

T. Public Controversy:

1. Is the project or action environmentally controversial in nature or can it reasonably be expected to become controversial upon disclosure to the public?

☐	☐	☐	☒

There are no aspects of this project which are expected to be environmentally controversial upon disclosure to the public, therefore, this does not constitute the potential for a significant impact on the environment.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

VII. MANDATORY FINDINGS OF SIGNIFICANCE

A. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

☐ ☐ ☒ ☐

The proposal to subdivide 30.68 acres into sixty-six lots, including one detention basin lot, located within a R-1-7000 zone does not have the potential to degrade the environment because the project site is located within an urbanized area that has previously been disturbed by human encroachment. The project site does not have any historical structure or resources from California history or pre-history, and therefore, there is no potential impact to California history or pre-history. Therefore, this does not constitute the potential for a significant impact on the environment

B. Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.)

☐ ☐ ☐ ☒

The project does not have any limited impacts that would be cumulatively considerable. None of the impacts identified would individually or in combination result in significant adverse environmental impacts. The site is designated on the City's General Plan Land Use Map for single-family residential development. Cumulative impacts associated with development city-wide were addressed in the Final EIR for the General Plan.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
C. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

There are no aspects of the proposal to subdivide 30.63 acres into sixty-six lots on a site zoned R-1-7,000 (Single Family Residential) that will have a substantial adverse effect on human beings directly or indirectly after compliance with standard conditions requiring compliance with all City, County and State codes applicable to the project. Therefore, there is no substantial adverse effect on human beings.

MITIGATION MONITORING PROGRAM AND COMPLIANCE RECORD

CASE NO.: Tentative Tract Map 060050

INITIAL STUDY PREPARED BY: Amy Brislen

DATE: September 21, 2006

APPLICANT: Mr. Robert Yu

MITIGATION MEASURE	DEPARTMENT	ACTION(S) REQUIRED	REQUIRE TIME OF COMPLIANCE	ACTION TAKEN	VERIFIED BY/DEPT.	DATE	FURTHER ACTION NEEDED
1.	Planning & Engineering	Prior to issuance of a grading permit, an updated survey of all on-site Joshua trees and California juniper shall be completed by a qualified biologist to determine the extent of project related impacts. A three-year monitoring program shall be implemented in accordance with the biota study.	Prior to issuance of grading permits				
2.	Planning	The project developer shall prepare a Native Desert Vegetation Preservation Plan to address impacts to on-site Joshua trees and California junipers. This plan shall comply with all requirements of the City of Palmdale Native Desert Vegetation Preservation Ordinance.	Prior to issuance of grading permits				

City Council Staff Report

DATE: **JANUARY 22, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **1**

SUBJECT: **ADOPT ORDINANCE NO. 1648, APPROVING ANTELOPE VALLEY COMMERCE CENTER SPECIFIC PLAN 22-001 AND ZONE CHANGE 22-001 AND ADOPT RESOLUTION NO. CC 2025-002, APPROVING GENERAL PLAN AMENDMENT 22-001, TENTATIVE PARCEL MAP 83738, SITE PLAN REVIEW 22-008, AND A FORM OF DEVELOPMENT AGREEMENT 22-001, CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2022090009), AND ADOPTION OF THE MITIGATION MONITORING AND REPORTING PROGRAM AND STATEMENT OF OVERRIDING CONSIDERATIONS**

RECOMMENDATION

Staff recommends that the City Council:

1. Receive public testimony regarding proposed Ordinance No. 1648 and Resolution No. CC 2025-002;

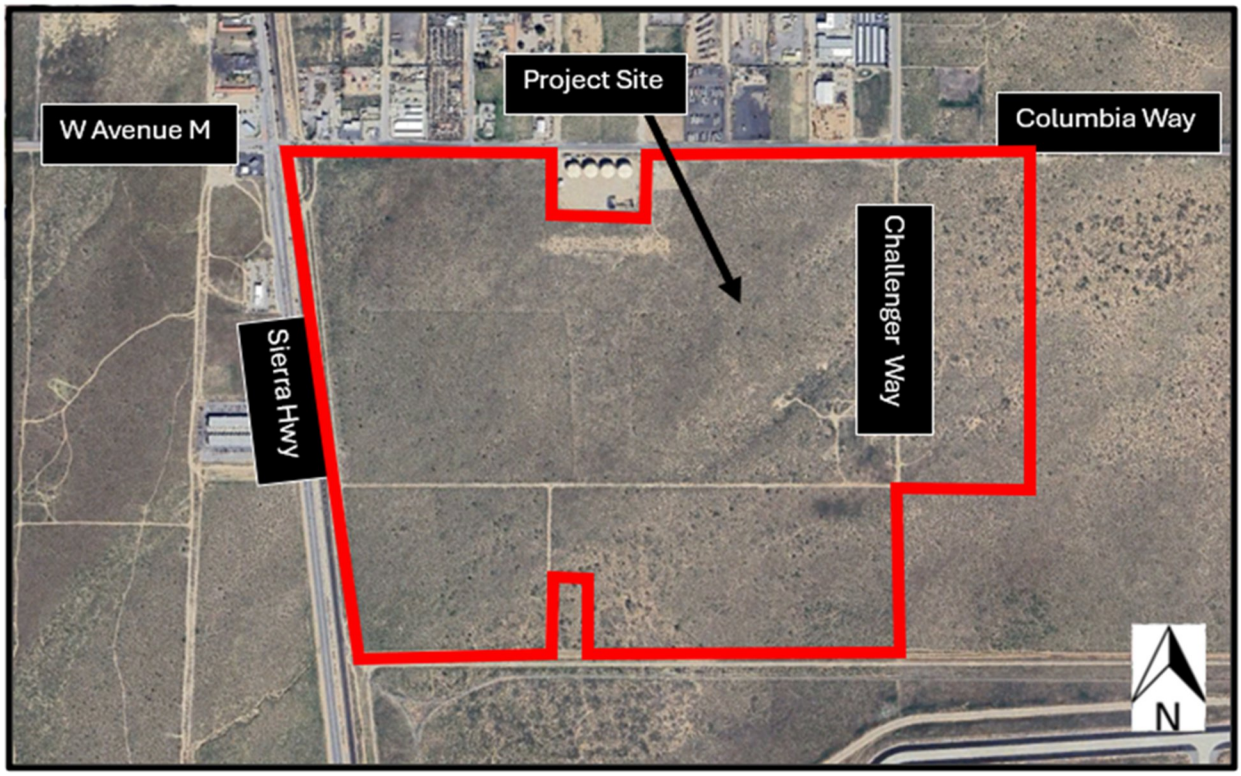
2. Adopt Ordinance No. 1648 and Resolution No. CC 2025-002 approving General Plan Amendment (GPA) 22-001, Zone Change (ZC) 22-001, Specific Plan (SPL) 22-001, Tentative Parcel Map (TPM) 83738, Site Plan Review (SPR) 22-008 and a form of Development Agreement (DA) 22-001, collectively referred to as the Antelope Valley Commerce Center (AVCC); and,

3. Certify the Environmental Impact Report (EIR) (State Clearinghouse No. 2022090009) and adopt the Mitigation Monitoring and Reporting Program (MMRP) and Statement of Overriding Considerations prepared for the project.

BACKGROUND

The project encompasses a site totaling 432.9 acres on four undeveloped parcels (APNs: 3126-022-926, 3126-022-927, 3126-022-928, and 3126-22-929). The project site is located south of Columbia Way/East Avenue M and bounded on the west by the Union Pacific railroad tracks adjacent to Sierra Highway. An unpaved portion of Challenger Way runs north-south through the eastern portion of the site, and graded dirt roads run around the perimeter of the site.

FIGURE 1 - AERIAL MAP



The project proposes to subdivide the 432.9-acre site into 19 lots for a phased development of a master-planned commerce center containing industrial, commercial, and open space, with all required on-site and off-site improvements and infrastructure. The specific plan would allow for a maximum of 8,302,536 square feet of building footprint, to be comprised of 8,241,552 square feet of industrial and 60,984 square feet of commercial uses. Associated improvements to the project site would include but are not limited to, paved roads, paved parking areas, drive aisles, truck courts, utility infrastructure, landscaping, water quality basins, signage, lighting, property walls, gates, and fencing.

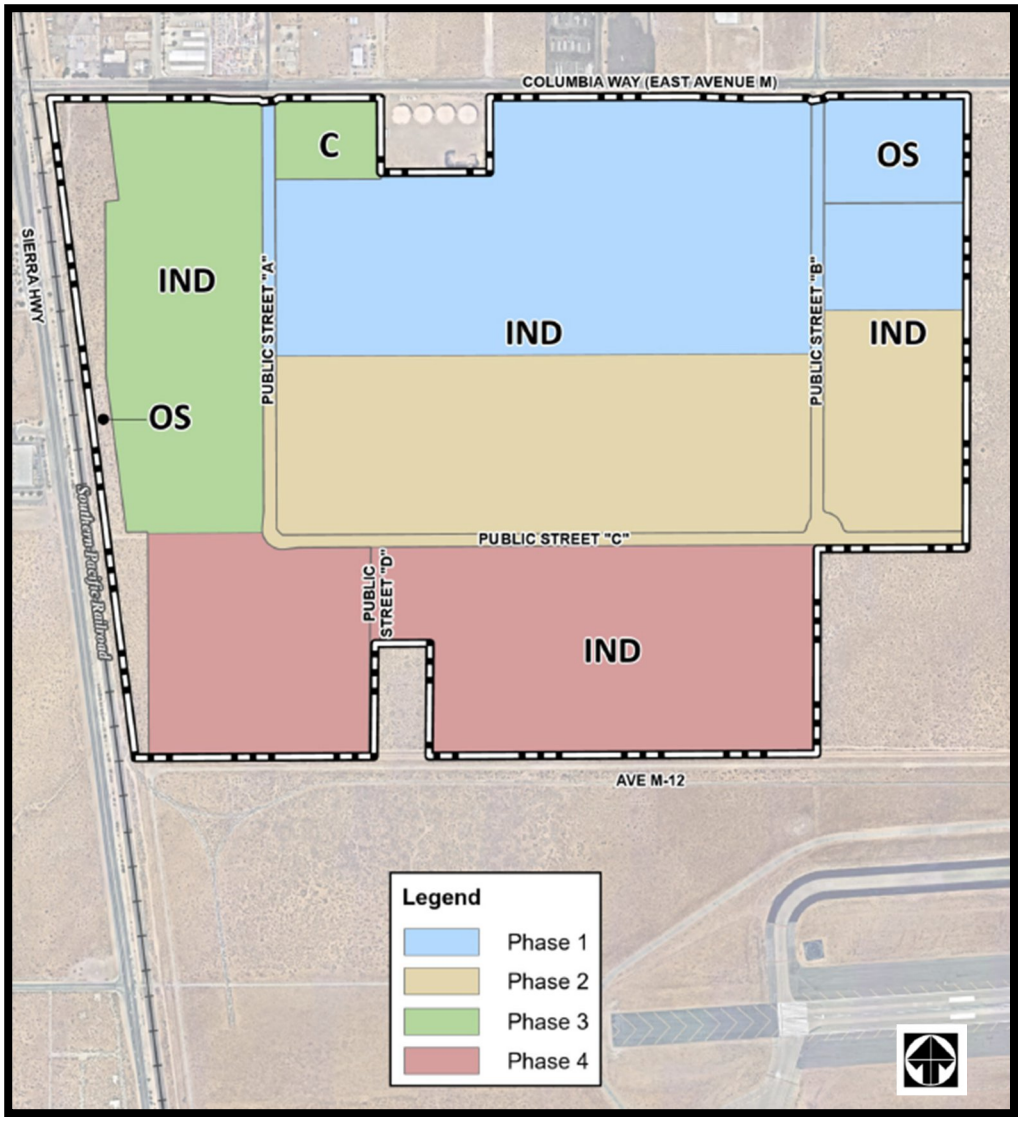
The following entitlements are required for the proposed project:

- **GPA 22-001:** to change the land use designation of the site from Employment Flex (EMPFX) to Specific Plan (SP);
- **ZC 22-001:** to change the zoning of the site from Office Flex (OFX) to Specific Plan (SP);

- **SPL 22-001:** a Specific Plan document that sets forth standards and guidance for the development and phasing of industrial, commercial, and open space uses with supporting infrastructure on the Project site;
- **TPM 83738:** to subdivide the Project site into 19 lots to facilitate buildout of the site;
- **SPR 22-008:** to entitle development within Phase 1 of the site as described below; and,
- **DA 22-001:** which contains specific terms and agreements between the City and the Project Applicant pertaining to the implementation of the Project.

Buildout of the project is proposed in four phases as shown below:

FIGURE 2 - PHASING MAP



The entitlements for Phase 1 are proposed in conjunction with this request and include construction of six industrial buildings totaling 2,373,226 square feet, along with associated improvements necessary to support the development of this portion of the site.

ANALYSIS

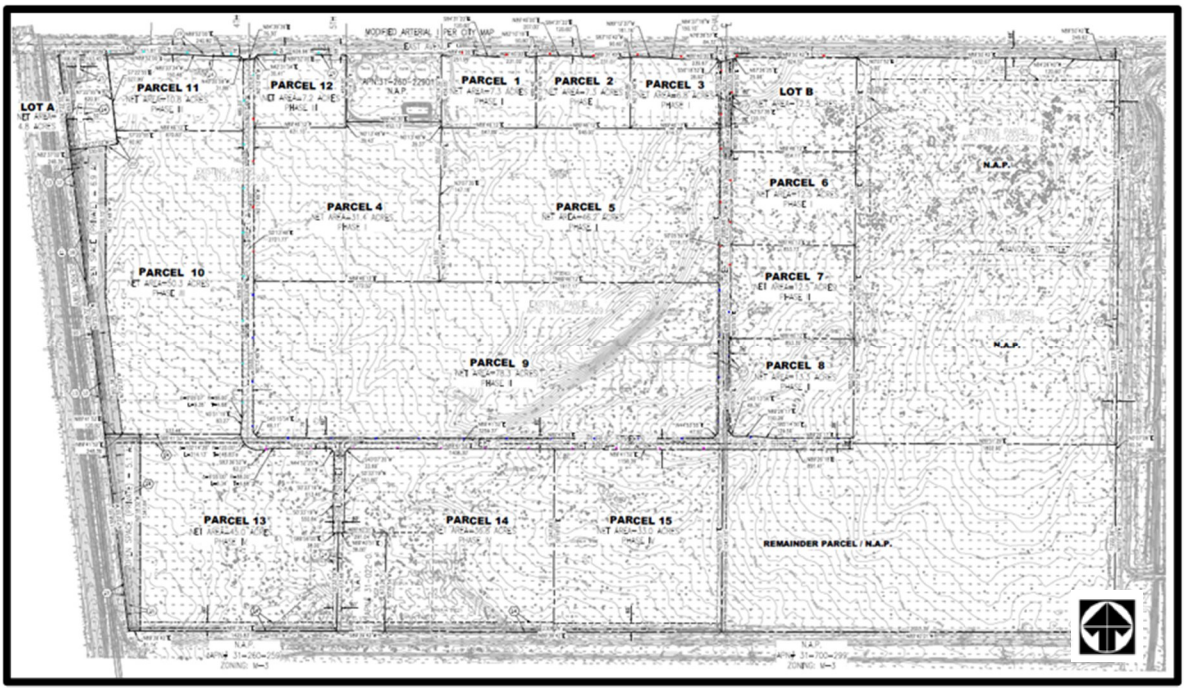
TABLE 1 - GENERAL PLAN CONSISTENCY

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use & Community Design	LUD-17: Facilitation of industrial areas that support and buffer Plant 42 while maintaining compatibility with adjacent non-industrial uses.	Yes	The project is located northwest of Plant 42 and will serve as a buffer from the Plant and other uses by providing a mix of light industrial and commercial uses.
	LUD-18: Attraction and stimulation of new employment uses through flexible land use regulations and supportive policies/actions.	Yes	The proposed Specific Plan establishes a mix of flexible land uses that will provide employment and commercial services to residents and provides for appropriate use regulations and supportive policies.
Circulation and Mobility	CM-1.1: Design and maintain the public right-of-way through a complete streets approach that facilitates safe, comfortable, and efficient travel for all roadway users.	Yes	The proposed project meets the Engineering Department standards for adequate roadway widths and pedestrian paths-of-travel to accommodate safe, comfortable, and efficient travel for all roadway users.

*Justification is based on a review by the case planner of the plans date stamped ‘Received July 29, 2024’ and ‘Received August 12, 2024’.

Tentative Parcel Map

FIGURE 3 - TENTATIVE MAP



As discussed above, TPM 83738 proposes to subdivide the 432.9-acre site into 19 lots to facilitate reasonable development of the site. The TPM will provide the groundwork for widening of Columbia Way/East Avenue M and installation of interior streets, utilities and other improvements necessary to accommodate development. In addition, as demonstrated in the table below, all proposed lots meet the minimum standards specified within the proposed Specific Plan.

Access/Circulation

Access to the Project site is proposed from two new signalized intersections on Columbia Way/East Avenue M at 4th Street East and Challenger Way. Internal circulation is a looped public street with internal access driveways to each parcel. Pedestrian and bicycle access will be provided across the project frontage along Columbia Way/East Avenue M and throughout the site.

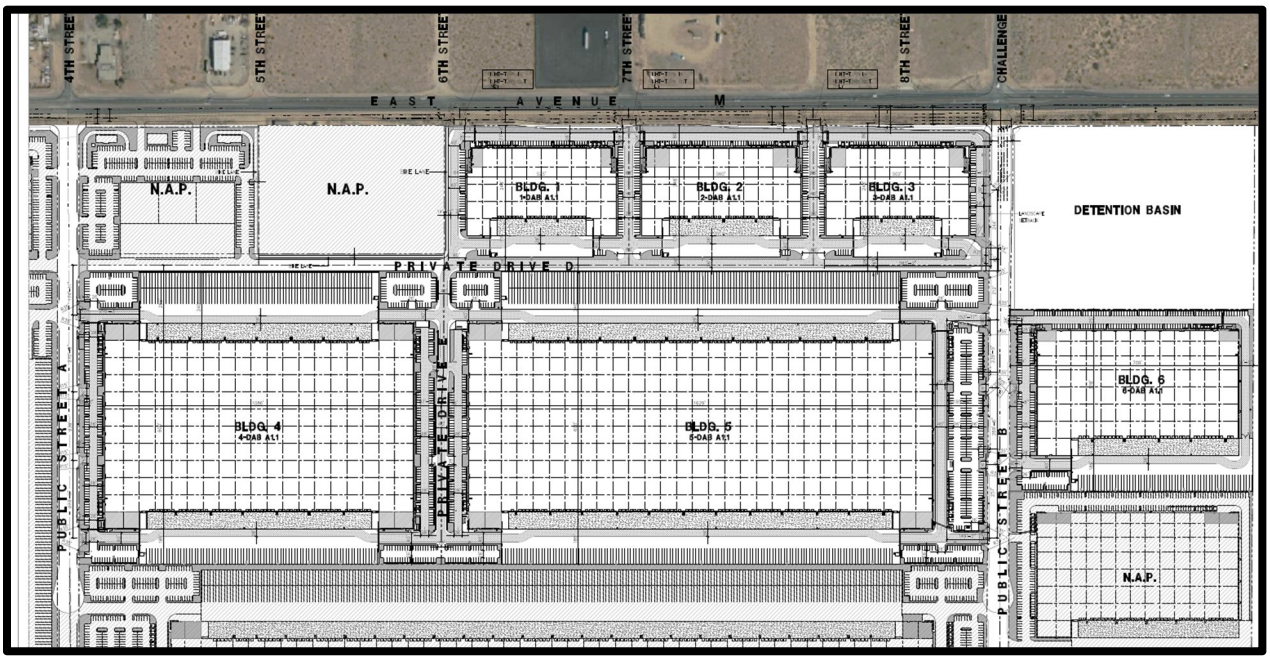
TABLE 2 - AVCC SP CONSISTENCY

	Standard	Standard Met?	Justification*
Lot Size	Minimum: 20,000 square feet	Yes	Phase 1 of the proposed project consists of six parcels for industrial buildings. The parcels range in size from 291,852 square feet to 2,012,472 square feet.
Maximum Building Height	Maximum: 75 feet	Yes	The six industrial buildings proposed for Phase 1 will range from 40 to 65 feet in height.
Minimum Landscape Coverage (buildings fronting Columbia Way/East Avenue M)	10 percent (Landscaping shall include plantings including shrubs, groundcovers, and vines and may include walkways, trellises, fencing, walls, and related amenities)	Yes	The percent of landscaping proposed for the three buildings that will front Columbia Way/East Avenue M range from 10.3 percent to 11.8 percent.
Parking Lot Landscaping	15 percent	Yes	Each of the parking areas for the six proposed buildings within Phase 1 development provides minimum parking lot landscaping of 15 percent
Minimum Setback along Columbia Way/East Avenue M	20 feet, minimum 10 feet of landscaping	Yes	All three buildings that will front Columbia Way/East Avenue M are set back a minimum of 70 feet with more than 20 feet of landscaping.
Minimum Setback Local & Collector Streets	10 feet, minimum six feet of landscaping	Yes	The buildings fronting the collector and local streets through the project area are all setback a minimum of 50 feet with a minimum of 6 feet of landscaping.

*Justification is based on a review by the case planner of the plans date stamped ‘Received July 29, 2024’, and ‘Received August 12, 2024’.

Site Plan

FIGURE 4 - PHASE I SITE PLAN



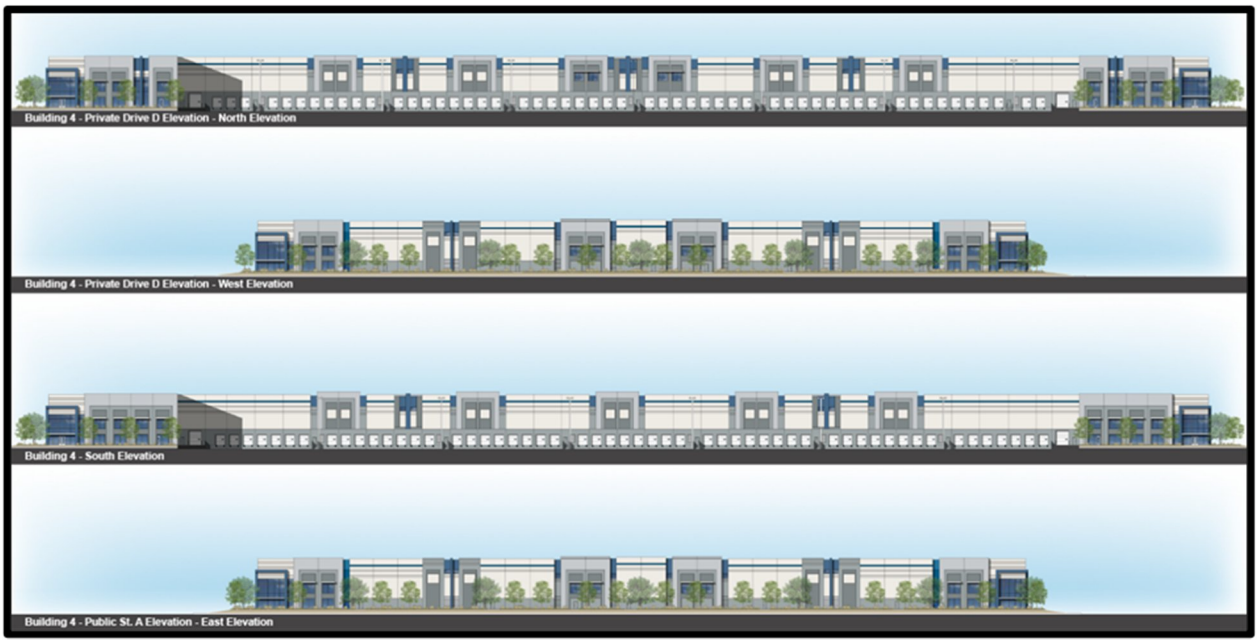
Building Elevations

The proposed materials and colors comply with the proposed Specific Plan and ensure a cohesive design as development occurs over time. In addition, the building elevations use a variety of colors and textures that will provide visual interest and accentuate building entrances as demonstrated below.

FIGURE 5 - PROPOSED ARCHITECTURAL ELEVATIONS



FIGURE 6 - PROPOSED ARCHITECTURAL ELEVATIONS



ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), an Environmental Impact Report has been prepared and circulated to evaluate the potential environmental impacts associated with planning, constructing, and operating the proposed Project. The City determined that the proposed Project would result in no impacts or less than significant impacts to the following environmental topics: Agriculture and Forestry Resources; Mineral Resources; Population and Housing; and Recreation. Mitigation measures for Aesthetics, Biological Resources, Cultural Resources, Energy, Geology/Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Public Services, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire were included to reduce impacts to a less than significant level. A Statement of Overriding Considerations was prepared for project specific impacts found to be significant and unavoidable in the areas of Air Quality, Green House Gas Emissions, and Transportation, and mitigation measures were included to reduce these impacts to the greatest possible extent.

FISCAL IMPACT

$13,300,523.30; $12,930,263.28 for the purchase of the Phase 1 property from the City and $370,260 for reimbursement of City costs associated with processing of the entitlements for the project.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Megan Taggart, Interim Director of Economic and Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Ord. No. 1648
Reso. No. CC 2025-002
AVCC Draft Development Agreement (DA)
TPM 83738
TPM 83738 Phasing Plan
Phase 1 Plans

CITY OF PALMDALE, A CHARTER CITY,
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1648

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, APPROVING SPECIFIC PLAN 22-001 AND ZONE CHANGE 22-001, A REQUEST TO CHANGE THE ZONING DESIGNATION OF A 432.9-ACRE SITE FROM OFFICE FLEX (OFX) TO SPECIFIC PLAN (SPL) TO FACILITATE THE ESTABLISHMENT AND DEVELOPMENT OF A MASTER-PLANNED COMMERCE CENTER REFERRED TO AS THE ANTELOPE VALLEY COMMERCE CENTER AND FINDING THAT THE PROJECT IS CONSISTENT WITH THE ENVIRONMENTAL IMPACT REPORT PREPARED AND CERTIFIED FOR THE PROJECT (STATE CLEARINGHOUSE NO. 2022090009)(APNS: 3126-022-926 THROUGH -929)

A. INTENT OF THE CITY COUNCIL:

1. AVCC Master, LLC has filed an application that applies to the City, requesting approval of Specific Plan (SPL) 22-001 and Zone Change (ZC) 22-001, collectively referred to as the Antelope Valley Commerce Center, for the subdivision of a 432.9-acre site into 19 lots to accommodate phased development of a master-planned commerce center (hereinafter referred to as "Application"); and,

2. The Application applies to four parcels totaling 432.9 acres located south of Columbia Way/East Avenue M and east of the Union Pacific Railroad tracks adjacent to Sierra Highway indicated on the Los Angeles Assessor Roll as Assessor Parcel Numbers 3126-022-926, 3126-022-927, 3126-022-928, and 3126-022-929, as legally described in Exhibit A hereto and shown on the map attached as Exhibit B; and,

3. On December 12, 2024, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2024-027 recommending City Council approval of the Application; and,

3. On January 22, 2025, the City Council of the City of Palmdale conducted a duly noticed public hearing. All legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

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

SECTION 2. The City Council hereby finds as follows with respect to the environmental document:

A. Pursuant to the California Environmental Quality Act (CEQA), an Environmental Impact Report has been prepared and circulated to evaluate the potential environmental impacts associated with planning, constructing, and operating the proposed Project. The City determined that the proposed Project would result in no impacts or less than significant impacts to the following environmental topics: Agriculture and Forestry Resources; Mineral Resources; Population and Housing; and Recreation. Mitigation measures for Aesthetics, Biological Resources, Cultural Resources, Energy, Geology/Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Public Services, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire were included to reduce impacts to a less than significant level. A Statement of Overriding Considerations was prepared for project-specific impacts found to be significant and unavoidable in the areas of Air Quality, Greenhouse Gas Emissions, and Transportation, and mitigation measures were included to reduce these impacts to the greatest possible extent.

B. The custodian of records for the environmental document, and all other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200. In addition, the Final EIR is available at: https://www.cityofpalmdaleca.gov/277/Environmental-Documents.

SECTION 3. Based upon substantial evidence presented to the City Council during the above-referenced January 22, 2025, public hearing, including public testimony, and written and oral staff report, this Council specifically finds as follows:

A The distribution, location, and extent of land uses, including open space, as depicted in the Specific Plan is consistent with the General Plan. (SP)

B The proposed zone change is consistent with the goals, policies, and objectives of the General Plan. (ZC)

The Application includes approval of a Specific Plan as provided within Exhibit F for the comprehensive and cohesive buildout of the project site,

which requires concurrent approval a Zone Change. The General Plan Consistency table provided in Exhibit C includes specific goals and policies that are implemented by this Application. Proposed land uses are primarily industrial, with smaller areas of commercial and open space, which are generally consistent with the intended uses within the existing General Plan land use designation of Employment Flex (EMPFX). The proposed Open Space designation within the proposed Specific Plan will be utilized primarily for drainage and for the preservation of the western Joshua Tree, consistent with several policies of the General Plan.

The proposed Zone Change as outlined within Exhibits D and E to Specific Plan also allows flexibility from existing development standards for the Application in a manner that is beneficial and reasonable for the site and surrounding area. Approval of the Zone Change to Specific Plan will ensure that the new designation is consistent with the proposed Specific Plan General Plan land use designation.

C The Specific Plan provides for adequate public infrastructure and services needed to support the land uses described in the plan. (SP)

Chapter 4 – Infrastructure Plan of the Specific Plan has provided maps, plans, and provisions for infrastructure through upgrades and connections to existing infrastructure whenever feasible and installation of the new infrastructure to support build-out of the site. As phases of the project develop over time, each portion of the project will also be required to pay development impact fees to help off-set the cost of providing public services.

D The standards and development criteria will ensure that development proceeds in an orderly fashion and maintains a high level of quality. (SP)

Chapter 5 – Development Regulations, Chapter 6 – Design Guidelines, and Chapter 7 – Implementation Plan of the Specific Plan provide extensive standards, design criteria and regulatory procedures for the orderly, phased development of the Specific Plan area.

E The Specific Plan contains implementation measures to ensure that development is supported by adequate infrastructure as development occurs. (SP)

Chapter 4 – Infrastructure Plan and Chapter 7 – Implementation Plan of the Specific Plan contain appropriate implementation measures to provide adequate infrastructure for all phases of development. In addition, upgrades and connections to existing infrastructure necessary to support each phase of development and installation of the new infrastructure to

support build-out of the site are proposed with each development phase. As phases of the project develop over time, each portion of the project will also be required to pay development impact fees to help off-set the cost of providing public services.

F The site is suitable for the type and intensity of development proposed. (SP)

With the implementation of the Development Regulations and Design Guidelines specified within the Specific Plan, which have been drafted for consistency with the General Plan, and the mitigation measures included in the project EIR to reduce potential impacts to the greatest extent possible, the Specific Plan area is suitable for the density and intensity of the proposed development. Additionally, each phase of the Specific Plan and any modifications to the plan will be reviewed separately for consistency with all applicable regulations.

G The flexibility in development standards afforded by the Specific Plan process has resulted in a project providing a superior design and greater amenities than would occur pursuant to more traditional zoning practices, and the project provides clear and substantial benefit to the City. (SP)

Much of the proposed development will be constructed along interior streets that will not be visible or frequently accessed by the general public. Development standards within the Specific Plan have been relaxed to provide a more cohesive design for the overall project site and provide more open space to be utilized for drainage and Joshua tree preservation, while internalizing project traffic away from the adjacent transportation corridors.

H The proposed Zone Change will not have a substantial adverse effect on surrounding properties or the community in general. (ZC)

The Specific Plan area is located in the United States Air Force Plant 42 Influence Area and within close proximity to major commercial corridors. Therefore, both the zoning and the Specific Plan have carefully considered the proposed use of the site. As such, while uses within the Specific Plan slightly differ than those envisioned by the General Plan of the current zone, the uses are primarily industrial (which is consistent with the existing designations of the site) in nature and are intended to complement and augment uses in the surrounding area. In addition, the Specific Plan provides for reasonable build-out of the site over time in a manner that is consistent with the General Plan. Furthermore, the project will provide considerable employment opportunities for residents and tax revenue for the City.

The Specific Plan also provides buffers from adjacent properties in the form of open space, landscaping and the installation of infrastructure, such as pedestrian and bicycle access, which further ensure that the development will augment and not have a substantial adverse effect on the surrounding properties.

SECTION 4. Based on the findings and conclusions outlined in paragraphs 1, 2 and 3, the City Council approves SPL 22-001 and ZC 22-001 and finds that the project is consistent with the Environmental Impact Report prepared in conjunction with the project (State Clearinghouse No. 2022090009).

SECTION 5. 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, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 6. All legal prerequisites and pre-conditions to introducing, enacting, and adopting this Ordinance have occurred as required by law and policy.

SECTION 7. The City Clerk shall certify the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this 22nd day of January, 2025.

_____
Richard J. Loa, Mayor

Approve as to form:

_____
William P. Curley, III
City Attorney

Attest:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City 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 22nd day of January, 2025, effective on the 21st day of February, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR
SPL 22-001 AND ZC 22-001

THE LAND REFFERED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 070999, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 380, PAGES 77 THROUGH 79 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BENEATH A PLANE THAT IS 100 FEET BELOW THE SURFACE OF SAID LAND (TO THE EXTENT PROVIDED BY THE DOCUMENTS OF RECORD SET FORTH BELOW), BUT WITHOUT THE RIGHT OF SURFACE ENTRY (TO THE EXTENT PROVIDED BY THE DOCUMENTS OF RECORD SET FORTH BELOW), AS RESERVED BY VARIOUS DOCUMENTS OF RECORD;

FEBRUARY 19,1957, AS INSTRUMENT NO. 670 IN BOOK 53679, PAGE 61; MARCH 6, 1957, AS INSTRUMENT NO. 1448 IN BOOK 53833, PAGE 249; JULY 30, 1959, AS INSTRUMENT NO. 1177 IN BOOK D-553, PAGE 370; FEBRUARY 11, 1960, AS INSTRUMENT NO. 3114 IN BOOK D-747, PAGE 740; FEBRUARY 25, 1960, AS INSTRUMENT NO. 3198 IN BOOK D-760, PAGE 643; MARCH 17, 1960, AS INSTRUMENT NO. 3082 IN BOOK D-784, PAGE 601; JULY 11, 1960, AS INSTRUMENT NO. 3610 IN BOOK D-906, PAGE 190; JULY 14, 1960, AS INSTRUMENT NO. 3815 IN, BOOK D-910, PAGE 642; OCTOBER 3,1962, AS INSTRUMENT NO. 363 IN BOOK D-1776, PAGE 397; JULY 8, 1965, AS INSTRUMENT NO. 1052 IN BOOK D-2968, PAGE 781; AUGUST 13, 1965, AS INSTRUMENT NO. 708 IN BOOK D-3014, PAGE 539; DECEMBER 9, 1966, AS INSTRUMENT NO. 111 IN BOOK D-3502, PAGE 695; ALL OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

APN'S: 3126-022-926, 3126-022-927, 3126-022-928 AND 3126-022-929

EXHIBIT B

AERIAL MAP FOR SPL 22-001 AND ZC 22-001

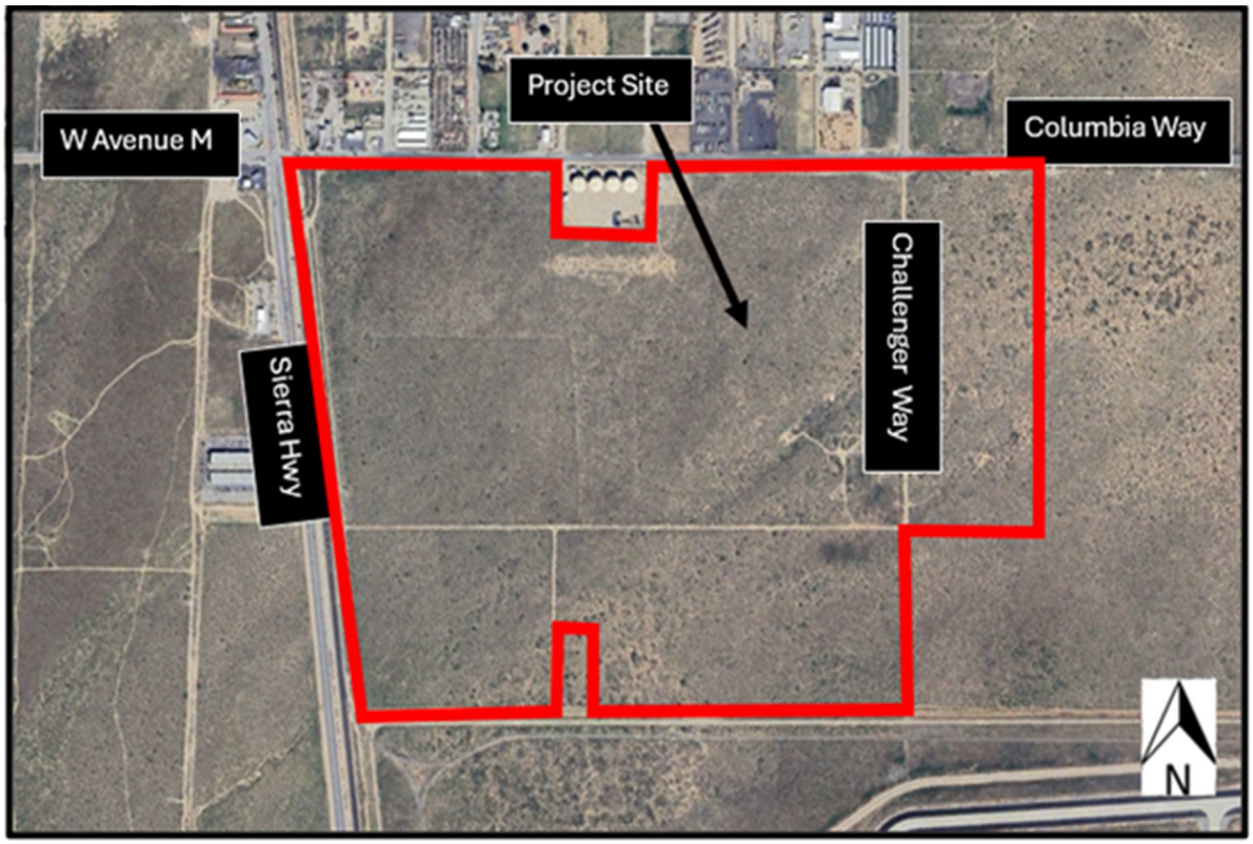


EXHIBIT C

GENERAL PLAN CONSISTENCY

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use & Community Design	LUD-17: Facilitation of industrial areas that support and buffer Plant 42 while maintaining compatibility with adjacent non-industrial uses.	Yes	The project is located northwest of Plant 42 and will serve as a buffer from the Plant and other uses by providing a mix of light industrial and commercial uses.
	LUD-18: Attraction and stimulation of new employment uses through flexible land use regulations and supportive policies/actions.	Yes	The proposed Specific Plan establishes a mix of flexible land uses that will provide employment and commercial services to residents and provides for appropriate use regulations and supportive policies.
Circulation and Mobility	CM-1.1: Design and maintain the public right-of-way through a complete streets approach that facilitates safe, comfortable, and efficient travel for all roadway users.	Yes	The proposed project meets the Engineering Department standards for adequate roadway widths and pedestrian paths-of-travel to accommodate safe, comfortable, and efficient travel for all roadway users.

*Justification is based on a review by the case planner of the plans date stamped 'Received July 29, 2024'.

EXHIBIT D

ZC 22-001 - EXISTING ZONING DESIGNATION

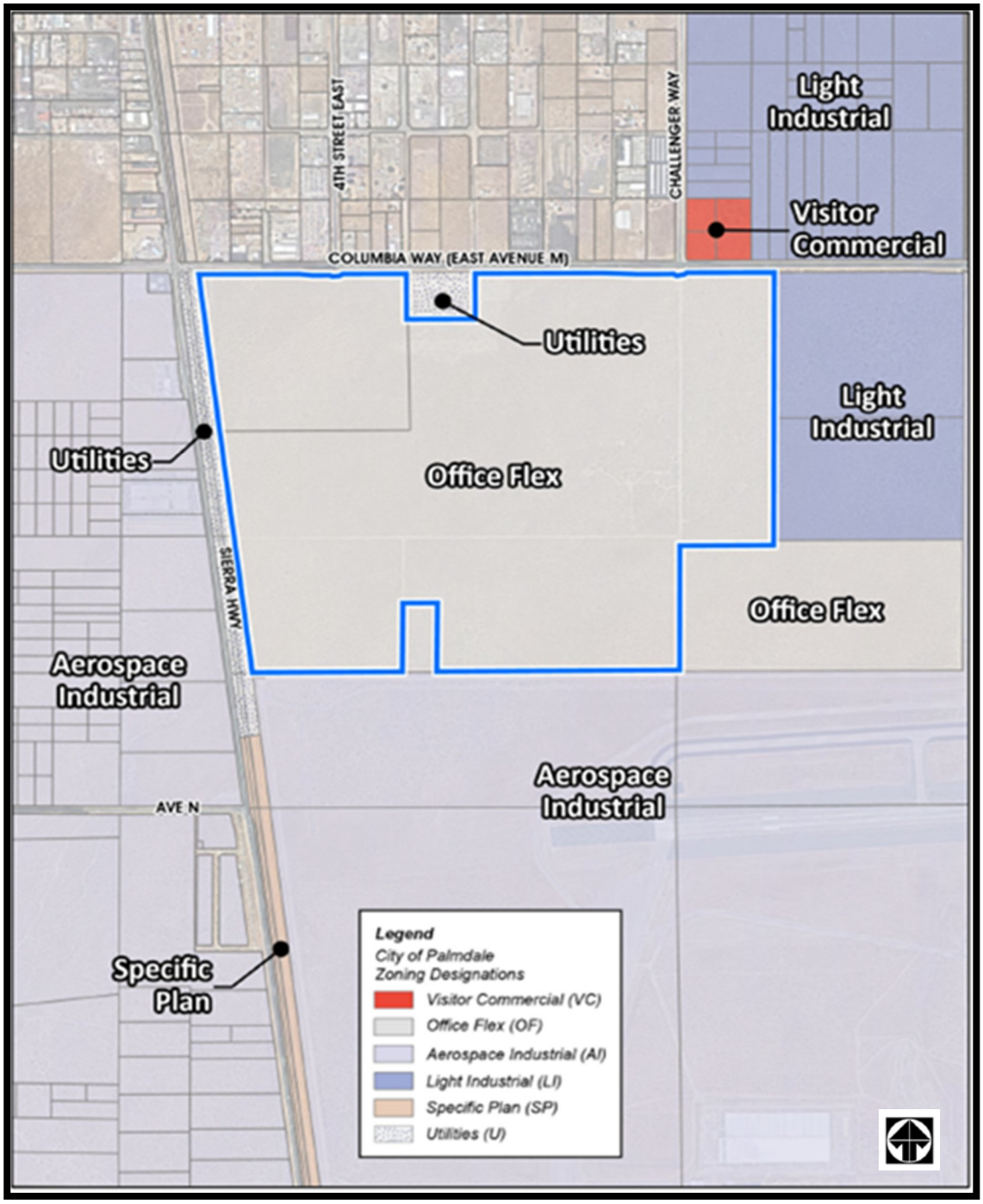


EXHIBIT E

ZC 22-001 - PROPOSED ZONING DESIGNATION

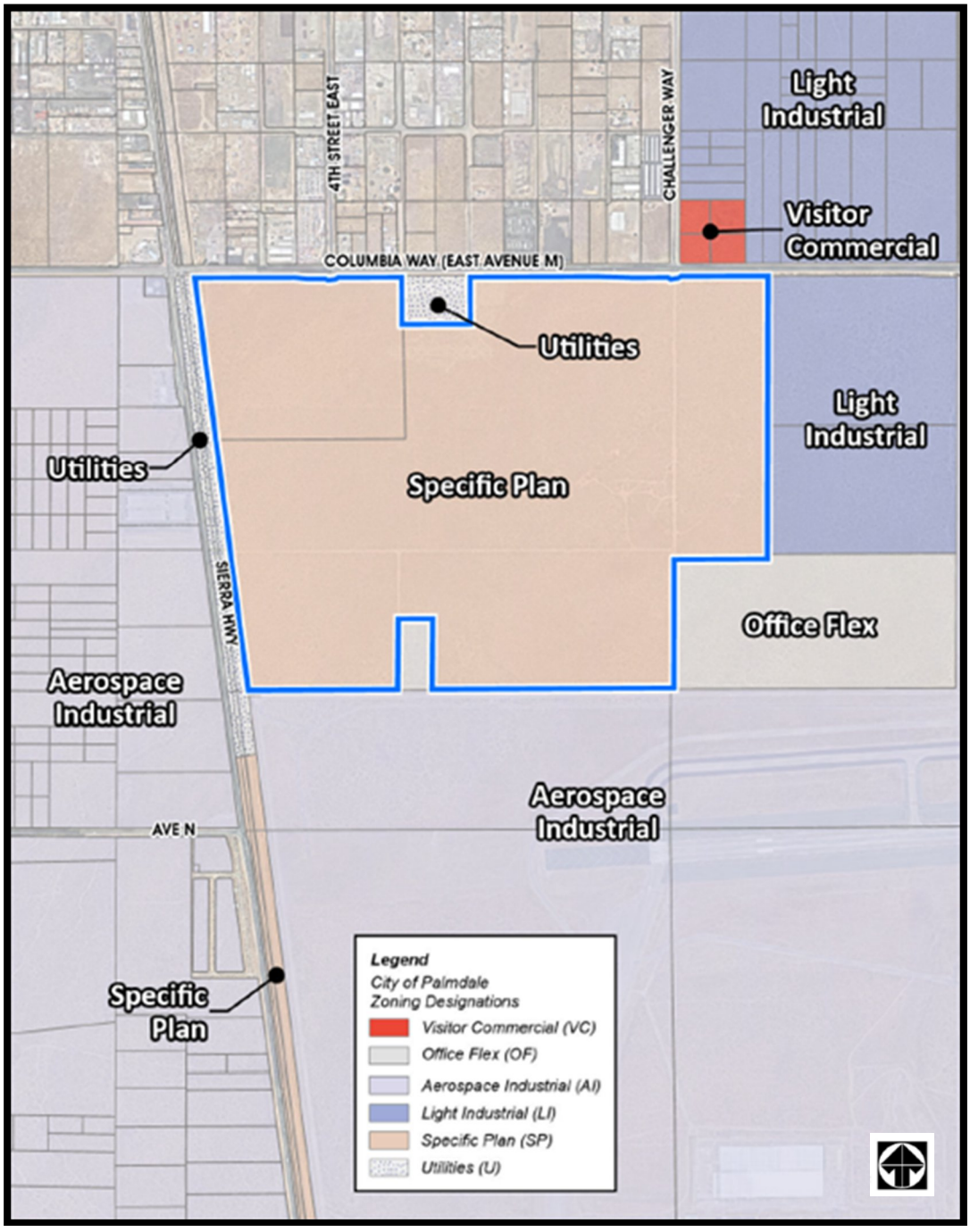


EXHIBIT F

SEE ATTACHED SPECIFIC PLAN – SPL 22-001
(ANTELOPE VALLEY COMMERCE CENTER)

ANTELOPE VALLEY COMMERCE CENTER
SPECIFIC PLAN PROJECT



GENERAL PLAN AMENDMENT 22-001; ZONE CHANGE 22-001; SPECIFIC PLAN 22-001; SITE PLAN REVIEW 22-008; TENTATIVE PARCEL MAP 83738

City of Palmdale, California

Lead Agency
City of Palmdale
Department of Economic and Community Development
Attn: Megan Taggart, Deputy Director of Economic and Community Development
38250 Sierra Highway
Palmdale, CA 93550
(661) 267-5200

November 2024

ANTELOPE VALLEY COMMERCE CENTER SPECIFIC PLAN NO. 22-001

Prepared for:

THE CITY OF PALMDALE
38250 Sierra Highway
Palmdale, CA 93550
(661) 267-5200
Contact: Megan Taggart
Deputy Director of Economic and Community Development

Developed by:

AVCC MASTER, LLC
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NOVEMBER 2024

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ES - EXECUTIVE SUMMARY

ES.1 SPECIFIC PLAN PROJECT OVERVIEW

The Antelope Valley Commerce Center Specific Plan Area consists of approximately 432.9 acres of land located in the north central portion of the City of Palmdale. The subject site is located east of Sierra Highway, south of Columbia Way (East Avenue M), west of the Boeing Palmdale Facility and Air Force Plant 42, and north of the Air Force Plant 42 and associated runways. The northern boundary of the Specific Plan (Columbia Way) is the jurisdictional boundary between the City of Palmdale and the City of Lancaster.

The location of the Antelope Valley Commerce Center from a regional and local context is represented in Figure ES-1, *Regional Map* and Figure ES-2, *Vicinity Map*, showing the relationship between the Specific Plan Area, nearby communities, and exiting land uses.

The following land use types are included as part of the Antelope Valley Commerce Center project:

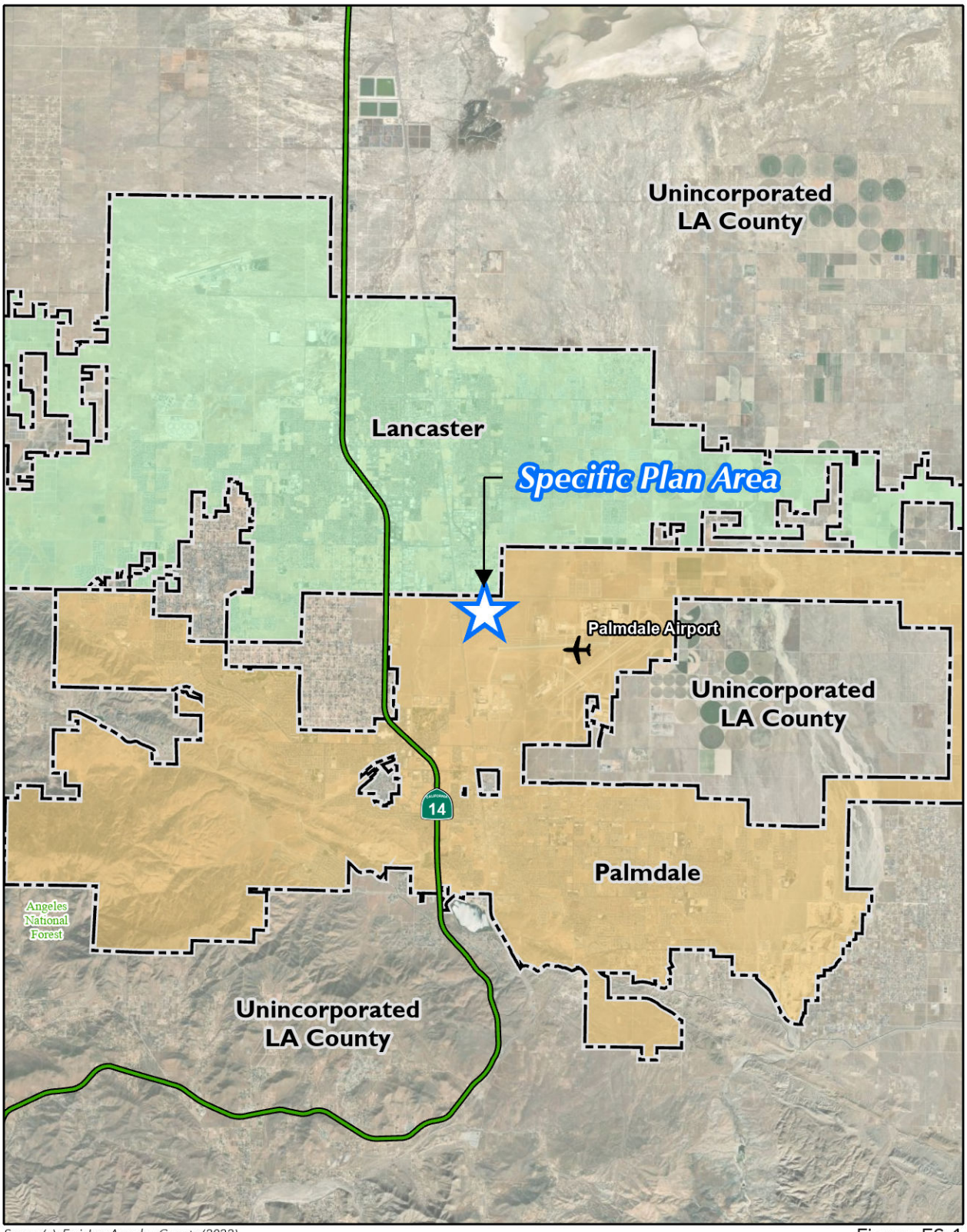
- **Industrial (IND)**: Including manufacturing, warehousing, parcel hub, fulfillment center, light industrial and associated uses.
- **Commercial (C)**: Including commercial retail and provisions of goods and services, with the intention to serve the surrounding businesses and employees.
- **Open Space (OS)**: Including passive open spaces and stormwater retention.

This Specific Plan provides guidance for the development of a contemporary, master-planned commerce center. The Antelope Valley Commerce Center is envisioned to contain industrial and commercial buildings supported by public roads and utility infrastructure systems, private driveways, parking lots, truck courts, lighting, landscaping, signage, and other functional and decorative features. The commercial and industrial uses in smaller buildings are positioned along Columbia Way (East Avenue M) in the northwestern segment of the site, while industrial uses in larger warehouse-style buildings comprise the balance of the Specific Plan Area. Building users are expected to be a mixture of businesses that bring job opportunities and economic growth to the City of Palmdale. A summary of the land uses is as follows:

Table ES-1 Land Use Summary

Land Use Designation	Acres[1]	Maximum Building Sq. Ft.
Industrial	378.4 AC	8,241,552 SF
Commercial	7.0 AC	60,984 SF
Open Space	29.3 AC	N/A
Roadway	18.2 AC	N/A
Total	**432.9 AC**	**8,302,536 SF**

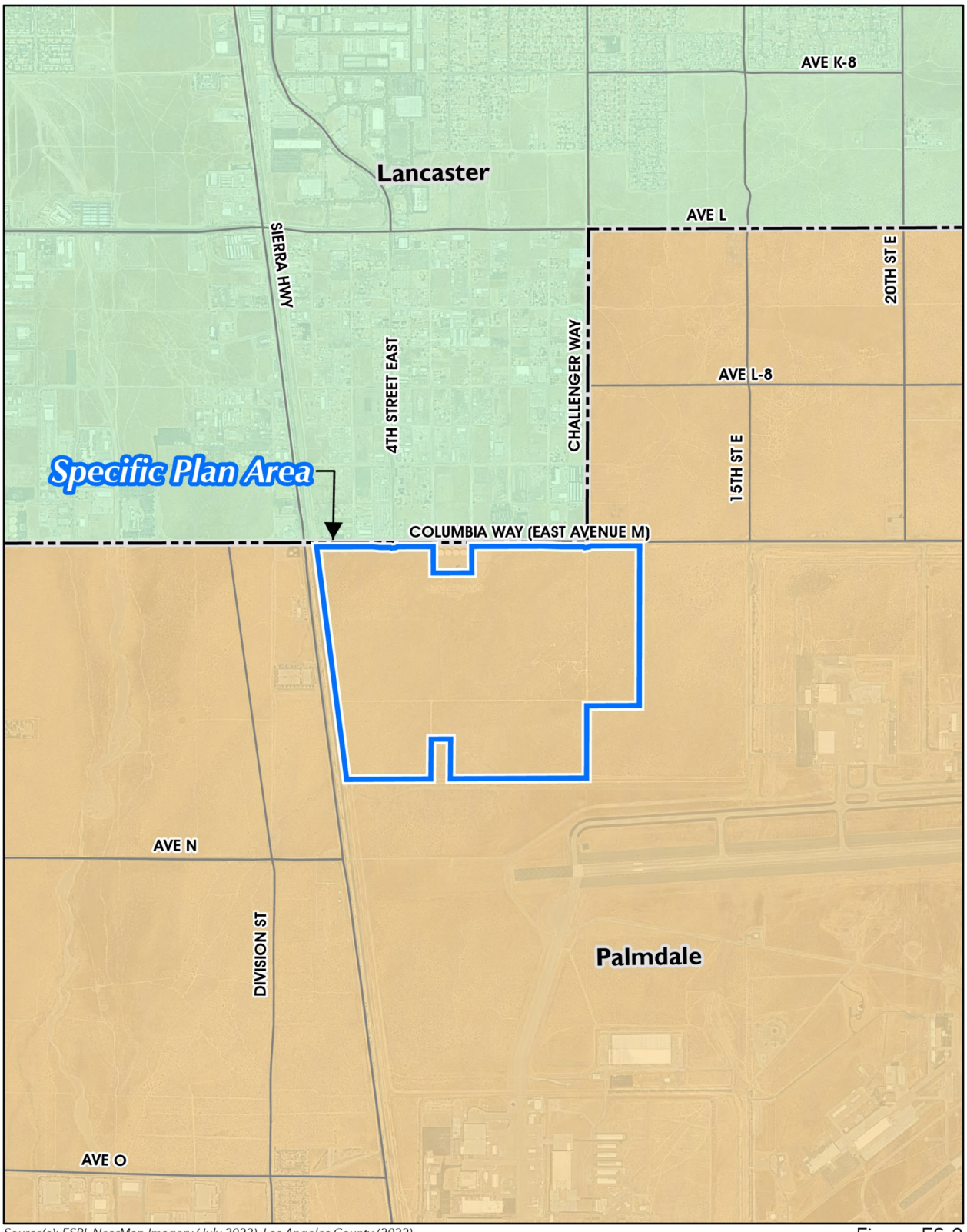
1. *Acreages are approximate and subject to survey verification.*



Source(s): Esri, Los Angeles County (2022)

Figure ES-1

Regional Map



Source(s): ESRI, NearMap Imagery (July 2023), Los Angeles County (2022)

Figure ES-2

0 625 1,250 2,500 Feet

Vicinity Map

ES.2 OTHER GOVERNING DOCUMENTS

In addition to this Specific Plan, which includes a Land Use Plan, Infrastructure Plan, Development Regulations, Design Guidelines, and Implementation Plan, the following documents also contain applicable information relevant to the Specific Plan Area:

- City of Palmdale General Plan. Updated in 2023, the Palmdale General Plan includes goals and polices pertaining to land use and community design, circulation and mobility, economic development, military compatibility, equitable and healthy communities, parks, recreation, and open space, conservation, public facilities, services, and infrastructure, safety, sustainability, climate action, and resilience, air quality, and noise that pertain to land administered by the City of Palmdale and all areas within the city's sphere of influence.

- City of Palmdale Municipal Code. The regulatory provisions in the City's Municipal Code govern over topics on which the Specific Plan's development regulations do not address. Note: where the requirements of this Specific Plan differ from the requirements of the City's Municipal Code, this Specific Plan takes precedence.

- Los Angeles County Airport Land Use Commission - Palmdale Regional Airport. The Palmdale Regional Airport is under the land use authority of the Los Angeles County Airport Land Use Commission (ALUC). The ALUC relies upon the airport's Comprehensive Land Use Plan for policies and guidelines relevant to land use compatibility that is intended to ensure the continued operation of the Palmdale Regional Airport while minimizing hazards and impacts to the built environment and future development surrounding the airport. The Specific Plan Area is located in the airport influence area and is thus subject to the Comprehensive Land Use Plan.

- Mitigation Monitoring and Reporting Program (MMRP). An Environmental Impact Report (EIR) is the California Environmental Quality Act (CEQA) compliance document for this Specific Plan. The EIR's MMRP stipulates certain measures required to be implemented to mitigate environmental effects associated with the development represented in the Specific Plan Area.

ES.3 SPECIFIC PLAN COMPONENTS

The Antelope Valley Commerce Center Specific Plan is organized into the following chapters:

Chapter 1 - Introduction:
Describes the purpose and objectives of this Specific Plan, the related entitlement approvals for implementing development, and the general relationship of this Specific Plan to the City of Palmdale General Plan.

Chapter 2 - Existing Conditions:
Describes the physical setting of the Antelope Valley Commerce Center Specific Plan Area and the physical conditions on and surrounding the property at the time this Specific Plan was prepared.

Chapter 3 - Land Use Plan:
Describes the development plan for the Antelope Valley Commerce Center Specific Plan, which includes Industrial, Commercial, and Open Space land uses. Chapter 3 specifies the acreages of each land use designation and the maximum development intensities (amount of building square footage) permitted in each land use category.

Chapter 4 - Infrastructure Plan:
Provides information on vehicular and non-vehicular circulation improvements; the planned backbone water, sewer, and storm drain systems; the planned dry utility network; and the preliminary grading concept for the development of the Antelope Valley Commerce Center.

Chapter 5 - Development Regulations:
Establishes the list of permitted and conditionally permitted land uses in the Specific Plan Area based on the land use designations established in Chapter 3 and provides the development regulations (zoning) that govern development of the Specific Plan Area. A discussion of the relationship of the development regulations of this Specific Plan to the Los Angeles County Airport Land Use Commission also is provided.

Chapter 6 - Design Guidelines:
The Antelope Valley Commerce Center design guidelines are presented in Chapter 6, which guide the site planning, landscaping, and architectural quality of implementing development within the Specific Plan Area. These guidelines include architectural design, landscape design, streetscapes, entry treatments and monuments, corner treatments, fencing, lighting, and signage.

Chapter 7 - Implementation Plan:
Chapter 7 presents the policies and procedures for the City's review and approval of implementing projects within this Specific Plan. This chapter also describes the methods and procedures for interpreting and amending this Specific Plan as necessary. A summary of maintenance and financing responsibilities for development within the Specific Plan Area is also provided.

Chapter 8 - Consistency with the General Plan:
Chapter 8 provides a matrix evaluating consistency of this Specific Plan with each of the applicable policies of the Palmdale General Plan.

CHAPTER 1 - INTRODUCTION

1.1 SPECIFIC PLAN PURPOSE AND INTENT

The purpose of this Specific Plan is to guide the development of an approximately 432.9-acre property into a master-planned commerce center, known as the Antelope Valley Commerce Center. The site is located within the northern portion of the City of Palmdale (City). Projects developed within the boundaries of the Antelope Valley Commerce Center are required to demonstrate substantial conformity with the information contained in this Specific Plan document.

Situated near State Route 14 (CA-14), State Route 138 (CA-138), and the Palmdale Regional Airport, the Antelope Valley Commerce Center is poised to successfully accommodate uses that rely on access to the local and regional transportation network. The Specific Plan Area is located approximately 1.3 miles east of CA-14, 4.5 miles north of CA-138, and abuts the Palmdale Regional Airport to the south. The property's location at the junction of these major transportation facilities provides the ability to quickly receive and transport goods as well as facilitate access for employees and patrons of the Antelope Valley Commerce Center.

1.2 SPECIFIC PLAN OBJECTIVES

The Specific Plan achieves the following objectives:

- To provide a land use plan for the development of a state-of-the-art commerce center that accommodates modern business and industrial activities.
- To attract and sustain industrial and commercial uses within the Specific Plan Area that are compatible with surrounding land uses.
- To locate businesses that rely on transportation efficiency in the Palmdale area that offers convenient access to the highway system.
- To provide opportunities for positive economic benefit to the City, including new net revenues to the General Fund which can be used for vital City services.
- To diversify the City's available range of employment-generating land uses.
- To improve connectivity in the area by providing pedestrian and bike access to the Sierra Bike Trail and bike racks and associated amenities that encourage circulation by means not completely dependent on a motorized vehicle.
- To identify capital improvements for water, sewer, storm drain, and circulation facilities that serve planned land uses within and adjacent to the Specific Plan area.
- To define guidelines and standards for architecture, landscaping, entry monuments/signage, and fencing and screening within the Specific Plan area.
- To set forth a development phasing sequence that is aligned with a logical sequence for the installation of supporting infrastructure.

1.3 AUTHORITY

1.3.1 State of California

The Specific Plan is a regulatory document prepared pursuant to the provisions of California Government Code §§ 65450 through 65457, which grants local government agencies the authority to prepare Specific Plans for the systematic implementation of their General Plan for all or part of the area covered by the General Plan. While the City of Palmdale General Plan covers the entire City, the Specific Plan concentrates on the specific development of the approximately 432.9-acre Antelope Valley Commerce Center property.

California Government Code §§ 65450 through 65457 establish the authority adopt a Specific Plan, identify the required contents of a Specific Plan, and mandate consistency with the General Plan. According to California Government Code § 65451:

(a) A Specific Plan shall include text and diagram which specify all the following in detail:
   (1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.
   (2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
   (3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
   (4) A program of implementation measures including regulations, programs, public works projects, and financing measures, necessary to carry out items (1), (2), and (3).

(b) The Specific Plan shall include a statement of the relationship of the Specific Plan to the General Plan

The Specific Plan includes each of the required elements listed above and establishes the essential link between the policies of the current General Plan for the City of Palmdale and the Antelope Valley Commerce Center property. All future development plans and implementing construction activities proposed with the Antelope Valley Commerce Center are required to be consistent with the requirements set forth in this Specific Plan and with all other applicable City regulations.

1.3.2 City of Palmdale

This Specific Plan shall act as the regulatory document for land use, development standards, and design guidelines and standards within the Specific Plan Area. In topics where the Specific Plan is silent, the Palmdale Municipal Code shall be used as the governing document for any decision on land use, development standards, and design guidelines and standards.

For the Specific Plan to be a comprehensive document, the Palmdale Municipal Code requires general provisions and required contents for a Specific Plan as outlined below:

(a) A Specific Plan shall include a narrative report to describe the proposed development, place within the regional setting, and provide detailed information necessary for plan review. The required report contents shall include but not be limited to the following information:

1. Information regarding the property, developer, owner, representatives, and consultants preparing the report.
2. Table of Contents, including list of maps and figures.
3. A discussion of the nature and intent of the proposed development.
4. A descriptive analysis of the project site.
5. Quantified information on the impacts of project build-out.
6. A development plan for all proposed land uses in the project (including open space).
7. A description of existing infrastructure, projected improvements needed to serve the project, and a plan for providing needed infrastructure, including community facilities.
8. A circulation plan for the project.
9. Development standards applicable to development within the specific plan.
10. Special design standards applicable to the project, including but not limited to signage, landscaping, fences and walls, lighting, and entry monumentation.
11. Proposed phasing of the project.
12. An implementation plan for the Specific Plan including processes for minor and major modifications for development within the Specific Plan Area.
13. A discussion of how the project conforms to the goals, policies, and objectives of the General Plan policies and maps.

(b) A Specific Plan shall provide maps to geographically depict characteristics of the project site, regional settings, proposed nature and intensity of development, project phasing, and other pertinent information needed for project review. Required maps shall include but not limited to the following information:

1. Existing Conditions of the project site, including topography, natural drainage courses, existing structures, roads, easements, uses, zoning, and General Plan designations.
2. The proposed Development Plan, including phasing.
3. The proposed Circulation Plan, including phasing, any proposed trails, and connectivity to the regional circulation system.
4. Any proposed landscape, design, or amenity features.

1.4 CONSISTENCY ANALYSIS WITH THE PALMDALE 2045 GENERAL PLAN

The following represents goals, objectives, and policies for the Antelope Valley Commerce Center Specific Plan, which are consistent with the City of Palmdale General Plan's policies and maps. In addition, a General Plan Consistency Analysis was conducted and is represented in Appendix A, *Consistency with the General Plan*.

1.4.1 Land Use and Community Design

Goal: Create a vision for long-term growth and development in the City of Palmdale which provides for orderly, functional patterns of land uses.

(a) Objective: Ensure compatibility between land uses which have different functions, requirements, and impacts.

(b) Policy:

1. Ensure development within the Specific Plan Area is compatible with and supports surrounding existing and proposed land uses.

Goal: Increase job opportunities in the City of Palmdale through expanded industrial land use near the Air Force Plant 42.

(a) Objective: Provide Industrial land use that supports a diverse range of industrial activities that can attract businesses and balance out the jobs to housing ratio.

(b) Policy:

1. Ensure Industrial land use within the Specific Plan Area is compatible with and support Air Force Plant 42 and other industrial activities in the surrounding area.

Goal: Preserve the existing economic base of high-quality jobs and provide opportunities for a wide range of manufacturing and related industrial uses in the City of Palmdale.

(a) Objective: Attract manufacturing employers and provide employee serving amenities.

(b) Policies:

1. Ensure the Specific Plan Area and associated facilities are developed at a high standard that attracts quality supply chain and manufacturing industrial users that benefit the City's economic base.
2. Provide opportunities for retail, dining, and service establishments that directly support and benefit employees and visitors within and in proximity to the Specific Plan Area.

Goal: Ensure new major development is accessible to its surrounding and provides for high-quality architecture and site design.

(a) Objective: Provide balance between industrial and commercial land use within the Specific Plan Area.

(b) Policies:

1. Provide opportunities for retail, dining, and service establishments that directly support and benefit employees and visitors within and in proximity to the Specific Plan Area.

2. Provide and clearly define pedestrian and vehicular access between the Specific Plan Area industrial and commercial land use districts.
3. Provide bicycle access between the Specific Plan Area and the Sierra Highway Bike Trail to encourage such use.
4. Provide site and building design standards within this Specific Plan to ensure industrial and commercial development is of high-quality design.

1.4.2 Circulation and Mobility

Goal: Provide a balanced transportation system for movement of goods and people within and around the Specific Plan Area.

(a) Objective: Increase the use of alternative modes of transportation such as walking, biking, and public transport.

(b) Policies:

1. Encourage employees and visitors of the Specific Plan Area to utilize the Sierra Highway Bike Trail and the nearby Lancaster and Palmdale Train Stations.
2. Provide bike lanes and sidewalks within the Specific Plan Area to provide for and encourage alternative transportation modes.

1.4.3 Public Facilities, Services, and Infrastructure

Goal: Ensure the Specific Plan Area has adequately served public utilities, including water, sewer, and dry utilities.

(a) Objective: Ensure that basic and essential public facilities and utilities are available at the time of development.

(b) Policy:

1. Provide a phasing plan for installation of public facilities and utilities and ensure service availability at the time of development.

1.4.4 Conservation

Goal: Protect Significant Ecological Areas, including, but not limited to, sensitive flora and fauna habitat areas.

(a) Objective: Ensure local compliance with the California Endangered Species Act, the Federal Endangered Species Act, and the City's Native Vegetation Ordinance to protect western Joshua Trees.

(b) Policy:

1. Provide open space areas within the Specific Plan Area for the preservation of Joshua Trees.

Goal: Reduce greenhouse gas emissions from transportation.

(a) Objective: Provide facilities that will encourage visitors and employees to utilize non-emission vehicles.

(b) Policies:

1. Provide bike facilities, such as bicycle parking and access to the Sierra Highway Bike Trail, to visitors and employees of the Antelope Valley Commerce Center.
2. Implement design standards that will accommodate the future installation of charging stations for electric vehicles and trucks.

Goal: Minimize local air pollution caused by motor vehicles.

(a) Objective: Implement measures that will reduce vehicle trips and contain emissions within designated routes.

(b) Policies:
   1. Encourage bicycle use by providing access to the Sierra Highway Bike Trail.
   2. Avoid truck emission to the nearby residential and commercial districts by restricting trucks movement to only City of Palmdale designated truck routes.

Goal: Reduce and/or eliminate unnecessary sources of air pollution.

(a) Objective: Avoid street designs that only offer vehicular travel and no other modes of transportation.

(b) Policy:
   1. Ensure all streets within and abutting the Specific Plan are designed to accommodate all modes of transportation including vehicles, bicycles, and pedestrians.

1.4.5 Safety

Goal: Minimize hazards to public health and safety resulting from natural and man-made hazards.

(a) Objective: Incorporate measures into this Specific Plan and the Environmental Impact Report (EIR) to reduce natural and man-made hazards.

(b) Policies:
   1. Ensure the transporting of hazardous materials are along designated routes that minimize risks to the public and sensitive environmental areas.
   2. Ensure development within the Specific Plan Area is consistent with the Air Force Plant 42 Air Installation Compatibility Use Zone (AICUZ) Report and complies with applicable FAA regulations.

1.4.6 Noise

Goal: Promote noise compatible land uses within the 65 dBA CNEL contour and the Frequent Overflight Area of Air Force Plant 42.

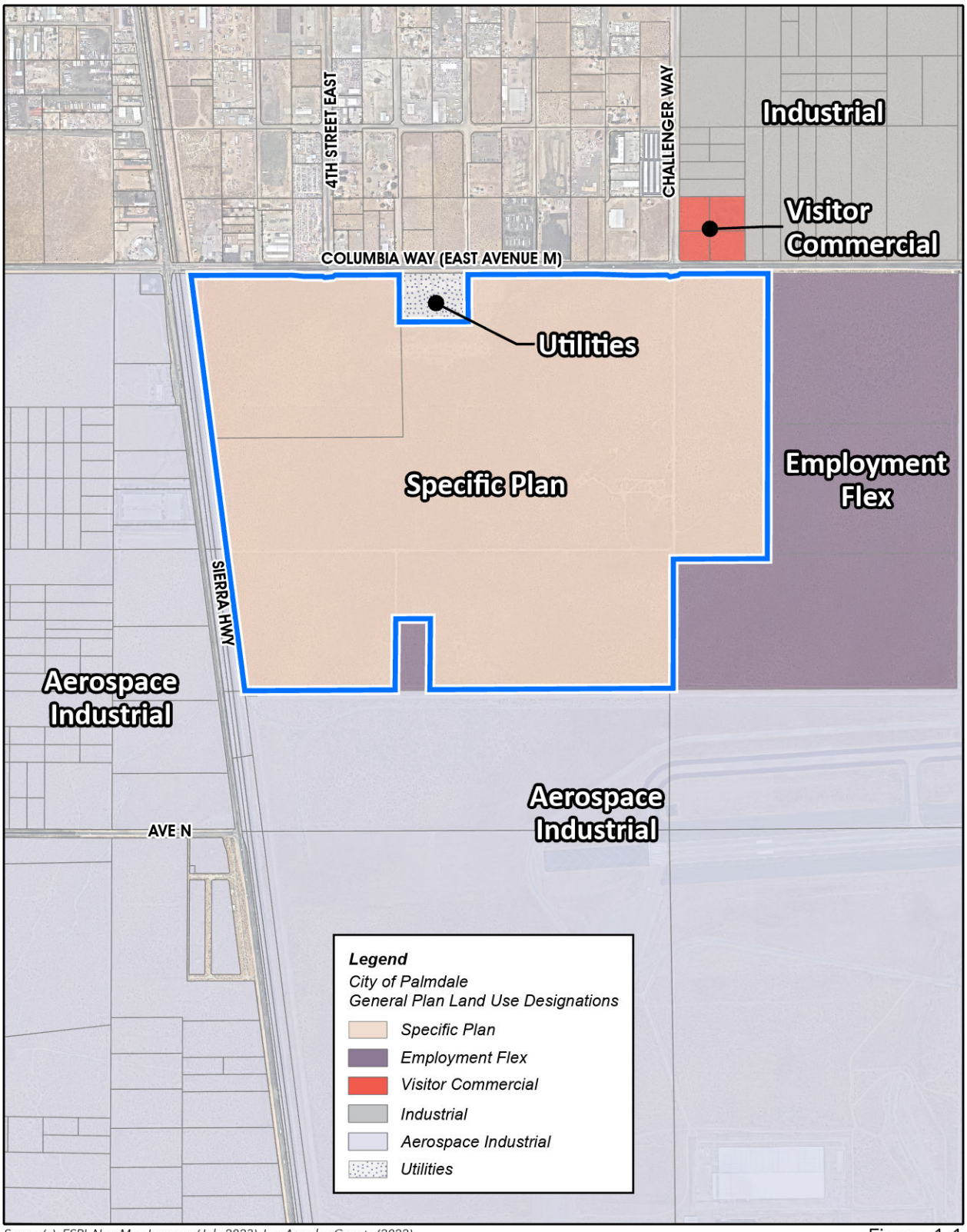
(a) Objective: Restrict noise sensitive land uses within area designated within both the 65 dBA CNEL contour and the Frequent Overflight Area.

(b) Policy:
   1. Ensure permitted uses within the Specific Plan Area are not noise sensitive as defined in Table 3-5, *Land Use Compatibility, Noise Exposure, and Accident Potential*, of the Air Force Plant 42 AICUZ Report.

1.5 PLANNING CONTEXT

As shown on Figure 1-1, *General Plan Land Use Designations*, upon the approval of this Specific Plan, the General Plan land use designation for the Specific Plan Area will be changed to "Specific Plan" to allow for the development of a variety of industrial and commercial uses.

As shown on Figure 1-2, *Zoning Designations*, upon the approval of this Specific Plan, the zoning designation for the Specific Plan Area will be changed to "Specific Plan" to allow for the development of a variety of industrial and commercial uses. This Specific Plan regulates future development of the Specific Plan Area. In instances where the Specific Plan is silent on development standards, the City's Economic & Community Development Director, or their designee, shall make the final decision regarding the appropriate process or standard.

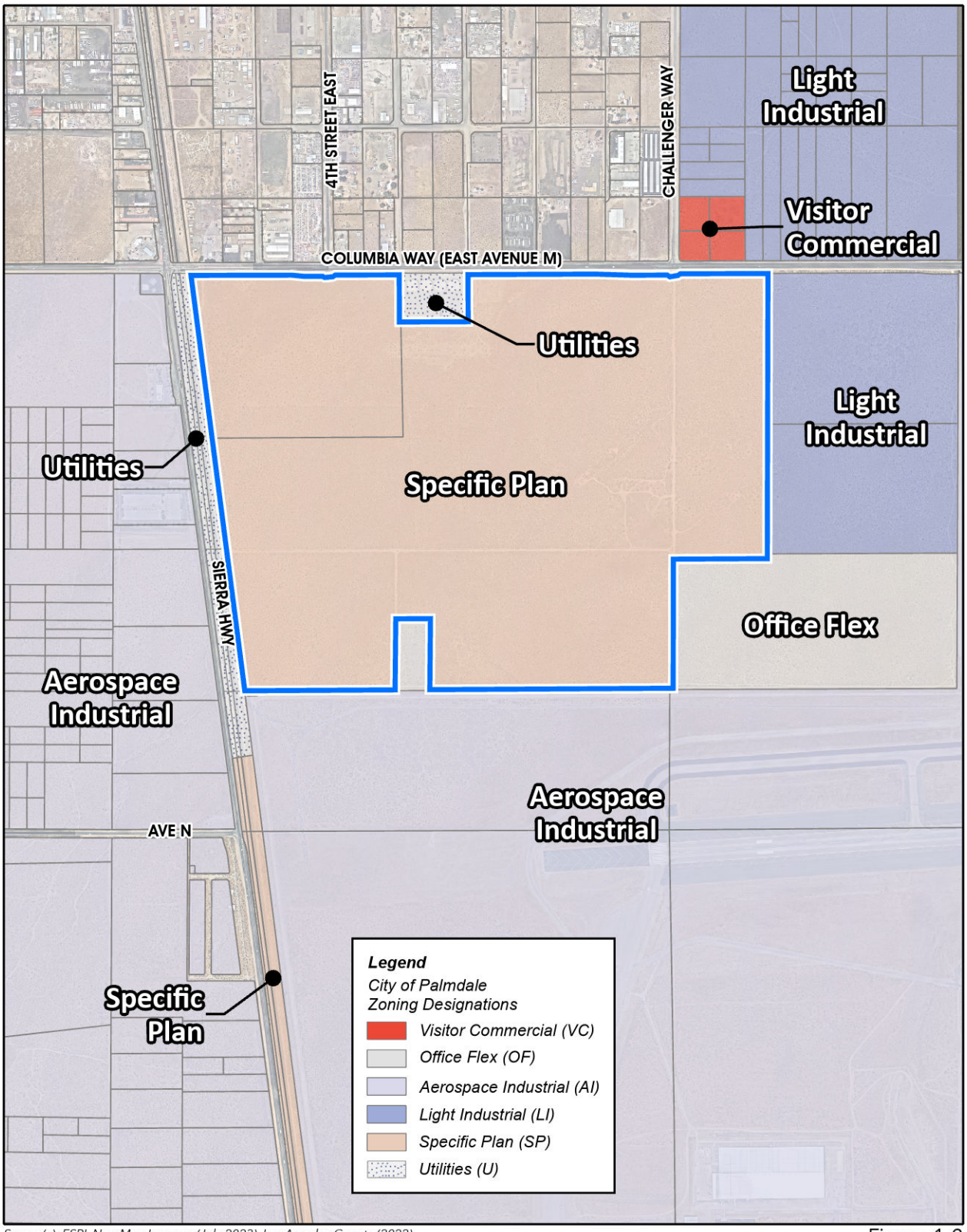


Source(s): ESRI, NearMap Imagery (July 2023), Los Angeles County (2022)

Figure 1-1

0 350 700 1,400 Feet

General Plan Land Use Designation



Source(s): ESRI, NearMap Imagery (July 2023), Los Angeles County (2022)

Figure 1-2

Zoning Designation

1.6 ENVIRONMENTAL REVIEW

An Environmental Impact Report (EIR) (SCH No. 2022090009) was certified in compliance with the California Environmentally Quality Act (CEQA) to serve as the project-wide environmental assessment document. Together, this Specific Plan and the environmental mitigation measures contained in the accompanying EIR's Mitigation Monitoring and Reporting Program (MMRP) provide a path to develop the property considering all applicable goals, objectives, government requirements, and environmental regulations.

1.7 DISCRETIONARY ACTIONS

The process to approve this Specific Plan requires the City of Palmdale Planning Commission to make a recommendation to the City Council after considering the consistency of this Specific Plan to the Palmdale General Plan. The City Council is the final decision-making authority regarding the adoption of this Specific Plan after considering the recommendations of the Planning Commission.

Any future amendments to this Specific Plan are required to be considered by the City of Palmdale Planning Commission and City Council and adopted by ordinance or resolution of the City Council, pursuant to City of Palmdale Municipal Code (PMC), Specific Plan Review provisions. More information on implementation procedures is contained in Chapter 7, *Implementation Plan*.

Any Minor Modifications to this Specific Plan after its approval that will not change the land uses or increase the development intensity permitted by this Specific Plan and any criteria listed in Section 17.26.040 of the PMC may be acted on by the Economic & Community Development Director or their designee upon submittal of an application, required materials, and applicable fees for a Minor Modification. Criteria for a minor modification to the Specific Plan is explained further in Section 7.6, *Minor Modification*, to the Specific Plan.

Major Amendments to this Specific Plan shall be subject to review by the Planning Commission with a recommendation to the City Council. Major Amendments also shall be reviewed in accordance with the CEQA Statute and Guidelines, with the City of Palmdale serving as the CEQA Lead Agency. More information on minor modifications and major amendments to this Specific Plan is contained in Chapter 7, *Implementation Plan*.

Proposed development projects within the Specific Plan Area shall be subject to the Site Plan Review Process established in the PMC. Palmdale City Staff shall refer to this Specific Plan as a regulatory document for land use, development standards, and design. For proposed uses and similar uses that are not listed in Table 5-1, *Permitted Uses Table*, and topics where this Specific Plan is silent, the City's Economic & Community Development Director, or their designee, shall make the final decision regarding consistency based upon the procedures outlined within the PMC as it relates to determination of unlisted uses.

1.8 AIRPORT LAND USE COMPLIANCE

The entire Specific Plan Area is located within the US Air Force Plant 42 Influence Area that may limit building height, building construction type, land uses, and floor area ratio (FAR) based on the proposed land use and requirements for open land. The governing documents within the Airport Influence Area include the Airforce Plant 42 Installation Compatibility Use Zone (AICUZ) Report and the Los Angeles County Airport Land Use Plan. The Air Force Plant 42 AICUZ Report provides land use compatibility guidelines, noise contours, and locations of Clear Zones and Accident Potential Zones; and the Los Angeles County Airport Land Use Plan provides safety and noise guidelines within the Airport Influence Area.

Development within the Air Force Plant 42 Influence Area shall comply with the guidelines and standards provided in both the Air Force Plant 42 AICUZ Report and the Los Angeles County Airport Land Use Plan. Additional information can be found in Chapter 5, *Development Regulations*, the Air Force Plant 42 AICUZ Report, as well as the Los Angeles County Airport Land Use Plan.

CHAPTER 2 - EXISTING CONDITIONS

2.1 EXISTING SURROUNDING LAND USES

At the time this Specific Plan was prepared in 2022, the Antelope Valley Commerce Center Specific Plan Area was vacant and undeveloped and did not contain any internal infrastructure. As shown on Figure 2-1, *Surrounding Land Uses (2022)*, the Specific Plan Area is bounded to the north by Columbia Way (East Avenue M) and a parcel containing municipal water towers. Columbia Way is the dividing line between the City of Palmdale (south of Columbia Way) and the City of Lancaster (north of Columbia Way). On the north side of Columbia Way in the City of Lancaster is an auto repair center, a construction yard, storage facilities, an automobile salvage yard, a restaurant, and vacant land. To the west of the Specific Plan Area is a Southern Pacific Railroad line (Metrolink rail line) and Sierra Highway, beyond which is a financial institution, Sierra Highway Plaza, and vacant land. Avenue M-12 and Palmdale Regional Airport are to the south and vacant land, Boeing, Lockheed Martin, and Plant 42 are to the east.

Before this Specific Plan was approved and as depicted in Figure 2-2, *Existing General Plan Designation (2023)*, and Figure 2-3, *Existing Zoning Designation (2023)*, the Specific Plan Area was within the Employment Flex General Plan land use designation and Office Flex (OF) zone.

2.2 EXISTING CIRCULATION AND ACCESS

2.2.1 Regional Circulation

State Route 14 (CA-14) is located approximately 1.3 miles west of the Antelope Valley Commerce Center Specific Plan Area. The Specific Plan Area is accessible to and from CA-14 via the West Avenue M on- and off-ramps. State Route 138 (CA-138) is located approximately 4.5 miles south of the Specific Plan Area, with access to and from CA-138 provided via Sierra Highway.

2.2.2 Local Circulation

Access to the Antelope Valley Commerce Center Specific Area is provided from Columbia Way (East Avenue M), 4th Street East, and Challenger Way. Columbia Way (East Avenue M) is a City of Palmdale designated truck route that provides truck access to the Antelope Valley Commerce Center.

Columbia Way (East Avenue M) abuts the Specific Plan Area on the north side and consists of four through lanes (two east bound and two westbound lanes) over its entire length. The City of Palmdale General Plan designates Columbia Way (East Avenue M) as a Major Arterial Roadway.

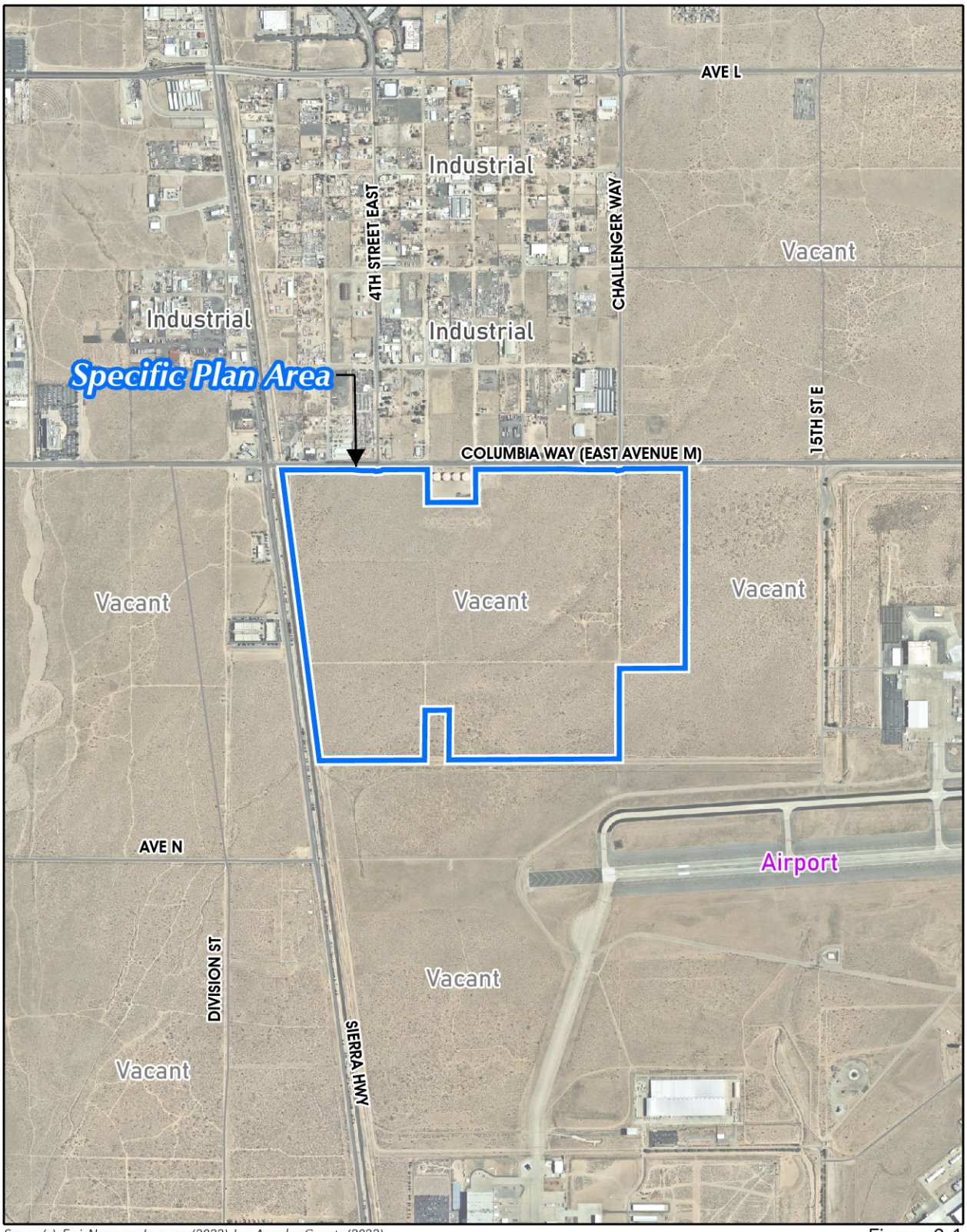
4th Street East is a north-south oriented roadway that exists north of and intersects with Columbia Way (East Avenue M) at the west-central portion of the Specific Plan Area. 4th Street East is a 2-lane Collector Street maintained by the City of Lancaster.

Challenger Way is a north-south oriented roadway that exists north of and intersects with Columbia Way (East Avenue M) at the eastern portion of the Specific Plan Area. Challenger Way is a 2-lane Collector Street maintained by the City of Lancaster.

2.3 EXISTING PHYSICAL SITE CONDITIONS

At the time this Specific Plan was prepared in 2022, the Antelope Valley Commerce Center Specific Plan property is relatively flat and gently falls to the northeastern corner of the Specific Plan Area. Elevation

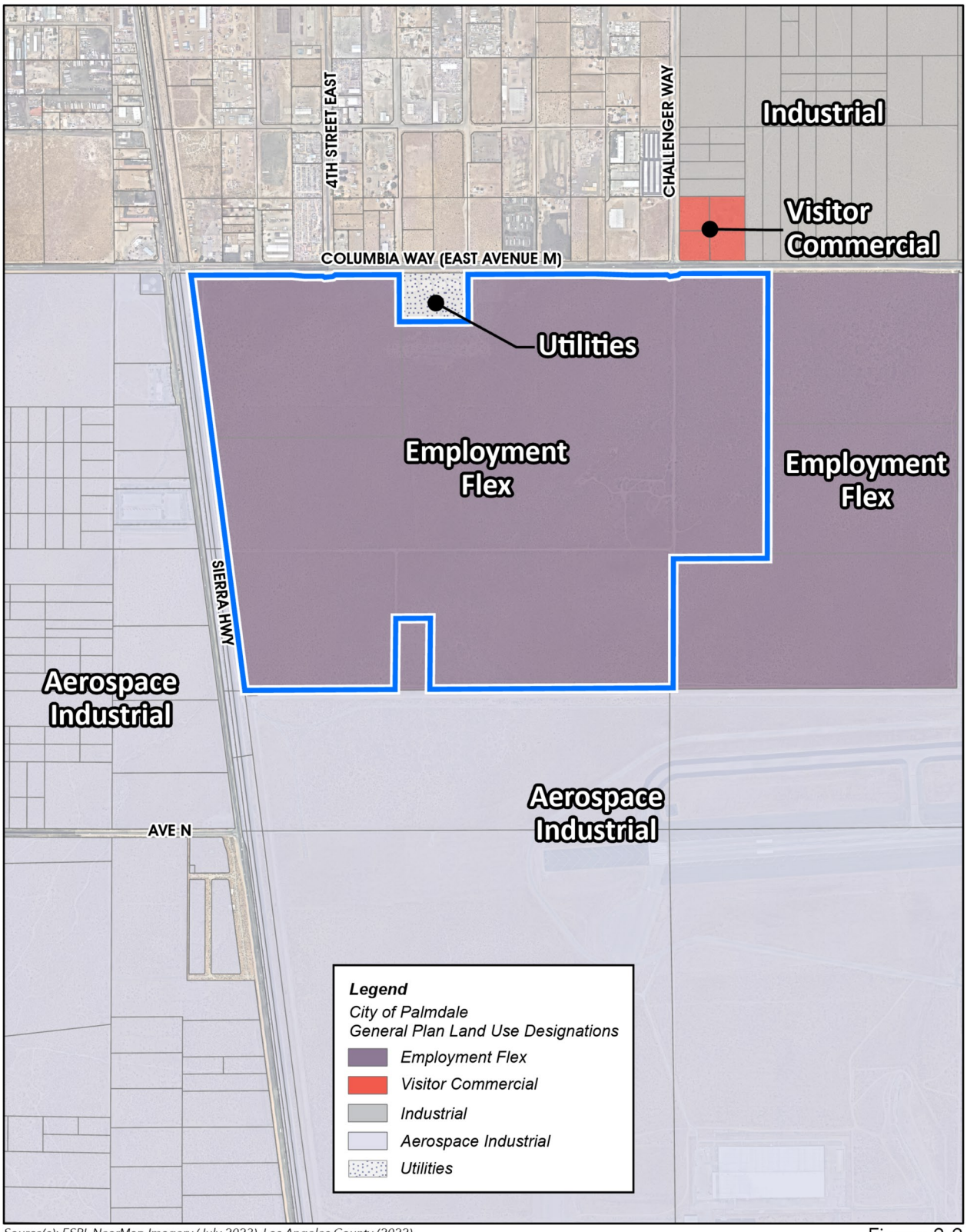
ranges from approximately 2,505 feet above mean sea level in the northeast to approximately 2,550 feet above mean sea level in the southwest. The existing topographic conditions for the Specific Plan Area are illustrated on Figure 2-4, *USGS Topographic Map (2022)*. For more information regarding the existing physical site conditions at the time this Specific Plan was prepared, refer to the Antelope Valley Commerce Center EIR (SCH No. 2022090009).



Source(s): Esri, Nearmap Imagery (2022), Los Angeles County (2022)

Figure 2-1

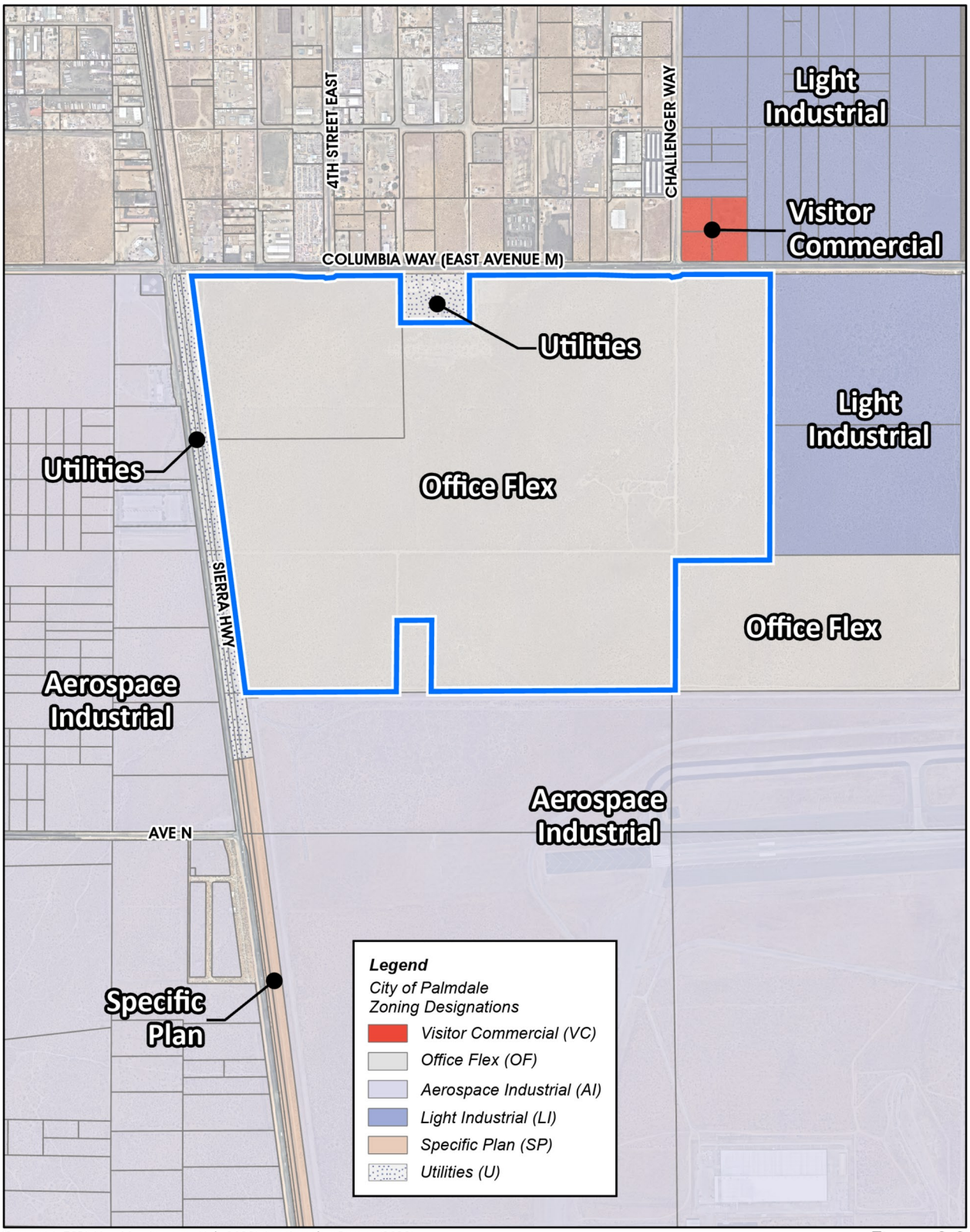
Surrounding Land Uses (2022)



Source(s): ESRI, NearMap Imagery (July 2023), Los Angeles County (2022)

Figure 2-2

Existing General Plan
Land Use Designations (2023)

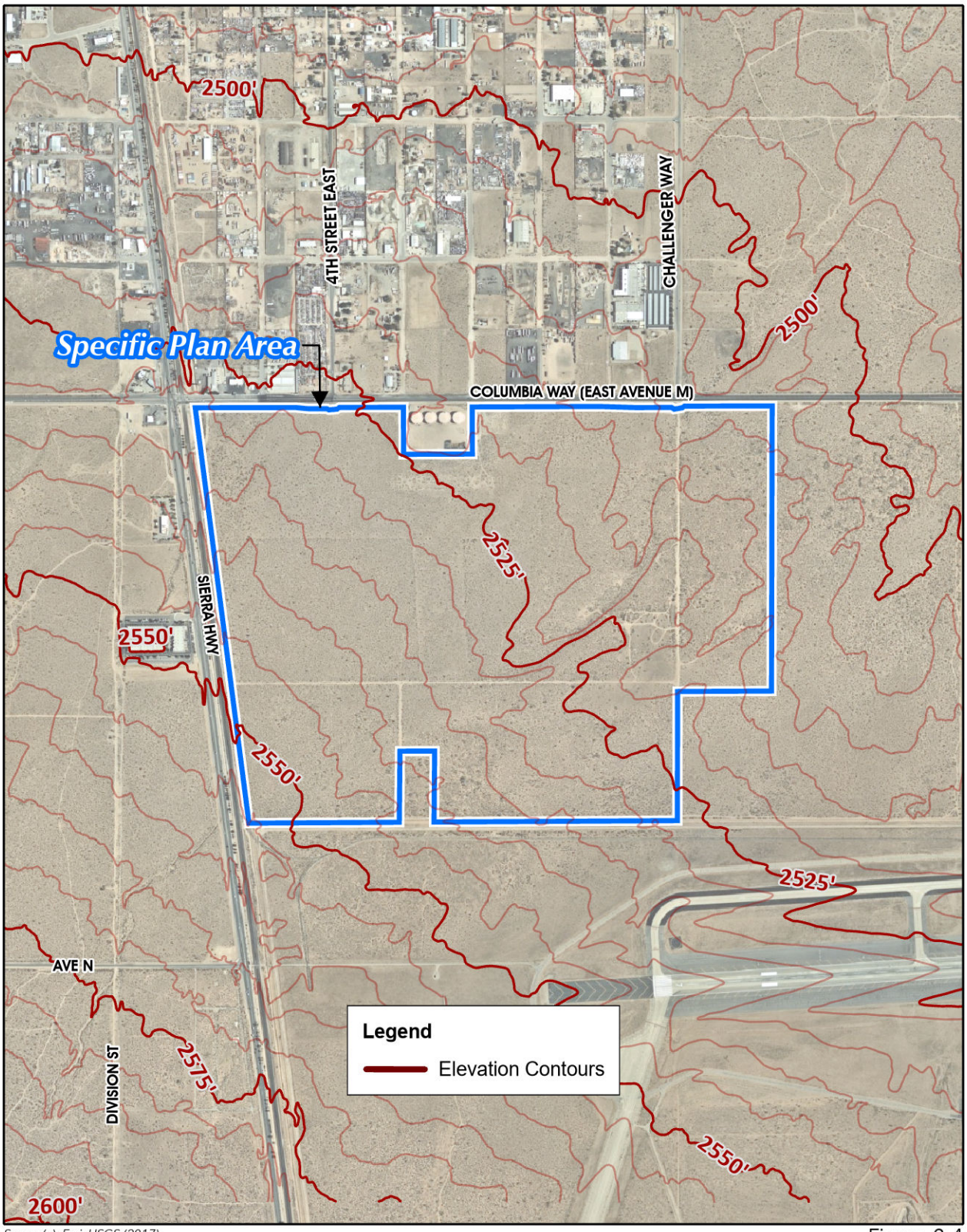


Source(s): ESRI, NearMap Imagery (July 2023), Los Angeles County (2022)

Figure 2-3

0 350 700 1,400 Feet

Existing Zoning Designations (2023)



Source(s): Esri, USGS (2017)

Figure 2-4

0 350 700 1,400 Feet

USGS Topographic Map (2022)

CHAPTER 3 – LAND USE

3.1 VISION

The Antelope Valley Commerce Center is designed as an industrial and commercial employment center laid out in a master-planned setting. Located in the northern section of the City of Palmdale, the Antelope Valley Commerce Center is positioned to attract a variety of business types and sizes, ranging from local enterprises to international corporations. The Antelope Valley Commerce Center is envisioned as an attractive place where businesses can prosper, attract economic investment, and provide goods, services, and job opportunities to the surrounding community and region.

3.2 LAND USE PLAN

This Specific Plan establishes three land use designations: Industrial, Commercial, and Open Space. Figure 3-1, *Land Use Plan*, depicts the land use designations and the major roads within and abutting the Specific Plan Area.

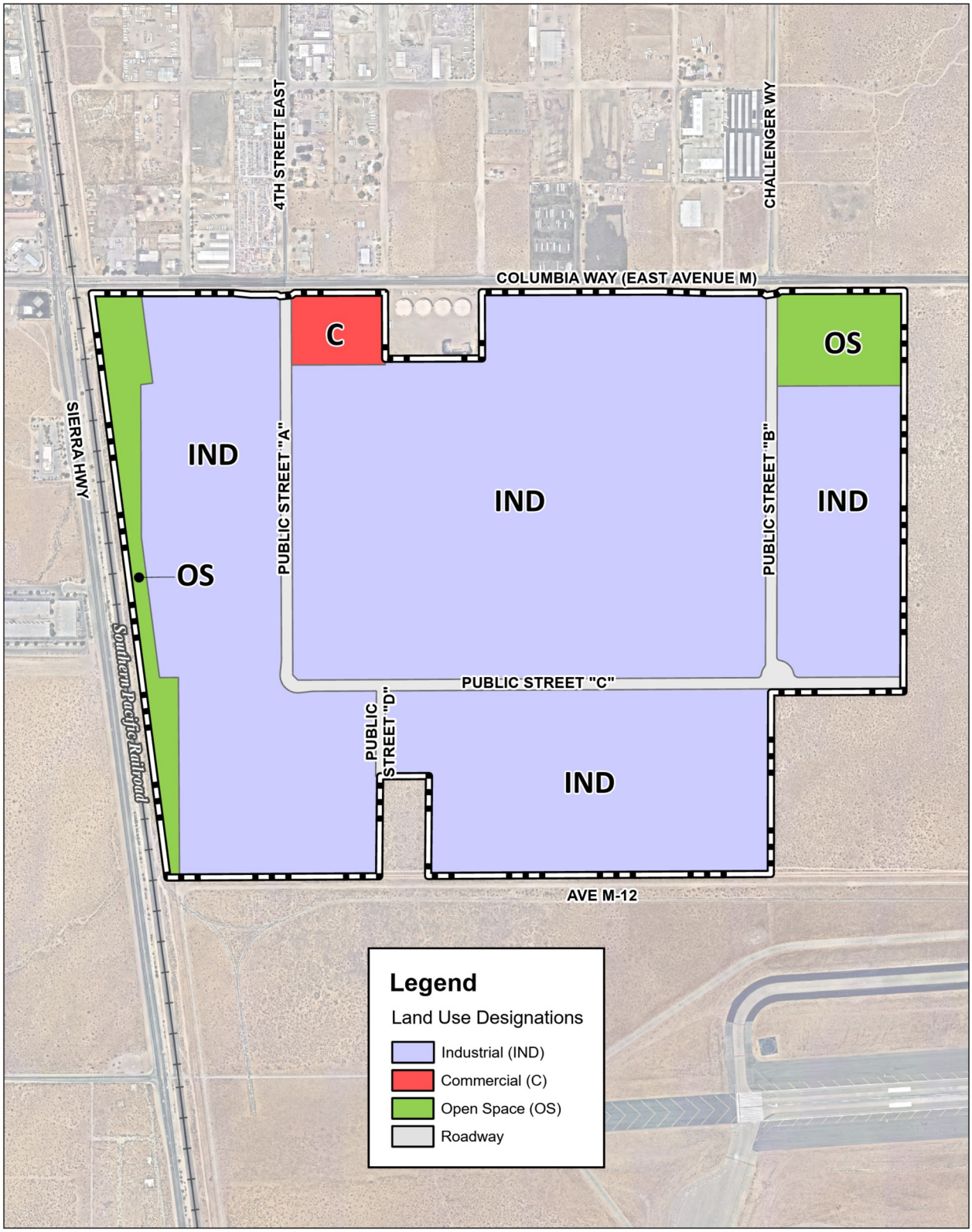
Table 3-1, Land Use Plan Statistical Summary, lists each land use designation and its respective acreage, and maximum development intensity (amount of building square footage allowed for each land use designation). The maximum building square footage allowed within the Specific Plan Area is 8,241,552 square feet (s.f.) for Industrial and 60,984 s.f. for Commercial.

Table 3-1 Land Use Plan Statistical Summary

Land Use Designation	Acres	Maximum Building Sq. Ft.
Industrial	378.4	8,241,552 s.f.
Commercial	7.0	60,984 s.f
Open Space	29.3	n/a
Roadway	18.2	n/a
Total Acreage	**432.9**	

Notes:

1. Acreages are approximate and subject to survey verifications.



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 3-1

Land Use Plan

3.2.1 Industrial Land Use Designation

The Industrial land use designation covers a total of 378.4 acres. A maximum of 8,241,552 s.f. of building space is allowed across the Industrial land use designation. Public streets are provided to facilitate vehicular access to and from the uses in the Industrial area from two access points at Columbia Way (East Avenue M).

The industrial buildings are envisioned to provide for a range of manufacturing, warehouse/storage, fulfillment center, parcel hub, light industrial operations, and similar activities or uses. Outdoor operations and storage are allowed, provided that such areas are generally screened from public rights-of-way (ROW) and are ancillary to an indoor industrial business. Amenities such as kitchens, locker rooms, and showers to support the daily needs of employees, are also allowed. Refer to Table 5-1, *Permitted Uses*, for a comprehensive list of uses.

3.2.2 Commercial Land Use Designation

The Commercial land use designation covers a total of 7.0 acres. This area is located in the northwestern portion of the Specific Plan Area abutting Columbia Way (East Avenue M). A maximum of 60,984 s.f. of building space is allowed within the Commercial land use designation.

The Commercial designation allows for commercial retail, restaurants, and small-scale retail commercial goods and services intended to benefit residents, employees, and visitors in and around the Specific Plan Area and surrounding neighborhoods.

3.2.3 Open Space Land Use Designation

The Open Space land use designation covers 29.3 acres and is in the northeastern and western portions of the Specific Plan Area. The western Open Space land use area includes Joshua Tree conservation and a regional water detention basin, while the northeastern area provides for water quality retention/detention basins.

CHAPTER 4 – INFRASTRUCTURE PLAN

4.1 CIRCULATION AND ACCESS PLAN

The Antelope Valley Commerce Center Circulation and Access Plan provides direct, safe, and convenient access for visitors, employees, and goods movement to and from the Specific Plan Area. Components of the Circulation and Access Plan are discussed and illustrated on the following pages.

4.1.1 Vehicular Circulation

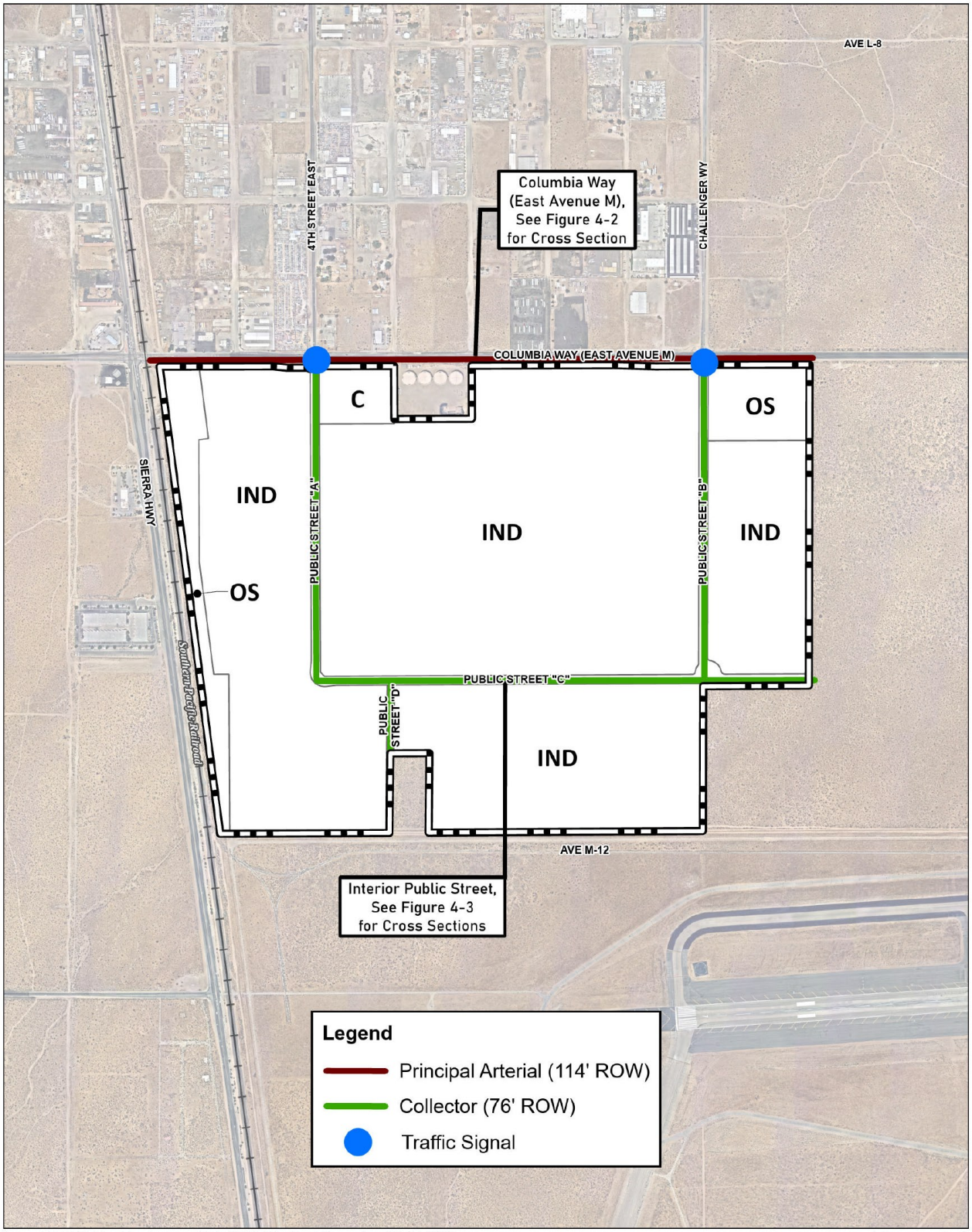
Columbia Way (East Avenue M) and the Southern Pacific Rail Line form the northern and western borders the Specific Plan Area, respectively. Columbia Way (East Avenue M) is the only street providing direct access to the Antelope Valley Commerce Center. The Southern Pacific Railroad and the Sierra Highway Bike Trail form a buffer between Sierra Highway and the Specific Plan Area, preventing direct access to Sierra Highway.

Public Streets "A", "B" "C", and "D" provide interior access within the Specific Plan Area. Public Streets "A" and "B" are north-south oriented roadways connecting with Columbia Way (East Avenue M). Public Street "A" is aligned with 4th Street East to form a 4-way intersection with Columbia Way (East Avenue M), and Public Street "B" is aligned with Challenger Way to form a 4-way intersection with Columbia Way (East Avenue M). Public Street "C" is an internal east-west oriented roadway connecting Public Street "A" and Public Street "B". Public Street "D" is an internal north-south oriented roadway connecting Public Street "C" and properties south of the Specific Plan Area. The ultimate alignment of Public Streets "B" and "C" is to be determined and designed in conjunction with implementing development plans since the final site plans are not yet determined at the time this Specific Plan was prepared.

Traffic signals are planned where Public Street "A" and Public Street "B" intersect with Columbia Way (East Avenue M), forming 4-way intersections with 4th Street East and Challenger Way, respectively. Additional traffic controls (traffic signals and/or stop signs) and the location and orientation of private driveways serving individual buildings will be determined as part of implementing development plans.

Figure 4-1, *Vehicular Circulation and Access Plan*, illustrates the vehicular circulation plan for the Specific Plan Area. Final intersection designs, intersection spacing, intersection right-of-way, and traffic controls must conform to all applicable City Standards to the satisfaction of the City Engineer.

The following pages describe and illustrate the primary components of the vehicular circulation network for the Antelope Valley Commerce Center Specific Plan. Refer to Chapter 7, *Implementation Plan*, for additional circulation improvement standards pertaining to phasing.



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 4-1

0 312.5 625 1,250 Feet

Conceptual Vehicular Circulation and Access Plan

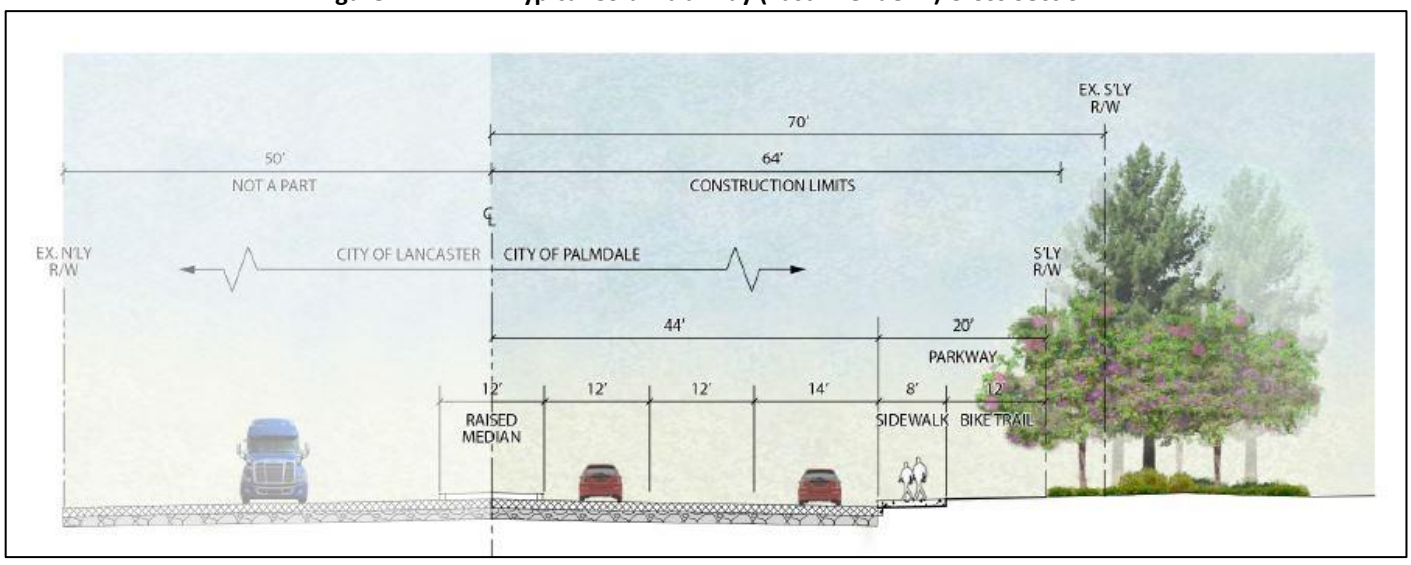
A. Columbia Way (East Avenue M) (114-Foot ROW)

Columbia Way (East Avenue M) forms the jurisdictional border between the City of Palmdale and City of Lancaster, which is established at the street centerline. As discussed further within Chapter 7, the first phase of development will include improvements to the south side of the segment of Columbia Way (East Avenue M) located between Sierra Highway and the eastern edge of the Specific Plan boundary.

Columbia Way (East Avenue M) forms the northern boundary of the Specific Plan Area and is the only direct access from off-site areas to the Specific Plan Area. Street improvements will primarily be to the southern section of the roadway, along the Specific Plan Area frontage.

As depicted in Figure 4-2, *Typical Columbia Way (East Avenue M) Cross Section*, Columbia Way (East Avenue M) provides for a 114-foot right-of-way with 50 feet of right-of-way being north of the centerline and 64 feet being to the south. The proposed ROW will eliminate 6 feet of existing ROW south of the centerline from 70 feet to 64 feet. A 12-foot-wide raised center median is established along this segment. Three eastbound traffic lanes are established within the 44 feet of paved roadway, including two 12-foot-wide travel lanes and one 14-foot-wide travel lane. In addition to the travel lanes, a 20-foot-wide curb-adjacent parkway is also provided. Within the 20-foot-wide parkway, an 8-foot-wide sidewalk is provided for pedestrian access and a 12-foot-wide bike trail is provided for cyclists. Columbia Way (East Avenue M) will maintain the same street layout throughout the frontage of the Specific Plan Area with exception for a tapering of roadway necessary to accommodate a reduced ROW along the LA County Waterworks District (LACWD) property and existing utility infrastructure.

Figure 4-2 Typical Columbia Way (East Avenue M) Cross Section



Traffic signals are located at the intersection of Columbia Way (East Avenue M) and 4th Street East and the intersection of Columbia Way (East Avenue M) and Challenger Way. Traffic signals and intersection layouts are subject to change based on the results and recommendations from a traffic study and/or the City Engineer. The developer(s) of the Antelope Valley Commerce Center are responsible for installation of the traffic signals. All improvements to Columbia Way (East Avenue M) are to comply with applicable City of Palmdale requirements, including sight distance requirements. Buildings located in the northern

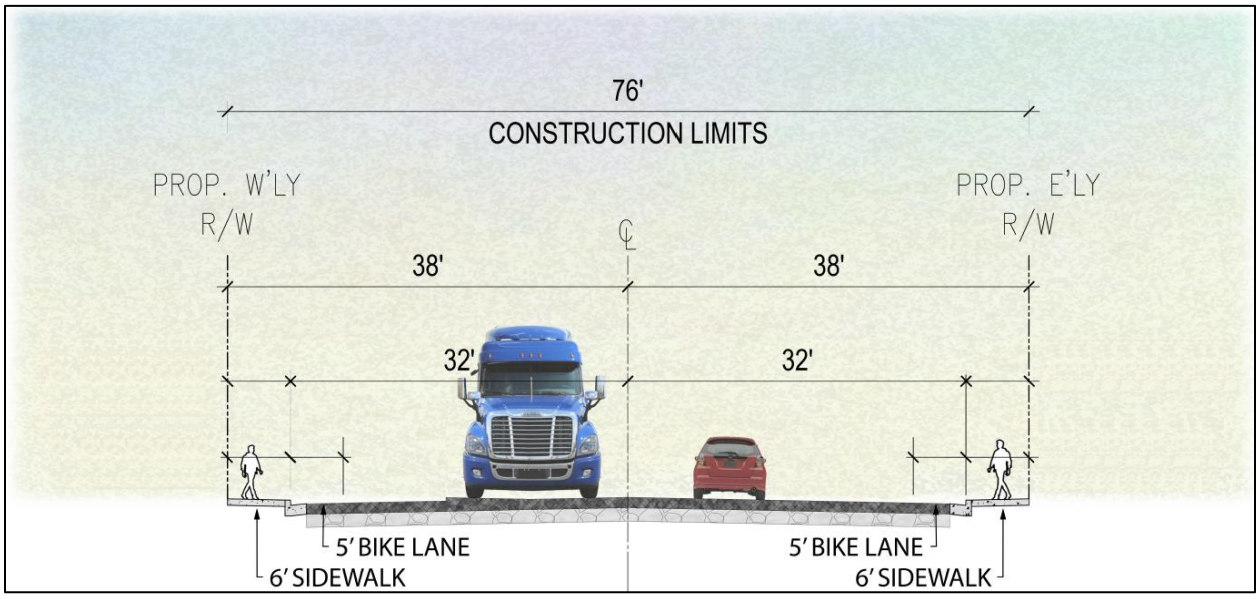
portion of the Specific Plan Area connect to Columbia Way (East Avenue M) via direct driveways. Final driveway locations connecting with Columbia Way (East Avenue M) is to be determined in conjunction with the approval of the design of each of implementing development plan. For landscaping guidelines along Columbia Way (East Avenue M), refer to Chapter 6, *Design Guidelines*, of this Specific Plan.

B. Interior Public Streets (76-Foot ROW)

The interior public streets are classified as collector streets and provide circulation access within the Antelope Valley Commerce Center Specific Plan Area. Public Street "A" provides access to the western portions of the Specific Plan Area including the Industrial land use and the Commercial land Use; Public Street "B" provides access to the eastern portions of the Specific Plan Area including the Industrial land use and the water quality retention basin; Public Street "C" connects Public Street "A" and Public Street "B" and provides access to the southern portion of the Specific Plan Area; and Public Street "D" provides access to the southern portion of the Specific Plan Area as well as offsite access to properties south of the Specific Plan Area. The exact alignment of Public Streets "A", "B", "C", and "D" is to be determined in conjunction with approval of each individual development plan.

As depicted in Figure 4-3, *Interior Public Streets Cross Section*, the developer(s) of the Antelope Valley Commerce Center are to construct the entirety of the 76-foot-wide interior public streets, which consist of 64 feet of pavement and a 6-foot-wide curb adjacent sidewalk on both sides of the roadways. Within the 64 feet of pavement, a 5-foot-wide bike lane is provided on both sides of the roadway. As previously identified in Section 4.1.1A above, traffic signals will be located at the intersection of Public Street "A" and Columbia Way (East Avenue M) and at the intersection of Public Street "B" and Columbia Way (East Avenue M). All improvements to the interior public streets are required to comply with applicable City of Palmdale requirements, including sight distances.

Figure 4-3 Interior Streets Cross Section



Buildings within the Specific Plan Area connect to the interior public streets via direct driveway connections along the interior public streets. Final driveway locations are determined in conjunction with the approval of the design of each implementing development plan. For landscaping guidelines within the Interior Streets, refer to Chapter 6, *Design Guidelines*, of this Specific Plan.

C. *Private Drive Aisles*

Private Drive Aisles connect individual planning areas to the roadways described above. Within each planning area, Private Drive Aisles provide vehicular access for automobiles and trucks to parking lots, truck lots, loading dock areas, etc. Private Drive Aisles are not depicted on Figure 4-1, *Conceptual Vehicular Circulation and Access Plan*, because their locations, alignments, and widths will be determined in conjunction with the approval of the design of each implementing development plan.

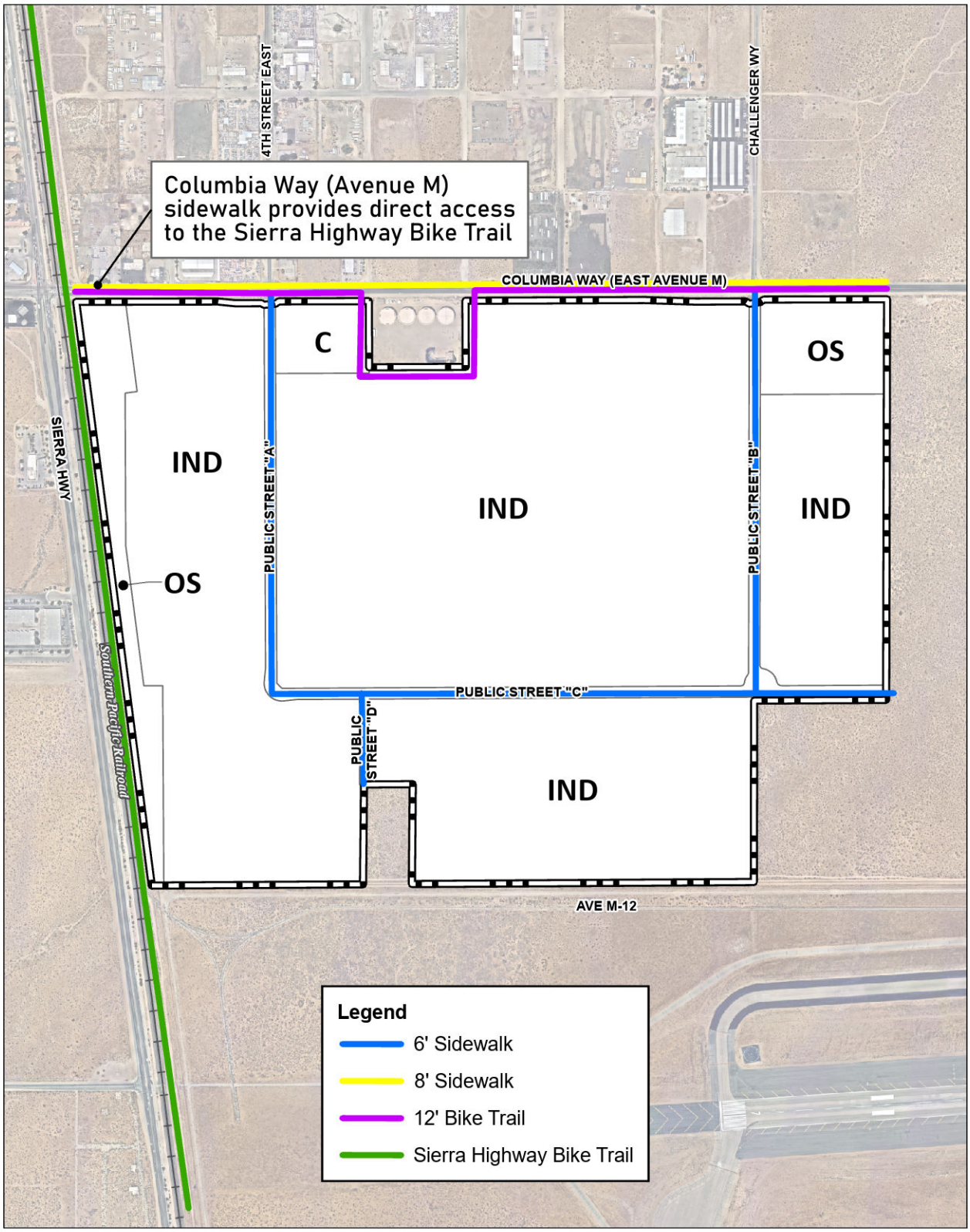
4.1.2 Non-Vehicular Circulation

The Antelope Valley Commerce Center Specific Plan encourages access and circulation by employees and visitors via non-motorized means. Pedestrian circulation is encouraged within the Specific Plan Area through a network of sidewalks. Additional pedestrian pathways are designed on individual building sites at the time buildings are designed and positioned in each Planning Area as part of the approval of each implementing development plan.

As illustrated on Figure 4-4, *Non-Vehicular Circulation and Mobility Plan*, the Antelope Valley Commerce Center Specific Plan provides for sidewalks or trails in the public rights-of-way along the sides of the following streets: south side of Columbia Way (East Avenue M); and both sides of Public Streets “A”, “B”, “C”, and “D”. Pedestrian crosswalks in all directions are identified at signalized intersections along Columbia Way (East Avenue M) to ensure pedestrian safety.

As illustrated on Figure 4-4, *Conceptual Non-Vehicular Circulation and Mobility Plan*, the Specific Plan provides for a 20-foot-wide parkway that includes an 8-foot-wide sidewalk and a 12-foot-wide bike trail to provide bicycle and pedestrian access to the site and surrounding area. This segment provides direct connection to the Sierra Highway Bike Trail, which provides employees and visitors ease of access to an existing regional trail system. To provide a 12-foot-wide bike trail throughout the entire frontage of the Specific Plan Area that will ensure pedestrian and bicyclist safety, the bike trail would need to loop around the Los Angeles County Waterworks District (LACWD) property abutting the Specific Plan Area as the current Columbia Way (East Avenue M) right-of-way design does not provide sufficient width to implement the parkway along Columbia Way (East Avenue M) in front of the LACWD property. Additionally, the Antelope Valley Commerce Center Specific Plan provides for 6-foot-wide sidewalks and 5-foot-wide bike lanes on both sides of Public Streets “A”, “B”, “C”, and “D”.

The 7.1-mile-long Sierra Highway Bike Trail is a commuter and recreational all-weather surface trail running between the Palmdale and Lancaster Metrolink Train Stations, located adjacent to Sierra Highway and the Southern Pacific Rail Line. The Specific Plan Area is located at the midpoint of the Sierra Highway Bike Trail being approximately 3.5 miles north of the Palmdale Metrolink Station and 3.5 south of the Lancaster Metrolink Station. Residents and commuters can use alternative modes of transportation, such as bikes, electric bikes, or electric scooters, to travel to and from the Antelope Valley Commerce Center Specific Plan Area via the Sierra Highway Bike Trail.



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 4-4

Conceptual Non- Vehicular Circulation and Mobility Plan

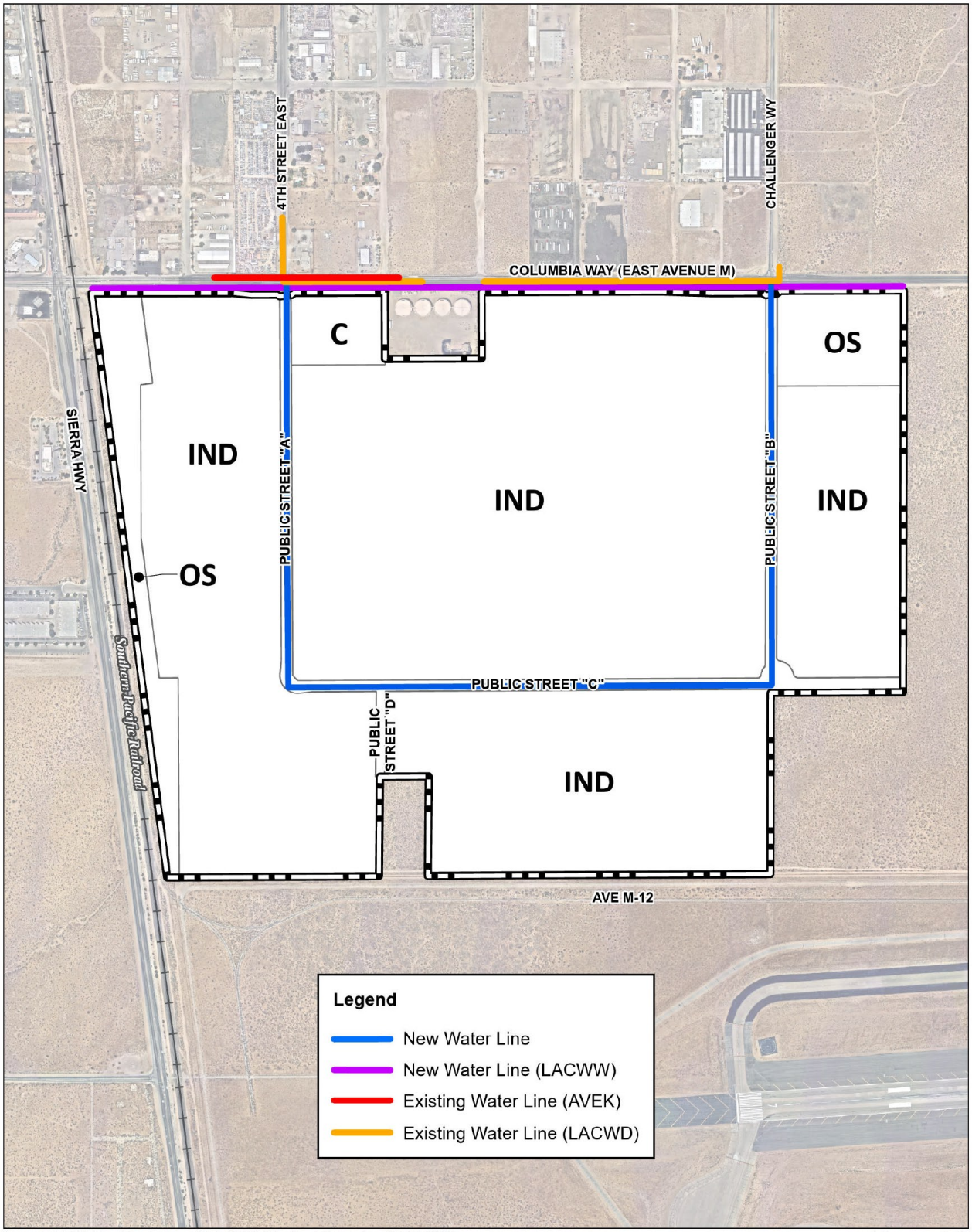
4.2 UTILITY INFRASTRUCTURE PLAN

Buildout of the Antelope Valley Commerce Center requires the installation of water, sewer, drainage, and other utility infrastructure, as described herein. Utilities proposed in this section will be installed when the roadway is constructed even if the proposed utility is needed for a later phase. All utility infrastructure improvements shall be constructed in accordance with applicable Los Angeles County Waterworks and City of Palmdale design standards and specifications. Refer to Chapter 7, *Implementation Plan*, for phasing of the proposed infrastructure.

4.2.1 Potable Water Plan

Potable water service for the Specific Plan Area is provided by the Los Angeles County Waterworks District – Region 4 (LACWD). As depicted on Figure 4-5, *Potable Water Infrastructure Plan*, existing LACWD water lines range from 30-inch to 48-inch in diameter and are located within the Columbia Way (East Avenue M) right-of-way, which will provide service to the Specific Plan Area. In addition to the LACWD water line, a 30-inch diameter Antelope Valley-East Kern Water Agency water line is located along the Columbia Way (East Avenue M) right-of-way, at the 4th Street East intersection.

The Specific Plan Area requires the planning, design, and construction of the potable water systems, which includes installing water lines within the Public Street "A", "B", and "C" rights-of-way, and a Los Angeles County Water Works (LACWW) water line will be installed along Columbia Way (East Avenue M). The proposed water lines will connect to the existing LACWW water line at the intersection of Public Street "A" and Columbia Way (East Avenue M) and at Public Street "B" and Columbia Way (East Avenue M). The final sizing and design of the potable water system is subject to review and approval by the City's engineer.



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

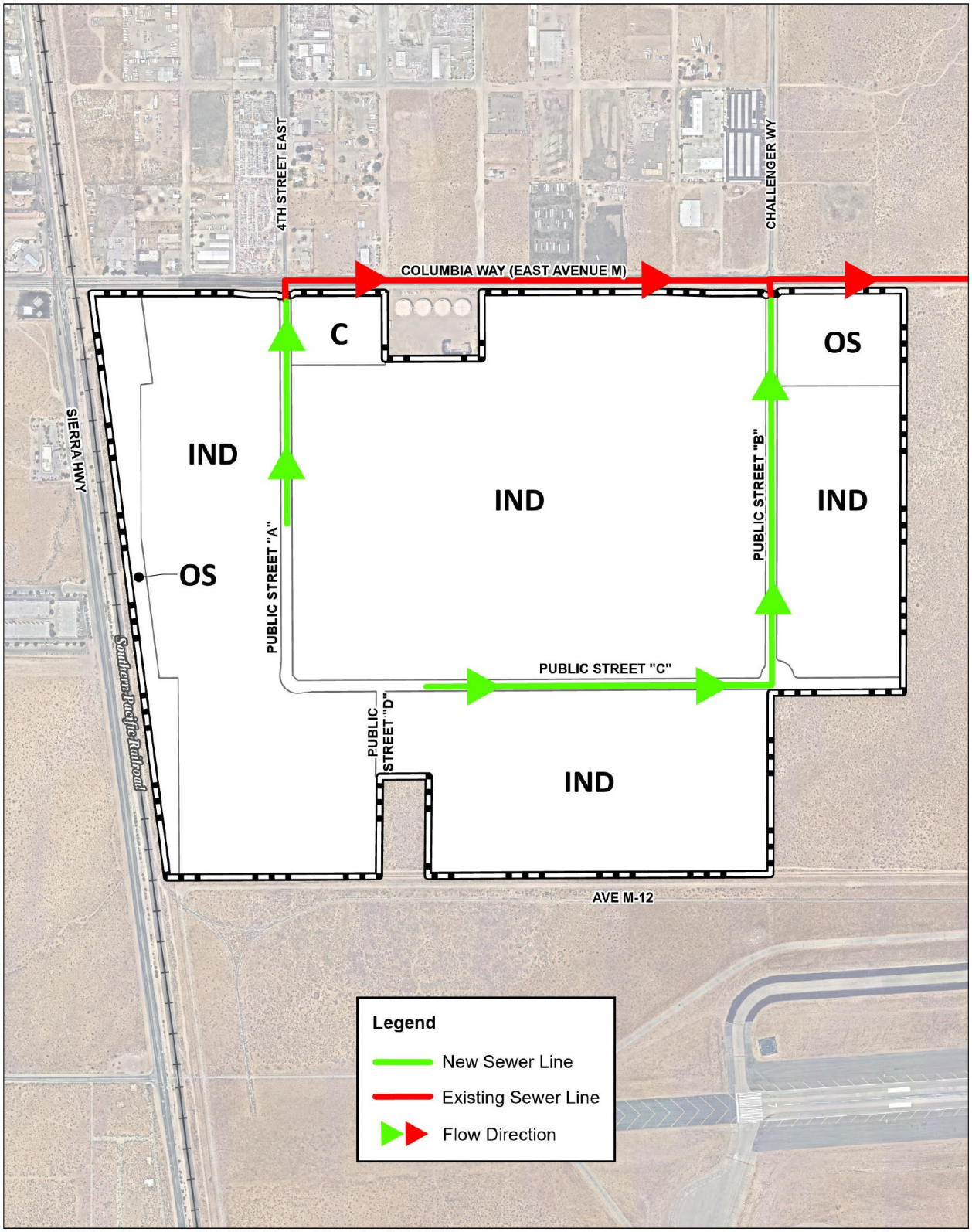
Figure 4-5

4.2.2 Sanitary Sewer Plan

Sanitary sewer service for the Specific Plan Area is provided by the City of Palmdale. As depicted on Figure 4-6, *Sanitary Sewer Infrastructure Plan*, existing sanitary sewer (SS) lines are located within the Columbia Way (East Avenue M) right-of-way to the north of the Specific Plan Boundary.

The Specific Plan Area requires the planning, design, and construction of the sanitary sewer system, which includes installing sanitary sewer lines along the Public Street "A", "B", and "C" rights-of-way. The proposed sanitary sewer lines will connect to the existing sanitary sewer line at the intersection of Public Street "A" and Columbia Way (East Avenue M) and Public Street "B" and Columbia Way (East Avenue M). The proposed sanitary sewer Line in Street "A" will remain independent from the proposed sanitary sewer lines in the rest of the Specific Plan Area, serving only the western portion of the Specific Plan Area.

As part of the approval process, a Preliminary Sewer and Hydrology Study for the Specific Plan Area will be submitted concurrently with this Specific Plan. The final design of sizing of the public sewer, including potential upgrade or extension of the existing mainline along Columbia Way (East Avenue M), is subject to review and approval by the City's engineer.



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 4-6

4.2.3 Storm Water Management Plan

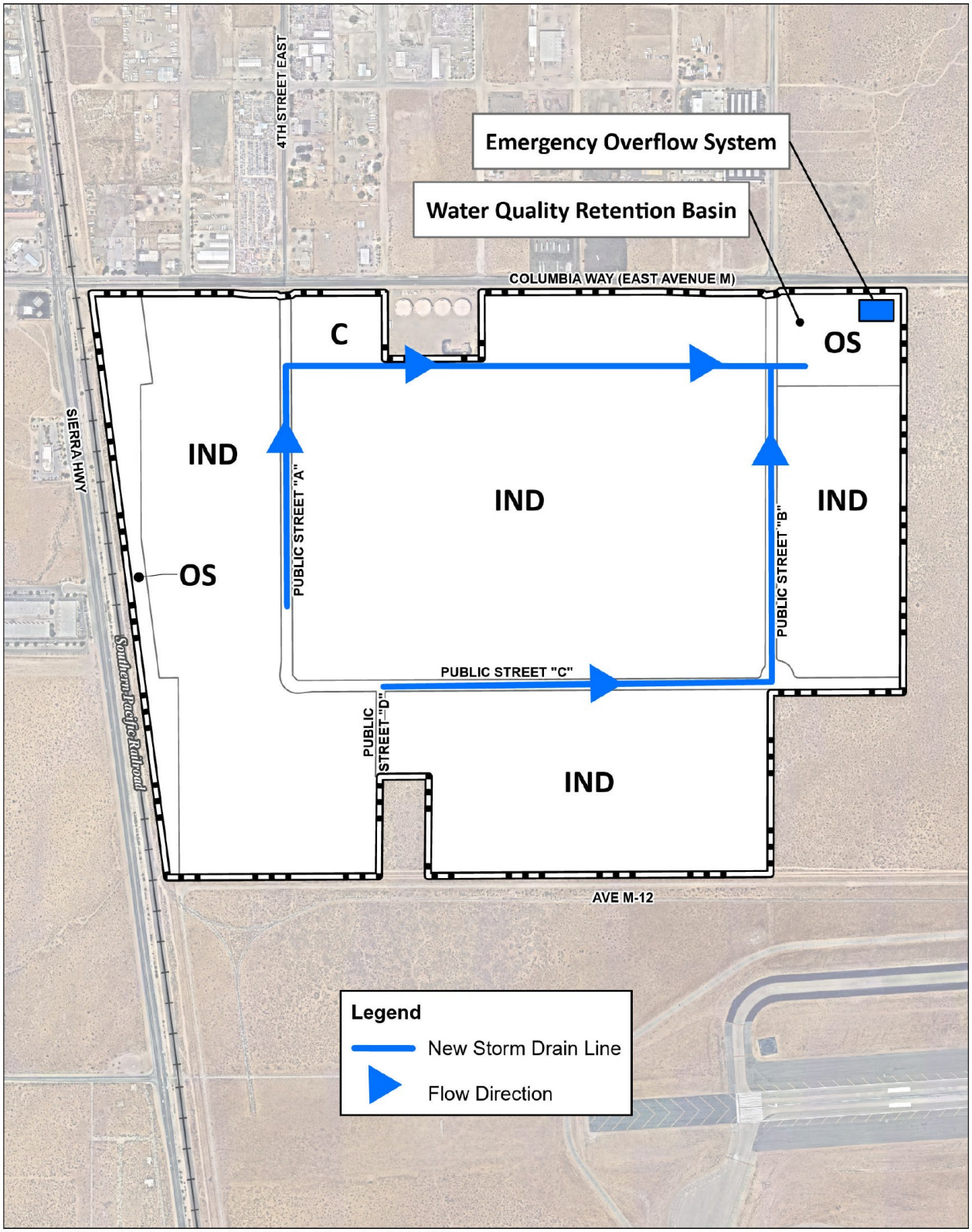
The master storm drainage system for the Antelope Valley Commerce Center is shown in Figure 4-7, *Storm Drain Infrastructure Plan*. Improvements include the construction of storm drains along segments of Public Street "A", segments of Public Street "B", segments of Public Street "C", and within the northern portion of the central Industrial lot extending east towards the water quality retention basin in the northeastern portion of the Specific Plan area.

The storm drain system proposed in the Antelope Valley Commerce Center Specific Plan would provide two paths of travel that would ultimately convey storm water to a water quality retention basin in the northeastern portion of the Specific Plan Area. As shown in Figure 4-7, storm water will generally be conveyed in either of the following paths: north via the Public Street "A" storm drain line then east via the storm drain line in the northern portion of the central Industrial lot; or east via the Public Street "C" storm drain line then north via the Public Street "B" storm drain line. The proposed drainage basin will be adequately sized to serve the Specific Plan Area storm water needs. In the event that the maximum basin capacity is reached, an emergency overflow system will direct storm water out to Columbia Way (East Avenue M), to follow historical storm water flow pattern. The final sizing and design storm drain system is subject to review and approval by the City's engineer.

Each storm drain will be equipped with a hydrodynamic separator or City approved equal device to satisfy the statewide trash mandate. Each device will be approved by and listed on the Certified Full Capture System List of Trash Treatment Control Devices of the State Water Resources Control Board (SWRCB).

A. Airport Compatibility

The Specific Plan Area is located in the Palmdale Regional Airport Influence Area. The Federal Aviation Administration (FAA) identified stormwater management facilities as one of the greatest attractants to wildlife hazardous to airport operations. For this reason, the Water Quality Retention Basin proposed for the northeast segment of the Specific Plan Area will be designed to avoid the creation of open water and habitat by being designed to drain completely within a maximum 48-hour period following design storm event (i.e., 24-hour storm) and remain totally dry between storm events.



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 4-7

0 250 500 1,000 Feet

4.2.4 Dry Utilities

Southern California Gas Company and Southern California Edison provide natural gas and electricity to the Antelope Valley Commerce Center Specific Plan Area, respectively. As shown in Figure 4-8, *Dry Utility Infrastructure Plan*, natural gas and dry utility lines will be installed to connect to existing gas and dry utility lines at Columbia Way (East Avenue M) to the east of the Specific Plan Area. Gas lines will be stubbed and available for service as requested by future tenants in conjunction with approval of the design of each implementing development plan. Telephone/fiber/cable service is offered by multiple carriers, including AT&T, Frontier, Spectrum and Verizon.

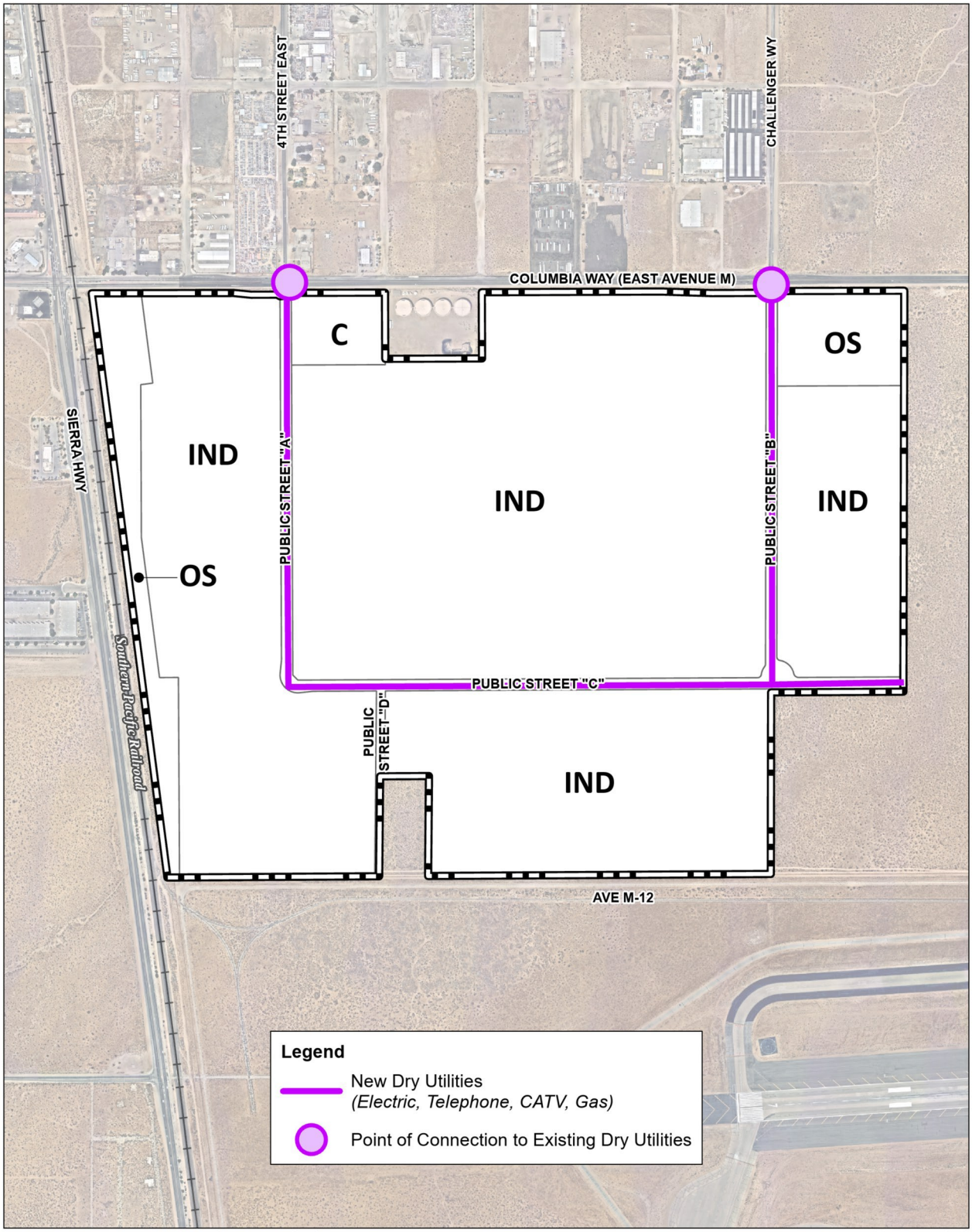
4.2.5 Solid Waste

The solid waste provider for businesses within the Antelope Valley Commerce Center Specific Plan is Waste Management. Solid waste and recycling are taken to the Antelope Valley Recycling & Disposal Facility.

Starting in January 2022, California Senate Bill 1383 and Assembly Bill 1826 requires businesses to recycle organic materials, such as food waste, food soiled paper, and landscaping materials. The Specific Plan Area must provide separate bins for organic waste and must provide businesses within the Specific Plan Area for organic recycling services. Furthermore, per Assembly Bill 341, the Specific Plan Area is also required to provide recycling services for all businesses that generate more than four cubic yards or more of trash per week.

4.3 GRADING

The natural topography of the Antelope Valley Commerce Center site is relatively flat. No unique or unusual grading conditions exist and substantial importing or exporting of material is not expected. The main grading objectives are to provide development pads for construction, balance the cut and fill grading quantities on site, and meet all necessary City of Palmdale building standards and infrastructure gradient requirements.



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 4-8

0 250 500 1,000 Feet

Dry Utilities Infrastructure Plan

CHAPTER 5 – DEVELOPMENT REGULATIONS

5.1 PURPOSE AND INTENT

This chapter formally establishes the use permissions and development standards (zoning) for the Antelope Valley Commerce Center property. The regulations provided herein, together with the architectural and landscape guidelines set forth in Chapter 6, *Design Guidelines*, will regulate the development of buildings and other physical features in the Antelope Valley Commerce Center Specific Plan Area.

5.2 APPLICABILITY

The regulations set forth in this chapter apply to all development plans or agreements, tract or parcel maps, site plans, or any other action requiring administrative or discretionary approval within the Antelope Valley Commerce Center Specific Plan Area. Whenever the development standards contained herein differ from those contained in the City's Municipal Code, the provisions of this Specific Plan shall take precedence. Any development standard, condition, or situation not specifically addressed herein shall be subject to the applicable requirements of the City's Municipal Code.

5.3 PERMITTED, CONDITIONAL, MINOR USES, AND ANCILLARY USES

The Antelope Valley Commerce Center Specific Plan Area may be developed, divided, and/or used for those activities listed in Table 5-1, *Permitted Uses Table*. Table 5-1 lists the permitted, conditionally permitted, minor use, and accessory land uses for each land district established by this Specific Plan (Industrial, Commercial, and Open Space). For a list of definitions of each land use, refer to Appendix B, *Land Uses Definitions*. A land use not listed in Table 5-1 is a prohibited use unless otherwise allowed pursuant to the procedures described in Chapter 7, *Implementation Plan*, or applicable interpretations and determinations established by the City's Municipal Code.

The entire Specific Plan Area is located within the Air Force Plant 42 Influence Area that may limit land uses. Refer to the Air Force Plant 42 Air Installation Compatible Use Zone (AICUZ) Report and the Los Angeles County Airport Land Use Plan for additional applicable land use restrictions.

The symbols shown in Table 5-1 have the following meanings:

- **"P"** means the land use is permitted by right, subject to the development standards applicable to that land use district.
- **"C"** means the land use is conditionally permitted, subject to the approval of a Conditional Use Permit in accordance with the requirements specified herein.
- **"M"** means the land use is permitted through the approval of a Minor Use Permit in accordance with the requirements specified herein.
- **"A"** means the land use is ancillary to the permitted or conditionally permitted land uses. An ancillary land use is subordinate to and supports the primary permitted or conditionally permitted land use.

Table 5-1 Permitted Uses

Use Legend: Permitted Use = "P" Conditional Use = "C" Minor Use = "M" Ancillary Use = "A" Prohibited Use = "---"

Land Use	Land Use District			Notes
	Industrial	Commercial	Open Space	
Warehouse, Transportation, Freight and Storage Services				
Courier and Delivery Services, including Parcel and Package Delivery	P	---	---	
Cold Storage Plants	C	---	---	Chilled, cooled, and freezer warehouse space is limited to a max. of 860,000 s.f. within the Specific Plan Area.
Data Processing Center	P	---	---	
Fulfillment Center	P	---	---	
Furniture Moving and Storage	P	---	---	
Industrial Retail Sales - Up to 20,000 s.f.	P	---	---	
Industrial Retail Sales - Over 20,001 s.f.	C	---	---	
Industrial Robotics Manufacturing and Assembly	P	---	---	
Truck and Trailer Storage	P	---	---	
Truck Terminal	P	---	---	
Warehousing of materials or products for which a conditional use permit is not required for the manufacture, storage, distribution, or wholesale of that product.	P	---	---	
Manufacturing				
Aircraft and Component Parts; Manufacture, Testing, Modification, Repair, Overhaul and Storage of	P	---	---	
Alcoholic Beverages; distilling, bottling, wholesale, and distribution	C	---	---	
Apparel and Textile Products	P	---	---	
Chemicals and Related Products	P	---	---	
Concrete and Related Construction Materials	P	---	---	
Electronic and Electrical Equipment	P	---	---	
Fabricated, Machine, and Sheet Metal Shops	P	---	---	
Food Products	P	---	---	
Furniture and Fixtures; distribution, manufacturing, and refinishing	P	A	---	Ancillary to retail sales in Commercial District
Miscellaneous Manufacturing and Industries	P	---	---	Includes medical equipment and supplies; jewelry and silverware; sporting and athletic goods; toys; office

Use Legend: Permitted Use = "P" Conditional Use = "C" Minor Use = "M" Ancillary Use = "A" Prohibited Use = "---"

Land Use	Land Use District			Notes
	Industrial	Commercial	Open Space	
				supplies; signs; and other misc. manufacturing.
Paper Printing, Published, and Allied Products	P	---	---	
Plastics and Rubber Products (manufacturing and assembly)	C	---	---	
Transportation Equipment	P	---	---	
Weapons and/or Ammunition; storage and warehousing	C	---	---	
Wood Products	P	A	---	Ancillary to retail sales in Commercial District
Public, Quasi-Public and Institutional Uses				
Electric Vehicle Charging Stations	A	M	---	
Fire/Police stations	P	P	---	
Post Office and Distribution Center	P	P	---	Permitted without distribution in the Commercial District
Public Utilities/Public Works Storage and Maintenance Yards	P	---	---	
Utility Facilities	P	P	---	
Retail, Personal, and Food Services				
Automotive Parts and Supplies	C	P	---	Wholesale only permitted in Industrial; Retail only permitted in Commercial District
Barber and Beauty Services	---	P	---	
Building Materials and Supplies	---	M	---	
Caterers and Mobile Food Services	---	M	---	
Cafe/Bakery	---	P	---	
Convenience Market	---	P	---	
Delicatessens and Sandwich Shops	A	P	---	
Dry cleaners and Launderers	---	P	---	Facility not to exceed 10,000 square feet in size
Restaurants, with or without a Drive-Through	---	P	---	
General Retail Stores	---	P	---	Store not to exceed 10,000 square feet in size
Gyms and Fitness Studios	---	M	---	
Machinery, Equipment, and Supplies	P	C	---	
Mail Order Businesses (excluding warehousing)	---	P	---	
Microbrewery, Brewpub, or Winery	---	M	---	

Use Legend: Permitted Use = "P" Conditional Use = "C" Minor Use = "M" Ancillary Use = "A" Prohibited Use = "---"

Land Use	Land Use District			Notes
	Industrial	Commercial	Open Space	
Plumbing and Heating Equipment and Supplies	---	P	---	
Miscellaneous Services and Other Uses				
Automobile and truck repair garages	A	C	---	Limited to basic maintenance such as tire repairs, oil changes, and other minor non-engine vehicle maintenance
Fueling Stations	C	C	---	
Equipment Rental	---	C	---	
Professional/Administrative Office	P	P	---	
Laboratories, Research and Development, and Testing Services	P	---	---	
Linen and Uniform Laundry Services	P	---	---	
Natural Areas, Open Space Areas, Biological Preserves	---	---	P	
Motion picture and sound studios, editing, sound mixing, and associated material storage	P	---	---	Outdoor studio or storage requires CUP
Water Detention, Retention, and Water Quality Basins	---	---	P	
Outdoor Storage	A	A	---	See Section 5.7 of this Specific Plan for development standards of outdoor storage.
Temporary Uses	M	M	---	See Palmdale Municipal Code for temporary uses list and requirements

5.4 INDUSTRIAL DEVELOPMENT STANDARDS

The following standards establish the development criteria that shall apply within the Industrial land use designation of this Specific Plan. As depicted in Figure 5-1, *Palmdale Regional Airport Influence Area*, the entire Specific Plan is located within the Palmdale Regional Airport Influence Area that may limit building height, land uses, and FAR based on the proposed land use. Refer to the Los Angeles County Airport Land Use Plan for additional applicable land use restrictions.

Table 5-2 Development Standards - Industrial

Site Requirements	
Minimum Lot Size	20,000 SF
Minimum Lot Width	N/A
Maximum Building Height [1, 2]	75 feet
Minimum Landscape Coverage for building areas/lots fronting Columbia Way (East Avenue M)[3] (Landscaping shall include plantings (trees, shrubs, groundcovers, vines) and may include walkways, benches, trellises, fencing, walls, and related amenities.)	10%
Minimum Landscape Coverage for buildings not Fronting Columbia Way (East Avenue M)[4]	None
Notes: 1. No windows, stairways, or other areas where people could look out onto adjacent properties shall be permitted above the first floor on the side of a building which faces and has view of properties south and east of the Specific Plan Area. 2. Building Heights as measured in feet above mean sea level to the highest point of the building require FAA approval and shall not exceed the height restriction set by the Federal Aviation Regulations Part 77 guidelines. 3. Minimum landscape coverage shall apply to the entire lot or site and setback areas, including parking lots and drive aisles. 4. Buildings not fronting Columbia Way (East Avenue M) shall adhere to the minimum setback requirements and minimum parking lot landscape standard listed below along with street tree standards listed in Section 5.7.(3) of this Specific Plan.	
Minimum Setback Requirements[1]	
Columbia Way (East Avenue M) [2, 3]	20 feet, minimum 10 feet of the setback area shall be landscaped.[4]
Local and Collector Streets [2, 3]	10 feet, minimum 6 feet of the setback area shall be landscaped.[4]
Interior Lot Line	0 feet
Notes: 1. Setbacks shall be measured from property line to the edge of a building. 2. All minimum setback areas along Columbia Way (East Avenue M) and public local and collector streets shall be fully landscaped. Landscaping shall include plantings (trees, shrubs, groundcovers, vines) and may include walkways, utility boxes and apparatus, and areas containing benches, trellises, thematic fencing, walls, and related amenities.) 3. Building eaves, roof projections, awnings, stair landings, and similar architecture features and other architectural projections may project into a building setback up to a maximum of five feet. 4. For landscape standards along setback area, refer to Section 6.6.3, *Streetscapes*, of this Specific Plan.	
Minimum Parking Space, Parking Space Size, Drive Aisle, and Parking Lot Landscaping Requirements	
Passenger Vehicle Parking Requirements[1]	
Warehouse, Transportation, Freight and Storage Services	0.5 spaces for each 1,000 square feet or 1 space for each employee, whichever is less, plus space to accommodate all service trucks and vehicles.
Manufacturing	Two spaces for each 1,000 square feet, plus space to accommodate all service trucks and vehicles.
Public, Quasi-Public and Institutional Uses	2.5 spaces for each 1,000 square feet of gross floor area.

Food Services	Greater of: one space for every three seats or six spaces for every 1,000 square feet for indoor areas. For outdoor dining area: one space for every 150 square feet of outdoor dining and seating area over 450 square feet in size.
Retail and Personal Services	Five spaces per 1,000 square feet for the first 5,000 square feet, and four spaces per 1,000 square feet for all additional area.
Miscellaneous Services and Other Uses	Three spaces per 1,000 square feet of gross floor area.
Parking Space Size	
Standard Parking Space Size Minimum	Refer to Table 17.87.090-1, *Parking Space and Drive Aisle Dimensions*, of the Palmdale Municipal Code.
Compact Parking Space Size Minimum[2]	Refer to Table 17.87.090-1, *Parking Space and Drive Aisle Dimensions*, of the Palmdale Municipal Code.
Driving Aisle	
Minimum Driving Aisle Width	12 feet for a one-way drive aisle 26 feet for a two-way drive aisle
Parking Lot Landscaping	
Minimum Landscaping Requirements[3,4]	15% of the parking lot area

Notes:

1. Refer to Section 17.87.060 of the Palmdale Municipal Code, *Required Vehicles Spaces*, for parking space requirements of permitted uses not listed in this table.
2. For developments with 20 or more required parking spaces, up to 25% of the required parking spaces may be compact size.
3. A minimum of one-third of the required landscaping shall be distributed within the interior of all passenger vehicle parking facilities and the remaining two-thirds of the required landscaping shall be provided as peripheral planting on the exterior edges of the parking areas. Refer to City of Palmdale Municipal Code Section 17.87.090.N, *Landscaping*, for additional parking lot landscaping requirements.
4. Landscaping requirements are only applicable to passenger vehicle lots. Truck and trailer parking lots are exempt from the minimum landscaping requirements.

Other Development Standards	
Signage	Signage shall be in conformance with the standards listed in Chapter 6 of this Specific Plan.[1] Sign sizes, heights, etc., shall be per the regulations in Chapter 17.88 of the Palmdale Municipal Code.
Ground and Roof-Mounted Equipment	All ground and roof mounted equipment shall be screened or obscured from view through use of parapets and other architectural features when equipment is visible from adjacent public roadways or the Sierra Highway Bike Trail.[1]
Loading Docks and Truck Parking	Loading docks and truck parking areas shall be visually screened through the use of walls, berms and landscaping from Columbia Way (East Avenue M) and public local and collector streets.
Exterior Light Fixtures	Exterior lighting fixtures shall be downward directed. Pole-mounted lights shall be shielded with the light source oriented away from public streets and/or adjacent properties and have a maximum height of 35 feet. Wall mounted fixtures shall be architecturally compatible with the associated building.[1]
Minimum Trash Enclosure Interior Dimension	15 feet in width by 11 feet in depth
Fence and Wall Height	Eight feet maximum height for fences 12 feet maximum height for walls, with allowance for up to 14 feet if needed for sound attenuation or visual screening of outdoor storage areas or loading docks.[1]
Plant 42 Adjacency Standards	No outdoor balconies, stairways, windows providing direct viewing onto adjacent Plant 42 properties shall be allowed above the first floor of any building or structure.

Note:

1. See Chapter 6 for guidelines and standards pertaining to building architecture, walls, fencing, landscaping, and signage.

5.5 COMMERCIAL DEVELOPMENT STANDARDS

The following standards establish the development criteria that shall apply within the Commercial area of this Specific Plan. As depicted in Figure 5-1, *Palmdale Regional Airport Influence Area,* the entire Specific Plan is located within the Palmdale Regional Airport Influence Area that may limit building height, land uses, and FAR based on the proposed land use. Refer to the Los Angeles County Airport Land Use Plan for additional applicable land use restrictions.

Table 5-3 Development Standards – Commercial

Site Requirements	
Minimum Lot Size	5,000 SF
Minimum Lot Width	N/A
Maximum Individual Tenant Space	20,000 square feet
Maximum Building Height[1]	35 feet
Minimum Landscape Coverage[2] (Landscaping shall include plantings (trees, shrubs, groundcovers, vines) and may include walkways, benches, trellises, fencing, walls, and related amenities.)	10%
Notes: 1. Building Heights as measured in feet above mean sea level to the highest point of the building require FAA approval and shall not exceed the height restriction set by the Federal Aviation Regulations Part 77 guidelines. 2. Minimum landscape coverage shall apply to the entire lot or site and setback areas, excluding parking lots and drive aisles.	
Minimum Setback Requirements[1]	
Columbia Way (East Avenue M)[2,3]	20 feet, minimum 10 feet of the setback area shall be landscaped.[4]
Local and Collector Streets[2,3]	10 feet, minimum 6 feet of the setback area shall be landscaped.[4]
Interior Lot Line	0 feet
Notes: 1. Setbacks shall be measured from property line to the edge of a building. 2. All minimum setback areas along Columbia Way (East Avenue M) and public local and collector streets shall be fully landscaped. Landscaping shall include plantings (trees, shrubs, groundcovers, vines) and may include walkways, utility boxes and apparatus, and areas containing benches, trellises, thematic fencing, walls, and related amenities.) 3. Building eaves, roof projections, awnings, stair landings, and similar architecture features and other architectural projections may project into a building setback by five feet. 4. For landscape standards along setback area, refer to Section 6.6.3, *Streetscapes*, of this Specific Plan.	
Minimum Parking Space, Parking Space Size, Drive Aisle, and Parking Lot Landscaping Requirements	
Parking Requirements[1]	
Public, Quasi-Public and Institutional Uses	2.5 spaces for each 1,000 square feet of gross floor area.
Food Services	Greater of: one space for every three seats or six spaces for every 1,000 square feet for indoor areas. For outdoor dining area: one space for every 150 square feet of outdoor dining and seating area greater than 450 square feet in size.
Retail and Personal Services	Five spaces per 1,000 square feet for the first 5,000 square feet, and four spaces per 1,000 square feet for all additional area.
Miscellaneous Services and Other Uses	Three spaces per 1,000 square feet of gross floor area
Parking Space Size	
Standard Parking Space Size Minimum	Refer to Table 17.87.090-1, *Parking Space and Drive Aisle Dimensions*, of the Palmdale Municipal Code.
Compact Parking Space Size Minimum[1]	Refer to Table 17.87.090-1, *Parking Space and Drive Aisle Dimensions*, of the Palmdale Municipal Code.

Driving Aisle	
Minimum Driving Aisle Width	12 feet for a one-way drive aisle 26 feet for a two-way drive aisle
Parking Lot Landscaping	
Minimum Landscaping Requirements[3]	15% of the parking lot area
Notes: 1. Refer to Section 17.87.060 of the Palmdale Municipal Code, *Required Vehicles Spaces*, for parking space requirements of permitted uses not listed in this table. 2. For development with 20 or more required parking spaces, up to 25% of the required parking spaces may be compact size. 3. A minimum of one-third of the required landscaping shall be distributed within the interior of all passenger vehicle parking facilities and the remaining two-thirds of the required landscaping shall be provided as peripheral planting on the exterior edges of the parking areas. Refer to City of Palmdale Municipal Code Section 17.87.090.N, *Landscaping*, for additional parking lot landscaping requirements.	
Other Development Standards	
Signage	Signage shall be in conformance with the standards listed in Chapter 6 of this Specific Plan.[1] Sign sizes, heights, etc., shall be per the regulations in Chapter 17.88 of the Palmdale Municipal Code.
Ground and Roof-Mounted Equipment	All ground and roof mounted equipment shall be screened or obscured through the use of parapets and other architectural features when equipment is visible from adjacent public roadway or the Sierra Highway Bike Trail. [1]
Exterior Light Fixtures	Exterior lighting fixtures shall be downward directed. Pole-mounted lights shall be shielded with the light source oriented away from public streets and/or adjacent properties and have a maximum height of 35 feet. Wall mounted fixtures shall be architecturally compatible with the associated building.[1]
Minimum Trash Enclosure Interior Dimension	15 feet in width by 11 feet in depth
Fence and Wall Height	Eight feet maximum height for fences 12 feet maximum height for walls, with allowance for up to 14 feet if needed for sound attenuation or visual screening of outdoor storage areas or loading docks.[1]
Note: 1. See Chapter 6 for guidelines and standards pertaining to building architecture, walls, fencing, landscaping, and signage.	

5.6 AIRPORT LAND USE CONSISTENCY

The Specific Plan Area is located within the Air Force Plant 42 Influence Area. All development in the Antelope Valley Commerce Center shall be subject to the mandatory applicable requirements and standards of the Air Force Plant 42 AICUZ Report and the Los Angeles County Airport Land Use Plan and require compliance with all applicable standards and procedures set forth in Federal Aviation Administration Regulations (FAR) Part 77.

The Specific Plan Area is located entirely within the Airport's 65 CNEL noise contour boundary. With the Specific Plan Area being exclusive to industrial, commercial, and open space land uses, no noise limitations are anticipated, though noise exposure and insulation may be needed for commercial uses with greater potential for exposure to elevated noise levels. Further review with the Air Force Plant 42 AICUZ Report concludes that the land uses proposed in Table 5-1 is consistent with the Land Use Compatibility Guidelines and Table 3-5, *Land Use Compatibility, Noise Exposure, and Accident Potential*, of the Air Force Plant 42 AICUZ Report.

The Specific Plan Area is located outside of the Airport's runway protection zones (RPZ) and inner safety zone (ISZ). There are no additional building height restrictions beyond that which may be required by the Federal Aviation Regulations (Part 77) guidelines.

Given the proximity of the Specific Plan Area to the Air Force Plant 42, developers within the Specific Plan Area shall consult and coordinate with City of Palmdale, the Air Force, and the FAA during the planning and design stage to ensure that development plans and right-of-way streets improvement do not create any hazards to aircraft and airport operations and comply with the California Airport Land Use Planning Handbook published by the Caltrans Division of Aeronautics, the Air Force Plant 42 AICUZ Report, and the Los Angeles County Airport Land Use Plan.

5.7 OTHER DEVELOPMENT STANDARDS

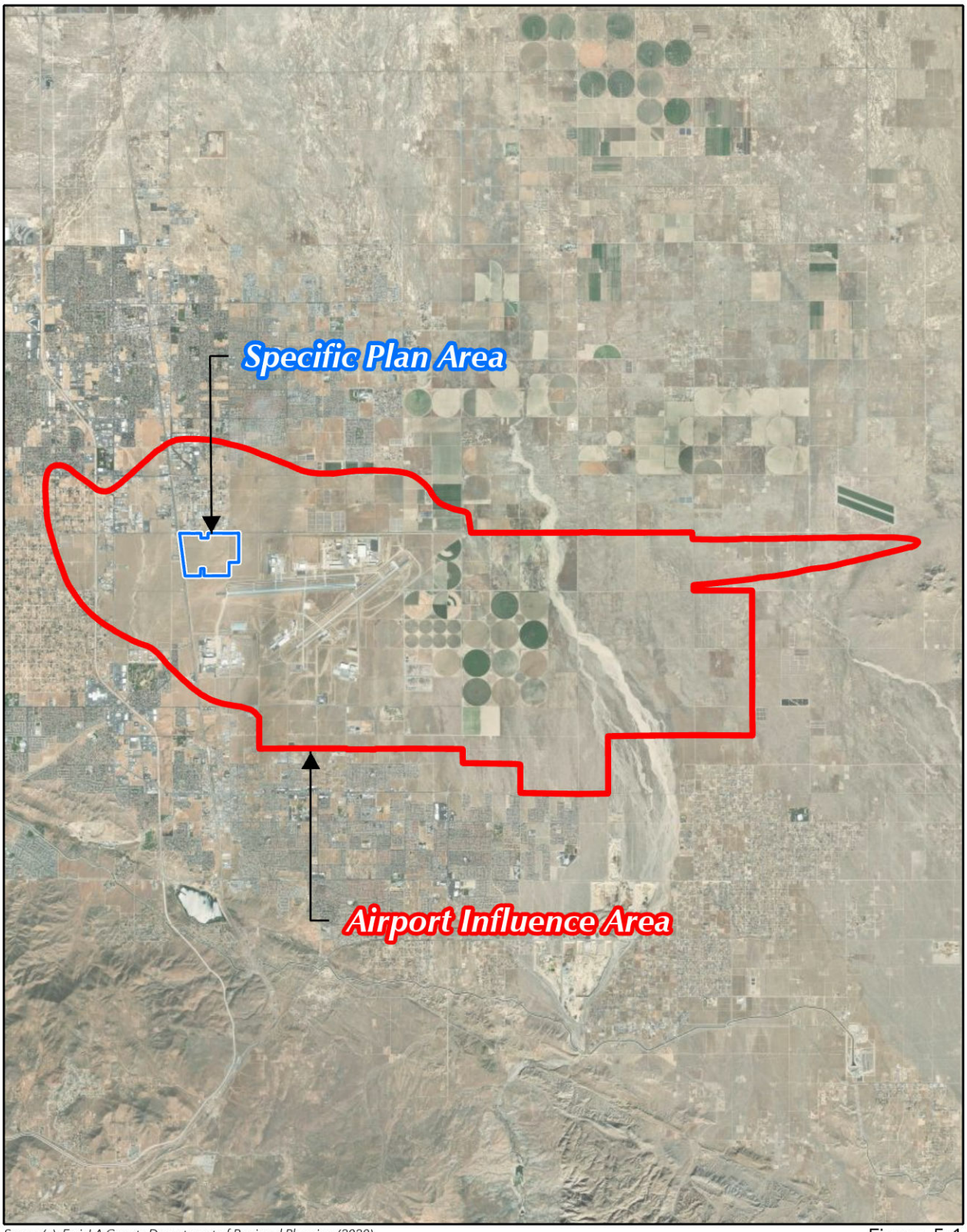
(1) Outdoor loading and storage areas and loading doors shall be completely screened from view from public streets by screen walls, solid fences, landscaping, or a combination thereof. Any gates shall be lockable. Wall height shall be in compliance with Tables 5-2 and 5-3 and shall be of sufficient height to fully screen outdoor materials and equipment.

(2) All manufacturing and processing activities associated with a permitted or conditionally permitted use shall be conducted within an enclosed building.

(3) All landscaping within private lots abutting Columbia Way (East Avenue M) and Public Streets "A", "B", "C", and "D" Right-of-Way (ROW) shall incorporate sufficient street trees to provide shading to pedestrians and bicyclists. Trees shall be planted no less than 10 feet away from the public ROW and spaced no less than 50 feet apart.

(4) The Specific Plan shall incorporate public art elements and/or contribute to the City's Public Arts Fund for any proposed development. Public art shall be placed at the entrances of the Specific Plan Area to provide maximum visibility for public viewing. A Building Permit Valuation for development of $500,000 or more shall devote no less than 0.5% for public art, with a cap of $250,000 allocated for single construction projects.

(5) Prior to the issuance of a building permit, Developer shall provide documentation to the City of Palmdale demonstrating that the Project could achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CALGreen Tier 2 standards in effect at the time of building permit application.



Source(s): Esri, LA County Department of Regional Planning (2020)

Figure 5-1

0 0.625 1.25 2.5 Miles

US Air Force Plant 42 Influence Area

CHAPTER 6 – DESIGN STANDARDS AND GUIDELINES

6.1 PURPOSE AND INTENT

The design guidelines presented in this chapter describe the quality and character of the built environment expected for the Antelope Valley Commerce Center. While the design guidelines provide standards and direction, they are meant to provide a certain level of flexibility to allow creative expression during the design of implementing development projects. The guidelines provide criteria for architecture, lighting, signage, and landscape design.

The Antelope Valley Commerce Center's visual identity is expressed primarily through landscape, hardscape, and signage elements. The architectural design guidelines contained herein are presented in a manner that ensures consistent architectural expression across the Specific Plan Area, while allowing for flexibility in modern-day building design.

The Objectives of these Design Guidelines are as follows:

- To provide the City of Palmdale with the assurance that the Antelope Valley Commerce Center develops in accordance with the quality and character described within this Specific Plan.
- To provide design criteria to developers, builders, engineers, architects, landscape architects, and other professionals to achieve and maintain the desired design quality.
- To provide an aesthetic benchmark for City staff, the Planning Commission, and the City Council in their review of the design of future implementing projects in the Specific Plan Area.
- To provide design criteria that steer the Antelope Valley Commerce Center to convey a contemporary aesthetic theme and character while allowing flexibility for practical application and creative expression.
- To ensure that the Specific Plan implements the intent of the City's General Plan and the City's Municipal Code.

The Design Guidelines presented in the chapter apply to all development within Antelope Valley Commerce Center. The design criteria may be subject to modification and interpretation to allow for responses to unanticipated conditions, including but not limited to changes in the real estate market, needs and desires of building users, technology advancements, and fluctuation in economic conditions.

6.2 DESIGN THEME

The Antelope Valley Commerce Center is an employment and commercial center with a contemporary design aesthetic focusing upon timeless architectural features, attractive detailing, and a predominately light toned color palette. Buildings are characterized by simple and distinct cubic masses with interlocking volumes of wall planes, colors, and materials to create visual appeal. Building colors, materials and textures can be mixed with an emphasis upon use of blue, gray, and beige tones with glass or steel materials at focal points, such as at building entrances and near outdoor gathering spaces.

Design elements are selected to be compatible in character, massing, and materials to promote a clean, contemporary feel. Individual creativity and identity are encouraged, but design integrity and compatibility must be maintained among all buildings and developable areas to reinforce a unified visual image within the Antelope Valley Commerce Center.

6.3 INDUSTRIAL ARCHITECTURAL STANDARDS AND GUIDELINES

The architectural style of Industrial uses within the Specific Plan emphasizes a contemporary interpretation traditional context with building massing over structural articulation. Buildings are characterized by cubic masses with interlocking wall planes, materials and colors that create an attractive visual interest.

Design elements are to be compatible in character, massing, and material use to promote a clean and distinct contemporary feel. Design integrity and compatibility is to exist among all industrial buildings within the Specific Plan, with individual creativity and identity encouraged.

Conceptual Representation of Design Theme









6.3.1 Building Form

Building "form" is one of the primary elements of architecture. Building forms are especially important for building facades that are visible from public streets and public view corridors. In the Antelope Valley Commerce Center, these include Columbia Way (East Avenue M) to the north, interior Public Streets "A," "B," "C", "D", and the Sierra Highway Bike Trail that parallels Sierra Highway to the west.

The following design guidelines and standards apply to buildings within the Antelope Valley Commerce Center to ensure that development is visually consistent, as well as aesthetically appealing and inviting. The following building form design standards shall apply:

1) Simple geometric shapes shall represent the overall building form. Rectangular forms are encouraged to promote balance and visual interest.

2) Building elevations visible from a public street shall include changes in exterior building materials, color, and decorative accents at least every 100 feet. Reveals, recesses, projections, panels, and other architecture elements should be utilized to provide variety and visual interest to the streetscape.

3) Modulation and variation of building masses shall occur between buildings visible from public streets.

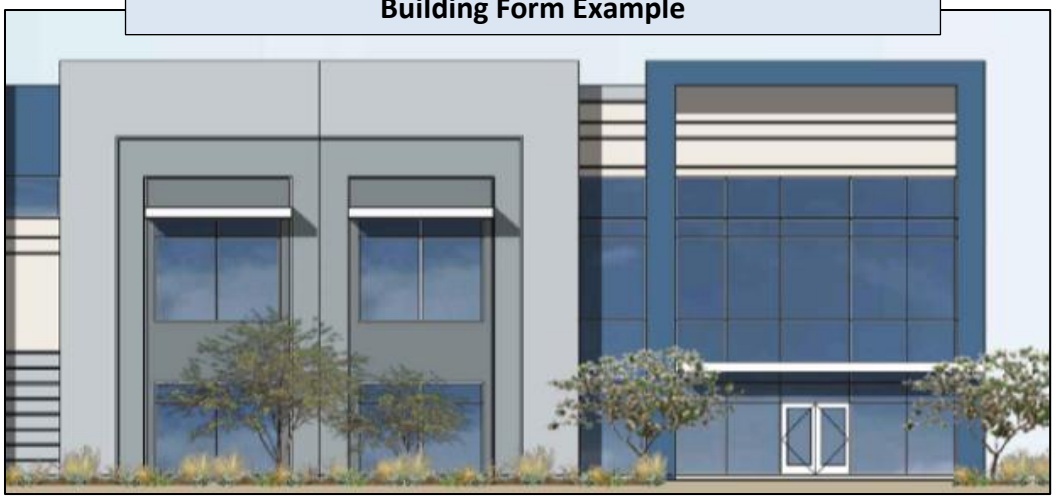
4) Pedestrian entrances to buildings (with exception of service doors and emergency exit doors) shall be emphasized and encourage visual interest through use of design elements that change massing, color, and/or building materials.

5) Architectural and trim detailing shall be clean, simplistic, and not overly complicated.

6) Materials applied to any elevation shall be wrapped around the corner of the building to logical termination points.

Note that industrial building facades that orient inward to truck courts or service areas and that are not visible from public roads, or publicly accessible viewing areas, are not required but encouraged to adhere to the above building form design standards.

Building Form Example



6.3.2 Building Materials, Colors and Texture

Building materials and colors play a key role in developing a clean, contemporary visual environment; therefore, the selected exterior materials, colors, and textures should complement one another throughout the Specific Plan Area. Slight variations are encouraged to provide visual interest. The following building materials, colors and texture standards shall apply:

1) Primary exterior building materials shall include concrete tilt-up panels and similar materials. Accent materials include but are not limited to metal, natural or fabricated stone, and/or fire-resistant wood siding (horizontal or vertical).

2) Trim details may include metal, plaster or concrete elements finished consistently with the building treatment. Extraneous "themed" detailing, such as oversized or excessive foam cornice caps or foam moulding, are prohibited.

3) Material changes shall occur at intersecting planes or where architectural elements intersect.

4) Primary exterior building colors shall be shades of blue, gray and/or beige. Prominent use of darker or more vibrant accent colors may be provided at building entrances.

5) Exposed downspouts, service doors and mechanical screen colors shall be the same color as the adjacent wall.

6) Vertical versus horizontal color banding shall be used on walls greater than 300 feet in length. Horizontal color bands are acceptable on walls 300 feet or less in length, or for longer lengths when combined with vertical banding. Horizontal bands across an entire building elevation are not allowed.

Building Materials, Texture, and Color Example



6.3.3 Windows and Doors

The patterns of window and door openings shall correspond with a uniform design characteristic of the building and should be consistent in form, pattern, and color within the Specific Plan Area. Standards for windows and doors within the Antelope Valley Commerce Center are as follows:

1) Doors and windows shall be placed in a symmetrical and repetitive pattern to create visual continuity.

2) Windows styles, trims, forms, and colors shall be consistent throughout the Specific Plan Area. Window trims shall utilize a consistent color throughout any single building.

3) Metal windows or door frames shall be complementary to and accentuate the main building design and colors.

4) Window and door glass shall be clear or colored with subtle reflectiveness. Silver, bronze, or reflective glass is prohibited.

6.3.4 Ground or Wall Mounted Equipment

The following standards shall apply for ground or wall mounted equipment:

1) Ground-mounted equipment, including but not limited to mechanical or electrical equipment, emergency generators, boilers, storage tanks, risers, and electrical conduits shall be screened from public viewing areas including adjacent public roads. Screening shall be accomplished with solid walls, fencing, berms, or landscaping.

2) Electrical equipment rooms shall be within the building envelope. Pop-outs or shed-like additions are prohibited.

3) Electrical rooms shall be oversized by at least 25% or a secondary electrical room shall be provided to accommodate the future installation of additional electrical panels to support, if needed.

4) Wall-mounted items, such as electrical panels shall not be located on building façades facing and within 150 feet of adjacent roads/views. Wall-mounted items shall be screened or incorporated into the architectural elements of the building to limit viewing of such items from roads or other public areas.

6.3.5 Rooftop Equipment

The following standards shall apply for rooftop equipment:

1) Rooftop equipment, including but not limited to mechanical equipment, electrical equipment, storage tanks, wireless telecommunication facilities, satellite dishes vents, exhaust fans, smoke hatches, and mechanical ducts shall be screened by parapet walls or architecturally compatible rooftop screens so that these items are not visible from roads or other public areas.

2) Rooftop screens (i.e., parapet walls) shall be integrated into the architecture of the main building. Wood finished rooftop screens are prohibited.

3) All building roofs shall be solar-ready. Solar panels shall be installed over a minimum of 50% of the roof coverage per building as part of tenant improvement plans. Rooftop mounted solar panels are required to be reviewed and approved by the City of Palmdale, which shall include consideration given to ensure glare or reflectivity from the panels will not interfere with adjacent airport operations.

4) Roof access (via roof ladders or other means) shall be located interior to the building.

6.3.6 Trash Enclosures

The following standards shall apply for trash enclosures:

1) Outdoor refuse containers shall be placed within a permanent, lockable, and durable trash enclosure. The trash enclosure design shall reflect the architectural style of adjacent buildings.

2) Trash enclosures shall have solid roofs to prevent exposure of dumpster contents to rainfall and prevent polluted stormwater runoff.

3) Trash enclosures shall be placed behind or to the side of buildings, away from the building's main entrance and public view.

4) Trash enclosures shall be easily accessible to refuse collection trucks and the site user. Distance between a building entry door and trash enclosure shall not exceed 150 feet.

Example Trash Enclosure



6.3.7 Outdoor Lighting

Outdoor lighting is an essential architectural component that provides aesthetic appeal, enhances safe pedestrian and vehicular circulation, and adds to security. Lighting within the public rights-of-way shall adhere to applicable City of Palmdale requirements. Additionally, the following standards shall apply:

1) To minimize glare and "spill over" light onto public streets and adjacent properties, downward-directed lights and/or cutoff devices shall be used. Fixtures and cutoff devices shall be consistent with those defined by the Illuminating Engineering Society of North America (IESNA) on outdoor lighting fixtures, including spotlights, floodlights, electrical reflectors, and other means of illumination for signs, structures, parking, loading, unloading, and similar areas.

2) Outdoor lighting fixtures used in the Specific Plan Area shall be from the same – or complementary – family of fixtures with respect to design, materials, fixture color, and light color. Use of LED lighting is encouraged.

3) Lights shall be unbreakable plastic, recessed, or otherwise designed to reduce the problems associated with damage and replacement fixtures.

4) Neon lighting, low-pressure fixture sodium lighting, and flashing lights are prohibited in the Specific Plan Area.

Example LED Fixture



5) All electrical meter pedestals and light switch/control equipment shall be in areas with minimum public visibility or screen them with appropriate plant materials.

6) Parking lots, loading dock areas, pedestrian walkways, building entrances, and public sidewalks shall be illuminated to the level necessary for building operations and security purposes. Dimmers and motion detectors are permitted.

7) Low mounted fixtures (ground or bollard height) shall be used in association with sidewalks and walkways to reinforce the pedestrian scale where possible.

8) Exterior lights shall be used to accent entrances, plazas, activity areas, and special features.

9) Lighting that could be mistaken for airport lighting or that would create glare in the eyes of pilots of aircraft using the nearby Palmdale Regional Airport is prohibited.

6.3.8 Truck Courts and Loading Docks

The following standards shall apply for truck courts and loading docks:

1) Loading doors, service docks, and equipment areas shall be screened to reduce visibility from public roads and publicly accessible locations within the Specific Plan. Screening with fences, berms, and landscaping that are compatible with the overall site design and architectural expression of the building are permitted.

2) For Industrial buildings located along Columbia Way (East Avenue M), loading docks shall be oriented facing away from and not be in public view from Columbia Way (East Avenue M).

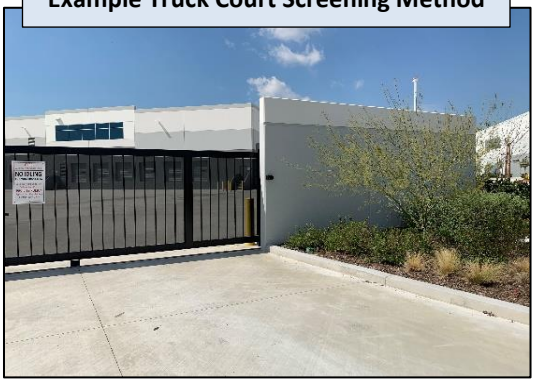
3) Adequate queuing distance shall be provided on-site to avoid the circumstance of trucks stacking on public streets waiting to enter at gates.

4) Truck courts shall be composed of concrete.

5) Truck and service vehicle entries shall provide clear and convenient access to truck courts and loading areas such that passenger vehicle, pedestrian, and bicycle circulation and not adversely affected by truck movements.

6) Dock seals and plug-in electric outlets shall be provided at loading bays utilized by refrigerated trailers.

Example Truck Court Screening Method



7) Install raceway conduit in truck courts and truck parking areas that will allow for the future installation of charging stations for electric trucks, in anticipation of this technology becoming available.

6.3.9 Walls and Fences

The following standards shall apply for walls and fences:

1) Freestanding walls and fences are intended to be used for screening of truck courts and loading docks. Landscape may be used for visual screening instead of walls and fences where a solid physical barrier is not needed for safety or security.

2) Walls and fences established in public view shall utilize durable materials such as concrete, block, metal, and wrought iron.

3) Chain-link, barbed or razor wire, and electrical fencing is prohibited.

4) Wall and fence material shall be visually compatible with other building design elements described in this Chapter.

6.3.10 Employee Amenities

The following standards shall apply for employee amenities:

1) Provide bicycle racks and electrical outlets for electric bike charging at each building or in a common area that serves multiple buildings to encourage bicycle commuting.

2) Provide bicycle lockers, safe storage areas, and/or showers within buildings to further encourage bicycle commuting.

3) Provide outdoor employee amenity areas at each building or in a common area serving multiple buildings, which includes shade, tables, and chairs for worker comfort and outdoor enjoyment.

6.3.11 Signages

The following signages shall apply for all industrial buildings within the Specific Plan area:

1) Signage shall be posted to state that all parking and maintenance of trucks must be conducted within designated on-site areas and not within the surrounding community or public streets.
2) Contact information for the public to report any construction-related air quality concerns shall be provided during Project construction.

Conceptual Rendering of Proposed Industrial Site



6.4 COMMERCIAL ARCHITECTURAL STANDARDS AND GUIDELINES

The goal of the commercial architectural standards and guidelines is to promote visual compatibility and individuality within the specific plan. These standards and guidelines are intended to assist in establishing the design direction and the quality of the end product. The intent of these standards and guidelines is to provide a framework for development over time, while maintaining maximum flexibility and thematic consistency to accommodate a wide variety of commercial uses while avoiding monotonous architecture. In addition, it is intended for the architectural theme of the commercial area to be consistent with the application of detail and materials authentic to the spirit and character of the Specific Plan.

6.4.1 Site Design

The following standards shall apply to site design:

1) Orient primary building entrances in proximity to parking areas. Provide pedestrian connections between parking areas and building entrances.

2) Position building entrances, signage, light fixtures, and/or landscape planters adjacent to pedestrian entries to emphasize pedestrian scale and connectivity.

3) Pedestrian connectivity shall be provided between buildings throughout the commercial area and abutting streets, ensuring safe and convenient access. The use of trees combined with building canopies, awnings, trellises, and shade structures shall be considered when designing connections in order to provide shade for users.



4) For restaurants with drive through service, drive through areas shall be screened from Columbia Way (East Avenue M) and Public Street "A" to minimize direct viewing of and headlight glare from vehicle stacking. Screening can include use of berms, walls and/or landscaping.

5) Position bicycle parking areas near main building entrances.

6) Orient and screen trash enclosures, loading doors, service docks, etc. away from Columbia Way (East Avenue M) and Public Street "A" to minimize visibility.

7) Restaurant outdoor dining/seating areas are encouraged. Placement shall be adjacent to the building entrance with a minimum of 50% of the area being in shade through use of trees or shade structures.

8) Service areas, loading docks, and equipment areas shall be screened from directly viewing from streets, main parking, and outdoor dining and public gathering areas.

9) Refuse enclosures and equipment shall be easily accessed by service vehicles, with enclosures and equipment located within a building's facade or within a screened enclosure.

6.4.2 Building Architecture

1) Buildings shall provide architectural features and building elements (arcades, colonnades, recesses, etc.) that define and emphasize main entries and create pedestrian scale.

2) General building design, materials and colors of the commercial buildings shall be compatible with and complimentary to the industrial buildings and overall theme of the Specific Plan.



3) When feasible, exterior building materials shall be of natural character that would reflect the surrounding environment. Contemporary materials are acceptable if they are compatible with the surroundings and are used for creating interest.

4) Towers and well-proportioned building elements (arcades, colonnades, recesses, etc.) are encouraged to define entries and emphasize pedestrians.

5) Principal roof forms are to be flat in appearance with parapet walls. Simple pitched gable, hip or shed roof forms are acceptable.

6) Mechanical equipment, other than solar panels, on roofs should be screened from the view of public roadways and public gathering areas. Screening shall consist of parapet walls and use of materials consistent with those of the building.

6.4.3 Supplemental Standards and Guidelines

1) Refuse enclosures shall be designed to reflect the architectural style of adjacent buildings and use similar, high-quality materials.

2) Shopping cart storage areas shall be integrated within the initial building and site design.

3) Position lower building masses, signage, doors, light fixtures, and/or landscape planters adjacent to pedestrian entries, particularly entries that may face internal streets to create human-scaled development at these locations.



4) All outdoor lighting, including spotlights, floodlights, electrical reflectors, and other means of illumination for structures, landscaping, parking, loading, unloading, and similar areas should be focused, directed, and arranged to prevent glare and illumination on streets or adjoining property.

5) Light standards should blend architecturally with buildings, pedestrian areas, other hardscape elements, and street furniture.

6) Consideration should be given to incorporating public art into the overall site design of the commercial area, particularly in highly visible or public gathering locations.

6.5 SIGNAGE DESIGN STANDARDS AND GUIDELINES

Signage within the Specific Plan Area serves a variety of purposes. Signs are to identify the Antelope Valley Commerce Center and its building occupants and ensure the efficient circulation of vehicle traffic within the site by identifying vehicular entry points and directing vehicles to on-site destinations. Also, signage can enhance the pedestrian experience through the design of wayfinding components: directories, directional signage, and destination identifiers. Clear, concise, and easy-to-understand signage that is visually appealing is important for positive worker and visitor experiences at the Antelope Valley Commerce Center.

All signs shall comply with the following general design criteria:

1) Design signage on development sites to be compatible with and complementary to the building's exterior materials, colors, and finishes as described in Section 6.3.3.

2) The dimensions and shape of free-standing signs and sign panels or elements mounted on building facades or marquees shall be scaled proportionately to the building architecture.

3) Building occupant identification signage shall be in keeping with the character established for the Antelope Valley Commerce Center with variations allowed to accommodate individual user identities/corporate branding standards.

4) All signs shall be of the highest quality to pass eye-level examination and scrutiny, and shall comply with the following fabrication specifications:
    a) Signs shall be constructed to eliminate burrs, dents, cutting edges, and sharp corners;
    b) Welds on exposed surfaces shall be imperceptible in the finished work;
    c) Surfaces which are intended to be flat shall be without dents, bulges, oil canning, gaps, or other physical deformities;
    d) All fasteners shall be concealed;
    e) Painted, polished and plated surfaces shall be unblemished in the finished work.

5) Prohibited sign types include the following:
    a) Can signs;
    b) Pole signs.

6) Prohibited sign components include the following:
    a) Paper, cardboard, Styrofoam or untreated cloth;
    b) Visible moving parts or simulated moving parts by means of fluttering, rotation, or reflective devices;
    c) Exposed raceways;
    d) Flashing and strobing.

7) Directional signs shall be consistent in size, shape, and design throughout the Antelope Valley Commerce Center.

8) Typography on directional signs should be legible and have enough contrast to be read from an appropriate windshield viewing distance.

9) Reflective vinyl copy for night-time illumination shall be incorporated.

6.6 LANDSCAPE DESIGN GUIDELINES

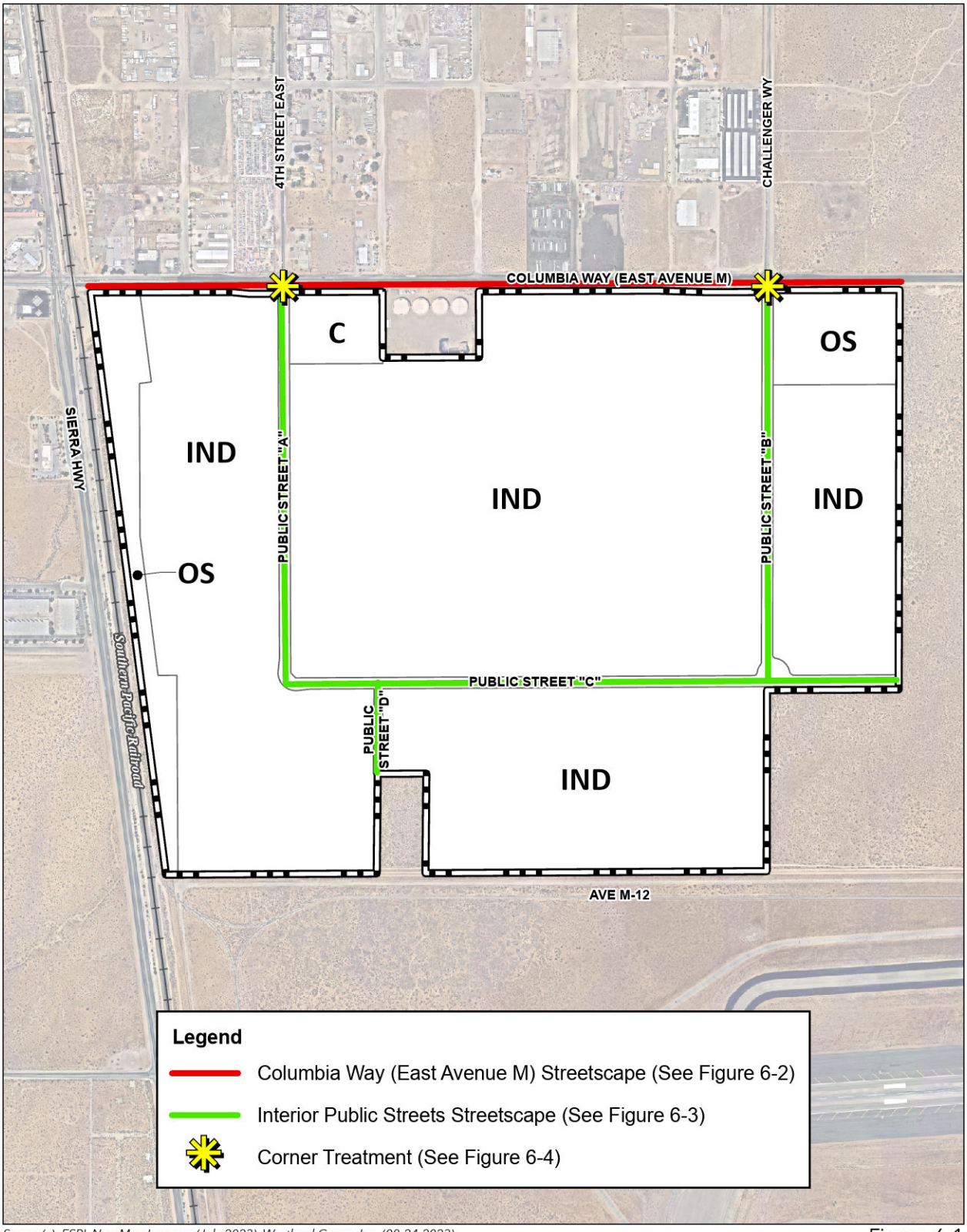
The Landscape Design Guidelines establish landscape principles and standards that apply to all areas within the Antelope Valley Commerce Center. The intent is to ensure that plant materials, entries and monuments, streetscapes, and other amenities are compatible with the overall design theme and that all implementing development projects are united under a common design vocabulary. The Landscape Design Guidelines, along with the Architecture Design Guidelines provided herein, establish an identity for the Antelope Valley Commerce Center that is contemporary, visually appealing, and contextually sensitive to the surrounding area.

These Landscape Design Guidelines are not intended to establish a set of rigid landscaping requirements for the Antelope Valley Commerce Center. It is recognized that there is a need to adapt the Guidelines to meet certain parcel-specific or user-identity requirements. As such, the Landscape Design Guidelines are intended to be flexible, and are subject to modification over time. However, it is critical to the Antelope Valley Commerce Center's long-term design integrity that any deviations from these Landscape Design Guidelines are in keeping with the spirit of the core elements of the overall theme described herein to ensure a cohesive and unified landscape design throughout the Antelope Valley Commerce Center.

Landscaping is intended to be established and maintained throughout the Specific Plan, but most prominently provided for at street corners, along roadways, and at building entrances and in passenger car parking lots. Landscaping is not expected in loading bay and truck court areas to ensure the safe maneuverability of trucks and avoid damage to landscaping by trucking activity.

Entry Treatments provided at the two main entrance corners are intended to welcome employees and visitors to the Antelope Valley Commerce Center. Corner treatments featuring signs and landscaping are planned at the corners of Columbia Way (East Avenue M) and Public Street "A" and Columbia Way (East Avenue M) and Public Street "B".

As identified on Figure 6-1, *Conceptual Landscaping Plan*, the Antelope Valley Commerce Center's identity is reinforced by the landscape design of interfaces, monumentation, streetscapes, and pedestrian paths. Furthermore, the recommended plant palette, community elements, and hardscape materials work in concert to reinforce and emphasize the Antelope Valley Commerce Center's landscape theme.



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 6-1

0 250 500 1,000 Feet

6.6.1 Plant Palette

The plant palette for the Antelope Valley Commerce Center is water efficient while also providing an attractive and inviting aesthetic through the use of colorful shrubs and groundcovers, ornamental grass and succulents, and evergreen and deciduous trees – including flowering varieties – that are commonly used throughout the high desert climates of Southern California. Many of the plant materials are water-efficient species native to Southern California or naturalized to the arid high desert Southern California Climate.

Table 6-1, *Plant Palette*, provides a list of plant materials approved for use in the Antelope Valley Commerce Center. The plants listed in Table 6-1 establish a base palette for the Antelope Valley Commerce Center landscape design. Other similar plant materials may be substituted for species listed in Table 6-1, provided the alternative plants are drought-tolerant and complement the Antelope Valley Commerce Center design theme.

Table 6-1 Plant Palette

BOTANICAL NAME	COMMON NAME	WATER USE[1]
TREES		
Cercidium 'Desert Museum'	Blue Palo Verde	L
Fraxinus a. 'Raywood'	Raywood Ash	M
Gleditsia tricanthos	Honey Locus	M
Juniperus s. 'Skyrocket'	Skyrocket Juniper	M
Pinus eldarica	Afghan Pine	L
Pistachia chinensis	Chinese Pistache	L
Prunus c. 'Krauter Vesuvius'	Purple-leaf Plum	M
Quercus ilex	Holly Oak	L
SHRUBS		
Salvia c. 'Allen Chickering'	Allen Chickering Sage	L
Arbutus undeo	Strawberry Tree	L
Dietes bicolor	Fortnight Lily	M
Gaura lindheimeri	Gaura	M
Heteromeles arbutifolia	Toyon	L
Juniperus c. 'Armstrong'	Armstrong Juniper	L
Leucophyllum frutiscens	Texas Ranger	L
Ligustrum j. Texanum	Texas Privet	M
Muhlenbergia capillaris	Pink Muhly	M
Muhlenbergia rigens	Deer Grass	M
Rhus ovata	Holly Berry	L
Salvia greggii	Autumn Sage	L
ACCENTS		
Agave americana	Century Plant	L
Agave 'Blue Glow'	Blue Glow Agave	L
Agave parryi	Parry's Agave	L
Dasylerion wheeleri	Desert Spoon	L
Hesperaloe parviflora	Red Yucca	L
GROUNDCOVER		
Baccharis p. 'Pigeon Point'	Dwarf Coyote Bush	L
Cotoneaster 'Lowfast'	Cotoneaster	M
Hemerocallis hybridus - Yellow	Yellow Day Lily	M
Lonicera j. "Halliana'	Hall's Honeysuckle	L
Trachelopspermum jasminiodes	Star Jasmine	M
Tulbaghia violacea	Society Garlic	M

Notes
1. Water use data is extracted from the Water Use Classification of Landscape Species (WUCOLS) where L stands for low water need, and M stands for moderate water need.

6.6.2 Irrigation

The following general irrigation concepts shall be considered in the design and installation of irrigation systems within the Antelope Valley Commerce Center:

1) Equip landscaped areas with a permanent, automatic, underground irrigation system. Drip systems shall be utilized in all areas needing irrigation. Irrigation systems must conform to all City of Palmdale requirements.
2) Design irrigation systems to apply water slowly, allowing plants to be deep soaked and to reduce run-off.
3) Irrigation system shall connect to the recycled water conveyance system.
4) The design of irrigation systems, particularly the location of controller boxes, valves, and other above-ground equipment (e.g., backflow prevention devices), shall be incorporated into the overall landscape design. Screen aboveground equipment or otherwise remove from public view to the extent possible.

6.6.3 Streetscapes

Streetscape landscaping plays an important role in creating a sense of place. In addition, streetscapes serve functional purposes, including screening undesirable views from public view. Within the Antelope Valley Commerce Center, streetscapes are planted with a combination of evergreen and deciduous trees, low shrubs, and masses of groundcovers to create a visually pleasing experience for pedestrians and motorists. The landscaping plant palette for streetscapes should link the roadways to the rest of the Antelope Valley Commerce Center and should reflect the overall landscape design theme.

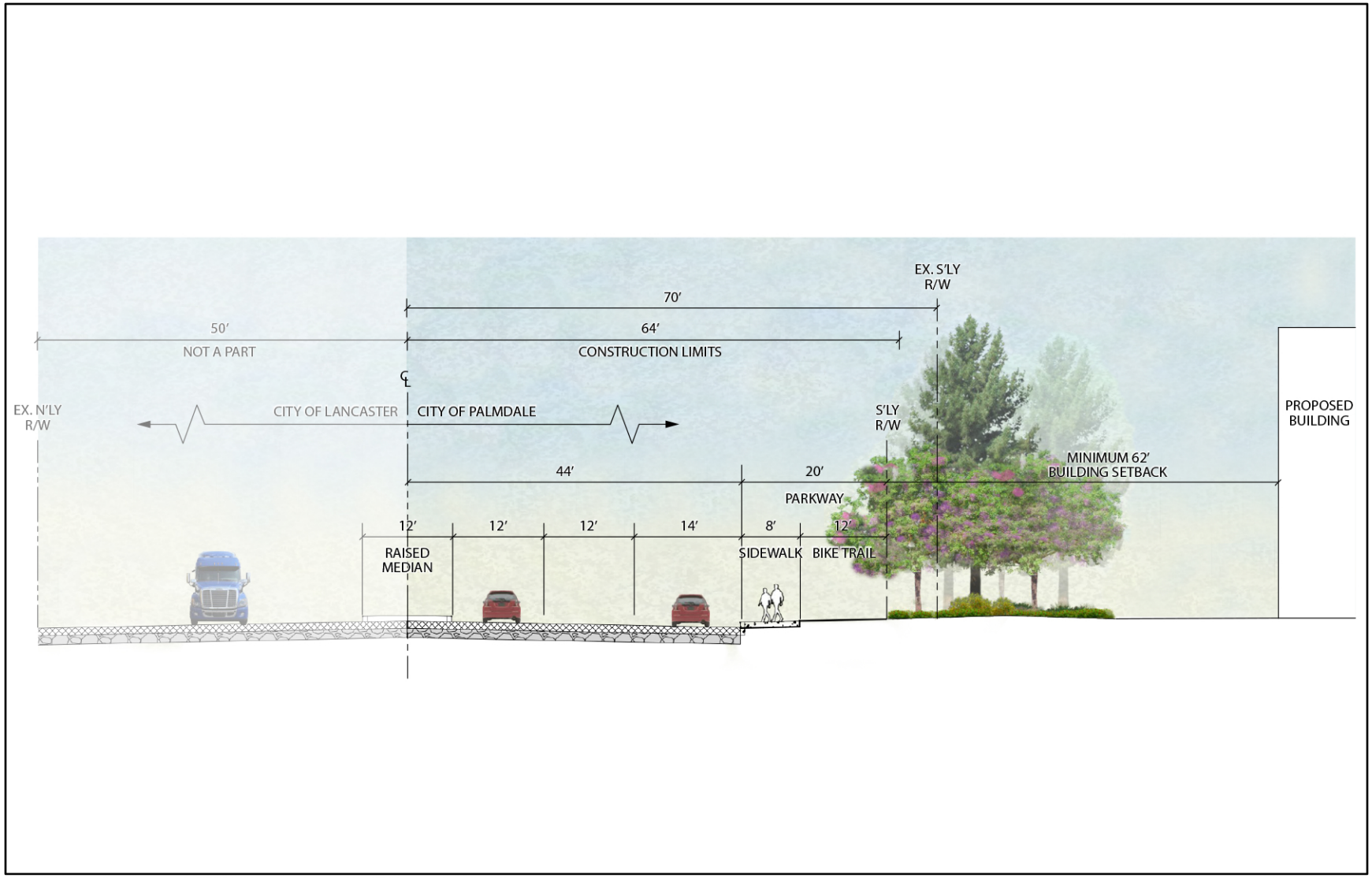
The conceptual streetscape landscape treatments within the Antelope Valley Commerce Center are presented on the following pages.

A. Columbia Way (East Avenue M) Streetscape

The segment of Columbia Way (East Avenue M) abutting the Antelope Valley Commerce Center features landscaping on the 18-foot-wide raised center median. The raised medians are proposed to be paved. To encourage more non-vehicular modes of travel, trees are planted along the edge and outside of the right-of-way to provide shade for pedestrians and bicyclists. Additionally, the streetscapes also provide the physical relationship between the proposed buildings within the Specific Plan Area and Columbia Way (East Avenue M). Refer to Section 5.7 of this Specific Plan for standards of landscaping along the public right of ways. The typical Columbia Way (East Avenue M) Streetscape and Columbia Way (East Avenue M) with right turn pocket streetscape is illustrated on Figure 6-2, *Columbia Way (East Avenue M) Streetscape*.

B. Interior Streets Streetscape

Interior public streets within the Antelope Valley Commerce Center do not provide landscape improvements within the public parkway. Therefore, the interior streets streetscape landscaping rely upon the abutting building sites with the ultimate landscaping layout determined as part of implementing development plans. Refer to Section 5.7 of this Specific Plan for standards of landscaping along the public right of ways. Figure 6-3, *Interior Public Streets Streetscape*, illustrates the relationship between the interior public streets and the landscaping in building sites.

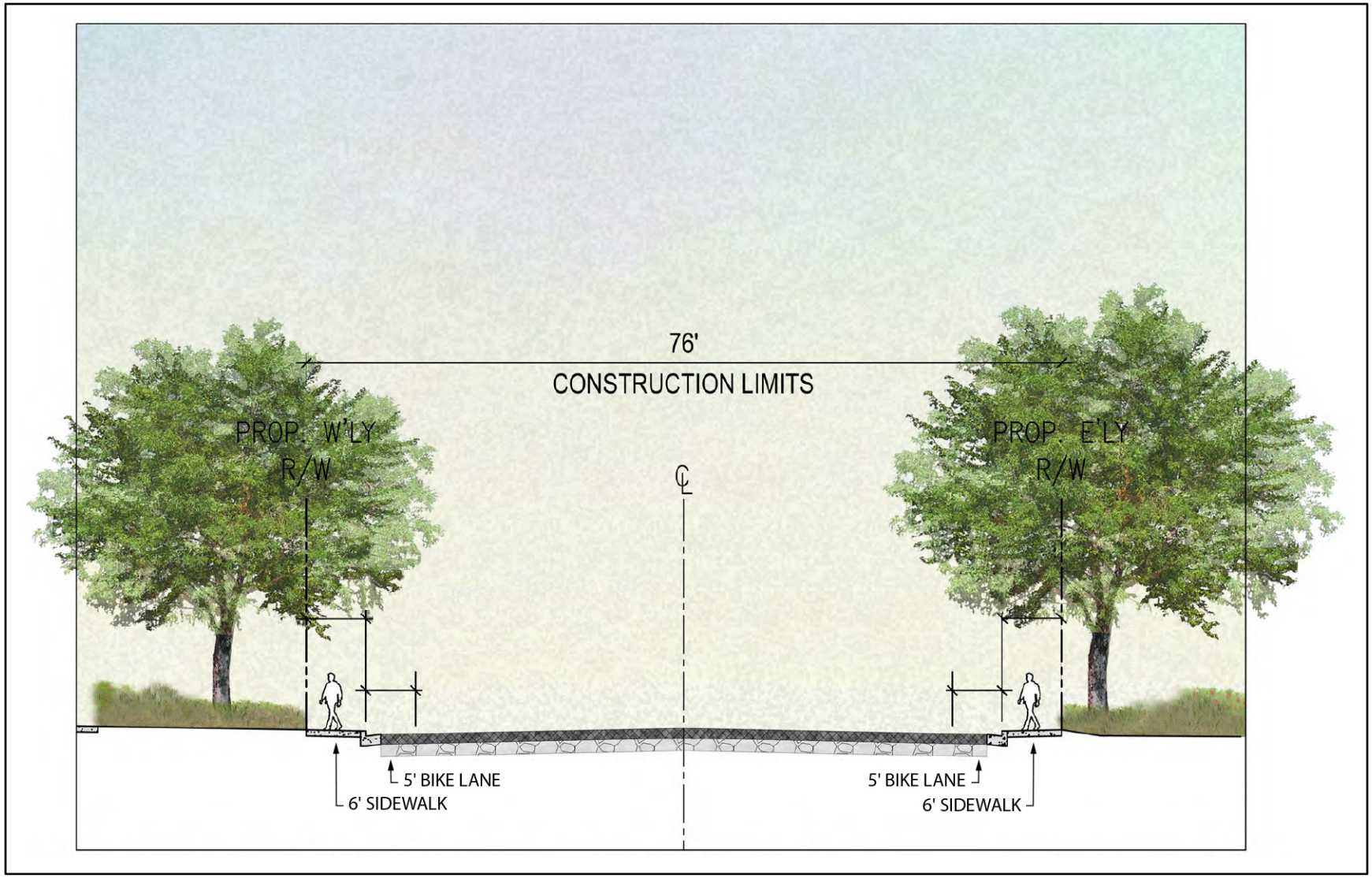


Source(s): Hunter Landscaping (2024), T&B Planning, Inc. (2024), & WestLand (03-06-2024)

Figure 6-2

Not to Scale

Columbia Way (East Avenue M) Streetscape



Source(s): Hunter Landscaping (08-09-2022)

Figure 6-3

Not to Scale

Interior Public Streets Streetscape

6.6.4 Entries and Monuments

Entries and monuments for the Antelope Valley Commerce Center focus on the two signalized street connections with Columbia Way (East Avenue M). The entry and corner treatments at these two locations are designed to provide distinctive visual statements and emphasize the Antelope Valley Commerce Center's contemporary aesthetic. The entry and monument locations are designed to provide adequate "line-of-sight" for motorists and comply with applicable City design standards and specifications. Monumentation shall not be located within the public street rights-of-way.

The entry and corner concepts described and illustrated on the following pages have been designed to provide a prominent reminder of the quality and distinctiveness of the Antelope Valley Commerce Center and to complement and reinforce the Specific Plan Area's general architectural and landscape theme. Implemented entry and corner treatments should be flexible to respond to physical contexts and the needs and desires of specific tenants and may differ slightly form the concept presented herein; however, all entry and corner treatments within the Antelope Valley Commerce Center shall be consistent in theme and character.

A. Typical Primary and Secondary Corner Monument Treatments

Corner Monument Treatments are located at the intersection of Columbia Way (East Avenue M) and Public Street "A" and Columbia Way (East Avenue M) and Public Street "B" to indicate the arrival to the Antelope Valley Commerce Center. The locations of the Secondary Entry Monuments will be determined at the time buildings are designed as part of implementing development plans. Landscaping at these Treatments may include accent trees and decorative ground coverings. Figure 6-4A, Primary *Corner Treatment*, and Figure 6-4B, *Secondary Corner Treatment*, conceptually illustrate these typical corner monuments. Additionally, the primary and secondary corner monument locations may serve as locations for the future installation of public art. See Specific Plan Section 6.7 for additional information regarding public art.

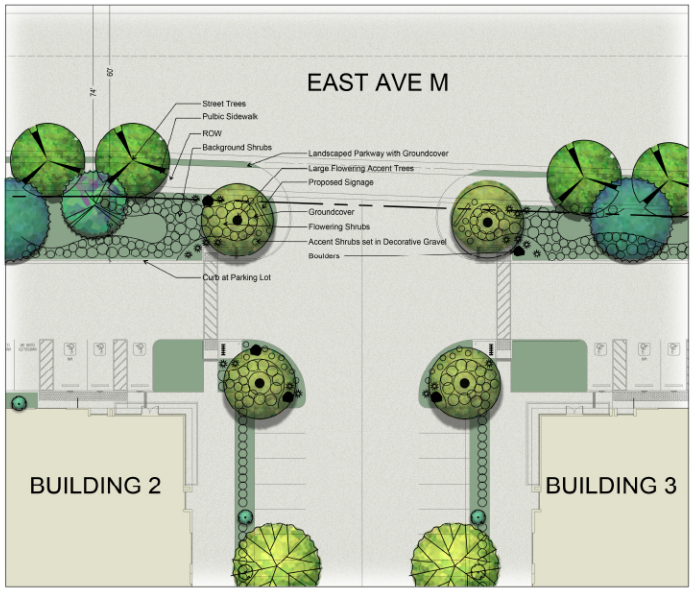


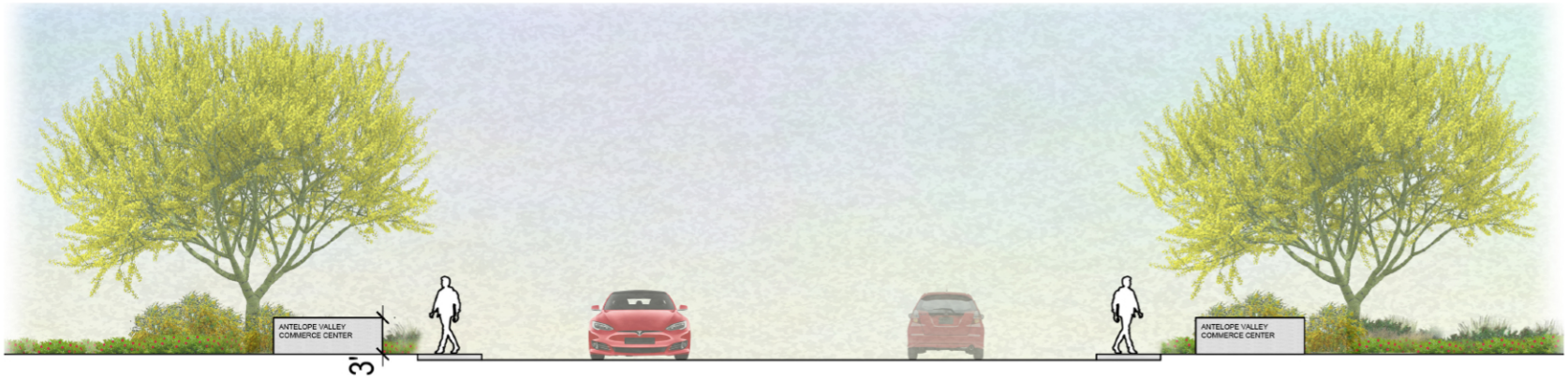
Source(s): Hunter Landscaping (07-11-2023)

Figure 6-4A

Not to Scale

Primary Corner Treatment





Source(s): Hunter Landscaping (07-11-2023)

Figure 6-4B

Not to Scale

Secondary Corner Treatment

6.6.5 Walls and Fences

Along building site perimeters and interior to building sites, the installation of walls and fences are also necessary. The final locations and details of these walls and fences will be determined when buildings are designed and oriented during the implementation of the Antelope Valley Commerce Center. As shown on Figure 6-5, *Fence Details*, tubular fences are utilized around the perimeters of individual building sites, loading docks area, trailer parking areas, and parking lots to create a barrier between individual industrial buildings and public ROW.

6.6.6 Outdoor Amenity Areas

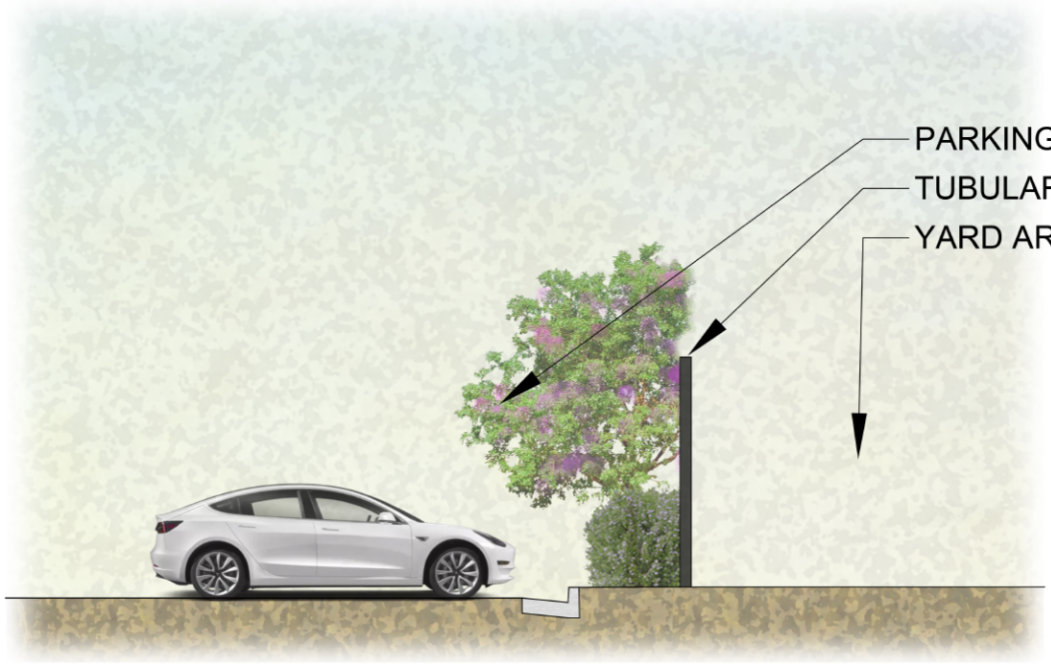
Outdoor amenity areas may be provided within the Antelope Valley Commerce Center to offer employees and visitors a recreational amenity to the Industrial and Commercial Flex land uses. The shared amenities that may be provided within open space areas include seating areas, open turf areas, and planting scheme with boulders. The final locations and details are designed and oriented during the implementation of the Antelope Valley Commerce Center.

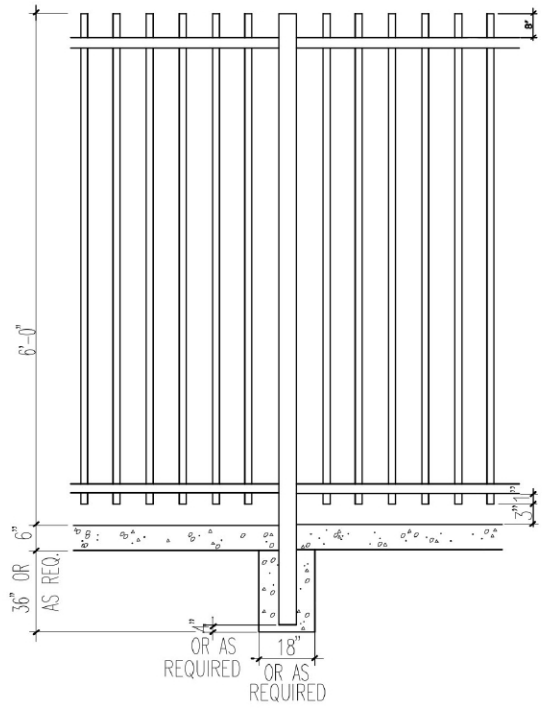
6.6.7 Water Quality Basin

As shown in Figure 6-6, *Water Quality Basin Plan View*, and Figure 6-7, *Water Quality Basin Illustration*, a water quality basin is provided in the northeastern portion of the Specific Plan Area to treat and retain stormwater, as described in Section 4.2.3, *Storm Water Management Plan*. The water quality basin may include contoured basin edges for a natural look, and landscaping around the perimeter of the basin to screen public views of the basin. Limited landscaping may be necessary to deter the attraction of birds and other wildlife to the basins, which can be a hazard to aircrafts using the nearby Palmdale Regional Airport. Other wildlife deterrents such as floating covers and bird balls may also be included to further prevent the attraction of birds to the water quality basin. Depending upon slope and fill conditions, perimeter fencing of the water quality basin may be necessary.

6.7 PUBLIC ART

Public Art can improve the general welfare of the residents, employees, and visitors of the City of Palmdale. Cultural and artistic resources promote economic development and improve the overall business climate by creating a more visually desirable setting. To further promote the goals established in the City of Palmdale's Public Art Master Plan, The Antelope Valley Commerce Center will incorporate a public art element within the Specific Plan and/or contribute to the City's Public Arts Fund. Any public art proposed shall be placed at the entrances of the Specific Plan Area to provide for maximum visibility for public viewing.





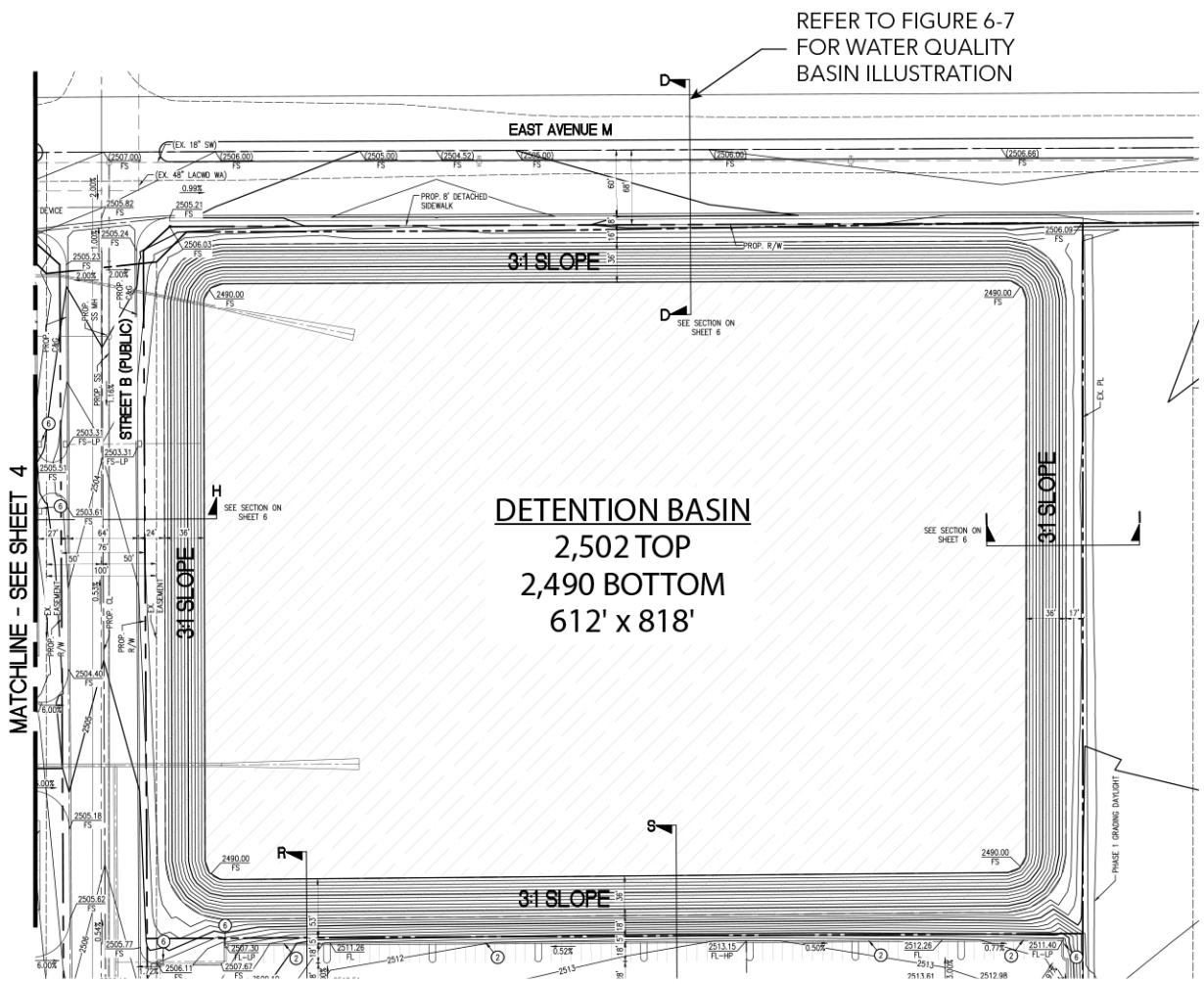
FENCE DETAIL

Source(s): Hunter Landscaping (07-12-2023), HPA (02-18-2022)

Figure 6-5

Not to Scale

Fence Details



CONSTRUCTION NOTES

1. NEW 6" CURB
2. NEW 6" CURB AND GUTTER
3. NEW HEAVY DUTY CONCRETE PAVEMENT
4. NEW A.C. PAVEMENT
5. NEW RIBBON GUTTER
6. NEW STORM DRAIN CATCH BASIN/DROP INLET
7. NEW RETAINING WALL, HEIGHT VARIES
8. NEW LANDSCAPE AREA

LEGEND

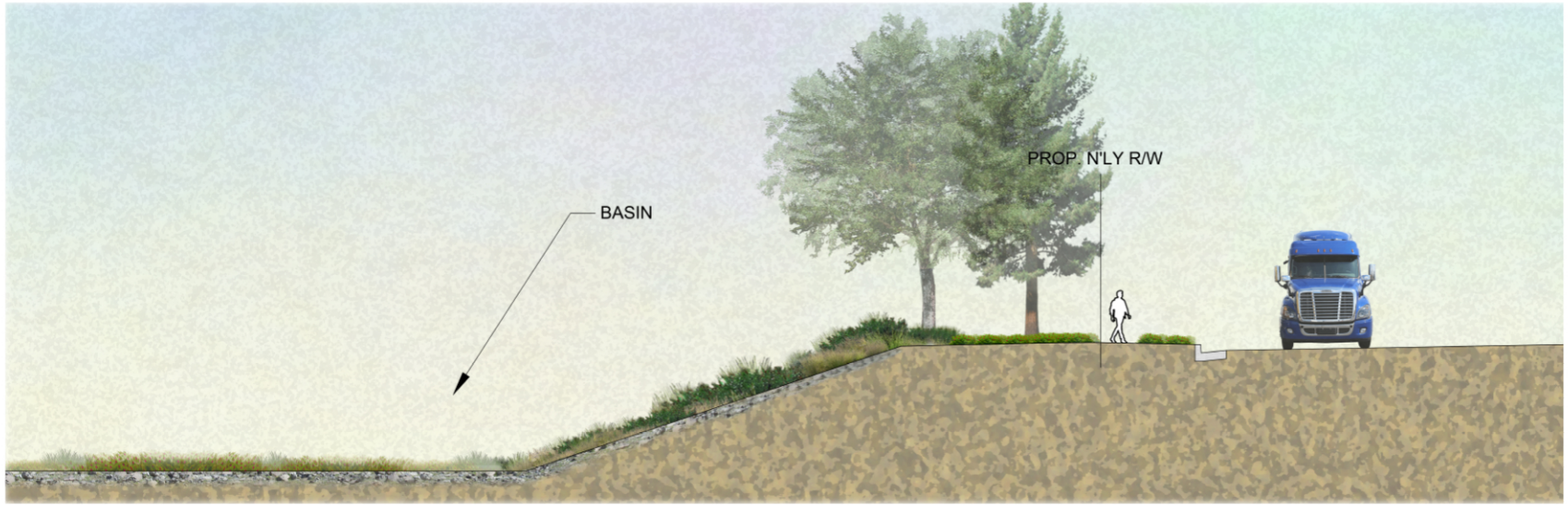
- NEW ABOVEGROUND RETENTION/ INFILTRATION BASIN
- NEW PORTLAND CEMENT CONCRETE LOADING AREA

Source(s): WestLAND Group, Inc. (07-29-2022)

Figure 6-6

Not to Scale

Water Quality Basin Plan View



Source(s): Hunter Landscaping (07-11-2023)

Figure 6-7

Not to Scale

Water Quality Basin Illustration

CHAPTER 7 – IMPLEMENTATION PLAN

7.1 SEVERABILITY

This Specific Plan document enables the City of Palmdale to facilitate the processing and approval of development plans and implementing permits to build out the Antelope Valley Commerce Center. If any regulation, condition, program, or portions shall be deemed separate, distinct, and independent provisions, the invalidity of such portions or provisions shall not affect the validity and enforceability of the remaining provisions contained herein.

7.2 APPLICABILITY

Approval of the Antelope Valley Commerce Center Specific Plan represents acceptance by the City of Palmdale City Council of a general framework for the development of the Antelope Valley Commerce Center property. Part of that framework establishes specific development standards that constitute the zoning regulations for the Specific Plan (refer to Chapter 5, *Development Standards*). The provisions contained herein are intended to regulate development within the Specific Plan Area.

Development within the Antelope Valley Commerce Center Specific Plan Area shall be implemented through the City's approval of subdivision maps, site plan reviews, zoning clearance reviews, conditional use permits, minor use permits, variances, and other applicable review procedures as established in the City's Municipal Code. For processes that are silent in the Municipal Code, the implementation process described herein provides the mechanisms for review and approval of development projects within Antelope Valley Commerce Center.

7.3 INTERPRETATION

Unless otherwise provided, any ambiguity concerning the content or application of the Specific Plan shall be resolved by the City's Economic & Community Development Director, or their designee, in a manner consistent with the goals, policies, purpose, and intent established in the Specific Plan.

7.4 DEVELOPMENT REVIEW PROCESS

7.4.1 Subdivision Map

All tentative and final subdivision maps shall be reviewed and approved pursuant to the applicable provisions of the City of Palmdale and consistent with the applicable provisions established by this Specific Plan.

7.4.2 Site Plan Review

All development within the Specific Plan property shall be subject to the Site Plan Review Process established in the City of Palmdale Municipal Code. Adoption of this Specific Plan by the City of Palmdale includes the design guidelines contained in Chapter 6, which serve as the design criteria by which development projects with the Specific Plan shall be reviewed. For topics on which these design guidelines and standards are silent, the applicable design guidelines contained within the City's Municipal Code shall apply.

7.4.3 Zoning Clearance Review

Zoning Clearance Review is intended to ensure that the proposed uses within the Specific Plan Area meet the requirements of the standards listed in this Specific Plan and the City of Palmdale Municipal Code. Uses proposed shall be subject to the Zoning Clearance Review process established in the City of Palmdale Municipal Code.

7.4.4 Conditional Use Permits

Uses specified as conditionally permitted uses within Chapter 5, *Development Regulations*, of this Specific Plan shall be subject to the Conditional Use Permit Process established in the City of Palmdale Municipal Code.

7.4.5 Minor Use Permits

Uses specified as minor use within Chapter 5, *Development Regulations*, of this Specific Plan shall be subject to the Minor Use Permit Process established in the City of Palmdale Municipal Code.

7.4.6 Variances

Variances to the development regulations contained in Chapter 5, *Development Regulations*, of this Specific Plan with respect to the site area, setback dimensions, building heights, distances between buildings, landscape percentage and off-street parking and loading shall be subject to the Variance Process established in the City of Palmdale Municipal Code.

7.4.7 Development Agreement

Due to the scale and complexity associated with development of the Specific Plan, a Development Agreement is proposed to vest the Project entitlements and fees, ensure financing of public improvements required by Conditions of Approval placed upon the Project, and provide certain community and public benefits, including, but not limited to, expansion of employment opportunities for area residents.

7.5 Substantial Conformance

As part of the Site Plan Review, development under the Specific Plan is subject to a Substantial Conformance Determination, considered and approved ministerially by the Economic & Community Development Director or their designee. The Substantial Conformance Determination is also a mechanism that allows for the approval of ministerial minor modifications for development under the Specific Plan. Criteria for a minor modification to the Specific Plan is explained further in Section 7.6, *Minor Modification to the Specific Plan*.

7.6 Minor Development Modifications

The City recognizes that not all development proposed within the Specific Plan may fit all criteria listed in the previous chapters and modifications to this document may be needed over time. Upon direction by the City of Palmdale, certain modifications to development standards and/or design guidelines may not require a formal Specific Plan Amendment (i.e., through public hearing) and occur ministerially. The following minor modifications to this document do not require a formal Specific Plan Amendment and are subject to review and approval by the Economic & Community Development Director or their designee. The Economic & Community Development Director or their designee shall have the discretion to defer any request for modification to the Planning Commission or City Council, either for ministerial direction

and guidance, or determination that the required change requires a formal amendment as discussed below in Section 7.7. If a request for Minor Modification accompanied by a concurrent application which requires Planning Commission and/or City Council review and approval, the Minor Modification request shall be reviewed and approved by the required hearing body for the concurrent applications.

The following minor deviations or modifications to the Specific Plan shall be subject to review and administrative approval by the Economic & Community Development Director or their designee as a Minor Modification:

- Implementation of alternative landscape materials, wall materials, entry monument design, primary/secondary corner treatments, and streetscape design that are generally consistent with the conceptual design guidelines contained within this Specific Plan.
- Minor variations of architectural style, materials, and colors that do not alter the overall architectural theme and style.
- Final infrastructure facility sizing, and precise location of dry utilities, water, sewer, and storm drainage improvements as approved by the City Engineer or the Los Angeles County Public Works.
- Specific modifications of a similar nature to those listed above which are deemed minor by the Economic & Community Development Director, which are in keeping with the intent of this Specific Plan and which are in conformance with components of the General Plan.

7.7 AMENDMENTS TO THE SPECIFIC PLAN

All modifications to this document which do not meet the criteria of a Minor Modification (as defined in the previous subsection) shall be deemed to require a Specific Plan Amendment. This document was prepared pursuant to California Government § 65450, et. Amendments shall be processed in accordance with the applicable requirements of the law, which include § 65453, et seq. of the California Government Code.

Amendments to this Specific Plan shall be subject to the Amendments and Modifications to the Approved Specific Plan Process established in the City of Palmdale's Municipal Code. Formal Specific Plan Amendments shall be subject to the review and approval of the City Council. The Planning Commission should first hear and consider all applications for formal Specific Plan Amendments and provide a recommendation to the City Council. As required by the California Government Code, all government agencies significantly affected by the proposed Amendment shall be notified of the proposed action prior to the approval. In addition, and as required by CEQA, formal Specific Plan Amendments shall be appropriately reviewed in accordance with the State CEQA Guidelines, with the City of Palmdale serving as the CEQA Lead Agency.

Any formal Specific Plan Amendment initiated by an applicant requires preliminary review by the Economic & Community Development Director, filing of an official application and required materials supporting the Amendment, submittal of a fee deposit, Planning Commission review and recommendations, and City Council review and final decision.

Amendments also may be initiated by the City Council or Planning Commission by utilizing the Amendments and Modifications to the Approved Specific Plan Process established in the City of Palmdale's Municipal Code. All Planning Commission-requested amendments shall be submitted and considered by the City Council and accepted for processing by a majority vote. City staff may initiate an amendment by submitting the requested amendment to the Planning Commission for a vote. Only amendments accepted by a majority vote of the Planning Commission shall be submitted to the City

Council for consideration; however, the Applicant shall have the right of appeal to City Council if the Planning Commission fails to approve.

In considering approval or disapproval of formal Specific Plan Amendments, the City Council shall find that the request is:

- Consistent with the goals, policies, and objective of the Specific Plan.
- Compatible with surrounding land uses with respect to use, development standards, density, or issues of health, public safety, and general welfare.
- Consistent with the overall design character and general structure of the Antelope Valley Commerce Center as set forth in Chapter 6, *Design Guidelines*, of this Specific Plan.

7.8 APPEALS

Appeals of any determination of the Economic & Community Development Director or the Planning Commission, may be made by the applicant or any other aggrieved party by filing an application on forms provided by the City of Palmdale and accompanied by the appropriate fee as established by City Council Resolution within 12 days following the final date of action for which an appeal is made. Appeal shall be processed consistent with the provisions of the City of Palmdale Municipal Code.

7.9 COMPLIANCE WITH MITIGATION MONITORING AND REPORTING PROGRAM

Certification of an EIR will occur concurrent with the approval of this Specific Plan. Development within the Antelope Valley Commerce Center Specific Plan shall comply with all approved mitigation measures as described in the MMRP included as part of the EIR.

7.10 PROJECT FINANCING

The financing of construction, operation, and maintenance of public improvements, facilities, and public services shall include funding through a combination of financing mechanisms. Prior to the recordation of final maps, a final determination shall be made by City of Palmdale staff and confirmed by the Economic and Community Development Director and City Engineer regarding the maintenance of public facilities, whether publicly or privately maintained. The developer will be responsible for construction of public improvements and facilities to support the Specific Plan Area. The City will maintain public streets and improvements except for parkway landscaping which shall be the responsibility of the abutting property owner or property owner association.

Implementation of the Antelope Valley Commerce Center Specific Plan may involve financing options including, but not limited to, the following:

7.10.1 Developer Funding

Onsite Facilities and improvements are directly associated with phases of development. Developers, builders, and property owners are expected to provide funding associated with these facilities and improvements to secure development rights. Onsite local streets, utility connections to existing service lines, and drainage facilities are examples of facilities and improvements typically required concurrent with development and often funded by the developer or builder.

7.10.2 Lighting Maintenance District (LMD)

Lighting Maintenance District (LMD) are used for maintenance and servicing of lighting through annual assessments on properties within the Industrial Land Use for this Specific Plan. Lighting district fund is solely for the maintenance of lighting related and not other improvements.

7.10.3 Other Funding Sources

Other funding sources may be available to finance various improvements associated with this Specific Plan. These sources include federal, state, regional, or local government grants, public agency construction, private developer coalitions, property owner association (maintenance), or various types of bonds not previously identified.

7.11 PHASING PLAN

As shown on Figure 7-1, *Building Phasing Plan*, the building development of the Antelope Valley Commerce Center is expected to occur in four (4) phases in response to market demands and according to a logical and orderly extension of roadways, public utilities, and infrastructure. Phase 1 includes the northern portion of the central Industrial lot, the northern portion of the western Industrial lot, and the Open Space area in the northwest; Phase 2 includes the southern portion of the central Industrial lot, and the southern portion of the western Industrial lot; Phase 3 includes the Commercial lot and the Industrial lot west of Public Street "A"; and Phase 4 includes the Industrial lot south of Public Street "C". The western Open Space area is not specifically tied to any of the development phases as it is anticipated to be developed in association with the project's environmental mitigation measures and project conditions of approval. These phases may be developed as subphases and may occur either sequentially or concurrently with one another. Development within the Specific Plan area can be developed out of phase subject to all required infrastructure being installed prior to building development. Phasing of the Specific Plan and associated improvements will be further dictated by the Development Agreement approved in conjunction with this Specific Plan.

7.11.1 Vehicular Circulation and Access Phasing Plan

As shown on Figure 7-2, *Vehicular Circulation and Access Phasing Plan*, the development and improvement of public streets and associated non-vehicular improvements occur in two phases. Improvement on Columbia Way (East Avenue M), installation of new traffic signals, and construction of the northern portion of Public Street "A" and Public Street "B" will be implemented during Phase 1 of development. The remaining southern portions of Public Street "A" and Public Street "B", Public Street "C", and Public Street "D" will be installed during Phase 2 of development. At the terminus of Public Street "A" and Public Street "B" during Phase 1, a cul-de-sac will be installed to facilitate traffic circulation until Phase 2 is implemented.

7.11.2 Potable Water Infrastructure Phasing Plan

As shown on Figure 7-3, *Potable Water Infrastructure Phasing Plan*, the development of potable water infrastructure occurs in two phases. Water lines in the northern portion of Public Street "A" and Public Street "B" and water the LACWW line along Columbia Way (East Avenue M) will be installed during Phase 1 of development; water lines in the southern portion of Public Street "A" and Public Street "B" and water line in Public Street "C" will be installed during Phase 2 of development.

7.11.3 Sanitary Sewer Infrastructure Phasing Plan

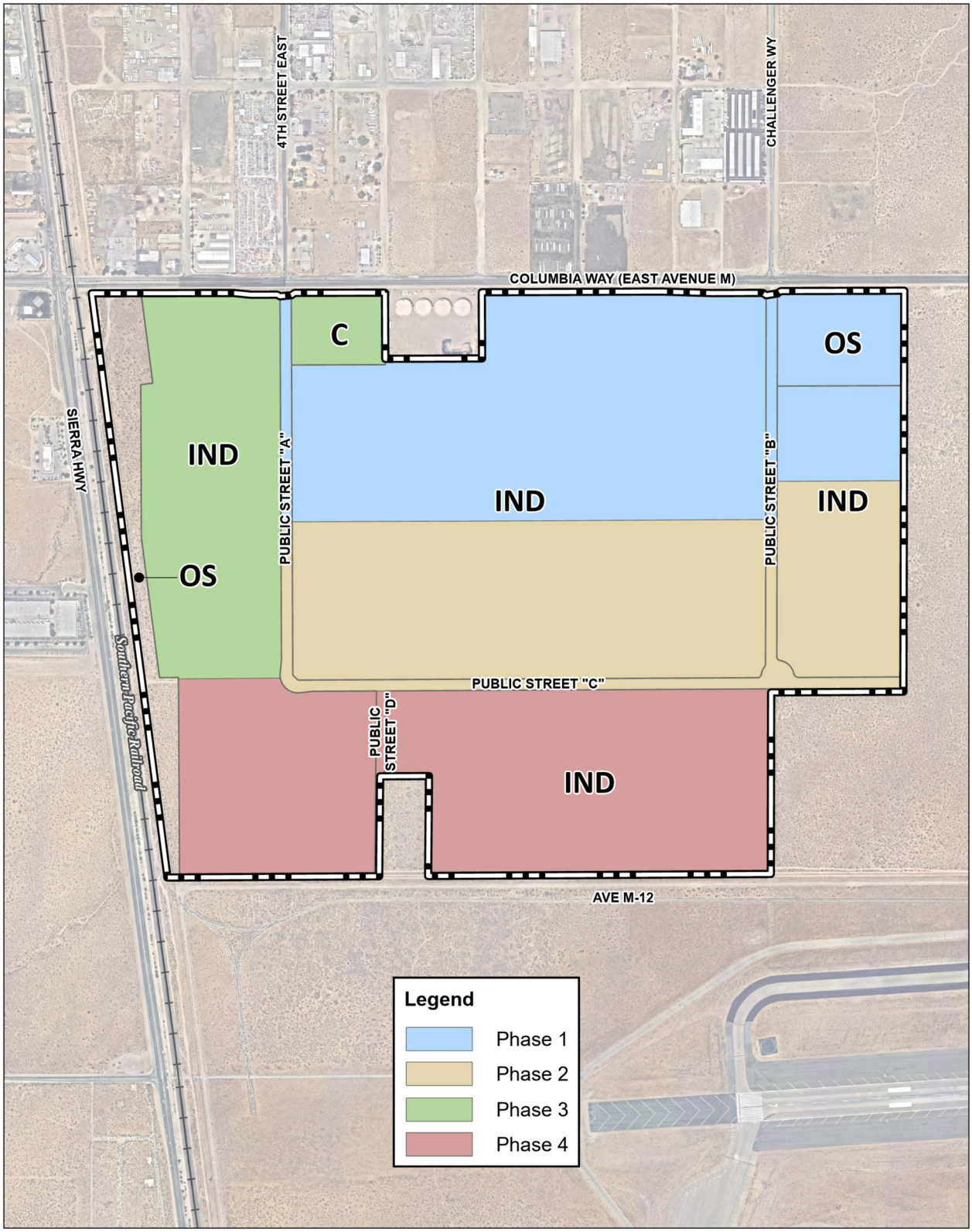
As shown on Figure 7-4, *Sanitary Sewer Infrastructure Phasing Plan*, the development of sanitary sewer lines occurs in two phases. Sanitary sewer lines in the northern portion of Public Street "A" and Public Street "B" will be installed during Phase 1 of development; sanitary sewer lines in the southern portion of Public Street "A" and Public Street "B" and sanitary sewer line in Public Street "C" will be installed during Phase 2 of development.

7.11.4 Storm Drain Infrastructure Phasing Plan

As shown on Figure 7-5, *Storm Drain Infrastructure Phasing Plan*, the development of storm drain infrastructures occurs in two phases. Storm drain travelling through the northern part of the central Industrial lot will be installed during Phase 1 of development; Storm drain in the northern portion of Public Street "A", storm drain in Public Street "C", and storm drain in Public Street "B" will be installed during Phase 2 of development.

7.11.5 Dry Utilities Infrastructure Phasing Plan

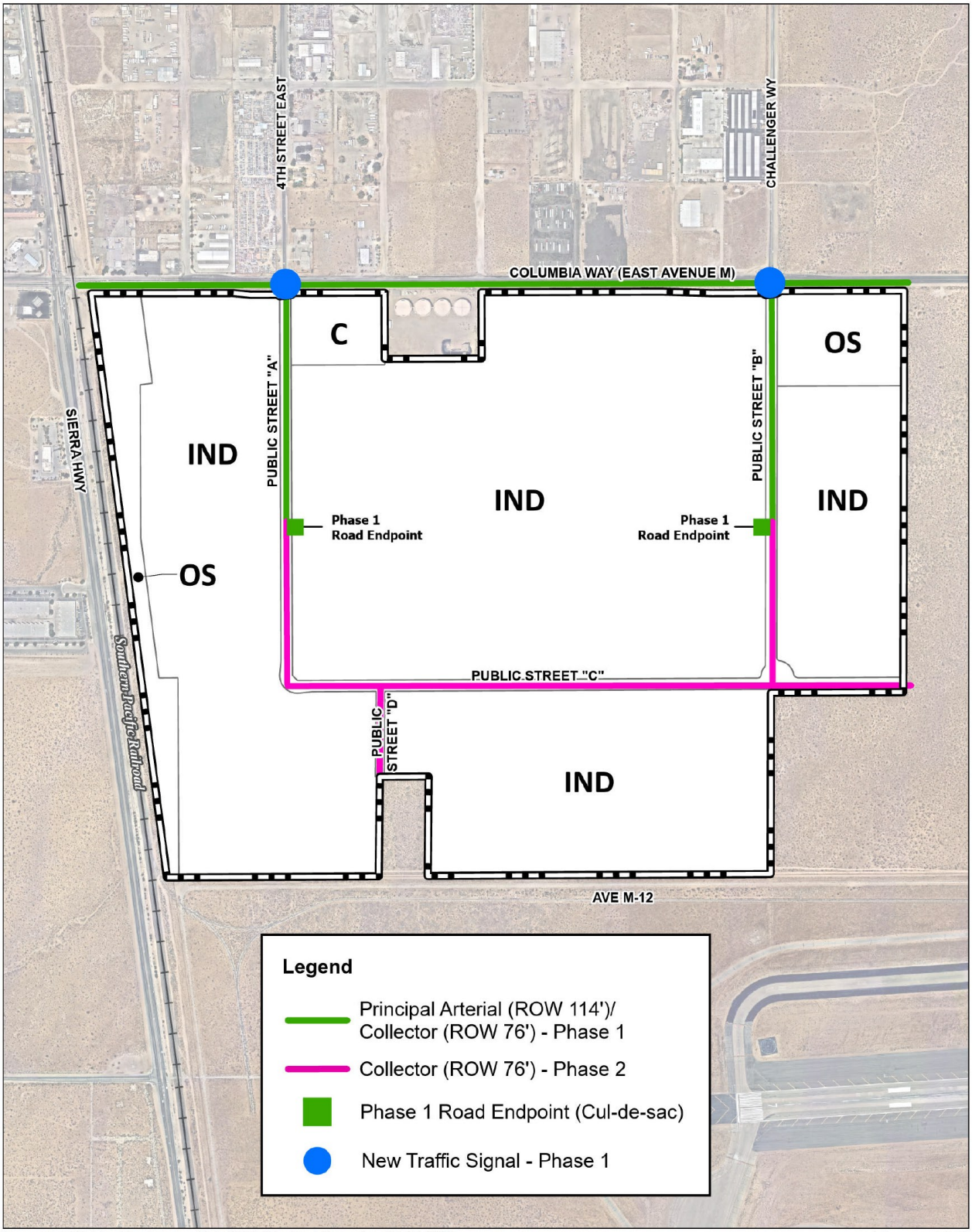
As shown on Figure 7-6, *Dry Utilities Phasing Plan Phasing Plan*, the development dry utilities will occur in two phases. Improvement on the northern portion of Public Street "A" and Public Street "B" will be implemented during Phase 1 of development; the southern portion of Public Street "A" and Public Street "B" and Public Street "C" will be installed during Phase 2 of development.



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 7-1

Building Phasing Plan

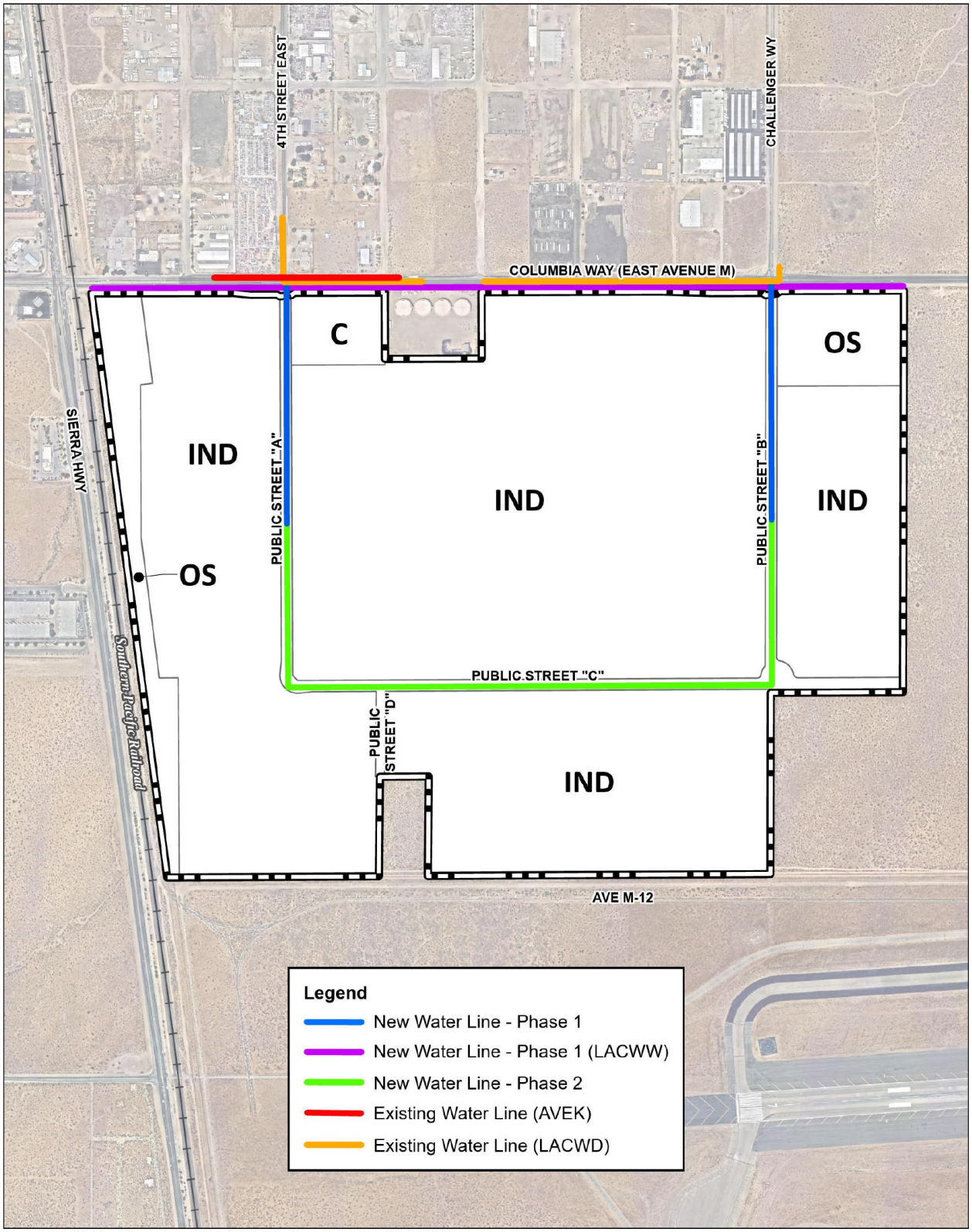


Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 7-2

0 250 500 1,000 Feet

Vehicular Circulation and Access Phasing Plan

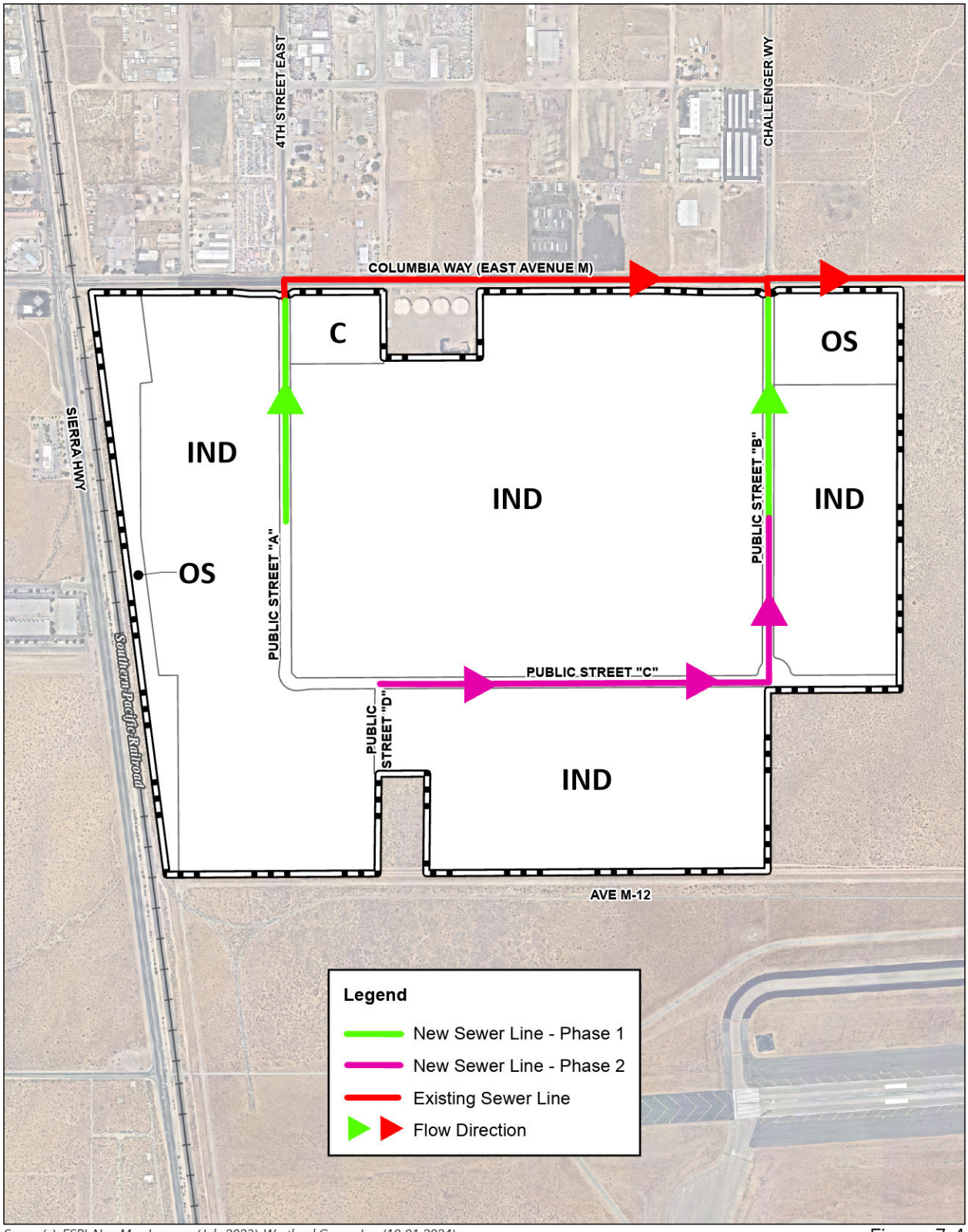


Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 7-3

0 250 500 1,000 Feet

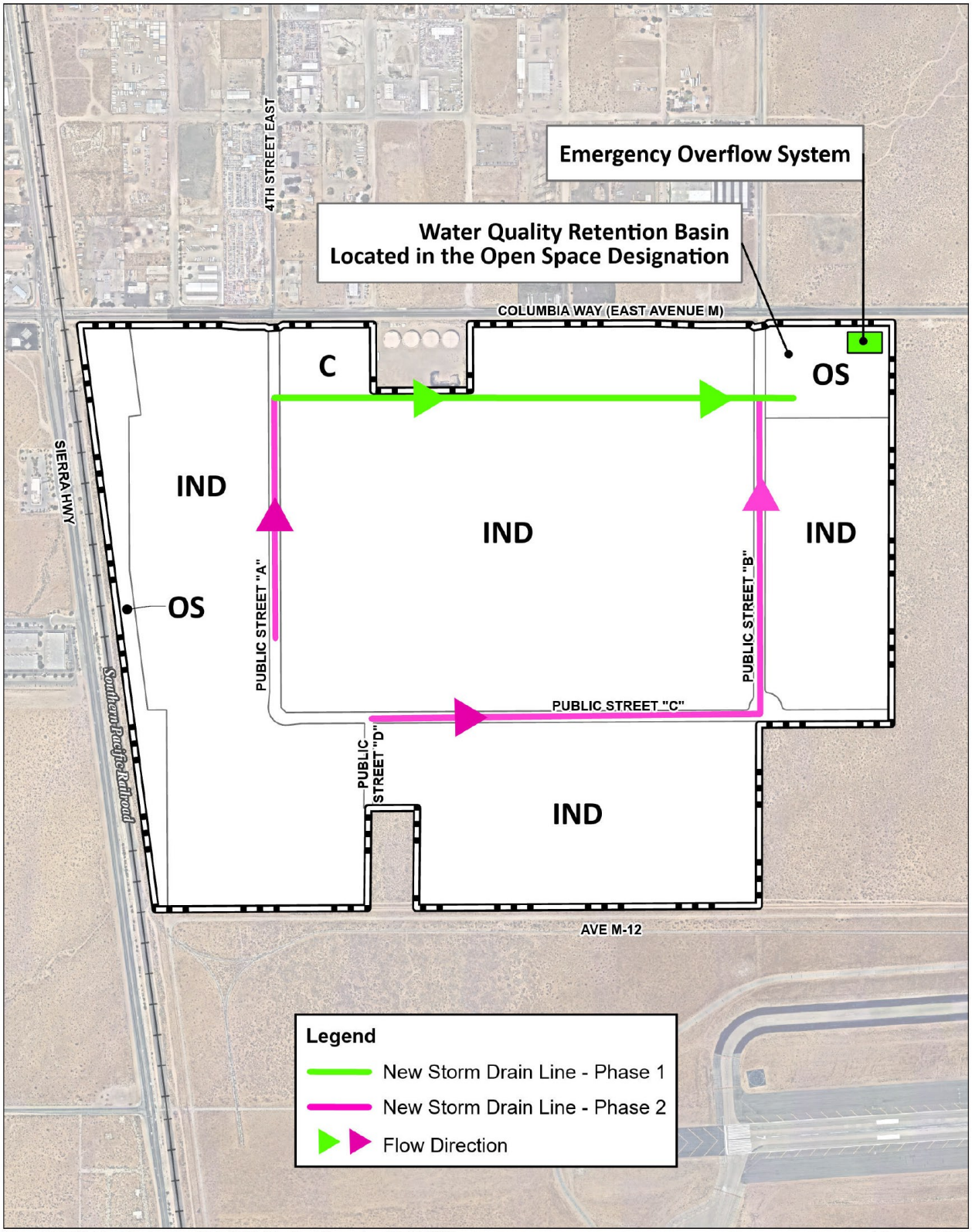
Potable Water Infrastructure Phasing Plan



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (10-01-2024)

Figure 7-4

Sanitary Sewer Infrastructure Phasing Plan

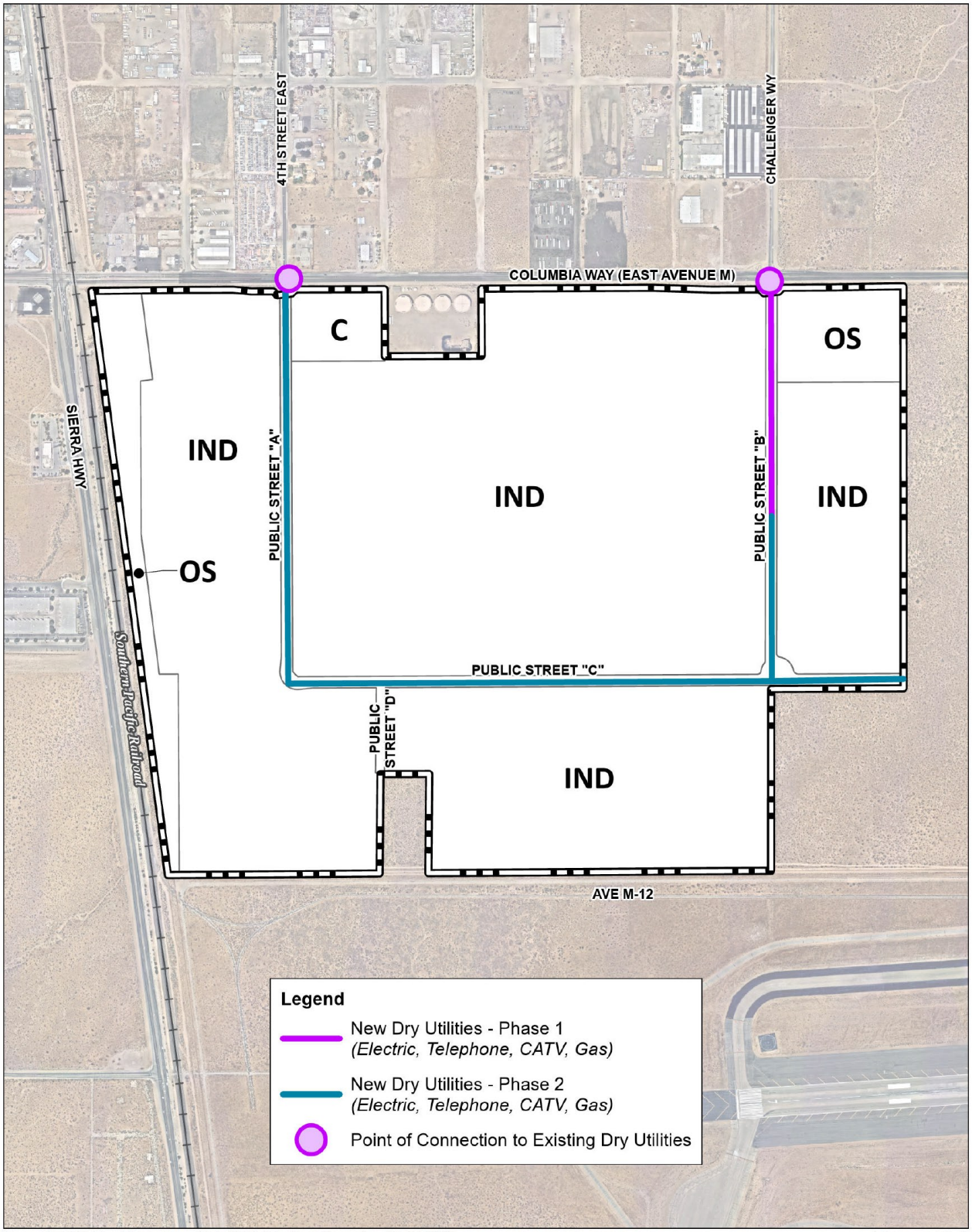


Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 7-5

0 250 500 1,000 Feet

Storm Drain Infrastructure Phasing Plan



Source(s): ESRI, NearMap Imagery (July 2023), Westland Group, Inc. (08-24-2023)

Figure 7-6

0 250 500 1,000 Feet

Dry Utilities Infrastructure Phasing Plan

7.12 Maintenance Plan

The public and private improvements to be constructed within the Antelope Valley Commerce Center Specific Plan shall be maintained through a combination of public and private entities as described in Table 7-1*, Maintenance Plan*. Table 7-1 provides a list of maintenance entity options that fund and/or maintain facilities within the Specific Plan. A Property Owners Association (POA) shall be established for the maintenance of common area landscape improvements and private roadways within areas of the Specific Plan. For areas in public ownership (such as public roadway ROWs), municipal maintenance districts shall fund the maintenance of these areas.

Table 7-1 Maintenance Plan

Facility	Responsible for Construction	Responsible for Ongoing Maintenance and Repairs
Roadways (Columbia Way (East Avenue M), Public Streets "A", "B", "C")		
▪ **Curb-to-Curb Improvements**	Master Developer	City of Palmdale and/or CFD/LLMD
▪ **Parkways within Public Right-of-Way (ROW) or LLMD**	Master Developer	City of Palmdale and/or CFD/LLMD
▪ **Neighborhood Edges, Master Plan Trails, and Medians**	Master Developer	City of Palmdale and/or CFD/LLMD
▪ **Landscape Buffer Located Outside Public ROW/LLMD**	Master Developer or Builder	Property Owners Association
Off-Street Parking Areas	Master Developer or Builder	Property Owner or Occupant
Traffic Control Signs – in the Public ROW/LLMD	Master Developer	City of Palmdale and/or CFD/LLMD
Traffic Control Signs – not in the Public ROW/LLMD	Master Developer	Property Owners Association
Streetlights – in the Public ROW	Master Developer	City of Palmdale and/or CFD/LLMD
Streetlights – not in the Public ROW/LLMD	Master Developer	Property Owners Association
Public Water, Sewer, and Storm Drain Improvements within Public ROW (excluding laterals)	Master Developer and Utility Provider	City of Palmdale and/or CFD/LLMD
On-site Landscaping and Irrigation	Master Developer or Builder	Property Owners Association AND Property Owner or Occupant
Common Open Space	Master Developer	Property Owners Association
Walls and Fences	Master Developer	Property Owners Association AND Property Owner or Occupant
Corner and Entry Monuments	Master Developer	Property Owners Association
Tenant Signage	Builder	Property Owners Association AND Property Owner or Occupant
Off-Street Lighting	Master Developer or Builder	Property Owners Association AND Property Owner or Occupant
Offsite Storm Water Drainage/Water Quality Facilities – within the Public ROW/LLMD	Master Developer and Utility Provider	City of Palmdale and/or CFD/LLMD
Onsite Storm Water Drainage/Water Quality Facilities (Swales, Basins, Biotreatment Filers, etc.)	Master Developer	Property Owners Association

Facility	Responsible for Construction	Responsible for Ongoing Maintenance and Repairs
Fiber Optic Communication System in the Public ROW	Master Developer, Builder, or Utility Provider	City of Palmdale and/or CFD/LLMD

APPENDIX A – CONSISTENCY WITH THE GENERAL PLAN

A.1 Overview

California Government Code (Title 7, Division 1, Chapter 3, Article 8, §§ 65450 through 65457) allows local government to adopt and administer specific plans as tools to implement their general plan; however, specific plans must demonstrate consistency with the goals and policies set forth in the local general plan. This Chapter provides a summary discussion to demonstrate that this Specific Plan is consistent with, and results in the implementation of, applicable primary goals and policies of the City of Palmdale 2045 General Plan.

A.2 General Plan Elements

A.2.1 Land Use and Community Design

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal LUD-4**:** *High-quality architecture and site design in the renovation and construction of all buildings.*	
Objective LUD-4.1 Quality Construction. Use simple, urban building forms made with permanent materials with high-quality detailing that stands the test of time.	**Consistent.** This Specific Plan establishes development standards and guidelines for the building forms. Chapter 6, *Design Standards and Guidelines*, describes the quality and character of the Specific Plan Area built environment, including criteria addressing architecture, lighting, signage, and landscape design.
Objective LUD-4.5 Attractive Building. Use visual and physical design cues within the design of a building and within building entries to emphasize the building entrance and connections to public spaces and public pathways/networks.	**Consistent**. Chapter 6, *Design Standards and Guidelines,* of the Specific Plan establishes development standards and guidelines for building entries that visually emphasize the building entrance and connections to public spaces and public pathways while ensuring the buildings and surrounding spaces are attractively designed.
Objective LUD-4.9 Public Streetscapes. Create pedestrian-oriented streetscapes by establishing unified street tree planting, sidewalk dimensions and maintenance, pedestrian amenities, and high-quality building frontages in all new development.	**Consistent.** The Specific Plan provides for a sidewalk and bike trail along Columbia Way (East Avenue M), bike lanes, and sidewalks along the public streets abutting and within the Specific Plan Area. Shade trees are to be provided along the trail and sidewalks to encourage non-vehicular transportation. Chapter 6, *Design Standards and Guidelines*, provides landscape guidelines for streetscapes within the Specific Plan.
Goal LUD-8**:** *A place that encourages and supports its local arts and community culture.*	
Objective LUD-8.1 Arts and Cultural Program. Expand arts and cultural programming in public spaces, building off the existing Public Art Master Plan.	**Consistent.** The Specific Plan identifies potential locations for the placement of public art within the Specific Plan Area. Chapter 5, *Development Standards*, and Chapter 6, *Design Standards and Guidelines*, provide guidelines for public art within the Specific Plan Area.

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal LUD-14: *Facilitate employment growth through expanded operations onsite and by preserving the buffer between Air Force Plant 42 and the rest of the city.*	
Objective LUD-14.1 Safeguarding Plant Operations. Support continued growth of Plant 42 operations in the Aerospace Industrial land use district. Maintain sufficient land to accommodate a wide variety of industrial uses to meet military and community needs.	**Consistent.** The Specific Plan proposes approximately 379.5 acres of industrial land use that can accommodate a wide variety of industrial activities as well as military and community needs. Chapter 5, *Development Standards*, provides a list of permitted uses that support continued growth of Plant 42 operations.
Objective LUD-14.3 Limited Non-Industrial Uses. Prevent non-industrial uses from locating in the Aerospace Industrial area (aside from uses that directly support Plant 42 or airport operations).	**Consistent.** The Specific Plan proposes approximately 379.5 acres of industrial land use and approximately 7.0 acres of commercial use. The commercial use is intended to directly support users of the Specific Plan Area and the surrounding Aerospace Industrial area. Chapter 5, *Development Standards*, provides a list of commercial land uses that will directly support the surrounding industrial operations.
Objective LUD-14.5 Circulation and Access. Maintain vehicular infrastructure and improve circulation to accommodate the unique demands of aerospace workplaces.	**Consistent.** The Specific Plan proposes frontage improvements to the southern half of Columbia Way (East Avenue M) and the development of four public streets within the Specific Plan Area. These capital improvements will directly benefit circulation to accommodate the demands of the industrial and aerospace workplaces. Chapter 4, *Infrastructure Plan*, further describes these capital improvements.
Goal LUD-16*: Increased job opportunities in Palmdale through expanded flex, light industrial, production/distribution/repair (PDR), and creative/flex land uses.*	
Objective LUD-16.2 Employment Diversity. Support a diverse mix of light industrial, information, film, makerspace, boutique food/wine/beer processing, local food, and technology uses to provide jobs and tax revenues for the community by allowing emerging economic uses and industries within the Mixed-Use and Employment designations.	**Consistent.** Table 5-1, *Permitted Uses*, of the Specific Plan provides a diverse mix of uses within the industrial and commercial land use. The mix of uses within the Specific Plan Area would provide job and tax revenues for the community by allowing emerging economic uses and industries.
Objective LUD-16.7 Industrial Incentives. Promote establishment of incentives for new light industrial development in Palmdale including the use of local, state, and federal programs.	**Consistent.** The Specific Plan proposes approximately 379.5 acres of industrial land use, which is consistent with the City's vision of providing opportunity for more light industrial development.
Goal LUD-17*: Facilitation of industrial areas that support and buffer Plant 42 while maintaining compatibility with adjacent non-industrial uses.*	

City of Palmdale General Plan Objective	Specific Plan Consistency
Objective LUD-17.2 Infrastructure Master Planning. Encourage master planning and infrastructure funding districts within industrial areas to ensure adequate and comprehensive provision of infrastructure and efficient, attractive designs, through cohesive planning of larger development projects.	**Consistent.** The Antelope Valley Commerce Center is a master planned industrial park that will ensure sufficient funding is secured for all infrastructure improvements to be made that are necessary to adequately serve the Specific Plan area. Chapter 4, *Infrastructure Plan,* and Chapter 7, *Implementation Plan*, represent how infrastructure improvements within the Specific Plan will be funded and developed.
Objective-17.3 Industrial Development Standards. Adopt development standards for industrial uses near residential uses, to ensure compatibility and aesthetically pleasing views from adjacent rights of way, including but not limited to standards for screening of outdoor storage, locations of loading and refuse disposal areas, height, bulk, impervious surface area, architectural enhancement, landscaping, and other measures as deemed appropriate.	**Consistent.** Chapter 5, *Development Standards*, and Chapter 6, *Design Standards and Guidelines*, of the Specific Plan provides development standards and design guidelines to ensure that the industrial and commercial buildings are aesthetically pleasing. Appropriate screening will be provided within the Specific Plan Area necessary to properly shield outdoor storage and other industrial activities from adjacent rights of way.
Goal LUD-18*: Attraction and stimulation of new employment uses through flexible land use regulations and supportive policies/actions.*	
Objective-18.2 Middle-Income Employment. Expand a core area of light industrial and service uses that provide middle-income jobs for Palmdale residents.	**Consistent.** The Specific Plan proposes approximately 379.5 acres of industrial land use. The proposed industrial developments will provide middle-income jobs for Palmdale residents.

A.2.2 Circulation and Mobility

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal CM-1: *Build and maintain a transportation system that is safe and comfortable for travelers of all modes regardless of age or ability.*	
Objective CM-1.1 Roadway Design. Design and maintain the public right-of-way through a complete streets approach that facilitates safe, comfortable, and efficient travel for all roadway users.	**Consistent.** The Specific Plan proposes abutting roadway improvements along the southern half of Columbia Way (East Avenue M) and constructing public streets within the Specific Plan Area that will improve circulation to accommodate the demands of the future workplaces. Chapter 4, Infrastructure Plan, provides detail of the roadway improvements.
Goal CM-2*: Build and maintain a transportation system that accommodates future growth and maintains transportation networks for all modes.*	

City of Palmdale General Plan Objective	Specific Plan Consistency
Objective CM-2.5 Multimodal Comfort. Prioritize quality of multimodal facilities with respect to a user's experience of stress, connectivity, and safety for streets with a non-automobile priority, and ensure the appropriate balance with vehicular operations.	**Consistent.** The Specific Plan provides for establishing a sidewalk and bike trail along the south side of Columbia Way (East Avenue M) abutting the site. In addition to the sidewalk and bike trail, interior public streets provide bike lanes and shaded sidewalks for non-automobile connectivity.

A.2.3 Economic Development

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal ED-1: *Preserve the existing economic base of high-quality jobs in the City.*	
Objective ED-1.1 Attract Manufacturing Employers. Attract supply chain employers for the manufacturing and defense industries to strengthen Palmdale's economic viability and competitiveness within these sectors.	**Consistent.** The Specific Plan proposes approximately 379.5 acres of industrial land use. The site is designed to attract supply chain employers, including manufacturing and defense industries, to strengthen Palmdale's economic viability and competitiveness within these sectors.
Objective ED-1.2 Employee Serving Amenities. Encourage the development of business and employee serving amenities (i.e., retail, dining, hospitality) proximate to existing districts.	**Consistent.** The Specific Plan proposes approximately 7.0 acres of commercial land use. The commercial land use is designed to primarily serve the businesses and employees within the Specific Plan Area and surrounding industrial areas.

A.2.4 Military Compatibility

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal MC-1: *Compatible adjacent land uses that support continued operation of Plant 42.*	
Objective MC-1.1 Aerospace Compatible Land. Maintain appropriate land use designations surrounding Plant 42 to limit incompatible uses and to ensure continued safe operation of airport activities.	**Consistent.** The Specific Plan proposes approximately 379.5 acres of industrial land use and 7.0 acres of commercial land use. Table 5-1, *Permitted Uses*, provide uses that are compatible with the Plant 42 AICUZ Report.
Objective MC-1.2 Land Use Buffers. Continue to buffer Plant 42 from adjacent, non-compatible residential and commercial uses by reviewing development applications in the Military Influence Area for potential conflicts.	**Consistent.** The Specific Plan proposes approximately 379.5 acres of industrial land use and 7.0 acres of commercial land use. Table 5-1, *Permitted Uses*, provide uses that are compatible with the Plant 42 AICUZ Report. Chapter 5, *Development Regulations*, provides certain standards to ensure the Specific Plan's compatibility with the neighboring Plant 42 area.

City of Palmdale General Plan Objective	Specific Plan Consistency
Objective MC-1.3 Non-Industrial Land. Limit non-industrial uses from locating in the Aerospace Industrial area (aside from uses that directly support Plant 42 or airport operations)	**Consistent.** The Specific Plan proposes approximately 7.0 acres of commercial land use. The commercial land use is designed to serve businesses and employees within the Specific Plan Area as well as the surrounding industrial areas. The commercial land use will not interfere with Plant 42 operations.
Objective MC-1.4 Evaluate Existing and Future Land Uses. Use overlay maps of the Air Installation Compatibility Use Zones (AICUZ) noise contours and Air Force Land Use Compatibility Guidelines to evaluate existing and future land use proposals.	**Consistent.** Uses within the Specific Plan Area are compatible with the AICUZ noise contours and the Air Force Land Use Compatibility Guidelines. Chapter 5, *Development Regulations*, provides standards to ensure the Specific Plan's compatibility with the neighboring Plant 42 area.
Goal MC-2*: *Mitigate and/or avoid encroachment of incompatible development into space utilized by Plant 42 air operations.	
Objective MC-2.2 AICUZ Consistency. Require all development to be consistent with DoD regulations as outlined in the Plant 42 AICUZ Report and comply with regulations which affect development in the Clear Zones/Accident Potential Zones.	**Consistent.** The Specific Plan is not within the Plant 42 AICUZ Clear Zones/Accident Potential Zones. Additionally, uses within the Specific Plan Area are compatible with the AICUZ noise contours and the Air Force Land Use Compatibility Guidelines. Chapter 5, *Development Regulations*, provides discussion on the Specific Plan's compatibility with the neighboring Plant 42 area.
Goal MC-3*: *Protect residents from excessive noise and protect Plant 42 from noise complaints by preventing incompatible land uses from encroaching upon the site.	
Objective MC-3.1 Noise and Overflight Compliance. Ensure that all new land use proposals comply with the noise and overflight policies of the most recent AICUZ for Plant 42.	**Consistent.** Uses within the Specific Plan Area are compatible with the AICUZ noise contours and the Air Force Land Use Compatibility Guidelines. Chapter 5, *Development Regulations*, provides discussion on the Specific Plan's compatibility with the neighboring Plant 42 area.

A.2.5 Equitable and Healthy Communities

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal EHC-12*: *A City designed to improve air quality and reduce disparate health impacts.	
Objective EHC-12.7 Toxic Air Emissions: Coordinate with regional, state, and federal agencies, including the U.S. Environmental Protection Agency, as well as large aerospace and industrial employers to decrease toxic chemical emissions. Proactively explore potential partnerships and interventions to decrease potential exposure of residents to these chemicals.	**Consistent.** The Antelope Valley Commerce Center Specific Plan EIR provides mitigation measures to reduce and/or eliminate unnecessary sources of air pollution before and after project construction. Refer to the Antelope Valley Commerce Center Specific Plan EIR for a detailed analysis of the mitigation measures to properties associated with the implementation of the Specific Plan.

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal EHC-16: *A City that improves public safety for all residents by reducing crime and injuries.*	
Objective EHC-16.1 Pedestrian and Bicyclist Safety. Strive for a safe transportation system by making transportation improvements in areas with a high incidence of collisions, injuries, and death, especially for pedestrians and bicyclists. Street improvements may include the following: • Marked crosswalks • Bicycle lanes • Traffic calming	**Consistent.** The Specific Plan represents the development of a sidewalk and bike trail along Columbia Way (East Avenue M) for pedestrians and bicyclists, as well as bicycle lanes and sidewalks within the interior public streets of the Specific Plan Area. The proposed infrastructure improvements are designed for and intended to provide a safe traveling environment for pedestrians and bicyclists.

A.2.6 Park, Recreation, and Open Space

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal PR-2: *Promote bicycling as an important mode of transportation and recreation in the City of Palmdale.*	
Objective PR-2.1 Bikeway Network. Encourage bicycle use by developing a comprehensive bikeway network for the city that meets access needs of all bicyclists.	**Consistent.** The Specific Plan represents providing a sidewalk and bike trail along Columbia Way (East Avenue M) for pedestrians and bicyclists, as well as bicycle lanes and sidewalks within the interior public streets of the Specific Plan Area. The sidewalk and bike trail along Columbia Way (East Avenue M) will provide connection to the existing Sierra Highway Trail to the west. Chapter 4, *Infrastructure Plan*, provides details of the proposed bikeway improvements.

A.2.7 Conservation

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal CON-1: *Protect Significant Ecological Areas in and around the City, including, but not limited to, sensitive flora and fauna habitat areas.*	
Objective CON-1.1 Endangered Species Protection. Ensure local compliance with the California Endangered Species Act and the Federal Endangered Species Act (ESA).	**Consistent.** The Antelope Valley Commerce Center Specific Plan EIR provides mitigation measures to ensure local compliance with the California Endangered Species Act and the Federal Endangered Species Act. Refer to the Antelope Valley Commerce Center Specific Plan EIR for a detailed analysis of the mitigation measures to properties associated with the implementation of the Specific Plan.

City of Palmdale General Plan Objective	Specific Plan Consistency
Objective CON-1.2 Joshua and Juniper Trees. Continue enforcing the City's Native Vegetation Ordinance to protect western Joshua trees and Juniper trees.	**Consistent.** This Specific Plan reserves approximately 29.3 acres of land for open space conservation, particularly for Joshua Tree habitat conservation. Refer to the Antelope Valley Commerce Center Specific Plan EIR for a detailed analysis of the mitigation measures to properties associated with the implementation of the Specific Plan.
***Goal CON-6**: Minimize the impacts of urban development on groundwater supplies.*	
Objective CON-6.2 Reduce Landscaping Irrigation Needs. Require the use of water conserving native or drought resistant plants and drip irrigation systems where feasible.	**Consistent.** Chapter 6, *Design Standards and Guidelines*, provides a plant palette for the Specific Plan. The plants represented are drought tolerant and are classified as either low or moderate water need in the Water Use Classification of Landscape Species (WUCOLS). Additionally, drip design irrigation systems are required for landscaping within the Specific Plan Area.
Goal CON-8: Protect historical and culturally significant resources, which contribute to the community'	
Objective CON-8.5 Tribal Consultation. Conduct Native American consultation consistent with the applicable regulations when new development is proposed in potentially culturally sensitive areas.	**Consistent.** The Antelope Valley Commerce Center Specific Plan EIR provides measures to ensure Native American consultation is conducted when a new development is proposed. Refer to the Antelope Valley Commerce Center Specific Plan EIR for a detailed analysis of the mitigation measures to properties associated with the implementation of the Specific Plan.
Objective CON-8.6 Discovery Coordination with Tribal Groups. When human remains suspected to be of Native American origin are discovered, coordinate with the Native American Heritage Commission and any local Native American groups to determine the most appropriate course of action.	**Consistent.** The Antelope Valley Commerce Center Specific Plan EIR provides mitigation measures to coordinate with Native American Heritage Commission and any local Native American groups when human remains are found. Refer to the Antelope Valley Commerce Center Specific Plan EIR for a detailed analysis of the mitigation measures to properties associated with the implementation of the Specific Plan.
Objective CON-8.7 Cooperation with Preservation Entities. Cooperate with private and public entities whose goals are to protect and preserve historic landmarks and important cultural resources.	**Consistent.** The Antelope Valley Commerce Center Specific Plan EIR provides mitigation measures to ensure historic landmarks and cultural resources are preserved. Refer to the Antelope Valley Commerce Center Specific Plan EIR for a detailed analysis of the mitigation measures to properties associated with the implementation of the Specific Plan.

A.2.8 Public Facilities, Services, and Infrastructure

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal PSFI-3: *Ensure all development in Palmdale is served by adequate water distribution and sewage facilities.*	
Objective PSFI-3.1 Local Drainage Detection Basins. Make use of interim local drainage detention basins to slow stormwater runoff until such time as permanent drainage facilities are constructed.	**Consistent.** The Specific Plan proposes two detention basins within its boundary. The detention basin proposed in the northwestern portion of the Specific Plan Area will be a regional basin and the detention basin proposed in the northeastern portion of the Specific Plan Area will be a basin intended to serve the Specific Plan Area.
Objective PSFI-3.3 Retention Facilities. Where feasible, plan for detention or retention facilities in areas where groundwater recharge can be accomplished.	**Consistent.** The Specific Plan proposes two detention basins within its boundary. The detention basin proposed in the northwestern portion of the Specific Plan Area will serve as a regional basin and the detention basin proposed in the northeastern portion will serve the Specific Plan Area.
Objective PSFI-3.4 Drainage Facilities. Through the development review process, reserve land in appropriate locations for construction of drainage facilities.	**Consistent.** This Specific Plan's sewer infrastructure is adequately sized to handle expected wastewater flows and properly maintained to protect the health of employees and visitors. Refer to Chapter 4, *Infrastructure Plan*, for details of the sanitary sewer system.
Objective PSFI-3.7 Public Sewer System Prioritization. Require that all commercial, industrial, institutional, and multiple family uses be connected to a public sewer system with only limited use of private sewage disposal systems.	**Consistent.** This Specific Plan's sewer infrastructure will connect to the existing public sewer system established along Columbia Way (East Avenue M). Refer to Chapter 4, *Infrastructure Plan*, for details of the sanitary sewer system.
Objective PSFI-3.16 Service Levels. Provide sufficient levels of water, sewer, and storm drain services throughout the City.	**Consistent.** This Specific Plan's utility infrastructure will be sufficient to serve the Specific Plan Area. Refer to Chapter 4, *Infrastructure Plan*, for details of the utility infrastructure system.
Goal PSFI-4: *Maximize the use of infrastructure facilities through appropriate land use strategies.*	
Objective PFSI-4.5 Planning Documents. Require comprehensive planning documents such as area plans, specific plans, and development agreements, to specify the nature, timing and financing of both capital improvements and ongoing operations/maintenance of public improvements and services.	**Consistent.** The Antelope Valley Commerce Center will provide necessary funding to provide all necessary infrastructure and public improvements. Chapter 4, *Infrastructure Plan,* and Chapter 7, *Implementation Plan*, provide detail on how the infrastructure within the Specific Plan will be installed and funded.
Goal PSFI-5: *Ensure that adequate public utilities are available to support development in an efficient and orderly manner.*	

City of Palmdale General Plan Objective	Specific Plan Consistency
Objective PSFI-5.2 On-site Infrastructure. Require all new development, including major modifications to existing development, to construct required on-site infrastructure improvements pursuant to City standards.	**Consistent.** All infrastructure necessary to serve the Specific Plan will be constructed in accordance with and pursuant to all applicable City standards. Refer to Chapter 4, *Infrastructure Plan*, for details of the utility infrastructure system.
Goal PSFI-6: *Coordinate with utility providers to support adequate provision of critical utilities.*	
Objective PSFI-6.3 New Utility Development. When feasible, require new utility lines to be constructed underground and along existing utility corridors.	**Consistent.** This Specific Plan's utility infrastructure improvements will utilize existing corridors and be primarily established within the public street rights-of-way. Refer to Chapter 4, *Infrastructure Plan*, for details of the utility infrastructure system.

A.2.9 Safety

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal SE-1: *A city with minimal public health, safety, and welfare impacts resulting from seismic hazards.*	
Objective SE-1.1 Geological Review. Review development within or adjacent to geologic hazard zones and provide copies of geotechnical reports and studies to be reviewed by a qualified geologist and implement recommendations to ensure adequate provisions for public safety.	**Consistent.** The Antelope Valley Commerce Center Specific Plan EIR provides mitigation measures to ensure adequate provisions for public safety. Refer to the Antelope Valley Commerce Center Specific Plan EIR for a detailed analysis of the mitigation measures to properties associated with the implementation of the Specific Plan.
Goal SE-6: *Minimize impacts to public safety and property resulting from aircraft accidents.*	
Objective SE-6.1 Consistent Development with Department of Defense. Require all development to be consistent with Department of Defense regulations as outlined in the Air Force Plant 42 Air Installation Compatibility Use Zone (AICUZ) Report and comply with applicable FAA regulations that affect development in the Accident Potential Zones.	**Consistent.** This Specific Plan is consistent with the Plant 42 AICUZ Report and applicable FAA regulations. Furthermore, future development on the Specific Plan property would be required to comply with the development standards and design guidelines established in this Specific Plan, as well as the applicable requirements from the City of Palmdale, which would preclude any potential inconsistencies with the Palmdale Regional Airport Land Use Plan.

A.2.9 Sustainability, Climate Action, and Resilience

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal SCR-4: *Reduce greenhouse gas emissions from transportation (SB 379, EO N-79-20).*	

City of Palmdale General Plan Objective	Specific Plan Consistency
Objective SCR-4.1 Bike Facilities. Promote bicycle use with new private development projects through requirements for bicycle parking, lockers and showers, bike share facilities, and when feasible, connections to City bike lanes.	**Consistent.** The Specific Plan provides a sidewalk and bike trail along Columbia Way (East Avenue M) for pedestrians and bicyclists, as well as bicycle lanes and sidewalks within the interior public streets of the Specific Plan Area. The sidewalk and bike trail along Columbia Way (East Avenue M) will provide connection to the existing Sierra Highway Bike Trail. Additionally, employee amenities, as discussed in Chapter 6, will provide bicycle parking and lockers and showers. Chapter 4, *Infrastructure Plan*, provides details of the proposed bikeway improvements.
Objective SCR-4.7 Pedestrian and Cyclist Safety. Promote bicycle and pedestrian modes of travel by promoting pedestrian and cyclist safety.	**Consistent.** The Specific Plan provides a sidewalk and bike trail along Columbia Way (East Avenue M) for pedestrians and bicyclists, as well as bicycle lanes and sidewalks within the interior public streets. Bike lanes and sidewalks will be either curb separated or marked to promote safe bicycle and pedestrian modes of travel.

A.2.10 Air Quality

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal AQ-1: *Minimize local air pollution caused by motor vehicles.*	
Objective AQ-1.1 Reduced Work-Related Trips. Reduce the number and length of work-related trips through such means as providing a balance of jobs and housing in the community, promoting alternate work schedules, telecommuting, tele-conferencing, company-sponsored ride-share and alternative fuel vehicle programs, use of commuter trains and other alternative modes of transportation to the workplace, creation of additional park and ride facilities, and improving the fiber optic network and connectivity.	**Consistent.** The Antelope Valley Commerce Center Specific Plan EIR provides mitigation measures that reduce the number and length of work-related trips. Refer to the Antelope Valley Commerce Center Specific Plan EIR for a detailed analysis of the mitigation measures to properties associated with the implementation of the Specific Plan.
Goal AQ-3: *Reduction and/or elimination of unnecessary sources of air pollution.*	
Objective AQ-3.3 Complete Streets. Design a more effective street system by emphasizing complete streets which accommodate all modes of transportation.	**Consistent.** The streets within the Specific Plan Area will accommodate all modes of transportation. The Specific Plan provides a sidewalk and bike trail along Columbia Way (East Avenue M) for pedestrians and bicyclists, and bicycle lanes and sidewalks within the interior public streets of the Specific Plan Area.

A.2.11 Noise

City of Palmdale General Plan Objective	Specific Plan Consistency
Goal N-3: *Promote noise compatible land uses within the 65 dBA CNEL contour and the Frequent Overflight Area of Air Force Plant 42.*	
Objective N-3.1 Frequent Overflight Area. Designate and permit employment flex, industrial, aerospace industrial, and similar uses within the 65 dBA CNEL contour and the Frequent Overflight Area.	**Consistent.** The proposed use within the Antelope Valley Commerce Center will be mostly Industrial with a small portion for Commercial uses. The Los Angeles County Airport Land Use Plan allows for industrial and commercial use within the 65 CNEL contour and future uses within the Specific Plan Area that will not be adversely affected by aircraft and associated noise.

APPENDIX B – LAND USE DEFINITIONS

The following definitions are intended to provide a general description of each use category. Uses not addressed in the Land Use Table (i.e., Table 5-1) are prohibited. However, the City of Palmdale's Economic & Community Development Director has the discretion to make land use interpretations based upon the description of the proposed use and similarities with the listed uses.

WAREHOUSE, TRANSPORTATION, FREIGHT AND STORAGE SERVICES

Courier and Delivery Services, including Parcel and Package Delivery: Facilities that include sorting, processing, and distribution of parcels to consumers and/or to other inter-transfer facilities.

Cold Storage Plants: Facilities that provide storage and warehousing of perishable items such as meat, produce, and dairy products at an optimum temperature to extend their life.

Data Processing Center: Facilities that provides storage to computers, telecommunications equipment, and environmental control systems (air conditioning) for businesses to process information and data.

Fulfillment Center: Facilities that provide storage and warehousing services, which also includes shipping and distribution of parcels.

Furniture Moving and Storage: Facilities that provides indoor space for furniture storage and accommodates for parking and storage of moving trucks and vans.

Industrial Retail Sales – Up to 15% of Building Gross Floor Area: Facilities that provide less than 15% of the building's gross floor area for wholesale or sale of finished products.

Industrial Retail Sales – Over 15% of Building Gross Floor Area: Facilities that provide more than or equal to 15% of the building's gross floor area for wholesale or sale of finished products.

Industrial Robotics Manufacturing and Assembly: Facilities that utilize robotics to automate repetitive, menial tasks such as material handling and assembly.

Truck and Trailer Storage: Facilities that accommodates for parking and storage of trucks, truck tractors, and/or truck trailers.

Truck Terminal: Any facility and improvements used for trucking/freight operations or freight transfer truck terminals including the parking, servicing, repairing, storage of trucks, truck tractors, and/or truck trailers.

Warehousing of materials or products for which a conditional use permit is not required for the manufacture, storage, distribution, or wholesale of that product: Facilities that provides wholesale, storage, and warehousing to retailers from the premises of finished products.

MANUFACTURING

Aircraft and Component Parts; Manufacture, Testing, Modification, Repair, Overhaul and Storage of: Establishments engaged in the assembly, fabrication, or manufacturing of aerospace products from extracted or raw materials or recycled or recycled or secondary materials, or bulk storage and handling of such products and materials. Includes manufacturing, testing, modification, repair, overhaul, and storage of aircraft and component parts, communications equipment, aircraft instruments and equipment, missiles, space vehicle propulsion units, and freight and distribution services ancillary to aircraft operations. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing or testing process.

Alcoholic Beverages; distilling, bottling, wholesale, and distribution: Establishment engaged in the production, processing, packaging, or manufacturing of alcoholic beverage products primarily for off-site consumption, where retail sales are incidental.

Apparel and Textile Products: Indoor establishment engaged in the assembly, fabrication, or manufacturing of apparel and textile products from extracted, raw, recycled or secondary materials, or bulk storage and handling of such products and materials. Production typically involves some transformation by way of heating, chilling, combining, or through a chemical or biochemical reaction or alteration. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing process. These industrial activities may produce impacts on nearby properties including, but not limited to, noise, gas, odor, dust, or vibration.

Concrete and Related Construction Materials: Indoor establishment engaged in manufacture of concrete and other construction materials including by not limited to bricks, cement, tiles, pipes, and glass. Production typically involves some transformation in way of heating, chilling, combining, or through a chemical reaction. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing process. These industrial activities may produce impacts on nearby properties including, but not limited to, noise, gas, odor, dust, or vibration.

Electronic and Electrical Equipment: Indoor establishments engaged in manufacturing of electronic and electrical equipment and finished parts primarily from previously prepared materials by means of physical assembly or reshaping. These industrial activities produce limited impacts on nearby properties including, but not limited to, noise, gas, odor, or vibration.

Fabricated, Machine, and Sheet Metal Shops: Indoor establishment engaged in the assembly, fabrication, or manufacturing of metal products from extracted, raw, recycled or secondary materials, or bulk storage and handling of such products and materials. Production typically involves some transformation by way of heating, chilling, combining, or through a chemical or biochemical reaction or alteration. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing process. These industrial activities may produce impacts on nearby properties including, but not limited to, noise, gas, odor, dust, or vibration.

Food Products: Establishment engaged in the production, processing, packaging, or manufacturing of food or beverage products for off-site consumption and any instruction, direct sales, or on-site consumption are incidental to the food production activity.

Furniture and Fixtures; distribution, manufacturing, and refinishing: Indoor establishments engaged in manufacturing of furniture and fixtures and finished parts primarily from previously prepared materials by means of physical assembly or reshaping. These industrial activities produce limited impacts on nearby properties including, but not limited to, noise, gas, odor, or vibration.

Miscellaneous Manufacturing and Industries: Indoor establishment engaged in the assembly, fabrication, or manufacturing of non-edible products from extracted, raw, recycled or secondary materials, or bulk storage and handling of such products and materials. Production typically involves some transformation by way of heating, chilling, combining, or through a chemical or biochemical reaction or alteration. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing process. These industrial activities may produce impacts on nearby properties including, but not limited to, noise, gas, odor, dust, or vibration.

Paper Printing, Published, and Allied Products: Indoor establishments engaged in manufacturing of paper products and finished parts primarily from previously prepared materials by means of physical assembly or reshaping. These industrial activities produce limited impacts on nearby properties including, but not limited to, noise, gas, odor, or vibration.

Plastics and Rubber Products (manufacturing and assembly): Indoor establishment engaged in the assembly, fabrication, or manufacturing of plastic and rubber products from extracted, raw, recycled or secondary materials, or bulk storage and handling of such products and materials. Production typically involves some transformation by way of heating, chilling, combining, or through a chemical or biochemical reaction or alteration. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing process. These industrial activities may produce impacts on nearby properties including, but not limited to, noise, gas, odor, dust, or vibration.

Transportation Equipment: Indoor establishment engaged in the assembly, fabrication, or manufacturing of transportation equipment from extracted, raw, recycled or secondary materials, or bulk storage and handling of such products and materials. Production typically involves some transformation by way of heating, chilling, combining, or through a chemical or biochemical reaction or alteration. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing process. These industrial activities may produce impacts on nearby properties including, but not limited to, noise, gas, odor, dust, or vibration.

Weapons and/or Ammunition; storage and warehousing: Indoor establishment engaged in the assembly, fabrication, or manufacturing of weapons and/or ammunition from extracted, raw, recycled or secondary materials, or bulk storage and handling of such products and materials. Production typically involves some transformation by way of heating, chilling, combining, or through a chemical or biochemical reaction or alteration. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing process. These industrial activities may produce impacts on nearby properties including, but not limited to, noise, gas, odor, dust, or vibration.

Wood Products: Indoor establishment engaged in the assembly, fabrication, or manufacturing of wood products from extracted, raw, recycled or secondary materials, or bulk storage and handling of such products and materials. Production typically involves some transformation by way of heating, chilling, combining, or through a chemical or biochemical reaction or alteration. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing process. These

industrial activities may produce impacts on nearby properties including, but not limited to, noise, gas, odor, dust, or vibration.

PUBLIC, QUASI-PUBLIC AND INSTITUTIONAL USES

Electric Vehicle Charging Stations: Facilities that will supply electrical power for charging plug-in electric vehicles including electric cars and plug-in hybrids.

Fire/Police Stations: Facilities to accommodate for storage of firefighting apparatus such as fire engines and related vehicles, personal protective equipment, fire hoses, and specialized equipment, and/or to accommodate a police headquarter for a particular district, for which police officers are dispatched.

Post Office and Distribution Center: Public department or corporation responsible for mail services and distribution of packages.

Public Utilities/Public Works Storage and Maintenance Yards: Public Utility/Public Works Storage are used to store maintenance equipment for water, sewer, telephone, communication, cable television, natural gas, or electric services.

Utility Facilities: Public Utility/Public Works Storage are used to generate, store, distribute, or provide water, sewer, telephone, communication, cable television, natural gas, or electric services to the public.

RETAIL, PERSONAL, AND FOOD SERVICES

Automotive Parts and Supplies: Establishment that provides for sale of automotive parts and related products.

Barber and Beauty Shops: Establishment that provide services to individual as a primary use. Barber and beauty shops may also include accessory retail sales of products related to the services provided.

Bicycles, parts and accessories: Establishments that provides for sale of bicycles and associated parts and accessories.

Building Materials and Supplies: Retail sales or rental of building supplies or equipment. This classification includes but not limited to lumber yards, tool and equipment sales or rental establishments, and includes establishments devoted principally to taxable retail sales to individuals for their own use.

Caterers and Mobile Food Services: Businesses preparing and/or packaging food primarily for off-site consumption, excluding those of an industrial character in terms of processes employed, waste produced, water used, and traffic generated.

Coffee Shops: Establishments where food and beverages are prepared and are sold to patrons for predominately off-site consumption. Coffee shops may include limited seating for on-site consumption of products.

Convenience Stores: Neighborhood-serving retail store of 5,000 square feet or less in gross floor area that carries a range of merchandise oriented to daily convenience shopping needs, which may include grocery items and alcoholic beverage sales.

Delicatessens and Sandwich Shops: Establishments where food and beverages are prepared and are sold to patrons for predominantly off-site consumption. Delicatessens and sandwich shops may include limited seating for on-site consumption of products.

Dry Cleaners and Launderers: Establishment that provide dry cleaning and laundry services to individual as a primary use.

Restaurants, with or without a Drive-Through: Establishment operated for the primary purpose of providing food, beverages, or meals for compensation that has suitable kitchen facilities for preparation, storage, and service food. Food service may be for on-site consumption, off-site consumption, or a combination of service types. Restaurants can have an affiliated drive-through facility for the service of food and beverages directly to patrons in vehicles.

Feed, Grain, and Hay: Establishments that provides for the sale of feed, grain, and hay.

Florist Shops: Establishments that provides for the sale of flowers and associated merchandise.

General Retail Stores: Establishments that provide retail and rental of merchandise. Retail establishments include but are not limited to department stores, home improvement centers, clothing stores, furniture stores, pet supply stores, small hardware stores, and other goods stores.

Grocery Stores: An establishment over 5,001 square feet, primarily engaged in the retail sale of products including, but not limited to, meat, dry goods, canned goods, produce, dairy, fresh and prepared meats, fish, and poultry.

Gym and Fitness Studios: Establishment that provides exercise and other health fitness conditioning, including gymnasiums, aerobic dance and exercises classes, reducing salons, spas, and similar fitness facilities.

Hardware Stores: Establishment that provides for sale of tools, machinery, and other durable equipment.

Machinery, Equipment, and Supplies: Establishment that provides for sale and rental of heavy machinery, equipment, and associated supplies.

Mail Order Businesses (excluding warehousing): Establishment that provides a temporary storage or pick up location for mail order merchandises.

Microbrewery, Brewpub, or Winery: Establishments engaged in the production, processing, packaging, or manufacturing of alcoholic beverage products primarily for off-site consumption, where retail sales are incidental. Microbrewery, Brewpub, or Winery allows for alcoholic beverages to be sold and consumed on site.

Nail Salons: Establishment that provide nail services to individuals as a primary use. Nail salons may also include accessory retail sales of products related to the services provided.

Plumbing and Heating Equipment and Supplies: Establishment that provides for sale and rental of plumbing and heating equipment and associated supplies.

MISCELLANEOUS SERVICES AND OTHER USES

Automobile and Truck Repair Garages: Establishments that engages in general automotive repair, including but not limited to regular maintenance services, engine repair, radiator repair, exhaust system repair, brake relining, and wheel alignment.

Equipment Rental: Establishment that provides for rental of large equipment, machinery, and associated supplies.

Graphic and Interior Design Services: Office space that provides graphic and interior design consultation services.

Laboratories, Research and Development, and Testing Services: Any business combining activities, laboratories, and facilities for research; uses involve the production of experimental products that neither constitute nor cause a public health risk to employees and/or to surrounding properties and/or residents.

Linen and Uniform Laundry Services: Indoor establishments engaged in laundry processing and other cleaning operations.

Natural Areas, Open Space Areas, Biological Preserves: Natural open space, and habitat and/or resource conservation areas.

Motion Picture and Sound Studios, Editing, Sound Mixing, and Associated Material Storage: Motion picture and television facilities, and related media support facilities for the production, processing, reconstruction, synchronization of film with soundtrack, and distribution of motion pictures and other forms of audiovisual products.

Photographic Processing, Developing, and Printing: Facilities that provide photograph development services to individuals as a primary use. Photographic processing, developing, and printing facilities may include accessory retail sales of products related to the services provided.

Water Detention, Retention, and Water Quality Basins: Facilities constructed for storage or conveyance of storm runoff in drainage channels.

Outdoor Storage: Establishment that provides outdoor storage of business-related materials, products, or equipment.

Temporary Uses: A use established for a specified period of time, with the intent to discontinue the use at the end of the designated time period.

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
RESOLUTION NO. CC 2025-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING GENERAL PLAN AMENDMENT 22-001, TENTATIVE PARCEL MAP 83738, SITE PLAN REVIEW 22-008, AND A FORM OF DEVELOPMENT AGREEMENT 22-001 FOR THE SUBDIVISION OF A 432.9-ACRE SITE INTO 19 LOTS TO ACCOMMODATE PHASED DEVELOPMENT OF A MASTER-PLANNED COMMERCE CENTER AND CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2022090009), AND ADOPTION OF THE MITIGATION MONITORING AND REPORTING PROGRAM AND STATEMENT OF OVERRIDING CONSIDERATIONS (APNS: 3126-022-926 THROUGH -929)

WHEREAS, AVCC Master, LLC has filed an application requesting approval of General Plan Amendment (GPA) 22-001, Tentative Parcel Map (TPM) 83738, Site Plan Review (SPR) 22-008, and a form of Development Agreement (DA) 22-001, collectively referred to as the Antelope Valley Commerce Center (hereinafter referred to as "Application"); and

WHEREAS, The Application applies to four parcels totaling 432.9 acres located south of Columbia Way/East Avenue M and east of the Union Pacific Railroad tracks adjacent to Sierra Highway indicated on the Los Angeles Assessor Roll as Assessor Parcel Numbers 3126-022-926, 3126-022-927, 3126-022-928, and 3126-022-929, as legally described in Exhibit A hereto and shown on the map attached as Exhibit B; and

WHEREAS, on December 12, 2024, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2024-027 recommending City Council approval of the Application; and

WHEREAS, on January 22, 2025, the City Council of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date. Evidence, both written and oral, was duly presented and considered by the City Council at the aforesaid public hearing, including but not limited to, the staff report dated January 22, 2025. All legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. The City Council hereby finds as follows with respect to the environmental documentation prepared for the Application:

A Pursuant to the California Environmental Quality Act (CEQA), an Environmental Impact Report (Exhibit J) has been prepared and circulated to evaluate the potential environmental impacts associated with planning, constructing, and operating the proposed Project. The City determined that the proposed Project would result in no impacts or less than significant impacts to the following environmental topics: Agriculture and Forestry Resources; Mineral Resources; Population and Housing; and Recreation. Mitigation measures for Aesthetics, Biological Resources, Cultural Resources, Energy, Geology/Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Public Services, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire were included to reduce impacts to a less than significant level. A Statement of Overriding Considerations (Exhibit K) was prepared for project-specific impacts found to be significant and unavoidable in the areas of Air Quality, Greenhouse Gas Emissions, and Transportation, and mitigation measures were included to reduce these impacts to the greatest possible extent.

B The custodian of records for the environmental document, and all other materials which constitute the record of proceedings upon which the City Council's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200. In addition, the Final EIR is available at: https://www.cityofpalmdaleca.gov/277/Environmental-Documents.

SECTION 3. Based upon substantial evidence presented to the City Council during the January 15, 2025, public hearing, including public testimony and written and oral staff reports, the City Council specifically finds as follows:

A The site plan is consistent with the City's General Plan and any applicable Specific Plan. (SPR)

The Application includes approval of the comprehensive and cohesive buildout of the project site, which requires concurrent approval of a General Plan Amendment. The General Plan Consistency and Specific Plan Consistency tables are provided in Exhibits C and D and include

specific goals, policies and development standards that are implemented by this Application. The existing and proposed land use designation is also provided in Exhibits E and F. Proposed land uses are primarily industrial, with smaller areas of commercial and open space, which are generally consistent with the intended uses within the existing General Plan land use designation of Employment Flex (EMPFX). The proposed Open Space designation within the proposed Specific Plan will be utilized primarily for drainage and for the preservation of the western Joshua Tree, consistent with several policies of the General Plan.

B The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area. (TPM)

Chapter 5 – Development Regulations, Chapter 6 – Design Guidelines, and Chapter 7 – Implementation Plan of the associated Specific Plan (SPL 22-001) provide extensive standards, design criteria and regulatory procedures for the orderly, phased development of the Specific Plan area. In addition, the TPM prepared for the project meets the requirements specified within the Specific Plan and subdivides the 432.9-acre site into individual lots that are consistent with the development pattern proposed.

C The site is physically suitable for the type and proposed density of development proposed by the tentative map. (TPM)

With the implementation of the Development Regulations and Design Guidelines specified within the associated Specific Plan (SPL 22-001), which was drafted for consistency with the General Plan, and the mitigation measures included in the project EIR to reduce potential impacts to the greatest extent possible, the Specific Plan area, which includes the proposed tentative map, is suitable for the density and intensity of the proposed development. Additionally, each phase of the Specific Plan and any modifications to the plan will be reviewed separately for consistency with all applicable regulations.

D The proposed change in land use is consistent with State law. (GPA)

California Government Code §§ 65450 through 65457 requires all Specific Plans to be consistent with the General Plan and to include adequate text and diagrams to address the following project concerns:

- The distribution, location, and extent of the proposed land uses, including open space within the plan area;

- The distribution, location, and extent and intensity of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed within the project area and needed to support the plan;
- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources; and,
- A program of implementation measures including regulations, programs, public works projects, and financing measures, necessary to carry out the items above.

Chapters 3 through 7 (Land Use, Infrastructure Plan, Development Regulations, Design Guidelines, Implementation Plan) of the associated Specific Plan (SPL 22-001) address each of the required elements listed above and establish the essential link between the policies of the current General Plan and the project site.

E The amendment is reasonable and beneficial. (GPA)

F The proposed Development Agreement will not be detrimental or cause adverse effects to adjacent property owners, residents, or the general public. (DA)

The Application is located in the United States Air Force Plant 42 Influence Area and within close proximity to major commercial corridors. Therefore, the Application has carefully considered the proposed use of the site. As such, while uses within the associated Specific Plan (SPL 22-001) slightly differ from those envisioned by the current General Plan land use designation, the uses are primarily industrial (which is consistent with the existing designations of the site) in nature and are intended to complement and augment uses in the surrounding area. In addition, the associated Specific Plan (SPL 22-001) provides for reasonable build-out of the site over time in a manner that is consistent with the General Plan. Furthermore, the project will provide considerable employment opportunities for residents and tax revenue for the City.

The Application also provides buffers from adjacent properties in the form of open space, landscaping and the installation of infrastructure, such as pedestrian and bicycle access, which further ensure that the development will augment and not have a substantial adverse effect on the surrounding properties. In addition, the Development Agreement has been drafted to protect the interests of the public as well as the City and

the Applicant and provides procedures for compliance reviews and remedies.

G The site plan is consistent with the development standards set forth in Title 17 of the PMC and any applicable design guidelines. (SPR)

The associated Specific Plan (SPL 22-001) will govern development of the site and was drafted in a manner that provides flexibility in development standards in order to achieve a superior design for the large, complex project. Chapter 5 – Development Regulations and Chapter 6 – Design Guidelines provide for the cohesive development of the site over time. Furthermore, the Application includes development plans for Phase 1 of the site and the plans have been reviewed to ensure compliance with the requirements specified within the Specific Plan.

H The proposed subdivision, together with the provisions for its design and improvement, shall be consistent and compatible with the maps, goals, objectives and policies of the General Plan, Zoning Ordinance and any applicable Specific Plan. (TPM)

The proposed subdivision of land is needed to provide adequate access and circulation for the proposed project and the associated Specific Plan has established development standards and design criteria to ensure compatibility with the General Plan. Specific Goals and policies implemented by the project can be found in Exhibit C.

I The tentative map does not propose to divide land which is subject to contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a land conservation act contract but the resulting parcels following division of the land will not be too small to sustain their agricultural use. (TPM)

The tentative map does not propose to divide land which is subject to contract. The project EIR analyzed the potential for impacts related to the California Land Conservation Act and found no contract connected with the parcels associated with the proposed project.

J The design of the subdivision and the proposed improvement, with conditions of approval, are either; 1) not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat; or 2) the design of the subdivision and the proposed improvements are likely to cause substantial environmental

damage or substantially and avoidably injure fish or wildlife or their habitat, but an environmental impact report has been prepared and a statement of overriding considerations has been adopted, pursuant to Public Resources Code Section 21081(c), finding that specific economic, social or other considerations make it not feasible to adopt the mitigation measures or project alternative identified in the environmental impact report. (TPM)

The project EIR has included mitigation measures to reduce potential impacts to wildlife and their habitat to a less than significant level. A Statement of Overriding Considerations was prepared for impacts related to Air Quality, Greenhouse Gas Emissions, and Transportation and mitigation measures were included to reduce impacts in these areas to the extent feasible.

K The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems. (TPM)

The project has been designed, conditioned and mitigated to reduce potential impacts to the extent feasible. Furthermore, the project is located in an area intended for industrial and aerospace uses and the United States Air Force Plant 42 and therefore development of the site is not anticipated to cause substantial impacts to residential neighborhoods. Uses envisioned by the associated Specific Plan (SPL 22-001) are intended to occur primarily within enclosed buildings and each proposed phase of development will be analyzed to ensure the safety of employees and the surrounding community.

L The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible. (TPM)

The project is required to comply with the Title 24 CALGreen Building Code and includes a mitigation measure requiring achievement of Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CALGreen Tier 2 standards in effect at the time of building permit application. In addition, each new parcel is of sufficient size to provide sufficient space for development, open space and other amenities.

M The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision, or the

design of the subdivision and the type of improvements will conflict with the easements acquired by the public at large for access through or use of property within the proposed subdivision but alternative easements which are substantially equivalent to those previously acquired by the public will be provided. (TPM)

The project has been designed and conditioned to maintain existing easements and provide for future easements necessary to meet all access and easement requirements.

N The proposed Development Agreement conforms with the maps and policies of the General Plan or any applicable Specific Plan. (DA)

The Development Agreement conforms with all required entitlement applications associated with the Application and phased development plan. The Palmdale General Plan Land Use Map will be amended to designate the project area as Specific Plan. The project, including the Development Agreement complies with the General Plan with specific General Plan goals and policies addressed by the project noted in Exhibit C.

O The proposed Development Agreement complies with the requirements of California Government Code Sections 65865 through 65869.5. (DA)

The Development Agreement has been drafted in accordance with and will be enforced pursuant to the procedural requirements of California Government Code Sections 65865 through 65869.5. Additionally, the project EIR analyzed the project and found that two areas of the project site are located within the FEMA Flood Insurance Rate Map (FIRMS) Zone X which have been designated open space and designed for drainage purposes in compliance with California Government Code Sections 65865.5.

P The proposed Development Agreement provides benefit to the City. (DA)

The Development Agreement establishes public benefits resulting from the implementation of the project in the form of the requirement to pay Development Impact Fees and construct improvements that will help to support and accelerate development in the area.

SECTION 4. Based on the findings and conclusions set forth in the above Sections, and based on all other evidence in the record, the City Council hereby approves GPA 22-001, TPM 83738, SPR 22-008 and a form of DA 22-001, certifies the EIR and adopts the MMRP and Statement of Overriding Considerations subject to the Conditions of Approval as set forth in Exhibit I.

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

PASSED, APPROVED and **ADOPTED** this 22nd day of January, 2025.

Approved as to form:

_____
Richard J. Loa, Mayor

ATTEST:

_____
William P. Curley III,
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 22nd day of January, 2025 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR
GPA 22-001, TPM 83738, SPR 22-008 AND DA 22-001

THE LAND REFFERED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 070999, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 380, PAGES 77 THROUGH 79 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BENEATH A PLANE THAT IS 100 FEET BELOW THE SURFACE OF SAID LAND (TO THE EXTENT PROVIDED BY THE DOCUMENTS OF RECORD SET FORTH BELOW), BUT WITHOUT THE RIGHT OF SURFACE ENTRY (TO THE EXTENT PROVIDED BY THE DOCUMENTS OF RECORD SET FORTH BELOW), AS RESERVED BY VARIOUS DOCUMENTS OF RECORD;

FEBRUARY 19,1957, AS INSTRUMENT NO. 670 IN BOOK 53679, PAGE 61; MARCH 6, 1957, AS INSTRUMENT NO. 1448 IN BOOK 53833, PAGE 249; JULY 30, 1959, AS INSTRUMENT NO. 1177 IN BOOK D-553, PAGE 370; FEBRUARY 11, 1960, AS INSTRUMENT NO. 3114 IN BOOK D-747, PAGE 740; FEBRUARY 25, 1960, AS INSTRUMENT NO. 3198 IN BOOK D-760, PAGE 643; MARCH 17, 1960, AS INSTRUMENT NO. 3082 IN BOOK D-784, PAGE 601; JULY 11, 1960, AS INSTRUMENT NO. 3610 IN BOOK D-906, PAGE 190; JULY 14, 1960, AS INSTRUMENT NO. 3815 IN, BOOK D-910, PAGE 642; OCTOBER 3,1962, AS INSTRUMENT NO. 363 IN BOOK D-1776, PAGE 397; JULY 8, 1965, AS INSTRUMENT NO. 1052 IN BOOK D-2968, PAGE 781; AUGUST 13, 1965, AS INSTRUMENT NO. 708 IN BOOK D-3014, PAGE 539; DECEMBER 9, 1966, AS INSTRUMENT NO. 111 IN BOOK D-3502, PAGE 695; ALL OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

APN'S: 3126-022-926, 3126-022-927, 3126-022-928 AND 3126-022-929

EXHIBIT B

AERIAL MAP FOR GPA 22-001,
TPM 83738, SPR 22-008 AND DA 22-001

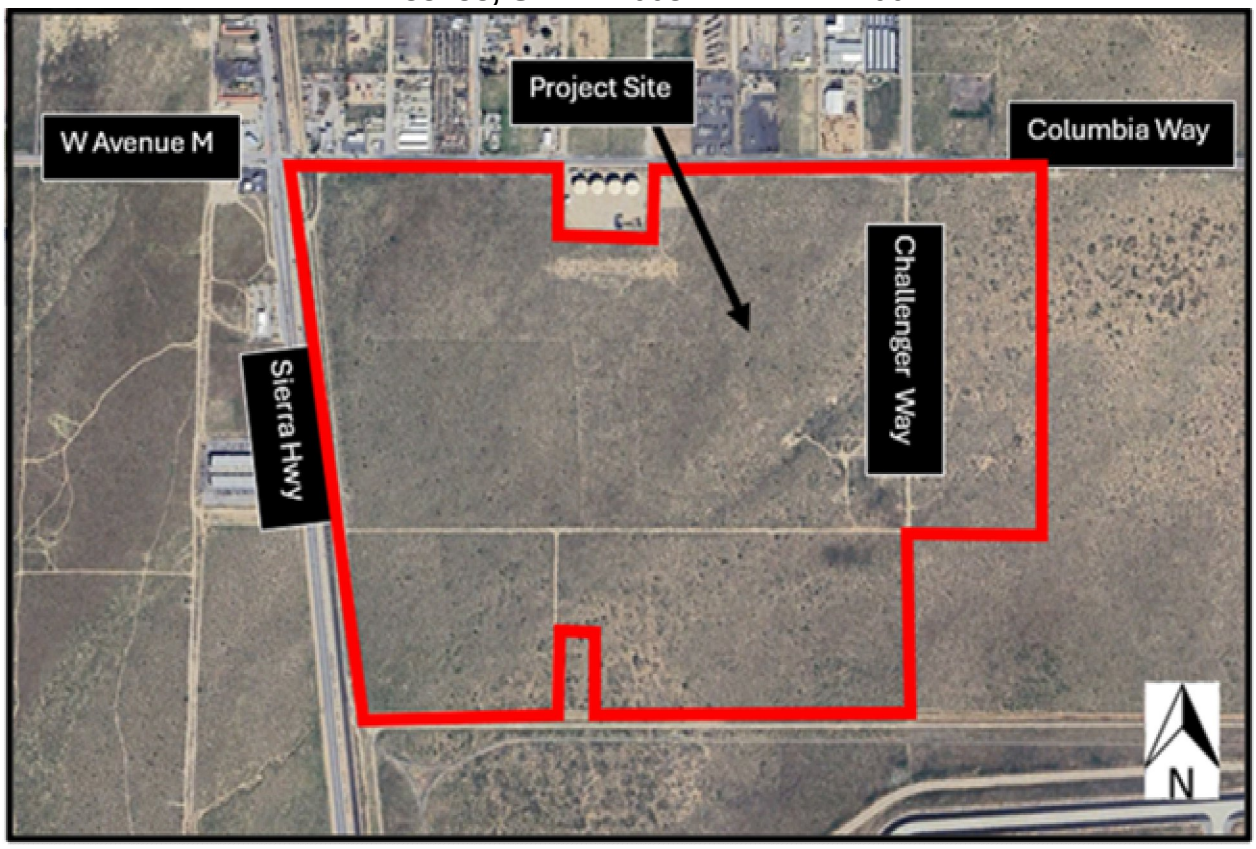


EXHIBIT C

GENERAL PLAN CONSISTENCY

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use & Community Design	LUD-17: Facilitation of industrial areas that support and buffer Plant 42 while maintaining compatibility with adjacent non-industrial uses.	Yes	The project is located northwest of Plant 42 and will serve as a buffer from the Plant and other uses by providing a mix of light industrial and commercial uses.
	LUD-18: Attraction and stimulation of new employment uses through flexible land use regulations and supportive policies/actions.	Yes	The proposed Specific Plan establishes a mix of flexible land uses that will provide employment and commercial services to residents and provides for appropriate use regulations and supportive policies.
Circulation and Mobility	CM-1.1: Design and maintain the public right-of-way through a complete streets approach that facilitates safe, comfortable, and efficient travel for all roadway users.	Yes	The proposed project meets the Engineering Department standards for adequate roadway widths and pedestrian paths-of-travel to accommodate safe, comfortable, and efficient travel for all roadway users.

*Justification is based on a review by the case planner of the plans date stamped ‘Received July 29, 2024’.

EXHIBIT D

AVCC SP CONSISTENCY

	Standard	Standard Met?	Justification*
Lot Size	Minimum: 20,000 square feet	Yes	Phase 1 of the proposed project consists of six parcels for industrial buildings. The parcels range in size from 291,852 square feet to 2,012,472 square feet.
Maximum Building Height	Minimum: 75 feet	Yes	The six industrial buildings proposed for Phase 1 will range from 32 to 42 feet in height.
Minimum Landscape Coverage (buildings fronting Columbia Way/East Avenue M)	10 percent (Landscaping shall include plantings including shrubs, groundcovers, and vines and may include walkways, trellises, fencing, walls, and related amenities)	Yes	The percent of landscaping proposed for the three buildings that will front Columbia Way/East Avenue M range from 10.3 percent to 11.8 percent.
Parking Lot Landscaping	15 percent	Yes	Each of the parking areas for the six proposed buildings within Phase 1 development provides minimum parking lot landscaping of 15 percent
Minimum Setback along Columbia Way/East Avenue M	20 feet, minimum 10 feet of landscaping	Yes	All three buildings that will front Columbia Way/East Avenue M are set back a minimum of 70 feet with more than 20 feet of landscaping.
Minimum Setback Local & Collector Streets	10 feet, minimum six feet of landscaping	Yes	The buildings fronting the collector and local streets through the project area are all setback a minimum of 50 feet with a minimum of 6 feet of landscaping.

*Justification is based on a review by the case planner of the plans date stamped ‘Received July 29, 2024’, and ‘Received August 12, 2024’.

EXHIBIT E

GP 22-001 - EXISTING LAND USE DESIGNATION

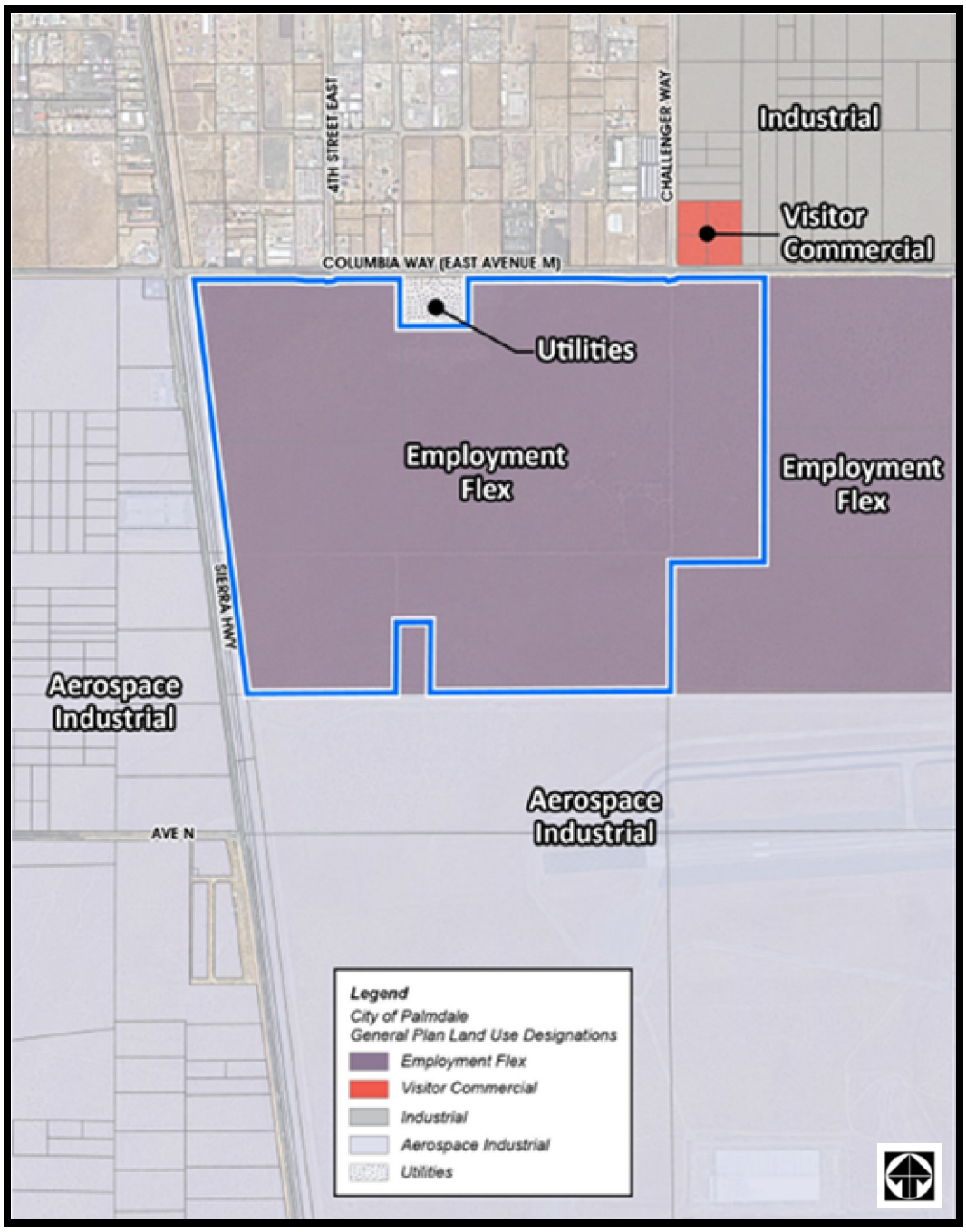


EXHIBIT F

GP 22-001 - PROPOSED LAND USE DESIGNATION

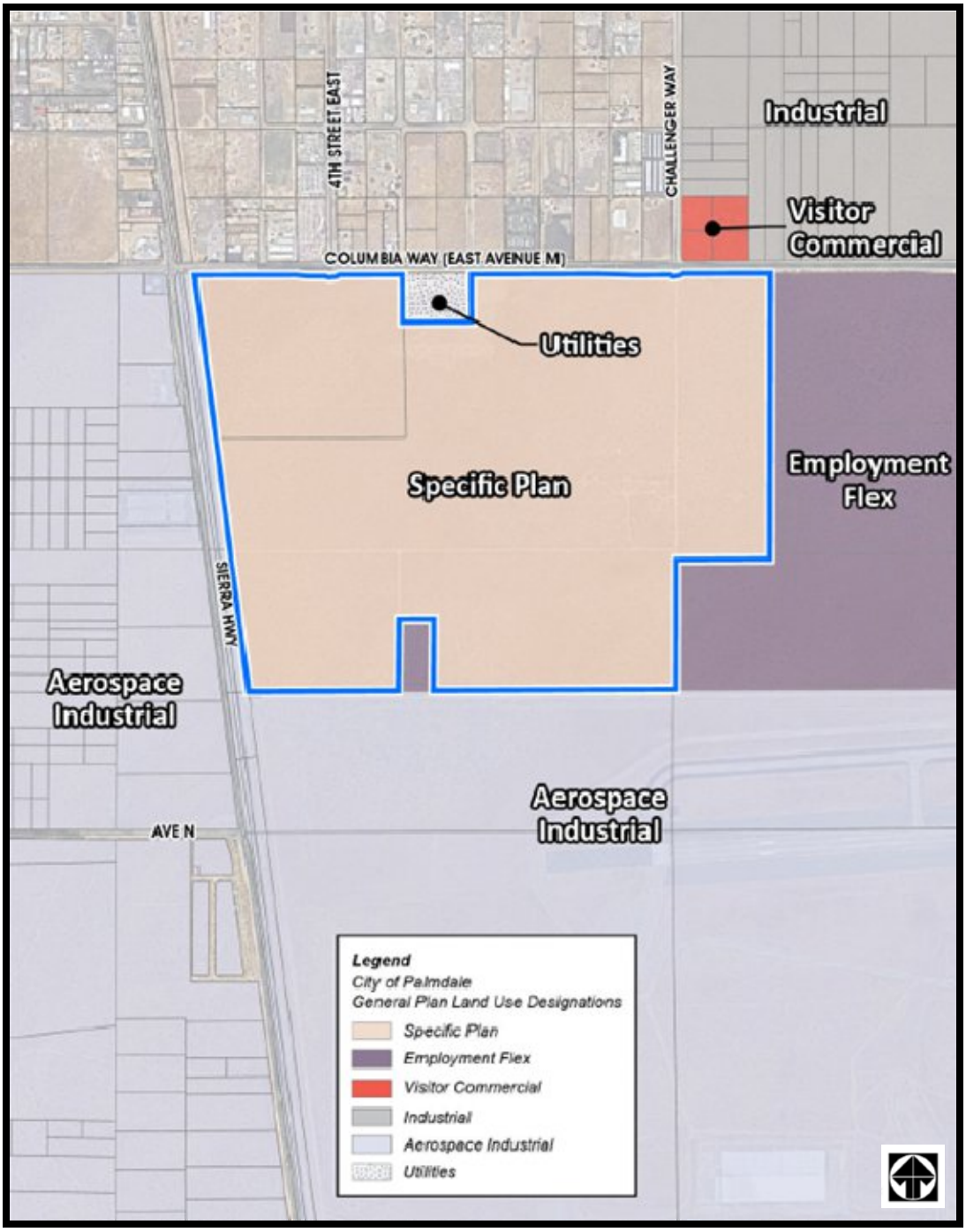


EXHIBIT G

PHASE I SITE PLAN (SPR 22-008)

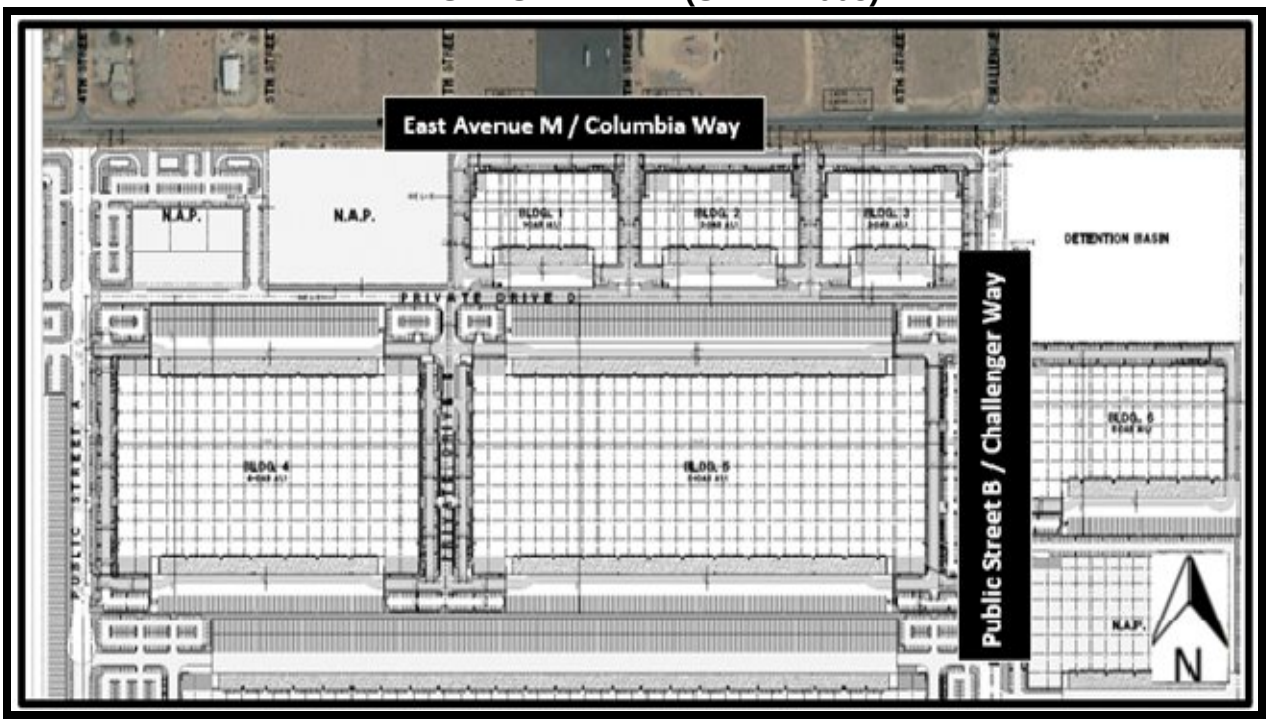


EXHIBIT H

TENTATIVE PARCEL MAP 83738

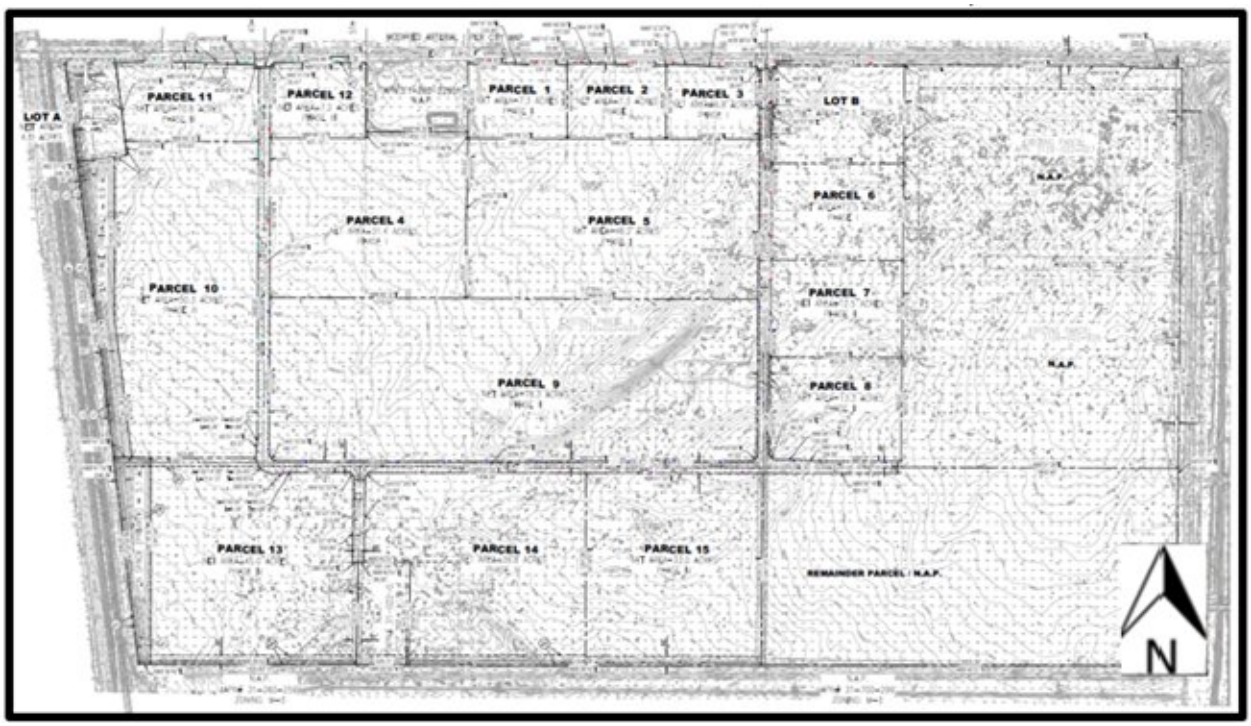


EXHIBIT I

CONDITIONS OF APPROVAL FOR
TENTATIVE PARCEL MAP 83738 AND
SITE PLAN REVIEW 22-008

APPROVAL DATE: JANUARY 22, 2025
EFFECTIVE DATE: JANUARY 22, 2025
EXPIRATION DATE: JANUARY 22, 2028

These Conditions of Approval apply to Tentative Parcel Map (TPM) 83738 and Site Plan Review (SPR) 22-008 for the Antelope Valley Commerce Center Specific Plan; a request subdivide 432.9 acre(s) into 19 lot(s) for the phased development of 8,241,552 square feet of industrial and 60,984 square feet of commercial uses, and approximately 29 acres of open space located south of Columbia Way/East Avenue M and east of the Union Pacific railroad tracks adjacent to Sierra Highway (APN's: 3126-022-926, 3126-022-927, 3126-022-928, and 3126-022-929). Any proposed change of use or expansion of the area, or modifications to the site plan or structures shall be submitted to the Planning Division, along with the required application and fee, for review. For the purpose of these conditions, the term "applicant" shall also mean the developer, the owner or any successor(s) in interest to the terms of this approval. For the purposes of these conditions, an * indicates that the condition is a mitigation measure.

GENERAL CONDITIONS:

1 TPM 83738 and SPR 22-008 shall be inaugurated within three years or they shall automatically expire on the date specified on the final draft of the Conditions of Approval. This approval is based on the site plan date stamped, 'Received July 29, 2024' and tentative map date stamped, 'Received August 12, 2024'. The SPR shall be considered inaugurated if applicable grading and/or building permits have been issued, construction is initiated and on-going. Cessation of construction activity for over 180 days will result in lapse of this approval. The TPM shall be considered inaugurated upon recordation of the Final Map. (E)(P)

2 This approval shall not become effective for any purposes until any appeal period has passed and the applicant has filed at the office of the Planning Division their notarized affidavit stating that they agree to and accept all of the Conditions of Approval as approved by the Reviewing Authority as set forth in Resolution No. PC-2024-027. (P)

3 Should this project not be inaugurated during the initial approval period, an extension of time not to exceed an additional two years for SPR 22-008 and as allowed by the Subdivision Map Act for TPM 83738 may be granted by the

Review Authority. Applications for time extensions must be filed a minimum of 90 days prior to the expiration date. Requests for time extensions must be accompanied by a formal application, all required exhibits and plans, and required application fees. (P)

4 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the Review Authority upon submittal of a formal application, required exhibits and appropriate fees in accordance with the PMC. In granting any such time extension, the City may impose new conditions and standards on the tentative map, pursuant to Section 66452.6(e) of the Government Code. (P)(E)

5 Immediately upon approval of this project by the Review Authority, the applicant shall submit to the City a cashier's check or check, payable to Los Angeles County Clerk in the amount of $4,126.25 for the environmental filing fee in compliance with the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the California Department of Fish and Wildlife (CDFW) determines that this project is not exempt from a filing fee imposed pursuant to Fish and Wildlife Code Section 711.4 because the project has more than a de Minimis impact on fish and wildlife, then the applicant shall also pay to CDFW any fee and any fine which the Department determines to be owed. (P)

6 TPM 83738 is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the map date stamped 'Received August 12, 2024', as modified by these Conditions of Approval. Final map(s) shall be in substantial compliance with the Tentative Map and these Conditions of Approval. (P)(E)

7 The applicant shall comply with all requirements of the PMC, all requirements of the City ordinances, resolutions, and all applicable standards and policies that are in effect at the time that building permits are issued for the development. (P)(E)

8 The applicant shall defend, indemnify, and hold harmless the City its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City concerning this project, including but not limited to any approval or condition of approval of the Review Authority. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the

City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

9 Pursuant to Government Code Section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

10 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the PMC, including the requirement that a business license be obtained by all entities doing business in the City. (P)

11 The applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site, in accordance with the property maintenance requirements as set forth in the PMC Chapter 8.36 (Regulation of Property Maintenance). (P)

12 In the event the applicant files a final map with respect to any phase or phases of the tentative map less than one year from a previous filing of a final map for the project, the applicant shall be entitled to only one automatic extension pursuant to Government Code Section 66452.6(a) for those filings. (P)

13 When exhibits and written Conditions of Approval are inconsistent, the written conditions shall prevail. (P)(E)

14 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this subdivision/development. If off-site public improvements are required, said improvements shall be located within public easements. This TPM 83738 and SPR 22-008 approval is subject to the applicant's acceptance of the City requirements for acquisition of said public easements, at the sole cost and expense of the applicant. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this Condition. (E)

15 The applicant shall participate in such on-site and off-site water service improvements or wells as may be required by the serving water purveyor/master. (E)

16 Coordination with utility companies by the applicant's engineer during design shall be required to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

17 Transmission or distribution lines less than 50kV and all other utility lines, existing and proposed, shall be installed underground in accordance with the PMC Chapter 12.04 (Underground Utilities). (E)

18 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs, shall be prepared, signed, and stamped (when required) only by those individuals legally authorized to do so. Development plans must be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

19 Sign approval for the project is a separate process requiring the issuance of a sign permit and building permits and is subject to review and approval by the Planning Division and Building and Safety Division. (P)(B&S)

20 Left-turn ingress and/or egress at all access locations shall be subject to approval of the City Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

21 Intersection sight distance and stopping sight distance shall be shown to meet the required standards both horizontally and vertically at all vehicular ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. (TE)

22 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)

22.1 Water District

22.2 Southern California Edison

22.3 Southern California Gas Company

22.4 AT&T

22.5 Cable TV

Phase 1

23 The applicant shall provide standard street improvements for the south half of Columbia Way/East Avenue M across the Phase 1 project frontage. The design shall be based on a 64-foot right-of-way on an acceptable centerline profile extending a minimum of 300 feet beyond the project where applicable. Improvements listed below shall be constructed or designed and bonded prior to recordation of the map. These improvements shall consist of: (E)(TE)

23.1 Curb and gutter,

23.2 Sidewalk (width = eight feet),

23.3 Construct 12-foot-wide multi-purpose trail south of the 8-foot sidewalk to the satisfaction of the City Engineer,

23.4 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

23.5 Traffic control signs and devices as required by the City Engineer,

23.6 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

23.7 Curb ramp(s) at all walk returns,

23.8 Roadway drainage device(s),

23.9 Streetlights,

23.10 Raised median,

23.11 Dedicate additional right-of-way and construct improvements at project entrance/intersection as required by Traffic Division,

23.12 Construct a standard right turn lane and pavement transition within the existing 50-foot right-of-way in front of the Los Angeles County water tank parcel (APN: 3126-022-901),

23.13 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches,

23.14 Dedicate sufficient right-of-way for corner cut-off in accordance with City’s Engineering Design Standards,

23.15 Dedicate the right to restrict vehicular access along the Avenue M frontage to the City of Palmdale except at approved driveway approaches,

23.16 Dedicate a 12-foot bike trail easement along the westerly boundary of Parcel 1 and northerly boundary of Parcel 4,

23.17 Install a traffic signal at the intersection of Columbia Way/East Avenue M and Challenger Way. The traffic signal improvements at this intersection shall include:

23.17.1 Two northbound left turn lanes with a minimum of 350 feet of storage,

23.17.2 One northbound shared through-right turn lane,

23.17.3 A westbound left turn lane with a minimum storage of 150 feet,

23.17.4 An eastbound right turn lane 250 feet long.

23.18 Install a traffic signal at the intersection of Columbia Way/East Avenue M and 4th Street East. The traffic signal improvements at this intersection shall include:

23.18.1 One northbound shared through-right turn lane,

23.18.2 A southbound left turn lane with a minimum of 125 feet of storage,

23.18.3 A westbound left turn lane with a minimum storage of 150 feet,

23.18.4 An eastbound right turn lane 250 feet long.

24 The applicant shall provide standard street improvements for Street "B" within the Phase 1 project boundary, face of curb to face of curb width of 64 feet (76-foot right-of-way). These improvements shall consist of: (E)

24.1 Curb and gutter,

24.2 Sidewalk (width = six feet),

24.3 Roadway grading and paving, overlay and/or match-up, as directed by the City Engineer,

24.4 Traffic control signs and devices as required by the City Engineer,

24.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

24.6 Curb ramp(s) at all walk returns,

24.7 Roadway drainage device(s),

24.8 Streetlights,

24.9 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches,

24.10 Street “B” shall have an ultimate right-of-way of 82 feet wide for 370 feet south of Columbia Way/East Avenue M to accommodate a northbound right-turn lane,

24.11 Construct standard cul-de-sac at the southerly terminus of Phase 1.

25 The applicant shall prepare and submit a corridor analysis specifying the improvements as identified by the recommendations of the traffic study prepared for this development to determine fair share cost of said improvements to the satisfaction of the City Engineer. (TE)

26 The applicant shall pay their fair share of the improvements specified within the approved corridor analysis to contribute toward build-out of the improvements specified within the traffic study prepared for the development subject to the timing outlined below: (TE)

26.1 Fair share payment for Phases 1 and 2 shall be remitted to the City prior to issuance of the building permit for Parcel 9.

26.2 Fair share payment for Phase 3 shall be remitted to the City prior to issuance of the first building permit in Phase 3.

26.3 Fair share payment for Phase 4 shall be remitted to the City prior to issuance of the first building permit in Phase 4.

Phase 2

27 The applicant shall provide standard street improvements for Street “A”, “B”, & “C” within the Phase 2 project boundary, face of curb to face of curb width of 64 feet (76-foot right-of-way). These improvements shall consist of: (E)

27.1 Curb and gutter,

27.2 Sidewalk (width = six feet),

27.3 Roadway grading and paving, overlay and or match-up, as directed by City Engineer,

27.4 Traffic control signs and devices as required by the City Engineer,

27.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

27.6 Curb ramp(s) at all walk returns,

27.7 Roadway drainage device(s),

27.8 Streetlights,

27.9 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches,

27.10 Dedicate sufficient right-of-way for corner cut-off in accordance with the City's Engineering Design Standards,

27.11 Remove Street "B" cul-de-sac and provide standard improvements connecting to Street "C",

27.12 Dedicate sufficient right-of-way and construct right turn lane on Street "C" going westbound onto Street "B",

27.13 Dedicate sufficient right-of-way and construct right turn lane on Columbia Way/East Avenue M going eastbound onto Street "A",

27.14 Install a traffic signal at the intersection of Columbia Way/East Avenue M and Street "A" per Traffic Division requirements.

Phase 3

28 The applicant shall provide standard street improvements for the south half of Columbia Way/East Avenue M across the Phase 3 project frontage. The design shall be based on a 64-foot half-width right-of-way on an acceptable centerline profile extending a minimum of 300 feet beyond the project where applicable, according to the General Plan designation for that street. These improvements shall consist of: (E)

28.1 Curb and gutter,

28.2 Sidewalk (width = eight feet),

28.3 Construct 12-foot wide multi-purpose trail south of the 8-foot sidewalk to the satisfaction of City Engineer,

28.4 Roadway grading and paving, overlay and or match-up, as directed by City Engineer,

28.5 Traffic control signs and devices as required by the City Engineer,

28.6 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

28.7 Curb ramp(s) at all walk returns,

28.8 Roadway drainage device(s),

28.9 Streetlights,

28.10 Raised and landscaped median,

28.11 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches,

28.12 Dedicate sufficient right-of-way for corner cut-off in accordance with City's Engineering Design Standards,

28.13 Dedicate the right to restrict vehicular access along the Columbia Way/East Avenue M frontage to the City of Palmdale except at approved driveway approaches,

28.14 Dedicate a 12-foot bike trail easement along the easterly boundary of Parcel 12,

28.15 Construct a 12-foot bike trail along Columbia Way/East Avenue M and around the Los Angeles County water tank parcel (APN 3126-022-901),

28.16 Construct curb and gutter, sidewalk, and asphalt pavement within the existing right-of-way along the Los Angeles County water tank parcel (APN 3126-022-091). Said improvements shall be eligible for Traffic Impact credit.

Phase 4

29 The applicant shall provide standard street improvements for Street "D" within the project boundary, face of curb to face of curb width of 64 feet (76-foot right-of-way). These improvements shall consist of: (E)

29.1 Curb and gutter,

29.2 Sidewalk (width = six feet),

29.3 Roadway grading and paving, overlay and or match-up, as directed by the City Engineer,

29.4 Traffic control signs and devices as required by the City Engineer,

29.5 Curb ramp(s) at all walk returns,

29.6 Roadway drainage device(s),

29.7 Streetlights,

29.8 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches.

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OCCUPANCY AT BUILD OUT OF THE ANTELOPE VALLEY COMMERCE CENTER SPECIFIC PLAN:

30 The following improvements at the Sierra Highway and Columbia Way/East Avenue M intersection shall be completed (if not previously constructed): add a second eastbound left turn lane and a second westbound left lane. Modify the existing traffic signal to accommodate these improvements and implement overlap phasing for the northbound right turn movement. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF THE TENTATIVE MAP FOR CONDITION COMPLIANCE:

31 The applicant shall submit a revised tentative map showing condition compliance along with required fee(s) for plan check review to the Planning Division. Lot sizes for individual lots shall be indicated and all lots shall meet or exceed the minimum lot size and required lot dimensions contained in the standards of development for the associated zone. Portions of lots included within the Landscape Maintenance Assessment District/Community Facility Districts shall not be utilized in determining compliance with the minimum lot area standards. (P)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

Site and Architectural Design

32 The applicant shall submit the final site plan, floor plans, architectural elevation(s), and photometric lighting plans to the Planning Division for review and approval along with required fee(s) for plan check review through the Accela Citizen Access portal. Such plans shall be fully dimensioned and in substantial conformance with those approved by the Review Authority. Plans shall address the following: (P)(TE)(BS)(PS)

Screening

32.1 Utility and transformer boxes, backflow devices, and other similar equipment facilities shall be placed underground, unless otherwise specified and approved. Screening shall be compatible with main structures and include landscaping where appropriate. All electrical switchgear shall be located within an electrical or utility room within the building which may be accessible from an exterior door or doors. Exterior surface mounted switchgear shall be prohibited.

32.2 The location of all devices required by the water district shall be shown on the site plan. All such devices shall be screened with a low-profile wall to match the building, or other method as approved by the Planning Manager.

32.3 The location and method of screening for all roof-mounted equipment shall be demonstrated, including but not limited to air conditioning and heating units, plumbing flues and vents. All equipment shall be screened from public view. All roof-mounted equipment shall be screened from view by parapet walls or other architectural means. The applicant shall demonstrate to the satisfaction of the Planning Manager that no roof-mounted equipment will be visible from the public right-of-way. A line of-sight drawing showing full screening of the roof-mounted equipment by the building parapets shall be submitted to the satisfaction of the Planning Manager.

32.4 Exterior ladders providing roof access and exterior downspouts shall be prohibited. Access to the roof and all gutters/downspouts shall be concealed within buildings.

32.5 Any proposed bollards shall include a decorative cover consistent with the architectural style of the associated building. Safety Yellow colored pipe style bollards shall only be permitted in areas hidden from the public right-of-way.

32.6 The location and enclosure details of refuse containment areas shall be in compliance with the Specific Plan, or if the Specific Plan is silent, PMC Chapter 17.85.020 (Refuse and Recycling). Refuse and recycling enclosures shall be screened by a six-foot decorative masonry block wall/material compatible with the main structure(s). A self-closing gate constructed of solid metal material painted to match the enclosure and a solid decorative roof treatment shall be provided. Refuse enclosures shall be designed to meet or exceed the minimum capacity requirements of the development as determined by PMC Chapter 15.30 (CALGreen Recycling Requirements), PMC Chapter 17.85 (Utilities and Services), and waste hauler. Enclosures shall be located to provide unobstructed 24-hour access to refuse collection vehicles.

32.7 The location of the outdoor employee and amenity area shall be demonstrated and shall include a protective screen wall.

32.8 Landscape screening for above-grade transformers shall be demonstrated while maintaining the utility company minimum five-foot clearance requirement.

Lighting

32.9 The photometric lighting plan for parking areas shall comply with applicable standards contained in the Specific Plan, or if the Specific Plan is silent, PMC Section 17.86.030 (Outdoor Lighting).

32.10 All exterior lighting shall be decorative and appropriate for the architecture of the associated building. Light fixtures shall comply with the Specific Plan, or if the Specific Plan is silent, with PMC Section 17.86.030 (Outdoor Lighting) and shall not project above the fascia or roof line of the building.

32.11 Buildings shall have exterior security lighting fixtures or wall packs installed that are protected by a weather and vandal-resistant covering. Security lighting must follow the specifications of the Specific Plan, or if the Specific Plan is silent, PMC Section 17.86.030 (Outdoor Lighting).

32.12 Parking lot lighting shall comply with applicable standards contained in the Specific Plan, or if the Specific Plan is silent, the PMC and shall not be obstructed by trees or other landscaping.

32.13 Pedestrian walkways shall have sufficient decorative pathway lighting.

32.14 Exterior door, perimeter, canopy, and parking area lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting.

32.15 All parking lots, aisles, and grounds contiguous to buildings shall be provided with sufficient lighting to provide adequate illumination for the safety and security of vehicles and pedestrians using the site during the hours of darkness or diminished lighting. Such lighting shall be equipped with vandal and weather-resistant covers/lenses and comply with specifications of the PMC.

Architectural Design

32.16 Architectural elevations shall note proposed materials, colors, height, dimensions, window, roof, and treatments for all four sides of proposed structure(s).

32.17 If glass skylights are installed on the roof, they shall be provided with rated burglary resistant glass or glass like acrylic material. Iron bars of at least one-half inch round or by one-fourth inch flat steel material spaced no more than five inches apart or a steel grill of at least one-eighth inch material or two-inch mesh, shall be securely fastened over the skylight to prevent entry.

32.18 Iron bars or steel grills, with the same specifications as for skylights, shall be used on air ducts or air vent openings exceeding eight inches by 12 inches located on the roof or exterior walls to prohibit access by unauthorized persons.

Circulation/Parking Safety and Loading Areas

32.19 The site plan shall identify the interior traffic flow pattern.

32.20 The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted and identified throughout the interior of the project. Design of these areas shall be reviewed and approved by the applicable City departments and shall

comply with Title 24 Handicapped Accessibility Standards and City Building Codes (most current edition).

32.21 The site plan shall indicate the alignment of all adjacent streets, turn lanes, medians, bus turnouts, the location of project entrance(s), drive aisles, traffic control devices, sidewalks, landscape setbacks, and the location of other infrastructure.

32.22 A truck radius shall be provided for Buildings 1 through 3 depicting turn-in access for a semi-tractor with one standard trailer into the truck court form the adjacent auto parking lots. One tractor radius shall be depicted for each of the remaining buildings proposed in Phase 1.

32.23 All truck court loading areas visible from the public right-of-way shall be screened with a solid wall to the satisfaction of the Planning Manager.

32.24 To the extent feasible, detail demonstrating that trucks will not co-mingle with passenger vehicles at the main entry points to each site shall be provided.

32.25 Textured/colored entry driveways from all public streets to the general parking lot access shall be provided.

Use Related

32.26 The site plan shall provide a Building Code Analysis showing the occupancy of each building, the allowable area of the buildings, and the proposed areas of the building. (Adopted codes are the 2022 California Building Codes with Palmdale amendments.)

Development Landscaping Requirements

33 The landscape plans shall comply with all provisions of the Specific Plan, or if the Specific Plan is silent, PMC Chapter 14.05 (Water Efficient Landscape and City Landscaping Standards). (E)

34 The applicant shall submit landscape and irrigation plans for all project landscaping improvements to the Engineering Division for review and approval, through the Accela Citizen Access Portal. The applicant shall be responsible to pay all plan review fees for the improvements reflected on the landscape plans prior to the plans being reviewed. All landscape permit and inspection fees shall be paid prior to the issuance of a landscape permit. These plans shall be in

compliance with the Specific Plan and include, but not be limited to, the following items: (P)(E)(PS)

34.1 Trees in the parkways shall not exceed a spacing approved by the City Engineer for the species proposed.

34.2 Where trees are incorporated into the landscape design of common or open areas, all trees shall be a minimum one-inch caliper in a 15-gallon or larger container size. Fifty percent of the trees shall be a minimum two-inch caliper in a 24-inch box size or larger container. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container. The trunk caliper shall be measured four and a half feet above the root crown. Any Washingtonia spp. or similar palm trees proposed shall have a minimum of 12 feet of brown trunk height.

34.3 All shrubs shall be a minimum five-gallon size. If one-gallon plants are proposed to be used as a ground cover (i.e., with drip irrigation), such planting shall be supplemented with additional five-gallon plant material to provide variation in texture and height.

34.4 All plant material shall be indicated on the landscape plans with symbols that are 75 percent of a diameter of the mature size of the plant. When determining mature plant size, the lower end of the size range shall be used (for example, if a plant is indicated to have a mature size of six to ten feet, a six-foot diameter shall be used when graphically indicating the plant material on the plan).

34.5 All landscape areas shall be enclosed by a six-inch raised concrete curb. Differences in planting areas or landscaping ground cover materials shall be separated by approved landscape edging or concrete mow strips.

34.6 All slopes steeper than 3:1 shall be landscaped for erosion control per the Engineering Design Standards.

34.7 Backflow devices shall be screened with a solid Le Meur cover or equivalent and landscaping.

34.8 All plant material sizes and calipers shall conform to the American Standard for Nursery Stock, ANSI (Z60.1) 2014.

34.9 Landscaping shall be provided within parking areas so that at least 15 percent of the surface area of the parking lot is landscaped (excluding

perimeter and front setback landscaping). Landscaping shall be dispersed throughout the parking lot to provide shade throughout the lot.

34.10 A minimum of one canopy tree for every four parking stalls (or eight parking stalls when two rows of four share a common frontage) shall be provided.

34.11 A minimum 50 percent of the parking lot trees shall be a minimum 24-inch box size and with a minimum two-inch caliper. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container.

34.12 Landscape planters shall be a minimum of six feet in width (inside dimension), except that tree wells located between parking rows and spaces may be a minimum of four feet in width (inside dimension). All landscaping and planting within paved areas shall be contained within raised planters surrounded by six-inch concrete curbs. Tree areas shall be planted a minimum of five feet from walls, walkways, or buildings. To protect the hardscape and encourage deep root development, root barriers shall be installed during planting operations.

34.13 Wheel stops or curbs shall be placed a minimum of 30 inches away from the trunk of any tree.

34.14 Landscape islands, a minimum 10 feet in width with minimum aisle turning radii of 10 feet shall be provided at the end of all parking rows, except where parking rows directly abut buildings, sidewalks, wall, or similar features.

34.15 Parking rows containing 15 or more spaces shall contain one landscape island within the interior of the parking row for each 15 parking spaces in addition to the required row end landscape islands.

34.16 Landscape islands shall not extend closer than three feet from the aisle end of the adjacent parking space(s).

34.17 Landscape islands shall be designed with a six-inch curb and a minimum one-foot paved area where abutting the side of parking stalls. Paved areas of landscape islands shall not be counted toward fulfilling landscape requirements.

34.18 All landscape islands, which are located at the front of head-in parking spaces, shall be designed with a minimum two-and-a-half-foot area free

from vegetation where the front of a vehicle may overhang the island. The overhang area shall be surfaced with non-living landscape material such as gravel or rock. Two and a half feet of the overhang area may be counted as part of the overall parking space length.

34.19 Landscaping along the property line shall be defined by use of a six-inch concrete curb or a block wall or six-inch concrete mowing strip or a combination thereof.

34.20 Parking areas located adjacent to streets shall contain a low-profile wall, berm, or lowered parking area, at least three feet in height, designed to screen vehicles from the adjacent street.

34.21 Landscaping located within the vehicle sight distance triangle shall be designed and maintained in a manner that does not block the view at driveways and adjacent intersections. Landscaping shall not exceed three feet in height within the sight distance triangle.

34.22 On-site landscaping should not provide hiding places. Limit surrounding landscaping to low-growth plants no higher than two feet.

34.23 Trees that will not block area surveillance or light distribution shall be utilized. Tree canopies shall be no lower than six feet.

34.24 Landscaping located beneath a window shall be no taller than the windowsill and maintained at this standard. Barrier plants shall be used below and to the sides of windows, when feasible.

34.25 Provide the final conceptual landscape plan depicting “accent landscaping” at the main entrances to the project.

35 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

36 If western Joshua trees (*Yucca Brevifolia*) are present on the site and impacted by the proposed project, the applicant shall comply with all Joshua Tree requirements as required by the California Department of Fish and Wildlife. (P)

Project Grading/Wall/Fences Requirements

37 Approval from the Union Pacific Railroad shall be required for any improvements within the Union Pacific Railroad right-of-way. The applicant shall be responsible to pay all costs associated with Union Pacific’s review and approval. (E)

38 The applicant shall submit a current Title Report for the subject property, dated within six months of the date for civil plan submittal. This submittal shall include a declaration of all easement of record and copies of all easements/declaration instruments referenced within the report. (E)

39 Grading and Wall plans shall be submitted for review and approval to the Engineering Division, through the Accela Citizen Access Portal. Approval by both the City Engineer and Planning Manager shall be obtained prior to the issuance of a Grading Permit. Final grading and wall concepts shall be in substantial conformance with those shown on the approved site plan, conceptual grading plan, and in accordance with the following: (P)(E)(B&S)

40 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope the wall shall be set back a minimum two and a half feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)

41 The exterior face and footings of all project perimeter walls shall be located no more than two inches from the property line on the subject property except where appropriate off-site easements have been obtained. (P)(E)

42 Double boundary walls between developments shall be prohibited except as approved by the Planning Manager and City Engineer. (P)(E)

43 Unless being used for screening purposes, fencing shall allow for access control without eliminating the opportunity for natural surveillance. Open-view fencing, such as wrought iron, is recommended wherever possible. (PS)

44 The location and amount of wall packs shall be demonstrated. (PS)

45 The applicant shall incorporate into the project design all existing easements within the project boundaries or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Planning Manager, City Engineer, or the Review Authority. (P)(E)

46 The applicant shall obtain off-site easements from the affected property owner(s) for all proposed off-site improvements (i.e., slopes and related grading activities, street improvements, walls drainage, etc.). If said easements cannot be obtained, the project shall be redesigned to incorporate these improvements entirely within the project boundary to the satisfaction of the Planning Manager or the Review Authority. The City Engineer shall have the right to withhold approval of the affected improvement plans for failure to satisfy this condition. (P)(E)

47 All manufactured slopes on or adjacent to the project boundaries shall meet the setback requirements of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any off-site slope not meeting these requirements. In addition, all slopes are required to meet City Standards with respect to erosion control. (E)

48 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. Said erosion control plan shall provide appropriate dust control measures per City and Antelope Valley Air Quality Management District (AVAQMD) Standards to minimize nuisance from dust at all times. (E)

48.1 The applicant shall submit a dust control plan to AVAQMD for review and shall obtain clearance from said agency prior to issuance of a City grading permit. The applicant shall provide proof of compliance with all AVAQMD requirements and applicable fees. (E)

49 From the beginning of the first ground disturbing activity until the use has been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 15 - April 15); 2) provide appropriate dust control measures, per City and AVAQMD Standards, to minimize nuisance from dust at all times. (E)(B&S)

50 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. The applicant shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer. (E)

51 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any adjacent property is increased, concentrated, diverted, or changed in any form as required by State law. (E)

52 A final hydrology study and hydraulics report shall be prepared for this project and approved by the City Engineer. The hydrology study and hydraulics report

shall address on-site and off-site conditions and impacts, based on the City of Palmdale adopted Storm Water Management Policy. (E)

53 Based on the findings of the final hydrology and hydraulics report, the applicant shall be responsible, at their own expense, for any and all improvements imposed on the project by the Engineering Department to the satisfaction of the City Engineer. (E)

54 All nuisance water generated from this development shall be mitigated on-site in accordance with City's Design Standards requirements. (E)

55 An on-site/off-site storm drainage basin (detention) shall be required for this development. Such basin(s) shall be granted in easement to the City (for emergency maintenance only), but regular maintenance shall be the responsibility of the applicant, or their City approved designee. (E)

56 This subdivision/development shall be designed in accordance with the City's Floodplain Management Ordinance, Master Plan of Drainage, and related criteria within the Engineering Design Standards. (E)

56.1 All drainage facilities shall be designed to be compatible with Master Plan of Drainage facilities. Applicant shall provide system piping to allow for the future elimination of the drainage basin. (E)

56.2 Reimbursement for drainage facilities shall only be considered for the applicant's dedication and construction of those facilities depicted on the City's Master Plan of Drainage in accordance with Section 66486 of the Government Code. (E)

57 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the approval of a grading permit. (E)

58 The applicant shall enter into a Subdivision/Development Improvement Agreement and post securities for grading operations with the City and pay all applicable fees. Grading activities extending beyond phase boundaries shall require approval by the City Engineer and Planning Manager. Such grading activity shall be reflected in the Subdivision/Development Improvement Agreement of the phase which requests such grading. (E)

59 Grading shall be designated "Engineering Grading" per City Building Code and shall be done in accordance with an approved grading plan. All grading work

shall be performed in one continuous operation, or in phases as approved by the Planning Manager and the City Engineer. (E)

60 A sanitary sewer-area study for this project shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from Los Angeles County Sanitation District prior to issuance of a sewer permit. (E)

61 The applicant shall obtain sufficient off-site sewer easements and design and construct an off-site outfall sewer with supplemental size, capacity, and length as required by the City Engineer. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

61.1 The project shall be required to upsize the existing eight-inch sewer main to a 15-inch main line along the Columbia Way/East Avenue M frontage at the owner's expense.

62 *EIR Mitigation Measure AIR RR-3: The Project shall comply with the provisions of AVAQMD Rule 403, Fugitive Dust, including the submission of the required Dust Control Plan and Construction Excavation Fee, by implementing the following dust control measures during construction activities, such as earth-moving activities, grading, and equipment travel on unpaved roads. Prior to grading permit issuance, the following notes shall be included on the grading plans. Project contractors shall be required to ensure compliance with the notes. The notes also shall be specified in bid documents issued to prospective construction contractors. (P)

62.1 All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour (mph) per AVAQMD guidelines in order to limit fugitive dust emissions, or water shall be applied to the soil not more than 15 minutes prior to moving such soil to limit Visible Dust Emissions (VDE) to 20 percent opacity.

62.2 The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered or subject to the application of dust suppressants sufficient to limit VDE to 20 percent opacity.

62.3 The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 mph or less.

63 *EIR Mitigation Measure BIO MM-1: For all vegetation removal activities, the Project Applicant shall retain a qualified biologist to ensure that incidental construction impacts on Joshua tree and special status wildlife species are avoided or minimized to the maximum extent practical. The following shall be required: (P)

63.1 Biological Monitor. Prior to the issuance of a grading permit or any other permit that would authorize vegetation removal from or ground disturbance on the site, the Project Applicant shall retain a qualified biologist ("Dedicated Biologist") to monitor vegetation removal and initial ground disturbing construction activities for the potential presence of sensitive wildlife species. The Dedicated Biologist shall possess Scientific Collection Permits from CDFW for sensitive species that have a reasonable potential of being encountered on the site on the basis of suitable habitat. The Dedicated Biologist shall be on the site full time during vegetation removal and grading activities. Should any sensitive species be observed, the Dedicated Biologist shall have the authority to pause or redirect construction equipment away from observed sensitive species and direct or move the species out of harm's way to the extent practicable, to a location of suitable habitat outside of the Project's impact footprint. Construction work may recommence in areas where sensitive species were observed only after the Dedicated Biologist has determined it is safe to do so. The Dedicated Biologist shall remain on site daily during ground disturbing activities and vegetation removal to advise workers to proceed with caution and ensure that sensitive wildlife, if present, is not unnecessarily harmed.

63.2 Wildlife Relocation Plan. Prior to issuance of the first permit that authorizes vegetation removal or ground disturbance, the Dedicated Biologist shall prepare and submit to the City a Wildlife Relocation Plan. The Wildlife Relocation Plan shall describe all wildlife species that could occur within the Project site and proper handling and relocation protocols. The Wildlife Relocation Plan shall include species-specific relocation areas, at least 200 feet outside of the Project site and in suitable and safe relocation areas. No wildlife nests, eggs, or nestlings may be removed or relocated at any time.

63.3 Injured or Dead Wildlife. If the Dedicated Biologist or construction contractor observe that any wildlife species of special concern (SSC) are harmed or a dead or injured animal is found, construction work in the immediate area shall stop immediately, the Dedicated Biologist shall be notified, and the dead or injured wildlife shall be documented. A formal report shall be sent to CDFW and the City within three calendar days of the incident or finding. The report shall include the date, time of the finding

or incident (if known), and location of the carcass or injured animal and circumstances of its death or injury (if known). Work in the immediate area may only resume once the proper notifications have been made and additional measures have been identified to prevent additional injury or death.

63.4 Contractor Coordination. The Dedicated Biologist shall coordinate with the Project's construction Contractor(s) involved in vegetation clearing and ground-disturbing construction activities to accomplish the following:

63.4.1 Attendance at the pre-construction tailboard meeting (i.e., on-site meeting prior to work activities) to ensure that timing and location of construction activities do not conflict with other mitigation requirements (e.g., seasonal surveys for nesting birds). The meeting shall be conducted with the Construction Contractor and other key construction personnel to describe the importance of restricting work to designated areas.

63.4.2 Discussion with the Construction Contractor of procedures to minimize harm/harassment of wildlife that may be encountered during construction.

63.4.3 Review/designation of the construction area with the Construction Contractor in accordance with the Final Grading Plan. Haul roads, access roads, and on-site staging and storage areas shall be sited in grading areas to minimize degradation of habitat adjacent to these areas. If activities outside these limits are necessary, they shall be evaluated by the Biologist to ensure no special status species or habitats will be affected.

63.4.4 A field review that is conducted to stake designated construction limits (to be set by a Surveyor retained by the Project Applicant). Any construction activity areas immediately adjacent to Joshua tree woodland may be flagged or temporarily fenced by the Biological Monitor at their discretion.

63.4.5 Submittal of a brief report to the City discussing any unapproved disturbances resulting in impacts to special status resources within 48 hours of the incident.

64 *EIR Mitigation Measure BIO MM-3: Prior to the issuance of grading or building permits, the Project Applicant shall obtain a CESA Section 2081 Incidental Take Permit (ITP) or a Joshua Tree Conservation Act ITP from the California Department of Fish and Wildlife (CDFW) allowing impacts to western Joshua

tree, a State Candidate species. Compensatory mitigation for impacts on Joshua tree woodland are described in BIO MM-4. If regulatory status changes at any point prior to impacts, and the species is no longer designated as a State Candidate for listing or a State listed species, an ITP would no longer be required. (P)

65 *EIR Mitigation Measure BIO MM-4: The Project Applicant shall provide mitigation for permanently impacting Joshua tree woodland and disturbed Joshua tree woodland. The goal of this mitigation is to ensure no net loss of habitat following implementation of the Project. Mitigation ratios (i.e., the amount of mitigation acreage compared to the amount of impacted habitat) shall be negotiated with the resource agencies but shall be no less than 1:1, replacing each acre of habitat lost with of one acre of equivalent or higher quality habitat. This mitigation may be in the form of habitat preservation, restoration, enhancement, and/or establishment (i.e., creation), or an in-lieu fee program, discussed below. The Project Applicant shall implement one or a combination of these options, as approved by CDFW in the permit described in BIO MM-3. Successful implementation of BIO MM-3, issuance and utilization of an ITP, shall fully mitigate Joshua tree woodland impacts and eliminate the requirements of BIO MM-4. (P)

65.1 Preservation consists of acquisition of mitigation lands containing viable occurrences of the species, or that enhance the sustainability of the occurrences by protecting buffer lands and protecting those occurrences in perpetuity under a conservation easement or an in-lieu fee program that is transferred to a qualified land trust or public agency.

65.2 Restoration consists of the reestablishment or rehabilitation of mitigation land with the goal of returning natural or historic functions and characteristics. Restoration may result in a gain in habitat function, acreage, or both.

65.3 Enhancement consists of activities that heighten, intensify, or improve one or more habitat functions. Enhancement results in a gain in habitat function but does not result in a net gain in habitat acreage.

65.4 Establishment consists of the development of habitat in an area where it did not previously exist through manipulation of the physical, chemical, and/or biological characteristics of the site.

Compensatory mitigation may be in the form of permittee-responsible mitigation, in which the permittee maintains liability for the construction and long-term success of the mitigation site or through mitigation banking/in-lieu fee program, where liability for Project success is

transferred to a third party (i.e., a mitigation bank/in lieu fee sponsor). If the Project Applicant elects to provide mitigation through mitigation banking/in-lieu fee program, the mitigation bank/program shall be selected by the Project Applicant and approved by CDFW and payment shall be made prior to the issuance of grading or building permits. The Joshua Tree Conservation Act ITP process establishes an in-lieu fee program directly with CDFW (See BIO MM-3).

For permittee-responsible mitigation involving establishment, restoration, or enhancement of habitat, the Project Applicant shall retain a qualified Biologist to prepare a Habitat Mitigation Monitoring Plan (HMMP) to mitigate for loss Joshua tree woodland habitat. The HMMP shall be reviewed/approved by the CDFW prior to issuance of grading or building permits. The detailed HMMP shall contain the following items:

65.5 Responsibilities and Qualifications of the Personnel to Implement and Supervise the Plan. The responsibilities of the Project Applicant or its designee, specialists, and maintenance personnel, as well as the qualifications of specialists and maintenance personnel that will supervise and implement the plan, shall be specified.

65.6 Site Selection. Site selection for restoration, establishment, enhancement, and/or preservation mitigation shall be determined in coordination with the Project Applicant, or its designee, and resource agencies. The mitigation site(s) shall be located in a dedicated open space area or on land that shall be dedicated and/or purchased off site.

65.7 Site Preparation and Planting Implementation. Site preparation shall include the following, as determined by specific site conditions and permit requirements: protection of existing native species, trash and weed removal, native species salvage and reuse (i.e., duff), soil treatments (i.e., imprinting, decompacting), temporary irrigation installation, erosion-control measures (i.e., rice or willow wattles), seed mix application, and container species.

65.8 Schedule. A schedule that requires planting to occur between October 1 and March 1 shall be developed.

65.9 Maintenance Plan/Guidelines. The maintenance plan shall include the following, as determined by specific site conditions and permit requirements: weed control, herbivory control, trash removal, irrigation system maintenance, maintenance training, and replacement planting.

65.10 Monitoring Plan. The site shall be monitored and maintained for a minimum of five years to ensure successful establishment of riparian habitat within the restored and created areas. The monitoring plan shall include qualitative monitoring (i.e., photographs and general observations); quantitative monitoring (e.g., randomly placed transects); performance criteria, as approved by the resource agencies; and monthly reports for the first year with quarterly reports thereafter and annual reports for all five years.

65.11 Long-Term Preservation. Long-term preservation of the site shall be outlined in the restoration and enhancement plan to ensure the mitigation site is not impacted by future development.

Although monitoring plans are typically scheduled for five years, if performance standards are successfully met prior to five years, the Project Applicant may request to be released from remaining monitoring requirements by CDFW.

66 *EIR Mitigation Measure BIO MM-7: Per the Staff Report on Burrowing Owl Mitigation (CDFG 2012), the Project Applicant shall retain a qualified Biologist to conduct a preconstruction survey for the burrowing owl no less than 14 days prior to any ground disturbance by the Project and no greater than 30 days prior to ground disturbance in each Project area. The pre-construction survey shall include the area of proposed disturbance plus a 500-foot buffer (if access is available).

If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it cannot be avoided, and therefore Take may occur, a CESA ITP would be required, and project construction shall not proceed until authorized under the provisions of an ITP. Implementation of the conditions of an ITP will fully mitigate for potential impacts to burrowing owl.

If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it can be avoided, the Biologist shall determine an appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 160 feet to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. If the qualified biologist determines that Take map occur, a CESA ITP would be required.

If an active burrow is observed during the breeding season (i.e., February 1 to August 31), the active burrow shall be protected until nesting activity has ended (i.e., all young have fledged from the burrow). The Biologist shall determine the appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 650 to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. Construction shall be allowed to proceed when the qualified Biologist has determined that all fledglings have left the nest. Compensatory mitigation for the loss of foraging habitat shall be satisfied with implementation of MM BIO 6. If the qualified biologist determines that Take may occur, a CESA ITP would be required.

	Time of Year	**Level of Disturbance**		
		Low	**Medium**	**High**
Nesting Sites	April 1 to August 15	656 feet (200 meters)	1,640 feet (500 meters)	1,640 feet (500 meters)
Nesting Sites	August 16 to October 15	656 feet (200 meters)	656 feet (200 meters)	1,640 feet (500 meters)
Nesting Sites	October 16 to March 31	164 feet (50 meters)	328 feet (100 meters)	1,640 feet (500 meters)

Upon completion of the pre-construction burrowing owl survey, a Letter Report shall be prepared and submitted to CDFW documenting the results of the survey within two weeks of completion of the survey effort. If an active burrow is observed, the Letter Report shall include a description of the protective buffer that has been designated and a summary of any additional correspondence with the CDFW.

If time lapses of greater than 30 days occur during construction in a particular portion of the work area, an additional survey shall be conducted by a qualified Biologist within 24 hours prior to vegetation clearing and/or ground disturbance in that area. If any new burrowing owl burrows are observed, the conditions above shall be applied. (P)

67 *EIR Mitigation Measure BIO MM-8: The Project Applicant shall retain a qualified Biologist to conduct a pre-construction burrow survey for desert kit fox and American badger no less than 14 days and no more than 30 days prior to initiation of ground disturbance/construction activities. Ideally, this survey shall be conducted outside the breeding season (i.e., February 1 to September 15) to allow for passive exclusion, if necessary. The pre-construction survey shall include the Project site plus a 200-foot buffer (if access is available). If no active burrows are found, no further mitigation would be required.

If an active burrow is observed outside the breeding season (i.e., September 16 to January 31) and it cannot be avoided, the burrow shall be closed using passive exclusion. One-way doors shall be used to exclude American badgers from their burrows; doors shall be left in place for at least five nights. Progressive soil blocking shall be used to discourage use by desert kit fox. Once the burrow is determined to be unoccupied (i.e., not used for five nights), as verified by site monitoring (e.g., wildlife cameras), the burrow shall be closed by a qualified Biologist who shall excavate the burrow using hand tools.

If an active burrow is observed outside the breeding season (i.e., September 16 to January 31) and it can be avoided, a 50-foot protective buffer shall be delineated around the burrow. The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant shall consult with CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows.

If an active den is observed during the breeding season (i.e., February 1 to September 15), the active den shall be protected with a 100-foot buffer until breeding activity has ended. The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting the occupied den. Construction shall be allowed to proceed when the qualified Biologist has determined that the burrow is no longer active based on site monitoring (i.e., no activity has been observed at the burrow for five nights).

Upon completion of the pre-construction burrow survey, a Letter Report shall be prepared and submitted to CDFW documenting the results of the survey within two weeks of completing the survey effort. If an active burrow/den is observed, the Letter Report shall include a description of the protective buffer that has been designated and a summary of any additional correspondence with the CDFW. (P)

68 *EIR Mitigation Measure BIO DF-2: Prior to the initiation of ground-disturbing construction activities, the Project's construction contractor supervisors shall be

trained by a qualified biologist on the topic of best management construction practices to avoid and minimize impacts to sensitive biological resources present on and around the Project site. The construction supervisors shall be responsible for enforcement of best practices by its personnel. The training shall occur within 30 days of the contractor initiating work on the Project site. (P)

69 *EIR Mitigation Measure BIO MM-13: So long as the Crotch's bumble bee remains a California State Candidate Endangered Species, or becomes listed as an endangered or threatened species, the following measures shall be required, including seasonal avoidance, construction site management, and nest avoidance verified through focused surveys. Implementation of these measures will avoid Take and reduce impacts to less than significant. If Take cannot be avoided, the Project Applicant shall obtain an Incidental Take Permit (ITP) from the CDFW. (P)

69.1 Seasonal Avoidance – Crotch's bumble bee colonies are active in the spring and summer months (approximately February 1 through September 30). Breeding occurs during this period. Prior to the issuance of any clearing, grading, building, or other permit that would authorize vegetation clearance, a Qualified Biologist shall identify and visibly mark in the field with fencing, stakes, or flags with rope/cord, all areas of suitable Crotch's bumble bee habitat. No clearance of suitable habitat for any Project-related purpose shall be permitted to occur in the marked area(s) between February 1 and September 30. Avoidance of all direct impacts to suitable habitat on the Project site during this time period will avoid Take of an active colony and prevent impacts to breeding

69.2 Focused Survey – Within the survey season prior to disturbing or clearing suitable Crotch's bumble bee habitat areas (which may only occur between October 1 and January 31), a Qualified Biologist(s) shall conduct focused surveys for Crotch's bumble bee. The surveys will occur between April 1 and July 31. Surveys will be scheduled to maximize the interval time between each of three visits. The surveys will be carried out at least two hours after sunrise and three hours before sunset, avoiding suboptimal weather conditions. The surveys will occur under dry conditions with temperatures above 60° F and wind speeds under 8 mph, following the CDFW recommended guidelines released in their June 26, 2023 "Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species." The surveying rate will be three acres of potentially suitable habitat per one person-hour of searching, excluding time spent on photography and bumble bee identification during the survey. Surveying Biologists will traverse meandering transects within the survey area to ensure complete 100% coverage, examining flowering plants, cavities in the ground, and mammal burrows with binoculars to

detect the presence of any bumble bees. If a bumble bee is detected, photographs will be taken using a digital single-lens reflex (DSLR) or point-and-shoot camera with adequate zoom capabilities and an LCD screen for accurate identification. Multiple photos will be taken of each individual, with a spacer photo between to distinguish individuals. In cases where multiple bees are observed entering or exiting a cavity or mammal burrow, the biologist will continue observing until nesting is confirmed. The biologists will record detailed field notes using the CDFW "Crotch Bumble Bee Survey Field Data Sheet". A copy of the letter report will be submitted to the CDFW within 45 days of completion of surveys. The City shall not issue a clearing, grading, building, or other permit that would authorize clearance of suitable habitat until the Biologist submits written results of the survey verifying that no Crotch's bumble bee are present in the area proposed for disturbance. If Crotch's bumble bee is detected, the Project applicant will coordinate with CDFW prior to any additional Project activities. If nests are present, the City shall not allow disturbance to or clearance of the nesting habitat without issuance of an ITP by the CDFW.

69.3 Construction Site Management – The following measures are recommended as best management practices during construction activities that occur within 500 feet of suitable Crotch's bumble bee habitat. These requirements shall be noted on applicable construction documents and shall be included as provisions in construction contractor agreements.

69.3.1 Trash Abatement. A trash abatement program shall be initiated before starting construction activities. Trash and food items shall be contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators to Crotch's bumble bee.

69.3.2 Erosion Control Materials. The use of erosion control materials potentially harmful to Crotch's bumble bee, such as monofilament netting (erosion control matting) or similar material shall be prohibited. An acceptable substitute is coconut coir matting. To limit introduction of invasive plant species, erosion control materials shall; be limited to straw, rice straw and/or weed-free straw and the use of hay shall be avoided.

69.3.3 Pesticide Use. Pesticides, including herbicides, insecticides, or rodenticides shall not be used unless there are no other feasible options. If pesticides need to be used, the use of neonicotinoid pesticides and pesticides marked with the US Environmental Protection Agency's bee hazard icon shall be prohibited.

Preferentially use chemicals that are rated green/III in California Agricultural and Natural Resources (UC ANR), Statewide Integrated Pest Management Program (UC IPM) Bee Precaution Pesticide Ratings. Additionally, mixtures with fungicides and adjuvants, like those that contain alkylphenol ethoxylates, shall be prohibited because these have been shown to increase the risk of pesticide toxicity to bees.

69.3.4 Construction Lighting Minimization. If construction activities will occur at night, all construction-related lighting shall be shielded or directed away from Crotch's bumble bee habitat. All construction lighting used shall be yellow or orange lighting.

70 *EIR Mitigation Measure BIO DF-4: Before beginning activities that would cause ground disturbing impacts, the contractor shall, in consultation with a qualified biologist, clearly delineate the boundaries of construction activity with fencing, stakes, or flags, consistent with the grading plan, within which the impacts would occur. All impacts outside the fenced, staked, or flagged areas shall be avoided, and all fencing, stakes, and flags shall be maintained until the completion of impacts in that area as determined by the qualified biologist. (P)

71 *EIR Mitigation Measure CUL MM-1: Prior to construction and as needed throughout the construction period involving ground-disturbing construction activities, a construction worker Cultural Resource Sensitivity Training program shall be provided to all construction workers involved in ground-disturbing activities prior to employment at the Project site. The training shall be prepared and conducted by a qualified professional that meets the Secretary of Interior's Professional Qualification Standards in conjunction with a Tribal Historic Preservation Officer or a designated Tribal Representative from one of the consulting Native American tribes, retained by the construction contractor or by the Project Applicant. The training session shall focus on the historic, archaeological, and tribal cultural resources that may be encountered during ground-disturbing activities, as well as the procedures to be followed in such an event. Workers attending the training shall sign a form that shall be kept by the construction contractor or Project Applicant and made available to the City upon request.

72 *EIR Mitigation Measure CUL MM-2: Prior to the issuance of grading permits, the Project Applicant shall enter into a Tribal Monitoring Agreement with the consulting tribe(s) for a Tribal Monitor. The designated Tribal Monitor(s) shall be on-site during all initial ground-disturbing activities, including but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement, construction excavation for all utility and irrigation lines, and landscaping of any kind. In conjunction with a qualified professional that meets

the Secretary of Interior's Professional Qualification Standards, the designated Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground disturbing activities to allow identification, evaluation, and potential recovery of cultural resources. The Project Applicant shall submit a fully executed copy of agreement(s) to the City of Palmdale to ensure compliance with this requirement. Upon verification, the City shall clear this condition. The agreement(s) shall not modify any condition of approval or mitigation measure. (P)

73 *EIR Mitigation Measure CUL MM-3: Prior to any ground-disturbing activities the qualified professional that meets the Secretary of Interior's Professional Qualification Standards shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the Project site. This Plan shall be written in consultation with the consulting tribe(s). (P)

74 *EIR Mitigation Measure CUL MM-4: During all ground disturbing activities, the qualified professional that meets the Secretary of Interior's Professional Qualification Standards and the Tribal Monitor(s) shall be on-site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources (TCRs) as defined in California Public Resources Code Section 21074. Archaeological and tribal monitoring shall be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The qualified professional that meets the Secretary of Interior's Professional Qualification Standards, in consultation with the Tribal Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so that the monitored grading can proceed.

If a potentially significant cultural resource(s) is discovered, work shall stop within a 100-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the qualified professional that meets the Secretary of Interior's Professional Qualification Standards and Tribal Monitor(s). The archaeologist shall notify the Lead Agency (City of Palmdale) and consulting Tribe(s) of said discovery. The qualified professional that meets the Secretary of Interior's Professional Qualification Standards, in consultation with the Lead Agency, the consulting Tribe[s], and the Tribal Monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural

Resource (TCR) shall be made by the qualified professional that meets the Secretary of Interior's Professional Qualification Standards in consultation with the Tribe(s) and the Tribal Monitor(s) and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference: (P)

74.1 Full avoidance.

74.2 If avoidance is not feasible, preservation in place.

74.3 If preservation is not feasible, all items shall be reburied in an area away from any future Project impacts and reside in a permanent conservation easement or Deed Restriction.

74.4 If all other options are proven infeasible, data recovery through excavation and then in a curation facility that meets Federal Curation Standards (CFR 79.1).

75 *EIR Mitigation Measure GEO MM-1: Prior to the issuance of grading permits, the Project Applicant shall retain a qualified paleontologist approved by the City to create and implement a Project-specific plan for monitoring site grading/earthmoving activities (Project paleontologist). The Project paleontologist retained shall review the approved development plan and grading plan and conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resources Mitigation and Monitoring Plan (PRMMP). The PRMMP shall describe the monitoring levels required during excavations, and the location of areas deemed to have a high paleontological resource potential. This PRMMP shall be submitted to the City for approval prior to issuance of a grading permit. Requirements to be included in the PRMMP are as follows: (P)

75.1 Worker's Environmental Awareness Program. Prior to the start of the proposed Project activities, the PRMMP shall require that all field personnel shall receive a worker's environmental awareness training on paleontological resources. The training shall provide a description of the laws and ordinances protecting fossil resources, the types of fossil resources that may be encountered in the Project area, the role of the Project paleontologist, outline steps to follow in the event that a fossil discovery is made and provide contact information for the Project paleontologist. The training shall be developed by the Project paleontologist and can be delivered concurrent with other training including cultural, biological, safety, etc.

75.2 Paleontological Mitigation Monitoring. The PRMMP shall describe the monitoring levels required during excavations, and the location of areas deemed to have a high paleontological resource potential. Monitoring shall entail the visual inspection of excavated or graded areas and trench sidewalls. If the Project paleontologist determines full-time monitoring is no longer warranted, based on the geologic conditions at depth, he/she/they may recommend that monitoring be reduced or cease entirely.

75.3 Fossil Discoveries. If a paleontological resource is discovered, the Project paleontologist shall have the authority to temporarily divert the construction equipment around the find until it is assessed for scientific significance and, if appropriate, collected. If the resource is determined to be of scientific significance, the Project paleontologist shall complete the following:

75.3.1 *Salvage of Fossils.* If fossils are discovered, all work in the immediate vicinity shall be halted to allow the Project paleontologist to evaluate the discovery and determine if the fossil may be considered significant. If the fossils are determined to be potentially significant, the Project paleontologist shall recover them following standard field procedures for collecting paleontological as outlined in the PRMMP prepared for the Project. The Project paleontologist shall have the authority to temporarily direct, divert or halt construction activity to ensure that the fossil(s) can be removed in a safe and timely manner.

75.3.2 *Fossil Preparation and Curation.* The PRMMP shall identify the museum that has agreed to accept fossils that may be discovered during Project-related excavations. Upon completion of fieldwork, all significant fossils collected shall be prepared in a properly equipped laboratory to a point ready for curation. Preparation may include the removal of excess matrix from fossil materials and stabilizing or repairing specimens. During preparation and inventory, the fossil specimens shall be identified to the lowest taxonomic level practical prior to curation at an accredited museum. The fossil specimens shall be delivered to the accredited museum or repository no later than 90 days after all fieldwork is completed. The cost of curation shall be assessed by the repository and shall be the responsibility of the Project Applicant.

75.4 Final Paleontological Mitigation Report. Upon completion of ground-disturbing activities (and curation of fossils if necessary), the Project paleontologist shall prepare a final mitigation and monitoring report

outlining the results of the mitigation and monitoring program. The report shall include discussion of the location, duration and methods of the monitoring, stratigraphic sections, any recovered fossils, and the scientific significance of those fossils, and where fossils were curated.

76 *EIR Mitigation Measure GEO RR-1: Prior to issuance of grading or building permits, the City of Palmdale Building and Safety Division shall verify that all of the recommendations provided in the Project's Geotechnical Investigation prepared by Southern California Geotechnical and included as Technical Appendix F1 to the Project's EIR, are incorporated into the Project's grading and building plans and implemented by the construction contractors. Recommendations are made for, but are not limited to: 1) Seismic Design Considerations; 2) Geotechnical Design Considerations: all grading activities shall be completed in accordance with the Grading Guide Specifications included as Appendix D of the Geotechnical Investigation; 3) Site Grading Recommendations; 4) Construction Considerations; 5) Foundation Design and Construction; 6) Floor Slab Design and Construction; 7) Retaining Wall Design and Construction; and 8) Pavement Design Parameters. (P)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

77 The applicant shall petition the City to annex to the City's Community Facilities District for the maintenance of streetlights and appurtenant facilities. Such annexation shall be completed at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the annexation to the Community Facilities District, the Developer shall propose and receive approval for an alternative maintenance entity. The developer shall remain solely responsible for the maintenance of the streetlights and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Developer. (E)

78 The applicant shall provide written evidence to the Planning and Engineering Divisions that approval has been obtained from the Los Angeles County Fire Department. (F)(P)(E)

79 The applicant shall enter into a Subdivision Improvement Agreement and post securities with the City and pay all applicable fees at the time of subdivision approval for those improvements necessary to support this subdivision, as determined by the City Engineer. If any transfer of ownership/title of land within

this proposed subdivision takes place prior to release of all agreements and securities, the new applicant shall be required to enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the new applicant take effect. (E)

80 The applicant shall submit full sized copies of the final recorded map in the form of one set of mylar and three sets of blueline to the City Engineer and shall also submit an 8-1/2 by 11-inch mylar copy of the final map to the Planning Manager and City Engineer. The applicant shall provide a computerized .dwg format of the final recorded tract map which is compatible with the City's Geographic Information Systems (GIS) to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone (5 in feet). (E)

81 Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the applicant for review and approval by the City Engineer. (E)

82 Will Serve letters shall obtained and submitted to the City before the map is submitted to City Council for approval. The following is a list of the minimum Will Serve letters required: (E)

82.1 Water District

82.2 Southern California Edison

82.3 Southern California Gas Company

82.4 Cable TV

82.5 Los Angeles County Sanitation District

82.6 School District

82.7 Telephone Company

83 A preliminary title report and subdivision guarantee is needed showing all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded, unless approved by the City Engineer and

subordinated to any City easements by a certification upon the title sheet of the final map, prior to the grant. (E)

84 The applicant shall record a reciprocal access, parking, maintenance, sewer, and drainage agreement. A copy of said agreement shall be submitted to the Planning Manager, City Engineer, and City Attorney for review and approval prior to recordation. The applicant shall be responsible for all attorney costs associated with this review. (P)(E)

85 In cases where the applicant indicates that multiple final maps will be filed, a Phasing Plan shall be submitted for review and approval by the Planning Manager and City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this tentative map until such time as the City of Palmdale has had the opportunity to evaluate the phasing and impose reasonable conditions, related to the phasing. (E)

86 Lot "A" shall be dedicated to the City for future detention basin purposes. (E)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH ISSUANCE OF BUILDING PERMITS:

87 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and local agencies including, but not limited to, the following:

Antelope Valley Air Quality Management District
Antelope Valley Union High School District
Los Angeles County Consolidated Fire District
Los Angeles County Department of Health Services
Los Angeles County Sanitation District
Los Angeles County Waterworks
Palmdale School District
Palmdale Water District
Regional Water Resources Control Board

The duty of inquiry as to such requirements shall be upon the applicant. Receipt and proof of payment shall be provided to the Building and Safety Division prior to issuance of any building permits. (P)(E)(F)(B&S)

88 The applicant shall comply with all applicable development regulations and requirements prior to the issuance of any buildings permits on the subject property. (P)(E)(B&S)

89 The applicant shall comply with all requirements of the Building and Safety Division including posting of necessary securities to ensure conversion of model structures or any portion of a model structure for residential habitation prior to issuance of occupancy permits. (B&S)

90 The applicant shall submit detailed plans for all building construction and obtain plan approval from all agencies/departments as required. (B&S)(F)(P)

91 All agency approvals for permit issuance shall be on file with the Building and Safety Division. (B&S)(F)

92 The applicant shall comply with all applicable development regulations and requirements prior to the issuance of any building permits on the subject property. (P)(E)(B&S)

93 The project shall comply with all requirements of PMC Chapter 13.05 (Sewer Collection Service Charges). (E)

94 Water mains shall be designed to meet or exceed the total flow requirements determined from domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Department. (E)

95 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not been installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)

95.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

95.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

96 Street lighting plans shall be reviewed and approved separate of the approval of the street improvement plans. Street lighting plans and electrical plans shall be submitted to the City Engineer for review and approval and to Southern

California Edison (SCE) for reference. Electrical plans shall be prepared by a Registered California Electrical Engineer. (E)

97 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

98 All sanitary sewer mains to be dedicated to the City area required to submit as-built plans and have TV video inspection prior to final acceptance for maintenance. (E)

99 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to release of rough grading. The City of Palmdale Building Code requires these reports from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

100 The applicant shall obtain addresses established by the City Engineer and pay applicable processing fees for all lots of residential subdivisions. Commercial subdivisions are addressed by the Building and Safety Division upon application for a building permit. (E)(B&S)

101 Appropriate right-of-way for right-turn lane(s) shall be provided at each of the project driveways on Columbia Way/East Avenue M. Design shall be subject to the approval of the City Engineer. (TE)

102 Design of Columbia Way/East Avenue M to the ultimate half width along the project frontage shall include a raised median. (TE)

103 Driveways shall have a minimum radius of 20 feet and follow the recommendations in the approved traffic study for the project. (TE)

104 A striping and signing plan shall be provided for all roadway improvements internal to the site and along the project frontage on Columbia Way and Sierra Highway. These plans shall be subject to the approval of the City Engineer as part of the approval of the street improvement plans. (TE)

Impact Fees

105 In accordance with the PMC Section 15.01.020 (Public Art in Private and Municipal Development Project Contribution Requirements) for projects with a

building permit valuation of $500,000 or more, the applicant shall devote an amount not less than one-half percent for the acquisition and installation of public art on the development site. This amount shall be the program allocation with a cap of $250,000 allocated for single construction projects. This contribution requirement shall apply to mixed-use and residential projects that create five or more units. All nonprofit and affordable housing developments and structures shall be exempt from this requirement. In lieu of public art on the development site, the applicant may place a public art in-lieu contribution in an amount equal to the program allocation prior to the issuance of a building permit for the project on the development site. (PA)

106 The public art that may be used to satisfy the requirements shall comply with applicable standards contained in PMC Section 15.01.040 (Public Art in Private and Municipal Development Project Compliance Standards). (PA)

107 The applicant has the option of proposing public art incorporating on-site artwork into the development or may elect to deposit the full amount in the public art fund as required under PMC Section 15.01.020 (Public Art in Private and Municipal Development Project Contribution Requirements). In any event, ten percent of the amount required under PMC Section 15.01.20 (Public Art in Private and Municipal Development Project Contribution Requirements) shall be deposited into the public art fund. (PA)

108 In conjunction with an application for a building permit, the applicant shall submit to the City a concept public art project plan for on-site artwork and follow the specifications of PMC Section 15.01.080 (Application and Approval Procedures for Public Art). The City's Public Art Guidelines for Developers will be furnished upon request. (PA)

109 The applicant shall comply with the provisions of PMC Chapter 3.34 (Parkland Dedication). The applicant shall pay to the Building and Safety Division the applicable Parkland development fees in the amount that is in effect at the time such fees are to be collected pursuant to PMC Chapter 3.34 (Parkland Dedication). (Pk)(B&S)

110 This subdivision/development is located within the Amargosa Natural Drainage Area/Basin as defined by the City's Master Drainage Plan and approved by Resolution 89-75. The applicant shall comply with the provisions of PMC Chapter 3.38 (Drainage Fee Requirements). The applicant shall pay the applicable drainage fees to the Engineering Division in the amount that is in effect at the time such fees are to be collected. Payment of drainage fees for all areas within the map boundaries which are disturbed by grading are due upon submittal of rough grade certification, prior to building permit issuance. (E)

111 The applicant shall comply with the provisions of PMC Chapter 3.42 (Fire Facility Impact Fee Requirements). The applicant shall pay the applicable fire facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (B&S)

112 The applicant shall comply with the provisions of PMC Chapter 3.45 (Public Facility Development Impact Fee Requirements). The applicant shall pay the applicable public facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (B&S)

113 *EIR Mitigation Measure AIR MM-3: The Project shall implement the following measure in order to reduce operational energy source air pollutant emissions to the extent feasible: (B&S)

113.1 The Project shall include rooftop solar panels to the extent feasible, with a capacity that matches the maximum allowed for distributed solar connections to the grid. Install Energy Star-rated heating, cooling, lighting, and appliances.

113.2 Provide information on energy efficiency, energy-efficient lighting and lighting control systems, energy management, and existing energy incentive programs to future tenants of the Project.

113.3 Structures shall be equipped with outdoor electric outlets in the front and rear of the structures to facilitate use of electrical lawn and garden equipment.

114 *EIR Mitigation Measure AIR MM-5: Prior to the issuance of a building permit, Developer shall provide documentation to the City of Palmdale demonstrating that the Project will achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CalGreen Tier 2 standards in effect at the time of building permit application. (B&S)

115 *EIR Mitigation Measure AIR DF-1: To reduce water demands and associated energy use, the Project would implement a Water Conservation Strategy and demonstrate a minimum 20 percent (%) reduction in indoor and outdoor water usage when compared to baseline water demand (total expected water demand without implementation of the Water Conservation Strategy). Prior to the issuance of building permits for the Project, the Project applicant shall provide building plans that include the following water conservation measures: (B&S)

115.1 Install low-water use appliances and fixtures

115.2 Restrict the use of water for cleaning outdoor surfaces and prohibit systems that apply water to non-vegetated surfaces

115.3 Implement water-sensitive urban design practices in new construction.

115.4 Install rainwater collection systems where feasible.

116 *EIR Mitigation Measure AIR DF-2: In order to reduce the amount of waste disposed at landfills, the Project would implement a 75 percent waste diversion program. Prior to the issuance of building permits for the Project, the Project applicant shall provide building plans that include the following solid waste reduction measures: (B&S)

116.1 As dark or darker in shade as that designated No. 1 on the Ringelmann Chart, as published by the United States Bureau of Mines; or

116.2 Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subparagraph (b)(1)(A) of Rule 401.

117 *EIR Mitigation Measure BIO MM-11 & BIO DF-1: The Project Applicant or its designee shall retain a qualified Biologist to review the landscaping plan to ensure that any landscaping component of the Project does not include the planting of exotic, invasive species that would potentially degrade the quality of the surrounding natural open space. A list of potential landscaping plant species shall be submitted to the Biologist for review; the Biologist shall ensure that exotic plant species known to be invasive (e.g., those on the California Invasive Plant Council's [Cal-IPC's] invasive plant inventory) are not included on the list. The Biologist shall make recommendations for more suitable plant species if necessary. Once a final plant palette is prepared, landscaping installed in the development area shall include only species on the approved palette. (P)(E)

118 *EIR Mitigation Measure PS RR-2: The Project shall adhere to PMC Chapter 3.45, Public Facility Development Impact Fee Requirements, which requires payment of a Development Impact Fee to assist the City in providing for fire protection facilities, including fire stations; providing for police protection facilities; and providing for other public services and facilities. Payment of the Development Impact Fees would ensure that funds are available for capital improvements, such as land/equipment purchases and fire station construction. (B&S)

119 *EIR Mitigation Measure UTIL RR-2: The Project design is required to comply with the provisions of the California Solid Waste Reuse and Recycling Act (AB 1327), which requires that an adequate area for collecting and loading recyclable

materials over the lifetime of the Project must be provided. The City of Palmdale shall ensure the Project applicant has met this requirement prior to the issuance of building permits. (PW)

120 *EIR Mitigation Measure WF DF-1: The proposed structures shall be equipped with an early suppression fast response (ESFR) fire sprinkler system. Installation of the ESFR system shall be assured through City review and approval of building permits. (B&S)

121 *EIR Mitigation Measure WF RR-1: Prior to issuance of building permits, the City shall assure that the Project's building plans comply with required fire protection ratings specified in the applicable California Code of Regulations Title 24 requirements. (B&S)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

122 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

123 From the beginning of the first ground disturbing activity until on 100 percent of the lots for the entire subdivision have been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 1 - April 15); 2) provide appropriate dust control measures, per City Standards, to minimize nuisance from dust at all times. (E)(B&S)

124 The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties shall be prohibited. (P)

125 Grading shall be done in accordance with a grading plan prepared by the applicant's Registered Civil Engineer. All grading work shall be performed in one continuous operation or in phases as approved by the Planning Manager and the City Engineer. (P)(E)

126 In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, all grading or excavation shall cease in the immediate area, and the find left untouched until a qualified professional archaeologist or paleontologist, whichever is appropriate, is contacted and called in to evaluate the find and make recommendations as to disposition, mitigation, and/or salvage. The applicant shall be liable for costs associated with the professional investigation. (P)

127 The City Engineer shall be notified a minimum of 60 days prior to anticipated opening of any street to public travel. (TE)(E)

128 If this tentative map is to be phased, the applicant shall have all basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase. (E)

129 All existing utilities interfering with the new construction shall be relocated at the developer's expense. (E)

130 A signing and striping plan shall be provided for all roadway improvements. (TE)

131 The applicant shall comply with all City and State guidelines and requirements for traffic control during construction and prior to final project acceptance. (TE)

132 Additional pavement shall be constructed in order to provide for striped right turn lanes at each project driveway as directed by the City Engineer. (TE)

133 Traffic signals shall be designed and approved by the City Engineer on Columbia Way/East Avenue M at both 4th Street East and Challenger Way. (TE)(E)

134 *EIR Mitigation Measure AIR MM-1: "Super-Compliant" low volatile organic compounds (VOC) paints shall be used during architectural coatings, which have been reformulated to exceed the regulatory VOC limits put forth by AVAQMD's Rule 1113. Super-Compliant low VOC paints shall be no more than 10 grams per liter (g/L) of VOC. Alternatively, the applicant may utilize precoated tilt-up concrete buildings that do not require the use of architectural coatings (painting). (B&S)(AVAQMD)

135 *EIR Mitigation Measure AIR MM-6: During Project construction, Developer shall comply with the following: (B&S)(AVAQMD)

135.1 Require all generators, and all diesel fueled off-road construction equipment greater than 75 horsepower, to be zero emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code or Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hookup at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations, and

Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that the Project Applicant documents that equipment with the required tier is not reasonably available and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment (for example, if a Tier IV Final piece of equipment is not necessarily available at the time of construction and a lower tier equipment is used instead (e.g., Tier IV interim), and another piece of equipment could be upgraded from a Tier IV Final to a higher tier (i.e., Tier V) or replaced with an alternative-fueled (not diesel-fueled) equipment to offset emissions associated with using a piece of equipment that does not Meet Tier IV Final standards). Before an exemption may be considered by the City, the Project Applicant shall be required to demonstrate that at least two construction fleet owners/operators in the Region were contacted and that those owners/operators are confirmed Tier IV Final or better equipment could not be located in the Region. To ensure that Tier IV Final construction equipment or better would be used during the proposed Project's construction, the Project Applicant shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

135.2 Provide infrastructure for zero-emission off-road construction equipment if the contractors selected to construct the Project plan to use zero-emission off-road construction equipment.

135.3 Provide electrical hook-ups to the power grid, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills, and compressors. In applicable bid documents and contracts with contractors selected to construct the Project, include language requiring all offroad equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers, etc. (used during Project construction to be electric.

135.4 Require construction equipment to be turned off when not in use.

135.5 Recycle and/or salvage to reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.

135.6 On days when the hourly average wind speed for the City of Palmdale exceeds 20 miles per hour, additional dust control measures shall be implemented, such as increased surface watering. Grading and excavation shall be prohibited when sustained wind speeds exceed 30 miles per hour.

135.7 Apply and maintain surface treatments (such as PURETi Coat or PlusTi) on impervious ground surfaces that lessen impervious surface-related radiative forcing.

135.8 Use paints, architectural coatings, and industrial maintenance coatings for all interior painting that have volatile organize compound levels of less than 10 g/L.

135.9 All self-propelled off-road diesel-powered vehicles with engines greater than or equal to 25 horsepower and all two-engine vehicles (except on-road two-engine sweepers) shall comply with applicable provisions of the California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleets Regulation (Sections 2449, 2449.1, and 2449.2 of Title 13, Division 3, Chapter 9, Article 4.8, California Code of Regulations).

136 *EIR Mitigation Measure AIR RR-1: The Project shall comply with the provisions of AVAQMD Rule 401, Visible Emissions, which requires that a person shall not discharge into the atmosphere from any single source of emission whatsoever, any air contaminant for a period or periods aggregating more than three minutes in any one hour which is: (AVAQMD)

136.1 As dark or darker in shade as that designated No. 1 on the Ringelmann Chart, as published by the United States Bureau of Mines; or

136.2 Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subparagraph (b)(1)(A) of Rule 401.

137 *EIR Mitigation Measure AIR RR-2: The Project shall comply with the provisions of AVAQMD Rule 402, Nuisance, which requires that a person shall not discharge air contaminants or other materials that would cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. (AVAQMD)

138 *EIR Mitigation Measure AIR RR-4: The Project shall comply with AVAQMD rules related to sulfur content in fuels, including Rule 431.1, Sulfur Content of

Gaseous Fuels; Rule 431.2, Sulfur Content of Liquid Fuels; and Rule 431.3, Sulfur Content of Fossil Fuels. (AVAQMD)

139 *EIR Mitigation Measure AIR RR-5: The Project shall comply with the provisions of AVAQMD Rule 1113, Architectural Coatings, by requiring that all architectural coatings must comply with the VOC limits established in Table 1 of Rule 1113. (AVAQMD)

140 *EIR Mitigation Measure BIO MM-2: To avoid impacts on active nests for common and special status birds and raptors, the Project Applicant shall schedule vegetation clearing during the non-breeding season. If Project timing requires that vegetation clearing occur between February 1 (as early as January 1 for some raptors) and September 15, the Project Applicant or its designee shall retain a qualified Biologist to conduct a pre-construction survey for nesting birds and raptors. The pre-construction survey shall be conducted by a qualified Biologist within three days prior to vegetation clearing. The pre-construction nesting bird survey area shall include the Project impact area (i.e., disturbance footprint) plus a 500-foot buffer to search for nesting birds and raptors. If no active nests are found, no further mitigation would be required.

If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors and a protective buffer of 300 feet shall be used to protect nesting birds. If appropriate, a smaller buffer may be considered (as determined by the Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals at the nest), and the type of construction activity. No construction activities shall be allowed in the designated buffer until the Biologist determines that nesting activity has ended. Construction may proceed within the buffer area once the Biologist determines that nesting activity has ceased (i.e., fledglings have left the nest or the nest has failed). The designated buffer shall be clearly marked in the field and shall be mapped as Environmentally Sensitive Areas (ESAs) on construction plans.

Prior to the initiation of construction activities, an email summary of the results shall be submitted to the City by the Project Applicant with a map of any active nests found and their designated buffers. Construction shall be allowed to proceed if standard buffer distances are employed for any active nests. The Biologist shall then prepare a formal Letter Report describing methods used, results of the survey, recommended buffers, and/or justification for buffer reductions. The Letter Report shall be submitted to the City within one week of completion of the survey. If an active nest is observed during the survey, the Letter Report shall include a map showing the designated protective buffer. (P)

141 *EIR Mitigation Measure BIO MM-5: Per the City of Palmdale Emergency Ordinance No. 1556, a City approved Biologist shall prepare a Desert Vegetation Preservation Plan and the City shall issue a permit for Joshua tree removal prior to Project impacts. The City may defer to a CDFW ITP (See BIO MM-3), with no additional requirements, if one is issued for the project. (P)(E)

142 *EIR Mitigation Measure BIO MM-6: Prior to the initiation of construction, the Project Applicant shall obtain the necessary permits, tags, and/or seals, and shall pay the appropriate fees for removal of any individuals of a species protected by the California Desert Native Plant Protection Act. This includes nine silver cholla. (P)

143 *EIR Mitigation Measure BIO MM-9: The Project Applicant shall incorporate Best Management Practices (BMPs), including applicable measures required through the National Pollutant Discharge Elimination System (NPDES) requirements, to ensure that the quantity and quality of runoff discharged by Project activities does not adversely affect the Project area. In particular, BMPs shall be designed to prevent (to the extent feasible) the runoff of toxins, chemicals, petroleum products, or other elements that might degrade water quality. Additionally, BMPs shall be used to minimize erosion.

The areas where stockpiling can occur shall be selected in consultation with the monitoring Biologist. Spoils shall be stockpiled in disturbed areas lacking native vegetation. The Construction Contractor shall clearly mark stockpile areas to define the limits where stockpiling can occur.

The Construction Contractor shall designate an area for vehicle maintenance that is not within or adjacent to drainages or native vegetation. Fueling and maintenance of equipment shall take place within the vehicle maintenance area. Impervious ground surfaces or plastic covering shall be used to prevent spillage or leakage onto the ground surface. Any spilled hazardous materials shall be immediately cleaned and hazardous materials properly disposed of. Construction Contractor equipment shall be checked for leaks prior to operation and repaired as necessary. (E)

144 *EIR Mitigation Measure BIO MM-10: The Project Applicant or its designee shall ensure that night lighting shall be directed away from open space areas and shielding shall be incorporated in the final Project design to minimize spillover of night lighting into adjacent open space to the greatest extent practicable. Any such light fixtures installed adjacent to open space areas shall direct/reflect light downward and away from adjacent habitat areas. (P)

145 *EIR Mitigation Measure BIO RR-1: The Project Applicant or its designee shall incorporate Best Management Practices (BMPs) during Project construction,

including applicable measures required through the National Pollutant Discharge Elimination System (NPDES) requirements, to ensure that the quantity and quality of water runoff discharged by Project activities does not adversely affect biological resources. BMPs shall be designed to prevent, to the extent feasible, the runoff of toxins, chemicals, petroleum products, or other elements that might degrade water quality. Additionally, BMPs shall be used to minimize erosion. (E)

146 *EIR Mitigation Measure BIO RR-2: Construction contractors shall immediately stop work and, pursuant to pertinent State and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so, to minimize impacts to biological resources. (P)(E)(B&S)

147 *EIR Mitigation Measure BIO DF-3: The qualified biologist shall maintain a construction monitoring notebook on the site throughout the construction period, which shall include a copy of the biological resources mitigation measures with attachments and a list of signatures of all construction supervisory personnel who have successfully completed the education program. The Project Applicant or successor in interest shall ensure that a copy of the construction monitoring notebook is available for review at the Project site upon request by the CDFW. (P)

148 *EIR Mitigation Measure BIO DF-5: During Project construction, areas where stockpiling can occur shall be selected in consultation with a qualified biologist. Spoils shall be stockpiled in disturbed areas lacking native vegetation. The construction contractor in coordination with a qualified biologist shall clearly mark stockpile areas in the field to define the limits where stockpiling can occur. (P)(E)

149 *EIR Mitigation Measure BIO DF-6: The construction contractor shall designate an area for vehicle maintenance that is not within or adjacent to any drainage area or native vegetation. Fueling and maintenance of equipment shall take place within the vehicle maintenance area. Impervious ground surfaces or plastic covering shall be used to prevent spillage or leakage onto the ground surface. Any spilled hazardous materials shall be immediately cleaned and hazardous materials properly disposed of. Contractor equipment shall be checked for leaks prior to operation and repaired as necessary. (E)(B&S)

150 *EIR Mitigation Measure BIO MM-12 and DF-7: The introduction of exotic plant species shall be avoided and minimized to the extent practicable. Weed seeds entering the construction area via vehicles shall be minimized by requiring construction vehicles to be washed prior to delivery to the Project site. Trackclean or other methods of vehicle cleaning shall be used by the construction contractor to prevent weed seeds from entering/exiting the

construction areas on vehicles. Additionally, wattles used for erosion control shall be certified as weed-free. (P)(E)(B&S)

151 *EIR Mitigation Measure BIO DF-8: Lighting for construction activities and operations shall be directed inward toward the Project site and lighting shall not be directed toward adjacent undeveloped areas. (P)

152 *EIR Mitigation Measure BIO DF-9: The following avoidance and minimization measures shall be implemented during project construction: (P)(B&S)

152.1 Fully covered trash receptacles that are animal-proof shall be installed and used by the operator to contain all food, food scraps, food wrappers, beverage containers, and other miscellaneous trash. Trash contained within the receptacles shall be removed at least once a week from the Project site.

152.2 Construction work areas shall be kept clean of debris, such as cable, trash, and construction materials. All construction/contractor personnel shall collect all litter, vehicle fluids, and food waste from the Project site on a daily basis.

153 *EIR Mitigation Measure BIO DF-10: The Project Applicant or successor in interest shall limit herbicide use for invasive plant species and shall use herbicides only if it has been determined by a qualified biologist that hand or mechanical efforts are infeasible. To prevent drift, the Project Applicant or successor in interest shall apply herbicides only when wind speeds are less than seven miles per hour. All herbicide application shall be performed by a licensed applicator and in accordance with all applicable federal, State, and local laws and regulations. In addition, no rodenticides and second-generation anticoagulant rodenticides shall be used during Project construction and operational activities. (P)(E)

154 *EIR Mitigation Measure CUL RR-1: If human remains are encountered during ground-disturbing construction activities, compliance with California Health and Safety Code § 7050.5 and Public Resources Code § 5097 et. seq. shall be required. State Health and Safety Code § 7050.5 states that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code § 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Los Angeles County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law (24 hours). Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then

make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code §5097.98. Evidence of compliance with this mitigation measure, if human remains are found, shall be provided to the City Planning Department upon the completion of a treatment plan and final report detailing the significance and treatment finding. (P)(E)

155 *EIR Mitigation Measure GEO RR-2: The Project is required to comply with the provisions of PMC Chapter 8.04, Adoption of Health, Safety and Technical Construction Codes which generally require that all projects comply with California Building Codes and the International Building Codes. These codes establish site-specific investigation requirements, construction standards, and inspection procedures to ensure that development does not pose a threat to the health, safety, and welfare of the public, and include requirements related to erosion. (B&S)

156 *EIR Mitigation Measure GEO RR-3: The Project is required to comply with the provisions of AVAQMD Rule 403 by addressing blowing dust from the Project's construction activities. (AVAQMD)

157 *EIR Mitigation Measure GEO RR-4: The Project is required to comply with the provisions of the Project's NPDES permit, the Project's SWPPP as well as the City's SWMP. Compliance would identify and implement an effective combination of erosion control and sediment control measures (i.e., Best Management Practices) to reduce or eliminate discharge to surface water from stormwater and non-stormwater discharges. (E)

158 *EIR Mitigation Measure GHG DF-1: To reduce water demands and associated energy use, the Project is required to implement a Water Conservation Strategy and demonstrate a minimum 20 percent reduction in indoor and outdoor water usage when compared to baseline water demand (total expected water demand without implementation of the Water Conservation Strategy). Prior to the issuance of building permits for the Project, the Project applicant shall provide building plans that include the following water conservation measures: (E)(B&S)

158.1 Install low-water use appliances and fixtures.

158.2 Restrict the use of water for cleaning outdoor surfaces and prohibit systems that apply water to non-vegetated surfaces.

158.3 Implement water-sensitive urban design practices in new construction.

158.4 Install rainwater collection systems where feasible.

159 *EIR Mitigation Measure GHG DF-2: To reduce the amount of waste disposed at landfills, a 75 percent waste diversion program shall be implemented during Project construction. Prior to the issuance of building permits, the City shall verify that building plans contain the following solid waste reduction measure requirements: (B&S)(PW)

159.1 Provide storage areas for recyclables, as well as for green waste and food waste storage, if a pick-up service is available.

159.2 Compost on site if feasible.

160 *EIR Mitigation Measure GHG RR-1: The Project is required to comply with the PMC Chapter 14.05, Water Efficient Landscape. Efficient water use lowers GHG emissions by reducing the consumption of energy resource required to treat and deliver water.

161 *EIR Mitigation Measure GHG RR-2: The Project is required to directly or indirectly comply with all applicable GHG reduction mandates imposed by the State of California and the AVAQMD. Those that are applicable to the Project either directly or indirectly and that would reduce GHG emissions are: (AVAQMD)(B&S)

161.1 Pavley Fuel Efficiency Standards (AB 1493). Establishes fuel efficiency ratings for new vehicles.

161.2 Title 24 California Code of Regulations (California Building Code). Establishes energy efficiency requirements for new construction.

161.3 Title 20 California Code of Regulations (Appliance Energy Efficiency Standards). Establishes energy efficiency requirements for appliances.

161.4 Title 17 California Code of Regulations (Low Carbon Fuel Standard). Regulates the carbon content of fuel sold in California.

161.5 Statewide Retail Provider Emissions Performance Standards (SB 1368). Requires energy generators to achieve performance standards for GHG emissions.

161.6 Renewable Portfolio Standards (SB 1078). Requires electric corporations to increase the amount of energy obtained from eligible renewable energy resources.

162 *EIR Mitigation Measure HAZ RR 4-1: All construction contractors are required to comply with all applicable regulations and requirements promulgated by the federal Occupational Safety and Health Administration (OSHA). (B&S)

163 *EIR Mitigation Measure HAZ RR 4-2: The Project is required to comply with Title 22, Division 4.5 of the California Code of Regulations, which requires residents and employees to dispose of household hazardous waste, including pesticides, batteries, old paint, solvents, used oil, antifreeze, and other chemicals, at a Household Hazardous Waste Collection Facility. (B&S)(PW)

164 *EIR Mitigation Measure HAZ RR 4-3: The Project is required to comply with Title 22, Division 4.5, Chapter 11 of the California Code of Regulations which requires fluorescent lamps, batteries, and mercury thermostats be recycled or taken to a Household Hazardous Waste Collection Facility. (B&S)(PW)

165 *EIR Mitigation Measure HYDRO RR-1: As required by the provisions of the NPDES permit, the Project Applicant would be required to obtain an NPDES permit for construction activities, which includes the preparation and implementation of a Stormwater Pollution Prevention Plan. The Project's construction contractors will be required to follow the requirements outlined in the SWPPP. Compliance with the NPDES permit and the SWPPP would identify and implement an effective combination of erosion control and sediment control measures (i.e., Best Management Practices) to reduce or eliminate discharge to surface water from storm water and non-stormwater discharges during construction activities. (E)

166 *EIR Mitigation Measure NOI RR-1: All construction activities shall adhere to PMC Section 8.28.030, limiting construction activities to the hours of 6:00 AM and 6:00 PM, prohibiting earth excavating and similar activities between 8:00 PM and 6:30 AM and on Sundays in any residential zone or within 500 feet of any residence, hotel, motel, or recreational vehicle park. This requirement shall be noted on all grading and building plans and in bid documents issued to construction contractors. (E)(B&S)

167 *EIR Mitigation Measure PS RR-1: As a condition of Project approval, the proposed Project shall conform to all mandatory local, State, and federal laws, ordinances, and standards relating to fire safety. Among other items, these requirements include conformance with the Uniform Building Code Section 1503, which requires that all buildings be constructed with fire retardant roofing material. Access routes in the Project area would be required to be maintained throughout construction and buildout of the proposed Project. (B&S)

168 *EIR Mitigation Measure TRN MM-2: Prior to each phase of construction, the Project Applicant shall provide a Construction Management Plan to the City to further ensure that a) adequate emergency access is required to be maintained during construction of the Project in accordance with City and Fire Department requirements, and b) all proposed improvements within the public right-of-way shall be installed in conformance with City design standards and project

construction activities that would occur in the public right-of-way shall adhere to the applicable construction control practices that are specified in the State of California Department of Transportation Construction Manual and the California Manual on Uniform Traffic Control Devices, to minimize potential safety hazards. (P)(E)(B&S)(PW)(TE)

169 *EIR Mitigation Measure UTIL RR-1: Project construction contractors are required to comply with the requirements of the California Green Building Standards Code (CalGreen, Part 11 of Title 24, California Code of Regulations), which requires among other items the installation of low water-use appliances and the diversion of a certain amount of construction waste from landfills. (B&S)(PW)

170 *EIR Mitigation Measure UTIL RR-3: The Project applicant, construction contractors, and operators, shall comply with all applicable provisions of PMC Chapter 5.52, Solid Waste Handling and Recycling Services. (B&S)(PW)

171 *EIR Mitigation Measure UTIL RR-4: The Project applicant, construction contractors, and operators, shall comply with all applicable provisions of PMC Title 13, Sanitary Sewers and Industrial Waste. (E)(PW)

172 *EIR Mitigation Measure UTIL RR-5: The Project applicant, construction contractors, and operators, shall comply with all applicable provisions of PMC Chapter 14.05, Water Efficient Landscape. (E)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO OCCUPANCY OF THIS PROJECT:

173 The applicant shall contact the Planning Division a minimum of two weeks prior to final inspection by the Building and Safety Division to make arrangements for a final walk-through inspection by the Planning Division. (P)

174 All public improvements shall be completed and accepted by the City. (E)

175 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City requires that these be submitted by the field or supervising grading engineer, and/or the landscape architect. (E)

176 Any broken, damaged or non-compliance curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development shall be repaired. Any existing driveways that are not to be used shall be replaced with standard curb, gutter, and sidewalk. (E)

177 The applicant shall improve any private street(s) or access drives for this project according to the plans approved by the City Engineer. (E)

178 The project shall be constructed in accordance with all the approved plans, including but not limited to site plans, grading plans, wall plans, landscape/irrigation plans, lighting plans, and elevations. (P)(E)

179 An industrial waste permit from the City Public Works Department shall be required for any industrial sewer discharge. (E)

180 Roadway improvements shall be completed on the streets within the project based on the intersection improvements and traffic control recommendations in the approved traffic study completed for the project. (TE)

181 All on- and off-site street improvements required with Phase 1 development and as specified within the approved traffic study for the project shall be completed. (TE)

182 A raised median shall be constructed on Columbia Way/East Avenue M along the project frontage in the Phasing sequencing described herein to restrict left turn movements into and out of each project access except at the two signalized intersections along Columbia Way/East Avenue M at both 4th Street East and Challenger Way. Plans shall be subject to the approval of the City Engineer. (TE)

183 The applicant shall comply with the provisions of PMC Chapter 3.40 (Traffic Impact Fee Requirements). The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected pursuant to the provisions of PMC Chapter 3.40. (TE)

184 Street name signs shall be purchased and installed in accordance with City of Palmdale standards. The number and location of signs will be as directed by the City Engineer. (TE)(E)

185 At each project access that is limited to right-turn in and right-turn out movements: the right-turn only sign for driveway exiting vehicles shall be installed and maintained by the property owner and comply with State standards. (TE)

186 Payment of the public art in-lieu contribution or installation of the public art in accordance with the final public art project plan submitted shall be demonstrated by the applicant in compliance with the PMC Section 15.01.090 (Public Art in Private Development). (PA)

187 *EIR Mitigation Measure AIR MM-2: The Project shall implement the following measures in order to reduce operational mobile source air pollutant emissions to the extent feasible: (AVAQMD)(B&S)(E)

187.1 Only haul trucks meeting model year 2010 engine emission standards shall be used for the on-road transport of materials to and from the Project site.

187.2 Legible, durable, weather-proof signs shall be placed at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: (1) instructions for truck drivers to shut off engines when not in use; (2) instructions for drivers of diesel trucks to restrict idling to no more than 5 minutes once the vehicle is stopped, the transmission is set to “neutral” or “park,” and the parking brake is engaged; and (3) telephone numbers of the building facilities manager and CARB to report violations. Prior to the issuance of each occupancy permit, the City of Palmdale shall conduct a site inspection to ensure that the signs are in place.

187.3 Prior to tenant occupancy, the Project Applicant or successor in interest shall provide documentation to the City demonstrating that occupants/tenants of the Project site have been provided documentation on funding opportunities, such as the Carl Moyer Program, that provide incentives for using cleaner-than required engines and equipment.

187.4 The minimum number of automobile electric vehicle (EV) charging stations required by the California Code of Regulations Title 24 shall be provided. In addition, the buildings shall include electrical infrastructure sufficiently sized to accommodate the potential installation of additional auto and truck EV charging stations in the future.

187.5 Conduit shall be installed to tractor trailer parking areas in logical locations determined by the Project Applicant during construction document plan check, for the purpose of accommodating the future installation of EV truck charging stations at such time this technology becomes commercially available.

188 *EIR Mitigation Measure AIR MM-4: The Project shall include the following language within tenant lease agreements in order to reduce operational air pollutant emissions to the extent feasible: (P)

188.1 Require tenants to use the cleanest technologies available and to provide the necessary infrastructure to support zero emission vehicles, equipment, and appliances that would be operating on site. This requirement shall apply to equipment such as forklifts, handheld landscaping equipment, yard trucks, office appliances, etc.

188.2 Require future tenants to exclusively use zero-emission light and medium-duty delivery trucks and vans, when economically feasible.

188.3 Tenants shall be in, and monitor compliance with, all current air quality regulations for on-road trucks including the CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program, and the Statewide Truck and Bus Regulation.

189 *EIR Mitigation Measure PS RR-3: Prior to issuance of occupancy permits, the Project Applicant shall contribute appropriate school impact fees to the Palmdale School District (PSD), the Lancaster School District (LSD), and the Antelope Valley Unified School District (AVUHSD) at the rates established by the PSD, the LSD, and the AVUHSD, as required by Public Education Code § 17072.10-18. (B&S)

190 *EIR Mitigation Measure TRN MM-1: The Project Applicant shall submit a Transportation Demand Management (TDM) plan prepared by a qualified transportation consultant acceptable by the City to reduce the Project's vehicle miles traveled. The TDM plan shall be approved by the City prior to the issuance of the first industrial building occupancy permit. The TDM plan shall apply to industrial building Project tenant(s) through tenant leases. The TDM plan shall discourage single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking. Examples of trip reduction measures may include, but are not limited to: (TE)

190.1 Transit passes

190.2 Car-sharing programs

190.3 Telecommuting and alternative work schedules

190.4 Ride sharing programs

Although not required to reduce transportation impacts, the following mitigation would further ensure that the Project's traffic construction-related activities occur in compliance with the applicable standards and requirements as disclosed in this Section and in the Project's Traffic Impact Analysis (Technical Appendix L1).

THE FOLLOWING CONDITIONS SHALL BE MET AS AN ON-GOING ELEMENT OF THE PROJECT:

191 A valid business license obtained from HdL Business Support Center shall be maintained while any of the uses are in operation. (P)

192 The operation of the business shall comply fully with all the rules and regulations of the PMC. Failure to comply with the PMC shall be subject to PMC Section 1.12.010 (Misdemeanors – Infractions – Administrative Citations), which specifies the violation is a misdemeanor, and subject to penalties specified in PMC Section 1.12.020 (Punishment). (P)

193 All parking facilities shall be maintained in good condition in accordance with the provisions of PMC Chapter 17.87 (Off-Street Parking and Loading). The maintenance thereof may include, but shall not be limited to, the repaving, oiling, and striping of a parking area and the repair, restoration and/or replacement of any parking area design features when deemed necessary by the Planning Manager to insure the health, safety, and welfare of the general public. (P)(E)

194 The applicant shall be responsible for establishment, maintenance, and upkeep of the landscape area and all landscape vegetation. All landscape vegetation shall be maintained in a manner to ensure proper growth. Trees and other landscape vegetation shall be pruned as needed to ensure proper growth and give a maintained appearance. Trees shall not be “topped” or pruned excessively. (P)

195 All owners, future owners, heirs, or assigns of the property shall be required to maintain all private drainage facilities in good working condition, as determined by the City Engineer, and shall be responsible for any damages associated with the private drainage facilities and for any costs incurred by the City for emergency maintenance, repairs, and any other efforts to keep the private drainage facilities in good working condition and/or to insure the health, safety, and welfare of the general public. The developer shall record a covenant upon the property regarding said maintenance. (E)

196 The applicant shall fully cooperate with any adjacent property development to provide improved site access in the future including, but not limited to, the closure, removal, sharing, or relocation of project parking, landscaping, driveways, and drive-aisles. (TE)

197 The installation of speed bumps or humps as a means to control speed on the site shall be prohibited as required by PMC Section 10.04.100 (Regulation of Speed Bumps on Private Streets, Easements and Fire Lanes). If any of these

devices are installed while this ordinance is in effect, the owner shall be required to remove these devices at their own expense. (TE)

198 The premises, while open or closed for business after dark, shall be sufficiently lighted by use of interior night-lights. (PS)

199 The business shall place alarm buttons or other activation devices at the check stand, in the administration office, and in any other locations deemed appropriate by the City. (PS)

200 Establishments shall be required to register in the City of Palmdale Business Watch Program and receive training through the Public Safety Office. To schedule enrollment and training, contact Public Safety at (661) 267-5170 or publicsafety@cityofpalmdale.org. (PS)

201 Window signage shall be limited to no more than 25 percent coverage of window area provided visibility into the building is maintained as stated in PMC Section 17.88.070 (Exemptions to Sign Permit Requirements). (PS)

202 Signage shall be posted on the property, including the parking areas, to discourage loitering and alcohol consumption in the parking lot. Letters shall be a minimum of two inches high and shall include the following wording: (PS)

NO LOITERING – P.M.C. 9.44.050 and P.C 602.1
NO DRINKING IN PUBLIC – P.M.C. 9.12.020

203 The premises shall always be properly maintained and kept in a neat and orderly condition. This includes, but is not limited to, building and parking lot lighting and trash and debris removal. (PS)

204 Graffiti shall be removed by the owner within 72 hours of discovery as specified within PMC Section 9.30.080 (Graffiti Removal from Private Property by Owner). Consider graffiti mitigation measures such as vining/climbing and barrier plants along block walls. (PS)

205 Trash enclosures shall be kept locked when not in use to discourage illegal dumping and other improper uses. (PS)

206 Outside electrical outlets and water spigots/hose bibs shall be secured to prevent unauthorized use. (PS)

207 Outside hinges on all exterior doors shall be provided with non-removable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of door. (PS)

208 Roll-up doors and individual storage space doors shall be equipped with locking hardware including metal flanges on the lock bolts to protect the padlock shackle from being cut. (PS)

209 Overhead roll-up doors shall be so secured on the inside that the lock cannot be defeated from the outside and shall also be secured with a cylinder lock or padlock from the inside. (PS)

210 All exterior doors shall be provided with their own light source and shall be adequately illuminated at all hours to make clearly visible premises and provide adequate illumination for persons exiting the building. (PS)

211 Primary building address numbers shall be located on the building side where the main entrance is located. The development shall display an additional set of numbers on the secondary frontage (street side) when the building does not front on the street of address. Numbers shall be no less than eight inches in height, if located less than 100 feet from the centerline of the addressed street or 12-inches in height if placed further than 100 feet from the centerline of the addressed street. Numbers shall be of a color contrasting to the background to which they are affixed. (PS)

212 All entrances to the parking area shall be posted with appropriate signs per California Vehicle Code Section 22658(a) to assist in removing vehicles at the property. (PS)

213 *EIR Mitigation Measure AIR MM-7: During operation of the proposed Project, Developer will comply with the following: (P)(B&S)

213.1 All outdoor cargo handling equipment (including yard trucks, hostlers, yard goats, forklifts, and landscaping equipment) shall be zero- emission vehicles. Each building shall include the necessary charging stations or other necessary infrastructure for cargo handling equipment. The building manager or their designee shall be responsible for enforcing these requirements.

213.2 In anticipation of a transition to zero emissions truck fleets during the lifetime of the Project, install at least ten (10) heavy-duty truck vehicle charging stations by buildout of Phase 1 of the Project, install at least ten (10) heavy-duty truck vehicle charging stations by buildout of Phase II of

the Project, and install at least five (5) heavy-duty truck vehicle charging stations by buildout of Phase 1 of the Project.

213.3 Commit to on-site solar generation sufficient to meet at least 75 percent of the Project's total operational energy requirements from within the building envelope.

213.4 Prior to certificate of occupancy, install conduit and infrastructure for Level 2 (or faster) electric vehicle charging stations on-site for employees for the percentage of employee parking spaces commensurate with Title 24 requirements in effect at the time of building permit issuance plus additional plus charging stations equal to 5 percent of the total employee parking spaces in the building permit, whichever is greater. By buildout of each phase of the Project, install Level 2 (or faster) electric vehicle charging stations for 25 percent of the employee parking spaces required.

213.5 Install HVAC and/or HEPA air filtration systems in all warehouse facilities.

213.6 Prior to tenant occupancy, provide documentation to the City of Palmdale demonstrating that occupants/tenants of the Project site have been provided documentation that:

213.7 Recommends the use of electric or alternatively fueled sweepers with high efficiency particulate air (HEPA) filters;

213.8 Recommends the use of water-based or low VOC cleaning; and

213.9 For occupants with more than 250 employees, require the establishment of a transportation demand management program (TDM) to reduce employee commute vehicle emissions.

213.10 Include contractual language in tenant lease agreements requiring that any facility operator shall:

213.10.1 Ensure that site enforcement staff in charge of keeping the daily log and monitoring for excess idling will be trained/certified in diesel health effects and technologies, for example, by requiring attendance at California Air Resources Board (CARB)-approved courses.

213.10.2 Be required to train managers and employers on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks. The building manager or their designee shall be responsible for enforcing these requirements.

213.10.3 Be in, and monitor compliance with, all current air quality regulations for on-road trucks including CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program (PSIP), and the Statewide Truck and Bus Regulation.

214 *EIR Mitigation Measure GHG DF-3: Cargo handling equipment shall be non-diesel. If more than one piece of cargo handling equipment is required by the building user, the equipment shall be zero-emission. (AVAQMD)(B&S)

215 *EIR Mitigation Measure HAZ RR 4-4: In accordance with the California Accidental Release Prevention (CalARP) program, if any businesses occupies the Project site that handles more than a specific threshold quantity of a regulated substance listed in the CalARP regulations, the business is required to prepare a Risk Management Plan (RMP) detailing the potential accident factors present and the measures that will be implemented to reduce accident potential. The RMP must include, but not be limited to, safety information, a hazard review, operating procedures, training requirements, maintenance requirements, compliance audits, and incident investigation procedures. The CalARP program requirements are implemented and enforced at the local government level by Unified Program Agencies (UPAs), such as the Los Angeles County Fire Department. The UPAs determine the level of detail needed in the RMPs, review the RMPs, conduct facility inspections, and provide public access to most of the relevant information. (P)(B&S)

Key to Departmental Conditions:

(AVAQMD) Antelope Valley Air Quality Management District (661-723-8070)
(B&S) Building and Safety Division (661-267-5353)
(E) Engineering Division (661-267-5272)
(F) Los Angeles County Fire Department (661-949-6319)
(Pk) Parks and Recreation Department (661-267-5611)
(P) Planning Division (661-267-5200)
(PA) Public Art (661-267-5686)
(PS) Public Safety Division (661-267-5170)
(PW) Public Works Department (661-267-5300)
(SCE) Southern California Edison (661-726-5617)
(TE) Traffic Engineering (661-267-5300)

EXHIBIT J

SEE ATTACHED EIR
(SCH No. 2022090009)

UNDER SEPARATE COVER

EXHIBIT K

SEE ATTACHED STATEMENT OF OVERRIDING CONSIDERATIONS

FINAL ENVIRONMENTAL IMPACT REPORT 22-001
SCH NO. 2022090009



ANTELOPE VALLEY COMMERCE CENTER SPECIFIC PLAN PROJECT

GENERAL PLAN AMENDMENT 22-001; ZONE CHANGE 22-001; SPECIFIC PLAN 22-001; SITE PLAN REVIEW 22-008; TENTATIVE PARCEL MAP 83738

City of Palmdale, California

Lead Agency

City of Palmdale

Department of Economic and Community Development

Attn: Megan Taggart, Deputy Director of Economic and Community Development

38250 Sierra Highway

Palmdale, CA 93550

(661) 267-5200

November 2024

FINAL ENVIRONMENTAL IMPACT REPORT 22-001
SCH No. 2022090009

ANTELOPE VALLEY COMMERCE CENTER SPECIFIC PLAN PROJECT
GENERAL PLAN AMENDMENT 22-001; ZONE CHANGE 22-001; SPECIFIC PLAN 22-001; SITE PLAN REVIEW 22-008; TENTATIVE PARCEL MAP 83738

Lead Agency
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Dallas, TX 75254

Lead Agency Discretionary Permits
General Plan Amendment 22-001
Zone Change 22-001
Specific Plan 22-001
Site Plan Review. 22-008
Tentative Parcel Map. 83738

November 2024

F.0 FINAL ENVIRONMENTAL IMPACT REPORT

F.1 INTRODUCTION

This Final Environmental Impact Report (FEIR) was prepared in accordance with the California Environmental Quality Act (CEQA) as amended (Public Resources Code Section 21000 *et seq.*) and CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*).

According to CEQA Guidelines Section 15132, the FEIR shall consist of:

a. The Draft EIR (DEIR) or a revision of the draft;

b. Comments and recommendations received on the DEIR either verbatim or in summary;

c. A list of persons, organizations, and public agencies commenting on the DEIR;

d. The responses of the Lead Agency to significant environmental points raised in the review and consultation process; and

e. Any other information added by the Lead Agency.

In accordance with the above-listed requirements, this FEIR for the Antelope Valley Commerce Center Specific Plan Project (hereafter, the "Project") and associated discretionary and administrative actions, consists of the following:

a. Comment letters and responses to public comment; and

b. The circulated Antelope Valley Commerce Center Specific Plan Project DEIR and Technical Appendices, SCH No. 2022090009, with additions shown as <u>underlined text</u> and deletions shown as ~~stricken text~~ (refer to Subsection F.3, *Additions, Corrections, and Revisions to the Draft EIR*, for a summary of the changes to the EIR since the DEIR was circulated for public review).

This FEIR document was prepared in accordance with CEQA and the CEQA Guidelines and represents the independent judgment of the CEQA Lead Agency (City of Palmdale).

F.2 RESPONSES TO DEIR COMMENTS

The City of Palmdale received ten (10) comment letters in response to the DEIR, including two comment letters received after the close of the 45-day public review period for the DEIR. A list of the agencies, organizations, and persons that submitted comments on the DEIR is presented in Table F-1, *Organizations, Persons, and Public Agencies that Commented on the DEIR.*

Table F-1 Organizations, Persons, and Public Agencies that Commented on the DEIR

Comment Letter	Commenting Party	Date
A	Antelope Valley Air Quality Management District (AVAQMD)	6/27/2024
B	Mitchell M. Tsai Law Firm	7/2/2024
C	Advocates for the Environment	7/19/2024
D	Los Angeles County Sanitation Districts (LACSD)	7/25/2024
E	County of Los Angeles Fire Department	8/2/2024
F	California Department of Transportation (Caltrans)	8/5/2024
G	California Department of Fish and Wildlife (CDFW)	8/5/2024
H.1	Air Force Life Cycle Management Center (AFLCMC)	8/5/2024
H.2	Air Force Life Cycle Management Center (AFLCMC)	9/5/2024
I	Morongo Band of Mission Indians (MBMI) – Tribal Historic Preservation Office (THPO)	8/6/2024

F.2.2 CEQA Requirements

State CEQA Guidelines Section 15088 requires the Lead Agency (City of Palmdale) to evaluate comments received from public agencies and interested parties who reviewed the DEIR and to provide written responses with good faith and reasoned analysis to comments that relate to significant environmental issues.

State CEQA Guidelines Section 15204(a) outlines the parameters for public agencies and interested parties to submit comments and the Lead Agency's responsibility for responding to specific comments. Per CEQA Guidelines Section 15204(a), comments should be related to:

> *[T]he sufficiency of the document in identifying and analyzing possible impacts on the environment and ways in which the significant effects of the project might be avoided or mitigated. Comments are most helpful when they suggest additional specific alternatives or mitigation measures that would provide better ways to avoid or mitigate the significant environmental effects. At the same time, reviewers should be aware that the adequacy of an EIR is determined in terms of what is reasonably feasible…CEQA does not require a lead agency to conduct every test or perform all research, study, and experimentation recommended or suggested by commenters. When responding to comments, lead agencies need only respond to significant environmental issues and do not need to provide all information requested by reviewers, as long as a good faith effort at full disclosure is made in the EIR.*

State CEQA Guidelines Section 15204(c) further advises that, "[r]eviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to CEQA Guidelines Section 15064, an effect shall not be considered significant in the absence of substantial evidence." Additionally, CEQA Guidelines Section 15204(d) notes that, "[e]ach responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility;" but, pursuant to CEQA Guidelines Section 15204(e), "[t]his section shall not be used to restrict the ability of reviewers to

comment on the general adequacy of a document or of the lead agency to reject comments not focused as recommended by this section [CEQA Guidelines Section 15204]."

Per State CEQA Guidelines Section 15088(c), the level of detail contained in the response may correspond to the level of detail provided in the comment: "A general response may be appropriate when a comment does not contain or specifically refer to readily available information or does not explain the relevance of evidence submitted with the comment."

F.2.3 Responses to DEIR Comments

Copies of the comment letters referenced in Table F-1 are provided on the following pages, followed by responses to each individual comment. State CEQA Guidelines Section 15088.5 requires recirculation when "significant" new information is added to an EIR, meaning the EIR is changed in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect or a feasible way to avoid such an effect, including a feasible project alternative that the applicant declines to implement.

"Significant" new information requiring recirculation includes (1) a new significant environmental impact; (2) a substantial increase in the severity of an environmental impact; (3) a feasible project alternative or mitigation measure that would clearly lessen the significant environmental impacts of the project, but the applicant declines to adopt it; or (4) a fundamentally and basically inadequate and conclusory draft EIR (CEQA Guidelines Section 15088.5; see also, *Laurel Heights Improvement Assn. v. Regents of University of California* [1993] 6 Cal. 4th 1112). None of the responses to the comment letters submitted to the City of Palmdale (Lead Agency) required the addition of significant new information to the DEIR or otherwise meet the State CEQA Guidelines Section 15088.5. Instead, these responses to comments supplement, amplify, and clarify the DEIR's analysis of the same potentially significant impacts already disclosed therein. Therefore, recirculation is not required (refer also to F.4, *No Recirculation of DEIR Required).*

COMMENT LETTER A

Antelope Valley Air Quality Management District
2551 West Avenue H Lancaster, CA 93536
661-723-8070
www.avaqmd.ca.gov
Bret Banks, Executive Director

In reply, please refer to AV0624/088

June 27, 2024

Megan Taggart
City of Palmdale
38300 Sierra Highway
Palmdale, CA 93550

Project: Antelope Valley Commerce Center: General Plan Amendment 22-001, Zone Change 22-001, Specific Plan 22-001, Tentative Parcel Map 83738 and Site Plan Review 22-008

To Whom It May Concern:

The Antelope Valley Air Quality Management District (District) has received the request to comment on Project: Antelope Valley Commerce Center: General Plan Amendment 22-001, Zone Change 22-001, Specific Plan 22-001, Tentative Parcel Map 83738 and Site Plan Review 22-008 requesting to construct a phased development of a master-planned commerce center containing industrial, commercial, and open space land uses, as well as roadways and supporting infrastructure. The four phases of development would allow for a maximum of 8,302,536 s.f. of building footprint, to be comprised of approximately 8,241,552 s.f. of industrial and 60,984 s.f. of commercial uses. This project site is located on approximately 432.9 acres and is directly south of Columbia Way (East Avenue M); approximately 0.02-mile east of active Union Pacific Railroad (UPRR) mainline tracks located adjacent to Sierra Highway; and directly north of Avenue M-12 in the city of Palmdale, CA (APNs: 3126-022-926, -927, -928, and -929). A-1

Prior to initiating any grading or grubbing construction activity, the District requires submission of the required Construction Excavation Fee as well as compliance with all prerequisites outlined in District Rule 403, *Fugitive Dust*, including submission and approval of a Dust Control Plan, installation of signage and the completion of a successful onsite compliance inspection by an AVAQMD field inspector.

During the construction phase, all disturbed areas should be stabilized so that no visible fugitive dust leaves the property line and does not impact traffic or neighboring residents. If an area of one-half acre or more of the Disturbed Surface Area remains unused for seven or more days, the area must comply with the conditions for a Stabilized Surface outlined in Rule 403. Upon completion of the project, all disturbed surface areas must meet the definition of a stabilized surface, as defined in Rule 403 and verified by District staff. A-2

The District requires applicable permit application(s) and fees be submitted for any equipment or process that may not be exempt under District Rule 219 and have the potential to emit or control air contaminants as a condition of approval, including, but not limited to, emergency generators rated at over 50 bhp. A-3

All construction equipment utilized on this project must comply with the Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. A-4

AV Air Quality Management District (AVAQMD) has grant funds available to assist with the construction and/or installation of electric vehicle charging at publicly accessible commercial/industrial developments. If you want to learn more about the program or apply for funds, please contact the District for more information. A-5

Prior to the issuance of any Permit by the City of Palmdale and the commencement of grading or construction activity, all projects must undergo clearance by the Antelope Valley Air Quality Management District (AVAQMD). A-6

Thank you for the opportunity to review this planning document. If you have any questions regarding the information presented in this letter please contact me at (661) 723-8070 ext. 23 or blods@avaqmd.ca.gov. A-7

Sincerely,

Barbara Lods

Barbara Lods
BJL/SS; Sent via Email

COMMENT LETTER A

Antelope Valley Air Quality Management District
2551 W Avenue H, Suite 102
Lancaster, CA 93536 661.723.8070

City of Palmdale Clearance Checklist

Project Name: *Antelope Valley Commerce Center:* **Project ID:** *GPA22-001, ZC22-001, SPL22-001, TTM83738, SPR22-008, DA22-001*

Location: *APNs: 3126-022-926, -927, -28, 929 Columbia Way & Avenue M-12* **Acres:** *432.9- acres*

Planner: *Megan Taggart* **Chron #:** *AV0624/088*

Prior to the issuance of any Permit by the City of Palmdale and the commencement of grading or construction activity, all projects must undergo clearance by the Antelope Valley Air Quality Management District (AVAQMD) for the following:

- [x] Rule 302-Construction Excavation Fee
- [x] Dust Control Plan (DCP) with Signage
- [ ] Dust Control Signage (Only)
  - [ ] Project Signage Information Form
- [x] Rule 219-Permitting
- [x] CARB Equipment
- [ ] Rule 1403-Asbestos
- [ ] Cannabis Odor Control Plan
- [ ] Other:

For Office Use Only

Date Received: _____

Authorized District Signature: _____

Additional Notes:

Date Approved (Stamp):

A-8

RESPONSES TO COMMENT LETTER A:
Antelope Valley Air Quality Management District (AVAQMD)

A-1 In this introductory comment, the Antelope Valley Air Quality Management District (AVAQMD) acknowledges the City's request to comment on the Draft Environmental Impact Report (DEIR) and provides an accurate description of the proposed Project and its location. This comment is acknowledged; no further response is necessary.

A-2 The AVAQMD states that it requires payment of the AVAQMD's required Construction Excavation Fee, and notes that the Project would be subject to compliance with all prerequisites outlined in AVAQMD Rule 403, including the requirement to prepare and seek AVAQMD approval for a Dust Control Plan, and notes the AVAQMD requirement to control fugitive dust during construction. As discussed in DEIR Section 4.2, *Air Quality*, and DEIR Section 4.6, *Geology and Soils*, construction and operation of the Project would be required to comply with all applicable AVAQMD Rules and Regulations, including Rule 403, Fugitive Dust. The commenter is referred to DEIR pages 4.2-26, 4.2-31, 4.6-14, 4.6-17, 4.6-18, S-20, S-51, S-57, and regulatory requirements AIR RR-3 (DEIR, p. 4.2-59), and as more briefly summarized in GEO RR-3 (DEIR, p. 4.6-22). In addition, the City's Conditions of Approval require that the Project's dust control plan provide appropriate dust control measures per the City and the AVAQMD's standards to minimize dust at all times during construction. Pursuant to the Conditions of Approval for the Project, the Project Applicant shall provide proof of compliance with the AVAQMD's requirements and payment of applicable fees. Notwithstanding, and in response to this comment, FEIR Regulatory Requirement AIR RR-3 has been updated to include a requirement to submit the required Construction Excavation Fee.

AIR RR-3 The Project shall comply with the provisions of AVAQMD Rule 403, Fugitive Dust, <u>including the submission of the required Dust Control Plan and Construction Excavation Fee</u>, by implementing the following dust control measures during construction activities, such as earth-moving activities, grading, and equipment travel on unpaved roads. Prior to grading permit issuance, the following notes shall be included on the grading plans. Project contractors shall be required to ensure compliance with the notes. The notes also shall be specified in bid documents issued to prospective construction contractors.

a. All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour (mph) per AVAQMD guidelines in order to limit fugitive dust emissions, or water shall be applied to the soil not more than 15 minutes prior to moving such soil to limit Visible Dust Emissions (VDE) to 20 percent opacity.

b. The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered or subject to the application of dust suppressants sufficient to limit VDE to 20 percent opacity.

c. The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 mph or less.

A-3 The AVAQMD states that applicable permit applications and fees are required to be submitted for any equipment or process that may not be exempt under AVAQMD Rule 219 and have the potential to emit or control air contaminants, including but not limited to, emergency generators rated at over 50 brake horsepower (bhp). The City agrees and this information was included in the DEIR. The commenter is referred to DEIR Table 3-7, *Matrix of Project Approvals/Permits,* which states that the AVAQMD is the agency responsible for the potential issuance of permits for equipment that is not exempted by AVAQMD Rule 219, the California Health and Safety Code or by AVAQMD policy/precedent. Also, as stated in EIR Section 4.2, *Air Quality*, the Project would be required to comply with all applicable AVAQMD Rules as a Condition of Approval. As the DEIR already acknowledged the requirement to obtain appropriate permits from the AVAQMD for any on-site equipment that is subject to the provisions of AVAQMD Rule 219, no revision to the DEIR is warranted pursuant to this comment.

A-4 The AVAQMD states that all construction equipment utilized must comply with California Air Resources Board (CARB) In-Use Off-Road Diesel Vehicle Regulation. The City agrees that the proposed Project would be subject to compliance with CARB's In-Use Off-Road Diesel-Fueled Fleets Regulation. Although compliance with CARB's In-Use Off-Road Diesel-Fueled Fleets Regulation is mandatory, FEIR Mitigation Measure AIR MM-6 has been updated to include a requirement to comply with the In-Use Off-Road Diesel-Fueled Fleets Regulation during construction activities (see last bullet in list):

AIR MM-6 During Project construction, Developer will comply with the following:

- Require all generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code or Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hook-up at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that the Project Applicant documents that equipment with the required tier is not reasonably available and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment (for example, if a Tier IV Final piece of equipment is not necessarily available at the time of construction and a lower tier equipment is used instead (e.g., Tier IV interim), and another piece of equipment could be upgraded from a Tier IV

Final to a higher tier (i.e., Tier V) or replaced with an alternative-fueled (not diesel-fueled) equipment to offset emissions associated with using a piece of equipment that does not Meet Tier IV Final standards). Before an exemption may be considered by the City, the Project Applicant shall be required to demonstrate that at least two construction fleet owners/operators in the Region were contacted and that those owners/operators are confirmed Tier IV Final or better equipment could not be located in the Region. To ensure that Tier IV Final construction equipment or better would be used during the proposed Project's construction, the Project Applicant shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

- Provide infrastructure for zero-emission off-road construction equipment if the contractors selected to construct the Project plan to use zero-emission off-road construction equipment.

- Provide electrical hook-ups to the power grid, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills, and compressors. In applicable bid documents and contracts with contractors selected to construct the Project, include language requiring all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers, etc. (used during Project construction to be electric.

- Require construction equipment to be turned off when not in use.

- Recycle and/or salvage to reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.

- On days when the hourly average wind speed for the City of Palmdale exceeds 20 miles per hour, additional dust control measures shall be implemented, such as increased surface watering. Grading and excavation shall be prohibited when sustained wind speeds exceed 30 miles per hour.

- Apply and maintain surface treatments (such as PURETi Coat or PlusTi) on impervious ground surfaces that lessen impervious surface-related radiative forcing.

- Use paints, architectural coatings, and industrial maintenance coatings for all interior painting that have volatile organize compound levels of less than 10 g/L.

- All self-propelled off-road diesel-powered vehicles with engines greater than or equal to 25 horsepower and all two-engine vehicles (except on-road two-engine sweepers) shall comply with applicable provisions of the California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleets Regulation (Sections 2449, 2449.1, and 2449.2 of Title 13, Division 3, Chapter 9, Article 4.8, California Code of Regulations).

A-5 The AVAQMD states that grant funds are available to assist with construction and/or installation of electric vehicle charging at publicly accessible commercial/industrial developments and advises to contact the AVAQMD for more information. The comment is acknowledged. No further response is required.

A-6 The AVAQMD states that prior to issuance of any permit by the City and prior to grading or construction activities, all projects must undergo clearance by the AVAQMD. The comment is acknowledged. As stated above in Response A-3, as stated in EIR Section 4.2, *Air Quality*, the Project would be required to comply with all applicable AVAQMD Rules as a Condition of Approval (COA). No further response is required.

A-7 The AVAQMD thanks the City of Palmdale for the opportunity to review the DEIR and provides contact information for the AQVAQMD. The comment is acknowledged. No further response is required.

A-8 The AVAQMD attaches a City of Palmdale Clearance Checklist which states that prior to issuance of any permit by the City and prior to commencement of grading or construction activities, all projects must undergo clearance by the AVAQMD for Rule 302-Construction Excavation Fee; Dust Control Plan (DCP) with Signage; Rule 219-Permitting; and CARB Equipment. In response to this comment, FEIR Regulatory Requirement AIR RR-3 has been updated to include the submission of the required Dust Control Plan, as noted in the response to Comment A-2. Additionally, as stated in EIR Section 4.2, *Air Quality*, the Project would be required to comply with all applicable AVAQMD Rules as a Condition of Approval. No further response is necessary.

COMMENT LETTER B

From: Hind Baki <hind@mitchtsailaw.com>
Sent: Tuesday, July 2, 2024 5:42:26 PM
To: Brenda Magana <bmagana@cityofpalmdale.org>; Megan Taggart <mtaggart@cityofpalmdale.org>; Mitchell Tsai <mitch@mitchtsailaw.com>; Mitchell M. Tsai Attorney at Law, P.C. <info@mitchtsailaw.com>
Subject: Re: WSRCC - [City of Palmdale, Antelope Valley Commerce Center] DEIR Status

CAUTION: This email originated from outside of the organization.

Good afternoon city staff,

We note that the DEIR was released last month, and we are checking with you for any tentative dates you may have for public hearings. Also, if you could add the following emails to the Advance Notice/Interested Parties List for this project, we would appreciate it.

mitch@mitchtsailaw.com
info@mitchtsailaw.com (this email goes to everyone at our Law Firm)

B-1

Thank you,
--Hind

Hind Baki
Paralegal
Mitchell M. Tsai Law Firm - *Environmental & Land Use Litigation*
139 South Hudson Avenue, Suite 200
Pasadena, CA 91101
Office: (626) 314-3821
Fax: (626) 389-5414
Email: hind@mitchtsailaw.com
Website: https://www.mitchtsailaw.com

Please note that Hind Baki is out of office on Fridays; for any urgent matters, please contact info@mitchtsailaw.com

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1

RESPONSES TO COMMENT LETTER B:
Mitchell M. Tsai Law Firm

B-1 The commenter requests information regarding tentative dates for the public hearing and requests to be added to the notification list for the Project. The City acknowledges this request; as requested by the comments, the City will provide the commenter with appropriate notices for this Project at the e-mail contact information provided. No further response is necessary.

Comment Letter C

July 19, 2024

Advocates for the Environment

A non-profit public-interest law firm
and environmental advocacy organization

Megan Taggart
Director of Economic and Community Development
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

Via U.S. Mail and email to mtaggart@cityofpalmdale.org

Re: Comments on Draft Environmental Impact Report for Antelope Valley Commerce Center, SCH No. 2022090009

Dear Ms. Taggart:

Advocates for the Environment submits the comments in this letter regarding the Draft Environmental Impact Report (**DEIR**) for the Antelope Valley Commerce Center Project (**Project**). The Project Site is located near Columbia Way, East Avenue M, and Sierra highway in the City of Palmdale (**City**). The Project proposes to develop the 432.9-acre Project Site by constructing six industrial warehouse buildings: Building 1, which would be a 126,670 square-foot warehouse with 22 loading docks; Building 2, which would be a 134,306 square-foot warehouse with 25 loading docks; Building 3, which would be a 122,695 square-foot warehouse with 18 loading docks; Building 4 which would be 660,469 square-foot warehouse with 107 loading docks; Building 5 which would be 984,228 square-foot warehouse with 184 loading docks; and Building 6 which would be 259,858 square-foot warehouse with 38 loading docks. We have reviewed the DEIR prepared in June 2024 and submit comments regarding the sufficiency of the DEIR's Greenhouse-Gas (**GHG**) analysis under the California Environmental Quality Act (**CEQA**).

C-1

The City Should Require the Project to be Net-Zero

Given the current regulatory context and technological advancements, a net-zero significance threshold is feasible and extensively supportable. GHG emissions from buildings, including indirect emissions from offsite generation of electricity, direct emissions produced onsite, and from construction with cement and steel, amounted to 21% of global GHG emissions in 2019. (IPCC Sixth Assessment Report, Climate Change 2022, WGIII, Mitigation of Climate Change, p. 9-4.) This is a considerable portion of global GHG emissions. It is much more affordable to construct new building projects to be net-zero than to obtain the same level of GHG reductions by expensively retrofitting older buildings to comply with climate change regulations. Climate damages will keep increasing until we reach net zero GHG emissions, and there is a California state policy requiring the state to be net-zero by 2045. It therefore is economically unsound to construct new buildings that are not net-zero.

C-2

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Comment Letter C

Environmental groups have achieved tremendous outcomes by litigation under CEQA. Two of the largest mixed-use development projects in the history of California, Newhall Ranch (now FivePoint Valencia), and Centennial (part of Tejon Ranch) decided to move forward as net-zero communities after losing CEQA lawsuits to environmental groups. The ability for these large projects to become net-zero indicates that it is achievable, even for large-scale developments. The Applicant for this Project should do the same.

We urge the City to adopt net-zero as the GHG significance threshold for this project. This threshold is well-supported by plans for the reduction of GHG emissions in California, and particularly the CARB Climate Change Scoping Plans. The CARB 2017 Scoping Plan states that "achieving no net additional increase in GHG emissions, resulting in no contribution to GHG impacts, is an appropriate overall objective for new development." (CARB 2017 Scoping Plan, p. 101.) Additionally, the CARB 2022 Scoping Plan reaffirms the necessity of a net zero target by expressing: "it is clear that California must transition away from fossil fuels to zero-emission technologies with all possible speed … in order to meet our GHG and air quality targets." (CARB 2022 Scoping Plan, p. 184.) CARB further encourages a net-zero threshold in its strategies for local actions in Appendix D to the 2022 Scoping Plan. (CARB 2022 Scoping Plan, Appendix D p. 24-26.)

Moving this Project forward as a net-zero project would not only be the right thing for the City to do, but also would also help protect the City and the Applicant from CEQA GHG litigation.

C-2 (CONT.)

GHG Mitigation is Insufficient under CEQA

The calculated project-related emissions amount to 148,194.15 metric tons of carbon dioxide equivalent (**MTCO2e**) per year (DEIR, p. 4.7-42). The City adopted a significance threshold based on Appendix G of the CEQA Guidelines. Based on this threshold, the City concluded the Project would have significant GHG emissions. To reduce this identified significant GHG impact, the GHG Analysis offered Air Quality Mitigation Measures (**MM AIR**) 3-5. (DEIR, p. 4.2-54.)

According to the EIR, the proposed mitigation measures would reduce the Project's emissions by 1,103.64 MTCO2e, yet this would amount to a mere 0.74 percent[1] of the project's total emissions. Even with this reduction from the mitigation measures, the project still significantly exceeds the SCAQMD's threshold of 3,000 MTCO2e/yr. Despite the apparent availability of other GHG mitigation, the DEIR states that "there are no feasible means to or alternatives to eliminate all project traffic, or to ensure that Project traffic would be zero GHG emissions sources." (DEIR, p. 4.7-40.) But, because this conclusion is not supported by substantial evidence, the DEIR should have included more mitigation to reduce the Project's GHG emissions to the extent required by CEQA.

C-3

C-4

[1] $\left(\frac{1{,}103.64\ \text{MTCO2e}}{149{,}297.79\ \text{MTCO2e}}\right) \times 100 = 0.739\%$;

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Comment Letter C

The EIR Identifies Unenforceable and Improperly Deferred Mitigation Measures

There is no indication that certain mitigation measures would commit the lead agency to future achievement of performance standards and guarantees, which constitutes improper deferral. The performance standards in AIR MM-5 are voluntary and indicate a lack of commitment by the City to any particular standard due to the inclusion of multiple options. Consequently, the actual emissions reductions achieved are unclear. MM AIR-5 presents two alternatives: 1) Leadership in Energy and Environmental Design (LEED); 2) meeting or exceeding CALGreen Tier 2 standards. The measure fails to ensure enforceable benefits because it only requires the developer to demonstrate that the project 'could achieve' LEED certification and CALGreen Tier 2 standards. This language is non-committal and lacks enforceability. Additionally, the measure does not specify the targeted level of LEED certification, further undermining its effectiveness. Overall, the measure fails to commit to either standard. C-5

Furthermore, all mitigation measures should be detailed in the DEIR so as not to violate CEQA's requirement for specific and enforceable mitigation measures at the time of adoption. C-6

Infeasibility Finding Lacks Substantial Evidence

The conclusion that the Project will not be able to achieve any mitigation beyond what was identified in the proposed mitigation measures is not supported by substantial evidence. The DEIR should have proposed more mitigation measures to be applied to the maximum feasible extent to justify the conclusion that the Project's GHG impact would be unavoidable due to lack of feasibility of further mitigation. While the proposed mitigation measures are a good start, the City did not demonstrate that these actions would represent the maximum feasible mitigation to support a finding that the Project's impact would be significant and unavoidable. C-7

CEQA requires that the lead agency identifies specific reasons for the infeasibility of further mitigation when concluding that a significant and unavoidable impact will occur. There are other readily available mitigation measures, and some of the individual proposed mitigation measures could be modified to provide further mitigation especially considering that 89% of the Project's GHG impact originates from mobile emissions which the mitigation measures were not focused on reducing. (DEIR, p. 4.7-35.). For instance, the DEIR notes that mobile emissions are not controllable, and therefore not feasible to mitigate, stating: "Emissions of motor vehicles are controlled by State and Federal standards, and the Project applicant and City of Palmdale have no control over these emissions." (DEIR p. 4.7-35.) C-8

The City has the ability to directly and indirectly control the emissions associated with this project. For instance, the City could mandate that the applicant's lease agreements include clauses limiting the use of heavy-duty diesel trucks, or that tenants' vehicle fleets use non-diesel fuels such as gasoline, ethanol, or biofuels. Additionally, the City could require the applicant to ensure that future tenants use hybrid or zero-emission commercial vehicles and to maintain a charging system for the

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COMMENT LETTER C

vehicle fleet powered by solar panels on the project site. This kind of mitigation is both feasible and necessary to offset the project's fair share of emissions.

Thus, the conclusion that further mitigation is infeasible was not supported by substantial evidence.

C-8 (CONT.)

The Project's GHG Impacts Must be Fully Mitigated

CEQA requires that the Project include fair-share mitigation for all significant cumulative impacts. (*Napa Citizens for Honest Gov't v. Napa County Board of Supervisors* (2001) 91 Cal.App.4th 342, 364.) Here, this means mitigation of the full extent of the Project's GHG impacts. The DEIR claims that no other mitigation measures are feasible, beyond the identified mitigation measures. But that conclusion is incorrect, and not supported by substantial evidence.

The amount of GHG emissions that comprises the Project's fair share is clear. The reasonable lifespan this Project is approximately 30 years as indicated by the amortization of construction emissions. (DEIR, p. 4.7-29.) Therefore, the Project would likely contribute 4,445,824.5 MTCO2e during its entire lifespan.[2] This would be a good starting point from which to subtract the effect of additional non-offset mitigation measures, before implementing offset purchases.

C-9

In addition to implementing zero-emission vehicle fleets to the extent feasible, several on-site mitigation measures can be incorporated into the project as design features or as mitigation measures, including solar water heaters and automatic light switches, among many other mitigation strategies.

Solar panel installation or incorporating renewable energy production on-site is also a feasible mitigation measure. The DEIR indicates that the Project will comply with Title 24 requirements. (DEIR, p. 4.7-39.) However, Title 24 mandates only that at minimum of 15 percent of the roof area be solar-ready. Extending this requirement to cover the maximum available surface area, rather than just the minimum 15 percent required would be feasible. Additionally, installing solar panels across the entire available roof surface would also be a feasible measure. Having solar panels capable of offsetting 100% of the buildings' energy demands would enhance the effectiveness and decrease GHG emissions overall.

C-10

Carbon Offsets are Feasible as Mitigation Measures

After requiring operational emissions reductions to the maximum-feasible extent, the City could also require the Applicant to purchase offsets for the Project's remaining GHG emissions. The City did not provide any evidence for why offsets would be infeasible. Overall, there are more options available to mitigate emissions to the full extent of project emissions, and the City failed to

C-11

[2] 148,194.15 MTCO2e per year × 30 years = 4,445,824.5 MTCO2e

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Comment Letter C

acknowledge or implement many mitigation measures that are feasible and could help reduce the Project's GHG impact to the fair share extent.

Offsets are acceptable mitigation measures under CEQA (Guidelines § 15126.4 (c)(3).) There are also many offset projects that are currently operating in California, including projects that are relevant to the Project's operations such as the Truck Stop Electrification project in California (Project ID ACR133), and those that reduce industrial process emissions such as the reclaimed hydrofluorocarbon project by Anew Environmental, LLC (Project ID ACR777), among others.[3] Such offset programs are just examples of which the City could consider as feasible carbon offsets to reduce the Project's GHG impact.

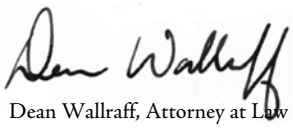
C-11 (CONT.)

Conclusion

The DEIR fails to require all feasible mitigation, despite concluding that the significant GHG impact will be unavoidable. The lead agency has not met its burden of showing that such measures are infeasible, and therefore the DEIR should be amended to reflect all feasible mitigation to the fair-share extent. Please put me on the interest list to receive updates about the progress of this Project. We make this request under Public Resources Code, section 21092.2.

C-12

Sincerely,



Dean Wallraff, Attorney at Law
Executive Director, Advocates for the Environment

[3] American Carbon Registry (ACR), list of offset projects, available at https://acr2.apx.com/myModule/rpt/myrpt.asp?r=111 (Accessed July 3, 2024).

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RESPONSES TO COMMENT LETTER C:
Advocates for the Environment

C-1 The commenter provides introductory comments and includes a summary of the proposed Project, and indicates a concern over the DEIR's analysis of potential impacts due to Greenhouse Gas (GHG) emissions. It should be noted that the commenter's descriptions of the sizes of the proposed buildings are slightly inaccurate. Specifically, Building 1 is proposed to contain 136,670 s.f. of building area (not 126,670 s.f.), Building 2 is proposed to contain 144,306 s.f. of building area (not 134,306 s.f.), Building 3 is proposed to contain 132,695 s.f. of building area (not 122,695 s.f.), Building 4 is proposed to contain 680,469 s.f. of building area (not 660,469 s.f.), Building 5 is proposed to contain 1,004,228 s.f. of building area (not 984,228 s.f.), and building 6 is proposed to contain 274,858 s.f. of building area (not 259,858 s.f.). The commenter's concerns are addressed below.

C-2 The commenter asserts that the Project's potential impacts due to GHG emissions should have relied on a net-zero significance threshold, asserts that development of buildings contribute a large portion of global GHG emissions, notes that it is State policy to achieve net zero by 2045, identifies two residential developments in other parts of California that were able to achieve net zero, provides several citations to the California Air Resources Board (CARB) 2022 Scoping Plan, and again reasserts the commenter's opinion that the Project should be designed to be net zero.

First, while it is acknowledged that CARB has established a "net-zero" target for the State, there is no requirement for individual developments to achieve a net-zero GHG contribution on a project-by-project basis. The Project would conform with all existing and future applicable GHG emissions reductions policies and regulations and includes mitigation that would control and reduce GHG emissions to the extent feasible and consistent with City of Palmdale requirements. In this manner, the Project promotes attainment of CARB's statewide net-zero target. In addition, it is noted that the two developments cited by this commenter as achieving net zero emissions both consist of mixed-use residential development projects, and neither of these developments include industrial uses.

The commenter is referred to DEIR Table 4.7-4, which shows that 81.3 percent of the Project's overall GHG emissions are due to mobile source emissions. Neither the Project Applicant nor the City of Palmdale have the ability to regulate emissions from tailpipes, as the federal government and the State of California are the only entities capable of regulating tailpipe emissions. Furthermore, it would not be feasible to impose a requirement that all of the Project's heavy-duty trucks must be fully electric vehicles.

Trucks serving the Project site are unlikely to be owned by the building users, as most buildings are serviced by trucks or owned or leased by independent operators. The types of trucks driven by independent operators are outside of the control of the Project Applicant, building users, and the City of Palmdale. Second, there is not enough electrical grid power to sustainably charge these trucks. For example, one trucking company tried to electrify just 30 trucks at a terminal in Joliet, Illinois. Shortly after this plan began, local officials shut it down, commenting that it would draw more electricity than

is needed to power the entire city.[1] Even more relevant, a California company attempted to electrify 12 forklifts, which require significantly less power than trucks. Local power utilities told the California company that it was not possible.[2] In a May 2023 report by Resources for the Future, titled *Medium- and Heavy-Duty Vehicle Electrification: Challenges, Policy Solutions, and Open Research Questions*, the report states that medium- and heavy-duty electric vehicles ("MHDEVs") charging (which may exceed several megawatts [MWs] of demand for large fleets) could destabilize electricity distribution systems. Additionally, due to logistical and operational barriers, MHDEVs must be comparable to diesel vehicles in model options, range, recharge time, payloads, and maintenance.[3] However, considering current technologies, MHDEVs generally have ranges below 200 miles, versus more than 1,000 miles for diesel vehicles.[4] Additionally, recharge times are substantially longer than diesel refueling. For example, a clean diesel truck can spend 15 minutes fueling anywhere in the country and then travel about 1,200 miles before fueling again.[5] In contrast, today's long-haul battery electric trucks have a range of about 150-330 miles and can take up to 10 hours to charge.[6] Moreover, fleets without a charging depot will need to rely on public charging stations. In addition to the barriers described above, zero-emission trucks are much more costly to fleet owners. A new, clean-diesel long-haul tractor typically costs in the range of $180,000 to $200,000.[7] Meanwhile, a comparable battery-electric tractor – with a quarter of the range and thus requiring frequent and long hours of charging – costs upwards of $480,000.[8,9] In addition, each charging station installation can exceed $100,000[10] and public charging stations and required infrastructure for such charging is not widely available.[11]

Additionally, there is a significant constraint in sourcing enough raw minerals needed to produce the lithium-ion batteries used in zero-emission trucks. For example, tens of millions of tons of cobalt, graphite, lithium, and nickel will need to be produced.[12] It is estimated that it could take up to 35 years to acquire all the minerals needed to generate enough truck batteries for current levels of global production.[13] Additionally, expanding capacity and sourcing this amount of material creates environmental effects that in some respects could exceed the emissions of current clean-diesel trucks.[14] [15]

[1] https://www.trucking.org/news-insights/heavy-dose-reality-electric-truck-mandates
[2] *Id.*
[3] *Id.*
[4] *Id.*
[5] *Id.*
[6] *Id.*
[7] *Id.*
[8] *Id.*
[9] *Id.*
[10] https://media.rff.org/documents/Report_23-03_v3.pdf
[11] https://www.ccjdigital.com/alternative-power/battery-electric/article/15545697/charging-forward-with-electric-truck-charging-stations
[12] https://www.trucking.org/news-insights/heavy-dose-reality-electric-truck-mandates
[13] *Id.*
[14] *Id.*
[15] Urban Crossroads, Inc. Infeasibility of All-Electric Trucks Memorandum, October 16, 2024

Finally, California's zero-emission trucking regulations have been challenged by numerous other states as an unconstitutional restraint on interstate commerce, and are at least partially unenforceable while the legal challenges are pending, and could ultimately be determined to be unlawful. Accordingly, because fully electric trucks are not feasible at this time for the reasons noted above, and because the vast majority of the Project's GHG emissions would be generated from mobile sources, it can be concluded that there are no feasible mitigation measures available to reduce the Project's GHG impacts to below a level of significance beyond what already is required by DEIR Mitigation Measures AIR MM-2 through AIR MM 4-7 and Design Features GHG DF-1 through GHG DF-3.

There are no additional feasible mitigation measures available to reduce the Project's GHG impacts to below a level of significance. Furthermore, the commenter's suggestion to adopt and implement a City-wide "net-zero GHG emission threshold" is beyond the scope of the Project and the Project's DEIR. Therefore, as it would not be feasible to design the Project to achieve net zero emissions, no revision to the DEIR is warranted pursuant to this comment.

C-3 The commenter summarizes the DEIR's analysis of the Project's impacts due to GHGs, references DEIR Mitigation Measures MM AIR 3-5, and cites the conclusion of the DEIR that the Project's GHG impacts would be significant and unavoidable even after the implementation of mitigation measures. The commenter also cites the DEIR's finding that implementation of DEIR Mitigation Measures MM AIR-2 through MM AIR-5 only would result in a reduction of approximately 0.74%, and the DEIR's conclusion that the Project's mitigated GHG emissions would be well over 3,000 $MTCO_2e$/yr. The commenter then asserts that the DEIR's conclusion that additional mitigation measures are not available to address the Projects significant and unavoidable GHG impacts is not based on substantial evidence. For the reasons noted below in response to the specific comments identified by this comment letter, the City finds that the DEIR's conclusion that additional mitigation is not available was correct and was based on substantial evidence. The remaining portions of the commenter's description of the DEIR's discussion and conclusions as provided by this comment are accurate; no further response is necessary.

C-4 The footnote to Comment C-3, which provides the calculation of the level of GHG emission reductions resulting from implementation of the Project's mitigation measures, is acknowledged; no response is necessary.

C-5 The commenter alleges that the DEIR included unenforceable and improperly deferred mitigation measures. The commenter refers specifically to Mitigation Measure AIR MM-5, which the commenter wrongly states provides two separate alternatives that include either achieving LEED standards or meeting or exceeding CALGreen Tier 2 standards, and the commenter asserts that Mitigation Measure AIR MM-5 is non-committal because it only requires the Developer to demonstrate that the Project "could" achieve LEED certification and meet CalGreen Tier 2 standards. First, it should be noted that Mitigation Measure AIR MM-5 does not provide two separate alternatives; rather, Mitigation Measure AIR MM-5 requires the Project Applicant to "…provide documentation to the City of Palmdale demonstrating that the Project could achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CALGreen Tier 2 standards in effect at the time of building permit

application." Thus, Mitigation Measure AIR MM-5 requires the Project to both achieve LEED certification and to meet CALGreen Tier 2 standards. Notwithstanding, in order to ensure that the Project's buildings achieve LEED certification and CALGreen Tier 2 standards, Mitigation Measure AIR MM-5 has been revised as follows:

> AIR MM-5 Prior to the issuance of a building permit, Developer shall provide documentation to the City of Palmdale demonstrating that the Project ~~could~~ will achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CALGreen Tier 2 standards in effect at the time of building permit application.

C-6 The commenter states that all mitigation measures should be detailed in the DEIR so as not to violate CEQA's requirement for specific and enforceable mitigation measures at the time of adoption. All of the mitigation measures identified by the DEIR and that were relied upon in the DEIR's conclusion as to the significance of Project impacts following mitigation have been detailed in the DEIR, and this comment does not identify any specific mitigation measures that fail to include specific and enforceable measures. Assuming this comment is in relation to DEIR Mitigation Measure AIR MM-5, Mitigation Measure AIR MM-5 is clear that all of the Project's buildings shall be designed to meet LEED certification in order to meet or exceed CALGreen Tier 2 standards. As this comment does not identify any other mitigation measures that are not specific or enforceable, no revision to the DEIR is warranted pursuant to this comment, beyond the minor revision noted in the response to Comment C-5.

C-7 The commenter asserts that the DEIR failed to include specific reasons why the inclusion of additional mitigation measures beyond what already is provided in DEIR Subsections 4.2 and 4.7 would be infeasible. It is noted that with exception of the commenter's recommendation to utilize a net-zero threshold (which is addressed in the response to Comment C-2), this comment letter does not identify or recommend any feasible mitigation measures that could measurably reduce the Project's GHG emissions, and asserts without providing any evidence that such additional mitigation measures are available. As this comment letter does not identify any feasible mitigation measures that could measurably serve to reduce the Project's significant and unavoidable impacts due to GHG emissions, no revision to the DEIR is warranted pursuant to this comment.

C-8 The commenter disagrees with the DEIR's assertion that additional mitigation measures are not available for the Project's significant and unavoidable GHG impacts, and states that the lead agency is required to identify specific reasons for the infeasibility of further mitigation with respect to significant and unavoidable impacts. The commenter then offers several mitigation suggestions, including a requirement to limit the use of heavy-duty diesel trucks; a suggestion to require the Project's vehicle fleets to use non-diesel fuels such as gasoline, ethanol, or biofuels; a suggested measure that would require future tenants to use hybrid or zero-emission commercial vehicles; and a recommended measure requiring the provision of a charging system for the Project's vehicle fleet, which the commenter asserts should be powered by solar panels.

The commenter is referred to DEIR Subsection 4.7.9, which includes an explanation as to why additional mitigation measures are not available to further reduce the Project's significant and unavoidable GHG impacts. With respect to the commenter's specific mitigation suggestions, the commenter's suggestion to include a measure "limiting the use of heavy-duty diesel trucks" is vague and unenforceable, and as such would not serve to measurably reduce the Project's level of GHG emissions.

With respect to requiring vehicle fleets to use non-diesel fuels (gasoline, ethanol, or biofuels) such a requirement for the Project is not feasible. Future Project tenant(s) are unknown as are the specific types of trucks that would potentially access the Project. Restricting access to the Project diminishes tenancy options, and the Project's overall economic viability. Further, vehicle fleet control (including control over fuel consumption) is typically viable when the vehicle operator and owner of the origin/destination of the site of the industrial land uses are the same, such is not the case here.

With specific regard to potential use of gasoline-powered heavy duty trucks, there is evidence that gasoline powered engines result in numerous deficiencies for heavy duty applications such as would be required for trucks accessing the Project site. These include:

Efficiency and Operating Costs
Diesel engines are significantly more fuel-efficient than gasoline engines for heavy-duty applications. This translates to lower operating costs over the lifetime of the vehicle, which is crucial for commercial trucking operations where fuel is a major expense. Diesel engines can achieve up to 30-35% better fuel economy compared to gasoline engines in heavy-duty trucks. Reduced fuel consumption maximizes efficient use of available resources.

Durability and Longevity
Diesel engines are more robust and durable than gasoline engines, allowing them to withstand the demands of heavy-duty use over hundreds of thousands of miles. This increased longevity results in lower long-term vehicle maintenance and vehicle replacement requirements, acting to reduce costs and conserve resources generally.

Emissions
Because diesel engines are more efficient, diesel-powered trucks can transport goods over longer distances per gallon of fuel consumed, resulting in lower CO2 (GHG) emissions when compared to gasoline-powered trucks. It is also recognized that gasoline engines offer comparative advantages when considering NOx and PM emissions. However, advances in diesel technologies combined with increasingly stringent regulation by CARB and others have reduced these emissions significantly (see DEIR at pp. 4.2-16 – 4.2-17). Note also the DEIR mitigation (AIR MM-4) requires that tenants demonstrate monitored compliance with all current air quality regulations including CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program, and the Statewide Truck and Bus Regulation

With regard to potential use of ethanol or biofuels in Project heavy-duty truck applications, current engine types generally are not optimized for use of ethanol or bio-fuels, resulting in lower efficiencies, increased fuel consumption, and increased emissions generally--acting to offset potential NOx or PM emissions benefits. The primary limiting factor here however would be that tenants would not own or control heavy-duty trucks accessing the Project site.

Note also, that an unintended consequence of limiting access to the Project by certain vehicle types would be redirection of those vehicles to more distant locations, with resulting increases in regional VMT and mobile-source emissions.

Lastly, it is noted that as alternative fuel technologies for heavy-duty trucks become widely available, and/or are mandated, it is anticipated that heavy-duty trucks accessing the Project site would employ such technologies. As the DEIR does not assume potential emissions benefits that may result from use of alternative fuels, it establishes the Project's likely maximum impact condition with respect to mobile-source emissions. Here, the DEIR has made a good faith effort at disclosing the Project's potential environmental impacts, allowing the decision-makers to take these impacts into account in their deliberations regarding the Project.

With respect to the commenter's suggested mitigation requiring charging stations for trucks and vehicles and for solar power, the commenter is referred to DEIR Mitigation Measures AIR MM-2 and AIR MM-3. Mitigation Measure AIR MM-2 already includes a requirement to provide EV charging stations for passenger vehicles and to include conduit to support the future installation of EV truck charging stations. Mitigation Measure AIR MM-3 also includes a requirement to generate on-site renewable energy by including rooftop solar panels to the extent feasible. Accordingly, as the mitigation measures identified by the commenter are either infeasible or already were included in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

C-9 The commenter asserts that CEQA requires fair-share mitigation for cumulatively-considerable impacts, calculates the Project's total emissions over a 30-year period, and asserts that the Project's level of unmitigated GHG emissions should be used to determine appropriate additional mitigation measures before implementing offset purchases.

There is no established or viable mechanism for the Project Applicant to purchase carbon emissions offsets. Although it is generally true that it is possible to purchase carbon offsets, recent Court of Appeal decisions have cast considerable doubt on the use of such offsets to mitigate GHG impacts from land use development projects. In *Golden Door Properties, LLC v. County of San Diego* (2020) 50 Cal.App.5th 467, the Court of Appeal invalidated a mitigation measure that required the purchase of offsets from a "CARB-approved registry, such as the Climate Action Reserve, the American Carbon Registry, and the Verified Carbon Standard." (Id. at 510.) Although the court insisted its decision "should not be construed as blanket prohibition on using carbon offsets" to mitigate GHG emissions under CEQA, it found numerous flaws with the measure at issue and failed to provide a clear roadmap for how to craft a similar valid measure. The court also declined to express an opinion on a number of issues, including whether offsets could potentially be used to mitigate more than eight percent of a

project's emissions and the extent to which out-of-county offsets could be used. (Id. at 503, 513, n. 27.) Subsequent to *Golden Door*, another measure requiring the purchase of offsets similarly was found to be invalid in an unpublished Court of Appeal decision, with the court finding the measure's inclusion of additional standards for offsets did "not cure the defects found in *Golden Door*." (*Sierra Club v. County of San Diego* (Dec. 21, 2021, No. D077548) 2021 WL 6050624, at *11.) In light of such uncertainty, the City finds that carbon offsets are not a feasible method for mitigating the Project's GHG emissions.

In addition, it should be noted that the vast majority of emissions that would be generated by the Project, including mobile emissions and energy emissions, are subject to the California Cap and Trade program, which places an economy-wide "cap" on major sources of GHG emissions, such as refineries, power plants, industrial facilities, and transportation fuels. For example, "'Fuel suppliers' are responsible for the carbon pollution from fuels under the Cap-and-Trade Program" and thus must acquire "allowances" to cover all carbon pollution from such fuels[16]. They may also purchase certain approved offsets to fulfill up to eight percent of their compliance obligation. (See *Golden Door* at 485.) Given the vast majority of the emissions that would be generated by the Project are covered by Cap and Trade and thus are already subject to a regulatory program that includes offsets, the City finds it would be inappropriate and infeasible to use offsets to mitigate such emissions. Rather, mitigation measures should focus on reducing emissions from the Project.

Indeed, *Golden Door* and other cases make clear that the purchase of offsets is not a substitute for avoiding emissions and that measures that result in actual reductions in emissions from a development project are preferable to attempting to offset emissions via offsets. Thus, the DEIR requires that the Project implement numerous mitigation measures designed to reduce the Project's GHG emissions. (See, DEIR pp. 4.2-53 through 4.2-58 [Mitigation Measures AIR MM-2 through AIR MM-7].) Further, the City has carefully considered comments suggesting revisions to Mitigation Measures AIR MM-2 through AIR MM-7, and as noted in the response to Comment C-5, Mitigation Measure AIR MM-5 was revised to ensure that the requirement to achieve LEED certification and to meet or exceed CALGreen Tier 2 standards is fully enforceable. With the revisions to Mitigation Measures AIR MM-5 described above and herein, the City has determined that all feasible mitigation measures have been incorporated into the Final EIR. The proposed revisions to Mitigation Measure AIR MM-5 would ensure that this measure is fully enforceable; however, the Project's contribution to cumulative GHG impacts still would remain significant and unavoidable. For the reasons discussed above, the City's experts disagree that the purchase of carbon offsets is a feasible or appropriate way to mitigate the Project's remaining GHG emissions.

C-10 The commenter suggests additional mitigation measures, including requiring zero-emission fleets, installing solar water heaters, installing automatic light switches, and providing roof-top solar. A mandate requiring the Project to use zero-emission fleets is not feasible for the reasons noted above in the response to Comment C-2. Additionally, the commenter is referred to Mitigation Measure AIR MM-3, which already includes a requirement to provide rooftop solar panels, and Mitigation Measure

[16] California Air Resources Board, FAQ for Fuel Purchasers. https://ww2.arb.ca.gov/sites/default/files/cap-and-trade/guidance/faq_fuel_purchasers.pdf

AIR MM-3 does not limit solar panels to only 15% of the buildings' energy demand. Additionally, the requirement to provide solar also would ensure that all or a portion of the Project's water heater-related energy demand would be met by solar power. With respect to the commenter's suggestion to require the provision of automatic light switches, the provision of automatic light switches already is a requirement of the California Energy Commission's (CEC) Building Energy Efficiency Standards (California Code of Regulations [CCR] Title 24, Parts 6 and 11). Moreover, as the majority (81.3%) of the Project's GHG emissions are due to mobile sources, measures addressing water heaters and light switches would not serve to measurably reduce the Project's level of GHG emissions. Accordingly, as this comment does not identify any feasible mitigation measures to address the Project's GHG emissions that are different from the mitigation measures already presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

C-11 The commenter offers examples of offset programs for the City to consider as feasible carbon offsets to reduce the Project's GHG impacts. The commenter is referred to the responses to Comment C-9, which explains why carbon offsets is not a feasible means of mitigating the Project's GHG emissions impacts.

C-12 The commenter summarizes the comments provided by this letter, reasserts that the DEIR fails to require all feasible mitigation measures to address the Project's impacts due to GHG emissions, urges the City to adopt additional feasible mitigation measures, and requests to receive updates regarding the progress of the Project as required by Public Resources Code Section 21092.2. For the reasons noted in the responses to Comments C-2 through C-11, the City finds that the DEIR imposed all mitigation measures available to reduce the Project's level of GHG emissions to the maximum feasible extent. Refer to Response C-5 above. The City acknowledges the commenter's request to be informed about updates regarding the Project, and the City will provide the commenter with all notices related to the proposed Project. No further response is necessary.

COMMENT LETTER D

LOS ANGELES COUNTY SANITATION DISTRICTS
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager
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July 25, 2024

Ref. DOC 7252395

VIA EMAIL mtaggart@cityofpalmdale.org

Ms. Megan Taggart, Deputy Director of Economic and Community Development
City of Palmdale Planning Division
38250 Sierra Highway
Palmdale, CA 93550

Dear Ms. Taggart:

Second Response to Antelope Valley Commerce Center

The Los Angeles County Sanitation Districts (Districts) received a Notice of Availability (NOA) of a Draft Environmental Impact Report (DEIR) for the subject project on June 20, 2024. Previous comments submitted by the Districts in correspondence dated September 23, 2022 (copy enclosed), still apply to the subject project with the following updated information: D-1

1. **Section 2.0 Environmental Setting**, Sewer Service, *page 2-13* and **Section 4.15 Utilities and Service Systems**, Sewer Service and Treatment, *page 4.15-3*: state that "Most of the collected wastewater flows that are conveyed through public sewer mainlines discharge to Los Angeles County Sanitation District (LACSD) trunk mainlines, which ultimately direct flows to the Palmdale Water Reclamation Plant (WRP)." As indicated in the September 23, 2022 response letter, the wastewater generated by the proposed project will be treated at the Lancaster Water Reclamation Plant, not at the Palmdale Water Reclamation Plant. D-2

2. **Section 4.15 Utilities and Service Systems,** Impact Analysis Subsection, *page 4.15-21*: states that "Based on the foregoing analysis, the proposed Project would result in less than significant impacts associated with the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, and impacts would be less than significant." As indicated in the September 23, 2022 response letter, due to the anticipated volume of wastewater to be generated by the proposed project and from other planned developments in the area, the proposed project may have significant impacts on the Districts' sewerage system. The availability of capacity within the Distrcts' sewerage system should be verified as the proposed project develops since the proposed buildings' future user(s)/occupant(s) were unknown at the time of the DEIR. D-3

3. For more specific information regarding the annexation procedure and fees, please contact Ms. Shirly Wang at (562) 908-4288, extension 2708. D-4

4. The Districts' 15–inch diameter Trunk "C" Trunk Sewer conveyed a peak flow of 0.16 million gallons per day (mgd) when last measured in 2021. D-5

5. The Lancaster Water Reclamation Plant currently processes an average flow of 13.0 mgd. D-6

6. All other information concerning Districts' facilities and sewerage service contained in the document is current. D-7

DOC 7277477.D9914

COMMENT LETTER D

If you have any questions, please contact the undersigned at (562) 908-4288, extension 2742, or phorsley@lacsd.org. D-8

Very truly yours,

Patricia Horsley

Patricia Horsley
Environmental Planner
Facilities Planning Department

PLH:plh

Enclosure

cc: S. Wang

DOC 7277477.D9914

COMMENT LETTER D

LOS ANGELES COUNTY SANITATION DISTRICTS
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September 23, 2022

Ref. DOC 6684939

Ms. Megan Taggart, Planning Manager
City of Palmdale
Department of Economic and Community Development
38250 Sierra Highway
Palmdale, CA 93550

Dear Ms. Taggart:

NOP Response to Antelope Valley Commerce Center (Specific Plan 22-001)

The Los Angeles County Sanitation Districts (Districts) received a Notice of Preparation (NOP) of a Draft Environmental Impact Report for the subject project on September 6, 2022. We offer the following comments regarding sewerage service:

1. The project area is outside the jurisdictional boundaries of the Districts and will require annexation into District No. 14 before sewerage service can be provided to the proposed development. For a copy of the Districts' Annexation Information and Processing Fee sheets, go to www.lacsd.org, under Services, then Wastewater Program and Permits, and select Annexation Program. For more specific information regarding the annexation procedure and fees, please contact Ms. Donna Curry at (562) 908-4288, extension 2708. D-9

2. Individual developments associated with the proposed project may require a Districts' permit for Industrial Wastewater Discharge. Project developers should contact the Districts' Industrial Waste Section at (562) 908-4288, extension 2900, to reach a determination on this matter. If this permit is necessary, project developers will be required to forward copies of final plans and supporting information for the proposed project to the Districts for review and approval before beginning project construction. For additional Industrial Wastewater Discharge Permit information, go to https://www.lacsd.org/services/wastewater-programs-permits/industrial-waste-pretreatment-program/industrial-wastewater-discharge-permits. D-10

3. The wastewater flow originating from the proposed project will discharge to a local sewer line, which is not maintained by the Districts, for conveyance to the Districts' Trunk "C" Trunk Sewer, located in East Avenue M, west of 30th Street East. The Districts' 15-inch diameter trunk sewer has a capacity of 2.2 million gallons per day (mgd) and conveyed a peak flow of 0.7 mgd when last measured in 2018. D-11

4. The wastewater generated by the proposed project will be treated at the Lancaster Water Reclamation Plant, which has a capacity of 18 mgd and currently processes an average recycled flow of 13.9 mgd. D-12

5. The expected average wastewater flow from the Specific Plan, described in the NOP as up to 8,263,332 square feet of industrial buildings and up to 61,855 square feet of commercial-flex buildings, is 1,672,769 gallons per day. The expected average wastewater flow from Phase 1 of the Specific Plan, which includes 2,384,700 square feet of industrial buildings, is 476,940 gallons per day. For a copy of the District's average wastewater generation factors, go to www.lacsd.org, under Services, then Wastewater Program and Permits and select Will Serve Program, and click on the Table 1, Loadings for Each Class of Land Use link. D-13

DOC 6704922.D9914

COMMENT LETTER D

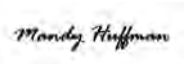
6. Due to the anticipated volume of wastewater to be generated by the proposed project and from other planned developments in the area, the proposed project may have significant impacts on the Districts' sewerage system. Although there is no relief sewer scheduled for construction at this time, as additional flows are generated and the Districts' trunk sewer nears capacity, construction of a relief sewer will be scheduled, depending on the availability of relief project funding. Therefore, the availability of capacity within the Districts' sewerage system should be verified as the proposed project develops. D-14

7. The Districts are empowered by the California Health and Safety Code to charge a fee to connect facilities (directly or indirectly) to the Districts' Sewerage System or to increase the strength or quantity of wastewater discharged from connected facilities. This connection fee is used by the Districts for its capital facilities. Payment of a connection fee may be required before this project is permitted to discharge to the Districts' Sewerage System. For more information and a copy of the Connection Fee Information Sheet, go to www.lacsd.org, under Services, then Wastewater (Sewage) and select Rates & Fees. In determining the impact to the Sewerage System and applicable connection fees, the Districts will determine the user category (e.g. Condominium, Single Family Home, etc.) that best represents the actual or anticipated use of the parcel(s) or facilities on the parcel(s) in the development. For more specific information regarding the connection fee application procedure and fees, the developer should contact the Districts' Wastewater Fee Public Counter at (562) 908 4288, extension 2727. If an Industrial Wastewater Discharge Permit is required, connection fee charges will be determined by the Industrial Waste Section. D-15

8. In order for the Districts to conform to the requirements of the Federal Clean Air Act (CAA), the capacities of the Districts' wastewater treatment facilities are based on the regional growth forecast adopted by the Southern California Association of Governments (SCAG). Specific policies included in the development of the SCAG regional growth forecast are incorporated into clean air plans, which are prepared by the South Coast and Antelope Valley Air Quality Management Districts in order to improve air quality in the South Coast and Mojave Desert Air Basins as mandated by the CAA. All expansions of Districts' facilities must be sized and service phased in a manner that will be consistent with the SCAG regional growth forecast for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial. The available capacity of the Districts' treatment facilities will, therefore, be limited to levels associated with the approved growth identified by SCAG. As such, this letter does not constitute a guarantee of wastewater service, but it is to advise the developer that the Districts intend to provide this service up to the levels that are legally permitted and to inform the developer of the currently existing capacity and any proposed expansion of the Districts' facilities. D-16

If you have any questions, please contact the undersigned at (562) 908-4288, extension 2743, or mandyhuffman@lacsd.org. D-17

Very truly yours,



Mandy Huffman
Environmental Planner
Facilities Planning Department

MNH:mnh

cc: D. Curry
A. Howard
P. Palencia
A. Schmidt

DOC 6704922.D9914

RESPONSES TO COMMENT LETTER D:
Los Angeles County Sanitation District (LACSD)

D-1 The commenter acknowledges receipt of the DEIR and makes reference to the previous comments provided by LACSD on September 23, 2022, stating that these comments still apply with the following updated information. The comment is acknowledged; no further response is required.

D-2 The commenter cites text from DEIR Section 2.0, *Environmental Setting*, and Section 4.15, *Utilities and Service Systems*, and states that wastewater will be treated at the Lancaster Water Reclamation Plant, not at the Palmdale Water Reclamation Plant. In response to this comment, the following text has been added to FEIR Section 2.0, *Environmental Setting*, to clarify that wastewater generated by the Project would be treated at the Lancaster Water Reclamation Plant (LWRP).

> Most of the collected wastewater flows that are conveyed through public sewer mainlines discharge to Los Angeles County Sanitation District (LACSD) trunk mainlines, which ultimately direct flows to the Palmdale Water Reclamation Plant (WRP), which is managed in Los Angeles County Sanitation District No. 20 and can reclaim up to 12 million gallons per day (mgd). Some wastewater is sent to the Lancaster Water Reclamation Plant (LWRP). (City of Palmdale, 2022a, pp. 4.19-3 through 4.19-4) Wastewater generated by the Project would be treated at the LWRP.

Section 4.15, *Utilities and Service Systems*, pages 4.15-3, 4.15-20, 4.15-21, 4.15-23, 4.15-28 and 4.15-29 previously correctly indicated that wastewater generated by the Project would be treated at LWRP and as such, no additional changes are necessary to the DEIR per the comment.

D-3 The commenter cites the DEIR's less-than-significant impact conclusion under Threshold a on page 4.15-21 of Section 4.15, *Utilities and Service Systems*. The commenter states that due to the volume of wastewater anticipated from the Project and other planned developments, the Project may have significant impacts on the sewerage system and that the available capacity of the system should be verified as the proposed Project develops since future users were unknown at the time of the DEIR.

With respect to the analysis of Threshold a in DEIR subsection 4.15.4, Threshold a, relates to physical impacts to the environment that would result from the construction or relocation of water, wastewater treatment, storm water drainage, electric power, natural gas, or telecommunications facilities, and is not related to wastewater treatment capacity. The commenter instead is referred to the discussion and analysis of Threshold c, which addresses the Project's potential direct impacts to wastewater treatment capacity, which demonstrates that the Project's wastewater treatment demands would be less-than-significant on a Project-specific basis. The commenter also is referred to the discussion of Threshold c in DEIR subsection 4.15.5, which addresses the Project's cumulatively-considerable impacts to wastewater treatment capacity. As noted under the discussion of Threshold c in DEIR subsection 4.15.5:

> "*Should the existing LWRP need to be expanded or should a new treatment plant be needed in the future to serve full buildout of the City of Palmdale, these additional wastewater treatment facilities would be evaluated under CEQA on a project-specific basis at the time such physical improvements are proposed by the City's Utilities Services Division. The need for potential future improvements to treatment plant capacity is too speculative for evaluation in this EIR (CEQA Guidelines § 15145).*" (DEIR at po. 4.15-28)

Thus, the DEIR already acknowledges the potential need for new or expanded wastewater treatment capacity as a result of the Project and other cumulative developments, and the DEIR properly concludes that physical impacts to the environment associated with such new or expanded wastewater treatment capacity are too speculative for evaluation in the DEIR. Accordingly, no revision to the DEIR is warranted pursuant to this comment.

D-4 The commenter provides contact information for more information on annexation procedures and fees. This comment is acknowledged. No further response is required.

D-5 The commenter states that LACSD's Trunk "C" Trunk Sewer conveyed a peak flow of 0.16 million gallons per day (mgd) when last measured in 2021. In response to this comment, FEIR Section 4.15, *Utilities and Service Systems*, has been updated as shown below to reflect the current peak flow provided by LACSD.

> Pursuant to the LACSD's DEIR comment letter dated July 25, 2024, ~~T~~the LACSD's 15-inch diameter trunk sewer has a capacity of 2.2 mgd and conveyed a peak flow of ~~0.7~~ 0.16 mgd when last measured in ~~2018~~ 2021. ~~(LACSD, 2022)~~

In addition, pursuant to coordination with the LACSD and the City, the Project's Sanitary Sewer Analysis (*Technical Appendix N*) was updated on July 12, 2024, to recommend that the existing 8-inch sewer line be upsized to an 18-inch sewer line. Table 6 in the July 12, 2024 Sanitary Sewer Analysis (*Technical Appendix N*) shows that an 18-inch main constructed at the same slope of the existing 8-inch main will have a capacity of 2.2578 mgd which more than adequately services Reach A. The existing 18-inch main downstream already meets the demands of the proposed Project. As the DEIR already acknowledges the need for appropriate approvals from LACSD, no revision to the DEIR is warranted pursuant to this comment

D-6 The commenter states that the Lancaster Water Reclamation Plant currently processes an average flow of 13.0 mgd. In response to this comment, FEIR Section 4.15, *Utilities and Service Systems*, has been updated as shown below to reflect the current average flow processed as provided by LACSD.

> Pursuant to the LACSD's DEIR comment letter dated July 25, 2024, the LWRP ~~and~~ currently processes an average recycled flow of ~~13.9~~ 13.0 mgd.

D-7 The commenter states that all other information concerning LACSD's facilities and sewerage services provided in the DEIR is current. This comment is acknowledged. No further response is required.

D-8 The commenter concludes the letter and provides contact information should any questions arise. This comment is acknowledged. No further response is required.

D-9 This comment is from LACSD's NOP comment letter dated September 23, 2022. The commenter states that the Project area is outside of the jurisdictional boundaries of LACSD and would require annexation before sewerage service would be provided to the Project. The comment is outdated and the comment was addressed in the DEIR and in subsequent more recent comments from the LACSD. Refer to comments and responses D-1 through D-6 above. As the DEIR already acknowledges the need for appropriate approvals from LACSD, no revision to the DEIR is warranted pursuant to this comment.

D-10 This comment is from LACSD's NOP comment letter dated September 23, 2022. The commenter states that the proposed Project may require a permit for Industrial Wastewater Discharge. This comment is acknowledged, and the Project's need to obtain approval from the LACSD for Project-related improvements already is listed in DEIR Table 3-7, *Matrix of Project Approvals/Permits*. The City acknowledges that the list of approvals may include a permit for Industrial Wastewater Discharge. As the DEIR already acknowledges the need for appropriate approvals from LACSD, no revision to the DEIR is warranted pursuant to this comment.

D-11 This comment is from LACSD's NOP comment letter dated September 23, 2022. The commenter states that flow originating from the Project would discharge to a local sewer line not maintained by LACSD. The commenter provides information on the location of LACSD's nearest trunk sewer. The commenter also provides the trunk sewer capacity in mgd and its peak flow when measured in 2018. The information provided by this comment generally is consistent with the information presented in DEIR Section 3.0, *Project Description*, and DEIR Subsection 4.15, *Utilities and Service Systems*. The commenter is referred also to Response D-5 above, which indicates that the Sanitary Sewer Analysis (*Technical Appendix N*) was revised to include updated information from LACSD regarding the trunk sewer capacity and peak flow. As this comment is unrelated to the Project's DEIR or the DEIR's analysis of potential impacts to wastewater treatment capacity, no revision to the DEIR is warranted pursuant to this comment.

D-12 This comment is from LACSD's NOP comment letter dated September 23, 2022. The commenter states that wastewater generated by the Project would be treated at the LWRP and provides information on the capacity of the LWRP and its current average recycled flow. The commenter is referred to FEIR Section 2.0, *Environmental Setting*, and Section 4.15, *Utilities and Service Systems*, which state that wastewater generated by the Project would be treated at LWRP. Additionally, the commenter is referred to Response C-6 above, which indicates that the DEIR was revised to include updated information from LACSD with respect to the capacity at the LWRP. No further response is necessary.

D-13 This comment is from LACSD's NOP comment letter dated September 23, 2022. The commenter provides an expected average wastewater flow from the Project and provides a link to the LACSD's average wastewater generation factors. The commenter is referred to DEIR Section 4.15, *Utilities and Service Systems*, which provides the Project's anticipated wastewater flow utilizing the LACSD's

wastewater generation factors obtained from the link provided. As this comment does not identify any errors or deficiencies in the DEIR's analysis of potential impacts due to wastewater treatment capacity, no revision to the DEIR is warranted pursuant to this comment.

D-14 This comment is from LACSD's NOP comment letter dated September 23, 2022. The commenter states that due to the anticipated volume of wastewater generated by the Project and from other planned developments, the Project may have significant impacts on the LACSD sewerage system. The commenter adds that as additional flows are generated and the trunk sewer nears capacity, construction of a relief sewer will be scheduled and therefore recommends that the capacity of the sewerage system be verified as the Project develops. The commenter is referred to the response to Comment D-3, which is responsive to this comment and notes the location in the DEIR where the Project's cumulatively-considerable impacts to wastewater treatment capacity are discussed. As this comment does not identify any deficiencies with the analysis provided, no revision to the DEIR is warranted pursuant to this comment.

D-15 This comment is from LACSD's NOP comment letter dated September 23, 2022. The comment states that the Districts are empowered by the California Health and Safety Code to charge a fee to connect facilities (directly or indirectly) to the Districts' Sewerage System or to increase the strength or quantity of wastewater discharged from connected facilities. The comment notes that if an Industrial Wastewater Discharge Permit is required, connection fee charges will be determined by the Industrial Waste Section. The comment is acknowledged. As this comment does not identify any deficiencies with the DEIR's discussion and analysis of potential impacts associated with wastewater, no revision to the DEIR is warranted pursuant to this comment.

D-16 This comment is from LACSD's NOP comment letter dated September 23, 2022. The comment states that capacities and expansions to LACSD facilities are based on regional growth forecast adopted by the Southern California Association of Governments (SCAG) and advises the developer that the Districts intend to provide this service up to the levels that are legally permitted and to inform the developer of the currently existing capacity and any proposed expansion of the Districts' facilities. As described in DEIR subsection 2.4.1, under existing conditions, the Project site is designated by the City of Palmdale General Plan for Employment Flex (EMPFX) land uses. The Employment Flex (EMPFX) land use designation is a transition zone intended to permit mixed development of lighter industrial uses and more intensive service, retail, and commercial uses, with a floor area ratio (FAR) of up to 1.0. Although the Project proposes to change the site's General Plan land use designation to "Specific Plan," the Project includes a total of 8,302,536 s.f. of building area on the 432.9-acre property, resulting in a FAR of 0.44 (8,302,536 s.f. building area ÷ [432.9 acres x 43,560 s.f./acre] = 0.44). Thus, the proposed Project includes substantially less building area than allowed under the site's existing General Plan land use designation. As the regional growth forecasts published by SCAG are based on the adopted General Plan land use plans, and because the Project would include only 44% of the building area assumed for the site by the regional growth forecasts, it can be concluded that the Project's land uses are fully accounted for by the regional growth forecasts published by SCAG. As such, and on this basis, the LACSD would be able to provide wastewater treatment services for the proposed Project.

As this comment does not identify any deficiencies in the analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

D-17 The commenter provides contact information should any questions arise. This comment is acknowledged, and any questions regarding this comment letter will be directed to the individual identified by this comment. No further response is necessary.

COMMENT LETTER E

COUNTY OF LOS ANGELES
FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

"Proud Protectors of Life, the Environment, and Property"

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HOLLY J. MITCHELL, SECOND DISTRICT
JANICE HAHN, FOURTH DISTRICT
KATHRYN BARGER, FIFTH DISTRICT

August 2, 2024

Kathy Inman
38250 Sierra Highway
Palmdale, CA 93550

Dear Ms. Inman:

THE NOTICE OF AVAILABILITY OF A DRAFT ENVIRONMENTAL IMPACT REPORT, "ANTELOPE VALLEY COMMERCE CENTER", PROPOSES A PHASED DEVELOPMENT OF A COMMERCE CENTER CONTAINING INDUSTRIAL, COMMERCIAL, AND OPEN SPACE LAND USES, AS WELL AS ROADWAYS AND SUPPORTING INFRASTRUCTURE, CITY OF PALMDALE, FFER2024003307

E-1

The Draft Notice of Availability of a Draft Environmental Impact Report was reviewed by the Planning Division, Land Development Unit, Forestry Division, and Health Hazardous Materials Division of the County of Los Angeles Fire Department.

The following are their comments:

RECEIVED
AUG 0 8 2024
PLANNING DIVISION

PLANNING DIVISION:

We have no comments.

E-2

For any questions regarding this response, please contact Kien Chin, at (323) 881-2404 or Kien.Chin@fire.lacounty.gov.

LAND DEVELOPMENT UNIT:

E-3

The development of this project must comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows and fire hydrants.

Specific fire and life safety requirements for the construction phase will be addressed at the Fire Department building plan check review. There may be additional fire and life safety requirements during this time.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CARSON	EL MONTE	INGLEWOOD	LAWNDALE	PICO RIVERA	SIGNAL HILL
ARTESIA	CERRITOS	GARDENA	IRWINDALE	LOMITA	POMONA	SOUTH EL MONTE
AZUSA	CLAREMONT	GLENDORA	LA CANADA-FLINTRIDGE	LYNWOOD	RANCHO PALOS VERDES	SOUTH GATE
BALDWIN PARK	COMMERCE	HAWAIIAN GARDENS	LA HABRA	MALIBU	ROLLING HILLS	TEMPLE CITY
BELL	COVINA	HAWTHORNE	LA MIRADA	MAYWOOD	ROLLING HILLS ESTATES	VERNON
BELL GARDENS	CUDAHY	HERMOSA BEACH	LA PUENTE	NORWALK	ROSEMEAD	WALNUT
BELLFLOWER	DIAMOND BAR	HIDDEN HILLS	LAKEWOOD	PALMDALE	SAN DIMAS	WEST HOLLYWOOD
BRADBURY	DUARTE	HUNTINGTON PARK	LANCASTER	PALOS VERDES ESTATES	SANTA CLARITA	WESTLAKE VILLAGE
CALABASAS		INDUSTRY		PARAMOUNT		WHITTIER

COMMENT LETTER E

The Land Development Unit appreciates the opportunity to comment on this project. Should any questions arise, please contact Wally Collins at (323) 890-4243 or Wally.Collins@fire.lacounty.gov.

E-3 (CONT.)

FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:

The statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division include erosion control, watershed management, rare and endangered species, brush clearance, vegetation management, fuel modification for Fire Hazard Severity Zones, archeological and cultural resources, and the County Oak Tree Ordinance.

E-4

For any questions regarding this response, please contact Forestry Assistant, Matthew Ermino at (818) 890-5719.

HEALTH HAZARDOUS MATERIALS DIVISION:

The Health Hazardous Materials Division (HHMD) of the Los Angeles County Fire Department notes that the contaminated United States Air Force (USAF) Plant #42 (AFP 42) property is immediately adjacent to the Project site's east and south boundaries. HHMD does not concur with the June 2024 Draft Environmental Impact Report (DEIR) that "because the Project site is not located on any list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, no impact would occur, and no mitigation is required" (Threshold d: page 85). Just because the site is not located on any list of haz mat sites, does not mean the site is not contaminated. The Project site is currently subject to illegal dumping activities; therefore, the site was also likely to be potentially subject to dumping activities as far back as 70 years ago. HHMD requests that a soil management plan (SMP) be prepared and implemented at the site prior to any soil disturbance or grading activities. In addition, HHMD recommends that soil vapor sampling be conducted at the Project site at minimum depths of 5-feet and 15-feet below the ground surface and tested for volatile organic compounds/contaminants (VOCs) due to current soil vapor impacts at the adjacent USAF AFP 42 property. HHMD has no additional requirements or comments for the Project site at this time.

E-5

Please contact HHMD Hazardous Materials Specialist III, Jennifer Levenson at (323) 890-4114 or Jennifer.Levenson@fire.lacounty.gov if you have any questions.

Very truly yours,

RONALD M. DURBIN, CHIEF, FORESTRY DIVISION
PREVENTION SERVICES BUREAU

RMD:pg

RESPONSES TO COMMENT LETTER E:
County of Los Angeles Fire Department

E-1 The commenter provides a brief summary of the Project and states that the DEIR was reviewed by various departments of the County of Los Angeles Fire Department as discussed below. The comment is acknowledged. Please refer to the individual responses to the comments provided by this letter, below. No further response is required.

E-2 The commenter states that the Planning Division of the Los Angeles Fire Department has no comments and provides contact information for the Planning Division for any questions that may arise. This comment is acknowledged; no further response is necessary.

E-3 The commenter states that the Project must comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows and fire hydrants. The commenter states that specific requirements for the construction phase will be addressed at the plan check review. The commenter provides contact information for the Land Development Unit for any questions that may arise. The commenter is referred to DEIR Section 4.12, *Public Services*, which acknowledges that the Project would be conditioned by the City to conform to all mandatory local, State, and federal laws, ordinances, and standards relating to fire safety. As this comment does not identify any deficiencies with the discussion and analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

E-4 The commenter states the statutory responsibilities of the Forestry Division and provides contact information for the Forestry Division for any questions that may arise. As this comment is unrelated to the discussion and analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment. Any questions regarding this response will be directed to the individual identified by this comment at the contact information provided.

E-5 The commenter states that the Health Hazardous Materials Division notes that the United States Air Force (USAF) Plant 42 property is adjacent to the Project's boundaries. The commenter disagrees with the DEIR's conclusion under the analysis of Threshold d, that because the Project site is not listed on any hazardous materials sites, no impact would occur. The commenter states that the Project site is currently subject to illegal dumping activities and opines that the site was likely to be subject to dumping activities 70 years ago. The commenter requests that a soil management plan (SMP) be prepared and implemented prior to soil disturbance and grading activities. The commenter also recommends that soil vapor sampling be conducted at the Project site and tested for volatile organic compounds (VOCs) due to current soil vapor impacts at USAF Plant 42.

As acknowledged by this comment, the Project site is not listed on any list of hazardous materials sites compiled pursuant to Government Code Section 65962.5; thus, the analysis and conclusion reached for Threshold d, in DEIR Subsection 4.8 is correct, and no revision to the discussion or analysis for Threshold d is warranted pursuant to this comment. The commenter is referred instead to the discussion

and analysis of Thresholds a and b in DEIR Subsection 4.8.4, which includes a summary of the results of the Project's site-specific Phase I Environmental Site Assessment ("ESA;" DEIR *Technical Appendix I*). As noted therein, and based on the results of the Project's Phase I ESA, it was determined that the Project site does not contain any evidence of recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), or controlled recognized environmental conditions (CRECs). The Phase I ESA does acknowledge two *de minimus* conditions associated with the Project site, including the illegal dumping of debris and the presence of the USAF Plant 42 release sites. Impacts associated with illegal dumping on-site were determined to be less than significant as all debris would be removed and deposited at an appropriate off-site facility in conformance with all applicable laws and regulations. With respect to the USAF Plant 42 release sites, the Phase I ESA notes that these sites are located approximately 0.75- to one-mile from the Project site. However, based on investigations, it was determined that the Project site was at a sufficient distance from the release sites such that the Project site is not subject to contamination from these off-site release site locations. Additionally, the analysis notes that the groundwater flow direction is to the north in the general area, placing the Project site in a "cross-gradient" condition. Therefore, and based on the site-specific results of the Project's Phase I ESA, it was determined that no further investigation is warranted for the Project site regarding these off-site environmental concerns emanating from USAF Plant 42. As such, the DEIR properly concluded that there are no conditions associated with the existing condition of the Project site or surroundings that would create a significant hazard to the public or the environment through the routine transport, use, disposal, or accidental release of hazardous materials. Accordingly, no impact would occur associated with the existing conditions of the Project site. Because impacts would be less than significant, the City finds that imposing a mitigation measure requiring preparation and implementation of a Soil Management Plan (SMP) is not warranted for the Project. Pursuant to Section 15126.4(a)(3) of the CEQA Guidelines, "[m]itigation measures are not required for effects which are not found to be significant." Thus, no revision to the DEIR is warranted based on these comments.

With respect to the commenter's assertion that soil vapor sampling should be conducted at the Project site at minimum depths of five and 15 feet below the ground surface to test for the presence of VOCs, the commenter is referred to the Project's Phase I ESA, Chapter 12.0 (DEIR *Technical Appendix I*). As concluded therein, and based on a site-specific analysis, it is the professional opinion of Advanced Environmental Concepts, Inc., that a Vapor Encroachment Condition does not exist at the Project site. As such, no mitigation addressing VOC contamination in site soils is warranted. No further response is necessary.

COMMENT LETTER F

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY GAVIN NEWSOM, Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 7
100 S. MAIN STREET, MS 16
LOS ANGELES, CA 90012
PHONE (213) 266-3574
FAX (213) 897-1337
TTY 711
www.dot.ca.gov

Making Conservation a California Way of Life

August 5, 2024

Megan Taggart
Deputy Director of Economic and Community Development
City of Palmdale Planning Division
38250 Sierra Highway
Palmdale, CA 93550

RE: Antelope Valley Commerce Center Project – Draft Environmental Impact Report (DEIR)
SCH# 2022090009
GTS #07-LA-2022-04562
Vic. LA 14 PM R64.664

Dear Megan,

Thank you for including the California Department of Transportation (Caltrans) in the review process for the above referenced project. The Project Applicant, AVCC Master, LLC proposes to entitle and develop the Antelope Valley Commerce Center Specific Plan Project (herein, "Project") on a 432.9 gross-acre undeveloped site located in the City of Palmdale, Los Angeles County, California. The Project would allow for the phased development of a master-planned commerce center containing industrial, commercial, and open space land uses, as well as roadways. The four phases of development would allow for a maximum of 8,302,536 square feet (s.f.) of building footprint, to be comprised of approximately 8,241,552 s.f. of industrial and 60,984 s.f. of commercial uses. Associated improvements to the Project site would include, but are not limited to, paved roads, paved parking areas, drive aisles, truck courts, utility infrastructure, landscaping, water quality basins, signage, lighting, property walls, gates, and fencing, including perimeter fencing. Six (6) buildings are proposed in the first phase and their development details are described herein. Site-specific detail for subsequent phases of development would be determined in the future, but reasonable assumptions are made herein about the future phases of development to enable a complete and comprehensive analysis of the whole of the Project.

This EIR analyzes the physical environmental effects associated with all components and all phases of the Project, including planning, grading, construction, and on-going operation. All development on the Project site would be required to substantially conform to the proposed Specific Plan.

F-1

"Provide a safe and reliable transportation network that serves all people and respects the environment."

COMMENT LETTER F

Development of the Antelope Valley Commerce Center is expected to occur in four (4) phases in response to market demands and according to a logical and orderly extension of roadways, public utilities, and infrastructure.

- Phase I includes the northern portion of the central Industrial lot, the northern portion of the western Industrial lot, and the Open Space lot in the northwest portion of the site;
- Phase II includes the southern portion of the central Industrial lot, and the southern portion of the western Industrial lot;
- Phase III includes the Commercial lot and the Industrial lot west of Public Street A; and,
- Phase IV includes the Industrial lot south of Public Street B.

Access to the Project site would be from existing north-south oriented Columbia Way / East Avenue M with support from the following internal streets that would provide access to the buildings:

- Public Street A. North-south oriented Public Street A located in the western portion of the Project site;
- Public Street B. North-south oriented Public Street B located in the eastern portion of the Project site;
- Public Street C. East-west oriented Public Street C located in the southern portion of the Project site;
- Public Street D. North-south oriented Public Street D located in the southwestern portion of the Project site;
- Private Drive D. East-west oriented Private Drive D located in the northern portion of the Project site; and,
- Private Drive E. A north-south oriented Private Drive E located in the central portion of the Project site.

This EIR includes an analysis of the overall Project as well as a detailed analysis of the proposed development in Phase I, which is proposed to include the construction and operation of six (6) industrial warehouse buildings, a drainage basin positioned in the northeastern portion of the Project site and supporting roadways and utility infrastructure.

After reviewing the DEIR, Caltrans has the following comments:
As stated in the DEIR, the Project will result in a significant impact to Air Quality, Greenhouse Gas Emissions, and Vehicle Miles Traveled.

F-1 (CONT.)

F-2

"Provide a safe and reliable transportation network that serves all people and respects the environment."

COMMENT LETTER F

All significant Project impacts are directly related to vehicular use and activity. With 8,302,536 square feet of new industrial use, 1,624 car parking spaces, 715 trailer parking stalls, and 394 truck-high dock doors, the Antelope Valley Commerce Center Project will induce demand for a consequential number of additional vehicle trips and vehicle miles traveled (VMT). While the Project will certainly result in significant Air Quality, GhG Emission, and VMT impacts, Caltrans does not concur that these impacts are unavoidable. The currently proposed mitigation measures are inadequate to offset the impacts of the project, as it is designed in the same status quo model of development that has proven to be unsustainable long-term. F-2 (CONT.)

Caltrans recommends the following:

- Reducing the amount of parking whenever possible. Research looking at the relationship between land-use, parking, and transportation indicates that the amount of car parking supplied can undermine a project's ability to encourage public transit and active modes of transportation. F-3
- Invest in and prepare the project's design for alternative modes of freight movement, such as rail, which is not only more efficient but also more easily converted to carbon neutral energy sources in the future. F-4
- Due to the increased volume of truck trips, a substantial contribution should be made to a city fund that will build safer infrastructure for people walking, riding bikes, and taking transit throughout the city. The most effective methods to reduce pedestrian and bicyclist exposure to cars and trucks is through physical design and geometrics. These methods include the construction of physically separated facilities such as Class IV bike lanes, wide sidewalks, pedestrian refuge islands, landscaping, street furniture, and reductions in crossing distances through roadway narrowing. F-5
- Additional studies should be conducted to develop additional mitigation measures that include robust walking, biking, and transit infrastructure to further reduce the Project's VMT impact below the threshold of significance. F-6

Following construction, a study should be conducted to confirm that the proposed mitigation measures are sufficiently offsetting the Project generated VMT. If not, new and/or additional mitigation measures need to be implemented. F-7

Under Table 5-4, footnote #3 states that, "*Although 95th percentile queue is anticipated to exceed the available storage for the turn lane, the adjacent through lane has sufficient storage to accommodate any spillover without spilling back and affecting the SR-14 Freeway mainline*." A speed deferential between adjacent lanes, as well as sudden lane changes, can lead to significant safety issues. The intention of the adjacent through F-8

COMMENT LETTER F

lane is to accommodate through traffic, not to accommodate "*spillover*." The Office of Traffic Safety would like to see clarification of this statement as it does not appear to adequately mitigate this issue. Caltrans requests confirmation that this safety issue will not occur at the following locations:

- State Route 14 at E Ave N.
- State Route 14 at E Ave M.
- State Route 14 at E Ave L.
- State Route 14 at E Ave K.

F-8 (CONT.)

Additionally, an encroachment permit will be required for any project work proposed near Caltrans Right of Way and all environmental concerns must be adequately addressed. Please note that any modifications to the State facilities will be subject to additional review by the Office of Permits prior to issuance of the permit.

F-9

Finally, construction of the proposed project would involve deliveries of materials, components, and supplies to the various sites, and will involve oversized trucks. As a result, prior to issuance of building or grading permits for the project site, the applicant shall prepare a Construction Traffic Management Plan (CTMP) for review and approval by City staff to reduce any impacts to less than significant levels. The CTMP needs to specify the duration of construction period and provide construction analysis on significant impacts due to increase in construction truck traffic on highways not designated as truck routes. It should also specify any work that would affect the freeways and its facilities, and that Caltrans has the jurisdiction for review and approval. Transportation of heavy construction equipment and/or materials, which requires the use of oversized-transport vehicles on State highways, will require a transportation permit from Caltrans.

F-10

If you have any questions, please contact project coordinator Anthony Higgins, at anthony.higgins@dot.ca.gov and refer to GTS #07-LA-2022-04562.

Sincerely,

Anthony Higgins

Anthony Higgins
Acting LDR Branch Chief

Cc: State Clearinghouse

"Provide a safe and reliable transportation network that serves all people and respects the environment."

RESPONSES TO COMMENT LETTER F:
California Department of Transportation (Caltrans)

F-1 In this introductory comment, the commenter provides an overview of the proposed Project. The comment is acknowledged. This comment accurately describes the proposed Project as evaluated by the DEIR. No further response is required.

F-2 The commenter provides the total car parking spaces, trailer parking stalls and truck-high dock doors of the buildings combined and states that the Project will induce demand for a number of additional vehicle trips and vehicle miles traveled (VMT). The commenter does not concur with the DEIR's conclusion that significant impacts to air quality, greenhouse gas emissions, and VMT are unavoidable. The commenter opines that the proposed mitigation measures are inadequate to offset the impacts of the Project. This comment is acknowledged, although this comment does not provide any specific mitigation measures that would serve to further reduce the Project's impacts. The commenter is referred to the responses to Comments F-3 through F-6, which provide a discussion of the specific mitigation measures recommended by this commenter. No further response is necessary.

F-3 The commenter recommends reducing available parking where possible, stating that the amount of parking supplied for a project can discourage the use of public transit and active modes of transportation. The Project is required to comply with all applicable provisions of the Antelope Valley Commerce Center (AVCC) Specific Plan which created its own parking standards. By limiting the number of spaces on site, the Project likely would result in secondary impacts to the surrounding area, as it is reasonable to assume that future employees unable to park on site merely would park in on-street locations in the surrounding area, potentially increasing the amount of VMT associated with the Project as employees would need to drive around in the surrounding area to find parking. As it cannot be demonstrated that this suggested mitigation measure would actually serve to reduce the Project's level of VMT and associated impacts to the environment (e.g., air quality, GHG emissions, etc.), no revision to the DEIR is warranted pursuant to this comment.

F-4 The commenter recommends that the Project Applicant invest in and prepare the Project's design for alternative modes of freight movement, such as rail, and opines that this would be more efficient and more easily converted to carbon neutral energy sources. The commenter is referred to the discussion and analysis presented in DEIR Section 4.7, Greenhouse Gas Emissions, which imposes Mitigation Measures AIR MM-1 through AIR MM-7 as well as Project design features GHG DF-1 through GHG DF-3 to reduce the Project's GHG emissions to the maximum feasible extent. As this comment does not identify any specific deficiencies in the analysis presented in DEIR Section 4.7, no revision to the DEIR is warranted pursuant to this comment.

F-5 The commenter recommends that a contribution be made to a city fund that will build safer infrastructure for those walking, riding bikes, and taking transit. The commenter states that the physical design and geometrics such as constructing Class IV bike lanes, wide sidewalks, pedestrian refuge islands, landscaping, street furniture and roadway narrowing reduce pedestrian and bicyclist exposure

to vehicles. The Project has been designed to route all Project-related traffic along East Avenue M to access State Route 14 and the Sierra Highway to the west. Both East Avenue M and Sierra Highway are designated as truck routes by the City of Palmdale. Therefore, because all Project-related truck traffic would be routed through portions of the City planned for non-residential uses to access regional transportation corridors, the Project would not result in any adverse impacts to alternative transportation routes, such as walking or bicycling. Pursuant to Section 15126.4(a)(3) of the CEQA Guidelines, "[m]itigation measures are not required for effects which are not found to be significant." Thus, because the Project would not result in any impacts to non-vehicular forms of transportation in the local area, no mitigation measures are required related to funding of non-vehicular transportation improvements. No revision to the DEIR is warranted pursuant to this comment.

F-6 The commenter recommends that additional studies be conducted to develop additional mitigation measures that include walking, biking, and transit infrastructure to reduce the Project's VMT impact to below the threshold significance. The commenter is referred to the response to Comment F-5, which explains that the Project site is not located in an area planned for residential uses, and all roadways that would serve Project-related trucks consist of existing dedicated City of Palmdale truck routes. As disclosed in DEIR Section 3.0, in addition to the travel lanes, the Project provides for improvements to Columbia Way / East Avenue Way include a 20-foot-wide curb-adjacent parkway, and within the 20-foot-wide parkway – an 8-foot-wide sidewalk for pedestrian access and a 12-foot-wide Class 1 for bike access. Moreover, even if the Project were required to construct additional infrastructure to promote additional walking, bicycling, or transit, it cannot be assured that such measures would measurably serve to reduce the Project's impacts due to VMT, as there is no guarantee that future Project employees would make use of such additional alternative forms of transportation. Furthermore, the commenter's suggestion to conduct "additional studies" and "to develop additional mitigation measures" is vague and unenforceable. Accordingly, no revision to the DEIR is warranted pursuant to this comment.

F-7 The commenter recommends that a study be conducted upon construction completion to determine whether the mitigation measures are offsetting the Project-generated VMT, and states that if they are not, additional mitigation measures should be implemented. The commenter is referred to the discussion of Threshold b, in DEIR subsection 4.13.8, which explains that the Project's impacts due to VMT would be significant and unavoidable because the effectiveness of Mitigation Measure TRN MM-1 cannot be assured. As the DEIR did not identify any reductions in VMT as a result of implementation of Mitigation Measure TRN MM-1, imposing a requirement to prepare a future study demonstrating the effectiveness of Mitigation Measure TRN MM-1 is unwarranted. Accordingly, no revision to the DEIR is warranted pursuant to this comment.

F-8 The commenter cites footnote 3 from Table 5-4 of the Project's Traffic Analysis (*Technical Appendix L1*) which states, "[a]lthough 95th percentile queue is anticipated to exceed the available storage for the turn lane, the adjacent through lane has sufficient storage to accommodate any spillover without spilling back and affecting the SR-14 Freeway mainline." The commenter states that the intention of the through lane is to accommodate traffic, not to accommodate spillover. The commenter identifies

potential concerns related to the speed differential between adjacent lanes and sudden lane changes, and requests clarification of this statement. The commenter specifically requests confirmation that the safety issue would not occur at the following: State Route 14 (SR-14) at East Avenue N; SR-14 at East Avenue M; SR-14 at East Avenue L; and SR-14 at East Avenue K. As part of the City's review of the Project's application materials, the City ensured that the Project's Plans accommodate sufficient stacking space on-site so that there would not be any stacking on Columbia Way / East Avenue M; therefore, implementation of the Project would not result in any Project-related trucks that would spillover onto SR-14. In addition as stated in DEIR Section 4.13, Transportation, page 4.13-22 and 4.13-23, all proposed improvements within the public right-of-way would be installed in conformance with City design standards and project construction activities that would occur in the public right-of-way and are required to adhere to the applicable construction control practices that are specified in the State of *California Department of Transportation Construction Manual* and the *California Manual on Uniform Traffic Control Devices*, to minimize potential safety hazards. Furthermore, the Project's potential environmental effects are evaluated and disclosed throughout the Project's DEIR, and this comment does not identify any deficiencies with the information presented in the Project's DEIR. Based on the foregoing discussion and analysis, no revision to the DEIR is warranted pursuant to this comment.

F-9 The commenter states that an encroachment permit is required for any project work proposed near the Caltrans right-of-way and that any modifications to State facilities are subject to additional review by the Office of Permits. This comment is acknowledged, and the City acknowledges that the Project Applicant would be required to obtain appropriate encroachment permits for any future proposed modifications to State facilities. No further response is necessary.

F-10 The commenter states that prior to issuance of building or grading permits, the applicant must prepare a Construction Traffic Management Plan (CTMP) for approval by City staff to reduce impacts to less than significant levels. The commenter states that the CTMP must specify duration of the construction period and provide construction analysis on significant impacts due to an increase in construction truck traffic on highways not designated as truck routes. The commenter states that the CTMP must also specify any work that would affect the freeways and its facilities and states that Caltrans has the jurisdiction for review and approval. The commenter also states that the use of oversized-transport vehicles on State highways requires a transportation permit from Caltrans. Lastly, the commenter provides contact information for any questions that may arise. The commenter is referred to DEIR Mitigation Measure TRN MM-1, which requires the Project Applicant to prepare and implement a City-approved Construction Management Plan (CMP), which would specify measures to be undertaken to ensure that the Project's construction phase does not adversely affect circulation. As the requested measure already was included in the DEIR, no revision to the DEIR is warranted pursuant to this comment. Any questions regarding this comment letter will be directed to Anthony Higgins at the contact information provided. No further response is necessary.

COMMENT LETTER G

Docusign Envelope ID: 1F452149-AF41-4747-9701-DA6D3C8E0ADA

State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

August 5, 2024

Megan Taggart
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550
mtaggart@cityofpalmdale.org

Subject: Antelope Valley Commerce Center, Draft Environmental Impact Report, SCH #2022090009, Los Angeles County, CA

Dear Megan Taggart:

The California Department of Fish and Wildlife (CDFW) has reviewed the Draft Environmental Impact Report (EIR) from the City of Palmdale (City; Lead Agency) for Antelope Valley Commerce Center (Project). Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

G-1

CDFW's Role

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State [Fish & G. Code, §§ 711.7, subdivision (a) & 1802; Pub. Resources Code, § 21070; California Environmental Quality Act (CEQA) Guidelines, § 15386, subdivision (a)]. CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species (Id., § 1802). Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect State fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381). CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code, including lake and streambed alteration regulatory authority (Fish & G. Code, § 1600 *et seq*.). Likewise, to the extent implementation of the Project as proposed may result in "take", as defined by State law, of any species protected under the California Endangered

G-2

COMMENT LETTER G

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Species Act (CESA) (Fish & G. Code, § 2050 et seq.), or CESA-listed rare plant pursuant to the Native Plant Protection Act (NPPA; Fish & G. Code, § 1900 et seq.), CDFW recommends the Project proponent obtain appropriate authorization under the Fish and Game Code.

G-2 (CONT.)

PROJECT DESCRIPTION SUMMARY

Proponent: AVCC Master, LLC

Objective: The Project proposes discretionary approval of a General Plan Amendment, Zone Change, Antelope Valley Commerce Center Specific Plan, Tentative Parcel Map 83738, Site Plan Review 22-008, and Development Agreement 22-001. The General Plan Amendment would change the land use designation from Employment Flex to Specific Plan. The zone change would change the zoning classification from Office Flex to Specific Plan. The Antelope Valley Commerce Center Specific Plan would outline the standards and guidance for the phased development of a commerce center containing industrial, commercial, and open space with supporting infrastructure. Based on the Specific Plan, approximately 378.4 acres would be allocated for industrial uses, 7.0 acres for commercial land uses, 29.3 acres for open space along the western boundary and in the northeastern corner, and 18.2 acres for roadways. Development of the Project would occur in four phases, and associated improvements for the Project would include, but are not limited to, paved roads, paved parking areas, drive aisles, truck courts, utility infrastructure, landscaping, a detention basin, signage, lighting, property walls, gates, and fencing. The Tentative Parcel Map 83738 is proposed to subdivide the 432.9-acre Project area into 19 parcels and lettered lots to facilitate future development in Phases II-IV. The Site Plan Review 22-008 pertains to the construction of six proposed buildings and supporting infrastructure proposed for Phase I. The Development Agreement 22-001 would outline the terms and agreements between the City and the Project proponent regarding implementation of the Project.

For Phase I, development would consist of the construction and operation of six industrial warehouse buildings, a drainage basin in the northeastern portion of the Project area, along with roadways and utility infrastructure. The area for each building would range from 132,695 square feet to 1,004,228 square feet with a 28-foot-wide fire lane around the perimeter. In addition to a fire lane, each building would have a designated number of docking doors for trucks, parking stalls, and access points (i.e., driveways) for ingress/egress. A storm drain system is also proposed to capture on-site stormwater that would ultimately flow to the proposed aboveground drainage basin. The drainage basin would be located in the northeast corner of the Project area. Grading for Phase I is expected to require approximately 1,223,000 cubic yards of cut and 1,169,000 cubic yards of fill. Landscaping for Phase I would consist of a variety of trees, shrubs, groundcover, and desert accent plants throughout the Project area (i.e., site perimeter, parking areas, around buildings).

G-3

Comment Letter G

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Site-specific details for the future development of Phases II, III, and IV are currently unknown, but reasonable assumptions are made about the future phases of development. Phase II is anticipated to be built out with parcel hub warehousing use, manufacturing use, and generation warehousing use. Phase III is anticipated to be built out with cold storage warehouse use, non-sort warehousing use, and commercial uses (i.e., fast-food restaurants, coffee shop, and retail use). Phase IV is anticipated to be built out with cold storage warehouse use and non-sort warehousing use. Industrial warehouses are assumed to be operational 24 hours per day, seven days a week. Commercial uses are also assumed to be operational 24 hours per day, seven days a week, but may vary depending on future tenants.

Project Alternatives: The Project proposes four alternatives: No Development Alternative, No Project (Existing General Designation) Alternative, Reduced Project Alternative – Phase I, Reduced Project Alternative – Phase I & II. The No Development Alternative considers no development on the Project area beyond what occurs on the site under existing conditions. The No Project (Existing General Plan Designation) Alternative assumes development of the Project area in accordance with the current land uses designation and zoning classification. The Reduced Project Alternative – Phase I proposes the development of Phase I and no development under Phases II – IV. Lastly, the Reduced Project Alternative – Phase I & II considers the development of Phase I and Phase II with no development under Phases III and IV.

Project Timeline: Buildout of the Project is anticipated to occur in four phases. According to the EIR, construction of Phase I was anticipated to commence in June 2024 and end in August 2025. Phase II is anticipated to commence in June 2026 and end in August 2027. Phase III is anticipated to commence June 2028 and end in August 2029. Phase IV is anticipated to commence in October 2030 and end in December 2031.

Location: The Project area is comprised of approximately 432.9 acres located on the southeast corner of Sierra Highway and Columbia Way in the City. The area is bounded by Columbia Way to the north, 15th Street East to the east, Sierra Highway and Union Pacific Railroad tracks to the west, and Avenue M-12 to the south. Assessor's Parcel Numbers associated with the Project include 3126-022-926, -927, -928, and -929. The United State Air Force Plant 42 and Palmdale Regional Airport lies southeast of the Project area.

Biological Setting: Various biological surveys were conducted on the Project area from March through July 2022, with survey findings compiled in a Biological Resources Technical Report (BRTR). In addition to a general biological survey, focused surveys were conducted for special-status plants, western Joshua tree (*Yucca brevifolia*; CESA candidate threatened), desert tortoise (*Gopherus agassizii*; Endangered Species Act (ESA) and CESA listed-threatened), Swainson's hawk (*Buteo swainsoni*; CESA-listed threatened), burrowing owl (*Athene cunicularia*; California Species of Special Concern (SSC)), and Mohave ground squirrel (*Xerospermophilus mohavensis*; CESA-listed

G-3
(CONT.)

COMMENT LETTER G

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threatened). While the Project area is generally flat and undeveloped, certain portions of the Project area exhibits evidence of dirt access roads, illegal squatting, off-road vehicle disturbance, trash piles, and historical mechanical disturbance.

According to *Table 4. Vegetation Types and Other Areas* in the BRTR, the Project area supports a variety of vegetation types, which includes but is not limited to 297.84 acres of western Joshua tree woodland, 11.91 acres of creosote bush (*Larrea tridentata*) scrub, 2.41 acres of rubber rabbitbrush (*Ericameria nauseosa*) scrub, 19.01 acres of Nevada ephedra-cheesebush-Cooper's box thorn (*Lycium cooperi* (provisional) Alliance) with western Joshua tree woodland, 69.80 acres of rubber rabbitbrush-Nevada ephedra (*Ericameria nauseosa* Alliance) scrub with western Joshua tree woodland, and 8.74 acres of bare ground. Based on *Appendix J. Impact Phasing Letter Report*, Phase I is anticipated to permanently impact 128.51 acres of native vegetation, including 75.28 acres of western Joshua tree woodland and 31.43 acres of rubber rabbitbrush-Nevada ephedra with western Joshua tree woodland. Phase II-IV is anticipated to permanently impact approximately 175.14 acres of native vegetation, including 129.22 acres of western Joshua tree woodland and 36.75 acres of rubber rabbitbrush-Nevada ephedra scrub with western Joshua tree woodland. According to *Appendix D. Joshua Tree Survey Report*, a total of 8,196 western Joshua trees were observed with 7,184 trees within the Project area and 1,012 western Joshua trees located off-site with a surveyed 186-foot buffer. In addition to western Joshua trees, an individual crowned muilla (*Muilla coronata*; California Rare Plant Rank 4.2) was documented during special-status plant surveys. Moreover, 12 individuals of silver cholla (*Cylindropuntia echinocarpa*) and nine cactus individuals protected by the California Desert Native Plants Act (CDNPA) were identified within the Project area.

Additionally, a jurisdictional delineation was conducted which identified an unnamed sandy wash in the northwest corner of the Project area. Approximately 0.498 acres of the water feature is subject to California Fish and Game Code. Findings from the burrowing owl surveys indicate that six potential burrowing owl burrows were identified on site. No individual burrowing owl was observed, however, an individual short-eared owl (*Asio flammeus*; SSC) was observed during the non-breeding season. No Swainson's hawk was observed in the Project area during focused surveys. No Mohave ground squirrel or desert tortoise were observed during their respective focused surveys.

Overall, more than 32 wildlife species were observed within the Project area. Bat species that may occur within the Project area includes the canyon bat (*Parastrellus hesperus*), western mastiff bat (*Eumops perotis californicus*; SSC), Townsend's big-eared bat (*Corynorhinus townsendii*; SSC), and pallid bat (*Antrozous pallidus*; SSC). The Project area may also provide habitat to support the northern California legless lizard (*Anniella pulchra*; SSC) and Crotch's bumble bee (Bombus crotchii; CESA candidate). Additionally, Loggerhead shrike (*Lanius ludovicianus*; SSC) and LeConte's thrasher (*Toxostoma lecontei*; SSC) were observed in the Project area during surveys.

G-3
(CONT.)

Comment Letter G

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Desert kit fox (*Vulpes macrotis arsipus*), which is protected by the Fur-bearing Mammal Act, was also observed on site during surveys.

Species-specific mitigation measures are included in the EIR to avoid, minimize, and/or mitigate adverse Project impacts on western Joshua trees, nesting birds and raptors, plants protected by CDNPA, burrowing owl, and desert kit fox. Of particular note is that, in the Project as proposed, open space land use would be designated for the proposed drainage basin and western Joshua tree conservation. Additionally, mitigation measures detailing best management practices, night lighting, and landscaping are also included in the EIR.

Project History: A Notice of Preparation (NOP) comment letter was submitted to the City on September 27, 2022.

COMMENTS AND RECOMMENDATIONS

CDFW offers the comments and recommendations below to assist the City in adequately avoiding and/or mitigating the Project's impacts on fish and wildlife (biological) resources. Additional comments or other suggestions may also be included to improve the document. CDFW recommends the measures or revisions below be included in a science-based monitoring program that contains adaptive management strategies as part of the Project's CEQA mitigation, monitoring and reporting program (Pub. Resources Code, § 21081.6; CEQA Guidelines, § 15097).

Comment #1: Cumulative Impact

Issue: The EIR does not analyze the impact of future and current developments in addition to impacts of the Project, which may lead to significant cumulative impacts to biological resources.

Specific impacts: The EIR does not sufficiently analyze cumulative impacts on biological resources as it relates to loss of undeveloped land within the City. Project activities such as vegetation clearing and grading of the Project area would contribute to the loss of nesting and foraging habitat for burrowing owl, Loggerhead shrike, LeConte's thrasher, desert kit fox, and additional flora and fauna.

Why impact would occur: The Cumulative Impact Analysis section of the EIR notes that, "…because implementation of the Project would impact a limited amount of habitat relative to the amount of habitat available for these species in the region, impacts would be less than cumulatively considerable" (page 4.3-37). Contrary to this statement, there has been a rapid increase of development (i.e., industrial, commercial, and residential) within the City and throughout Antelope Valley, which has led to ongoing loss of suitable habitat. Additionally, the analysis does not provide scientific evidence that demonstrates that habitat within the region is sufficient to offset the loss of roughly 304.17 acres of suitable nesting and foraging habitat.

G-3 (CONT.)

G-4

G-5

Comment Letter G

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Moreover, the cumulative impact analysis does not discuss or list current and future projects that are occurring or would occur in close proximity to the Project area that would result in a cumulative impact on biological resources and wildlife. CDFW has reviewed and/or provided comments within the last two years for the following Projects located west and east of the Project area: Palmdale Logistics Park (SCH # 2022080668), Palmdale Logistics Center (SCH #2023090551), Palmdale Warehouse (SCH #2022010581), and Site Plan Review 24-003, General Plan Amendment 24-001, and Zone Change 24-001 (pre-consultation). All of the projects in addition to the proposed Project would develop a total of approximately 656.57 acres of currently vacant land all along Columbia Way. Despite vacant parcels near the Project area, development of the Project area would further fragment the limited habitat available to support wildlife.

Evidence impact would be significant: CDFW believes that cumulative impacts of the Project on biological resources could be cumulatively considerable (CEQA Guidelines §15065(a)(3)). "Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects (Pub. Resources Code, § 21083(b)).

Cumulative impacts can also result from individually minor but collectively significant projects inclusive of prior, concurrent, and future projects [CEQA Guidelines, §§ 15065(a)(3), 15355]. Given the anticipated buildout of the Project site and adjacent areas, potential exists for cumulative impacts to open space (CEQA Guidelines, §15064(d)).

Recommended Potentially Feasible Mitigation Measure(s):

Recommendation #1: Cumulative Impact Analysis Revision – CDFW recommends the City re-evaluate the cumulative impacts of the Project and amend the cumulative impact analysis in the EIR to include a discussion regarding additional developments along Columbia Way and in the general vicinity. General and specific plans, as well as past, present, and anticipated future projects, should be analyzed relative to their impacts on similar plant and wildlife species, habitat, and vegetation communities. If the City continues to remain certain in their position that the Project would not have a cumulative impact, the EIR should indicate why the cumulative impact is not significant supported by facts and analyses [CEQA Guidelines, § 15130(a)(2)].

Comment #2: Local Wildlife Movement

Issue: The Project may impact local wildlife movement.

Specific impacts: Project buildout would narrow the open space available along the eastern boundary of the Project area, which may impede local wildlife movement.

G-6 (CONT.)

G-7

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Why impacts would occur: More than 32 wildlife species were observed utilizing the Project area for foraging, perching, and possible movement opportunities. Wildlife observed during the surveys varied from multiple reptile species and small mammals (i.e., California ground squirrel, Merriam's kangaroo rat) to medium sized mammals (i.e., bobcat, desert kit fox). Based on aerial imagery, it appears that the Project area allows for wildlife to move from vacant land northeast of the Project area to vacant land southwest of the Project area. Additionally, the EIR states that "…wildlife is somewhat unconstrained on the immediate eastern border of the Study Area in the area between the Project site and fencing associated with the in inactive Palmdale Regional Airport perimeter fence…" (page 4.3-6). Upon buildout of the proposed Project, wildlife movement through the Project area would be significantly constrained, and wildlife would be forced to move along the narrowed eastern boundary of the Project area. No wildlife movement study was conducted by the Project proponent to demonstrate that wildlife movement would not be impacted by the Project. In addition to the physical constraints to wildlife movement, operational activities occurring 24 hours a day, seven days a week may also deter wildlife such as bobcats or desert kit foxes from utilizing the eastern boundary for wildlife movement. Without sufficient analyses and a wildlife movement study to provide factual data, the proposed Project may continue to impact local wildlife movement.

Evidence impacts would be significant: Without a wildlife movement study, CDFW cannot ascertain whether this potential impact to biological resources is less than significant under CEQA. Technical detail such as data, maps, diagrams, and similar relevant information should be provided to permit full assessment of significant environmental impacts by reviewing agencies and members of the public (CEQA Guidelines, §15147). In the case of this Project, CDFW believes a wildlife movement study falls within the category of "technical detail".

Recommended Potentially Feasible Mitigation Measure(s):

Recommendation #2: Wildlife Movement Revision – CDFW recommends the environmental document be revised to include a wildlife movement study, which includes modeling based on data. Impacts that should be included in the discussion and analysis of wildlife movement include (but are not limited to) habitat loss and fragmentation, narrowing of the wildlife corridor within the Project area, and the introduction of barriers to wildlife movement. CDFW recommends such an analysis be supported by studies to document wildlife activity and movement through Project area with emphasis on where development is proposed. If avoidance of the corridor encroachment is not feasible, the EIR should provide measures to mitigate the Project's significant impacts to local wildlife movement.

Comment #3: Impacts to Crotch's Bumble Bee

Issue: The Project may adversely impact Crotch's bumble bee.

G-7 (CONT.)

G-8

COMMENT LETTER G

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Specific impacts: The Project may result in temporal or permanent loss of suitable nesting and foraging habitat of Crotch's bumble bee. Project ground disturbing activities may cause death or injury of adults, eggs, and larva; burrow collapse; nest abandonment; and reduced nest success.

Why impacts would occur: According to California's Natural Diversity Database (CNDDB), there have been historical observations of Crotch's bumble bee throughout the Antelope Valley (CDFW 2024a). In addition to regional observations, the Project area lies within the home range for Crotch's bumble bee (CDFW 2024b). Crotch's bumble bee may fly throughout the City and utilize areas that have suitable nesting habitat and floral resources. Crotch's bumble bee primarily nest in late February through late October underground in abandoned small mammal burrows. With small mammal burrows present on site, it is probable that they may provide suitable habitat for Crotch's bumble bee. They may also nest under perennial bunch grasses or thatched annual grasses, under brush piles, in old bird nests, and in dead trees or hollow logs (Williams et al. 2014; Hatfield et al. 2018). Overwintering sites utilized by Crotch's bumble bee mated queens include soft, disturbed soil (Goulson 2010), or under leaf litter or other debris (Williams et al. 2014). The EIR and BRTR does not provide a discussion on the potential presence of Crotch's bumble bee and does not provide any species-specific measures to reduce impacts to a level less than significant if present during Project activities. Ground disturbance and vegetation removal associated with Project implementation during the breeding season could result in the incidental loss of breeding success or otherwise lead to nest abandonment in areas adjacent to the Project site. Potential habitat loss, as a result of the proposed Project, may also reduce foraging habitat for this species in the broader landscape, as development increases throughout the City.

Evidence impacts would be significant: The California Fish and Game Commission accepted a petition to list the Crotch's bumble bee as endangered under CESA, determining the listing "may be warranted" and advancing the species to the candidacy stage of the CESA listing process. The Project may substantially reduce and adversely modify habitat as well as reduce and potentially impair the viability of populations of Crotch's bumble bee. The Project may also reduce the number and range of the species without considering the likelihood that special status species on adjacent and nearby natural lands may rely upon the habitat that occurs on the proposed Project site. In addition, Crotch's bumble bee has a State Ranking of S1/S2. This means that the Crotch's bumble bee is considered critically imperiled or imperiled and is extremely rare (often 5 or fewer populations). Crotch's bumble bee is also listed as an invertebrate of conservation priority under the California Terrestrial and Vernal Pool Invertebrates of Conservation Priority (CDFW 2017). Accordingly, Crotch's bumble bee meets the CEQA definition of rare, threatened, or endangered species (CEQA Guidelines, § 15380). Therefore, take of Crotch's bumble bee could require a mandatory finding of significance by the District (CEQA Guidelines, § 1565).

G-8
(CONT.)

COMMENT LETTER G

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Recommended Potentially Feasible Mitigation Measure(s):

Recommendation #3: Crotch's Bumble Bee Discussion – The EIR should be revised to provide a discussion on habitat suitability for Crotch's bumble bee within and adjacent to the Project site. The discussion should also disclose the Project's potential direct and indirect impacts on Crotch's bumble bee. If the Project may impact Crotch's bumble bee, the EIR should provide measures to minimize, and/or mitigate potential impacts to Crotch's bumble bee as well as habitat supporting the species. The discussion should be of a depth and scope that a CESA Incidental Take Permit can be issued based on the analysis provided in the EIR.

Recommendation #4: CEQA – CDFW's issuance of an ITP for a Project is subject to CEQA. As a Responsible Agency, CDFW may consider the CEQA document from the lead agency/Project proponent for the Project. However, additional documentation may be required as part of an ITP application for the Project in order for CDFW to adequately develop an accurate take analysis and identify measures that would fully mitigate for take of CESA-listed species. To minimize additional requirements by CDFW pursuant to Fish and Game Code section 2081 and/or under CEQA, a project's CEQA document should fully identify the potential impacts to Crotch's bumble bee and provide adequate avoidance, mitigation, monitoring, and reporting commitments for issuance of the ITP.

Mitigation Measure #1: Crotch's Bumble Bee Surveys – The Project proponent shall retain a qualified entomologist with the appropriate handling permits to conduct focused surveys. Focused surveys shall follow CDFW's Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). Focused surveys shall also be conducted throughout the entire Project site during the appropriate flying season to ensure no missed detection of Crotch's bumble bee occurs. Survey results, including negative findings, shall be submitted to CDFW and the City prior to implementing Project ground-disturbing activities.

Mitigation Measure #2: Incidental Take Permit – If Crotch's bumble bee is detected the Project proponent shall coordinate with CDFW and obtain appropriate take authorization from CDFW (pursuant to Fish & Game Code, § 2080 et seq). The Project proponent shall comply with the mitigation measures detailed in the take authorization issued by CDFW. The Project proponent shall provide a copy of a fully executed take authorization to the City prior to implementing Project ground-disturbing activities and vegetation removal.

G-8 (CONT.)

Comment #4: Impacts on Bat Species

Issue: The EIR does not provide avoidance, minimization, and/or mitigation measures to reduce impacts to western mastiff bat, pallid bat, Townsend's big-eared bat, and canyon bat.

G-9

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Specific impacts: The Project would result in removal of trees and vegetation throughout the Project area which are the preferred roosting habitat for these species. Removal of this habitat could lead to the direct loss of bats. Indirect impacts may result from increased noise disturbances, human activity, dust, ground disturbing activities (e.g., staging, access, grading, excavating, paving), and vibrations caused by heavy equipment.

Why impact would occur: According to the EIR, a total of 307.92 acres of suitable foraging habitat for these bat species would be permanently impacted (page 4.3-37). In addition to suitable foraging habitat, the Project area provides potential roosting sites for the canyon bat and pallid bat (page 4.3-5). The EIR does not include any avoidance and minimization measures despite the potential impacts to these bat species. Project impacts may include, but is not limited to, roosting habitat loss, loss of foraging opportunities, and injury/mortality to adult and young bats. Additionally, extra noise, vibration, or the reconfiguration of large objects can lead to the disturbance of roosting bats which may have a negative impact on the species. Human disturbance can also lead to a change in humidity, temperatures, or the approach to a roost that could force the animals to change their mode of egress and/or ingress to a roost. Although temporary, such disturbance can lead to the abandonment of a maternity roost (Johnston et al. 2004). To reduce Project impacts on bat species, focused surveys should be conducted for bat detection. If the Project proceeds without surveys, bat roosts and individual bats may continue to be impacted.

G-9 (CONT.)

Evidence impact would be significant: Bats are considered non-game mammals and are afforded protection by State law from take and/or harassment (Fish & G. Code, § 4150; Cal. Code of Regs, § 251.1). Additionally, the bat species listed above with the exception of the canyon bat are considered Species of Special Concern and meet the CEQA definition of rare, threatened, or endangered species (CEQA Guidelines, § 15380). Take of SSC could require a mandatory finding of significance by the Lead Agency (CEQA Guidelines, § 15065).

Recommended Potentially Feasible Mitigation Measure(s):

Mitigation Measure #3: Bat Focused Surveys – The Project proponent shall retain a qualified bat specialist to conduct bat surveys throughout the Project area (plus a 100-foot buffer as access allows). These surveys shall identify potential habitat that could provide daytime and/or nighttime roost sites, and any maternity roosts. Acoustic recognition technology shall be utilized during the surveys to maximize detection of bats. A discussion of survey results, including negative findings, shall be provided to the City and CDFW.

G-10

Mitigation Measure #4: Tree Removal – If bats are not detected, but the bat specialist determines that roosting bats may be present, trees shall be pushed down using heavy machinery rather than felling with a chainsaw. To ensure the optimum warning for any roosting bats that may still be present, trees shall be pushed lightly two or three times,

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with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree shall then be pushed to the ground slowly and remain in place until it is inspected by a bat specialist. Trees that are known to be bat roosts shall not be bucked or mulched immediately. A period of at least 24 hours, and preferably 48 hours, shall elapse prior to such operations to allow bats to escape.

Mitigation Measure #5: Maternity Roosts – If the Project area supports maternity roosts, work shall be scheduled between October 1 and February 28, outside of the maternity roosting season when young bats are present but are ready to fly out of the roost (March 1 to September 30). If tree removal occurs during maternity season, trees identified as potentially supporting an active maternity roost shall be closely inspected by the bat specialist. Inspection of each tree shall be no more than 7 days prior to tree disturbance to determine the presence or absence of roosting bats more precisely. Trees determined to be maternity roosts shall be left in place until the end of the maternity season. Work shall not occur within 100 feet of or directly under or adjacent to an active roost and work shall not occur between 30 minutes before sunset and 30 minutes after sunrise.

G-10 (CONT.)

Comment #5: Impacts on California Species of Special Concern

Issue: The Project will impact SSC species without providing compensatory mitigation.

Specific Impact: Direct impacts to SSC could result from Project activities (e.g., equipment staging, mobilization, and grading); ground disturbance; vegetation clearing; trampling or crushing from construction equipment, vehicles, and foot traffic. Project ground-disturbing activities such as vegetation removal will also result in habitat destruction, causing the death or injury of adults, juveniles, eggs, or hatchlings.

Why impact would occur: During surveys, loggerhead shrike and LeConte's thrasher were observed within the Project area, and both bird species have the potential to nest and forage in areas currently slated for development under Phase I of the Project (page 4.3-26). There is also potential for burrowing owl to occur on site, and a short-eared owl was observed foraging during surveys. While there are several measures outlined in the EIR to avoid and minimize impacts on these species, none of them provide compensatory mitigation for Project impacts on SSC that were observed on site. With loss of roughly 304.17 acres of habitat supporting several SSC, implementation of the Project would contribute significantly to the cumulative loss of suitable habitat in the general vicinity of the Project area (see Comment #1). To offset the permanent loss of suitable habitat, compensatory mitigation should be provided. While the EIR states that the Project would impact a limited amount of habitat relative to the amount of available habitat, suitable habitat is quickly being developed for industrial, commercial, and residential uses without replacement of lost habitat.

G-11

Evidence impact would be significant: A California Species of Special Concern is a species, subspecies, or distinct population of an animal native to California that

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currently satisfies one or more of the following (not necessarily mutually exclusive) criteria:

1) if the species is extirpated from the State or, in the case of birds, is extirpated in its primary season or breeding role;
2) if the species is listed as threatened or endangered under ESA-, but not CESA-, threatened, or endangered;
3) if the species meets the State definition of threatened or endangered but has not formally been listed;
4) if the species is experiencing, or formerly experienced, serious (noncyclical) population declines or range retractions (not reversed) that, if continued or resumed, could qualify it for State threatened or endangered status; and
5) if naturally small populations exhibiting high susceptibility to risk from any factor(s), that if realized, could lead to declines that would qualify it for CESA threatened or endangered status (CDFW 2024c).

CEQA provides protection not only for CESA-listed species, but for any species including but not limited to SSC that can be shown to meet the criteria for State listing. These SSC meet the CEQA definition of rare, threatened, or endangered species (CEQA Guidelines, § 15380). The EIR does not provide mitigation for potential impacts on SSC. Inadequate avoidance, minimization, and mitigation measures for impacts to sensitive or special status species will result in the Project continuing to have a substantial adverse direct, indirect, and cumulative effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species by CDFW.

G-11 (CONT.)

Recommended Potentially Feasible Mitigation Measure(s)

Mitigation Measure #6: Compensatory Mitigation – Given that SSC have been confirmed and/or are expected to occur within the Project are, the Project proponent shall provide compensatory mitigation for temporary and permanent loss of any habitat supporting SSC. There shall be no net loss of habitat supporting SSC [CEQA Guidelines, § 15370(e)]. Compensatory mitigation shall be provided within the Project boundary at no less than 2:1. Mitigation shall provide appropriate habitat (depending on the species), refugia, and habitat structures that supports that species (e.g., woody material, rocks, brush piles, pools, burrows). Any proposed mitigation area/plan shall include a discussion on the territory size; nesting, breeding, foraging, and refuge locations; invasive, non-native plant and wildlife species present; food availability; and how all life cycle functions will be mitigated. Any mitigation plan for SSC shall be distributed and approved by CDFW prior to Project activities. The replacement habitat shall be protected in perpetuity under a conservation easement dedicated to a local land conservancy or other appropriate entity, which should include an appropriate endowment to provide for the long-term management of mitigation lands.

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Additional Comments

Reduced Project Alternative – Phase I. CDFW supports Reduced Project Alternative – Phase I as the environmentally superior alternative and strongly recommends that it be the preferred alternative for the Project. Under this alternative, approximately 297.8 acres of land involving Phases II through IV would remain undisturbed, which is an approximate 69% decrease in the development footprint from what is currently proposed. Reducing the Project footprint while meeting several of the Project objectives would significantly reduce permanent impacts to natural habitat (i.e., western Joshua tree woodland) and wildlife species. This alternative would also reduce Project impacts on special-status plants (i.e., CDNPA plants, crowned muilla, and western Joshua trees) and avoid five of the six potential burrowing owl burrows. With more available habitat, nesting and foraging opportunities for wildlife would remain consistent with its current condition. Expanding the open space to encompass areas subject to Phase II-IV would also accommodate local wildlife movement as compared to the proposed Project, and potentially circumvent the need for wildlife movement compensatory mitigation. To offset Project impacts that would occur in Phase I, the City and Project proponent should consider dedicating land designated for Phase II – IV development for wildlife conservation. If adoption of the Reduced Project Alternative Phase I is not feasible, CDFW recommends that additional alternative(s) be included in the environmental document that reduce the impacts associated with Phase I. Analysis of such an option or options would significantly reduce permanent impacts to biological resources in the event that Phases II through IV are implemented.

G-12 (CONT.)

Nesting Birds and Raptors. CDFW recommends that Mitigation Measure BIO-MM 2 is revised to incorporate the underlined language and omit the language in strikethrough:

> *To avoid impacts on active nests for common and special status birds and raptors, the Project Applicant shall schedule vegetation clearing ~~and blasting (blasting is not anticipated)~~ during the non-breeding season ~~(i.e., September 16 to January 31) to the extent feasible~~. If Project timing requires that vegetation clearing occur between February 1 (as early as January 1 for some raptors) ~~February 1~~ and September 15, the Project Applicant or its designee shall retain a qualified Biologist to conduct a pre-construction survey for nesting birds and raptors. The pre-construction survey shall be conducted by a qualified Biologist within three days prior to vegetation clearing. The pre-construction nesting bird survey area shall include the Project impact area (i.e., disturbance footprint) plus a ~~250-foot buffer to search for nesting birds and a~~ 500-foot buffer to search for nesting birds and raptors. If no active nests are found, no further mitigation would be required.*
>
> *If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors and a protective buffer of 300 feet shall be used to protect nesting birds. If appropriate, a smaller buffer may be considered (as determined by the*

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Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals at the nest), and the type of construction activity. No construction activities shall be allowed in the designated buffer until the Biologist determines that nesting activity has ended. Construction may proceed within the buffer area once the Biologist determines that nesting activity has ceased (i.e., fledglings have left the nest or the nest has failed). The designated buffer shall be clearly marked in the field and shall be mapped as Environmentally Sensitive Areas (ESAs) on construction plans.

Prior to the initiation of construction activities, an email summary of the results shall be submitted to the City by the Project Applicant with a map of any active nests found and their designated buffers. Construction shall be allowed to proceed if standard buffer distances are employed for any active nests. The Biologist shall then prepare a formal Letter Report describing methods used, results of the survey, recommended buffers, and/or justification for buffer reductions. The Letter Report shall be submitted to the City within one week of completion of the survey. If an active nest is observed during the survey, the Letter Report shall include a map showing the designated protective buffer.

G-13 (CONT.)

Coordination. CDFW appreciates that the EIR addressed NOP comments through discussion and focused surveys specific to western Joshua tree, Mohave ground squirrel, desert tortoise, and Swainson's hawk. As outlined in Mitigation Measure 3 and 4, for take of western Joshua trees, the Project proponent should obtain an Incidental Take Permit (ITP) under CESA or the Western Joshua Tree Conservation Act prior to the issuance of City permits, and mitigation should be provided as part of the ITP process. CDFW welcomes coordination with the City and Project proponent prior to adoption of the EIR to lessen significant impacts to the maximum extent feasible.

G-14

Data. CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database [i.e., CNDDB], which may be used to make subsequent or supplemental environmental determinations [Pub. Resources Code, § 21003, subd. (e)]. Accordingly, please report any special status species detected by completing and submitting CNDDB Online Field Survey Form (CDFW 2024d).The Project proponent should ensure that data was submitted data properly, with all data fields applicable filled out, prior to finalizing/adopting the environmental document. The data entry should also list pending development as a threat and then update this occurrence after impacts have occurred. The Project proponent should provide CDFW with confirmation of data submittal.

G-15

Mitigation and Monitoring Reporting Plan. CDFW recommends updating the EIR's proposed Biological Resources Mitigation Measures to include mitigation measures recommended in this letter. Mitigation measures must be fully enforceable through permit conditions, agreements, or other legally binding instruments [Pub. Resources Code, § 21081.6; CEQA Guidelines, § 15126.4(a)(2)]. As such, CDFW has provided comments and recommendations to assist the City in developing mitigation measures

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that are (1) consistent with CEQA Guidelines section 15126.4; (2) specific; (3) detailed (i.e., responsible party, timing, specific actions, location), and (4) clear for a measure to be fully enforceable and implemented successfully via mitigation monitoring and/or reporting program (Pub. Resources Code, § 21081.6; CEQA Guidelines, § 15097). The City is welcome to coordinate with CDFW to further review and refine the Project's mitigation measures. Per Public Resources Code section 21081.6(a)(1), CDFW has provided the City with a summary of our suggested mitigation measures and recommendations in the form of an attached Draft Mitigation and Monitoring Reporting Plan (MMRP; Attachment A).

G-16 (CONT.)

Filing Fees

The Project, as proposed, could have an impact on fish and/or wildlife, and assessment of filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the City and serve to help defray the cost of environmental review by CDFW. Payment of the fee is required in order for the underlying Project approval to be operative, vested, and final (Cal. Code Regs, tit. 14, § 753.5; Fish & Game Code, § 711.4; Pub. Resources Code, § 21089).

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Conclusion

CDFW appreciates the opportunity to comment on the Project to assist the City in adequately analyzing and minimizing/mitigating impacts to biological resources. CDFW requests an opportunity to review and comment on any response that the City has to our comments and to receive notification of any forthcoming hearing date(s) for the Project [CEQA Guidelines, § 15073(e)].

Questions regarding this letter or further coordination should be directed to Julisa Portugal[1], Environmental Scientist, at (562) 330-7563.

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Sincerely,

DocuSigned by:
5991E19EF8094C3...

Victoria Tang
Environmental Program Manager
South Coast Region

[1] Julisa.Portugal@wildlife.ca.gov

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ec: California Department of Fish and Wildlife
Jennifer Turner
Steve Gibson
Frida Diaz-Barriga
Cindy Hailey

References:

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

Attachment A: Draft Mitigation and Monitoring Reporting Plan

CDFW recommends the following language to be incorporated into a future environmental document for the Project.

Biological Resources (BIO)			
Mitigation Measure (MM) or Recommendation (REC)		**Timing**	**Responsible Party**
MM-BIO-1 – Crotch's Bumble Bee Survey	The Project proponent shall retain a qualified entomologist with the appropriate handling permits to conduct focused surveys. Focused surveys shall follow CDFW's Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species. Focused surveys shall also be conducted throughout the entire Project area during the appropriate flying season to ensure no missed detection of Crotch's bumble bee occurs. Survey results, including negative findings, shall be submitted to CDFW and the City prior to implementing Project ground-disturbing activities.	Prior to Project ground-disturbing activities	Project Proponent/ Qualified Entomologist
MM-BIO-2 – Incidential Take Permit	If Crotch's bumble bee is detected the Project proponent shall coordinate with CDFW and obtain appropriate take authorization from CDFW. The Project proponent shall comply with the mitigation measures detailed in the take authorization issued by CDFW. The Project proponent shall provide a copy of a fully executed take authorization to the City prior to implementing Project ground-disturbing activities and vegetation removal.	Prior to Project ground-disturbing activities and vegetation removal	Project Proponent

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MM-BIO-3- Bat Surveys	The Project proponent shall retain a qualified bat specialist to conduct bat surveys throughout the Project area (plus a 100-foot buffer as access allows). These surveys shall identify potential habitat that could provide daytime and/or nighttime roost sites, and any maternity roosts. Acoustic recognition technology shall be utilized during the surveys to maximize detection of bats. A discussion of survey results, including negative findings, shall be provided to the City and CDFW.	Prior to Project activities	Project Proponent/ Bat Specialist
MM-BIO-4- Tree Removal	If bats are not detected, but the bat specialist determines that roosting bats may be present, trees shall be pushed down using heavy machinery rather than falling with a chainsaw. To ensure the optimum warning for any roosting bats that may still be present, trees shall be pushed lightly two or three times, with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree shall then be pushed to the ground slowly and remain in place until it is inspected by a bat specialist. Trees that are known to be bat roosts shall not be bucked or mulched immediately. A period of at least 24 hours, and preferably 48 hours, shall elapse prior to such operations to allow bats to escape.	During Project activities	Project Proponent/ Bat Specialist
MM-BIO-5- Maternity Roosts	If the Project area supports maternity roosts, work shall be scheduled between October 1 and February 28, outside of the maternity roosting season when young bats are present but are ready to fly out of the roost (March 1 to September 30). If tree removal occurs during maternity season, trees identified as potentially supporting an active maternity roost shall be closely inspected by the bat specialist. Inspection of each tree shall be no more than 7 days prior to tree disturbance to determine the presence or	During Project activities	Project Proponent/ Bat Specialist

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	absence of roosting bats more precisely. Trees determined to be maternity roosts shall be left in place until the end of the maternity season. Work shall not occur within 100 feet of or directly under or adjacent to an active roost and work shall not occur between 30 minutes before sunset and 30 minutes after sunrise.		
MM-BIO-6 – Compensatory Mitigation	The Project proponent shall provide compensatory mitigation for temporary and permanent loss of any habitat supporting SSC. There shall be no net loss of habitat supporting SSC. Compensatory mitigation shall be provided within the Project boundary at no less than 2:1. Mitigation shall provide appropriate habitat (depending on the species), refugia, and habitat structures that supports that species (e.g., woody material, rocks, brush piles, pools, burrows). Any proposed mitigation area/plan shall include a discussion on the territory size; nesting, breeding, foraging, and refuge locations; invasive, non-native plant and wildlife species present; food availability; and how all life cycle functions will be mitigated. Any mitigation plan for SSC shall be distributed and approved by CDFW prior to Project activities. The replacement habitat shall be protected in perpetuity under a conservation easement dedicated to a local land conservancy or other appropriate entity, which should include an appropriate endowment to provide for the long-term management of mitigation lands.	Prior to Project activities	Project Proponent
MM-BIO-7 – Mitigation Measure BIO MM 2	To avoid impacts on active nests for common and special status birds and raptors, the Project Applicant shall schedule vegetation clearing during the non-breeding season. If Project timing requires that vegetation clearing occur between February 1 (as early as January 1 for some	Prior to and during Project activities	Project Proponent/ Qualified Biologist

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	raptors) and September 15, the Project Applicant or its designee shall retain a qualified Biologist to conduct a pre-construction survey for nesting birds and raptors. The pre-construction survey shall be conducted by a qualified Biologist within three days prior to vegetation clearing. The pre-construction nesting bird survey area shall include the Project impact area (i.e., disturbance footprint) plus a 500-foot buffer to search for nesting birds and raptors. If no active nests are found, no further mitigation would be required. If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors and a protective buffer of 300 feet shall be used to protect nesting birds. If appropriate, a smaller buffer may be considered (as determined by the Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals at the nest), and the type of construction activity. No construction activities shall be allowed in the designated buffer until the Biologist determines that nesting activity has ended. Construction may proceed within the buffer area once the Biologist determines that nesting activity has ceased (i.e., fledglings have left the nest or the nest has failed). The designated buffer shall be clearly marked in the field and shall be mapped as Environmentally Sensitive Areas (ESAs) on construction plans. Prior to the initiation of construction activities, an email summary of the results shall be submitted to the City by		

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	the Project Applicant with a map of any active nests found and their designated buffers. Construction shall be allowed to proceed if standard buffer distances are employed for any active nests. The Biologist shall then prepare a formal Letter Report describing methods used, results of the survey, recommended buffers, and/or justification for buffer reductions. The Letter Report shall be submitted to the City within one week of completion of the survey. If an active nest is observed during the survey, the Letter Report shall include a map showing the designated protective buffer.		
REC 1 – Cumulative Impact Analysis Revision	CDFW recommends the City re-evaluate the cumulative impacts of the Project and amend the cumulative impact analysis in the EIR to include a discussion regarding additional developments along Columbia Way and in the general vicinity. General and specific plans, as well as past, present, and anticipated future projects, should be analyzed relative to their impacts on similar plant and wildlife species, habitat, and vegetation communities. If the City continues to remain certain in their position that the Project would not have a cumulative impact, the EIR should indicate why the cumulative impact is not significant supported by facts and analyses.	Prior to adopting CEQA document	Lead Agency
REC 2 – Wildlife Movement Revision	CDFW recommends the environmental document be revised to include a wildlife movement study, which includes modeling based on data. Impacts that should be included in the discussion and analysis of wildlife movement include (but are not limited to) habitat loss and fragmentation, narrowing of the wildlife corridor within the Project area, and the introduction of barriers to wildlife movement. CDFW recommends such an analysis be	Prior to adopting CEQA document	Lead Agency

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	supported by studies to document wildlife activity and movement through Project area with emphasis on where development is proposed. If avoidance of the corridor encroachment is not feasible, the EIR should provide measures to mitigate the Project's significant impacts to local wildlife movement.		
REC 3 – Crotch's Bumble Bee Discussion	The EIR should be revised to provide a discussion on habitat suitability for Crotch's bumble bee within and adjacent to the Project site. The discussion should also disclose the Project's potential direct and indirect impacts on Crotch's bumble bee. If the Project may impact Crotch's bumble bee, the EIR should provide measures to minimize, and/or mitigate potential impacts to Crotch's bumble bee as well as habitat supporting the species. The discussion should be of a depth and scope that a CESA Incidental Take Permit can be issued based on the analysis provided in the EIR.	Prior to adopting CEQA document	Lead Agency
REC 4 – CEQA	To minimize additional requirements by CDFW pursuant to Fish and Game Code section 2081 and/or under CEQA, a project's CEQA document should fully identify the potential impacts to Crotch's bumble bee and provide adequate avoidance, mitigation, monitoring, and reporting commitments for issuance of the ITP.	Prior to adopting CEQA document	Lead Agency
REC 5 – Reduced Project Alternative – Phase I	To offset Project impacts that would occur in Phase I, the City and Project proponent should consider dedicating land designated for Phase II – IV development for wildlife conservation. If adoption of the Reduced Project Alternative Phase I is not feasible, CDFW recommends that additional alternative(s) be included in the environmental document that reduce the impacts associated with Phase I. Analysis of such an option or	Prior to adopting CEQA document	Lead Agency

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	options would significantly reduce permanent impacts to biological resources in the event that Phases II through IV are implemented.		

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(CONT.)

RESPONSES TO COMMENT LETTER G:
California Department of Fish and Wildlife (CDFW)

G-1 In this introductory comment, the California Department of Fish and Wildlife (CDFW), thanks the City for the opportunity to comment on the DEIR. The comment is acknowledged. No further response is required.

G-2 The commenter states that CDFW is a Trustee Agency for fish and wildlife resources and is also submitting comments as a Responsible agency under CEQA. The comment is acknowledged. No further response is required.

G-3 The commenter provides a description and summary of the proposed Project and its alternatives, timeline, location, biological setting and history. The commenter's summary of the Project and its alternatives and the general description of the Project site's biological setting summary generally are accurate, although it should be noted that the DEIR did not identify the presence of habitat for the Crotch's bumble bee as is erroneously stated by this comment. As this comment otherwise accurately describes the Project and the Project's biological setting, no response is necessary.

G-4 The commenter introduces comments following CDFW's review of the proposed Project. The comment is acknowledged. Please refer to Responses G-5 through G-20 for responses to CDFW's comments.

G-5 The commenter opines that the DEIR does not sufficiently analyze cumulative impacts to biological resources as it results to loss of undeveloped land in the City and states that clearing and grading would contribute to the loss of nesting and foraging habitat for burrowing owl, Loggerhead shrike, LeConte's thrasher, desert kit fox, and additional flora and fauna. The commenter disagrees with the DEIR's statement that impacts would be less than cumulatively considerable and states that there has been a rapid increase of development in the City which has led to ongoing habitat loss. The commenter adds that the cumulative impact analysis does not discuss current and future projects occurring in close proximity to the proposed Project such as Palmdale Logistics Park (SCH #2022080668), Palmdale Logistics Center (SCH #2023090551), Palmdale Warehouse (SCH #2022010581), and Site Plan Review 24-003, General Plan Amendment 24-001, and Zone Change 24-001 (pre-consultation). The commenter states that CDFW believes that cumulative impacts of the Project on biological resources could be cumulatively considerable. The commenter recommends the City re-evaluate and amend the cumulative impact analysis to include discussion regarding additional developments along Columbia Way / East Avenue M and in the general vicinity and recommends that general and specific plans, as well as past, present and future projects be analyzed.

The commenter is referred to DEIR subsection 4.0.2, *Scope of Cumulative Effects Analysis*. As discussed on page 4.0-2 of the DEIR:

> "*CEQA Guidelines § 15130(b) describes two acceptable methods for identifying a study area for purposes of conducting a cumulative impact analysis. These two approaches include: 1) a list of past, present, and probable future projects producing related or cumulative impacts, including if necessary, those projects outside the control of the agency (the list of projects approach), or 2) a summary of projections contained in an adopted general plan or related planning document, or in a prior environmental document which has been adopted or certified, which described or evaluated regional or area-wide conditions contributing to the cumulative impact (the summary of projections approach).*
>
> *Given the recent adoption of the City of Palmdale General Plan (Palmdale 2045) in October 2022, and the Project site's location in the center of the City, the summary of projections approach is used in this EIR. This methodology was determined to be appropriate because Palmdale 2045 is the City's long-range planning document which in combination with its Final EIR contain a sufficient amount of information to enable a comprehensive analysis of cumulative effects for all subject areas. Under this approach, the cumulative analyses contained in most subsections of this EIR Section 4.0 consider impacts to each issue area based on the presumed buildout of Palmdale 2045…*" (DEIR at p. 4-2)

As discussed in the introduction to cumulatively-considerable impacts to biological resources in DEIR subsection 4.3.5:

> "*This cumulative impact analysis for biological resources considers development of the Project site in conjunction with other development projects in the vicinity of the Project site as well as full General Plan buildout in the City. As noted in Subsection 4.3.1, the regional setting of the Project includes the portion of the Mojave Desert encompassed by the USGS' Palmdale, Lancaster East, Lancaster West, Alpine Butte, Littlerock, and Ritter Ridge 7.5-minute quadrangles that generally extends north to Rosamond, east to 70th Street East, south to the north slope San Gabriel Mountains, and west to 70th Street West.*" (DEIR at p. 4.3-36)

Thus, the analysis presented in DEIR subsection 4.3.5 anticipated full buildout of the City of Palmdale and all other jurisdictions within the Project vicinity, and did not rely on the "list of past, present, and probable future projects" as also is allowed pursuant to CEQA Guidelines Section 15130(b)(1). As such, CEQA does not require the cumulative impact analysis for biological resources to list other specific development projects that may also have an adverse effect on wildlife corridors/linkages.

As noted in the comment, the DEIR incudes biological resources impact analyses and concludes that because implementation of the Project would impact a limited amount of habitat relative to the amount of habitat available for these species in the region, impacts would be less than cumulatively considerable. The comment states that "there has been a rapid increase of development (i.e., industrial, commercial, and residential) within the City and throughout the Antelope Valley, which has led to ongoing loss of suitable habitat." This statement is acknowledged but the 'rate' at which development

has occurred is not an element of a cumulative analysis and is therefore not considered in the DEIR analysis.

The DEIR's cumulative impact analysis evaluates the Project region which is a substantially larger area than the City of Palmdale. The City of Palmdale covers approximately 129,032 acres while the six identified USGS 7-minute regional quadrangles incorporates approximately 235,628 acres, and Antelope Valley stretches over approximately 1,566,997 acres based on CalFire Vegetation data (Department of Forestry and Fire Protection, 2022 update). The analysis in the DEIR considered the Project impacts combined with impacts of past projects, other current projects, and probable future projects in the region. Although the cumulative impacts result in loss of vegetation and habitat for plant and wildlife species of the region, it does not limit the regional population of those species from persisting due to the continued availability of expansive undeveloped acreage with suitable habitat in the region. As stated in the comment, the DEIR indicates that implementation of the Project would result in loss of approximately 304.17 acres of habitat. Based on CalFire Vegetation data, this represents approximately 0.19 percent of the total remaining undeveloped lands with native vegetation within the 6-quad regional area (approximately 156,590 acres). Within the larger Antelope Valley, this represents approximately 0.02 percent of the total remaining undeveloped lands with native vegetation (approximately 1,393,735 acres).

Further narrowing the analysis to exclude montane vegetation and include only desert communities provides a closer comparison. Based on CalFire Vegetation data, the Project impacted habitat represents approximately 0.21 percent of the total remaining undeveloped native desert vegetation types within the 6-quad regional area (approximately 142,145 acres). Within the larger Antelope Valley, this again represents approximately 0.02 percent of the total remaining undeveloped native desert vegetation types (approximately 1,379,078 acres). Refining the analysis further to include only upland vegetation types; desert scrub, desert wash, Joshua tree, juniper, and sage brush provides still a closer comparison of similar habitat types. Based on CalFire Vegetation data, the Project impacted habitat represents approximately 0.47 percent of the total remaining undeveloped native desert upland vegetation types within the 6-quad regional area (approximately 64,114 acres). Within the larger Antelope Valley, this again represents approximately 0.03 percent of the total remaining undeveloped native desert vegetation types (approximately 904,422 acres). It is acknowledged that the CalFire Vegetation data has not been updated since 2022. As a result, undeveloped lands are expected to comprise less land than described herein. However, taking into account such development and estimating a conservative doubling of the percentages calculated above, results in a percentage of less than 1 percent.

The comment states that "All of the projects in addition to the proposed Project would develop a total of approximately 656.57 acres of currently vacant land." Based on the CalFire data, this would represent 1 percent of the total remaining undeveloped native desert upland vegetation types within the 6-quad regional area. The plant and wildlife species occurring on the Project site, including those mentioned in the comment (burrowing owl, Loggerhead shrike, LeConte's thrasher, and desert kit fox)

are not specialists of any particular feature on the Project site but rather occur throughout the region, and further beyond for many species, where suitable habitat is available.

Lastly, it should be noted that BIO MM-3 (page 4.3-42 of the DEIR) requires that the applicant secure an Incidental Take Permit (ITP) from CDFW pursuant to the California Endangered Species Act (CESA). The ITP, either Western Joshua Tree Conservation Act or standard CESA, would include mitigation in the form of in lieu payment or habitat preservation. Joshua tree woodland accounts for approximately 66% of the impacted acreage of the Project. Consequently, the majority of the habitat on the site requires direct coordination with CDFW and agreed upon mitigation conditions prior to project implementation. The CDFW ITP mechanism is expected to result in habitat enhancement, restoration, creation, and or preservation in the region. As a result, plant and wildlife species associated with the dominant vegetation type on the Project site are expected to benefit from such mitigation further reducing cumulative impacts.

Based on the foregoing discussion and analysis, no revision to the DEIR is warranted pursuant to this comment.

G-6 The commenter states that the Project may impact local wildlife movement. The commenter requests that a wildlife movement study be conducted which includes data, maps, and diagrams to provide a full assessment of significant environmental impacts. The commenter recommends that the EIR is revised to include analysis of habitat loss and fragmentation, narrowing of the wildlife corridor within the Project area, and the introduction of barriers to wildlife movement.

The wildlife movement impact analysis presented in the DEIR (refer to the analysis of Threshold d in DEIR subsection 4.3.4) is based on data gathered from biological surveys on the site and adjacent areas and review of aerial imagery. It is expected that the wildlife occurring in the Project area may move to and from adjacent undeveloped areas. Similarly, it is assumed that wildlife occurring on adjacent undeveloped lands may move to and from the Project site and other adjacent lands. It can also be assumed that some areas may be traversed more frequently than others for a variety of reasons such as cover and other topographic conditions. These assumptions can be deduced without a specific wildlife movement field study or modeling and are expected due to the presence of wildlife verified by biological survey data. Further review of aerial imagery shows that the adjacent undeveloped lands are confined on all sides by development.

Movement within the undeveloped block is local movement. Local movement occurs at many scales dependent on the species but generally consists of individuals within a population, and sub populations in this case, moving throughout home ranges. The Project would result in fragmentation of the undeveloped block and would result in further constraints to local wildlife movement. However, the Project would not affect larger population species genetics. The individuals, or sub populations, within the undeveloped block represent one isolated area. While making isolated habitat areas smaller would

further limit the carrying capacity of that area and restrict movement further, the effect is limited to individuals and groups of individuals in that area.

Currently, aerial imagery shows no habitat connectivity between the block of undeveloped land and any other large tract of undeveloped land. There is no regional connectivity for land movement. As a result, the Project would not affect regional movement and thereby would not negatively affect critical genetic movement within the regional populations. Furthermore, Mitigation Measure BIO MM-9 (page 4.3-47 of the DEIR) requires the applicant to ensure that night lighting is directed away from open space areas and shielding is incorporated in the final Project design to minimize spillover of night lighting into adjacent open space to the greatest extent practicable. Any such light fixture installed adjacent to open space areas are required to direct/reflect light downward and away from adjacent habitat areas. This measure reduces impacts on adjacent undeveloped lands and reduces impacts on post Project adjacent wildlife movement. Other measures, including BIO MM-10, 11, and 12 (pages 4.3-42 and 4.3-43 of the DEIR) also contribute to minimizing impacts on adjacent areas which would allow for continued local movement.

Accordingly, the City finds that the DEIR included an appropriate analysis and conclusion with respect to the Project's impacts to wildlife movement, and further finds that the DEIR's conclusion that Project impacts to wildlife movement corridors was based on substantial evidence. Accordingly, no revision to the DEIR is warranted pursuant to this comment.

G-7 The commenter states that the Project may adversely impact Crotch's bumble bee because the Project area is within the home range for this species. The commenter recommends the City revise the DEIR to include discussion on habitat suitability within and adjacent to the Project site; the Project's potential direct and indirect impacts; and measures to minimize or mitigate potential impacts to the Crotch's bumble bee. The commenter states that the discussion should be of depth and scope that a CESA Incidental Take Permit (ITP) can be issued based on the analysis.

Evidence of Crotch's bumble bee (*B. crotchii*) occurrence in the desert region is limited and suggests that they quickly taper off as one moves north from the foothills and into the desert basin. The historic range of Crotch's bumble bee extends from central California south to Baja California del Norte, Mexico, and includes coastal areas east to the edges of the deserts and the Central Valley, but largely excluding mountainous areas of California (Thorp et al., 1983). A commonly trusted source on bumble bees states in reference to Crotch's bumble bee: "It does not penetrate far into desert regions" (Williams et al 2014). Additionally, a review of the six USGS quadrangles of the Project region results in only three records (CDFW 2024). One record is from 1971 with a location statement of "Exact location unknown, mapped by CNDDB about 3 road miles west of the center of Lancaster" which would be more than several miles from the Project site. A second record is from 1931 with a location statement of "Exact location unknown, mapped by CNDDB in the general vicinity of Palmdale." The third record is from 1945 and includes a location statement of "Exact location unknown, mapped by CNDDB at the community of Littlerock, SE of Palmdale." The CNDDB is limited to three historic records, all of

which are more than 50 years old, all of which are unknown as to the exact location, and only one of which may potentially have been in Palmdale. Records in iNaturalist are abundant throughout Southern California and become sparse moving into the desert and there are no records within Palmdale (iNaturalist 2024). Additionally, there are no available records of Crotch's bumble bee nesting within the region. In review of the available scientific data, Crotch's bumble bee is extremely uncommon in the Project region. The uncommonness is consistent in the historical record as noted above which suggests that the species is likely to have always been rare in the region based on habitat suitability and range restrictions. As a result, it is reasonable to conclude that Crotch's bumble bee is not expected to occur on the Project site, and thus, not expected to be impacted by Project implementation. Without impacts to the species, an Incidental Take Permit would not be required. Accordingly, the commenter's Recommendation Nos. 3 and 4 and recommended Mitigation Measures Nos. 1 and 2 are unwarranted because no impacts to the Crotch's bumble bee would occur as a result of the Project; thus, no revisions to the DEIR are warranted pursuant to this comment. Although it was determined that Crotch's bumble bee has no reasonable potential to occur on the Project site and thus impacts under CEQA were determined to be less than significant, in order to confirm absence of the species prior to construction activities, the following mitigation measure has been included in the Final EIR.

BIO MM- 13 So long as the Crotch's bumble bee remains a California State Candidate Endangered Species, or becomes listed as an endangered or threatened species, the following measures shall be required, including seasonal avoidance, construction site management, and nest avoidance verified through pre-construction surveys. Implementation of these measures will avoid Take and reduce impacts to less than significant. If Take cannot be avoided, the Project Applicant shall obtain an Incidental Take Permit (ITP) from the CDFW.

1. **Seasonal Avoidance** – Crotch's bumble bee colonies are active in the spring and summer months (approximately February 1 through September 30). Breeding occurs during this period. Prior to the issuance of any clearing, grading, building, or other permit that would authorize vegetation clearance, a Qualified Biologist shall identify and visibly mark in the field with fencing, stakes, or flags with rope/cord, all areas of suitable Crotch's bumble bee habitat. No clearance of suitable habitat for any Project-related purpose shall be permitted to occur in the marked area(s) between February 1 and September 30. Avoidance of all direct impacts to suitable habitat on the Project site during this time period will avoid Take of an active colony and prevent impacts to breeding.

2. **Pre-construction Nest Survey** – Prior to disturbing or clearing suitable Crotch's bumble bee habitat areas (which may only occur between October 1 and January 31), a Biological Monitor(s) shall conduct a pre-construction survey for Crotch's bumble bee nests. Pre-construction surveys must be completed no more than three weeks prior to the initiation of ground disturbing activities. Biological Monitors shall be knowledgeable and experienced in the biology, natural history, collecting and handling of the Crotch's bumble bee. The City shall not issue a clearing, grading, building, or other permit that would authorize clearance of suitable habitat until the Biological Monitor submits written results of the pre-construction survey verifying that no Crotch's bumble bee nests are

present in the area proposed for disturbance. Verification of no nesting will confirm that the vegetation is only utilized for seasonal foraging. If nests are present, the City shall not allow disturbance to or clearance of the nesting habitat without issuance of an Incidental Take Permit (ITP) by the California Department of Fish and Wildlife (CDFW).

3. **Construction Site Management** – The following measures are recommended as best management practices during construction activities that occur within 500 feet of suitable Crotch's bumble bee habitat. These requirements shall be noted on applicable construction documents and shall be included as provisions in construction contractor agreements.
    a. Trash Abatement. A trash abatement program shall be initiated before starting construction activities. Trash and food items shall be contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators to Crotch's bumble bee.
    b. Erosion Control Materials. The use of erosion control materials potentially harmful to Crotch's bumble bee, such as monofilament netting (erosion control matting) or similar material shall be prohibited. An acceptable substitute is coconut coir matting. To limit introduction of invasive plant species, erosion control materials shall be limited to include straw, rice straw and/or weed-free straw and the use of hay shall be avoided.
    c. Pesticide Use. Pesticides, including herbicides, insecticides, or rodenticides shall not be used unless there are no other feasible options. If pesticides need to be used, the use of neonicotinoid pesticides and pesticides marked with the US Environmental Protection Agency's bee hazard icon shall be prohibited. Preferentially use chemicals that are rated green/III in California Agricultural and Natural Resources (UC ANR), Statewide Integrated Pest Management Program (UC IPM) Bee Precaution Pesticide Ratings. Additionally, mixtures with fungicides and adjuvants, like those that contain alkylphenol ethoxylates, shall be prohibited because these have been shown to increase the risk of pesticide toxicity to bees.
    d. Construction Lighting Minimization. If construction activities will occur at night, all construction-related lighting shall be shielded or directed away from Crotch's bumble bee habitat. All construction lighting used shall be yellow or orange lighting

G-8 The commenter states that the EIR does not provide avoidance, minimization, or mitigation measures to reduce impacts to western mastiff bat, pallid bat, Townsend's big-eared bat, and canyon bat. The commenter states that 307.92 acres of suitable foraging habitat for these species would be permanently impacted by the Project, and that the Project provides potential roosting sites for the canyon bat and pallid bat. The commenter recommends focused surveys be conducted to reduce impacts to bat species.

Mitigation for bats is not included in the DEIR because the impacts were determined to be less than significant. Although multiple special status bats species are known to occur in the region and the site may be utilized by such species, the remaining undeveloped land with suitable habitat in the Project region for these wide-ranging species is expected to continue to support regional populations. Consequently, the loss of habitat resulting from the Project would not be expected to result in a measurable change in regional population size for bat species. Furthermore, the loss of individual bats is unlikely due to the BIO MM-1 (Avoidance and Minimization Measures to Avoid Incidental Take of Joshua Tree/Joshua Tree Woodland and Species of Special Concern) (page 4.3-40 of the DEIR) which requires presence of a biological monitor and BIO MM-3 (page 4.3-42 of the DEIR) which requires the Project Applicant to acquire an ITP from CDFW pursuant to CESA. The ITP likely would include relocation of a portion of the western Joshua trees on site. The relocation efforts would be expected to simulate a multi-step removal disturbing trees to be removed and others in the process prior to felling. In addition, the ITP, as required by either Western Joshua Tree Conservation Act and/or California Endangered Species Act (CESA), would include mitigation in the form of in lieu payment or habitat preservation. Joshua tree woodland accounts for approximately 66% of the impacted acreage of the Project. Consequently, the majority of the habitat on the site requires direct coordination with CDFW and agreed upon mitigation conditions prior to project implementation. The CDFW ITP mechanism is expected to result in habitat enhancement, restoration, creation, and or preservation in the region. As a result, bats species associated with Joshua tree woodland on the Project site are expected to benefit from such mitigation further reducing Project impacts. As the mitigation presented in the DEIR already requires appropriate permits from CDFW, which would require implementation of measures that would address potential impacts to bat species, no revision to the DEIR is warranted pursuant to this comment.

G-9 The commenter provides recommended mitigation measures regarding focused bat surveys; tree removal; and maternity roosts. The commenter is referred to the response to Comment G-8, which explains why mitigation already presented in the DEIR would serve to mitigate any potential impacts to bat species. Accordingly, no additional mitigation measures are required, and no revision to the DEIR is warranted pursuant to this comment.

G-10 The commenter states that the Project will impact Species of Special Concern (SSC) without providing compensatory mitigation. The commenter adds that although there are several measures outlined in the EIR to avoid and minimize impacts on SSC, none of them provide compensatory mitigation for Project impacts on SSC that were observed on site. The commenter states that with the loss of approximately 304.17 acres of habitat supporting SSC, the Project would significantly contribute to the cumulative loss of suitable habitat in the general vicinity of the Project area. The DEIR acknowledges potential adverse effect on SSC species due to loss of habitat.

As noted in the comment, there are several measures outlined in Section 4.3, *Biological Resources*, of the DEIR to avoid and minimize impacts on these species.

In regard to mitigation measure BIO MM-1 (Avoidance and Minimization Measures to Avoid Incidental Take of Joshua Tree/Joshua Tree Woodland and Species of Special Concern) (page 4.3-40 through 4.3-41 of the DEIR) requires that a qualified biological monitor is present for all vegetation removal activities, to ensure that incidental construction impacts on Western Joshua trees and special status wildlife species are avoided or minimized to the maximum extent practical. This measure details requirements such as: 1) The Dedicated Biologist (the monitor) shall possess Scientific Collection Permits from CDFW for sensitive species that have a reasonable potential of being encountered on the site on the basis of suitable habitat; 2) the Dedicated Biologist shall be on the site full time during vegetation removal and grading activities; 3) should any sensitive species be observed, the Dedicated Biologist shall have the authority to pause or redirect construction equipment away from observed sensitive species and direct or move the species out of harm's way to the extent practicable, to a location of suitable habitat outside of the Project's impact footprint. Construction work may recommence in areas where sensitive species were observed only after the Dedicated Biologist has determined it is safe to do so; 4) the Dedicated Biologist shall remain on site daily during ground disturbing activities and vegetation removal to advise workers to proceed with caution and ensure that sensitive wildlife, if present, is not unnecessarily harmed; 5) prior to issuance of the first permit that authorizes vegetation removal or ground disturbance, the Dedicated Biologist shall prepare and submit to the City a Wildlife Relocation Plan describing all wildlife species that could occur within the Project site and proper handling and relocation protocols; 6) the Wildlife Relocation Plan shall include species-specific relocation areas, at least 200 feet outside of the Project site and in suitable and safe relocation areas; 7) no wildlife nests, eggs, or nestlings may be removed or relocated at any time; 8) if the Dedicated Biologist or construction contractor observe that any wildlife species of special concern (SSC) are harmed or a dead or injured animal is found, construction work in the immediate area shall stop immediately, the Dedicated Biologist shall be notified, and the dead or injured wildlife shall be documented and a formal report shall be sent to CDFW and the City within three calendar days of the incident or finding detailing the date, time of the finding or incident (if known), and location of the carcass or injured animal and circumstances of its death or injury (if known); 9) work in the immediate area may only resume once the proper notifications have been made and additional measures have been identified to prevent additional injury or death; and 10) the Dedicated Biologist shall coordinate directly with the Project's construction contractor(s) involved in vegetation clearing and ground disturbing construction activities.

In regard to mitigation measure BIO MM-2 (Protection of nesting birds/raptors) (page 4.3-41 through 4.3-42 of the DEIR) is designed to avoid impacts on active nests for common and special status birds and raptors. This measure requires that the Project Applicant schedule vegetation clearing and during the non-breeding season to the extent feasible. If Project timing requires vegetation clearing occur during the nesting season, the Project applicant must conduct a nest survey by a qualified Biologist within three days prior to vegetation clearing. If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors. If appropriate, a smaller buffer may be considered (as determined by the Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals at the nest), and the type of construction activity. No construction activities shall be allowed

in the designated buffer until the Biologist determines that nesting activity has ended. Construction may proceed within the buffer area once the Biologist determines that nesting activity has ceased (i.e., fledglings have left the nest, or the nest has failed). The designated buffer shall be clearly marked in the field and shall be mapped as Environmentally Sensitive Areas (ESAs) on construction plans. Prior to the initiation of construction activities, an email summary of the results shall be submitted to the City by the Project Applicant with a map of any active nests found and their designated buffers. Construction shall be allowed to proceed if standard buffer distances are employed for any active nests. The Biologist shall then prepare a formal Letter Report describing methods used, results of the survey, recommended buffers, and/or justification for buffer reductions. The Letter Report shall be submitted to the City within one week of completion of the survey. If an active nest is observed during the survey, the Letter Report shall include a map showing the designated protective buffer.

In regard to mitigation measure BIO MM-7 (Burrowing Owl Pre-Construction Survey) (page 4.3-45 through 4.3-46 of the DEIR) requires burrowing owl surveys and protection if present based on the Staff Report on Burrowing Owl Mitigation (CDFG 2012). The Project applicant is required to retain a qualified Biologist to conduct a pre-construction survey for the burrowing owl no less than 14 days prior to any ground disturbance by the Project and no greater than 30 days prior to ground disturbance in each Project area. The pre-construction survey shall include the area of proposed disturbance plus a 500-foot buffer (if access is available). If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it cannot be avoided, the burrowing owl shall be passively excluded from the burrow following methods described in CDFG 2012. One-way doors shall be used to exclude owls from the burrows; doors shall be left in place for at least 48 hours. Once the burrow is determined to be unoccupied, as verified by site monitoring, the burrow shall be closed by a qualified Biologist who shall excavate the burrow using hand tools. Prior to excluding an owl from an active burrow, a receptor burrow survey shall be conducted to confirm that at least two potentially suitable unoccupied burrows are within approximately 688 feet prior to installation of the one-way door. If two natural receptor burrows are not located, one artificial burrow shall be created for every burrow that would be closed. If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it can be avoided, the Biologist shall determine an appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 160 feet to 1,640 feet depending on the level of impact and the time of year. The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. If an active burrow is observed during the breeding season (i.e., February 1 to August 31), the active burrow shall be protected until nesting activity has ended (i.e., all young have fledged from the burrow). The Biologist shall determine the appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 650 to 1,640 feet depending on the level of impact and the time of year. The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. Construction shall be allowed to proceed when the qualified Biologist has

determined that all fledglings have left the nest. Compensatory mitigation for the loss of foraging habitat shall be satisfied with implementation of MM

In regard to mitigation measure BIO MM-4. (Joshua Tree Woodland) page 4.3-42 through 4.3-44 of the DEIR). Upon completion of the pre-construction burrowing owl survey, a Letter Report shall be prepared and submitted to CDFW documenting the results of the survey within two weeks of completion of the survey effort. If an active burrow is observed, the Letter Report shall include a description of the protective buffer that has been designated and a summary of any additional correspondence with the CDFW. If time lapses of greater than 30 days occur during construction in a particular portion of the work area, an additional survey shall be conducted by a qualified Biologist within 24 hours prior to vegetation clearing and/or ground disturbance in that area. If any new burrowing owl burrows are observed, the conditions above shall be applied.

In regard to mitigation measure, BIO MM-8 (Desert Kit Fox/American Badger Burrows) (page 4.3-46 through 4.3-47 of the DEIR) requires protection of desert kit fox and American badger burrows. The Project Applicant must retain a qualified Biologist to conduct a pre-construction burrow survey for desert kit fox and American badger no less than 14 days and no more than 30 days prior to initiation of ground disturbance/construction activities. Ideally, this survey shall be conducted outside the breeding season (i.e., February 1 to September 15) to allow for passive exclusion, if necessary. The pre-construction survey shall include the Project site plus a 200-foot buffer (if access is available). If an active burrow is observed outside the breeding season (i.e., September 16 to January 31) and it cannot be avoided, the burrow shall be closed using passive exclusion. One-way doors shall be used to exclude American badgers from their burrows; doors shall be left in place for at least five nights. Progressive soil blocking shall be used to discourage use by desert kit fox. Once the burrow is determined to be unoccupied (i.e., not used for five nights), as verified by site monitoring (e.g., wildlife cameras), the burrow shall be closed by a qualified Biologist who shall excavate the burrow using hand tools. If an active burrow is observed outside the breeding season (i.e., September 16 to January 31) and it can be avoided, a 50-foot protective buffer shall be delineated around the burrow. The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant shall consult with CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. If an active den is observed during the breeding season (i.e., February 1 to September 15), the active den shall be protected with a 100-foot buffer until breeding activity has ended. The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting the occupied den. Construction shall be allowed to proceed when the qualified Biologist has determined that the burrow is no longer active based on site monitoring (i.e., no activity has been observed at the burrow for five nights). Upon completion of the pre-construction burrow survey, a Letter Report shall be prepared and submitted to CDFW documenting the results of the survey within two weeks of completing the survey effort. If an active burrow/den is observed, the Letter Report shall include a description of the protective buffer that has been designated and a summary of any additional correspondence with the CDFW.

Each of the mitigation measures described above demonstrate that the Project requires a high level of avoidance of special status species. In addition, coordination with CDFW is required within several steps of the process to ensure CDFW approval of subsequent steps. One additional measure, BIO MM-3 (page 4.3-42 of the DEIR) requires that the applicant secure an ITP from CDFW pursuant to the CESA. The ITP, either Western Joshua Tree Conservation Act or standard CESA, would include mitigation in the form of in lieu payment or habitat preservation. Joshua tree woodland accounts for approximately 66 percent of the impacted acreage of the Project. Consequently, the majority of the habitat on the site requires direct coordination with CDFW and agreed upon mitigation conditions prior to Project implementation. The CDFW ITP mechanism is expected to result in habitat enhancement, restoration, creation, and or preservation in the region. As a result, special-status plant and wildlife species associated with the dominant vegetation type on the Project site are expected to benefit from such mitigation further reducing impacts. With all mitigation incorporated in the DEIR which minimize, reduce, and mitigate Project habitat impacts in addition to the availability of sufficient undeveloped land within the Project region, Project impacts would not be expected to result in measurable changes in current regional population levels and impacts would therefore be less than insignificant. Based on the foregoing discussion and analysis and the extensive mitigation requirements included in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

G-11 The commenter provides a recommended mitigation measure regarding compensatory mitigation for SSC. The commenter is referred to the response to Comment G-12, which explains that the DEIR already includes sufficient mitigation to ensure that Project's impacts to SSC would be reduced to less-than-significant levels. No revision to the DEIR is warranted pursuant to this comment.

G-12 The commenter states that CDFW supports the Reduced Project Alternative Phase I as the environmentally superior alternative and recommends it be the preferred alternative for the Project. The commenter recommends that the City and Project proponent dedicate land designated for Phases II-IV development for wildlife conservation. The commenter adds that if adoption of the Reduced Project Alternative Phase I is not feasible, the commenter recommends that additional alternatives are included in the EIR that would reduce the impacts associated with Phase I. The commenter's stated preference for the City to adopt Reduced Project Alternative Phase I in lieu of the proposed Project is acknowledged and will be considered by the City during deliberations over whether to approve, conditionally approve, or deny approval of the proposed Project. No further response is necessary.

G-13 In this comment, CDFW recommends modifications to Mitigation Measure BIO-MM 2 in DEIR Section 4.3, *Biological Resources*. In response to this comment, BIO MM-2 has been updated to reflect CDFW's recommended modifications, as shown below.

> BIO MM-2 **Nesting Birds/Raptors.** To avoid impacts on active nests for common and special status birds and raptors, the Project Applicant shall schedule vegetation clearing ~~and blasting (blasting is not anticipated)~~ during the non-breeding season ~~(i.e., September 16 to January 31) to the extent feasible~~. If Project timing requires that vegetation clearing occur between February 1 (as early as January 1 for some raptors) and September 15, the Project Applicant or

its designee shall retain a qualified Biologist to conduct a pre-construction survey for nesting birds and raptors. The pre-construction survey shall be conducted by a qualified Biologist within three days prior to vegetation clearing. The pre-construction nesting bird survey area shall include the Project impact area (i.e., disturbance footprint) plus a ~~250-foot buffer to search for nesting birds and a~~ 500-foot buffer to search for nesting birds and raptors. If no active nests are found, no further mitigation would be required.

If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors and a protective buffer of 300 feet shall be used to protect nesting birds. If appropriate, a smaller buffer may be considered (as determined by the Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals at the nest), and the type of construction activity. No construction activities shall be allowed in the designated buffer until the Biologist determines that nesting activity has ended. Construction may proceed within the buffer area once the Biologist determines that nesting activity has ceased (i.e., fledglings have left the nest or the nest has failed). The designated buffer shall be clearly marked in the field and shall be mapped as Environmentally Sensitive Areas (ESAs) on construction plans.

Prior to the initiation of construction activities, an email summary of the results shall be submitted to the City by the Project Applicant with a map of any active nests found and their designated buffers. Construction shall be allowed to proceed if standard buffer distances are employed for any active nests. The Biologist shall then prepare a formal Letter Report describing methods used, results of the survey, recommended buffers, and/or justification for buffer reductions. The Letter Report shall be submitted to the City within one week of completion of the survey. If an active nest is observed during the survey, the Letter Report shall include a map showing the designated protective buffer.

G-14 The commenter appreciates that the EIR addressed comments previously provided by CDFW on the Project's Notice of Preparation (NOP). The commenter reminds the City that the Project Proponent should obtain an ITP prior to the issuance of City permits, and that mitigation should be provided as part of the ITP process. The commenter adds that coordination with the CDFW, City and Project Proponent is welcomed prior to adoption of the EIR. The comment is acknowledged. As noted in the responses to Comments G-7 and G-8, the Project would be subject to an ITP process. No further response is required.

G-15 The commenter states that [as part of biological monitoring on the Project site] information on special status species should be submitted to the CNDDB and that it is the Project Proponent's responsibility to ensure that data is submitted properly. The commenter states that the Project Proponent should provide CDFW with confirmation of data submittal. In response to this comment, the Project Proponent has been informed of reporting protocols and has committed to ensuring that data is submitted properly,

and that confirmation of data submittal will be provided to CDFW when and if applicable. All special-status species detection made during surveys associated with the Project will be reported to the CNDDB and will include all required information. No further response is necessary.

G-16 The commenter recommends updating the proposed biological resources mitigation measures in DEIR Section 4.3, *Biological Resources*, as well as in the Project's Mitigation Monitoring and Reporting Program (MMRP), pursuant to the CDFW comments. The commenter is referred to the responses to Comments G-8, G-10, G-12, G-13, and G-14. Modifications to BIO MM-2, as described in CDFW Comment G-13 and the response to Comment G-13, above, is incorporated into the Project's MMRP in the Final EIR.

G-17 The commenter states that CDFW fees will need to be paid upon the filing of the Notice of Determination (NOD) for the Project's FEIR. This comment is acknowledged. As required per Cal. Code Regs, title 14, § 753.5; Fish & Game Code, § 711.4; Pub. Resources Code, § 21089, the Project Applicant will pay applicable CDFW filing fees when the NOD for the Project is filed with the County Clerk.

G-18 The commenter thanks the City for the opportunity to comment on the DEIR and concludes by providing additional CDFW contacts along with a list of references. As a commenting party on the DEIR, CDFW will receive all public notices related to the FEIR and related to public hearings concerning the Project's CEQA compliance process. No further response is required.

G-19 The commenter includes CDFW recommended language for mitigation measures to be incorporated into the FEIR. In response to this comment, the commenter is referred to Responses G-7 through G-13.

COMMENT LETTER H.1

Back

ENGINEERING REVIEW COMMENTS PAGE 1 OF 2 PAGES
DATE 5 Aug 24

PROJECT DESCRIPTION: Antelope Valley Commerce Center (General Plan Amendment 22-001, Zone Change 22-001, Specific Plan 22-001, Tentative Parcel Map 83738, Site Plan Review 22-008, and Development Agreement 22-001)

LOCATION: Antelope Valley Commerce Center
PROJECT NO.:

SUBMITTAL STAGE
☒ Preliminary Design
☐ Final Design
☐ _____

REVIEWING OFFICE
OFFICE: AFLCMC/EZV
NAME:
TITLE: AIR FORCE PLANT 42
PHONE :

DISCIPLINE
☐ARCHITECTURAL
☐MECHANICAL
☒CIVIL
☐ELECTRICAL
☐GROUND SAFETY
☐STRUCTURAL
☐PAVEMENTS
☐USING AGENCY
☐MECHANICAL
☐ELECTRICAL
☐UTILITIES
☐SANITARY
☒COMMUNICATIONS
☐GROUND SAFETY
☐FIRE PREVENTION
☒ENVIRONMENTAL
☐SECURITY
☐OTHER_____

ACTION LEGEND
A – Approve
D – Disapprove
E – Exception, See Comment/Response
X – Delete Comment

DRAWING OR PAR. NO.	COMMENT NUMBER	REVIEWER COMMENTS	RESPONSE TO COMMENT	ACTION	
General	1	Please be advised, the proposed project presents significant encroachment and security concerns for Air Force Plant 42 and the various programs/operations that reside at the plant. These concerns are being reviewed and response formalized, which will be submitted under separate cover.			← H.1-1
General	2	The DEIR should evaluate the impact of the commerce center's lighting on night operations at AFP 42 and consider using directional lighting, shielding, and low-intensity LED lights to minimize light spillover.			← H.1-2
General	3	The DEIR should propose a framework for ongoing communication and coordination between the commerce center developers and AFP 42.			← H.1-3
General	4	The May 2021 HSR, Bakersfield to Palmdale Footprint Mapbook, Sheets 80-83 show "permanent impact" to areas included in the AVCC as well as along Avenue M. Have these impacts to AVCC's proposed area, and to traffic in the area, been addressed? They are not identified in the DEIR. If they have been addressed, may the Air Force receive a copy of the outcome?			← H.1-4
General	5	What will be the standoff distance between Plant 42's NW corner and Parcels 13-15? Need to consider security, stormwater runoff, lighting, and a wildlife corridor.			← H.1-5
General	6	The Air Force would like a copy of the updated "Water Supply Assessment Report" (App N) when completed.			← H.1-6
General	7	Potential Plant 42 Fire and Emergency Service support for AVCC should be discussed and as applicable updated under a Mutual Aid Agreement between the city and Plant 42.			← H.1-7
AQI Standard Regulatory Requirements (ES.2) _	8	Explicitly state how the project will ensure continuous compliance with AVAQMD Rule 1113, particularly during unexpected project changes or delays. Consider requiring regular audits and compliance checks.			← H.1-8
AQI Mitigation Measures (ES.3) MM AQ-1 and MM AQ-2	9	The inclusion of Tier 4 equipment and low VOC paints is commendable. However, project should establish a verification process to confirm the use of compliant equipment and materials throughout the project duration			← H.1-9
AQI MM AQ-5	10	The requirement for tenants to use the cleanest technologies and comply with air quality regulations is vital. The project should include a clear enforcement mechanism for these lease agreement terms			← H.1-10

Document1

COMMENT LETTER H.1

ENGINEERING REVIEW COMMENTS (CONTINUATION SHEET) PAGE 2 OF 3 PAGES
DATE 5-Aug-24
NOT TO BE USED WITHOUT ENVP FORM 1, SEP 99

DRAWING OR PAR. NO.	COMMENT NUMBER	REVIEWER COMMENTS	RESPONSE TO COMMENT	ACTION	
AQI Project Design Features (ES.4)	11	Sustainable design features should be more detailed, including specific goals for water use reduction, waste management, and landscape sustainability. For example, specify the percentage of building energy to be derived from on-site renewable sources.			← H.1-11
AQI Sensitive Receptors (3.8-9)	12	Project should establish a complaint resolution mechanism for residents and businesses affected by air quality issues and should have a contingency plan in place to address any unforeseen odor issues swiftly			← H.1-12
Energy Analysis MM AQ-4	13	Mentions the use of rooftop solar panels to the extent feasible but does not provide detailed specifications or commitments. Given California's goals for renewable energy, the project should commit to a specific percentage of its energy needs being met by on-site renewable sources. Include locations of solar panels in preliminary design			← H.1-13
Energy Analysis General	14	To ensure accountability and continuous improvement, the project should commit to annual public reporting on its energy consumption, renewable energy generation, and the effectiveness of implemented energy-saving measures.			← H.1-14
Energy Analysis ES.3	15	Include locations/number of rain barrels in design			← H.1-15
Energy Analysis General	16	The project should explore grid strength especially given the project's proximity to sensitive land uses and the large scale of operations proposed.			← H.1-16
GHG MM AQ-4	17	Mentions the use of rooftop solar panels to the extent feasible but does not provide detailed specifications or commitments. Given California's goals for renewable energy, the project should commit to a specific percentage of its energy needs being met by on-site renewable sources. Include locations of solar panels in preliminary design			← H.1-17
GHG MM AQ-5	18	The proposed mitigation measure to require tenants to use the cleanest technologies and provide infrastructure for zero-emission vehicles, equipment, and appliances is commendable. Define “cleanest technologies possible” and specify implementation timelines, monitoring mechanisms, and compliance verification to ensure effectiveness.			← H.1-18
GHG ES.4 Water Conservation	19	Include locations/number of rain barrels in design			← H.1-19
Site 1	20	Additional traffic on Avenue M (Columbia Way) and chance of increased accidents, increase in encounters with vagrants, increase in fugitive dust emissions			← H.1-20
Pg. S-42, Para. BIO DF-9	21	Recommend including wind control in the minimization measures for Trash and Debris. Winds are persistent and frequently >25 mph.			← H.1-21
Pg. S-64 Threshold d:	22	Recommend revisiting, the site does experience severe weather storms. Hurricane Hillary deposited 3.94-inch (August 2023) overflowing stormwater systems throughout the valley. There are also annual-biannual events of torrential rains with multi-inch accumulation within hours.			← H.1-22
Pg. 4.2-31 (pdf 260), Para 4.2.4, A, Criteria No. 3	23	As noted, the AVCC Air Quality (AQ) requirements are not expected to be exceeded during construction. However, operational AQ beyond Phase I (II-IV) are expected to exceed emissions for NO_x, Co and PM_{10}. What restrictions would Plant 42 have on development if AVCC already strains and/or exceeds ambient air emission standards. This could adversely impact future development at the Plant. The Site Specific Plan’s (SSP) AVCC operational mitigation requires changes in technology. Will Plant 42 be restricted form development until AVCC’s mitigation efforts are effective?			← H.1-23

Document1

COMMENT LETTER H.1

ENGINEERING REVIEW COMMENTS (CONTINUATION SHEET) PAGE 3 OF 3 PAGES
DATE 5-Aug-24
NOT TO BE USED WITHOUT ENVP FORM 1, SEP 99

DRAWING OR PAR. NO.	COMMENT NUMBER	REVIEWER COMMENTS	RESPONSE TO COMMENT	ACTION	
Pg. 4.3.1, B., General (pdf 297)	24	Plant 42 field cams have caught regular occurrences of wildlife roaming between the AVCC site and the plant. At approximately the same time as the AVCC surveys (March and May 2022), Plant 42 conducted a Threatened and Endangered Species (TES). 2022 was a draught year and may not adequately capture the full range of local wildlife, especially as the valley continues to grow and encroachment concerns increase. Plant 42 can confirm mammal species questioned in the DEIR, for example, coyote (Canis latrans), desert cottontail rabbit (Sylvilagus audubonii), kit fox (Vulpes macrotis), and pocket gophers (Thomonys bottae). Plant 42's TES observed 47 species of birds to include Cooper's hawk (*Accipiter cooperii*), prairie falcon (*Falco mexicanus*), Swainson's hawk (*Buteo swainsoni*), loggerhead shrike *(Lanius ludovicianus)*, burrowing owl *(Athene cunicularia)*, yellow warbler (*Setophaga petechia*) and etc. The abundance of species identifies the significance of the local migratory and stationary avian community.			← H.1-24
Pg. 4.3.1, B., General (pdf 297)	25	To the west and eastern AVCC are proposed open spaces, there should also be a southern corridor for wildlife (between AVCC and Plant 42's airfield) to reduce the chance of wildlife incursion on the airfield. The proposed plan does not allow a wildlife crossover between the east and west of AVCC. This can force wildlife to venture onto the airfield. Without a crossover, the AVCC proposed stormwater catch basis will attract wildlife whose southern opens space route encourages wildlife to cross the active runways. At some point, the plant hopes to install a wildlife fence skirt. When that happens, wildlife will be restricted in the eastern area of AVCC without safe passage.			← H.1-25
Pg. 4.3 (General)	26	All Phases: The AVCC loss of habilitate will encourage wildlife to find refuge on Plant 42's airfield. Has there been any evaluation of the risk to Bird (or other wildlife) Aviation Strike Hazard (BASH) as a result of AVCC's habitat loss? There was not found in the DEIR.			← H.1-26
Pg. 4.9-12 (pdf 504), Para 2.	27	Recommend re-evaluate the catch basin size. Global warning has impacted the magnitude of storm surges in the area to include hurricanes, such as Hurricane Hillary (3.94 inches, August 2023). More than 3 inches of rain has been deposited in the area in less than a 24-hour period. Significant flooding and existing stormwater overflow is happening along E Ave M.			← H.1-27
Pg. 4.13-1 (pdf 595), general	28	Confirm the analysis accounts for GOCO current and future expansion, to include traffic flow on E Ave M from SR14 (most direct route to SR14). Current traffic backups at Sierra Hwy and E Ave M are close to a 0.5 mile long during peak hours. Additionally, the DEIR has not looked at transportation impacts heading eastbound along E Ave M, and movement south-east to/on SR 138.			← H.1-28
Pg. 4.13-1 (pdf 595), general	29	The DEIR does not include the potential impacts of High-Speed Rail (HSR) on local transportation, re-routing Sierra Hwy to the west to accommodate the HSR, nor the inclusion of a 3rd rail along Sierra Hwy. Delays along this route will create an additional source of air pollution.			← H.1-29
Pg. 4.13-1 (pdf 595), general	30	The impact of adding as many six traffic lights on E Ave M has not fully considered with respect to GOCO, AVCC and the HSR projects.			← H.1-30
Pg. 4.13-1 (pdf 595), general	31	The DEIR should also address traffic impacts on and near E Ave M with future GOCO expansion, plus AVCC phases, and the development of HSR (includes 3rd rail, 177-acre maintenance-of-way facility [MOWF], and possible light maintenance facility [LMF]). Traffic should be evaluated as well with the HSR project relocating Sierra Hwy east. Recommend the DEIR evaluate the traffic flow impact of all future developments. (HRA Source: HRA Bakersfield to Palmdale Project Section, May 2021)			← H.1-31

Document1

RESPONSES TO COMMENT LETTER H.1:
Air Force Life Cycle Management Center (AFLCMC)

H.1-1 The commenter advises the City that the Project presents significant encroachment and security concerns for USAF Plant 42 and the various programs/operations that reside at Plant 42, and states that these concerns are being reviewed and response formalized, which will be submitted under separate cover. While the City disagrees that the proposed Project would adversely affect USAF Plant 42, the City acknowledges that the Air Force Life Cycle Management Center (AFLCMC) may have additional comments that are forthcoming under separate cover. No further response is necessary.

H.1-2 The commenter states that the DEIR should evaluate the impact of the commerce center's lighting on night operations at USAF Plant 42 and consider using directional lighting, shielding, and low-intensity LED lights to minimize light spillover. The commenter is referred to the discussion and analysis of Threshold d in DEIR Subsection 4.1, *Aesthetics*. As noted therein:

> "*New sources of artificial lighting would be introduced to the site as a result of implementation of the proposed Project. Lighting fixtures on the Project site would primarily be used to illuminate the driveway entrances, parking areas, truck docking areas, and building entrances. All new light sources associated with development in the Specific Plan Area would be required to comply with SP 22-001 Chapter 6, Section 6.3.7 Outdoor Lighting, which provides standards and guidelines related to outdoor lighting with the intent of minimizing glare and spillover onto public streets and adjacent properties. As included in SP 22-001, outdoor lighting fixtures utilized in the Project area would be complementary to other buildings in the area with respect to design, materials, and color. Neon lighting, low-pressure fixture sodium lighting, and flashing lights would be prohibited in the Specific Plan Area. Additionally, lighting that could be mistaken for airport lighting would be prohibited. Development in the Specific Plan Area would also be required to comply with PMC Chapter 17.86.030, Outdoor Lighting, which prevents light spillover, glare, nuisance, inconvenience, or hazardous interference of any kind on adjacent properties and streets. Mandatory compliance with SP 22-001 design standards and guidelines along with the PMC lighting requirements would ensure that any pole-mounted and building-mounted lighting fixtures associated with the Project would not introduce any design features that would create a new source of light to the extent that would adversely affect day or nighttime views in the area. In addition, a photometric plan depicting light coverage in compliance with PMC Section 17.86.030, Outdoor Lighting, would be required as a condition of the Project's approval.*
>
> *Because implementation of the Project would comply with the design standards and guidelines proposed by SP 22-001 and the PMC where applicable when SP 22-001 is silent, the Project would not create a new source of substantial light which would adversely affect day or nighttime views in the area; therefore, impacts would be less than significant and not mitigation is required.*" (DEIR at pp. 4.1-11 and 4.1-12)

Accordingly, the City finds that the Project's DEIR already included an analysis of potential lighting impacts, including potential lighting that may affect operations at USAF Plant 42, and demonstrates that such lighting impacts would be less than significant with mandatory compliance with applicable provisions of the City of Palmdale Municipal Code and the requirements included in proposed SP 22-001, as well as required compliance with CDFW, as outlined in CDFW's comment as it relates to lighting (see Response G-6 above). No revision to the DEIR is warranted pursuant to this comment.

H.1-3 The commenter suggests that the DEIR should propose a framework for ongoing communication and coordination between the commerce center developers and USAF Plant 42. While the Project Applicant is not opposed to on-going communication and coordination with USAF Plant 42, the purpose of the Project's DEIR is to evaluate the Project's potential impacts to the environment and to identify mitigation measures to reduce those impacts to less-than-significant levels or to the maximum feasible extent. The DEIR indicates a less than significant impact to USAF Plant 42 operations and the Project will be conditioned to ensure that the security and operations of Plant 42 remain unaffected to all extents possible. Accordingly, no revision to the DEIR is warranted pursuant to this comment.

H.1-4 The commenter queries whether the Project's impacts to traffic in the local area have been evaluated and addressed, and the Air Force is requesting a copy of any such studies. First, it should be noted that on December 28, 2018, updates to the California Environmental Quality Act (CEQA) Guidelines were approved by the Office of Administrative Law (OAL). As part of the updates to the CEQA Guidelines, thresholds of significant for evaluation of impacts to transportation have changed. As required by Senate Bill (SB) 743, new Threshold b of the CEQA Guidelines for Transportation requires an evaluation of impacts due to VMT, which replaced the Level of Service (LOS) criteria (i.e., automobile delay) that has been utilized in the past to evaluate potential effects to transportation under CEQA. Pursuant to CEQA Guidelines Section 15064.3(a), "…a project's effect on automobile delay shall not constitute a significant environmental impact." Accordingly, the DEIR properly excluded an evaluation of potential LOS-related impacts to traffic. Notwithstanding, the commenter is referred to DEIR *Technical Appendix L1*, which includes the Project-specific Traffic Impact Analysis (TIA). The Project's Traffic Impact Analysis is available as Appendix L1 to the DEIR on the City's website at https://www.cityofpalmdaleca.gov/277/Environmental-Documents.

H.1-5 The commenter questions the distance between USAF Plant 42's northwest corner and proposed Parcels 13-15, and expresses concerns over security, stormwater runoff, lighting, and a wildlife corridor. The linear distance between proposed Parcels 13-15 and the northwest corner of the USAF Plant 42 site is approximately 7,310 feet (1.38-mile). Security is not an environmental concern requiring analysis under the CEQA Statute and Guidelines; it is expected that security of UAF Plant 42 would be addressed by existing security personnel at USAF Plant 42. Also, no specific development plan is proposed on Parcels 13-15 at this time. Should the proposed Project's Specific Plan be approved, build out of Parcels 13-15 will require the subsequent review and approval of Site Plans by the City's Development Advisory Board (DAB) for each parcel. USAF Plant 42 representatives regularly attend the City's DAB meetings. Security concerns, if any, can be considered and addressed by conditions of approval placed on Site Plan approvals at the time that Site Plans are proposed for

Parcels 13-15. With respect to stormwater runoff, the commenter is referred to DEIR Subsection 4.9, *Hydrology & Water Quality*, which includes a full analysis of Project impacts to hydrology and drainage and demonstrates that all impacts would be less than significant. With respect to lighting, the commenter is referred to the response to comments G-6 and H.1-2 above. With respect to wildlife movement, the commenter is referred to the discussion and analysis presented under the analysis of Threshold d in DEIR Subsection 4.3, *Biological Resources*, as well as response to comments G-6 above and H.1-24 and H.1-25 below. As this comment does not identify any deficiencies with the discussion and analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

H.1-6 The commenter requests a copy of the Project's updated Water Supply Assessment (WSA) Report (*Technical Appendix N*). The commenter's request is acknowledged. Any such documents are available for review in electronic format on the City's website or in paper copy at the City's Department of Economic and Community Development, Planning Division, 38250 Sierra Highway, Palmdale, CA 93550, during the City's regular business hours. Accordingly, no revision to the DEIR is warranted pursuant to this comment.

H.1-7 The commenter states that potential USAF Plant 42 Fire and Emergency Service support for the proposed Project should be discussed as applicable and updated under a Mutual Aid Agreement between the City of Palmdale and USAF Plant 42. The commenter is referred to the discussion and analysis of fire protection services as presented in DEIR Subsection 4.12, *Public Services*. As indicated therein, fire service to the proposed Project would be provided by the Los Angeles County Fire Department (LACFD). The City is coordinating with USAF Plant 42 regarding the possibility of a Mutual Aid Agreement. Accordingly, no revision to the DEIR is warranted pursuant to this comment, as the commenter's request is acknowledged and is unrelated to the Project's DEIR.

H.1-8 The commenter asserts that the DEIR should explicitly state how the Project would ensure continuous compliance with AVAQMD Rule 1113, particularly during unexpected project changes or delays. Consider requiring regular audits and compliance checks. The requirement to comply with AVAQMD Rule 1113 is identified as Project Regulatory Requirements AIR RR-5. Furthermore, the requirement to utilize paints that meet the requirements of Rule 1113 applies not only to the proposed Project, but also to all vendors within the State of California. As such, it can be assured that any architectural coatings used during Project construction or during maintenance under long-term operating conditions would comply with Rule 1113, as it is highly unlikely construction contractors or future tenants would source paints from out-of-State sources. Accordingly, because compliance with Rule 1113 is mandatory, no revision to the DEIR is warranted pursuant to this comment.

H.1-9. The commenter commends the inclusion of Tier 4 equipment and low-VOC paints, and requests the establishment of a verification process to confirm the use of compliant equipment and materials. With respect to low-VOC paints, the commenter is referred to the response to Comment H-8. With respect to Tier 4 equipment, the commenter is referred to Mitigation Measure AIR MM-6 which discloses that compliance with the requirement to include Tier 4 equipment is mandatory and would be assured

through the implementation of Mitigation Measure AIR MM-6. Thus, the requirement to use Tier 4-compliant equipment during construction activities already is assured by the language included in AIR MM-6; therefore, no revision to the DEIR is warranted pursuant to this comment.

H.1-10 The commenter states that the requirement for tenants to use the cleanest technologies and comply with air quality regulations is vital, and recommends the imposition of a clear enforcement mechanism for these lease agreement terms. The commenter is referred to the mitigation measures presented in DEIR Subsection 4.2, *Air Quality*. Each of the mitigation measures that require the use of efficient technologies includes language assuring compliance with the mitigation requirements. As this comment does not identify any specific mitigation measures for which the compliance mechanism is not fully described, no revision to the DEIR is warranted pursuant to this comment.

H.1-11 The commenter asserts that sustainable design features "should be more detailed, including specific goals for water use reduction, waste management, and landscape sustainability," and specifically requests information on the percentage of building energy to be derived from on-site renewable sources. The commenter is referred to DEIR Mitigation Measure AIR MM-3, which requires that the Project "…shall include rooftop solar panels to the extent feasible, with a capacity that matches the maximum allowed for distributed solar connections to the grid." As the future tenants of the Project's proposed buildings are not known at this time, it is not possible to project the amount of renewable on-site energy production that would be accommodated, as the amount of energy that could be produced on-site is constrained by the available space on the Project's industrial buildings, which often must include other features, such as skylights, air conditioning units, etc. The precise amount of on-site renewable energy production that would be achieved will not be known until building permit applications are filed with the City of Palmdale for each of the Project's proposed buildings. Regardless, the commenter is referred to DEIR Subsections 4.5, *Energy*, and 4.7, *Greenhouse Gas Emissions*, which provide a full discussion of the Project's potential energy demands, the measures required to reduce energy demand, and the potential impacts of the Project's energy demand due to GHG emissions. Accordingly, no revisions to the DEIR are warranted pursuant to this comment.

H.1-12 The commenter asserts that a complaint resolution mechanism for residents and businesses affected by air quality issues and should have a contingency plan in place to address any unforeseen odor issues swiftly. As noted on DEIR p. 4.2-29, the Project would be subject to compliance with AVAQMD Rule 402 and California Health and Safety Code, Division 26, Part 4, Chapter 3, Section 41700, both of which prohibit the emission of any material which causes nuisance to a considerable number of persons or endangers the comfort, health, or safety of the public, including odors. Compliance with AVAQMD Rule 402 is mandatory. Pursuant to California Health and Safety Code Section 42402(a), a person is strictly liable for a civil penalty of $5,000 per day for violating any provision of the Health and Safety Code section within Part 4 of Division 26 of the code or any order, permit, rule, or regulation of a district, including a district hearing board, or of the state Air Resources Board issued pursuant to Parts 1 through 4 of Division 26 of the code. Therefore, an enforcement mechanism that would ensure

Project compliance with AVAQMD Rule 402 already is in place, and as such no revision to the DEIR is warranted pursuant to this comment.

H.1-13 The commenter asserts that given California's goals for renewable energy, the Project should commit to a specific percentage of its energy needs through on-site renewable sources. The commenter is referred to the response to Comment H-11, which is responsive to this comment.

H.1-14 The commenter asserts that the Project should be required to commit to annual public reporting on its energy consumption, renewable energy generation, and the effectiveness of implemented energy-saving measures. The commenter is referred to the discussion and analysis presented in DEIR Subsections 4.5, *Energy*, and 4.7, *Greenhouse Gas Emissions*. As noted in DEIR Subsection 4.5, Project impacts to energy would be less than significant. Although Project impacts due to GHGs would be significant and unavoidable, the Project's energy-source GHG emissions comprise only 5.8% of the Project's annual GHG emissions. Moreover, the discussion and analysis in DEIR Subsection 4.7 determined that Project impacts would be significant and unavoidable, and imposing a measure requiring annual reporting related to energy consumption would not measurably serve to reduce the Project's GHG emissions. Based on the foregoing discussion, no revision to the DEIR is warranted pursuant to this comment.

H.1-15 The commenter requests information on the locations/number of rain barrels in the Project's design. Based on the description of the Project as provided in DEIR Section 3.0 and the Project's application materials as submitted to the City of Palmdale, no rain barrels are proposed as part of the Project's design.

H.1-16 The commenter asserts that the Project should explore grid strength especially given the project's proximity to sensitive land uses and the large scale of operations proposed. Grid strength is a dynamic condition, as energy use demands in utility company service areas routinely fluctuate over time, and seasonally. The Project's buildout is planned to be phased, and because grid strength conditions are dynamic and change over time, evaluation of grid strength would occur on a phase-by-phase basis. In the unlikely event that Southern California Edison (SCE) determines there is insufficient power in the local area to serve future phases or full build out of the Project, then the Project's future development phases would not be able to proceed until SCE upgrades electrical capacity in the local area. The City has regular meetings with SCE regarding possible future deficiencies in the City so that SCE can work on any possible required regional upgrades. Any such future upgrade needs are speculative at this time, as usage conditions are dynamic and technological advancements and methods for future power delivery are also dynamic. In addition, each development project is reviewed on a case by case basis by SCE to ensure that grid strength is assured prior to issuance of construction-related permits that would necessitate power consumption. DEIR Section 4.5, *Energy*, and the Project's Energy Analysis (*Technical Appendix E*) determined that the proposed Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation.

H.1-17 The commenter again asserts that GHG MM AQ-4 should be modified to provide specifications and commitments to on-site renewable energy production. The commenter is referred to the response to Comment H-11, which is responsive to this comment.

H.1-18 The commenter again requests information regarding clean technologies and requests a definition of "cleanest technologies possible" and requests additional implementation timelines, additional monitoring mechanisms, and additional compliance mechanisms to ensure effectiveness. The commenter is referred to the mitigation measures in the DEIR which are enforceable, include implementation timelines, and responsible and monitoring parties. As this comment does not identify any specific mitigation measures for which the compliance mechanism is not fully described, no revision to the DEIR is warranted pursuant to this comment.

H.1-19 The commenter again requests information on the locations/number of rain barrels in the Project's design. The commenter is referred to the response to Comment H-15.

H.1-20 The commenter expresses concerns over additional traffic on Columbia Way / Avenue M and potential increased accidents, increase in encounters with vagrants, and increase in fugitive dust emissions. The commenter's concern regarding potential increased accidents on Avenue M is acknowledged and is forwarded to the decision-makers. The DEIR and the Project's Traffic Analysis (*Technical Appendix L1*) provide substantiation supporting the conclusion that the Project would not result in or increase the potential for accidents. To these ends, as discussed in the DEIR, pedestrian crosswalks in all directions would be provided at signalized intersections along Columbia Way / Avenue M to ensure pedestrian safety (DEIR, p. 3-7). As also discussed in the DEIR, all Project improvements within the public right-of-way would be required to conform with City design standards and standards established through the State of California Department of Transportation Construction Manual and the California Manual on Uniform Traffic Control Devices (DEIR, pp. 4.13-22, 4.13-23). Conformance with these standards minimizes potential hazard and safety issues associated with design and construction of circulation system improvements. Additionally, Project driveway design features identified at DEIR pp. 4.12-23 would act to facilitate Project ingress and egress, minimizing potential conflicts and safety concerns for vehicles entering or exiting the Project site. As also noted in the DEIR, the final Project site designs would be required to comply with driveway and circulation design standards of the AVCC Specific Plan, further minimizing potential circulation system safety concerns.

It is unclear what this comment is referring to with respect to increase in encounters with vagrants, but there are no components of the proposed Project that would affect the number of vagrants in the local area. With respect to fugitive dust emissions, the commenter is referred to the discussion and analysis presented in DEIR Subsection 4.2, *Air Quality*, which discloses that the Project's regional emissions of PM_{10} and $PM_{2.5}$ would represent significant and unavoidable impacts of the proposed Project. The commenter's concerns over the Project's increase in fugitive dust emissions is acknowledged, and will be considered by the City during deliberations over whether to approve, conditionally approve, or deny approval of the proposed Project.

H.1-21 The commenter requests the inclusion of wind control in the minimization measures for Trash and Debris due to the frequency of high wind events in the local area. Design Feature BIO DF-9 already requires that trash receptacles must be fully covered, which would ensure that high wind events do not result in the blowing of trash onto off-site properties. Conditions of approval will also require the site to be maintained in a clean and orderly manner, which will minimize the presence of trash. No revision to the DEIR is warranted pursuant to this comment.

H.1-22 The commenter asserts that the conclusion reached for Threshold d in DEIR Subsection 4.9, *Hydrology and Water Quality*, fails to account for peak rain events. Threshold d relates to flood hazards, seiches, and tsunamis. With respect to flood hazards, which appears to be the focus of concern for this comment, the analysis of Threshold d relates to impacts from a property being located within a Federal Emergency Management Agency (FEMA) mapped flood plain, and the Project site is not located within a FEMA-mapped flood plain. The commenter is referred instead to the discussion and analysis of Threshold c in DEIR Subsection 4.9, which includes a full analysis of the Project's drainage system based on a site-specific drainage study that is included as DEIR *Technical Appendix J.* The analysis of Threshold c demonstrates that the Project's drainage system would preclude potential flood hazards on downstream properties. As this comment does not identify any deficiencies with the analysis presented for Threshold c in DEIR Subsection 4.9 or with the site-specific drainage study, no revision to the DEIR is warranted pursuant to this comment.

H.1-23 The commenter notes that the proposed Project would result in significant and unavoidable regional air quality impacts, and requests information on what restrictions USAF Plant 42 may have as a result of the Project's regional air quality emissions, and specifically queries whether this would adversely affect future development at USAF Plant 42. The commenter then asks whether USAF Plant 42 would be restricted from development until the Project's mitigation efforts are effective. Because each new development is required to be analyzed under the CEQA Statute and Guidelines, the proposed Project's level of regional air quality emissions would have no effect on any future development at the USAF Plant 42 site, nor would the proposed Project result in any restrictions on air quality emissions that may be generated by future development at USAF Plant 42. Rather, as with any new development project, any future development at the USAF Plant 42 site would be subject to CEQA and compliance with all applicable laws and regulations. As this comment does not identify any deficiencies with the analysis presented in the DEIR Subsection 4.2, *Air Quality* or with the site-specific Air Quality Impact Analysis (*Technical Appendix B1*), no revision to the DEIR is warranted pursuant to this comment.

H.1-24 The commenter notes that the USAF Plant 42 field cams have caught regular occurrences of wildlife roaming between the Project site and the USAF Plant 42 site. The comment states that at approximately the same time that surveys were conducted (March and May 2022) for the proposed Project, USAF Plant 42 conducted a Threatened and Endangered Species (TES) evaluation. The commenter notes that the TES was conducted during a drought year that may not have resulted in the identification of all species, and specifically lists certain species, including coyote (*Canis latrans*), desert cottontail rabbit (*Sylvilagus audubonii*), kit fox (*Vulpes macrotis*), and pocket gophers (*Thomomys bottae*), in addition

to 47 species of birds including Cooper's hawk (*Accipiter cooperii*), prairie falcon (*Falco mexicanus*), Swainson's hawk (*Buteo swainsoni*), loggerhead shrike (*Lanius ludovicianus*), burrowing owl (*Athene cunicularia*), and yellow warbler (*Setophaga petechia*). This information is not substantially different from the Project's Biological Technical Report (DEIR *Technical Appendix C1*) or the information presented in DEIR Subsection 4.3, *Biological Resources*. Specifically, as noted in Section 3.0 and Table 10 of the Project's Biological Technical Report, of the species listed by the commenter the following species were identified on site: coyote (*Canis latrans*), kit fox (*Vulpes macrotis*), loggerhead shrike (*Lanius ludovicianus*), and yellow-rumped warbler (*Setophaga petechia*). While not observed on site, the following species are identified as common mammals that may occur in the study area: desert cottontail rabbit (*Sylvilagus audubonii*) and pocket gophers (*Thomomys bottae*). The following species were identified with the potential to forage on site, but are not expected to occur on site for nesting: Cooper's hawk (*Accipiter cooperii*) and prairie falcon (*Falco mexicanus*). Swainson's hawk (*Buteo swainsoni*) is not expected to occur for nesting or foraging on the Project site due to the lack of nesting and foraging habitat. In addition, the burrowing owl (*Athene cunicularia*) was not observed on site, but may occur for nesting or wintering. The analysis presented in DEIR Subsection 4.3, *Biological Resources*, identifies significant but mitigable impacts to nesting bird species/raptors (including the loggerhead shrike and yellow-rumped warbler), the burrowing owl, and desert kit fox (refer to DEIR Mitigation Measures BIO MM-2, BIO MM-7, and BIO MM-8, respectively), while impacts to common species (coyote, desert cottontail rabbit, pocket gophers) were determined to be less-than-significant; these common species are not considered sensitive species under federal or State classifications. In addition, the commenter is referred to the analysis of Threshold d in DEIR Subsection 4.3, which provides substantial evidence demonstrating that Project impacts to wildlife movement would be less than significant with implementation of Mitigation Measure BIO MM-2. In addition, as with any new development, the Proposed Project is required to comply with CDFW or USFWS regulations. As this comment does not identify any information that is materially different from what was presented in DEIR Subsection 4.3 and DEIR *Technical Appendix C1*, and because this comment does not identify any deficiencies with the analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

H.1-25 The commenter asserts that lands to the west and east of the Project site are proposed for open space, indicates that the Project should accommodate a wildlife crossover between the western and eastern sides of the Project site, and indicates concern that the Project would force wildlife onto the airfield. The commenter further alleges that the Project's proposed stormwater basins would attract wildlife that would adversely affect active runways. Please refer to response G-6, H.1-5, and H.1-24 above. As this comment does not identify any deficiencies with the discussion and analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

H.1-26 The commenter asserts without providing any evidence that the loss of habitat on the Project site would result in wildlife taking refuge on USAF Plant 42's airfield, and asks whether there has been an evaluation of the risk to Bird (or other wildlife) Aviation Strick Hazard (BASH). The Project Applicant appreciates the comment and understands the concern of Bird (or other wildlife) Aviation Strike

Hazard (BASH). As described in previous responses, there would be a reduction in wildlife species occurring adjacent to USAF Plant 42 as a result of Project implementation. Adjacent undeveloped lands would reach a normal carrying capacity consistent with numbers of species present today resulting in a net decrease of individuals within this block of undeveloped habitat. In the short term, during initial site disturbance grading, birds leaving the Project area would be expected to move into adjacent undisturbed habitat. Additionally, most of these bird species are low flying birds which typically fly close to the habitat. Larger birds are less restricted in movement and would be able fly over developed lands in all directions. All such movement resulting from the Project would be extremely short in duration. Higher elevation flying species moving through the region are not expected to be altered by implementation of the Project. Without specific aviation expertise, the applicant would only be able to suggest that USAF Plant 42 continue to implement the measures presumably in place to prevent birds strikes. As this comment does not identify any deficiencies with the discussion and analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

H.1-27 The commenter recommends re-evaluation of the size of the detention basins, citing climate change and Hurricane Hillary that resulted in 3.94 inches of rainfall in 2023, and notes the potential for flooding and existing stormwater overflow along Columbia Way / Avenue M. The commenter is referred to the discussion and analysis presented in DEIR Subsection 4.9, *Hydrology & Water Quality*, which was based on a Project-specific Drainage Report that is included as EIR *Technical Appendix J*. As noted in DEIR Subsection 4.9 (refer specifically to the analysis of Threshold a):

> "*The on-site infiltration basin would mitigate the increased runoff at the Project outlet by attenuating the 288.4 cfs peak inflow. Due to the increased runoff, the infiltration basin would be needed for approximately 86 ac-ft of storage, to retain the 50-year storm event and 18.5 acre-feet of volume. This storage would be required to attenuate the post-Project flowrate to the pre-Project flowrate. The proposed infiltration basin has been designed to provide approximately 100 ac-ft of storage within the proposed retention basin area, which is greater than the 86 ac-ft of runoff volume generated by Area 1. Post-Project Area 2 would not be disturbed and the existing ground cover would match the existing condition land cover. Since Area 2 would reduce the pre-Project watershed 326.1-acre area to 188.9 acres, the Project would reduce the peak flow rate by 60 percent to Columbia Way / East Avenue M and 15th Street, located to the east of the Project site.*"

Accordingly, and based on the findings of the Project-specific Drainage Report, the Project's proposed infiltration basin has been appropriately designed such that peak runoff from the Project site would be reduced in comparison to the existing condition. Thus, even during unusually high peak rainfall events, such as Hurricane Hillary, the rate of runoff from the Project site still would be less than the rate of runoff that occurs under existing conditions. Thus, implementation of the proposed Project would actually result in reduced flooding potential along Columbia Way / East Avenue M as compared to existing conditions. Accordingly, no revision to the DEIR is warranted pursuant to this comment.

H.1-28 The commenter questions whether the analysis of Project impacts to Transportation accounts for the Government owned/Contractor operated (GOCO), and notes that current traffic backs up at Sierra Highway and Columbia Way / East Avenue M during peak hours. Additionally, the commenter asserts that the DEIR did not account for transportation impacts heading eastbound along Columbia Way / Avenue M, and movement southeast onto State Route 138 (SR 138). The commenter appears to be commenting on the Project's potential effects on Level of Service ("LOS"; i.e., traffic congestion). The commenter is advised that on December 28, 2018, updates to the State CEQA Guidelines were approved by the Office of Administrative Law (OAL). As part of the updates to the State CEQA Guidelines, thresholds of significant for evaluation of impacts to transportation have changed. As required by California Senate Bill (SB) 743, revised Threshold b of the State CEQA Guidelines for Transportation requires an evaluation of impacts due to Vehicle Miles Travelled (VMT), which replaced the Level of Service (LOS) criteria (i.e., automobile delay) that have been utilized in the past to evaluate potential effects to transportation under CEQA. Pursuant to State CEQA Guidelines Section 15064.3(a), "…a project's effect on automobile delay shall not constitute a significant environmental impact." Notwithstanding, the commenter is referred to the Project's Traffic Analysis (DEIR *Technical Appendix L1*), which evaluates the Project's potential effects on LOS, and identifies improvements, fee payments, and in-lieu fee payments, implementation of which would ensure that the Project does not exacerbate traffic congestion in the local area. As this comment does not affect any of the discussion or analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

H.1-29 The commenter asserts that the DEIR did not include the potential impacts of High-Speed Rail (HSR) on local transportation, the re-routing of Sierra Highway to the west to accommodate the HSR, or the inclusion of a 3rd rail along Sierra Highway. The commenter asserts that delays along this route will create an additional source of air pollution. Impacts to the environment that may result from new or expanded HSR service in the local area would be unrelated to the proposed Project evaluated in the DEIR and would not affect any of the analysis or conclusions presented in the DEIR. Such new or expanded HSR comprises a "project" under CEQA and was subject to its own review for CEQA compliance. Any air quality emissions impacts associated with the new or expanded HSR would be unrelated to the Project's air quality emissions impacts. Specifically, and as noted on p. 4.2-49 of the DEIR, the AVAQMD uses the same thresholds of significance for project specific and cumulative impacts for all environmental topics. Thus, the analysis of the Project's cumulatively-considerable air quality impacts does not rely on emissions from any other cumulative developments. As this comment does not affect any of the analysis or conclusions reached by the DEIR, no revision to the DEIR is warranted pursuant to this comment.

H.1-30 The commenter states that the impact of adding as many as six traffic lights on Columbia Way / Esat Avenue M has not been fully considered with respect to GOCO, the proposed Project, and the HSR projects. The commenter is referred to the response to Comment H-28, which explains that LOS and traffic congestion are outside the required scope of CEQA analysis. Specifically, pursuant to State

CEQA Guidelines Section 15064.3(a), "…a project's effect on automobile delay shall not constitute a significant environmental impact." Thus, under CEQA, the installation of up to six traffic lights along Columbia Way / East Avenue M would not result in any significant impacts to the environment. No revision to the DEIR is warranted pursuant to this comment.

H.1-31 The commenter asserts that the DEIR should also address traffic impacts on and near Columbia Way / East Avenue M with future GOCO expansion, plus the proposed Project, and the development of the HSR (which includes installation of a 3rd rail, a 177-acre maintenance-of-way facility [MOWF], and possible light maintenance facility [LMF]). The commenter asserts that traffic should be evaluated as well with the HSR project relocating Sierra Highway east, and the commenter further recommends the DEIR evaluate the traffic flow impact of all future developments. The commenter is referred to the response to Comment H-28, which explains that LOS and traffic congestion are outside the required scope of CEQA analysis. Specifically, pursuant to State CEQA Guidelines Section 15064.3(a), "…a project's effect on automobile delay shall not constitute a significant environmental impact." Thus, the potential for the Project to contribute to traffic congestion in the local area does not comprise a significant impact under CEQA. Notwithstanding, the commenter is referred to the Project's Traffic Analysis (DEIR *Technical Appendix L1*), which evaluates the Project's potential effects on LOS (under both Project-only and cumulative scenarios), and identifies improvements, fee payments, and in-lieu fee payments, implementation of which would ensure that the Project does not exacerbate traffic congestion in the local area. As this comment does not affect any of the discussion or analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

COMMENT LETTER H.2

From: SKRLAC, DOUGLAS A CIV USAF AFMC AFLCMC/EZVP <douglas.skrlac@us.af.mil>
Sent: Thursday, September 5, 2024 2:55 PM
To: Megan Taggart <mtaggart@cityofpalmdale.org>
Cc: Kathy Inman <kinman@cityofpalmdale.org>; SHIELDS, PATRICK K CIV USAF AFMC AFLCMC/EZVC <patrick.shields.3@us.af.mil>; TITO, FREDERICK J CIV USAF AFMC AFLCMC/EZVP <frederick.tito@us.af.mil>
Subject: RE: Notice of Availability; Antelope Valley Commerce Center Draft EIR-USAF Comments

CAUTION: This email originated from outside of the organization.

Ms. Taggart,

Additional concerns from the Air Force Office of Special Investigations to Notice of Availability of a draft Environmental Impact Report for the Antelope Valley Commerce Center (General Plan Amendment 22-001, Zone Change 22-001, Specific Plan 22-001, Tentative Parcel Map 83738, Site Plan Review 22-008, and Development Agreement 22-001) is as follows:

> Major Sensitive research, development, and production activities supporting classified Air Force and Space Force contracts are conducted at P42. Additionally, P42 cleared defense contractors (CDC) conduct independent research and development activities using Air Force and Space Force classified technologies. Compromise of Air Force and Space Force platforms and technologies at P42 would cause exceptionally grave damage by providing foreign intelligence entities with information that could degrade or neutralize future defense capabilities.
>
> In coordination with CDCs and local authorities, Office of Special Investigations (OSI) Office of Special Projects (PJ) secures P42 to protect research and development activities supporting Air and Space Force contracts and technology. Securing open-air spaces is extremely difficult under current P42 environment and conditions. Increased commercial facilities, lighting, vehicles, traffic, cameras, and populace strain the Air Force, Space Force, and CDC's ability to operate with acceptable risk to research, development, test and evaluation (RDT&E) activities.
>
> A future P42 environment that included a commercial space with parking and pedestrian traffic in immediate proximity to P42 operations would provide conditions that could prevent secured open-air sensitive research, development, production, and testing activities. An establishment like the AVCC, could result in the CDCs ceasing operations and business at P42.

The City of Palmdale should reassess the sale and development of the land parcels adjacent to Air Force Plant 42 and the resultant long-term economic implications of such sales.

Please contact me for any questions you may have.

Respectfully,

DOUGLAS A. SKRLAC
Chief, Industrial Facilities Branch
Acquisition Environmental & Industrial Facilities Division
Air Force Life Cycle Management Center

1

H.2-1

RESPONSES TO COMMENT LETTER H.2:
Air Force Life Cycle Management Center (AFLCMC)

H.2-1 The comment is a follow-up email from Comment Letter H.1 and notes additional concerns from the Air Force Office of Special Investigations. The proposed Project requires the subsequent review and approval of Site Plans by the City's Development Advisory Board (DAB) for each parcel. USAF Plant 42 representatives regularly attend the City's DAB meetings. Any additional concerns, can be considered and addressed by conditions of approval placed on Site Plan approvals at the time that Site Plans are proposed. The comment is acknowledged; the comment is not related to CEQA and does not require further response. As this comment does not affect any of the discussion or analysis presented in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

COMMENT LETTER I

TRIBAL HISTORIC PRESERVATION OFFICE

VIA ELECTRONIC MAIL

mtaggart@cityofpalmdale.org

Megan Taggart, Director of Economic and
Community Development
City of Palmdale Planning Division
38250 Sierra Highway,
Palmdale CA 93550

MORONGO BAND OF MISSION INDIANS
A SOVEREIGN NATION

August 6, 2024

RE: Antelope Valley Commerce Center (General Plan Amendment 22-001, Zone Change 22-001, Specific Plan 22-001, Tentative Parcel Map 83738 and Site Plan Review 22-008) Project, California

The THPO has reviewed the Draft Environmental Impact Report (Draft EIR) that City of Palmdale (City) has made available for the Antelope Valley Commerce Center Project (Project). The City of Palmdale proposes to construct industrial and commercial space on approximately 26.8 acres within City limits. I-1

MBMI THPO has reviewed the Draft EIR and mitigation measures included in the Project Draft EIR. At this time, Tribe has no further comments upon the Project.

A Cultural Resources Investigation (Investigation; Knabb, 2022) was prepared on behalf of T and B Planning. This Investigation determined that Cultural Resources are present within the project limits and within one-half mile of the Project Area. I-2

Projects within this area are potentially sensitive for cultural resources regardless of the presence or absence of remaining surface artifacts and features. Tribal cultural resources are non-renewable resources and therefore of high importance to the Morongo Tribe; the Project Area has the potential for the discovery of intact buried cultural resources, tribal participation (a.k.a. Tribal Monitors) is requested by MBMI THPO during all ground disturbing activities.

As the lead agency, the City is responsible for ensuring that the Mitigation Measures agreed upon are carried out by the Project Proponent. As Tribal Monitoring is one of those Mitigation Measures, a Tribal Monitoring Services Agreement (TMSA) must be established with MBMI in advance of the beginning of any ground-disturbing activity at the Project site. I-3

Moreover, MBMI reserves the right, under AB 52, to continue Government-to-Government Consultation until the Project is complete and/or if circumstances make further communication and consultation necessary. This ensures that should cultural resources or tribal cultural resources be found at any stage of the Project, consultation mechanisms and policies will already be in place. I-4

MBMI looks forward to continuing to work with the City until the above Project is completed. Please notify Tribe when the Project is scheduled to begin so that Consultation can prepare appropriate Service Agreement Documents for the Project Proponent. I-5

The lead contact for this Project is Bernadette Ann Brierty, Tribal Historic Preservation Officer (THPO). MBMI Cultural Resource Specialist Laura Chatterton, will be assisting the Tribe in the review of this project. Please do not hesitate to contact us at ABrierty@morongo-nsn.gov, THPO@morongo-nsn.gov.

12700 Pumarra Road – Banning, CA 92220 – (951) 755-5259 – Fax (951) 572-6004 – THPO@morongo-nsn.gov

Comment Letter I

TRIBAL HISTORIC PRESERVATION OFFICE

lchatterton@morongo-nsn.gov or (951) 663-2842, should you have any questions. The Tribe looks forward to meaningful government-to-government consultation with the City. I-5 (CONT.)

Respectfully,

Bernadette Ann Brierty

Bernadette Ann Brierty
Tribal Historic Preservation Officer
Morongo Band of Mission Indians

CC: Morongo THPO

12700 Pumarra Road – Banning, CA 92220 – (951) 755-5259 – Fax (951) 572-6004 – THPO@morongo-nsn.gov

RESPONSES TO COMMENT LETTER I:
Morongo Band of Mission Indians (MBMI) Tribal Historic Preservation Office (THPO)

I-1 The commenter provides a brief summary of the Project description. The commenter incorrectly states that the Project is located on approximately 26.8 acres. The commenter is referred to Section 3.0, Project Description, which states that the Project is located on a 432.9 gross-acre site. No further response is necessary. Please refer also to the responses to Comments I-2 through I-4, below.

I-2 The commenter states that projects within the area are potentially sensitive for cultural resources regardless of presence or absence of remaining surface artifacts and features and that the Project has the potential for discovery of intact buried cultural resources. The commenter requests that Tribal Monitors are present during all ground disturbing activities. The commenter is referred to DEIR Mitigation Measure CUL MM-2, provided in Section 4.4, *Cultural Resources*, which requires, prior to the issuance of grading permits, the Project Applicant shall enter into an Tribal Monitoring Agreement with the consulting tribe(s) for a Tribal Monitor; CUL MM-2 goes on to require that the designated Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources .As the DEIR already includes provisions requiring tribal monitoring, no revision to the DEIR is warranted pursuant to this comment.

I-3 The commenter states that a Tribal Monitoring Services Agreement (TMSA) must be established with MBMI prior to any ground-disturbing activities at the Project site. Refer to response I-2 above. DEIR Mitigation Measure CUL MM-2 provides that prior to the issuance of grading permits, the Project Applicant shall enter into an Tribal Monitoring Agreement with the consulting tribe(s) for a Tribal Monitor. Due to consultation with several entities, the language specific to the MBMI will not be included (as the MLD will be established if something is found); the Agreement will cover all consulting tribes. As the requested mitigation already is included in the DEIR, no revision to the DEIR is warranted pursuant to this comment.

I-4 The commenter states that MBMI reserves the right under Assembly Bill (AB) 52 to continue consultation until the Project is complete. This comment is acknowledged. No further response is necessary.

I-5 The commenter closes the letter by requesting notification as to when the Project will begin and provides contact information should any questions arise. The comment is acknowledged. No further response is required.

F.3 ADDITIONS, CORRECTIONS, AND REVISIONS TO THE DEIR

Substantive changes made to the text, tables, and/or exhibits of the DEIR in response to public comments are itemized in Table F-2, *Errata Table of Additions, Corrections, and/or Revisions to the DEIR*. Additions are shown in Table F-2 as underline text and deletions shown as ~~stricken~~ text. Minor changes to the DEIR (e.g., corrections of non-substantive typographical errors) are not listed in Table F-2. No corrections or additions made to the DEIR are considered substantial new information requiring recirculation or additional environmental review under CEQA Guidelines Section 15088.5.

Table F-2 Errata Table of Additions, Corrections, and/or Revisions to the DEIR

Page(s)	Section(s)	Additions, Corrections, and/or Revisions to the DEIR
4.2-59; S-20	*4.2, Air Quality;* *S.0, Executive Summary*	In response to a comment by the Antelope Valley Air Quality Management District (AVAQMD), Regulatory Requirement AIR RR-3 has been expanded in the Final EIR as follows: AIR RR-3.The Project shall comply with the provisions of AVAQMD Rule 403, Fugitive Dust, including the submission of the required Dust Control Plan and Construction Excavation Fee, by implementing the following dust control measures during construction activities, such as earth-moving activities, grading, and equipment travel on unpaved roads. Prior to grading permit issuance, the following notes shall be included on the grading plans. Project contractors shall be required to ensure compliance with the notes. The notes also shall be specified in bid documents issued to prospective construction contractors. a. All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour (mph) per AVAQMD guidelines in order to limit fugitive dust emissions, or water shall be applied to the soil not more than 15 minutes prior to moving such soil to limit Visible Dust Emissions (VDE) to 20 percent opacity. b. The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered or subject to the application of dust suppressants sufficient to limit VDE to 20 percent opacity. c. The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 mph or less.
4.2-56; S-16	*4.2, Air Quality;* *S.0, Executive Summary*	In response to a comment by the Antelope Valley Air Quality Management District (AVAQMD), Mitigation Measure AIR MM-6 has been expanded in the Final EIR as follows: AIR MM-6. During Project construction, Developer will comply with the following: • Require all generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code or Regulations,

Table F-2 Errata Table of Additions, Corrections, and/or Revisions to the DEIR

Page(s)	Section(s)	Additions, Corrections, and/or Revisions to the DEIR
		and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hook-up at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that the Project Applicant documents that equipment with the required tier is not reasonably available and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment (for example, if a Tier IV Final piece of equipment is not necessarily available at the time of construction and a lower tier equipment is used instead (e.g., Tier IV interim), and another piece of equipment could be upgraded from a Tier IV Final to a higher tier (i.e., Tier V) or replaced with an alternative-fueled (not diesel-fueled) equipment to offset emissions associated with using a piece of equipment that does not Meet Tier IV Final standards). Before an exemption may be considered by the City, the Project Applicant shall be required to demonstrate that at least two construction fleet owners/operators in the Region were contacted and that those owners/operators are confirmed Tier IV Final or better equipment could not be located in the Region. To ensure that Tier IV Final construction equipment or better would be used during the proposed Project's construction, the Project Applicant shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities. • Provide infrastructure for zero-emission off-road construction equipment if the contractors selected to construct the Project plan to use zero-emission off-road construction equipment. • Provide electrical hook-ups to the power grid, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills, and compressors. In applicable bid documents and contracts with contractors selected to construct the Project, include language requiring all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors,

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		pressure washers, etc. (used during Project construction to be electric. • Require construction equipment to be turned off when not in use. • Recycle and/or salvage to reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11. • On days when the hourly average wind speed for the City of Palmdale exceeds 20 miles per hour, additional dust control measures shall be implemented, such as increased surface watering. Grading and excavation shall be prohibited when sustained wind speeds exceed 30 miles per hour. • Apply and maintain surface treatments (such as PURETi Coat or PlusTi) on impervious ground surfaces that lessen impervious surface-related radiative forcing. • Use paints, architectural coatings, and industrial maintenance coatings for all interior painting that have volatile organize compound levels of less than 10 g/L. • <u>All self-propelled off-road diesel-powered vehicles with engines greater than or equal to 25 horsepower and all two-engine vehicles (except on-road two-engine sweepers) shall comply with applicable provisions of the California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleets Regulation (Sections 2449, 2449.1, and 2449.2 of Title 13, Division 3, Chapter 9, Article 4.8, California Code of Regulations).</u>
4.2-55; S-13	*4.2, Air Quality;* *S.0, Executive Summary*	In response to a comment by the Advocates for the Environment, Mitigation Measure AIR MM-5 has been expanded in the Final EIR as follows: AIR MM-5 Prior to the issuance of a building permit, Developer shall provide documentation to the City of Palmdale demonstrating that the Project ~~could~~ <u>will</u> achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CALGreen Tier 2 standards in effect at the time of building permit application.
2-13	*2.0, Environmental Setting*	In response to a comment by the Los Angeles County Sanitation District (LACSD),the following text has been added to FEIR Section 2.0, *Environmental Setting*, to clarify that wastewater generated by the Project would be treated at the Lancaster Water Reclamation Plant (LWRP).

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		Most of the collected wastewater flows that are conveyed through public sewer mainlines discharge to Los Angeles County Sanitation District (LACSD) trunk mainlines, which ultimately direct flows to the Palmdale Water Reclamation Plant (WRP), which is managed in Los Angeles County Sanitation District No. 20 and can reclaim up to 12 million gallons per day (mgd). Some wastewater is sent to the Lancaster Water Reclamation Plant (LWRP). (City of Palmdale, 2022a, pp. 4.19-3 through 4.19-4). Wastewater generated by the Project would be treated at the LWRP.
4.15-3	*Section 4.15, Utilities and Service Systems*	In response to a comment by the Los Angeles County Sanitation District (LACSD),the following text has been has been updated in Final EIR Section 4.15, *Utilities and Service Systems*, to reflect the current average flow processed as provided by LACSD. Pursuant to the LACSD's DEIR comment letter dated July 25, 2024, ~~T~~the LACSD's 15-inch diameter trunk sewer has a capacity of 2.2 mgd and conveyed a peak flow of ~~0.7~~ 0.16 mgd when last measured in ~~2018~~ 2021. ~~(LACSD, 2022)~~
4.3-41 through 4.3-32; S-28	*Section 4.3, Biological Resources;* *S.0, Executive Summary*	In response to a comment by the California Department of Fish and Wildlife (CDFW), Mitigation Measure BIO MM-2 has been updated to reflect CDFW's recommended modifications, as shown below. BIO MM-2 **Nesting Birds/Raptors.** To avoid impacts on active nests for common and special status birds and raptors, the Project Applicant shall schedule vegetation clearing ~~and blasting (blasting is not anticipated)~~ during the non-breeding season ~~(i.e., September 16 to January 31) to the extent feasible~~. If Project timing requires that vegetation clearing occur between February 1 (as early as January 1 for some raptors) and September 15, the Project Applicant or its designee shall retain a qualified Biologist to conduct a pre-construction survey for nesting birds and raptors. The pre-construction survey shall be conducted by a qualified Biologist within three days prior to vegetation clearing. The pre-construction nesting bird survey area shall include the Project impact area (i.e., disturbance footprint) plus a ~~250-foot buffer to search for nesting birds and a~~ 500-foot buffer to search for nesting birds and raptors. If no active nests are found, no further mitigation would be required. If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors and a protective buffer of 300 feet shall be used to protect nesting birds. If appropriate, a smaller buffer may be considered (as determined by the Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals at the nest), and the type of construction activity. No construction activities shall be allowed in the designated buffer until

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		the Biologist determines that nesting activity has ended. Construction may proceed within the buffer area once the Biologist determines that nesting activity has ceased (i.e., fledglings have left the nest or the nest has failed). The designated buffer shall be clearly marked in the field and shall be mapped as Environmentally Sensitive Areas (ESAs) on construction plans. Prior to the initiation of construction activities, an email summary of the results shall be submitted to the City by the Project Applicant with a map of any active nests found and their designated buffers. Construction shall be allowed to proceed if standard buffer distances are employed for any active nests. The Biologist shall then prepare a formal Letter Report describing methods used, results of the survey, recommended buffers, and/or justification for buffer reductions. The Letter Report shall be submitted to the City within one week of completion of the survey. If an active nest is observed during the survey, the Letter Report shall include a map showing the designated protective buffer.
4.3-48 through 4.3-50; S-40 through S-43	*4.3, Biological Resources;S.0, Executive Summary*	In response to a comment by the California Department of Fish and Wildlife (CDFW), although it was determined that Crotch's bumble bee has no reasonable potential to occur on the Project site and thus impacts under CEQA were determined to be less than significant, in order to confirm absence of the species prior to construction activities, the following mitigation measure has been included in the Final EIR <u>BIO MM-13 So long as the Crotch's bumble bee remains a California State Candidate Endangered Species, or becomes listed as an endangered or threatened species, the following measures shall be required, including seasonal avoidance, construction site management, and nest avoidance verified through pre-construction surveys. Implementation of these measures will avoid Take and reduce impacts to less than significant. If Take cannot be avoided, the Project Applicant shall obtain an Incidental Take Permit (ITP) from the CDFW.</u> <u>1. Seasonal Avoidance – Crotch's bumble bee colonies are active in the spring and summer months (approximately February 1 through September 30). Breeding occurs during this period. Prior to the issuance of any clearing, grading, building, or other permit that would authorize vegetation clearance, a Qualified Biologist shall identify and visibly mark in the field with fencing, stakes, or flags with rope/cord, all areas of suitable Crotch's bumble bee habitat. No clearance of suitable habitat for any Project-related purpose shall be permitted to occur in the marked area(s) between February 1 and September 30. Avoidance of all direct impacts to suitable habitat on the Project site during this time period will avoid Take of an active colony and prevent impacts to breeding.</u>

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		2. Pre-construction Nest Survey – Prior to disturbing or clearing suitable Crotch's bumble bee habitat areas (which may only occur between October 1 and January 31), a Biological Monitor(s) shall conduct a pre-construction survey for Crotch's bumble bee nests. Pre- construction surveys must be completed no more than three weeks prior to the initiation of ground disturbing activities. Biological Monitors shall be knowledgeable and experienced in the biology, natural history, collecting and handling of the Crotch's bumble bee. The City shall not issue a clearing, grading, building, or other permit that would authorize clearance of suitable habitat until the Biological Monitor submits written results of the pre-construction survey verifying that no Crotch's bumble bee nests are present in the area proposed for disturbance. Verification of no nesting will confirm that the vegetation is only utilized for seasonal foraging. If nests are present, the City shall not allow disturbance to or clearance of the nesting habitat without issuance of an Incidental Take Permit (ITP) by the California Department of Fish and Wildlife (CDFW). 3. Construction Site Management – The following measures are recommended as best management practices during construction activities that occur within 500 feet of suitable Crotch's bumble bee habitat. These requirements shall be noted on applicable construction documents and shall be included as provisions in construction contractor agreements. a. Trash Abatement. A trash abatement program shall be initiated before starting construction activities. Trash and food items shall be contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators to Crotch's bumble bee. b. Erosion Control Materials. The use of erosion control materials potentially harmful to Crotch's bumble bee, such as monofilament netting (erosion control matting) or similar material shall be prohibited. An acceptable substitute is coconut coir matting. To limit introduction of invasive plant species, erosion control materials shall be limited to straw, rice straw and/or weed-free straw and the use of hay shall be avoided. c. Pesticide Use. Pesticides, including herbicides, insecticides, or rodenticides shall not be used unless there are no other feasible options. If pesticides need to be used, the use of neonicotinoid pesticides and pesticides marked with the US Environmental Protection Agency's bee hazard icon shall be prohibited. Preferentially use chemicals that are rated green/III in California Agricultural and Natural Resources (UC ANR), Statewide Integrated Pest Management Program (UC IPM) Bee Precaution Pesticide Ratings. Additionally, mixtures with fungicides and adjuvants, like those that contain alkylphenol ethoxylates, shall be prohibited because these have been shown to increase the risk of pesticide toxicity to bees. d. Construction Lighting Minimization. If construction activities will occur at night, all construction-related lighting shall be shielded or

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		directed away from Crotch's bumble bee habitat. All construction lighting used shall be yellow or orange lighting.
4.3-9	*4.3, Biological Resources*	The following text has been updated to reflect the CDFW's recent listing of the western burrowing owl as a Candidate Species for Endangered Status: The burrowing owl was listed as a Candidate species for Endangered status by the California Department of Fish and Wildlife (CDFW) in October 2024. Any take of the western burrowing owl would require issuance of a CESA ITP, pursuant to the CDFW's listing of burrowing owl as a Candidate species. ~~Burrowing owl is a California Species of Special Concern (SSC).~~
4.3-42; S-30	*4.3, Biological Resources;* *S.0, Executive Summary*	The following text has been updated to reflect most recent regulations for Joshua Tree woodland: BIO MM-4 Joshua Tree Woodland. The Project Applicant shall provide mitigation for permanently impacting Joshua tree woodland and disturbed Joshua tree woodland. The goal of this mitigation is to ensure no net loss of habitat following implementation of the Project. Mitigation ratios (i.e., the amount of mitigation acreage compared to the amount of impacted habitat) shall be negotiated with the resource agencies but shall be no less than 1:1, replacing each acre of habitat lost with of one acre of equivalent or higher quality habitat. This mitigation may be in the form of habitat preservation, restoration, enhancement, and/or establishment (i.e., creation), or an in-lieu fee program, discussed below. The Project Applicant shall implement one or a combination of these options, as approved by CDFW in the permit described in BIO MM-3. Successful implementation of BIO MM-3, issuance and utilization of an ITP, shall fully mitigate Joshua tree woodland impacts and eliminate the requirements of BIO MM-4.
4.3-45; S-34 through S- 35	*4.3, Biological Resources;* *S.0, Executive Summary*	The following text has been updated to reflect the CDFW's recent listing of the western burrowing owl as a Candidate Species for Endangered Status: BIO MM-7 Burrowing Owl Pre-Construction Survey. Per the Staff Report on Burrowing Owl Mitigation (CDFG 2012), the Project Applicant shall retain a qualified Biologist to conduct a pre-construction survey for the burrowing owl no less than 14 days prior to any ground disturbance by the Project and no greater than 30 days prior to ground disturbance in each Project area. The pre-construction survey shall include the area of proposed disturbance plus a 500-foot buffer (if access is available). If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it cannot be avoided, and therefore Take may occur, a CESA ITP would be required, and Project construction shall

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		not proceed until authorized under the provisions of an ITP. Implementation of the conditions of an ITP will fully mitigate for potential impacts on burrowing owl. ~~the burrowing owl shall be passively excluded from the burrow following methods described in CDFG 2012. One way doors shall be used to exclude owls from the burrows; doors shall be left in place for at least 48 hours. Once the burrow is determined to be unoccupied, as verified by site monitoring, the burrow shall be closed by a qualified Biologist who shall excavate the burrow using hand tools. Prior to excluding an owl from an active burrow, a receptor burrow survey shall be conducted to confirm that at least two potentially suitable unoccupied burrows are within approximately 688 feet prior to installation of the one-way door. If two natural receptor burrows are not located, one artificial burrow shall be created for every burrow that would be closed.~~ If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it can be avoided, the Biologist shall determine an appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 160 feet to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. If the qualified biologist determines that Take may occur, a CESA ITP would be required. If an active burrow is observed during the breeding season (i.e., February 1 to August 31), the active burrow shall be protected until nesting activity has ended (i.e., all young have fledged from the burrow). The Biologist shall determine the appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 650 to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. Construction shall be allowed to proceed when the qualified Biologist has determined that all fledglings have left the nest. Compensatory mitigation for the loss of foraging habitat shall be satisfied with implementation of MM BIO 6. If the qualified biologist determines that Take may occur, a CESA ITP would be required.
5-7	*5.0, Other CEQA Considerations*	The following text has been added to the Final EIR for clarification purposes. ~~In summary, with the exception of vacant undeveloped land between the Project site and 15th Street SE, and vacant undeveloped land northwest of~~

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		~~Columbia Way / East Avenue M, the immediately surrounding land is mostly built out~~. Furthermore, the improvements necessitated by the proposed Project to the public infrastructure, including Columbia Way / East Avenue M that forms the northern boundary of the Project site and proposed Public Streets A, B, C, and D, drainage infrastructure, and other utility improvements, are consistent with the City's General Plan (Palmdale 2045) and would not indirectly induce substantial and unplanned population growth in the local area.
5-8	*5.0, Other CEQA Considerations*	The following text has been added to the Final EIR for clarification purposes. The development of the proposed commercial, industrial, and open uses on the Project site would not reasonably or foreseeably cause the redevelopment of other properties or cause unplanned development on other properties because these properties are planned for future development as part of the City's General Plan buildout.

F.4 No Recirculation of DEIR Required

State CEQA Guidelines Section 15088.5 describes the conditions under which a DEIR that was circulated for public review is required to be re-circulated for additional public review and comment. State CEQA Guidelines Section 15088.5 states that new information added to a DEIR is not significant unless the DEIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

1. A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented;
2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance;
3. A feasible project alternative or mitigation measure considerably different from the others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it; and/or
4. The DEIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Based on the comment letters received by the City of Palmdale and the responses thereto (presented in F.2, above) and the minor revisions made to the DEIR (presented in Table F-2 above), there were no public comments or changes to the text or analysis presented in the DEIR that resulted in the identification of any new significant environmental effect or a substantial increase in the severity of an environmental effects that

were disclosed in the DEIR. The public comments also did not result in or require revisions to the text or graphics contained in the DEIR, beyond the minor revisions discussed in Table F-2. Additionally, the DEIR was fundamentally and basically adequate, and all conclusions within the DEIR were supported by evidence provided within the DEIR or the administrative record for the proposed Project. Furthermore, public comment letters on the DEIR did not identify any alternatives to the proposed Project considerably different from those analyzed in the DEIR that would substantially lessen the significant environmental impacts of the proposed Project while still attaining the Project's basic objectives. Based on the foregoing, recirculation of the DEIR is not warranted according to the guidance set forth in Section 15088.5 of the State CEQA Guidelines.

2.5.10 Utilities and Service Systems

A. Water Service

The Project site is located within the service area of the Los Angeles County Waterworks District 40 (LACWD). District 40 maintains 1,057 miles of potable and recycle water lines and 71 potable water tank reservoirs. The land use within the District has been primarily agricultural uses; however, this area is in transition from mainly agricultural to residential and industrial uses. (KEC Engineers, 2022, p. 12).

Existing LACWD water lines in the Project range from 30-inch to 48-inch in diameter and are located within the Columbia Way / East Avenue M right-of way.

B. Sewer Service

Public sewer systems located in the vicinity of the Project site are owned and maintained by the City of Palmdale Public Works, Sewer Maintenance Division (COPSM). The COPSM prepared a Sewer System Management Plan (SSMP) in 2014 to comply with the State Water Resources Control Board (SWRCB) Order 2006-0003: *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems* (City of Palmdale, 2014). COPSM manages a wastewater collection system of public sewer mainlines within the City's service area, which encompasses approximately 105 square miles. Most of the collected wastewater flows that are conveyed through public sewer mainlines discharge to Los Angeles County Sanitation District (LACSD) trunk mainlines, which ultimately direct flows to the Palmdale Water Reclamation Plant (WRP), which is managed in Los Angeles County Sanitation District No. 20 and can reclaim up to 12 million gallons per day (mgd). Some wastewater is sent to the Lancaster Water Reclamation Plant (LWRP). (City of Palmdale, 2022a, pp. 4.19-3 through 4.19-4) Wastewater generated by the Project would be treated at the LWRP.

Existing sewer facilities in the Project area include existing 8-inch and 18-inch diameter sanitary sewer lines located within the Columbia Way / East Avenue M right-of way to the north of the Project site boundary.

C. Solid Waste Services

The City contracts with Waste Management to provide residential and commercial trash, organic waste processing, and recycling services, including residential curbside trash, recycling, and yard waste collection, pick up of bulky items, and electronic waste pickup, for all single and multi-family homes, as l as bu.. ...as well as businesses. Like all municipalities, the City of Palmdale must meet the solid waste diversion mandates established by the California Integrated Waste Management Act under State Assembly Bill 939 (AB 939) in 1989. AB 939 mandates that all cities reduce annual waste per capita by 50 percent. The City of Palmdale is working toward compliance with all state recycling requirements, including legislation that imposes Mandatory Commercial Recycling on all businesses that generate at least four cubic yards of trash per week and all multi-family dwellings that have five units or more. City waste haulers send all residential and commercial solid waste to the Antelope Valley

equipment such as forklifts, handheld landscaping equipment, yard trucks, office appliances, etc.

- Require future tenants to exclusively use zero-emission light and medium-duty delivery trucks and vans, when economically feasible.

- Tenants shall be in, and monitor compliance with, all current air quality regulations for on-road trucks including the CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program, and the Statewide Truck and Bus Regulation.

AIR MM-5 Prior to the issuance of a building permit, Developer shall provide documentation to the City of Palmdale demonstrating that the Project ~~could~~ will achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CALGreen Tier 2 standards in effect at the time of building permit application.

AIR MM-6 During Project construction, Developer will comply with the following:

- Require all generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code or Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hook-up at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that the Project Applicant documents that equipment with the required tier is not reasonably available and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment (for example, if a Tier IV Final piece of equipment is not necessarily available at the time of construction and a lower tier equipment is used instead (e.g., Tier IV interim), and another piece of equipment could be upgraded from a Tier IV Final to a higher tier (i.e., Tier V) or replaced with an alternative-fueled (not diesel-fueled) equipment to offset emissions associated with using a piece of equipment that does not Meet Tier IV Final standards). Before an exemption may be considered by the City, the Project Applicant shall be required to demonstrate that at least two construction fleet owners/operators in the Region were contacted and that those owners/operators are confirmed Tier IV Final or better equipment could not be located in the Region. To

ensure that Tier IV Final construction equipment or better would be used during the proposed Project's construction, the Project Applicant shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

- Provide infrastructure for zero-emission off-road construction equipment if the contractors selected to construct the Project plan to use zero-emission off-road construction equipment.

- Provide electrical hook-ups to the power grid, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills, and compressors. In applicable bid documents and contracts with contractors selected to construct the Project, include language requiring all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers, etc. (used during Project construction to be electric.

- Require construction equipment to be turned off when not in use.

- Recycle and/or salvage to reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.

- On days when the hourly average wind speed for the City of Palmdale exceeds 20 miles per hour, additional dust control measures shall be implemented, such as increased surface watering. Grading and excavation shall be prohibited when sustained wind speeds exceed 30 miles per hour.

- Apply and maintain surface treatments (such as PURETi Coat or PlusTi) on impervious ground surfaces that lessen impervious surface-related radiative forcing.

- Use paints, architectural coatings, and industrial maintenance coatings for all interior painting that have volatile organize compound levels of less than 10 g/L.

- All self-propelled off-road diesel-powered vehicles with engines greater than or equal to 25 horsepower and all two-engine vehicles (except on-road two-engine sweepers) shall comply with applicable provisions of the California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleets Regulation (Sections 2449, 2449.1, and 2449.2 of Title 13, Division 3, Chapter 9, Article 4.8, California Code of Regulations).

building permits for the Project, the Project applicant shall provide building plans that include the following solid waste reduction measures:

- Provide storage areas for recyclables and green waste in new construction, and food waste
- storage, if a pick-up service is available.
- Evaluate the potential for onsite composting.

AIR RR-1 The Project shall comply with the provisions of AVAQMD Rule 401, Visible Emissions, which requires that a person shall not discharge into the atmosphere from any single source of emission whatsoever, any air contaminant for a period or periods aggregating more than three minutes in any one hour which is:

a. As dark or darker in shade as that designated No. 1 on the Ringelmann Chart, as published by the United States Bureau of Mines; or

b. Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subparagraph (b)(1)(A) of Rule 401.

AIR RR-2 The Project shall comply with the provisions of AVAQMD Rule 402, Nuisance, which requires that a person shall not discharge air contaminants or other materials that would cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.

AIR RR-3 The Project shall comply with the provisions of AVAQMD Rule 403, Fugitive Dust, including the submission of the required Dust Control Plan and Construction Excavation Fee, by implementing the following dust control measures during construction activities, such as earth-moving activities, grading, and equipment travel on unpaved roads. Prior to grading permit issuance, the following notes shall be included on the grading plans. Project contractors shall be required to ensure compliance with the notes. The notes also shall be specified in bid documents issued to prospective construction contractors.

- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour (mph) per AVAQMD guidelines in order to limit fugitive dust emissions, or water shall be applied to the soil not more than 15 minutes prior to moving such soil to limit Visible Dust Emissions (VDE) to 20 percent opacity.
- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered or subject to the application of dust suppressants sufficient to limit VDE to 20 percent opacity.

4. Special Status Wildlife Species

Thirty-two special status wildlife species have been reported in the Project site's vicinity. Suitable or marginally suitable habitat for 17 of these species occurs on or adjacent to the Project site. Special status wildlife species reported from the site's vicinity include species of raptors and other birds, bats, mammals and reptiles as discussed below. (Psomas, 2023a, pp. 50-52) Table 10 of *Technical Appendix C1* provides a summary of special status wildlife species reported to occur in the region of the Project site and includes information on the status, species background, nearest reported location, potential for occurrence, and results of focused survey efforts (where applicable). Table 10 also includes species reported by the CNDDB, supplemented with species from the Project Biologist's (Psomas) experience that either occur nearby or could occur based on the presence of suitable habitat. (Psomas, 2023a, p. 35)

❑ Special Status Raptor Species

Eight special status raptor species have the potential to forage throughout the Project site: 1) Cooper's hawk; 2) short-eared owl; 3) long-eared owl; 4) northern harrier; 5) burrowing owl; 6) merlin; 7) American peregrine falcon; and 8) prairie falcon. Potentially suitable foraging habitat occurs throughout the Study Area. Of the seven special status raptor species with the potential to occur, one species, the burrowing owl, has the potential to nest on the Project site. (Psomas, 2023a, p. 50)

Burrowing Owl

The burrowing owl was listed as a Candidate species for Endangered status by the California Department of Fish and Wildlife (CDFW) in October 2024. Any take of the western burrowing owl would require issuance of a CESA ITP, pursuant to the CDFW's listing of burrowing owl as a Candidate species. ~~Burrowing owl is a California Species of Special Concern (SSC).~~ Suitable habitat and potentially suitable burrows for the burrowing owl occur mostly in the creosote bush dominated portions of the Project site. No burrowing owl individuals or active/inactive burrowing owl burrows were observed on the Study Area during focused surveys. (Psomas, 2022b, p. 4) However, six potential burrowing owl burrows were identified as shown on Figure 4.3-4, *Burrowing Owl Survey Results*.

Swainson's Hawk

Swainson's hawks were historically more numerous and widespread breeders in Southern California, even nesting on the coast as far south as San Diego County. Previously a scarce summer resident in the Mojave and Colorado deserts, the species is known to still be rather scarce in this region and restricted to desert woodland habitats of Joshua tree, Mojave yucca, and possibly desert riparian habitats. It is known to be considered a very rare summer resident in the region and listed known nesting sites such as the Lanfair Valley in San Bernardino County, Owens Valley in Inyo County, and the Antelope Valley in Los Angeles County. Unpublished data indicates that there has been recolonization of historic habitats in the Antelope Valley and population increases in the Owens Valley. The Bureau of Land Management's West Mojave Plan states that all recent nest sites for the West Mojave Planning Area (WMPA) are in the Antelope, Victor, and Apple Valleys from near Palmdale and Lancaster, Los Angeles County, east to Adelanto and Victorville in San Bernardino

d. **Contractor Coordination**. The Dedicated Biologist shall coordinate with the Project's construction Contractor(s) involved in vegetation clearing and ground-disturbing construction activities to accomplish the following:
   i. Attendance at the pre-construction tailboard meeting (i.e., on-site meeting prior to work activities) to ensure that timing and location of construction activities do not conflict with other mitigation requirements (e.g., seasonal surveys for nesting birds). The meeting shall be conducted with the Construction Contractor and other key construction personnel to describe the importance of restricting work to designated areas.
   ii. Discussion with the Construction Contractor of procedures to minimize harm/harassment of wildlife that may be encountered during construction.
   iii. Review/designation of the construction area with the Construction Contractor in accordance with the Final Grading Plan. Haul roads, access roads, and on-site staging and storage areas shall be sited in grading areas to minimize degradation of habitat adjacent to these areas. If activities outside these limits are necessary, they shall be evaluated by the Biologist to ensure no special status species or habitats will be affected.
   iv. A field review that is conducted to stake designated construction limits (to be set by a Surveyor retained by the Project Applicant). Any construction activity areas immediately adjacent to Joshua tree woodland may be flagged or temporarily fenced by the Biological Monitor at their discretion.
   v. Submittal of a brief report to the City discussing any unapproved disturbances resulting in impacts to special status resources within 48 hours of the incident.

BIO MM-2 **Nesting Birds/Raptors.** To avoid impacts on active nests for common and special status birds and raptors, the Project Applicant shall schedule vegetation clearing ~~and blasting (blasting is not anticipated)~~ during the non-breeding season ~~(i.e., September 16 to January 31) to the extent feasible.~~ If Project timing requires that vegetation clearing occur between February 1 (as early as January 1 for some raptors) and September 15, the Project Applicant or its designee shall retain a qualified Biologist to conduct a pre-construction survey for nesting birds and raptors. The pre-construction survey shall be conducted by a qualified Biologist within three days prior to vegetation clearing. The pre-construction nesting bird survey area shall include the Project impact area (i.e., disturbance footprint) plus ~~a 250-foot buffer to search for nesting birds and~~ a 500-foot buffer to search for nesting birds and raptors. If no active nests are found, no further mitigation would be required.

If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors and a protective buffer of 300 feet shall be used to protect nesting birds. If appropriate, a smaller buffer may be considered (as determined by the Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals at the nest), and the type of construction activity. No construction activities shall be allowed in the designated buffer until the Biologist

determines that nesting activity has ended. Construction may proceed within the buffer area once the Biologist determines that nesting activity has ceased (i.e., fledglings have left the nest or the nest has failed). The designated buffer shall be clearly marked in the field and shall be mapped as Environmentally Sensitive Areas (ESAs) on construction plans.

Prior to the initiation of construction activities, an email summary of the results shall be submitted to the City by the Project Applicant with a map of any active nests found and their designated buffers. Construction shall be allowed to proceed if standard buffer distances are employed for any active nests. The Biologist shall then prepare a formal Letter Report describing methods used, results of the survey, recommended buffers, and/or justification for buffer reductions. The Letter Report shall be submitted to the City within one week of completion of the survey. If an active nest is observed during the survey, the Letter Report shall include a map showing the designated protective buffer.

BIO MM-3 **Take Permits.** Prior to the issuance of grading or building permits, the Project Applicant shall obtain a CESA Section 2081 Incidental Take Permit (ITP) or a Joshua Tree Conservation Act ITP from the California Department of Fish and Wildlife (CDFW) allowing impacts to western Joshua tree, a State Candidate species. Compensatory mitigation for impacts on Joshua tree woodland are described in BIO MM-4. If regulatory status changes at any point prior to impacts, and the species is no longer designated as a State Candidate for listing or a State listed species, an ITP would no longer be required.

BIO MM-4 **Joshua Tree Woodland.** The Project Applicant shall provide mitigation for permanently impacting Joshua tree woodland and disturbed Joshua tree woodland. The goal of this mitigation is to ensure no net loss of habitat following implementation of the Project. Mitigation ratios (i.e., the amount of mitigation acreage compared to the amount of impacted habitat) shall be negotiated with the resource agencies but shall be no less than 1:1, replacing each acre of habitat lost with of one acre of equivalent or higher quality habitat. This mitigation may be in the form of habitat preservation, restoration, enhancement, and/or establishment (i.e., creation), or an in-lieu fee program, discussed below. The Project Applicant shall implement one or a combination of these options, as approved by CDFW in the permit described in BIO MM-3. Successful implementation of BIO MM-3, issuance and utilization of an ITP shall fully mitigate Joshua tree woodland impacts and eliminate the requirements of BIO MM-4.

1. Preservation consists of acquisition of mitigation lands containing viable occurrences of the species, or that enhance the sustainability of the occurrences by protecting buffer lands and protecting those occurrences in perpetuity under a

protection of existing native species, trash and weed removal, native species salvage and reuse (i.e., duff), soil treatments (i.e., imprinting, decompacting), temporary irrigation installation, erosion-control measures (i.e., rice or willow wattles), seed mix application, and container species.

d. **Schedule.** A schedule that requires planting to occur between October 1 and March 1 shall be developed.

e. **Maintenance Plan/Guidelines.** The maintenance plan shall include the following, as determined by specific site conditions and permit requirements: weed control, herbivory control, trash removal, irrigation system maintenance, maintenance training, and replacement planting.

f. **Monitoring Plan.** The site shall be monitored and maintained for a minimum of five years to ensure successful establishment of riparian habitat within the restored and created areas. The monitoring plan shall include qualitative monitoring (i.e., photographs and general observations); quantitative monitoring (e.g., randomly placed transects); performance criteria, as approved by the resource agencies; and monthly reports for the first year with quarterly reports thereafter and annual reports for all five years.

g. **Long-Term Preservation.** Long-term preservation of the site shall be outlined in the restoration and enhancement plan to ensure the mitigation site is not impacted by future development.

Although monitoring plans are typically scheduled for five years, if performance standards are successfully met prior to five years, the Project Applicant may request to be released from remaining monitoring requirements by CDFW.

BIO MM-5 **City of Palmdale Permit.** Per the City of Palmdale Emergency Ordinance No. 1556, a City approved Biologist shall prepare a Desert Vegetation Preservation Plan and the City shall issue a permit for Joshua tree removal prior to Project impacts. The City may defer to a CDFW ITP (See BIO MM-3), with no additional requirements, if one is issued for the project.

BIO MM-6 **California Desert Native Plant Harvesting Permits.** Prior to the initiation of construction, the Project Applicant shall obtain the necessary permits, tags, and/or seals, and shall pay the appropriate fees for removal of any individuals of a species protected by the California Desert Native Plant Protection Act. This includes nine silver cholla.

BIO MM-7 **Burrowing Owl Pre-Construction Survey.** Per the Staff Report on Burrowing Owl Mitigation (CDFG 2012), the Project Applicant shall retain a qualified Biologist to conduct a pre-construction survey for the burrowing owl no less than 14 days prior to any ground disturbance by the Project and no greater than 30 days prior to ground

disturbance in each Project area. The pre-construction survey shall include the area of proposed disturbance plus a 500-foot buffer (if access is available).

If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it cannot be avoided, and therefore Take may occur, a CESA ITP would be required, and Project construction shall not proceed until authorized under the provisions of an ITP. Implementation of the conditions of an ITP will fully mitigate for potential impacts on burrowing owl. ~~the burrowing owl shall be passively excluded from the burrow following methods described in CDFG 2012. One-way doors shall be used to exclude owls from the burrows; doors shall be left in place for at least 48 hours. Once the burrow is determined to be unoccupied, as verified by site monitoring, the burrow shall be closed by a qualified Biologist who shall excavate the burrow using hand tools. Prior to excluding an owl from an active burrow, a receptor burrow survey shall be conducted to confirm that at least two potentially suitable unoccupied burrows are within approximately 688 feet prior to installation of the one-way door. If two natural receptor burrows are not located, one artificial burrow shall be created for every burrow that would be closed.~~

If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it can be avoided, the Biologist shall determine an appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 160 feet to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. If the qualified biologist determines that Take may occur, a CESA ITP would be required.

If an active burrow is observed during the breeding season (i.e., February 1 to August 31), the active burrow shall be protected until nesting activity has ended (i.e., all young have fledged from the burrow). The Biologist shall determine the appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 650 to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. Construction shall be allowed to proceed when the qualified Biologist has determined that all fledglings have left the nest. Compensatory mitigation for the loss of foraging habitat shall be satisfied with implementation of MM BIO 6. If the qualified biologist determines that Take may occur, a CESA ITP would be required.

space to the greatest extent practicable. Any such light fixtures installed adjacent to open space areas shall direct/reflect light downward and away from adjacent habitat areas.

BIO MM-11 **Landscaping**. The Project Applicant or its designee shall retain a qualified Biologist to review the landscaping plan to ensure that any landscaping component of the Project does not include the planting of exotic, invasive species that would potentially degrade the quality of the surrounding natural open space. A list of potential landscaping plant species shall be submitted to the Biologist for review; the Biologist shall ensure that exotic plant species known to be invasive (e.g., those on the California Invasive Plant Council's [Cal-IPC's] invasive plant inventory) are not included on the list. The Biologist shall make recommendations for more suitable plant species if necessary. Once a final plant palette is prepared, landscaping installed in the development area shall include only species on the approved palette.

BIO MM-12 **Prevention of the Spread of Weed Seeds**. The introduction of exotic plant species shall be avoided and minimized to the extent practicable. Weed seeds entering the construction area via vehicles shall be minimized by requiring construction vehicles to be washed prior to delivery to the Project site. Track-clean or other methods of vehicle cleaning shall be used by the Construction Contractor to prevent weed seeds from entering/exiting the construction areas on vehicles. Additionally, wattles used for erosion control shall be certified as weed-free.

Although it was determined that Crotch's bumble bee has no reasonable potential to occur on the Project site and thus impacts under CEQA were determined to be less than significant, in order to confirm absence of the species prior to construction activities, the following mitigation measure has been included in the Final EIR.

BIO MM-13 So long as the Crotch's bumble bee remains a California State Candidate Endangered Species, or becomes listed as an endangered or threatened species, the following measures shall be required, including seasonal avoidance, construction site management, and nest avoidance verified through pre-construction surveys. Implementation of these measures will avoid Take and reduce impacts to less than significant. If Take cannot be avoided, the Project Applicant shall obtain an Incidental Take Permit (ITP) from the CDFW.

1. **Seasonal Avoidance** – Crotch's bumble bee colonies are active in the spring and summer months (approximately February 1 through September 30). Breeding occurs during this period. Prior to the issuance of any clearing, grading, building, or other permit that would authorize vegetation clearance, a Qualified Biologist shall identify and visibly mark in the field with fencing, stakes, or flags with rope/cord, all areas of suitable Crotch's bumble bee habitat. No clearance of suitable habitat for any Project-related purpose shall be permitted to occur in the

marked area(s) between February 1 and September 30. Avoidance of all direct impacts to suitable habitat on the Project site during this time period will avoid Take of an active colony and prevent impacts to breeding.

2. **Pre-construction Nest Survey** – Prior to disturbing or clearing suitable Crotch's bumble bee habitat areas (which may only occur between October 1 and January 31), a Biological Monitor(s) shall conduct a pre-construction survey for Crotch's bumble bee nests. Pre- construction surveys must be completed no more than three weeks prior to the initiation of ground disturbing activities. Biological Monitors shall be knowledgeable and experienced in the biology, natural history, collecting and handling of the Crotch's bumble bee. The City shall not issue a clearing, grading, building, or other permit that would authorize clearance of suitable habitat until the Biological Monitor submits written results of the pre-construction survey verifying that no Crotch's bumble bee nests are present in the area proposed for disturbance. Verification of no nesting will confirm that the vegetation is only utilized for seasonal foraging. If nests are present, the City shall not allow disturbance to or clearance of the nesting habitat without issuance of an Incidental Take Permit (ITP) by the California Department of Fish and Wildlife (CDFW).

3. **Construction Site Management** – The following measures are recommended as best management practices during construction activities that occur within 500 feet of suitable Crotch's bumble bee habitat. These requirements shall be noted on applicable construction documents and shall be included as provisions in construction contractor agreements.
    a. Trash Abatement. A trash abatement program shall be initiated before starting construction activities. Trash and food items shall be contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators to Crotch's bumble bee.
    b. Erosion Control Materials. The use of erosion control materials potentially harmful to Crotch's bumble bee, such as monofilament netting (erosion control matting) or similar material shall be prohibited. An acceptable substitute is coconut coir matting. To limit introduction of invasive plant species, erosion control materials shall be limited to straw, rice straw and/or weed-free straw and the use of hay shall be avoided.
    c. Pesticide Use. Pesticides, including herbicides, insecticides, or rodenticides shall not be used unless there are no other feasible options. If pesticides need to be used, the use of neonicotinoid pesticides and pesticides marked with the US Environmental Protection Agency's bee hazard icon shall be prohibited. Preferentially use chemicals that are rated

green/III in California Agricultural and Natural Resources (UC ANR), Statewide Integrated Pest Management Program (UC IPM) Bee Precaution Pesticide Ratings. Additionally, mixtures with fungicides and adjuvants, like those that contain alkylphenol ethoxylates, shall be prohibited because these have been shown to increase the risk of pesticide toxicity to bees.

d. Construction Lighting Minimization. If construction activities will occur at night, all construction-related lighting shall be shielded or directed away from Crotch's bumble bee habitat. All construction lighting used shall be yellow or orange lighting.

B. Mitigation Measures Applicable to Phases II – IV of the Project

With the exception of BIO MM-6, all of the mitigation measures identified above as BIO MM-1, BIO MM-2, BIO MM-3, BIO MM-4, BIO MM-5, BIO MM-7, BIO MM-8, BIO MM-9, BIO MM-10, BIO MM-11, BIO MM-12 and BIO MM-13 shall also apply to Phases II – IV of the Project.

4.3.8 Design Features (DF0 and Regulatory Requirements (RR)

The City of Palmdale is required to assure that implementing development complies with the assumptions relied upon herein and applicable regulatory requirements pertaining to the topic of Biological Resources, which include the following regulatory requirements and design features. The Project shall be conditioned to implement the following design features and regulatory requirements as part of the City's Conditions of Approval for the Project.

BIO RR-1 **National Pollutant Discharge Elimination System (NPDES) Compliance**. The Project Applicant or its designee shall incorporate Best Management Practices (BMPs) during Project construction, including applicable measures required through the National Pollutant Discharge Elimination System (NPDES) requirements, to ensure that the quantity and quality of water runoff discharged by Project activities does not adversely affect biological resources. BMPs shall be designed to prevent, to the extent feasible, the runoff of toxins, chemicals, petroleum products, or other elements that might degrade water quality. Additionally, BMPs shall be used to minimize erosion.

BIO RR-2 **Clean Up Requirements for Accidental Hazardous Waste Spills**. Construction contractors shall immediately stop work and, pursuant to pertinent State and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so, to minimize impacts to biological resources

BIO DF-1 **Landscaping**. The Project Applicant or its designee shall retain a qualified biologist to review the landscaping plan to ensure that any landscaping component of the Project does not include the planting of exotic, invasive species that would potentially degrade

Deliveries, depicts LACWD's anticipated water deliveries from 2025 through 2045. (LACWD, 2021, p. 4-2)

Table 4.15-2 LACWD Projected Water Deliveries

	Projected Water Use, ac-ft/yr				
Use Type	**2025**	**2030**	**2035**	**2040**	**2045**
Single-family	40,919	43,709	46,599	49,601	52,116
Multi-family	2,212	2,364	2,518	2,683	2,819
Commercial[1]	3,112	2,617	2,178	1,780	1,870
Industrial	3,315	3,546	3,777	4,022	4,226
Institutional/governmental[1]	1,035	870	726	595	625
Losses[2]	3,808	3,998	4,202	4,419	4,643
Total	**54,400**	**57,100**	**60,000**	**63,100**	**66,300**

[1] The 2025-2040 projected water demand is based on gallons per capita per day (GPCD) times the projected population.
[2] Losses are assumed to be seven percent of projected water demand.
(LACWD, 2021, pp. 4-2, Table 4-2)

B. Sewer Service and Treatment

Public sewer systems that would provide service to the proposed Project are owned and maintained by the COPSM. The COPSM prepared a Sewer System Management Plan (SSMP) in 2014 to comply with the State Water Resources Control Board (SWRCB) Order 2006-0003: *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems* (City of Palmdale, 2014). COPSM manages wastewater collection system of public sewer mainlines within the City's service area, which encompasses approximately 105 square miles. Unincorporated areas surrounding Palmdale fall within Los Angeles County jurisdiction. The City's sewer system includes 396 miles of pipeline and 8,441 manholes, most of which are under 30 years in structure age. Most of the collected wastewater flows that are conveyed through public sewer mainlines discharge to Los Angeles County Sanitation District (LACSD) trunk mainlines, which ultimately direct flows to the Palmdale Water Reclamation Plant (WRP), which is managed in Los Angeles County Sanitation District No. 20 and can reclaim up to 12 million gallons per day (mgd). The Palmdale WRP provides primary, secondary, and tertiary water treatment with a design capacity of 12 mgd. Treatment includes preliminary mechanically cleaned bar screens, aerated grit chambers, and settling tanks; secondary anaerobic digester, air compressors, and clarifier tanks; and tertiary chemical treatments with aqueous ammonia, sodium hypochlorite, and chlorine contact tanks. The fully treated water is then reused in municipal and agricultural settings or stored in recycled water reservoirs (City of Palmdale, 2022a, pp. 4.19-3 and -4)

Some wastewater is sent to the Lancaster Water Reclamation Plant (LWRP), located approximately 16 miles north of the City. (City of Palmdale, 2022a, pp. 4.19-3 and -4) Sewage within the Project area is conveyed to the LWRP for treatment, located approximately 9.5 miles north of the Project site. The LWRP is managed in LACSD District #14 and serves a population of approximately 160,000 people. The LWRP currently provides primary, secondary, and tertiary treatment for a design capacity of 18 million gallons per day (mgd). Pursuant to the LACSD's DEIR comment letter dated July 25, 2024, the LWRP ~~and~~ currently processes an average recycled flow of ~~13.9~~ 13.0 mgd. The reclaimed water is

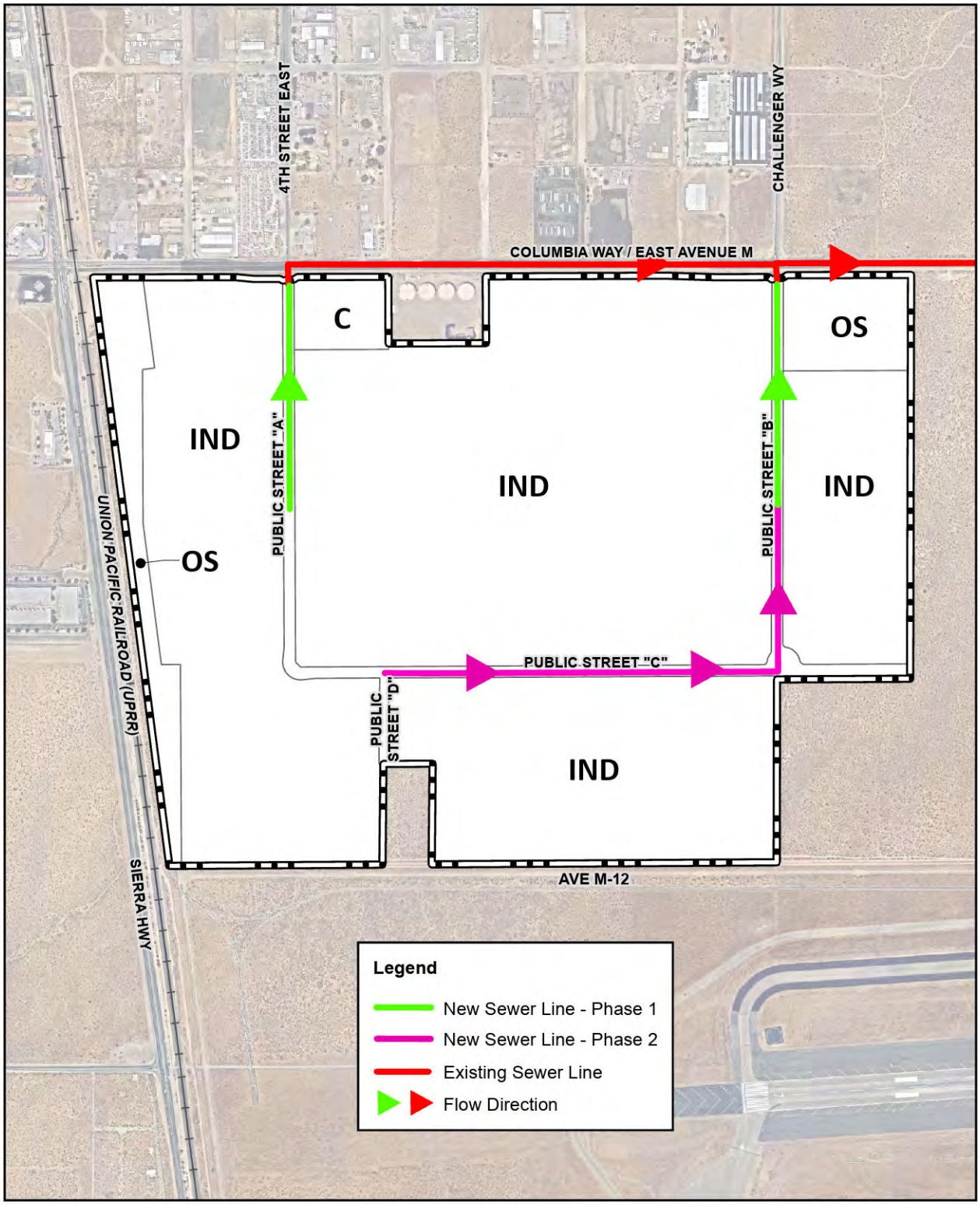
used for landscape and agricultural irrigation in and around the City of Lancaster, along with a variety of other municipal and industrial purposes. In addition, reclaimed water is used to maintain water levels in Apollo Lakes Regional Park and Piute Ponds. In addition to producing recycled water, the LWRP processes all wastewater solids generated at the plant. The wastewater solids are anaerobically digested, centrifugally dewatered, and further dried in drying beds. The dried biosolids are hauled away and beneficially used. Methane gas is produced during the digestion process and is used to heat the anaerobic digesters. (LACSD, n.d.)

Pursuant to the LACSD's NOP Comment letter (see EIR *Appendix A*), wastewater flow from the Project would discharge to a local sewer line, which is not maintained by LACSD for conveyance to the LACSD's Trunk "C" Trunk Sewer, located within Columbia Way / East Avenue M, west of 30th Street East. Pursuant to the LACSD's DEIR comment letter dated July 25, 2024, ~~T~~the LACSD's 15-inch diameter trunk sewer has a capacity of 2.2 mgd and conveyed a peak flow of ~~0.7~~ 0.16 mgd when last measured in ~~2018~~ 2021. ~~(LACSD, 2022).~~ Due to the Project's location, the flow originating from the proposed Project would have to be transported to the LACSD trunk sewer by local sewer(s) that are not maintained by the LACSD. As part of the proposed Project and as shown previously on Figure 3-8, *Sanitary Sewer Infrastructure Phasing Plan*, in Section 3.0, *Project Description*, existing sanitary sewer lines are located within the Columbia Way / East Avenue M right-of-way (ROW) to the north of the Project site boundary. As part of the Project, approximately 1,300 linear feet of the existing sanitary sewer line within the Columbia Way / East Avenue M ROW would be upgraded. Sanitary sewer lines are proposed along Public Street A and Public Street B ROWs. The proposed sanitary sewer lines would connect to the existing sanitary sewer line at the intersection of Public Street A and Columbia Way / East Avenue M and the intersection of Public Street B and Columbia Way / East Avenue M. The proposed sanitary sewer line in Public Street A will remain independent from the proposed sanitary sewer lines in the rest of the Specific Plan Area.

C. *Solid Waste Collection and Disposal*

The City contracts with Waste Management to provide complete residential and commercial trash, organic waste processing, and recycling services, including residential curbside trash, recycling and yard waste collection, pickup of bulky items, and electronic waste pickup, for all single and multi-family homes, as well as businesses. (City of Palmdale, 2022a, p. 4.19-4)

Like all municipalities, the City of Palmdale must meet the solid waste diversion mandates established by the California Integrated Waste Management Act under State Assembly Bill 939 (AB 939) in 1989. AB 939 mandates that all cities reduce annual waste per capita by 50 percent. The City of Palmdale is working toward compliance with all state recycling requirements, including legislation that imposes Mandatory Commercial Recycling on all businesses that generate at least four cubic yards of trash per week and all multi-family dwellings that have five units or more. City waste haulers send all residential and commercial solid waste to the Antelope Valley Recycling and Disposal Facility, located at 1200 West City Ranch Road, approximately one mile from State Route 14 (SR-14). (City of Palmdale, 2022a, p. 4.19-4)



Source(s): Esri, Nearmap Imagery (July 2023), WestLAND Group, Inc. (10-01-2024)

Figure 3-8

Sanitary Sewer Infrastructure Phasing Plan

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	AIR MM-5 Prior to the issuance of a building permit, Developer shall provide documentation to the City of Palmdale demonstrating that the Project ~~could~~ will achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CalGreen Tier 2 standards in effect at the time of building permit application.	Developer	City of Palmdale or its designee	Prior to issuance of a building permit	
	AIR MM-6 During Project construction, Developer will comply with the following: • Require all generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code or Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hook-up at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that	Developer	City of Palmdale or its designee	During Project construction	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	impervious surface-related radiative forcing. • Use paints, architectural coatings, and industrial maintenance coatings for all interior painting that have volatile organize compound levels of less than 10 g/L. • All self-propelled off-road diesel-powered vehicles with engines greater than or equal to 25 horsepower and all two-engine vehicles (except on-road two-engine sweepers) shall comply with applicable provisions of the California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleets Regulation (Sections 2449, 2449.1, and 2449.2 of Title 13, Division 3, Chapter 9, Article 4.8, California Code of Regulations). **AIR MM-7** During operation of the proposed Project, Developer will comply with the following: • All outdoor cargo handling equipment (including yard trucks, hostlers, yard goats, forklifts, and landscaping equipment) shall be zero- emission vehicles. Each building shall include the necessary charging stations or other necessary infrastructure for cargo handling equipment. The building manager or their designee shall be responsible for enforcing these requirements. • In anticipation of a transition to zero emissions truck fleets during the lifetime of the Project, install at least ten (10) heavy-	Developer	City of Palmdale or its designee	During operation of the Project	

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	AIR RR-1 The Project shall comply with the provisions of AVAQMD Rule 401, Visible Emissions, which requires that a person shall not discharge into the atmosphere from any single source of emission whatsoever, any air contaminant for a period or periods aggregating more than three minutes in any one hour which is: a. As dark or darker in shade as that designated No. 1 on the Ringelmann Chart, as published by the United States Bureau of Mines; or **b.** Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subparagraph (b)(1)(A) of Rule 401.	Project Applicant; Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	AIR RR-2 The Project shall comply with the provisions of AVAQMD Rule 402, Nuisance, which requires that a person shall not discharge air contaminants or other materials that would cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.	Project Applicant; Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	AIR RR-3 The Project shall comply with the provisions of AVAQMD Rule 403, Fugitive Dust, <u>including the submission of the required Dust Control Plan and Construction Excavation Fee,</u> by implementing the following dust control measures during construction activities, such as earth-moving activities, grading, and equipment travel on unpaved roads. Prior to grading permit issuance, the following notes shall be included on the grading plans. Project contractors shall be required to ensure compliance with the notes. The notes also shall be specified in bid	Project Applicant; Construction Contractor(s)	City of Palmdale or its designee	Prior to issuance of a grading permit or any permit that authorizes ground disturbance; During Project construction activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	temporarily fenced by the Biological Monitor at their discretion. v. Submittal of a brief report to the City discussing any unapproved disturbances resulting in impacts to special status resources within 48 hours of the incident.				
	BIO MM-2 Nesting Birds/Raptors. To avoid impacts on active nests for common and special status birds and raptors, the Project Applicant shall schedule vegetation clearing ~~and blasting (blasting is not anticipated)~~ during the non-breeding ~~season (i.e., September 16 to January 31) to the extent feasible~~. If Project timing requires that vegetation clearing occur between February 1 (as early as January 1 for some raptors) and September 15, the Project Applicant or its designee shall retain a qualified Biologist to conduct a pre-construction survey for nesting birds and raptors. The pre-construction survey shall be conducted by a qualified Biologist within three days prior to vegetation clearing. The pre-construction nesting bird survey area shall include the Project impact area (i.e., disturbance footprint) plus ~~a 250-foot buffer to search for nesting birds and~~ a 500-foot buffer to search for nesting birds and raptors. If no active nests are found, no further mitigation would be required. If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors and a protective buffer of 300 feet shall be used to protect nesting birds. If appropriate, a smaller buffer may be considered (as determined by the Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals	Project Applicant; Construction Contractor(s); qualified professional biologist retained by Project Applicant	City of Palmdale or its designee	During the non-breeding nesting season; 3 days prior to the clearing of vegetation if scheduled during the nesting season; During construction of the Project; Prior to the initiation of construction activities	

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	BIO MM-4 Joshua Tree Woodland. The Project Applicant shall provide mitigation for permanently impacting Joshua tree woodland and disturbed Joshua tree woodland. The goal of this mitigation is to ensure no net loss of habitat following implementation of the Project. Mitigation ratios (i.e., the amount of mitigation acreage compared to the amount of impacted habitat) shall be negotiated with the resource agencies but shall be no less than 1:1, replacing each acre of habitat lost with of one acre of equivalent or higher quality habitat. This mitigation may be in the form of habitat preservation, restoration, enhancement, and/or establishment (i.e., creation), or an in-lieu fee program, discussed below. The Project Applicant shall implement one or a combination of these options, as approved by CDFW in the permit described in BIO MM-3. Successful implementation of BIO MM-3, issuance and utilization of an ITP, shall fully mitigate Joshua tree woodland impacts and eliminate the requirements of BIO MM-4. 1. Preservation consists of acquisition of mitigation lands containing viable occurrences of the species, or that enhance the sustainability of the occurrences by protecting buffer lands and protecting those occurrences in perpetuity under a conservation easement or an in-lieu fee program that is transferred to a qualified land trust or public agency. 2. Restoration consists of the re-establishment or rehabilitation of mitigation land with the goal of returning natural or historic functions and characteristics. Restoration may result in a gain in habitat function, acreage, or both. 3. Enhancement consists of activities that heighten, intensify, or improve one or more	Project Applicant	CDFW	As approved by the CDFW during the biological permitting process	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	species protected by the California Desert Native Plant Protection Act. This includes nine silver cholla. **BIO MM-7 Burrowing Owl Pre-Construction Survey**. Per the Staff Report on Burrowing Owl Mitigation (CDFG 2012), the Project Applicant shall retain a qualified Biologist to conduct a pre-construction survey for the burrowing owl no less than 14 days prior to any ground disturbance by the Project and no greater than 30 days prior to ground disturbance in each Project area. The pre-construction survey shall include the area of proposed disturbance plus a 500-foot buffer (if access is available). If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it cannot be avoided, and therefore Take may occur, a CESA ITP would be required, and Project construction shall not proceed until authorized under the provisions of an ITP. Implementation of the conditions of an ITP will fully mitigate for potential impacts to burrowing owl. ~~the burrowing owl shall be passively excluded from the burrow following methods described in CDFG 2012. One-way doors shall be used to exclude owls from the burrows; doors shall be left in place for at least 48 hours. Once the burrow is determined to be unoccupied, as verified by site monitoring, the burrow shall be closed by a qualified Biologist who shall excavate the burrow using hand tools. Prior to excluding an owl from an active burrow, a receptor burrow survey shall be conducted to confirm that at least two potentially suitable unoccupied burrows are within approximately 688 feet prior to installation of the one-way door. If two natural receptor burrows are not located, one artificial burrow shall be created for every burrow that would be closed~~.	Project Applicant; professional qualified biologist retained by the Project Applicant	City of Palmdale or its designee	No less than 14 days and no more than 30 days prior the initiation of ground disturbance/construction activities	

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it can be avoided, the Biologist shall determine an appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 160 feet to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. If the qualified biologist determines that Take may occur, a CESA ITP would be required. If an active burrow is observed during the breeding season (i.e., February 1 to August 31), the active burrow shall be protected until nesting activity has ended (i.e., all young have fledged from the burrow). The Biologist shall determine the appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 650 to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. Construction shall be allowed to proceed when the qualified Biologist has determined that all fledglings have left the nest. Compensatory mitigation for the loss of foraging habitat shall be satisfied with implementation of MM BIO 6. If the qualified biologist determines that Take may occur, a CESA ITP would be required.				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	landscaping installed in the development area shall include only species on the approved palette.				
	BIO MM-12 Prevention of the Spread of Weed Seeds. The introduction of exotic plant species shall be avoided and minimized to the extent practicable. Weed seeds entering the construction area via vehicles shall be minimized by requiring construction vehicles to be washed prior to delivery to the Project site. Track-clean or other methods of vehicle cleaning shall be used by the Construction Contractor to prevent weed seeds from entering/exiting the construction areas on vehicles. Additionally, wattles used for erosion control shall be certified as weed-free In response to a comment by the California Department of Fish and Wildlife (CDFW), although it was determined that Crotch's bumble bee has no reasonable potential to occur on the Project site and thus impacts under CEQA were determined to be less than significant, in order to confirm absence of the species prior to construction activities, the following mitigation measure has been included in the Final EIR **BIO MM-13** So long as the Crotch's bumble bee remains a California State Candidate Endangered Species, or becomes listed as an endangered or threatened species, the following measures shall be required, including seasonal avoidance, construction site management, and nest avoidance verified through pre-construction surveys. Implementation of these measures will avoid Take and reduce impacts to less than significant. If Take cannot be avoided, the Project Applicant shall obtain an Incidental Take Permit (ITP) from the CDFW.	Project Applicant or its designee; Construction Contractor	City of Palmdale or its designee	Curing construction activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	1. Seasonal Avoidance – Crotch's bumble bee colonies are active in the spring and summer months (approximately February 1 through September 30). Breeding occurs during this period. Prior to the issuance of any clearing, grading, building, or other permit that would authorize vegetation clearance, a Qualified Biologist shall identify and visibly mark in the field with fencing, stakes, or flags with rope/cord, all areas of suitable Crotch's bumble bee habitat. No clearance of suitable habitat for any Project-related purpose shall be permitted to occur in the marked area(s) between February 1 and September 30. Avoidance of all direct impacts to suitable habitat on the Project site during this time period will avoid Take of an active colony and prevent impacts to breeding 2. Pre-construction Nest Survey – Prior to disturbing or clearing suitable Crotch's bumble bee habitat areas (which may only occur between October 1 and January 31), a Biological Monitor(s) shall conduct a pre-construction survey for Crotch's bumble bee nests. Pre-construction surveys must be completed no more than three weeks prior to the initiation of ground disturbing activities. Biological Monitors shall be knowledgeable and experienced in the biology, natural history, collecting and handling of the Crotch's bumble bee. The City shall not issue a clearing, grading, building, or other permit that would authorize clearance of suitable habitat until the Biological Monitor submits written results of the pre-construction survey verifying that no Crotch's bumble bee				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	nests are present in the area proposed for disturbance. Verification of no nesting will confirm that the vegetation is only utilized for seasonal foraging. If nests are present, the City shall not allow disturbance to or clearance of the nesting habitat without issuance of an Incidental Take Permit (ITP) by the California Department of Fish and Wildlife (CDFW). 3. Construction Site Management – The following measures are recommended as best management practices during construction activities that occur within 500 feet of suitable Crotch's bumble bee habitat. These requirements shall be noted on applicable construction documents and shall be included as provisions in construction contractor agreements. a. Trash Abatement. A trash abatement program shall be initiated before starting construction activities. Trash and food items shall be contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators to Crotch's bumble bee. b. Erosion Control Materials. The use of erosion control materials potentially harmful to Crotch's bumble bee, such as monofilament netting (erosion control matting) or similar material shall be prohibited. An acceptable substitute is coconut				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	coir matting. To limit introduction of invasive plant species, erosion control materials shall; be limited to straw, rice straw and/or weed-free straw and the use of hay shall be avoided. c. Pesticide Use. Pesticides, including herbicides, insecticides, or rodenticides shall not be used unless there are no other feasible options. If pesticides need to be used, the use of neonicotinoid pesticides and pesticides marked with the US Environmental Protection Agency's bee hazard icon shall be prohibited. Preferentially use chemicals that are rated green/III in California Agricultural and Natural Resources (UC ANR), Statewide Integrated Pest Management Program (UC IPM) Bee Precaution Pesticide Ratings. Additionally, mixtures with fungicides and adjuvants, like those that contain alkylphenol ethoxylates, shall be prohibited because these have been shown to increase the risk of pesticide toxicity to bees. b. Construction Lighting Minimization. If construction activities will occur at night, all construction-related lighting shall be shielded or directed away from Crotch's bumble bee habitat. All construction				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	lighting used shall be yellow or orange lighting.				
	BIO RR-1 National Pollutant Discharge Elimination System (NPDES) Compliance. The Project Applicant or its designee shall incorporate Best Management Practices (BMPs) during Project construction, including applicable measures required through the National Pollutant Discharge Elimination System (NPDES) requirements, to ensure that the quantity and quality of water runoff discharged by Project activities does not adversely affect biological resources. BMPs shall be designed to prevent, to the extent feasible, the runoff of toxins, chemicals, petroleum products, or other elements that might degrade water quality. Additionally, BMPs shall be used to minimize erosion.	Project Applicant or its designee; Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities	
	BIO RR-2 Clean Up Requirements for Accidental Hazardous Waste Spills. Construction contractors shall immediately stop work and, pursuant to pertinent State and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so, to minimize impacts to biological resources.	Construction Contractor(s); State and Federal entities	City of Palmdale or its designee	Immediately during construction of the Project should any hazardous waste spills occur on the site	
	BIO DF-1 Landscaping. The Project Applicant or its designee shall retain a qualified biologist to review the landscaping plan to ensure that any landscaping component of the Project does not include the planting of exotic, invasive species that would potentially degrade the quality of the surrounding natural open space. A list of potential landscaping plant species shall be submitted to the qualified biologist for review; the qualified biologist shall ensure that exotic plant species known to be invasive (e.g., those on the California Invasive Plant Council's (Cal-IPC's)				

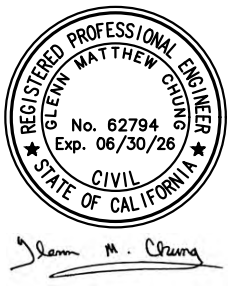
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TPM 083738
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Introduction

The following sanitary sewer hydraulic analysis was completed using the following two methods. Method 1 utilizes the LA County Title 20 Division 2 Chapter 20.32 Part 3 Main Line Sewers Size Specifications Table found in Appendix A. Method 2 utilizes the LA County Sanitation District's 2020 Loading Rates found in Appendix B. The two separate methods were used to compare the anticipated sewer demands from the proposed project. The proposed project consists of 11 parcels ranging from 7 to 79 acres, a 6.5 acre shopping center, and 111 acres of future warehousing development (Phase 4).

Sanitary Sewer Hydraulic Analysis

Each proposed building/parcel will have its own sewer lateral to service the site. The western half of the site (Buildings 4, 10, 11 and Shopping Center) will have a cumulative sewer flow at Node A, see Appendix C for the Sewer Node Exhibit. Node A connects to the existing dry 8" sewer stub found on 4th St. Buildings 1 and 2 will each connect to the existing dry 18" sewer main found on East Ave M at Nodes E2 and E3. The eastern half of the site (Buildings 3, 5, 6, 7, 8, 9, and Phase 4) will have a cumulative sewer flow at Node B. Node B will connect to the existing dry 18" sewer stub found on Challenger Way.

Method 1: Utilizing the LACSD Sewer Coefficient method along with the City Zoning Map determined that the existing site falls under General Industrial (M-2). The proposed zoning for the majority of the site is Light Industrial (M-1) with a small parcel being Commercial Center (C-4). Table 1 shows the anticipated average (ADF) and peak (PDF) daily flow for each of the parcels based on the parcel area and sewer coefficient factor. The PDF was calculated utilizing the unit flow factor. The ADF was then back calculated from the PDF by dividing by a factor of 2.5. Table 2 shows the cumulative flows at significant nodes. Table 5 breaks down the capacity of the existing 8" and 18" sewer lines. From the two tables Node A's ADF of 0.4993 mgd and PDF of 1.2484 mgd surpasses the capacity of Reach A to E-1 0.2597 mgd. At Node E5 the cumulative flow from the entire project site has an ADF of 2.0991 mgd and PDF of 5.2478 mgd whereas the capacity of Reach E5 and East is 4.1176 mgd. Therefore, per the LACSD Sewer Coefficient method the existing sewer lines do not provide adequate capacity for the flow conditions.

Method 2: Utilizing the LACSD 2020 Loading Rates categorizes the buildings into Warehousing less than or greater than 300,000 sqft and Shopping Center. Table 3 shows the anticipated ADF and PDF for each of the parcels based on the parcel area and sewer flow loadings. At the request of the city, the Phase 4 PDF was calculated using Method 1. The Phase 4 ADF was then back calculated from the PDF by dividing by a factor of 2.5. Table 4 shows the cumulative flows at significant nodes. Table 5 breaks down the capacity of the existing 8" and 18" sewer lines. From the two tables Node A's ADF of 0.1392 mgd and PDF of 0.3481 mgd surpasses the capacity of Reach A to E-1 0.2597 mgd. At Node E5 the cumulative flow from the entire project site has an ADF of 0.7043 mgd and PDF of 1.7608 mgd whereas the capacity of Reach E5 and East is 4.1176 mgd. Therefore, per the LACSD 2020 Loading Rate method the existing 8" sewer lines serving the western half of the site do not provide adequate capacity while the 18" sewer lines serving the eastern half of the site do provide adequate capacity for the flow conditions.

In conclusion, the anticipated flow rates and sewer demand varies significantly between the methods. This is due to the high sewer coefficient applied by Method 1. Method 1 groups all industrial zoning (M-1 to M-4) into the same coefficient. When comparing types of industrial usage, manufacturing would require significantly higher sewer demand whereas warehousing would be considerably less. The proposed warehouse buildings will typically have 1-4 offices and bathrooms. Method 2 more accurately represents the anticipated flow rates by providing a loading rate specific to warehousing. Since both methods produce anticipated flow rates that exceed the capacity of the existing 8" sewer of Reach A. It is recommended that the existing 8" sewer line be upsized to a 15". Table 6 shows that a 15" main constructed at the same slope of the existing 8" main will have a capacity of 2.5322 mgd which more than adequately services Reach A to E1. The existing 18" main downstream already meets the demands of the project when utilizing the more applicable Method 2.

Table 1: Method 1 Proposed Land Use Demand							
Parcel	**Parcel Area (AC)**	**Land Use**	**Unit Flow Factor ($ft^3/s/ac$)**	**Average Daily Flow (ft^3/s)**	**Peak Daily Flow (ft^3/s)**	**Average Daily Flow (mgd)**	**Peak Daily Flow (mgd)**
1	7.31	Light Industrial (M-1)	0.021	0.0614	0.1535	0.0397	0.0992
2	7.31	Light Industrial (M-1)	0.021	0.0614	0.1535	0.0397	0.0992
3	6.98	Light Industrial (M-1)	0.021	0.0586	0.1465	0.0379	0.0947
4	30.75	Light Industrial (M-1)	0.021	0.2583	0.6459	0.1670	0.4174
5	46.33	Light Industrial (M-1)	0.021	0.3892	0.9730	0.2515	0.6288
6	12.49	Light Industrial (M-1)	0.021	0.1049	0.2622	0.0678	0.1695
7	12.49	Light Industrial (M-1)	0.021	0.1049	0.2622	0.0678	0.1695
8	12.38	Light Industrial (M-1)	0.021	0.1040	0.2601	0.0672	0.1681
9	78.56	Light Industrial (M-1)	0.021	0.6599	1.6499	0.4265	1.0663
10	43.53	Light Industrial (M-1)	0.021	0.3656	0.9141	0.2363	0.5908
11	13.02	Light Industrial (M-1)	0.021	0.1093	0.2734	0.0707	0.1767
Commercial	6.55	Commercial Center (C-4)	0.015	0.0393	0.0982	0.0254	0.0635
Phase 4	110.82	Light Industrial (M-1)	0.021	0.9309	2.3272	0.6016	1.5041
Total	**388.52**			**3.2478**	**8.1195**	**2.0991**	**5.2478**

Note:
The existing land use per the City of Palmdale Zoning (12/14/94) is General Industrial (M-2) and uses the same Unit Flow Factor of 0.021

Table 2: Method 1 Proposed Land Use Demand Totals			
	Buildings	**Total ADF (mgd)**	**Total PDF (mgd)**
Node A	4, 10, 11, Comm	0.4993	1.2484
Node E2	1	0.0397	0.0992
Node E3	2	0.0397	0.0992
Node B	3, 5, 6, 7, 8, 9, Phase 4	1.5204	3.8010
Total		**2.0991**	**5.2478**

Table 3: Method 2 Proposed Land Use Demand							
Parcel	**Parcel Area (sqft)**	**Land Use**	**Unit Flow Factor (gpd/1,000 sqft)**	**Average Daily Flow (gpd)**	**Peak Daily Flow (gpd)**	**Average Daily Flow (mgd)**	**Peak Daily Flow (mgd)**
1	318,360	Warehousing ≤ 300,000 sq ft	25	7,959	19,897	0.0080	0.0199
2	318,442	Warehousing ≤ 300,000 sq ft	25	7,961	19,903	0.0080	0.0199
3	303,982	Warehousing ≤ 300,000 sq ft	25	7,600	18,999	0.0076	0.0190
4	1,339,684	Warehousing > 300,000 sq ft	10	13,397	33,492	0.0134	0.0335
5	2,018,193	Warehousing > 300,000 sq ft	10	20,182	50,455	0.0202	0.0505
6	543,895	Warehousing ≤ 300,000 sq ft	25	13,597	33,993	0.0136	0.0340
7	543,883	Warehousing ≤ 300,000 sq ft	25	13,597	33,993	0.0136	0.0340
8	539,454	Warehousing ≤ 300,000 sq ft	25	13,486	33,716	0.0135	0.0337
9	3,422,276	Warehousing > 300,000 sq ft	10	34,223	85,557	0.0342	0.0856
10	1,896,044	Warehousing > 300,000 sq ft	10	18,960	47,401	0.0190	0.0474
11	567,018	Warehousing ≤ 300,000 sq ft	25	14,175	35,439	0.0142	0.0354
Commercial	285,274	Shopping Center	325	92,714	231,785	0.0927	0.2318
Phase 4	*See Table 1 for calculation*			*601,637*	*1,504,092*	*0.6016*	*1.5041*
Total	**12,096,504**			**859,489**	**2,148,721**	**0.8595**	**2.1487**

Note:
Phase 4 flow rates were calculated using Method 1 per City's request.

Table 4: Method 2 Proposed Land Use Demand Totals			
	Parcel	**Total ADF (mgd)**	**Total PDF (mgd)**
Node A	4, 10, 11, Comm	0.1392	0.3481
Node E2	1	0.0080	0.0199
Node E3	2	0.0080	0.0199
Node B	3, 5, 6, 7, 8, 9, Phase 4	0.7043	1.7608
Total		**0.8595**	**2.1487**

Table 5: Capacity of Existing Sewer Lines														
				Hydarulic Radius Calculation								Flow Calculation		
Reach	Pipe Diameter [D] (in)	Pipe Diameter [D] (ft)	Radius [r] (ft)	depth/Diameter @ PDF [d/D]	depth [d] (ft)	[h] (ft)	Theta [Θ] (rad)	Cross Sectional Area of Flow More than Half Full [A] (ft^2)	Wetted Perimeter [WP] (ft)	Hydraulic Radius [R_h] (ft)	Roughness Coefficient Vitrified Clay Full [n_{full}]	Existing Slope [S] (ft/ft)	Flow Capacity [Q] [ft3/s]	Flow Capacity [Q] [mgd]
Node A to Node E1	8	0.67	0.33	0.5	0.333	0.333	3.142	0.175	1.047	0.167	0.013	0.0044	0.4019	0.2597
Node E1 to Node E2	18	1.5	0.75	0.75	1.125	0.375	2.094	1.422	3.142	0.453	0.013	0.0052	6.9259	4.4763
Node E2 to Node E3	18	1.5	0.75	0.75	1.125	0.375	2.094	1.422	3.142	0.453	0.013	0.0052	6.9259	4.4763
Node E3 to Node E4	18	1.5	0.75	0.75	1.125	0.375	2.094	1.422	3.142	0.453	0.013	0.0052	6.9259	4.4763
Node E4 to Node E5	18	1.5	0.75	0.75	1.125	0.375	2.094	1.422	3.142	0.453	0.013	0.0122	10.6085	6.8564
Node E5 and East	18	1.5	0.75	0.75	1.125	0.375	2.094	1.422	3.142	0.453	0.013	0.0044	6.3709	4.1176

Table 6: Capacity of Upsized Sewer Lines														
				Hydarulic Radius Calculation								Flow Calculation		
Reach	Pipe Diameter [D] (in)	Pipe Diameter [D] (ft)	Radius [r] (ft)	depth/Diameter @ PDF [d/D]	depth [d] (ft)	[h] (ft)	Theta [Θ] (rad)	Cross Sectional Area of Flow More than Half Full [A] (ft^2)	Wetted Perimeter [WP] (ft)	Hydraulic Radius [R_h] (ft)	Roughness Coefficient Vitrified Clay Full [n_{full}]	Slope [S] (ft/ft)	Flow Capacity [Q] [ft3/s]	Flow Capacity [Q] [mgd]
Node A to Node E1	15	1.25	0.63	0.75	0.938	0.313	2.094	0.987	2.618	0.377	0.013	0.0044	3.9179	2.5322

Table 5: Method 3 Proposed Land Use Demand				
Building	**Average Daily Flow (gpd)**	**Peak Daily Flow (gpd)**	**Average Daily Flow (mgd)**	**Peak Daily Flow (mgd)**
1	1,190	2,975	0.0012	0.0030
2	1,713	4,283	0.0017	0.0043
3	1,655	4,138	0.0017	0.0041
4	5,387	13,468	0.0054	0.0135
5	6,975	20,925	0.0070	0.0209
6	2,327	5,818	0.0023	0.0058
7	2,352	5,880	0.0024	0.0059
8	3,327	8,318	0.0033	0.0083
9	10,106	25,265	0.0101	0.0253
10	6,716	20,148	0.0067	0.0201
11	2,268	5,670	0.0023	0.0057
12, 13, 14, 15 (Commercial)	286	715	0.0003	0.0007
	397	993	0.0004	0.0010
	490	1,225	0.0005	0.0012
	447	1,341	0.0004	0.0013
Total	**45,636**	**121,162**	**0.0456**	**0.1212**

Note:
Flow rates from Johnson Plumbing and Heating spreadsheet in Appendix C

Table 6: Method 3 Proposed Land Use Demand Totals			
	Buildings	**Total ADF (mgd)**	**Total PDF (mgd)**
Node A	4, 10, 11, Comm	0.0160	0.0436
Node E2	1	0.0012	0.0030
Node E3	2	0.0017	0.0043
Node B	3, 5, 6, 7, 8, 9	0.0267	0.0703
Total		**0.0456**	**0.1212**

Appendix A

LACSD Title 20 Division 2 Chapter 20.32.440 Main Line Sewer – Size Specifications (Dated 2013)

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§ 20.32.440. Main-line sewers—Size specifications

Latest version.

A. The size of main-line sewer pipe shall be determined by standards of design and the coefficients listed below, but in no case shall it be less than eight inches inside diameter.

For zoning in the following categories for residential areas:	Coefficient cu. ft. per sec. per acre
R-1	0.004
R-2	0.008
R-3	0.012
R-4	0.016*
For commercial areas:	
C-I through C-4	0.015*
For heavy industrial areas:	
M-I through M-4	0.021*

* Individual building, commercial or industrial plant capacities shall be the determining factor when they exceed the coefficients shown.

B. The coefficient to be used for any zoned area not listed will be determined by the county engineer based upon the intended development and use.

C. The county engineer shall determine which of the coefficients or combination of coefficients shall be used for design, as determined by the established or proposed zoning in the study area. Any modifications to these coefficients due to topography, development or hazard areas shall be approved by the county engineer.

(Ord. 8690 § 12 (part), 1964: Ord. 6130 Part 5 Ch. 6 § 5606, 1952.)

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Estimated Average Daily Sewage Flows for Various Occupancies

Occupancy	Abbreviation	*Average daily flow	
Apartment Buildings:			
Bachelor or Single dwelling units	Apt	100	gal/D.U. → 150
1 bedroom dwelling units	Apt	150	gal/D.U. → 200
2 bedroom dwelling units	Apt	200	gal/D.U. → 250
3 bedroom or more dwelling units	Apt	250	gal/D.U. → use 300 GPD per SMD
Auditoriums, churches, etc.	Aud	5	gal/seat
Automobile parking	P	25	gal/1,000 sq ft gross floor area
Bars, cocktails lounges, etc.	Bar	20	gal/seat
Commercial Shops & Stores	CS	100	gal/1000 sq ft gross floor area
Hospitals (surgical)	HS	500	gal/bed
Hospitals (convalescent)	HC	85	gal/bed
Hotels	H	150	gal/room
Medical Buildings	MB	300	gal/1000 sq ft gross floor area
Motels	M	150	gal/unit
Office Buildings	Off	200	gal/1000 sq ft gross floor area
Restaurants, cafeterias, etc.	R	50	gal/seat
Schools:			
Elementary or Jr. High	S	10	gal/student
High Schools	HS	15	gal/student
Universities or Colleges	U	20	gal/student
College Dormitories	CD	85	gal/student

*Multiply the average daily flow by 2.5 to obtain the peak flow

Zoning Coefficients

Zone	Coefficient (cfs/Acre)
Agriculture	0.001
Residential+:	
R-1	0.004
R-2	0.008
R-3	0.012
R-4	0.016*
Commercial:	
C-1 through C-4	0.015*
Heavy Industrial:	
M1 through M-4	0.021*

*Individual building, commercial or industrial plant capacities shall be the determining factor when they exceed the coefficients shown

+ Use 0.001 (cfs/unit) for condominiums only

1 gal = 0.13368 ft^3

1 ft^3 = 7.48 gal

1 gpd = 1.55×10^{-6} cfs

1 cfs = 646,190 gpd

Appendix B

LACSD Loading Rate Table (Dated 2020)

4150 Concours, Ontario, CA 91764
Phone: (909) 989-9789 • Fax: (909) 989-9660

SANITATION DISTRICT NO. 20

CONNECTION FEE LOADINGS, CAPACITY UNITS, AND UNIT RATES

EFFECTIVE JULY 1, 2020

CATEGORY	UNIT OF USAGE	LOADINGS			CAPACITY UNITS	CHARGE
		FLOW (GPD)	COD (PPD)	SS (PPD)		
Single Family Home	Parcel	260	1.22	0.59	1.00	2,073.76
Condominiun	No. of Units	195	0.92	0.44	0.75	1,555.32
Multi-Unit Residential	No. of Units	156	0.73	0.35	0.60	1,244.26
Mobile Home Park	Spaces	156	0.73	0.35	0.60	1,244.26
Hotel/Motel/Rooming House	Rooms	125	0.54	0.28	0.48	995.40
Store	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Supermarket	1000 Sq.Ft.	150	2.00	1.00	0.88	1,824.91
Shopping Center	1000 Sq.Ft.	325	3.00	1.17	1.51	3,131.38
Regional Mall	1000 Sq.Ft.	150	2.10	0.77	0.82	1,700.48
Office Building	1000 Sq.Ft.	200	0.86	0.45	0.76	1,576.06
Medical, Dental, Veterinary Clinic	1000 Sq.Ft.	300	1.29	0.68	1.14	2,364.09
Restaurant	1000 Sq.Ft.	1,000	16.68	5.00	5.71	11,841.17
Indoor Theatre	1000 Sq.Ft.	125	0.54	0.28	0.48	995.40
Car Wash - Tunnel, No Recycling	1000 Sq.Ft.	3,700	15.86	8.33	14.07	29,177.80
Car Wash - Tunnel, Recycling	1000 Sq.Ft.	2,700	11.74	6.16	10.31	21,380.47
Car Wash - Wand	1000 Sq.Ft.	700	3.00	1.58	2.66	5,516.20
Bank, Credit Union	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Service Shop, Auto Maint/Repair	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Animal Kennel	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Gas Station	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Auto Sales	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Wholesale Outlet	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Nursery/Greenery	1000 Sq.Ft.	25	0.11	0.06	0.10	207.38
Lt Manufacturing =< 300,000 sq.ft.	1000 Sq.Ft.	25	0.23	0.09	0.12	248.85
Lt manufacturing > 300,000 sq.ft.	1000 Sq.Ft.	10	0.09	0.05	0.05	103.69
Lumber Yard =< 300,000 sq.ft.	1000 Sq.Ft.	25	0.23	0.09	0.12	248.85
Lumber Yard > 300,000 sq.ft.	1000 Sq.Ft.	10	0.09	0.05	0.05	103.69
Warehousing =< 300,000 sq.ft.	1000 Sq.Ft.	25	0.23	0.09	0.12	248.85
Warehousing > 300,000 sq.ft.	1000 Sq.Ft.	10	0.09	0.05	0.05	103.69
Open Storage =< 300,000 sq.ft.	1000 Sq.Ft.	25	0.23	0.09	0.12	248.85
Open Storage > 300,000 sq.ft.	1000 Sq.Ft.	10	0.09	0.05	0.05	103.69
Drive-In Theatre	1000 Sq.Ft.	20	0.09	0.05	0.08	165.90
Night Club	1000 Sq.Ft.	350	1.50	0.79	1.33	2,758.10
Bowling/Skating	1000 Sq.Ft.	150	1.76	0.55	0.73	1,513.84
Club & Lodge Halls	1000 Sq.Ft.	125	0.54	0.27	0.47	974.67
Auditorium/Amusement	1000 Sq.Ft.	350	1.50	0.79	1.33	2,758.10
Golf Course & Park	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Campground, Marina, RV Park	Spaces	55	0.34	0.14	0.22	456.23
Convalescent Home	Beds	125	0.54	0.28	0.48	995.40
Laundromat	1000 Sq.Ft.	3,825	16.40	8.61	14.55	30,173.21
Mortuary/Funeral Home	1000 Sq.Ft.	100	1.33	0.67	0.59	1,223.52
Health Spa without Showers	1000 Sq.Ft.	300	1.29	0.68	1.14	2,364.09
Health Spa with Showers	1000 Sq.Ft.	600	2.58	1.35	2.28	4,728.17
Special Event Center*	Attendance	10	0.04	0.02	0.04	82.95
College/University	Students	20	0.09	0.05	0.08	165.90
Private School	1000 Sq.Ft.	200	0.86	0.45	0.76	1,576.06
Library/Museum	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Post Office (Local)	1000 Sq.Ft.	100	0.43	0.23	0.38	788.03
Post Office (Regional)	1000 Sq.Ft.	25	0.23	0.09	0.12	248.85
Church	1000 Sq.Ft.	50	0.21	0.11	0.19	394.01

X = 0.7242 Y = 0.1128 Z = 0.1630 Connection Fee Rate = $2,073.76

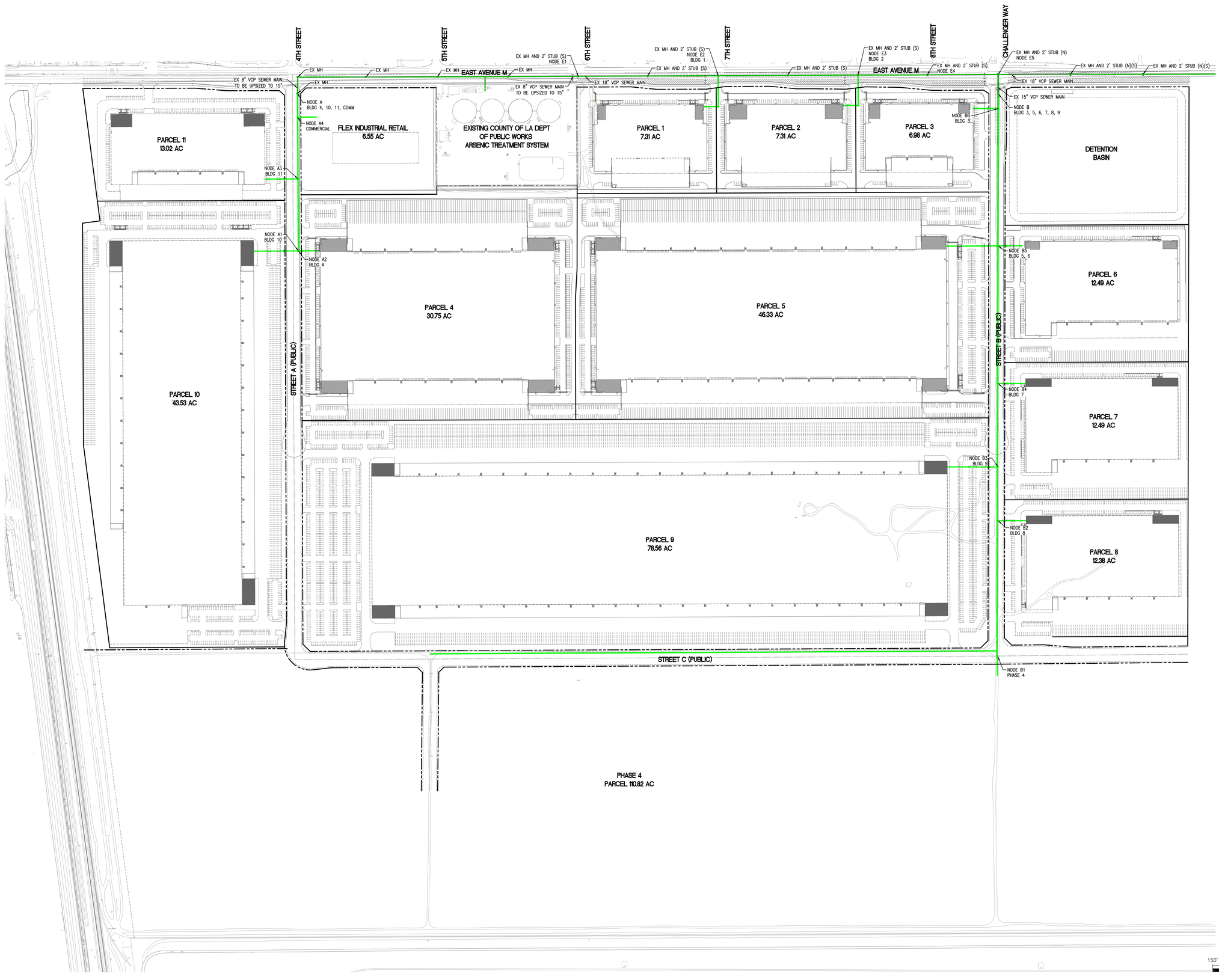
Doc 5705732

* Including, but not limited to, Convention Center, Fairground, Racetrack, Sports Stadium/Arena

Appendix C

Sewer Node Exhibit

4150 Concours, Ontario, CA 91764
Phone: (909) 989-9789 • Fax: (909) 989-9660



PREPARED BY:

WestLAND Group, Inc. Land Surveyors • Civil Engineers • GIS

4130 CONCOURS STREET, SUITE 100, ONTARIO, CA 91764
PHONE: (909) 989-9779 FAX: (909) 989-9666

GLENN CHUNG, P.E. R.C.E. 62794 DATE

S. SIERRA HWY & EAST AVE M
SEWER ANALYSIS
PROPOSED SEWER EXHIBIT

DATE: 10/1/2024

Findings of Fact and Statement of Overriding Considerations Regarding the Environmental Effects of the Approval of the:

Antelope Valley Commerce Center Specific Plan Project

General Plan Amendment 22-001; Zone Change 22-001; Specific Plan 22-001; Site Plan Review 22-008;
Tentative Parcel Map 83738
EIR No. 22-001
State Clearinghouse No. 2022090009

Lead Agency
City of Palmdale - Department of Economic and Community Development
Attn: Megan Taggart, Acting Director of Economic and Community Development
38250 Sierra Highway
Palmdale, CA 93550

CEQA Consultant
T&B Planning, Inc.
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Irvine, CA 92602

Project Applicant
AVCC Master, LLC
14180 Dallas Parkway, Suite 730
Dallas, TX 75254

November 2024

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1.0 Introduction

The City Council of the City of Palmdale (the "City Council") in approving the Antelope Valley Commerce Cener Specific Plan Project (the "Project") and certifying the Environmental Impact Report ("EIR") prepared for the Project on behalf of the City of Palmdale (the "City") acting as Lead Agency under the California Environmental Quality Act ("CEQA"), makes the Findings presented herein. The Findings are based upon the entire record before the City Council, as described in Subsection 1.3 below, including the EIR.

Hereinafter, the Notice of Preparation, Notice of Availability, Draft EIR, Technical Studies, Final EIR (containing responses to public comments on the Draft EIR and textual revisions to the Draft EIR), and the Mitigation Monitoring and Reporting Program will be referred to collectively herein as the "EIR" unless otherwise specified.

1.1 Project Summary

1.1.1 Site Location

The vacant 432.9-acre Project site is located within the central portion of the City of Palmdale in Los Angeles County, California. Los Angeles County abuts Ventura County to the west, Kern County to the north, San Bernardino County to the east, and Orange County to the south. At the local scale, the Project site is located approximately 0.03-mile east of Sierra Highway and approximately 1.45 miles east of State Route 14 (SR-14). The Project site is located approximately 0.25 mile (1,305 feet) north of Runway 7 of United States Air Force (USAF) Plant 42. The Project Site encompasses Assessor Parcel Numbers (APNs) 3126-022-926, 3126-022-927, 3126-022-928 and 3126-022-929.

1.1.2 Project Description

The Project Applicant, AVCC Master, LLC proposes to entitle and develop the Antelope Valley Commerce Center Specific Plan Project (herein, "Project") on a 432.9 gross-acre undeveloped site located in the City of Palmdale, Los Angeles County, California. As shown on the Project's DEIR, Figure 3-1, Specific Plan Land Use Plan and Figure 3-2, Phasing Plan, the Project would allow for the phased development of a master-planned commerce center containing industrial, commercial, and open space land uses, as well as roadways. The four phases of development would allow for a maximum of 8,302,536 square feet (s.f.) of building footprint, to be comprised of approximately 8,241,552 s.f. of industrial and 60,984 s.f. of commercial uses. Associated improvements to the Project site would include, but are not limited to, paved roads, paved parking areas, drive aisles, truck courts, utility infrastructure, landscaping, water quality basins, signage, lighting, property walls, gates, and fencing, including perimeter fencing. Buildout of the Project would be phased. Six buildings are proposed in the first phase. Site-specific detail for subsequent phases of development would be determined in the future, but reasonable assumptions are made within the DEIR about the future phases of development to enable a complete and comprehensive analysis of the Project as a whole.

The Project includes all required entitlements to implement the development including the following:

- **General Plan Amendment (GPA 22-001)** to change the site's General Plan land use designation from Employment Flex (EMPFX) to Specific Plan (SP);
- **Zone Change (ZC 22-001**) to change the site's zoning classification from Office Flex (OFX) to Specific Plan (SP);
- **Antelope Valley Commerce Center Specific Plan (SP 22-001)** that sets forth standards and guidance for the development and phasing of industrial, commercial, and open space uses with supporting infrastructure on the Project site;
- **Tentative Parcel Map 83738** to subdivide the Project site into lots to facilitate its development;
- **Site Plan Review 22-008** pertaining to the development of six proposed buildings and supporting infrastructure in the Project's first phase of development; and,
- **Development Agreement 22-001** which contains terms and agreements between the City and the Project Applicant pertaining to implementation of the Project.

1.1.3 Project Objectives

The underlying purpose and goal of the proposed Project is to accomplish the development of vacant property with an economically viable, employment-generating use that is compatible with the surrounding area. This underlying goal aligns with various aspects of the Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS; also referred to as "Connect SoCal"), particularly the facilitation of goods movement industries and the generation of local employment opportunities that can reduce the need for long commutes to and from work. The following objectives are intended to achieve these underlying purposes:

A. To develop a master-planned commerce center that attracts industrial and commercial users to the City of Palmdale;

B. To diversify the mix of developed land uses in the City of Palmdale to support the growing goods movement supply chain;

C. To develop supply chain uses in close proximity to designated truck routes and the State highway system to avoid or shorten vehicular trip lengths on other roadways;

D. To expand economic development, facilitate job creation, and increase the tax base for the City of Palmdale by accommodating and diversifying facilities needed to support the goods movement supply chain;

E. To develop Class A light industrial buildings in the City of Palmdale that are designed to meet contemporary industry standards and be economically competitive with similar industrial buildings in the local area and region;

F. To attract new employment-generating businesses in the City of Palmdale, thereby growing the economy and providing a more equal jobs-housing balance in the local area that will reduce the need for members of the local workforce to commute outside the area for employment;

G. To develop supply chain buildings that have architectural design and operational characteristics that are compatible with other existing and planned developments in the local area;

H. To develop a property that has access to available infrastructure, including roads and utilities; and,

I. To develop a master planned commerce center that includes commercial uses that allows for commercial retail, restaurants, and small-scale retail commercial goods and services that would benefit residents, employees, and visitors in and around the Specific Plan Area and surrounding neighborhoods.

1.2 City of Palmdale Actions Covered By the EIR

The City of Palmdale has primary approval responsibility for the proposed Project. As such, the City serves as the Lead Agency for the EIR pursuant to CEQA Guidelines Section 15050. The City's Planning Commission will hold a public hearing to consider the Final EIR, General Plan Amendment No. 22-001, Zone Change No. 22-001, Specific Plan No. 22-001, TPM No. 83738, Site Plan Review No. 22-008 and Development Agreement No. 22-001. The Planning Commission will decide whether to recommend that the City Council certify the Final EIR and recommend that the City Council approve, approve with changes, or not approve the proposed General Plan Amendment No. 22-001, Zone Change No. 22-001, Specific Plan No. 22-001, TPM No. 83738, Site Plan Review No. 22-008 and Development Agreement No. 22-001. Other agencies also may use the EIR as part of their decision-making processes concerning the proposed Project.

1.3 Environmental Review and Public Participation

The City conducted an extensive environmental review of the Project to ensure that the City's decision-makers and the public are fully informed about potential significant environmental effects of the Project; to identify ways that environmental damage can be avoided or significantly reduced; to prevent significant, avoidable damage to the environment by requiring changes in the Project through the use of mitigation measures and project design requirements which have been found to be feasible; and to disclose to the public the reasons why the City has initiated the Project in the manner chosen in light of the significant environmental effects which have been identified in the EIR. In order to do this, the City, acting as lead agency under CEQA, undertook the following:

- Prepared a Notice of Preparation which identified the environmental issues to be analyzed in detail in the Project's EIR as: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Public Services, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire;

- The Notice of Preparation was sent to the Governor's Office of Planning and Research (the "State Clearinghouse"), Responsible Agencies, Trustee Agencies, and other interested parties on September 1, 2022, for a 30-day review period;
- Held a publicly noticed EIR Scoping Meeting on September 19, 2022, using an internet-based virtual platform (Zoom);
- Submitted a Notice of Completion, Notice of Availability, and Draft EIR to the State Clearinghouse on June 20, 2024;
- Mailed a Notice of Availability to all Responsible Agencies, Trustee Agencies, County Clerk, other interested parties, and organizations and individuals who had previously requested the Notice on June 20, 2024, to inform recipients that the Draft EIR was available for a 45-day review period beginning on June 20, 2024, and ending on August 5, 2024;
- Provided copies of the Draft EIR in four City locations (Planning Division, City Manager's Office, Palmdale City Library, Parks and Recreation Department) on June 20, 2024;
- Made the Notice of Availability and Draft EIR available to the public on the City's website on June 20, 2024;
- Prepared responses to comments on the Draft EIR received during the 45-day comment period on the Draft EIR, which have been included in the Final EIR;
- Sent notice of the Planning Commission's hearing to property owners and occupants within a 1,000-foot radius of the Project site on November 21, 2024.
- Sent written responses to comments to all parties who submitted comments on the Draft EIR on December 2, 2024 (ten comment letters were received);
- Published a notice on November 22, 2024, in the Antelope Valley Press, the newspaper of general circulation in the area affected by the Project, that the Planning Commission would hold a public hearing on December 12, 2024, to consider the Project and EIR for recommendation to the City Council.
- Held a public hearing of the Planning Commission on December 12, 2024, and after consideration of all comments, written and oral, recommended the Project and EIR to the City Council.
- Published a notice on DATE, in the Antelope Valley Press, the newspaper of general circulation in the area affected by the Project, that the City Council would hold a public hearing on DATE, to consider approval of the Project and certification of the EIR.
- Held a public hearing of the City Council on DATE and after full consideration of all comments, written and oral, certified that the Final EIR had been completed in compliance with CEQA and approved the Project.

All of the documents identified above and all of the documents which are required to be part of the administrative record pursuant to Public Resources Code Section 21167.6(e) are on file with the City

of Palmdale - Department of Economic and Community Development located at 38250 Sierra Highway, Palmdale, California 93550.

2.0 Environmental Impacts and Findings

2.1 General Findings

2.1.1 Independent Judgment Finding

Finding: The EIR for the Project reflects the City's independent judgment and analysis.

Facts in Support of the Finding: The EIR was prepared by T&B Planning, Inc. (the "EIR Consultant"), an independent, professional consulting firm hired by the Applicant and working under the supervision and direction of the City's Department of Economic and Community Development staff. The City Council with recommendation from the Planning Commission, as the City's final decision-making body for the Project, received and reviewed the EIR and the comments, written and oral, provided by public agencies and members of the public prior to certifying that the EIR complied with CEQA. The professional qualifications and reputation of the EIR Consultant, the supervision and direction of the EIR Consultant by City staff and its consultants, the thorough and independent review of the Draft EIR and Final EIR, including comments and responses, by City staff, and the review and careful consideration of the Final EIR by the City Council, including comments and responses, all conclusively show that the Final EIR is the product of and reflects the independent judgment and analysis of the City as the Lead Agency, and of the City Council as the decision-making body for the Project.

2.1.2 Finding of the Absence of any Need to Recirculate the EIR

Finding: The Final EIR does not add significant new information to the Draft EIR that would require recirculation of the Draft EIR.

Facts in Support of the Finding: The City Council recognizes that the Final EIR incorporates information obtained and produced after the Draft EIR was completed. The new information in the Final EIR merely clarifies, amplifies, and/or makes insignificant modifications to the Draft EIR. The City Council has reviewed and considered the Final EIR and all of the information contained in it and has determined that the new information added to the Final EIR does not involve a new significant environmental impact, a substantial increase in the severity of an environmental impact, nor a feasible mitigation measure or an alternative considerably different from others previously analyzed that AVCC Master, LLC (the "Project Applicant") declined to adopt and that would clearly lessen the significant environmental impacts of the Project. No information provided to the City Council indicates that the Draft EIR was inadequate or conclusory or that the public was deprived of a meaningful opportunity to review and comment on the Draft EIR.

2.1.3 General Finding on Mitigation Measures

It is the City's intent to adopt and implement all mitigation measures identified in the EIR which are applicable to the Project, which the City finds to consist of all feasible measures that reduce the Project's significant impacts. If a measure has, through error, been omitted from the conditions of

approval for General Plan Amendment No. 22-001, Zone Change No. 22-001, Specific Plan No. 22-001, TPM No. 83738, Site Plan Review No. 22-008 and Development Agreement No. 22-001 (collectively, the "Conditions of Approval") or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Conditions of Approval repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Conditions of Approval contain the final wording for the mitigation measures.

2.2 Impacts Identified in the Initial Study (IS) or EIR as No Impact or Less than Significant Not Requiring Mitigation

Consistent with Public Resources Code Section 21002.1 and Section 15128 of the CEQA Guidelines, the EIR focused its analysis on potentially significant impacts, and limited discussion of other impacts for which it can be seen with certainty there is no potential for significant adverse environmental impacts. CEQA Guidelines Section 15091 does not require specific findings to address environmental effects that an EIR identifies as "no impact" or a "less than significant" impact.

Nevertheless, the City Council hereby finds that the Project would have either no impact or a less than significant impact under the following resource areas: Aesthetics (all thresholds), Air Quality (thresholds "c" and "d" only), Biological Resources (thresholds "b", "c" and "f" only), Cultural Resources (threshold "c" only), Energy (all thresholds), Geology and Soils (thresholds "a" through "e" only), Greenhouse Gas Emissions (threshold "b" only), Hazards and Hazardous Materials (all thresholds), Hydrology and Water Quality (all thresholds), Land Use and Planning (all thresholds), Noise (all thresholds), Public Services (all thresholds), Transportation (thresholds "a", "c," and "d" only), Utilities and Service Systems (all thresholds), and Wildfire (all thresholds).

2.3 Impacts Identified in the EIR as Potentially Significant that Have been Mitigated to a Level of Less than Significant

The City Council hereby finds that feasible mitigation measures have been identified in the EIR that will avoid or substantially lessen the following potentially significant environmental impacts to a less than significant level, pursuant to CEQA Guidelines § 15091(a)(1). The potentially significant impacts, and the mitigation measures that will reduce them to a less than significant level, are as follows.

2.3.1 Biological Resources

A. Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service? (Threshold "a")

Finding: Less than Significant Impact with Mitigation Incorporated

Facts in Support of Finding: The Project shall be conditioned to implement a number of design features (specifically, BIO DF-1, BIO DF-2, BIO DF-3, BIO DF-4, BIO DF-5, BIO DF-6, BIO DF-7, BIO DF-8, BIO DF-9, and BIO DF-10) and regulatory requirements (specifically BIO RR-1 and BIO RR-2) as part of the City's Conditions of Approval for the Project.

Phase I Analysis

As shown in DEIR Table 4.3-2, Phase I of the Project would permanently impact approximately 134.69 acres of native vegetation types rubber rabbitbrush - Nevada ephedra scrub, and creosote bush scrub) and 1.06 acres of bare ground. The loss of native and non-native vegetation that provides wildlife habitat is considered an adverse impact. However, the loss of native and non-native habitat on the Project site would not be expected to reduce populations of common wildlife species below self-sustaining levels in the Project region. Although this impact would be considered adverse but less than significant, and no mitigation would be required, BIO MM-1 is included to lessen adverse effects of common wildlife species by requiring a biological monitoring during vegetation removal to facilitate wildlife salvage. (DEIR, p. 4.3-25)

Several common bird species have the potential to nest in the vegetation or on the ground on the Project site. The loss of an active migratory bird nest, including nests of common species, would be considered a violation of the Migratory Bird Treaty Act (MBTA) and Sections 3503, 3503.5, and 3513 of California Fish and Game Code. The MBTA and California Fish and Game Code prohibits the taking of migratory birds, nests, and eggs. The potential loss of an active nest would be considered adverse but not significant because the impact does not meet the significance criteria. However, BIO MM-2 has been included to address the time frame in which construction could occur to avoid active nests and includes a requirement for pre-construction surveys and avoidance of active nests. Implementation of BIO MM-2 would prevent the adverse impact and ensure that construction impacts would not violate the provisions of the MBTA and California Fish and Game Code. (DEIR, p. 4.3-25)

One special status vegetation type and one partial special status vegetation type, occur in the Phase I impact area: Joshua tree woodland (75.28 acres), and rubber rabbitbrush - Nevada ephedra scrub/Joshua tree woodland (37.62 acres), respectively. The rubber rabbitbrush - Nevada ephedra scrub vegetation type is not considered special status by California Department of Fish and Wildlife (CDFW). The Joshua tree woodland portion of this vegetation type is ranked as G4, S3, and is considered sensitive by the CDFW. For purposes of the impact analysis, approximately half of this vegetation type would be considered sensitive (18.81 acres). Impacts to a total of 94.10 acres of these sensitive vegetation types would be considered potentially significant. Implementation of BIO MM-1, BIO MM-3, BIO MM-4, and BIO MM-5 would reduce impacts to a less than significant level. (DEIR, p. 4.3-26)

Two special status plant species were observed in Phase I during focused surveys: crowned muilla (*Muilla coronata*) and western Joshua tree (*Yucca brevifolia*). Impacts to crowned muilla would not be considered significant because of their relative abundance in the Project region and the small population on the Project site. (DEIR, p. 4.3-26)

Impacts to the western Joshua tree, a California Candidate Threatened species, would be considered significant and mitigation would be required. An Endangered Species Act Section 10(a)(1)(B) Incidental Take Permit (ITP) or Western Joshua Tree Conservation Act ITP would be required for impacts to Joshua trees. Implementation of BIO MM-1, BIO MM-3, BIO MM-4, and BIO MM-5 would reduce impacts to a less than significant level. (DEIR, p. 4.3-26)

Phase 1 of the Project would impact a total of nine cactus individuals protected by the California Desert Native Plants Act (CDNPA). These impacts are considered potentially significant and would require a permit from Los Angeles County. Implementation of BIO MM-6 would reduce potential impacts to less than significant and ensure compliance with the CDNPA. (DEIR, p. 4.3-26)

Burrowing owl has potential to nest in the Phase I area. Impacts to burrowing owl would be considered potentially significant. Implementation of BIO MM-1 and BIO MM-7 would reduce this impact to a less than significant level through measures that would avoid and minimize the potential for loss of an active nest/burrow and/or the direct mortality of individuals. Two additional special status bird species have potential to nest and forage in Phase 1: loggerhead shrike, and LeConte's thrasher. Implementation of BIO MM-2 would ensure that measures are taken to avoid and minimize impacts on active nests. Several bird species Los Angeles Audubon Society considers "at-risk" in the region may occur for foraging on the Project site. Implementation of BIO MM-2 would ensure that measures are taken to avoid and minimize impacts on active nests. (DEIR, p. 4.3-26)

Desert kit fox and American badger may occur in Phase I for foraging and breeding. Impacts to these species would be considered potentially significant. Implementation of BIO MM-8 would include conditions that would avoid and minimize impacts on desert kit foxes and American badgers and active dens. (DEIR, pp. 4.3-26 through 4.3-27)

One special status reptile species may occur in Phase I: northern legless lizard. Impacts to this species would be considered potentially significant. Implementation of BIO MM-1 would lessen any potential adverse impacts to this species. (DEIR, p. 4.3-27)

Drainages in the vicinity of Phase I of the proposed Project could be impacted as a result of changes in water quality. These impacts would be considered potentially significant. Implementation of BIO MM-9, which includes Best Management Practices that would reduce construction-related pollutants, would reduce this impact to a less than significant level. (DEIR, p. 4.3-27)

Common and special status bird species have the potential to nest in habitat adjacent to Phase I. Impacts to nesting birds would be considered potentially significant. Implementation of BIO MM-2 would ensure that construction impacts would not violate the provisions of the MBTA or California Fish and Game Code Sections 3503, 3503.5, and 3513. (DEIR, p. 4.3-27)

Night lighting in Phase I of the Project may impact the behavioral patterns of nocturnal and crepuscular (i.e., active at dawn and dusk) wildlife adjacent to night lighting. This impact is potentially significant. Implementation of BIO MM-10, which requires that spillover of night light be limited to the extent practicable, would reduce this impact to a less than significant level. (DEIR, p. 4.3-27)

Landscaping in Phase I of the Project that includes the installation of non-native, invasive plant species (e.g., species listed in the California Invasive Plant Council's invasive plant inventory) can be detrimental to surrounding native habitat. These impacts would be considered potentially significant. Implementation of BIO MM-11 would prohibit the use of non-native, invasive plant species in landscaping associated with Phase I of the Project. This measure would reduce this potential impact to a less than significant level. (DEIR, p. 4.3-27)

Construction activities in Phase I of the Project can create disturbance, which in turn provides a place for non-native weedy species to spread. Additionally, construction equipment can introduce non-native weed seeds to the area if equipment is not properly cleaned. These impacts would be considered potentially significant. Implementation of BIO MM-12 would require the use of Best Management Practices associated with prevention of the spread of weed seeds to reduce this potential impact to a less than significant level. (DEIR, pp. 4.3-27 through 4.3-28)

Common and special status bird species have the potential to nest in habitat adjacent to Phase I of the Project. Human activity in the vicinity of an active nest could result in the loss of an active bird nest. These impacts would be considered potentially significant. Implementation of BIO MM-2 would ensure that construction impacts resulting from increased human activity would not violate the provisions of the MBTA or California Fish and Game Code Sections 3503, 3503.5, and 3513. (DEIR, p. 4.3-28)

Phases II - IV Analysis

Phases II - IV would permanently impact approximately 168.95 acres of native vegetation types (Joshua tree woodland, disturbed Joshua tree woodland, rubber rabbitbrush - Nevada ephedra scrub/Joshua tree woodland, creosote bush scrub) and 2.69 acres of bare ground. The loss of native and non-native vegetation that provides wildlife habitat is considered an adverse impact. However, the loss of native and non-native habitat on the Project site would not be expected to reduce populations of common wildlife species below self-sustaining levels in the Project region. Although this impact would be considered adverse but less than significant, and no mitigation would be required, BIO MM-1 is included to lessen adverse effects of common wildlife species. (DEIR, pp. 4.3-28 to 4.3-29)

Several common bird species have the potential to nest in the vegetation or on the ground on the Project site. The loss of an active migratory bird nest, including nests of common species, would be considered a violation of the MBTA and Sections 3503, 3503.5, and 3513 of California Fish and Game Code. The MBTA and California Fish and Game Code prohibits the taking of migratory birds, nests, and eggs. The potential loss of an active nest would be considered adverse but not significant because the impact does not meet the significance criteria identified above. However, BIO MM-2 has been included to address the time frame in which construction could occur to avoid active nests and includes a requirement for pre-construction surveys and avoidance of active nests. Implementation of BIO MM-2 would prevent the adverse impact and ensure that construction impacts would not violate the provisions of the MBTA and California Fish and Game Code. (DEIR, p. 4.3-29)

Two special status vegetation types and one partial special status vegetation type occur in Phases I - IV of the Project: Joshua tree woodland (123.05 acres), disturbed Joshua tree woodland (6.17 acres), and rubber rabbitbrush – Nevada ephedra scrub/Joshua tree woodland (30.56 acres), respectively. The rubber rabbitbrush - Nevada ephedra scrub vegetation type is not considered special status by California Department of Fish and Wildlife (CDFW). The Joshua tree woodland portion of this vegetation type is ranked as G4, S3, and is considered sensitive by the CDFW. For purposes of the impact analysis, approximately half of this vegetation type would be considered sensitive (15.28 acres). Impacts to a total of 144.50 acres of these sensitive vegetation types would be considered potentially significant. Implementation of BIO MM-1, BIO MM-3, BIO MM-4, and BIO MM-5 would reduce impacts to a less than significant level. (DEIR, p. 4.3-29)

One special status plant species was observed in the Phases II – IV Project area during focused surveys: western Joshua tree. Impacts to the western Joshua tree, a California Candidate Threatened Species, would be considered significant and mitigation would be required. An Endangered Species Act Section 10(a)(1)(B) Incidental Take Permit (ITP) or Western Joshua Tree Conservation Act ITP would be required for impacts to Joshua trees. Implementation of BIO MM-1, BIO MM-3, BIO MM-4, and BIO MM-5 would reduce impacts to a less than significant level. (DEIR, p. 4.3-29)

Burrowing owl has the potential to nest in the Phases II – IV areas of the Project site. Impacts to burrowing owl would be considered potentially significant. Implementation of BIO MM-2 would reduce this impact to a less than significant level through measures that would avoid and minimize the potential for loss of an active nest/burrow and/or the direct mortality of individuals. Two additional special status bird species have potential to nest and forage in Phases II -IV: loggerhead shrike, and LeConte's thrasher. Implementation of BIO MM-2 would ensure that measures are taken to avoid and minimize impacts on active nests. Several bird species Los Angeles Audubon Society considers "at-risk" in the region may occur for foraging on the Project site. Implementation of BIO MM-2 would ensure that measures are taken to avoid and minimize impacts on active nests. (DEIR, pp. 4.3-29 through 4.3-30)

Desert kit fox and American badger may occur in Phases II - IV for foraging and breeding. Impacts to these species would be considered potentially significant. Implementation of BIO MM-7 would include conditions that would avoid and minimize impacts on desert kit foxes and American badgers and active dens. (DEIR, p. 4.3-30)

One special status reptile species may occur in Phases II - IV: northern legless lizard. Impacts to this species would be considered potentially significant. Implementation of BIO MM-1 would lessen any potential adverse impacts to this species to a less than significant level. (DEIR, p. 4.3-30)

Drainages in the vicinity of Phases II - IV could be impacted as a result of changes in water quality. These impacts would be considered potentially significant. Implementation of BIO MM-8, which includes Best Management Practices that would reduce construction-related pollutants, would reduce this impact to a less than significant level. (DEIR, p. 4.3-30)

Common and special status bird species have the potential to nest in habitat adjacent to Phases II - IV. Impacts to nesting birds would be considered potentially significant. Implementation of BIO MM-2 would ensure that construction impacts would not violate the provisions of the MBTA or California Fish and Game Code Sections 3503, 3503.5, and 3513. (DEIR, p. 4.3-30)

Night lighting in Phases II - IV may impact the behavioral patterns of nocturnal and crepuscular (i.e., active at dawn and dusk) wildlife adjacent to night lighting. This impact is potentially significant. Implementation of BIO MM-10, which requires that spillover of night light be limited to the extent practicable, would reduce this impact to a less than significant level. (DEIR, p. 4.3-30)

Landscaping in Phases II - IV that includes the installation of non-native, invasive plant species (e.g., species listed in the California Invasive Plant Council's invasive plant inventory) can be detrimental to surrounding native habitat. These impacts would be considered potentially significant. Implementation of BIO MM-11 would prohibit the use of non-native, invasive plant species in landscaping associated with Phases II-IV. This measure would reduce this potential impact to a less than significant level. (DEIR, p. 4.3-30)

Construction activities in Phases II - IV create disturbance, which in turn provides a place for non-native weedy species to spread. Additionally, construction equipment can introduce non-native weed seeds to the area if equipment is not properly cleaned. These impacts would be considered potentially significant. Implementation of BIO MM-9 would require use of Best Management Practices associated with prevention of the spread of weed seeds to reduce this potential impact to a less than significant level. (DEIR, p. 4.3-31)

Common and special status bird species have the potential to nest in habitat adjacent to Phases II - IV. Human activity in the vicinity of an active nest could result in the loss of an active bird nest. These impacts would be considered potentially significant. Implementation of BIO MM-2 would ensure that construction impacts resulting from increased human activity would not violate the provisions of the MBTA or California Fish and Game Code Sections 3503, 3503.5, and 3513 (DEIR, p. 4.3-31)

B. Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impeded the use of native wildlife nursery sites? (Threshold "d")

Finding: Less than Significant Impact with Mitigation Incorporated

Facts in Support of Finding: The Project site does not include water that supports any known migratory fish or established native resident or migratory wildlife corridors or a known native wildlife nursery site. Wildlife movement in the Study Area (defined as the Project site plus a 50-foot buffer around the perimeter of the Project site) is mostly constrained by existing roadways and by fencing associated with the USAF Plan 42 located to the south of the Project site. However, wildlife is somewhat unconstrained on the immediate eastern border of the Study Area in the area between the Project site and fencing associated with the USAF Plant 42 perimeter fence, located approximately

0.5-mile from the eastern edge of the Study Area. In addition, undeveloped areas of land occur west of the Project site and west of Sierra Highway. (DEIR, p. 4.3-34)

Given the constraints on wildlife movement under existing conditions, and the determination that the Project site does not include water that supports any known migratory fish or established native resident or migratory wildlife corridors or a known native wildlife nursery site, neither Phase I or Phases II - IV of the Project would interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Thus, impacts would be less than significant and no mitigation is required. (DEIR, p. 4.3-34)

As discussed in the analysis for Threshold (a) above, several common bird species have the potential to nest in the vegetation or on the ground on the Project site. The loss of an active migratory bird nest, including nests of common species, would be considered a violation of the MBTA and Sections 3503, 3503.5, and 3513 of California Fish and Game Code. The MBTA and California Fish and Game Code prohibits the taking of migratory birds, nests, and eggs. The potential loss of an active nest would be considered adverse but not significant because the impact does not meet the significance criteria. However, BIO MM-2 has been included to address the time frame in which construction could occur to avoid active nests and includes a requirement for pre-construction surveys and avoidance of active nests. Implementation of BIO MM-2 would prevent the adverse impact and ensure that construction impacts would not violate the provisions of the MBTA and California Fish and Game Code. With implementation of Mitigation Measure BIO MM-1, the direct and cumulatively considerable impacts of the Project on migratory birds protected by the MBTA would be less than significant. (DEIR, p. 4.3-35)

C. Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Threshold "e")

Finding: Less than Significant Impact with Mitigation Incorporated

Facts in Support of Finding: The Conservation Element of the City's General Plan includes Goal CON-1, which is applicable to the proposed Project and aimed at protecting Significant Ecological Areas in and around the City, including, but not limited to, sensitive flora and fauna habitat areas. Specifically, Policy CON-1.1 is aimed at local compliance with the California Endangered Species Act and the Federal Endangered Species Act (ESA). Policy CON-1.2 relates to enforcement of the City's Native Vegetation Ordinance to protect western Joshua trees and California Juniper trees. Policy CON-1.3 requires implementation of the West Mojave Plan for protection of desert tortoise and Mohave ground squirrel. Policy CON-1.5 relates to the preservation of natural drainage courses and riparian areas where ecological resources exist in significant concentrations. CON-5.1 is aimed at protecting natural recharge areas such as Amargosa Creek from pollutants or other materials which might degrade groundwater supplies. Other Conservation Element policies for the protection of biological resources do not apply to the Project, as the Project site is not in a mapped Significant Ecological Area, does not contain wetlands and is not targeted for open space preservation. (DEIR, p. 4.3-35)

PMC Chapter 14.04, Native Desert Vegetation Preservation, is designed to protect western Joshua trees and California Juniper trees in the City. Psomas did not identify any California Juniper trees on the site; however, Psomas documented 8,196 western Joshua trees as occurring in the survey area, and impacts to 7,184 western Joshua trees on the Project site are anticipated during Project implementation. Impacts to the western Joshua tree would be significant on a direct and cumulatively considerable basis. Thus, mitigation is required. An Endangered Species Act Section 10(a)(1)(B) ITP or Western Joshua Tree Conservation Act ITP would be required for impacts to Joshua trees. Implementation of BIO MM-1, BIO MM-3, BIO MM-4, and BIO MM-5 would reduce impacts to a less than significant level. (DEIR, p. 4.3-35)

2.3.2 Cultural Resources

A. Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5? (Threshold "a")

Finding: Less than Significant Impact with Mitigation Incorporated

Facts in Support of Finding: The Project shall be conditioned to implement regulatory requirement CUL RR-1 as part of the City's Conditions of Approval for the Project. As discussed in DEIR Subsection 4.4.1, although 15 cultural resources were identified in the Project site, all of which are archaeological sites comprised of refuse scatter dating to the historic period, none of the sites are recommended eligible for listing in the California Register of Historical Resources (CRHR). Geological information reviewed for the project indicates that the buried site sensitivity for the Project site is low to moderate. Based on the environmental and geological setting, and the scarcity of substantial prehistoric archaeological remains documented in the records search, the site has a low to moderate sensitivity for buried historic period resources. However, although unlikely, there is a remote potential that historical resources could be uncovered during grading activities associated with the Project. As such, there is a potential for the Project to have a significant impact if significant historic resources meeting the definition given in CEQA Guidelines Section 15064.5 are unearthed and not properly treated, for which mitigation would be required. This potentially significant impact will be addressed by Mitigation Measures CUL MM-1 through CUL MM-4, which require that a qualified archaeological monitor and a qualified Native American Tribal monitor are retained to monitor the Project site during earthmoving activities and implement mitigation to the satisfaction of the City in the event that any significant resources are unearthed during excavation and grading activities. Implementation of Mitigation Measures CUL MM-1 through CUL MM-4 would ensure the proper identification and subsequent treatment of any significant historical or archaeological resources that may be encountered during ground-disturbing activities associated with Project construction. With implementation of the required mitigation, the Project's potential impacts to important cultural resources would be less than significant. (DEIR, p. 4.4-18)

B. Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? (Threshold "b")

Finding: Less than Significant Impact with Mitigation Incorporated

Facts in Support of Finding: Based on the cultural records search and pedestrian survey of the Project site, no known archaeological resources are present on the Project site. Because no archaeological resources are known to exist on the Project site, implementation of the proposed Project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5. However, although unlikely, there is a remote potential that historical resources could be uncovered during grading activities associated with the Project. As such, there is a potential for the Project to have a significant impact if significant historic resources meeting the definition given in CEQA Guidelines Section 15064.5 are unearthed and not properly treated, for which mitigation would be required. This potentially significant impact will be addressed by Mitigation Measures CUL MM-1 through CUL MM-4, which require that a qualified archaeological monitor and a qualified Native American Tribal monitor are retained to monitor the Project site during earthmoving activities and implement mitigation to the satisfaction of the City in the event that any significant archaeological or tribal cultural resources are unearthed during excavation and grading activities. Implementation of Mitigation Measures CUL MM-1 through CUL MM-4 would ensure the proper identification and subsequent treatment of any significant historical or archaeological resources that may be encountered during ground-disturbing activities associated with Project construction. With implementation of the required mitigation, the Project's potential impacts to important cultural resources would be less than significant. (DEIR, pp. 4.4-18 through 4.4-19)

2.3.3 Geology and Soils

A. Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Threshold "f")

Finding: Less than Significant Impact with Mitigation Incorporated

Facts in Support of Finding: The Project shall be conditioned to implement a number of regulatory requirements (specifically GEO RR-1, GEO RR-2, GEO RR-3, and GEO RR-4) as part of the City's Conditions of Approval for the Project.

The presence of documented Pleistocene fossil localities in the vicinity of the Project site, at a depth of four feet and less, combined with the lack of mapped exposures of Pleistocene sediments within the Project area would give surficial sediments (Qa) an "Undetermined Sensitivity." Excavations may impact Pleistocene deposits of Qa, which should be treated as "High Sensitivity." In general, the potential for a given project to result in negative impacts to paleontological resources is directly proportional to the amount of ground disturbance associated with the project; thus, the higher the amount of ground disturbances within geological deposits with a known paleontological sensitivity, the greater the potential for negative impacts to paleontological resources. (DEIR, p. 4.6-16)

As part of Project construction, the Project site would be subject to ground-disturbing activities associated with site grading activities. Sediments in the Project area have an unknown paleontological sensitivity, potentially containing high sensitivity Pleistocene deposits at or near the ground surface. As such, ground-disturbing activities conducted in previously undisturbed portions of the Project site may result in significant impacts to previously undiscovered paleontological resources, such as destruction, damage, or loss of scientifically important paleontological resources. This is considered a

potentially significant impact for which mitigation would be required. This potentially significant impact will be addressed by Mitigation Measure GEO MM-1, which outlines the Paleontological Resources Mitigation and Monitoring Plan (PRMMP) for monitoring site grading/earthmoving activities. Implementation of Mitigation Measure GEO MM-1 would ensure that a PRMMP is prepared and approved by the City prior to the issuance of grading permits. Implementation of the PRMMP would ensure that any paleontological resources that may be uncovered during Project-related ground-disturbing activities would be identified, avoided, salvaged, and curated at an appropriate facility, and further requires the preparation of a Final Paleontological Mitigation Report. Implementation of the required Mitigation Measure GEO MM-1 would reduce the Project's potential impacts to paleontological resources to a less than significant level. (DEIR, pp. 4.6-16 through 4.6-17)

2.3.4 Tribal Cultural Resources

A. Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is (Threshold "a"):

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Finding: Less than Significant Impact with Mitigation Incorporated

Facts in Support of Finding: The Project shall be conditioned to implement regulatory requirement CUL RR-1 as part of the City's Conditions of Approval for the Project. No prehistoric resource sites, features, places, or landscapes were identified on the Project site during a field visit and in literature review that are either listed or eligible for listing in the California Register of Historic Places. No resources were identified on the Project site that meet any of the four criteria listed above to be eligible for the California Register and no prehistoric resource sites or isolates were found on the Project site based on the cultural records search and pedestrian survey of the Project site. Furthermore, no substantial evidence was presented to or found by the City that led to the identification of any resources on the Project site that in the City's discretion had the potential to be considered a tribal cultural resource. (DEIR, p. 4.13-3 through 4.14-4)

Because the proposed Project involves an EIR and a Specific Plan and a General Plan Amendment, both AB 52 and SB 18 consultation are required. As required by State law, the City sent notification of the Project to Native American tribes with possible traditional or cultural affiliation to the Project area. In compliance with AB 52 and SB 18, on November 10, 2022, the City mailed notices

regarding the Proposed project to the following Native American Tribes listed in the Native American Heritage Commission (NAHC) Native American Contact List (included as Appendix A of DEIR *Technical Appendix D*). (DEIR, p. 4.14-4)

- Fernandeño Tataviam Band of Mission Indians
- Morongo Band of Mission Indians
- Quechan Tribe of the Fort Uma Reservation
- San Fernando Band of Mission Indians
- Yuhaaviatam of San Manuel Nation (formally San Manuel Band of Mission Indians)
- Serrano Nation of Mission Indians

Out of the six Native American tribal groups, the following two groups requested to consult on the Project. The City engaged in consultation accordingly and closed consultation. (DEIR, p. 4.14-4)

- Fernandeño Tataviam Band of Mission Indians (FTBMI)
- Morongo Band of Mission Indians (MBMI)

According to correspondence from the two Native American tribes that requested consultation, there are no known Tribal Cultural Resources (TCRs) on the Project site. However, because TCRs have been identified as occurring offsite in close proximity to the Project area, there is the potential that TCRs could be located beneath the surface of the Project site and become discovered during Project-related earth-disturbing activities. If TCRs are discovered and do not receive proper treatment, the impact to TCRs would be significant. (DEIR, pp. 4.14-4 through 4.14-5)

Mitigation is provided in DEIR Section 4.4, *Cultural Resources*, based on consultation with the Fernandeño Tataviam Band of Mission Indians (FTBMI), and the Morongo Band of Mission Indians (MBMI). (DEIR, p. 4.14-5)

2.4 Impacts Identified in the EIR as being Significant and Unavoidable

The CEQA Guidelines require that an EIR disclose the significant environmental effects of a proposed project that cannot be reduced to a level of less than significant if the Project is implemented and, where impacts cannot be alleviated without imposing an alternative design, the reasons why the project is being proposed, notwithstanding its effect, should be described (CEQA Guidelines Section 15126(b) and Section 15126.2(c)). The City Council hereby finds that, despite the incorporation of mitigation measures outlined herein and in the EIR, the following impacts from the proposed Project and related approvals cannot be fully mitigated to a less than significant level by any feasible mitigation measures pursuant to CEQA Guidelines 15091(a)(2) and (a)(3), which are infeasible as a result of specific economic, legal, social, technological, and other considerations, or are within the responsibility and jurisdiction of another public agency. A Statement of Overriding Considerations is therefore included herein. For the reasons set forth in the Statement of Overriding Considerations, the City Council finds and declares, in its independent judgment, that the Project's benefits substantially outweigh and justify the following significant and unavoidable impacts.

2.4.3 Air Quality

A. Would the Project conflict with or obstruct implementation of the applicable air quality plan? (Threshold "a")

Finding: Significant Direct and Cumulatively-Considerable Impact

Facts in Support of Finding: The Project shall be conditioned to implement a number of regulatory requirements and design features (specifically AIR RR-1, AIR RR-2, AIR RR-3, AIR RR-4, AIR RR-5, AIR DF-1 and AIR DF-2) as part of the City's Conditions of Approval for the Project. The City of Palmdale General Plan designates the Project site for Employment Flex (EMPFX) land uses. The EMPFX designation permits mixed-use development of lighter industrial uses and more intensive service, retail, and commercial uses. The Project Applicant proposes a General Plan Amendment to change the site's General Plan land use designation from Employment Flex (EMPFX) to Specific Plan (SP). Additionally, a Zone Change is proposed to change the site's zoning classification from Office Flex (OFX) to Specific Plan (SP). The Antelope Valley Commerce Center Specific Plan sets forth standards and guidance for the development and phasing of industrial, commercial, and open space uses with supporting infrastructure on the Project site. Because a General Plan Amendment is proposed, the Project would therefore not conform to local land use plans. (DEIR, p. 4.2-30)

Air Quality Goal AQ-1 focuses on minimizing local air pollution caused by motor vehicles. The Project is consistent with this goal by introducing an employment-generating use on the site and contributing to the balance of jobs and housing in the City. The Project's design also includes electric vehicle (EV) charging stations, bicycle racks, and the addition of a sidewalks along both sides of four public streets proposed for construction as part of the Project: Public Street A, Public Street B, Public Street C, and Public Street D. The Project also improves the south half of Columbia Way /East Avenue M with sidewalks and bike trail. The location of the Project site is east of the Sierra Highway Bike Trail, affording opportunities for non-vehicular travel by the Project's employees and the site is approximately 0.5- mile north of the Palmdale Metrolink Station. The Project site also is located along the City's truck routes (Sierra Highway and Columbia Way/East Avenue M), which lowers emissions by maintaining traffic flow per the General Plan's Circulation and Mobility Element. (DEIR, p. 4.2-30)

Air Quality Goal AQ-2 is aimed at minimizing particulates less than 10 microns in size (PM_{10}) and activities that generate dust. The Project is not consistent with this goal. As discussed below under Threshold (b), the Project's construction particulate matter impacts would be less than significant; however, the Project's operational particulate matter impacts would be significant and cumulatively considerable for Phases II - IV. The Project site is flat, which minimizes grading activities and associated dust generation, and dust control measures during construction are required by the Antelope Valley Air Quality Management District (AVAQMD) Rule 403, Fugitive Dust. (DEIR, pp. 4.2-30 through 4.2-31)

Air Quality Goals AQ-3 and AQ-4 focus on reducing and/or eliminating unnecessary sources of air pollution and reducing air pollution caused by energy consumption. The Project is not consistent

with these goals. As discussed below under Threshold (b), the Project's air pollutant emission impacts would be significant and cumulatively considerable; however, as discussed in EIR Section 4.5, Energy, the Project's energy impacts would be less than significant. The Project's design includes rooftop solar panels and EV charging stations and many other project design features to reduce air pollutants and increase energy efficiency. (DEIR, p. 4.2-31)

Air Quality Goals AQ-3 and AQ-4 focus on reducing and/or eliminating unnecessary sources of air pollution and reducing air pollution caused by energy consumption. The Project is not consistent with these goals. As discussed under Threshold (b) in the DEIR, the Project's air pollutant emission impacts would be significant and cumulatively considerable; however, as discussed in DEIR Section 4.5, Energy, the Project's energy impacts would be less than significant. The Project's design includes rooftop solar panels and EV charging and many other project design features to reduce air pollutants and increase energy efficiency. (DEIR, p. 4.2-31)

The Project would be required to comply with all applicable AVAQMD Rules and Regulations, including, but not limited to Rule 401, Visible Emissions; Rule 402, Nuisance; Rule 403, Fugitive Dust; and Rule 1113, Architectural Coatings. (DEIR, p. 4.2-31)

Prior to mitigation, Project construction emissions would not exceed the applicable AVAQMD regional thresholds. Mitigation Measures AIR MM-1 and AIR MM-2 are designed to reduce Project construction-source Volatile Organic Compounds (VOC) emissions. With implementation of mitigation measures listed in DEIR Section 4.2.7, Project construction-source emissions would not exceed AVAQMD regional thresholds for VOC emissions. (DEIR, p. 4.2-31)

However, for operational-source emissions, buildout of Phase I would exceed the numerical thresholds of significance established by the AVAQMD for emissions of Nitrogen Oxides (NO_X), carbon monoxide (CO) and Fine Particulate Matter (10 microns or smaller) (PM_{10}). With buildout of Phases II - IV, the Project would exceed the numerical thresholds of significance for emissions of VOC, NO_X, CO, PM_{10} and $PM_{2.5}$. With Project Buildout of the whole of the Project, Phases I - IV, the Project would exceed the numerical thresholds of significance for emissions of VOC, NO_X, CO, PM_{10} and $PM_{2.5}$. As such, the Project operational-source emissions exceedances would have the potential to increase the frequency or severity of a violation in the federal or state ambient air quality standards for on-going project operations. (DEIR, p. 4.2-31)

On the basis of the preceding discussion, the Project is determined to be inconsistent with the third criterion. (DEIR, p. 4.2-32)

Prior to mitigation, operational-source emissions would exceed applicable regional thresholds for emissions of VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$. As such, the Project operational-source VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$ emissions exceedances would have the potential to increase the frequency or severity of a violation in the federal or state ambient air quality standards for on-going project operations. This represents a significant impact for which mitigation would be required. (DEIR, p. 4.2-32)

The Project would conflict with the Air Quality Management Plan (AQMP) according to this criterion. This represents a significant impact for which mitigation would be required. Mitigation Measures AIR MM-2 through AIR MM-5 would be implemented to reduce operational-source emissions; however, a majority of NO_X, CO, PM_{10}, and $PM_{2.5}$ emissions are derived from vehicle usage which cannot be directly regulated by the City. Neither the Project Applicant nor the Lead Agency can substantively or materially affect reductions in Project-related vehicular source emissions beyond the regulatory requirements, and mitigation measures identified herein. With implementation of the mitigation measures listed in EIR Section 4.2.7, Phase I CO emissions would be reduced to less than significant; however, Phase I operational-source NO_X and PM_{10} emissions, and Phase II – IV operational-source VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$ emissions would exceed the applicable AVAQMD regional thresholds. Impacts would therefore be significant and unavoidable. As such, the Project's operational-source VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$ emissions exceedances would have the potential to increase the frequency or severity of a violation in the federal or state ambient air quality standards for on-going Project operations, and the Project is determined to be inconsistent with the third criterion. (DEIR, p. 4.2-32)

The Project would not conform to local land use plans as stated previously, and a General Plan Amendment and Zoning Change would be required. The Project would comply with all applicable AVAQMD Rules and Regulations, but would exceed the applicable regional thresholds. The Project would implement mitigation measures, acting to generally reduce the Project's construction-source and operational-source air pollutant emissions. Additionally, incorporation of contemporary energy-efficient technologies and operational programs, and compliance with AVAQMD emissions reductions and control requirements act to reduce Project air pollutant emissions generally. (DEIR, p. 4.2-32)

The Project would not be consistent with the Federal Particulate Matter Attainment Plan and Ozone Attainment Plan, resulting in a significant direct and cumulatively considerable impact for which mitigation is not available to reduce the impact to less than significant. The impact would be significant and unavoidable. (DEIR, p. 4.2-32)

As shown in DEIR Table 4.2-22, Emissions Summary of Construction (With Mitigation), with the implementation of mitigation measures, emissions resulting from construction of the Project would be reduced and would not exceed criteria pollutant thresholds established by the AVAQMD for emissions of any criteria pollutant. Therefore, with implementation of the mitigation measures, construction activities associated with the Project would not result in a cumulatively-considerable net increase of any criteria pollutant for which the Project region is in non-attainment under an applicable federal or State ambient air quality standard. (DEIR, p. 4.2-60)

As shown in DEIR Table 4.2-23, Summary of Peak Operational Emissions (With Mitigation), with the implementation of Mitigation Measures, Phase I VOC emissions resulting from operation of the Project would be reduced and would not exceed the threshold established by the AVAQMD. (DEIR, p. 4.2-60)

After implementation of feasible mitigation, NO_X and PM_{10} emissions from Phase I of the Project would still exceed applicable daily air pollutant significance thresholds established by the

AVAQMD. Emissions of VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$ from Phases II - IV of the Project also would still exceed applicable daily air pollutant significance thresholds established by the AVAQMD. Therefore, the Project would result in a cumulatively-considerable net increase of air pollutants for which the Project region is non-attainment under an applicable federal or State ambient air quality standard. (DEIR, p. 4.2-60)

It should be noted that a majority of the Project's NO_X, CO, PM_{10}, and $PM_{2.5}$ emissions are derived from vehicle usage which the City does not have the regulatory authority to control or enforce. Neither the Project Applicant nor the Lead Agency can substantively or materially affect reductions in Project-related vehicular source emissions beyond the regulatory requirements and the feasible mitigation measures identified in this EIR. While there are no feasible mitigation measures that would reduce vehicular emissions to less than significant, the Project will install EV supply equipment in accordance with the California Building Code which will allow charging stations to be supplied on the Project site based on demand. Charging stations could lead to less use of gasoline-burning automobiles and thus, less air pollutant emissions. Hence, overall, there are no feasible mitigation measures that would reduce emissions to less than significant and this impact is considered significant and unavoidable. (DEIR, p. 4.2-60)

B. Would the Project result in a cumulatively-considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard? (Threshold "b")

Finding: Significant Direct and Cumulatively-Considerable Impact

Facts in Support of Finding: The Project shall be conditioned to implement a number of regulatory requirements and design features (specifically AIR RR-1, AIR RR-2, AIR RR-3, AIR RR-4, AIR RR-5, AIR DF-1 and AIR DF-2) as part of the City's Conditions of Approval for the Project. Construction activities associated with the Project would result in emissions of VOCs, NO_X, Carbon Monoxide (CO), Sulfur Oxides (SO_X), Fine Particulate Matter (10 microns or smaller) (PM_{10}), and Fine Particulate Matter (2.5 microns or smaller) ($PM_{2.5}$). Construction-related emissions are expected from the following construction activities: 1) site preparation; 2) grading; 3) building construction; 4) paving; and 5) architectural coating. Emissions resulting from construction of the Project would exceed the criteria pollutant thresholds established by the AVAQMD for emissions of VOCs during construction in years 2025, 2027, 2029, and 2021. Accordingly, impacts would be significant prior to mitigation. Mitigation measures are designed to reduce Project construction-source VOC emissions; therefore, with implementation of the mitigation measures listed in EIR Section 4.2.7, Project construction-source emissions would not exceed AVAQMD regional thresholds for VOC emissions. (DEIR, p. 4.2-33)

Operational activities associated with the proposed Project would result in emissions of VOCs, NO_X, CO, SO_X, PM_{10}, and $PM_{2.5}$. Operational emissions would be expected from the following primary sources: 1) area source emissions; 2) energy source emissions; 3) mobile source emissions; 4) on-site cargo handling equipment emissions, 5) truck refrigeration unit (TRU) emissions, and 6) stationary source emissions. With the buildout of Phase I, the Project would exceed the numerical thresholds of

significance established by the AVAQMD for the emissions of NO_X, CO, and PM_{10} during the summer season and for emissions of NO_X and PM_{10} during the winter season. Therefore, operational activities associated with Phase I would result in a significant and cumulatively-considerable net increase of criteria pollutants for which the Project region is in non-attainment under an applicable federal or State ambient air quality standard. With buildout of Phases II – IV, the Project would exceed the numerical thresholds of significance for emissions of VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$ during both the summer and winter seasons. Therefore, operational activities associated with Phases II-IV would result in a significant and cumulatively-considerable net increase of criteria pollutants for which the Project region is in non-attainment under an applicable federal or State ambient air quality standard. (DEIR, pp. 4.2-34 to 4.2-35)

The Project's truck and TRU trip-related emissions that may occur within neighboring air districts were evaluated by Urban Crossroads. The truck activity percentages previously shown in DEIR Table 4.2-13 were then applied to the truck and TRUs emissions that are a subset to the emissions totals presented in DEIR Table 4.2-16. Table 4-2-17 through Table 4-2-20, summarize the emissions that could occur due to off-site truck and TRU travel within the aforementioned air districts. The emissions are presented in tons per year for the Eastern Kern Air Pollution Control District (EKAPCD) and San Joaquin Valley Air Pollution Control District (SJVAPCD) (as there is no seasonal variation), and pounds per day for Mojave Desert Air Quality Management District (MDAQMD) and South Coast Air Quality Management District (SCAQMD) (for summer and winter) consistent with the applicable thresholds in each air district. (DEIR, p. 4.2-37)

2.4.4 Greenhouse Gas Emissions

A. Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Threshold "a")

Finding: Significant Unavoidable Cumulatively-Considerable Impact

Facts in Support of Finding: The Project shall be conditioned to implement a number of regulatory requirements and design features (specifically GHG RR-1, GHG RR-2, GHG DF-1, GHG DF-2 and GHG DF-3) as part of the City's Conditions of Approval for the Project. The estimated Project-related unmitigated greenhouse gas (GHG) emissions are summarized on DEIR Table 4.7-4, Project GHG Emissions Summary (Without Mitigation). Detailed operation model outputs for the Project are presented in Appendices 3.1 through 3.4 of the Project's GHG Analysis (Technical Appendix H). Operational emissions generated by the proposed Project at full buildout (i.e., 2032) are used to indicate the total amount of GHG emissions for on-going operational emissions. Emissions will be generated when Phase I and Phases II - IV of the Project become operational. Phase I GHG emissions will commence in 2025 when Phase I becomes operational and are calculated to be 40,288.20 Metric Tons of Carbon Dioxide Equivalent ($MTCO_2e$/yr). Phases II-IV GHG emissions will commence in 2032 when Phases II - IV become operational and are calculated to be 109,009.41 MTCO2e/yr. Project buildout emissions are calculated to be 149,297.79 $MTCO_2e$/yr beginning in 2032 when the entire Project is completed and becomes operational. (DEIR, p. 4.7-34)

As shown in DEIR Table 4.7-4, construction and operation of the Project would generate a total of approximately 149,297.79 $MTCO_2e$/yr, which would far exceed the significance threshold of 3,000 $MTCO_2e$/yr; therefore, Project-related GHG emissions are considered significant. The majority of the GHG emissions (89%) are associated with non-construction related mobile sources. Emissions of motor vehicles are controlled by State and Federal standards, and the Project Applicant and City of Palmdale have no control over these emissions. Accordingly, impacts would be potentially significant. (DEIR, p. 4.7-35)

After implementation of feasible mitigation, (GHG) emissions resulting from Phase I of the Project are calculated to be 39,953.73 MTCO2e/yr and GHG emissions from Phases II - IV of the Project are calculated to be 108,240.42 MTCO2e/yr. Project Buildout emissions are estimated to be 148,194.15 MTCO2e/yr beginning in 2032 when the entire Project is completed and becomes operational. Thus, the proposed Project's GHG emissions would exceed the SCAQMD screening threshold of 3,000 MTCO2e per year. Because the majority (89 percent) of the Project GHG emissions would be generated by Project-related vehicular sources that are outside of the City's regulatory authority to control and enforce, the Project cannot feasibly achieve the SCAQMD 3,000 MTCO2e per year threshold. Because responsibility and authority for regulation of vehicular-source emissions resides with the State of California (CARB, et al.), neither the Applicant nor the Lead Agency can affect or mandate substantial reductions in vehicular-source GHG emissions, much less reductions that would achieve the SCAQMD's 3,000 MTCO2e per year threshold. In effect, all Project traffic would need to be eliminated or be "zero GHG emissions sources" to achieve the SCAQMD's numeric threshold. There are no feasible means to or alternatives to eliminate all Project traffic, or to ensure that Project traffic would be zero GHG emissions sources. In terms of its practical application, this would constitute a "no build" condition. On this basis, even with implementation of applicable Project Design Features and Mitigation Measures AIR MM-1 through AIR MM-5, the Project would generate direct or indirect GHG emissions that would result in a significant impact on the environment. This is a significant and unavoidable impact. (DEIR, p. 4.7-40)

2.4.5 Transportation

A. Would the Project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)? (Threshold "b")

Finding: Significant Unavoidable Cumulatively-Considerable Impact

Facts in Support of Finding: The County Guidelines assume local serving retail use to have a less than significant impact on vehicle miles traveled (VMT), provided the retail development does not include stores larger than 50,000 square feet. The Project's retail (commercial) component is conceptual at this time and is analyzed to include up to 60,984 total square feet of local serving retail uses such as fast-food users with and without drive-through window service, a coffee shop, and other local serving retail uses. Given the overall total square footage, it is reasonable to expect that a single store would not occupy a space greater than 50,000 s.f. The commercial component of the Project is therefore presumed to meet the Retail Project Site screening criteria, thus a full VMT analysis is not required for the Commercial (retail) component of the proposed Project. (DEIR, pp. 4.13-20 through 4.13-21)

The County Guidelines provide details on appropriate screening criteria that can be used to determine if a proposed land use project would result in a less than significant VMT impact. The industrial land use component of the proposed Project does not meet any of the screening criteria; therefore, a full VMT analysis was conducted. Based on the results of the Home-Based Work (HBW) VMT analysis, Urban Crossroads determined that the retail component of the proposed Project meets the Retail Project Site screening criteria. However, the remaining industrial component of the proposed Project does not meet any applicable screening criteria, and as discussed below, a VMT analysis was performed for the industrial component of the proposed Project. (DEIR, p. 4.13-21)

As shown in DEIR Table 4.13-6, in comparison to the VMT threshold of 16.8 percent below Baseline VMT of Los Angeles County, the Project is 32 percent above the County's thresholds, resulting in a significant VMT impact. As shown in DEIR Table 4.13-7, in comparison to the VMT threshold of 16.8 percent below Baseline VMT of Los Angeles County, the Project Buildout is also 32 percent above the anticipated thresholds, resulting in a significant VMT impact (DEIR, pp. 4.13-21 through 4.13-22)

Based on the VMT analysis for the industrial component of the proposed Project, Project generated VMT per employee was determined to exceed the County's VMT per employee threshold by 32 percent for both Phase I and for Project Buildout. Therefore, the Project's VMT would be considered a direct and cumulatively considerable impact. (DEIR, p. 4.13-22)

Because the future building tenants are not known for the Project, the effectiveness of any potential commute trip reduction measure may be limited. In addition to specific tenancy considerations, locational context is also a major factor relevant to the potential application and effectiveness of Transportation Demand Management (TDM) measures. A project may only realize a quantifiable reduction in commute VMT under the most favorable circumstances and ideal local conditions when implementing trip reduction measures. In practical terms, ideal conditions are rarely realized due to variables such as locational context limitations (i.e., non-urban areas). Additionally, to achieve ideal conditions a project must achieve 100 percent employee participation, and maximum employee eligibility, which are not generally expected. This is even more difficult to presume since future building tenants are not known at this time. Although the Project would be subject to compliance with Mitigation Measure TRN MM-1, which would reduce the Project's VMT, the effectiveness of commute trip reduction measures such as those listed in Mitigation Measure TRN MM-1 cannot be guaranteed to reduce Project VMT to a level of less than significant. No additional feasible mitigation measures are available to measurable reduce the Project's VMT. Therefore, the Project's VMT impacts are considered significant and unavoidable. (DEIR, pp. 4.13-26 through 4.13-27)

2.5 Significant Irreversible Environmental Changes Which Would Be Caused by the Proposed Project Should It Be Implemented

The CEQA Guidelines require EIRs to address any significant irreversible environmental changes that would be involved in the proposed action should it be implemented (CEQA Guidelines Section 15126.2(c)). An environmental change would fall into this category if: a) the project would involve a large commitment of non-renewable resources; b) the primary and secondary impacts of the

project would generally commit future generations to similar uses; c) the project would involve uses in which irreversible damage could result from any potential environmental accidents; or d) the proposed consumption of resources is not justified (e.g., the project results in the wasteful use of energy). (DEIR, p. 5-2)

Determining whether the proposed Project may result in significant irreversible environmental changes requires a determination of whether key non-renewable resources would be degraded or destroyed in such a way that there would be little possibility of restoring them. Natural resources in the form of construction materials and energy resources would be used in the construction of the proposed Project, but development of the Project site as proposed would have no measurable adverse effect on the availability of such resources, including resources that may be non-renewable (e.g., fossil fuels). (DEIR, p. 5-2)

Construction and operation of the proposed Project would not involve the use of large sums or sources of non-renewable energy. Additionally, the Project is required by law to comply with the California Green Building Standards Code (CALGreen), compliance with which requires a reduction in building operation energy volume that is produced by fossil fuels. The Project would be subject to regulations to reduce the Project's reliance on non-renewable energy sources. The Project also would be subject to the Energy Independence and Security Act of 2007, which contains provisions designed to increase energy efficiency and availability of renewable energy. In addition, the Project is subject to California Energy Code, or Title 24, which contains measures to reduce natural gas and electrical demand, thus requiring less non-renewable energy resources. The Project would avoid the wasteful, inefficient, or unnecessary consumption of energy during Project construction or operation. With mandatory compliance to the energy efficiency regulations and any applicable mitigation measures, the Project would not involve the use of large sums or sources of non-renewable energy. A more detailed discussion of Project energy consumption is provided in EIR Section 4.5, Energy. (DEIR, pp. 5-2 through 5-3)

EIR Section 4.8, Hazards and Hazardous Materials, provides an analysis of the potential for the Project to transport or handle hazardous materials which if released into the environment, could result in irreversible damage. As concluded in EIR Section 4.8, compliance with federal, State, and local regulation related to hazardous materials would be required during the construction phase of the Project and for all future occupants of the Project's buildings. As such, construction and long-term operation of the proposed Project would not have the potential to cause significant irreversible damage to the environment, including damage that may result from upset or accident conditions. (DEIR, p. 5-3)

2.6 Growth-Inducing Impacts of the Proposed Project

CEQA requires a discussion of the ways in which the proposed Project would be growth inducing. The CEQA Guidelines identify a project as growth inducing if it would foster economic or population growth or the construction of additional housing, either directly or indirectly, in the surrounding environment (CEQA Guidelines Section 15126.2(d)). New employees and new residential development represents direct forms of growth. These direct forms of growth have a secondary effect

of expanding the size of local markets and inducing additional economic activity in the area. (DEIR, p. 5-3)

A project could indirectly induce growth by reducing or removing barriers to growth, or by creating a condition that attracts additional population or new economic activity. However, a project's potential to induce growth does not automatically result in growth. Growth can only happen through capital investment in new economic opportunities by the private or public sectors. Under CEQA, growth inducement is not considered necessarily detrimental, beneficial, or of little significance to the environment; the issue is presented to provide additional information on ways in which the Project could contribute to significant changes in the environment, beyond the direct consequences of implementing the Project examined throughout Section 4.0, Environmental Analysis of the DEIR. (DEIR, p. 5-4)

The Project would require the construction and extension of roadways and utility infrastructure to serve the development. DEIR Figure 3-3, Conceptual Vehicular Circulation and Access Plan. DEIR Figure 3-4, Roadway Cross-Sections – Sheet 1, and DEIR Figure 3-5, Roadway Cross Sections – Sheet 2, depict the proposed roadway classifications. As shown and as described in DEIR Section 3.0, Project Description, the Project would improve Columbia Way / East Avenue M along the Project frontage as well as construct four public streets (Public Streets A, B, C, and D) internal to the Project site. In addition to improving the travel lanes on Columbia Way /East Avenue M, the Project would also provide a 14-foot-wide curb-adjacent parkway and within the 14-foot-wide parkway - a 10-foot-wide Class 1 trail would be provided for pedestrian and bike access. Because Columbia Way / East Avenue M is an existing roadway and Public Streets A, B, C, and D, are internal to the Project site, the Project would not create any major new roadway infrastructure that could result in substantial, unplanned growth. (DEIR, p. 5-4)

Utility infrastructure would be installed as roadways are constructed even if the proposed utility is not needed until a later phase of the Project. As shown in DEIR Figure 3-7, Potable Water Infrastructure Plan and Figure 3-8, Sanitary Sewer Infrastructure Plan, the Project's proposed water and sewer lines would connect to existing lines in Columbia Way /East Avenue M and then lines would be constructed internal to the Project site to serve only the Project's buildings. The master storm drain system for the Project is shown in DEIR Figure 3-9, Storm Drain Infrastructure Plan, improvements include the construction of storm drain lines and a drainage basin within the Project site to serve the Project site. As shown in DEIR Figure 3-10, Dry Utilities Infrastructure Plan, natural gas, and dry utility lines would be installed to connect to the existing gas and dry utility lines at Columbia Way / East Avenue M. Gas lines would be stubbed and available for service as requested by future building users in conjunction with approval of implementing site plans for each building. (DEIR, p. 5-4)

As discussed in DEIR Section 4.9, Hydrology and Water Quality, based on the information in the adopted 2020 Urban Water Management Plan (UWMP) for the Los Angeles County Waterworks Districts (LACWD) No. 40, the LACWD has documented and is prepared to serve its existing customers, including the proposed Project, potable water demands through 2045. Furthermore, LACWD 40 in collaboration with the Antelope Valley-East Kern (AVEK) Water Agency has secured contingency plans to deliver uninterruptable water supply to the proposed Project. According to the Project's Water Supply Assessment (WSA) and documented communications with the LACWD

therein, the LACWD has stated that a three million gallon per day (MGD) water storage tank, including construction of new transmission and distribution pipelines to serve development in the area, including the proposed Project, would be necessary. As disclosed, although the LACWD plans to build a three MGD water tank to further serve development in the area, because the LACWD has stated it can serve the proposed Project through 2045, the Project would not indirectly include substantial unplanned population growth but instead by the payment of development impacts fees, the Project would provide a financial means to assist the LACWD with serving future needs of the area, beyond the year 2045. (DEIR, pp. 5-4 through 5-5)

In summary, as described above, because new utility infrastructure is not proposed to extend beyond the Project site; the Project would not indirectly induce substantial unplanned population growth. (DEIR, p. 5-5)

A project could indirectly induce growth at the local level by increasing the demand for additional goods and services associated with an increase in population or employment and thus reducing or removing the barriers to growth. This typically occurs in suburban or rural environments where population or employment growth results in increased demand for service and commodity markets responding to the new population of residents or employees. Economic growth would likely take place as a result of the operation of the proposed Project as a master-planned commerce center. The Project would generate employment during the construction and operational phases of the Project, which would result in the purchase of goods and services in the region. Any secondary increase in employment associated with meeting these goods and services needs would be marginal, accommodated by existing goods and service providers, and highly unlikely to result in any new physical impacts to the environment. Therefore, while the Project would create economic opportunities by introducing new job opportunities to the Project site, this change would not induce substantial new growth in the region. It is anticipated that the employment base for both the construction and operational phases of the Project would come from the existing population in the City of Palmdale and surrounding area. (DEIR, p. 5-5)

Under CEQA, growth inducement is not considered necessarily detrimental, beneficial, or of significance to the environment. Typically, growth-inducing potential of a project would be considered significant if it fosters growth or a concentration of population in excess of what is assumed in pertinent master plans, land use plans, or in projections made by regional planning agencies such as the Southern California Association of Governments (SCAG). Significant growth impacts also could occur if a project provides infrastructure or service capacity to accommodate growth beyond the levels currently permitted by local or regional plans and policies. In general, growth induced by a project is considered a significant impact if it directly or indirectly affects the ability of agencies to provide needed public services, or if it can be demonstrated that the potential growth significantly affects the environment in some other way. (DEIR, p. 5-6)

As disclosed in the City's General Plan EIR, SCAG's Regional Comprehensive Plan (RCP) and Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) serve as a framework for addressing problems and creating a path to correct issues on a regional level through 2045. Population projections are made through the RTP/SCS and are the basis for growth for the RCP.

Reasonably foreseeable development under the General Plan (Palmdale 2045) is projected to result in approximately 22,000 new homes and 26,391 new jobs, which would move the City closer to a 1 to 1 (1:1) jobs/housing ratio. Based on the City of Palmdale's estimated average household size of 3.44 persons, this would lead to an increase of approximately 75,756 residents in the City. Adding the 75,756 new residents to the City's 2022 population of 167,398, future residential growth carried out under the General Plan is predicted to increase the City's total population to 243,154, which is above SCAG's 2045 population forecasts of 207,000 as cited in the 2016-2040 RTP/SCS. The addition of approximately 75,756 residents constitutes a 45 percent population increase between 2022 and 2045. Therefore, the General Plan would accommodate substantial population growth in the area. (DEIR, p. 5-6)

It is noted herein that the 2016-2040 RTP/SCS was published before the City's General Plan update was adopted in October 2022 and therefore does not reflect the population forecasts as cited in the General Plan EIR and herein. (DEIR, p. 5-6)

Economic growth would likely take place as a result of the operation of the proposed Project as a master-planned commerce center. Employees (short-term construction and long-term operational) of the Project would purchase goods and services in the region, but any secondary increase in employment associated with meeting these goods and services demands is expected to be accommodated by existing goods and service providers near the Project site, and would be highly unlikely to result in any unanticipated, adverse physical impacts to the environment. As previously disclosed in DEIR Section 3.0, Project Description, using an employment generation rate for industrial buildings of 1.18 employees per 1,000 s.f. of building space , the 2,373,226 s.f. of total building space in Phase I is anticipated to generate approximately 2,800 new, recurring jobs (2,373,226 s.f. x 1.18 employees = 2,800,406.68 /1,000 s.f. = 2,800.40 employees). The industrial building space in Phases II - IV is anticipated to generate approximately 6,953.05 new, recurring jobs (5,892,419 s.f. x 1.18 employees = 6,953,054.42 /1,000 s.f. = 6,953.05 employees). Using an employment generation rate for commercial uses of 2.22, the commercial space in Phase III is expected to generate 135.38 new, recurring jobs (60,984 s.f. x 2.22 employees = 135,384.48/1,000=135.38). Thus, in total, the Project is expected to generate approximately 9,888.83 (2800.40 + 6953.05 + 135.38) jobs. (DEIR, pp. 5-6 through 5-7)

While the Project would create economic opportunities by introducing new job opportunities to the Project site, it is anticipated that the employment base for both the construction and operational phases of the Project would come from the existing population in the City of Palmdale and surrounding area. Accordingly, because it is anticipated that most of the future employees of the proposed Project would already be living in Palmdale, introduction of employment opportunities by the proposed Project on the Project site would not induce substantial unplanned growth in the area. (DEIR, p. 5-7)

As discussed in DEIR Section 2.0, Environmental Setting, under existing conditions, the Project site is vacant and undeveloped. An unpaved portion of Challenger Way runs north to south through the eastern portion of the Project site. A graded dirt access road runs around the perimeter of the Project site and two graded dirt roads run east-west and north-south in the southern portion of the

Project site. An unnamed sandy wash occurs in the extreme northwest corner of the Project site. (DEIR, p. 5-7)

Development of the Project site is not expected to place short-term development pressure on abutting vacant properties because the Project site is located directly south of Columbia Way / East Avenue M; approximately 0.03-mile east of Sierra Highway and approximately 0.02-mile east of the active Union Pacific Railroad (UPRR) mainline tracks located adjacent to Sierra Highway; Avenue M-12 forms the southern boundary of the Project site beyond which is Runway 7 of USAF Plant 42. East of Challenger Way is vacant land, beyond which is 15th Street East, beyond which is the USAF Plant 42 facility and the inactive Palmdale Regional Airport. In addition, an unnamed sandy wash occurs in the extreme northwest corner of the Project site. Furthermore, the improvements necessitated by the proposed Project to the public infrastructure, including Columbia Way / East Avenue M that forms the northern boundary of the Project site and proposed Public Streets A, B, C, and D, drainage infrastructure, and other utility improvements, are consistent with the City's General Plan (Palmdale 2045) and would not indirectly induce substantial and unplanned population growth in the local area. (DEIR, p. 5-7)

General Plan Amendment 22-001 proposes to amend the Employment Flex (EMPFX) General Plan land use designation of the site to Specific Plan (SP) which would allow for the establishment and implementation of the proposed Project. Zone Change No. 22-001 proposes to modify the existing zoning classification of the site from Office Flex (OFX) to Specific Plan (SP), which would allow for the establishment and implementation of the proposed Project. The Project is limited to the Project site's boundaries and does not include any components that would indirectly affect existing or planned uses on neighboring properties. The development of the proposed commercial, industrial, and open uses on the Project site would not reasonably or foreseeably cause the redevelopment of other properties or cause unplanned development on other properties because these properties are planned for future development as part of the City's General Plan buildout. (DEIR, p. 5-8)

Furthermore, the Project's potential influence on other nearby properties to develop at greater intensities and/or different uses than the City's General Plan and Zoning Code allow is speculative; however, it should be noted that implementation of the Project would not result in the approval of proposed uses on any other property outside of the Project site. CEQA does not require the analysis of speculative effects (State CEQA Guidelines Section 151454). If any other property owner were to propose redevelopment of a property in the Project vicinity or in any part of the City, the development project would require evaluation under CEQA based on its own merits, including an analysis of direct and cumulatively considerable effects. (DEIR, p. 5-8)

The operation and maintenance of the Project would generate jobs, but any potential growth-inducing impact of the employment of persons at the Project site was accounted for in the City's General Plan. Accordingly, the Project would not directly promote growth either at the Project site or at the adjacent and surrounding properties that were not accounted for in the City's General Plan. Upon the approval of the Project Applicant's requested discretionary applications (General Plan Amendment, Zone Change, Specific Plan, Tentative Parcel Map, Site Plan Review, and Development Agreement),

the Project would be consistent with the existing General Plan land use designation and Zoning classification for the Project site. (DEIR, p. 5-8)

Implementation of the proposed Project would create revenue in the form of construction and operational jobs as well as revenues generated by the businesses that would occupy the Project's buildings and that would be taxable by the City sales tax and through traditional e-commerce taxes or as an e-commerce marketplace facilitator. The local economy would benefit economically through direct spend within the community that would be driven by operations of the new facilities. Additional direct spend would come from construction of the Project's buildings. As these new monies from construction and ongoing operations ripple through the economy it would create jobs directly on the Project site as well as indirectly in the surrounding community. Moreover, these economic activities would generate additional tax revenues for the City. The economic activity generated by construction and ongoing operations of the tenants would increase the personal earnings of City residents as the monies generated from the activities circulates through the local economy. The new monies introduced into the City as a result of the new construction and new business activity taking place would also increase the economic output of the region. (DEIR, p. 5-8)

Based on the foregoing analysis, the Project would not result in substantial, adverse growth-inducing impacts. (DEIR, p. 5-9)

2.7 Project Alternatives

The DEIR analyzed four alternatives to the Project as proposed and evaluated these alternatives for their ability to avoid or reduce the Project's significant environmental effects while also meeting the majority of the Project's objectives.

2.7.1 Alternatives Considered but not Carried Forward for Detailed Analysis

A. Alternative Sites

CEQA does not require that an analysis of alternative sites be included in an EIR. However, if the surrounding circumstances make it reasonable to consider an alternative site, then an alternative sites analysis should be considered and analyzed in the EIR. In making the decision to include or exclude an analysis of an alternative site, the "key question and first step in analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the project need to be considered for inclusion in the EIR" (CEQA Guidelines Section 15126.6(f)(2)). (DEIR, pp. 6-5 through 6-6)

The City of Palmdale conducted a review of potential alternative site locations and identified no other sites of approximately the same size as the Project site that contain fewer environmental constraints. (DEIR, p. 6-6)

The Project Applicant does not own or otherwise have control of any other properties in the City of Palmdale that are of similar size as the Project site and that are not already entitled for development with industrial, commercial, and open spaces. Furthermore, and based on the analysis

presented in DEIR Section 4.0, Environmental Analysis, the proposed Project would result in significant and unavoidable impacts due to a) air emissions that would exceed the applicable daily air pollutant significance thresholds, b) GHG emissions that would exceed the SCAQMD screening thresholds, and c) Project-generated vehicle miles traveled (VMT) above the County's currently adopted threshold. Moving the Project to another location would not reduce air quality and GHG impacts because any alternative site would be developed in the same air basin. Also, as discussed in DEIR Section 4.7, Greenhouse Gas Emissions, GHG is a global issue; therefore developing the same project in a different location would not materially reduce GHG emissions. Given the Project site's close proximity to regional transportation corridors (i.e., SR-14), development of the Project site at an alternative location could result in an increase in VMT if developed on a property located further from regional transportation facilities. As noted above, only locations that would avoid or substantially lessen a Project's significant environmental effects need to be considered in an EIR. Accordingly, because development of the Project site at an alternative site location would not reduce or avoid the Project's significant and unavoidable impacts due to VMT, a more detailed analysis of alternative site locations is not warranted. (DEIR, p. 6-6)

2.7.2 Alternatives Selected for Analysis in the EIR

A. No Development Alternative

The No Development Alternative (NDA) considers no development on the Project site beyond what occurs on the site under existing conditions. Under this Alternative, the approximately 432.9 gross acres would remain vacant and undeveloped for the foreseeable future and would be subject to routine maintenance for weed abatement. This Alternative was selected by the Lead Agency to compare the environmental effects of the proposed Project with an alternative that would leave the Project site in its existing condition. (DEIR, p. 6-4)

Under the NDA, the approximately 432.9 gross acres would remain vacant and undeveloped for the foreseeable future and be subject to routine maintenance for weed abatement. The NDA allows decision-makers to compare the environmental impacts of approving the Project to the environmental impacts that would occur if the property were left in its existing vacant, undeveloped condition for the foreseeable future. As discussed in DEIR Section 2.0 Project Description, under existing conditions, the Project site is vacant and undeveloped. An unpaved portion of Challenger Way runs north to south through the eastern portion of the Project site. A graded dirt access road runs around the perimeter of the Project site and two graded dirt roads run east-west and north-south in the southern portion of the Project site. An unnamed sandy wash occurs in the extreme northwest corner of the Project site. An approximately six-acre area in the southeastern portion of the Project site is highly disturbed and shows visible evidence of recent and previous illegal squatting, including extensive off-road vehicle disturbance and higher than average trash cover. Along the edges of the easternmost perimeter access road, moderate dumping of trash has occurred, and there are a few other trash piles scattered throughout the Project site. It would be expected for these types of unauthorized activities to continue occurring under the NDA. Refer to DEIR Section 2.0, Project Description for a description of the Project's existing physical condition. (DEIR, p. 6-8)

Implementation of the NDA would result in no physical environmental impacts beyond those that have historically occurred on the property. Almost all environmental effects of the proposed Project would be avoided or lessened by the selection of the NDA, although a few impacts, such as erosion and sedimentation impacts, would be increased under the NDA because no development would occur which would stabilize the site condition and reduce natural erosion and sedimentation effects that occur under the existing condition. Because the NDA would not result in developing the site, the NDA would therefore not promote local economic development, including through the creation of new jobs and the expansion of the local tax base. Also, the NDA would not facilitate public roadway frontage improvements to Columbia Way / East Avenue M, including widening, paving, and associated bike lane and sidewalk improvements as would occur under the proposed Project. Because there would be no economic benefits associated with the NDA, the NDA would fail to meet the Project's main objectives. (DEIR, p. 6-14)

B. No Project (Existing General Plan Designation) Alternative (NPA)

The No Project (Existing General Plan Designation) Alternative (NPA), assumes development of the property in accordance with the site's existing General Plan land use designation. Figure 2-4 in DEIR Section 2.0 depicts the site's existing General Plan designation and DEIR Figure 2-5 depicts the site's existing zoning. As discussed in DEIR Section 2.0, under existing conditions, the General Plan designates the Project site for Employment Flex (EMPFX) land uses. The Employment Flex (EMPFX) land use designation is a transition zone intended to permit mixed development of lighter industrial uses and more intensive service, retail, and commercial uses, with a floor area ratio (FAR) of up to 1.0. However, for purpose of analysis, the property is assumed to be developed with up to 8,302,536 s.f. of commercial uses at a FAR of 0.44. This Alternative was selected by the Lead Agency to compare the environmental effects of the proposed Project with an alternative that would allow for buildout of the Project site in accordance with the site's existing General Plan land use designations and zoning. (DEIR, p. 6-4)

Implementation of the NPA would result in identical physical environmental impacts as compared to the proposed Project related to biological resources; cultural resources; geology and soils; hazards and hazardous materials; hydrology and water quality; and tribal cultural resources because the extent and depth of ground disturbance would be similar. Although the building type would be different, the intensity of use on the site would be similar resulting in similar less than significant construction-related and long-term effects associated with aesthetics, public services, utilities and services systems, and wildfire. Because truck traffic would be less under the NPA, but total vehicle trips would likely increase, operational impacts related to air quality, GHG, and noise would be similar under the No Project Alternative and the GHG impact and short-term construction-related vibration impact would remain significant and unavoidable. The Project's VMT impact would be omitted as the NPA VMT impact would be based on service population and less than significant. The NPA would not meet any of the Project's objectives. (DEIR, p. 6-19)

C. Reduced Project Alternative – Phase I (RPA – Phase I)

The Reduced Project Alternative - Phase I (RPA - Phase I) considers development of Phase I and no development under Phases II – IV. Under this Alternative, as described in EIR Section 3.0,

Project Description, Parcels 1, 2, 3, 4, 5, 6, would be developed with 2,373,226 s.f. of industrial use (identified with Buildings 1, 2, 3, 4, 5, 6 on the Project Plans) and a detention basin (identified on Lot D on the Project Plans) of TPM No. 83738 along with associated roadways, public utilities, and infrastructure improvements on approximately 135.1 acres of land. Phases II – IV comprised on approximately 297.8 acres of land would remain undeveloped as under existing conditions and the approximately 3,336,728 s.f. of industrial and commercial uses planned for Phases II - IV would not be developed. Therefore, this Alternative would develop approximately 69% less land and 58% less building space as compared to the Project that would develop 432.9 acres and 5,709,954 s.f. of building space. (DEIR, p. 6-19 through 6-20)

Under this Alternative, Columbia Way / East Avenue M would only be improved to the east of the water towers that occur on the northern not-a-part parcel (shown as N.A.P. on the Projects Plans). A Class I trail would likely not be provided due to Parcels 11 and 12 along Columbia Way / East Avenue M not being developed, thereby leaving a gap from other industrial uses slated for development by a different Project Applicant, to the west of the Project site. Also, because planned Public Street A would traverse through a portion of Phase III and Phase I, the street would likely not be developed; resulting in only one access to the Phase I area via planned Public Street B which would only be required to be developed to serve as access to the Phase I buildings and the detention basin. Public Street D would be developed as shown on the Project Plans as an interior street that would serve the six buildings. (DEIR, p. 6-20)

All impacts under the RPA – Phase I would be similar to the proposed Project. Although this Alternative would develop approximately 68 percent less land and 58 percent less building space as compared to the Project, this Alternative does not reduce any of the Project's less than significant impacts to a level of no impact nor does it reduce any of the Project's significant and unavoidable impacts to a level of less than significant. (DEIR, p. 6-27)

The RPA - Phase I would: 1) meet five of the nine Project's objectives, 2) meet two of the nine objectives but to a lesser extent; 3) fail to meet two of the Project objectives. (DEIR, p. 6-27)

Similar to the proposed Project, this Alternative would meet the following objectives: 1) diversify the mix of developed land uses in the City of Palmdale to support the growing goods movement supply chain, 2) develop supply chain uses in close proximity to designated truck routes and the State highway system to avoid or shorten vehicular trip lengths on other roadways, 3) develop Class A light industrial buildings in the City of Palmdale that are designed to meet contemporary industry standards and be economically competitive with similar industrial buildings in the local area and region, 4) develop supply chain buildings that have architectural design and operational characteristics that are compatible with other existing and planned developments in the local area, and 5) develop a property that has access to available infrastructure, including roads and utilities. (DEIR, p. 6-27)

This Alternative would meet the following objectives but to a lesser extent mainly related to economic growth: 1) expand economic development, facilitate job creation, and increase the tax base for the City of Palmdale by accommodating and diversifying facilities needed to support the goods

movement supply chain, and 2) attract new employment-generating businesses in the City of Palmdale, thereby growing the economy and providing a more equal jobs-housing balance in the local area that will reduce the need for members of the local workforce to commute outside the area for employment. (DEIR, p. 6-28)

This Alternative would not meet the following Project objectives: 1) develop a master-planned commerce center that attracts industrial and commercial users to the City of Palmdale and 2) develop a master-planned commerce center that includes commercial uses that allows for commercial retail, restaurants, and small-scale retail commercial goods and services that would benefit residents, employees, and visitors in and around the Specific Plan Area and surrounding neighborhoods. (DEIR, p. 6-28)

D. Reduced Project Alternative – Phases I & II (RPA – Phases I & II)

The Reduced Project Alternative - Phases I & II (RPA – Phases I & II) considers the development of Phase I and Phase II and no development under Phases III and IV. Under this Alternative, as described in EIR Section 3.0, Project Description, Parcels 1, 2, 3, 4, 5, 6, 7, 8, and 9 would be developed with 4,553,378 s.f. of industrial use (identified with Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9 on the Project Plans) and a detention basin (identified on Lot D on the Project Plans) of TPM No. 83738 along with associated roadways, public utilities, and infrastructure improvements on approximately 238.7 acres of land. Phases III and IV comprised on approximately 194.2 acres of land would remain undeveloped as under existing conditions and the approximately 1,156,576 s.f. of industrial and commercial uses along with Public Street C, Lot A, Lot B and Lot C planned for Phases III and IV would not be developed. Therefore, this Alternative would develop approximately 45 percent less land and 20 percent less building space as compared to the Project that would develop 432.9 acres and 5,709,954 s.f. of building space. (DEIR, p. 6-28)

Under this Alternative, Columbia Way / East Avenue M would only be improved to the east of the water towers that occur on the northern not-a-part parcel (shown as N.A.P. on the Projects Plans). A Class I trail would likely not be provided due to Parcels 11 and 12 along Columbia Way / East Avenue M not being developed, thereby leaving a gap from other industrial uses slated for development by a different Project Applicant, to the west of the Project site. Also, because planned Public Street A would traverse through a portion of Phase III and Phase I, the street would likely not be developed; resulting in only one access to the Phase I and II areas via planned Public Street B. Public Street D would be developed as shown on the Project Plans as an interior street that would serve the 9 buildings. (DEIR, p. 6-28)

All impacts under the RPA – Phases I & II would be similar to the proposed Project. Although this Alternative would develop approximately 45 percent less land and 20 percent less building space as compared to the Project, this Alternative does not reduce any of the Project's less than significant impacts to a level of no impact, nor does it reduce any of the Project's significant and unavoidable impacts to a level of less than significant. (DEIR, p. 6-40)

The RPA - Phases I & II would: 1) meet five of the nine Project's objectives, 2) meet two of the nine objectives but to a lesser extent; and 3) fail to meet two of the Project objectives. (DEIR, p. 6-40)

Similar to the proposed Project, this Alternative would meet the following objectives: 1) diversify the mix of developed land uses in the City of Palmdale to support the growing goods movement supply chain, 2) develop supply chain uses in close proximity to designated truck routes and the State highway system to avoid or shorten vehicular trip lengths on other roadways, 3) develop Class A light industrial buildings in the City of Palmdale that are designed to meet contemporary industry standards and be economically competitive with similar industrial buildings in the local area and region, 4) develop supply chain buildings that have architectural design and operational characteristics that are compatible with other existing and planned developments in the local area, and 5) develop a property that has access to available infrastructure, including roads and utilities. (DEIR, p. 6-40)

This Alternative would meet the following objectives but to a lesser extent mainly related to economic growth: 1) expand economic development, facilitate job creation, and increase the tax base for the City of Palmdale by accommodating and diversifying facilities needed to support the goods movement supply chain, and 2) attract new employment-generating businesses in the City of Palmdale, thereby growing the economy and providing a more equal jobs-housing balance in the local area that will reduce the need for members of the local workforce to commute outside the area for employment. (DEIR, pp. 6-40 through 6-41)

This Alternative would not meet the following Project objectives: 1) develop a master-planned commerce center that attracts industrial and commercial users to the City of Palmdale and 2) develop a master-planned commerce center that includes commercial uses that allows for commercial retail, restaurants, and small-scale retail commercial goods and services that would benefit residents, employees, and visitors in and around the Specific Plan Area and surrounding neighborhoods. (DEIR, p. 6-41)

2.7.3 Environmentally Superior Alternative

Section 15126.6(e)(2) of the CEQA Guidelines indicates that an analysis of alternatives shall identify an environmentally superior alternative among the alternatives evaluated in the EIR. In general, the environmentally superior alternative as defined by CEQA should minimize adverse impacts to the Project site and its surrounding environment. (DEIR, p. 6-41)

As shown in DEIR Table 6-6, Alternatives to the Project – Comparison of Environmental Impacts, both the No Development Alternative and No Project Alternative would avoid or reduce all or some of the Project's significant environmental impacts and, therefore, can be considered environmentally superior to the Project. Both the No Development Alternative and No Project Alternative are considered to be a "no project" alternative as defined by CEQA Guidelines Section 15126.6(e)(3). If a "no project" alternative is identified as the environmentally superior alternative then the EIR shall also identify an environmentally superior alternative among the other alternatives (see CEQA Guidelines Section 15126.6(e)(2). The Reduced Project Alternative, in the scenario of only Buildings 1 through 6 being implemented, is the Environmentally Superior Alternative, although it does not meet the Project objectives to the extent as the Project. (DEIR, p. 6-41)

3.0 Statement of Overriding Considerations

The City Council hereby declares that it has balanced the benefits of the Project against any unavoidable environmental impacts in determining whether to approve the Project. Pursuant to the CEQA Guidelines Section 15093, if the benefits of the Project outweigh its unavoidable adverse environmental impacts, those impacts may be considered "acceptable."

Having reduced the adverse significant environmental effects of the Project to the extent feasible by adopting the Mitigation Measures contained in the EIR, the Mitigation Monitoring and Reporting Program (MMRP), and herein, having considered the entire administrative record on the Project, and having weighed the benefits of the Project against its unavoidable adverse impacts after implementation of all feasible mitigation, the City Council has determined that each of the following social, economic and environmental benefits of the Project separately and individually outweigh the potential unavoidable adverse impacts to greenhouse gas emissions and transportation and render those potential adverse environmental impacts acceptable based upon the following overriding considerations:

A. The Project provides for the development of a master-planned commerce center that will expand economic development and increase the tax base for the City of Palmdale by transitioning vacant land into a productive land use that supports the growing goods movement supply chain.

B. The Project develops supply chain uses in close proximity to existing designated truck routes and the State highway system to avoid or shorten vehicular trip lengths on other roadways.

C. The Project attracts new employment-generating business to the City of Palmdale thereby growing the economy and providing a more equal jobs-housing balance in the local area, reducing the need for members of the local workforce to commute outside the area for employment.

D. The Project provides Class A light industrial buildings in the City of Palmdale that are designed to meet contemporary industry standards and be economically competitive with similar industrial buildings in the local area and region.

E. The Project develops supply chain buildings that are architecturally and operationally compatible with other existing and planned developments in the local area.

F. The Project provides for a master planned commerce center that includes commercial uses that allows for commercial retail, restaurants, and small-scale retail commercial goods and services that would benefit residents, employees, and visitors in and around the Specific Plan Area and surrounding neighborhoods.

G. Through Project design features, mandatory compliance with the CALGreen, and the implementation of the mitigation measures contained in the Final EIR, the Project will implement energy conservation measures and include contemporary energy efficient/energy conserving designs and operational programs.

The City Council hereby declares that the foregoing benefits provided to the public through the approval and implementation of the Project outweigh the identified significant adverse environmental impacts of the Project that cannot be mitigated to a less than significant level. The City Council finds the Project's benefits separately and individually outweigh all of the unavoidable adverse environmental effects identified in the EIR and therefore finds those impacts to be acceptable.

4.0 Additional Facts on Record

4.1 Adoption of a Monitoring Plan for Mitigation Measures

Pursuant to Section 21081.6 of the Public Resources Code, the City of Palmdale hereby adopts the Mitigation Monitoring and Reporting Program (MMRP). The City finds that the MMRP is designed to ensure compliance with the changes (i.e., mitigation measures) imposed on the Project to mitigate or avoid effects on the environment during Project implementation. The MMRP is on file with the City of Palmdale - Department of Economic and Community Development, 38250 Sierra Highway, Palmdale, California 93550.

4.2 Custodian of Record

The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Palmdale - Department of Economic and Community Development, 38250 Sierra Highway, Palmdale, California 93550. The custodian for these records is Megan Taggart, Deputy Director of Economic and Community Development. This information is provided in compliance with Public Resources Code Section 21081.6.

PLANNING COMMISSION
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. PC-2024-027

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALMDALE, CALIFORNIA RECOMMENDING CITY COUNCIL APPROVAL OF ANTELOPE VALLEY COMMERCE CENTER SPECIFIC PLAN 22-001, GENERAL PLAN AMENDMENT 22-001, ZONE CHANGE 22-001, TENTATIVE PARCEL MAP 83738, SITE PLAN REVIEW 22-008, AND A FORM OF DEVELOPMENT AGREEMENT 22-001, CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2022090009), AND ADOPTION OF THE MITIGATION MONITORING AND REPORTING PROGRAM AND STATEMENT OF OVERRIDING CONSIDERATIONS (APNS: 3126-022-926 THROUGH -929)

WHEREAS, AVCC Master, LLC has filed an application requesting approval of Specific Plan (SPL) 22-001, General Plan Amendment (GPA) 22-001, Zone Change (ZC) 22-001, Tentative Parcel Map (TPM) 83738, Site Plan Review (SPR) 22-008, and a form of Development Agreement (DA) 22-001, collectively known as the Antelope Valley Commerce Center (herein referred to as "Application");

WHEREAS, The Application applies to four parcels totaling 432.9 acres located south of Columbia Way/East Avenue M and east of the Union Pacific Railroad tracks adjacent to Sierra Highway indicated on the Los Angeles Assessor Roll as Assessor Parcel Numbers 3126-022-926, 3126-022-927, 3126-022-928, and 3126-022-929, as legally described in Exhibit A hereto and shown on the map attached as Exhibit B;

WHEREAS, On December 12, 2024, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date. Evidence, both written and oral, was duly presented and considered by the Planning Commission at the aforesaid public hearing, including but not limited to, the staff report dated December 12, 2024; and

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

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

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

SECTION 2. The Planning Commission hereby finds as follows with respect to the environmental documentation prepared for the Application:

A Pursuant to the California Environmental Quality Act (CEQA), an Environmental Impact Report has been prepared and circulated to evaluate the potential environmental impacts associated with planning, constructing, and operating the proposed Project. The City determined that the proposed Project would result in no impacts or less than significant impacts to the following environmental topics: Agriculture and Forestry Resources; Mineral Resources; Population and Housing; and Recreation. Mitigation measures for Aesthetics, Biological Resources, Cultural Resources, Energy, Geology/Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Public Services, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire were included to reduce impacts to a less than significant level. A Statement of Overriding Considerations was prepared for project-specific impacts found to be significant and unavoidable in the areas of Air Quality, Greenhouse Gas Emissions, and Transportation, and mitigation measures were included to reduce these impacts to the greatest possible extent.

B The custodian of records for the environmental document, and all other materials which constitute the record of proceedings upon which the City Council's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200. In addition, the Final EIR is available at: https://www.cityofpalmdaleca.gov/277/Environmental-Documents.

SECTION 3. Based upon substantial evidence presented to this Commission during the December 12, 2024, public hearing, including public testimony and written and oral staff reports, this Commission specifically finds as follows:

A The distribution, location, and extent of land uses, including open space, as depicted in the Specific Plan is consistent with the General Plan. (SP)

B The proposed zone change is consistent with the goals, policies, and objectives of the General Plan. (ZC)

C The site plan is consistent with the City's General Plan and any applicable Specific Plan. (SPR)

The Application includes approval of a Specific Plan for the comprehensive and cohesive buildout of the project site, which requires concurrent approval of a General Plan Amendment and Zone Change. The General Plan Consistency table provided in Exhibit C includes

specific goals and policies that are implemented by this Application. The existing and proposed land use designation and zone are also provided in Exhibits E though H. Proposed land uses are primarily industrial, with smaller areas of commercial and open space, which are generally consistent with the intended uses within the existing General Plan land use designation of Employment Flex (EMPFX). The proposed Open Space designation within the proposed Specific Plan will be utilized primarily for drainage and for the preservation of the western Joshua Tree, consistent with several policies of the General Plan.

The proposed Zone Change to Specific Plan also allows flexibility from existing development standards for the Application in a manner that is beneficial and reasonable for the site and surrounding area. Approval of the Zone Change to Specific Plan will ensure that the new designation is consistent with the proposed Specific Plan General Plan land use designation.

D The Specific Plan provides for adequate public infrastructure and services needed to support the land uses described in the plan. (SP)

Chapter 4 – Infrastructure Plan of the AVCC Specific Plan has provided maps, plans, and provisions for infrastructure through upgrades and connections to existing infrastructure whenever feasible and installation of the new infrastructure to support build-out of the site. As phases of the project develop over time, each portion of the project will also be required to pay development impact fees to help off-set the cost of providing public services.

E The standards and development criteria will ensure that development proceeds in an orderly fashion and maintains a high level of quality. (SP)

F The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area. (TPM)

Chapter 5 – Development Regulations, Chapter 6 – Design Guidelines, and Chapter 7 – Implementation Plan of the AVCC Specific Plan provide extensive standards, design criteria and regulatory procedures for the orderly, phased development of the Specific Plan area. In addition, the TPM prepared for the project meets the requirements specified within the proposed Specific Plan and subdivides the 432.9-acre site into individual lots that are consistent with the development pattern proposed.

G The Specific Plan contains implementation measures to ensure that development is supported by adequate infrastructure as development occurs. (SP)

Chapter 4 – Infrastructure Plan and Chapter 7 – Implementation Plan of the AVCC Specific plan contain appropriate implementation measures to provide adequate infrastructure for all phases of development. In addition, upgrades and connections to existing infrastructure necessary to support each phase of development and installation of the new infrastructure to support build-out of the site are proposed with each development phase. As phases of the project develop over time, each portion of the project will also be required to pay development impact fees to help off-set the cost of providing public services.

H The site is suitable for the type and intensity of development proposed. (SP)

I The site is physically suitable for the type and proposed density of development proposed by the tentative map. (TPM)

With the implementation of the Development Regulations and Design Guidelines specified within the AVCC Specific Plan, which have been drafted for consistency with the General Plan, and the mitigation measures included in the project EIR to reduce potential impacts to the greatest extent possible, the AVCC Specific Plan area is suitable for the density and intensity of the proposed development. Additionally, each phase of the Specific Plan and any modifications to the plan will be reviewed separately for consistency with all applicable regulations.

J The flexibility in development standards afforded by the Specific Plan process has resulted in a project providing a superior design and greater amenities than would occur pursuant to more traditional zoning practices, and the project provides clear and substantial benefit to the City. (SP)

Much of the proposed development will be constructed along interior streets that will not be visible or frequently accessed by the general public. Development standards within the AVCC Specific Plan have been relaxed to provide a more cohesive design for the overall project site and provide more open space to be utilized for drainage and Joshua tree preservation, while internalizing project traffic away from the adjacent transportation corridors.

K The proposed change in land use is consistent with State law. (GPA)

California Government Code §§ 65450 through 65457 requires all Specific Plans to be consistent with the General Plan and to include adequate text and diagrams to address the following project concerns:

- The distribution, location, and extent of the proposed land uses, including open space within the plan area;
- The distribution, location, and extent and intensity of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed within the project area and needed to support the plan;
- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources; and,
- A program of implementation measures including regulations, programs, public works projects, and financing measures, necessary to carry out the items above.

Chapters 3 through 7 (Land Use, Infrastructure Plan, Development Regulations, Design Guidelines, Implementation Plan) of the AVCC Specific Plan address each of the required elements listed above and establish the essential link between the policies of the current General Plan and the AVCC project site.

L The amendment is reasonable and beneficial. (GPA)

M The proposed Zone Change will not have a substantial adverse effect on surrounding properties or the community in general. (ZC)

N The proposed Development Agreement will not be detrimental or cause adverse effects to adjacent property owners, residents, or the general public. (DA)

The AVCC Specific Plan area is located in the United States Air Force Plant 42 Influence Area and within close proximity to major commercial corridors. Therefore, both the General Plan, zoning and the AVCC Specific Plan have carefully considered the proposed use of the site. As such, while uses within the AVCC Specific Plan slightly differ than those envisioned by the General Plan of the current zone, the uses are primarily industrial (which is consistent with the exiting designations of the site) in nature and are intended to complement and augment uses in the surrounding area. In addition, the AVCC Specific Plan provides for reasonable build-out of the site over time in a manner that is consistent

with the General Plan. Furthermore, the project will provide considerable employment opportunities for residents and tax revenue for the City.

The AVCC Specific Plan also provides buffers from adjacent properties in the form of open space, landscaping and the installation of infrastructure, such as pedestrian and bicycle access, which further ensure that the development will augment and not have a substantial adverse effect on the surrounding properties. In addition, the Development Agreement has been drafted to protect the interests of the public as well as the City and the Applicant and provides procedures for compliance reviews and remedies.

O The site plan is consistent with the development standards set forth in Title 17 of the PMC and any applicable design guidelines. (SPR)

As proposed, the AVCC Specific Plan will govern development of the site and has been drafted in a manner that provides flexibility in development standards in order to achieve a superior design for the large, complex project. Chapter 5 – Development Regulations and Chapter 6 – Design Guidelines provide for the cohesive development of the site over time. Furthermore, the Application includes development plans for Phase 1 of the site and the plans have been reviewed to ensure compliance with the requirements specified within the AVCC Specific Plan.

P The proposed subdivision, together with the provisions for its design and improvement, shall be consistent and compatible with the maps, goals, objectives and policies of the General Plan, Zoning Ordinance and any applicable Specific Plan. (TPM)

The proposed subdivision of land is needed to provide adequate access and circulation for the proposed project and the associated Specific Plan has established development standards and design criteria to ensure compatibility with the General Plan. Specific Goals and policies implemented by the project can be found in Exhibit C.

Q The tentative map does not propose to divide land which is subject to contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a land conservation act contract but the resulting parcels following division of the land will not be too small to sustain their agricultural use. (TPM)

The tentative map does not propose to divide land which is subject to contract. The project EIR analyzed the potential for impacts related to the

California Land Conservation Act and found no contract connected with the parcels associated with the proposed project.

R The design of the subdivision and the proposed improvement, with conditions of approval, are either; 1) not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat; or 2) the design of the subdivision and the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, but an environmental impact report has been prepared and a statement of overriding considerations has been adopted, pursuant to Public Resources Code Section 21081(c), finding that specific economic, social or other considerations make it not feasible to adopt the mitigation measures or project alternative identified in the environmental impact report. (TPM)

The project EIR has included mitigation measures to reduce potential impacts to wildlife and their habitat to a less than significant level. A Statement of Overriding Considerations was prepared for impacts related to Air Quality, Greenhouse Gas Emissions, and Transportation and mitigation measures were included to reduce impacts in these areas to the extent feasible.

S The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems. (TPM)

The project has been designed, conditioned and mitigated to reduce potential impacts to the extent feasible. Furthermore, the project is located in an area intended for industrial and aerospace uses and the United States Air Force Plant 42 and therefore development of the site is not anticipated to cause substantial impacts to residential neighborhoods. Uses envisioned by the AVCC Specific Plan are intended to occur primarily within enclosed buildings and each proposed phase of development will be analyzed to ensure the safety of employees and the surrounding community.

T The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible. (TPM)

The project is required to comply with the Title 24 CALGreen Building Code and includes a mitigation measure requiring achievement of Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CALGreen Tier 2 standards in effect at the time of building permit application. In addition, each new parcel is of sufficient

size to provide sufficient space for development, open space and other amenities.

U The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision, or the design of the subdivision and the type of improvements will conflict with the easements acquired by the public at large for access through or use of property within the proposed subdivision but alternative easements which are substantially equivalent to those previously acquired by the public will be provided. (TPM)

The project has been designed and conditioned to maintain existing easements and provide for future easements necessary to meet all access and easement requirements.

V The proposed Development Agreement conforms with the maps and policies of the General Plan or any applicable Specific Plan. (DA)

The Development Agreement conforms with all required entitlement applications, associated with the AVCC Specific Plan phased development plan. The Palmdale General Plan Land Use Map and Zoning Map will both be amended to designate the project area as Specific Plan. The project, including the Development Agreement complies with the General Plan with specific General Plan goals and policies addressed by the project noted in Exhibit C.

W The proposed Development Agreement complies with the requirements of California Government Code Sections 65865 through 65869.5. (DA)

The Development Agreement has been drafted in accordance with and will be enforced pursuant to the procedural requirements of California Government Code Sections 65865 through 65869.5. Additionally, the project EIR analyzed the project and found that two areas of the project site are located within the FEMA Flood Insurance Rate Map (FIRMS) Zone X which have been designated open space and designed for drainage purposes in compliance with California Government Code Sections 65865.5.

X The proposed Development Agreement provides benefit to the City. (DA)

The Development Agreement establishes public benefits resulting from the implementation of the project in the form of the requirement to pay

Development Impact Fees and construct improvements that will help to support and accelerate development in the area.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, this Commission hereby recommends City Council approval of SPL 22-001, GPA 22-001, ZC 22-001, TPM 83738, SPR 22-008 and a form of DA 22-001, certify the Environmental Impact Report and adopt the MMRP and Statement of Overriding Considerations subject to the Conditions of Approval as set forth in Exhibit K.

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

PASSED, APPROVED and **ADOPTED** this 12th day of December 2024.

Dean Henderson
Chair, Planning Commission

ATTEST:

Sylvia Magallanes, Deputized Clerk

I, Sylvia Magallanes, Deputized Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly approved, and adopted by the Planning Commission of the City of Palmdale at a regular meeting of said Commission held on the 12th day of December 2024, by the following roll call vote:

AYES: (4) Chair Henderson, Commissioners Jones, Lujan, Olivarez

NOES: 0

ABSTAIN: 0 ABSENT: (1) Vice Chair Elize

Date: 1/6/2025

Sylvia Magallanes, Deputized Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR
GPA 22-001, ZC 22-001, SPL 22-001, TPM 83738, SPR 22-008 AND DA 22-001

THE LAND REFFERED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 070999, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 380, PAGES 77 THROUGH 79 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BENEATH A PLANE THAT IS 100 FEET BELOW THE SURFACE OF SAID LAND (TO THE EXTENT PROVIDED BY THE DOCUMENTS OF RECORD SET FORTH BELOW), BUT WITHOUT THE RIGHT OF SURFACE ENTRY (TO THE EXTENT PROVIDED BY THE DOCUMENTS OF RECORD SET FORTH BELOW), AS RESERVED BY VARIOUS DOCUMENTS OF RECORD;

FEBRUARY 19,1957, AS INSTRUMENT NO. 670 IN BOOK 53679, PAGE 61; MARCH 6, 1957, AS INSTRUMENT NO. 1448 IN BOOK 53833, PAGE 249; JULY 30, 1959, AS INSTRUMENT NO. 1177 IN BOOK D-553, PAGE 370; FEBRUARY 11, 1960, AS INSTRUMENT NO. 3114 IN BOOK D-747, PAGE 740; FEBRUARY 25, 1960, AS INSTRUMENT NO. 3198 IN BOOK D-760, PAGE 643; MARCH 17, 1960, AS INSTRUMENT NO. 3082 IN BOOK D-784, PAGE 601; JULY 11, 1960, AS INSTRUMENT NO. 3610 IN BOOK D-906, PAGE 190; JULY 14, 1960, AS INSTRUMENT NO. 3815 IN, BOOK D-910, PAGE 642; OCTOBER 3,1962, AS INSTRUMENT NO. 363 IN BOOK D-1776, PAGE 397; JULY 8, 1965, AS INSTRUMENT NO. 1052 IN BOOK D-2968, PAGE 781; AUGUST 13, 1965, AS INSTRUMENT NO. 708 IN BOOK D-3014, PAGE 539; DECEMBER 9, 1966, AS INSTRUMENT NO. 111 IN BOOK D-3502, PAGE 695; ALL OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

APN: 3126-022-926, 3126-022-927, 3126-022-928 AND 3126-022-929

EXHIBIT B

AERIAL MAP FOR GPA 22-001, ZC 22-001, SPL 22-001, TPM 83738, SPR 22-008 AND DA 22-001



EXHIBIT C

GENERAL PLAN CONSISTENCY

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use & Community Design	LUD-17: Facilitation of industrial areas that support and buffer Plant 42 while maintaining compatibility with adjacent non-industrial uses.	Yes	The project is located northwest of Plant 42 and will serve as a buffer from the Plant and other uses by providing a mix of light industrial and commercial uses.
	LUD-18: Attraction and stimulation of new employment uses through flexible land use regulations and supportive policies/actions.	Yes	The proposed Specific Plan establishes a mix of flexible land uses that will provide employment and commercial services to residents and provides for appropriate use regulations and supportive policies.
Circulation and Mobility	CM-1.1: Design and maintain the public right-of-way through a complete streets approach that facilitates safe, comfortable, and efficient travel for all roadway users.	Yes	The proposed project meets the Engineering Department standards for adequate roadway widths and pedestrian paths-of-travel to accommodate safe, comfortable, and efficient travel for all roadway users.

*Justification is based on a review by the case planner of the plans date stamped 'Received July 29, 2024'.

EXHIBIT D

AVCC SP CONSISTENCY

	Standard	Standard Met?	Justification*
Lot Size	Minimum: 20,000 square feet	Yes	Phase 1 of the proposed project consists of six parcels for industrial buildings. The parcels range in size from 291,852 square feet to 2,012,472 square feet.
Maximum Building Height	Minimum: 75 feet	Yes	The six industrial buildings proposed for Phase 1 will range from 32 to 42 feet in height.
Minimum Landscape Coverage (buildings fronting Columbia Way/East Avenue M)	10 percent (Landscaping shall include plantings including shrubs, groundcovers, and vines and may include walkways, trellises, fencing, walls, and related amenities)	Yes	The percent of landscaping proposed for the three buildings that will front Columbia Way/East Avenue M range from 10.3 percent to 11.8 percent.
Parking Lot Landscaping	15 percent	Yes	Each of the parking areas for the six proposed buildings within Phase 1 development provides minimum parking lot landscaping of 15 percent
Minimum Setback along Columbia Way/East Avenue M	20 feet, minimum 10 feet of landscaping	Yes	All three buildings that will front Columbia Way/East Avenue M are set back a minimum of 70 feet with more than 20 feet of landscaping.
Minimum Setback Local & Collector Streets	10 feet, minimum six feet of landscaping	Yes	The buildings fronting the collector and local streets through the project area are all setback a minimum of 50 feet with a minimum of 6 feet of landscaping.

*Justification is based on a review by the case planner of the plans date stamped 'Received July 29, 2024', and 'Received August 12, 2024'.

EXHIBIT E

GP 22-001 - EXISTING LAND USE DESIGNATION

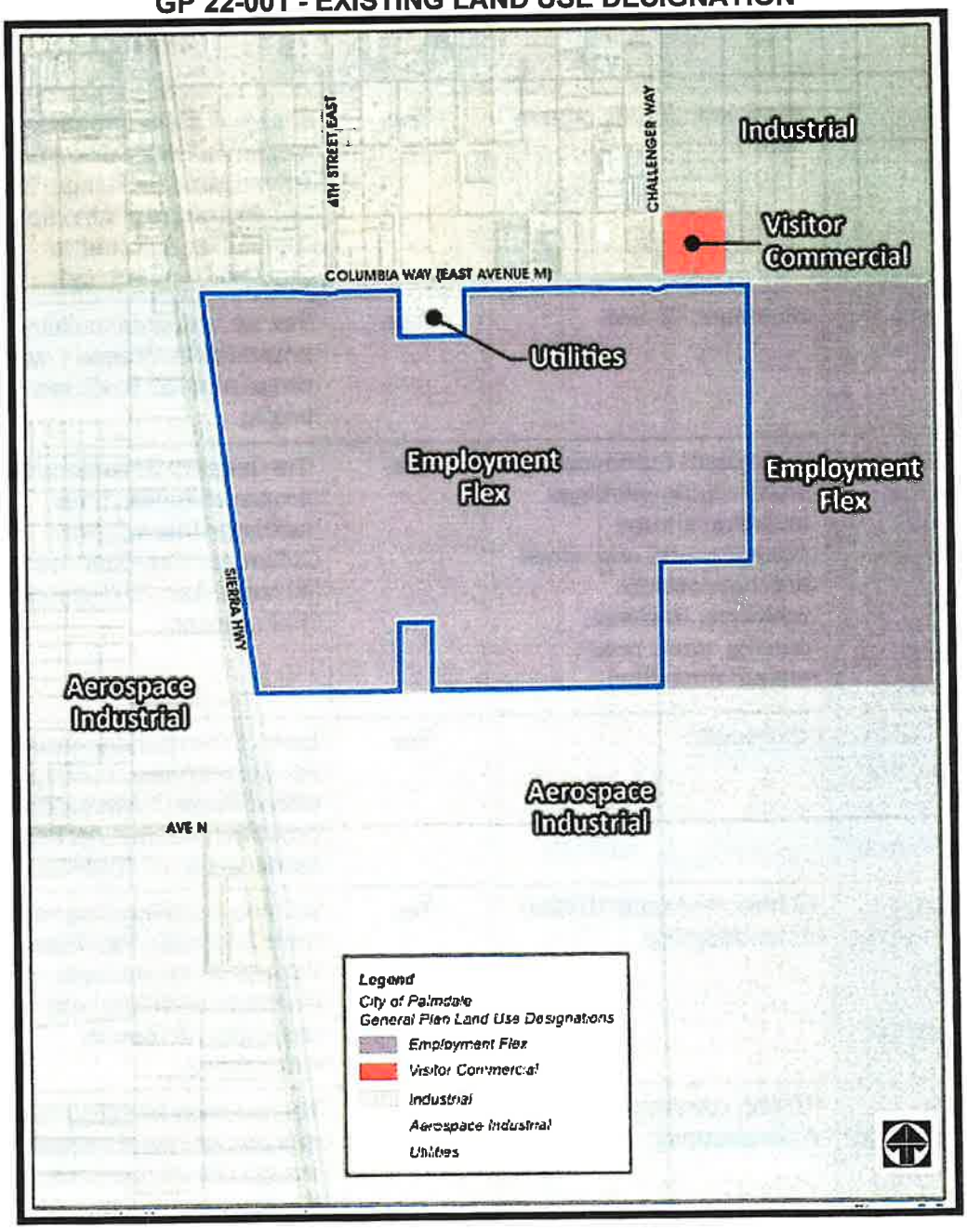


EXHIBIT F

GP 22-001 - PROPOSED LAND USE DESIGNATION

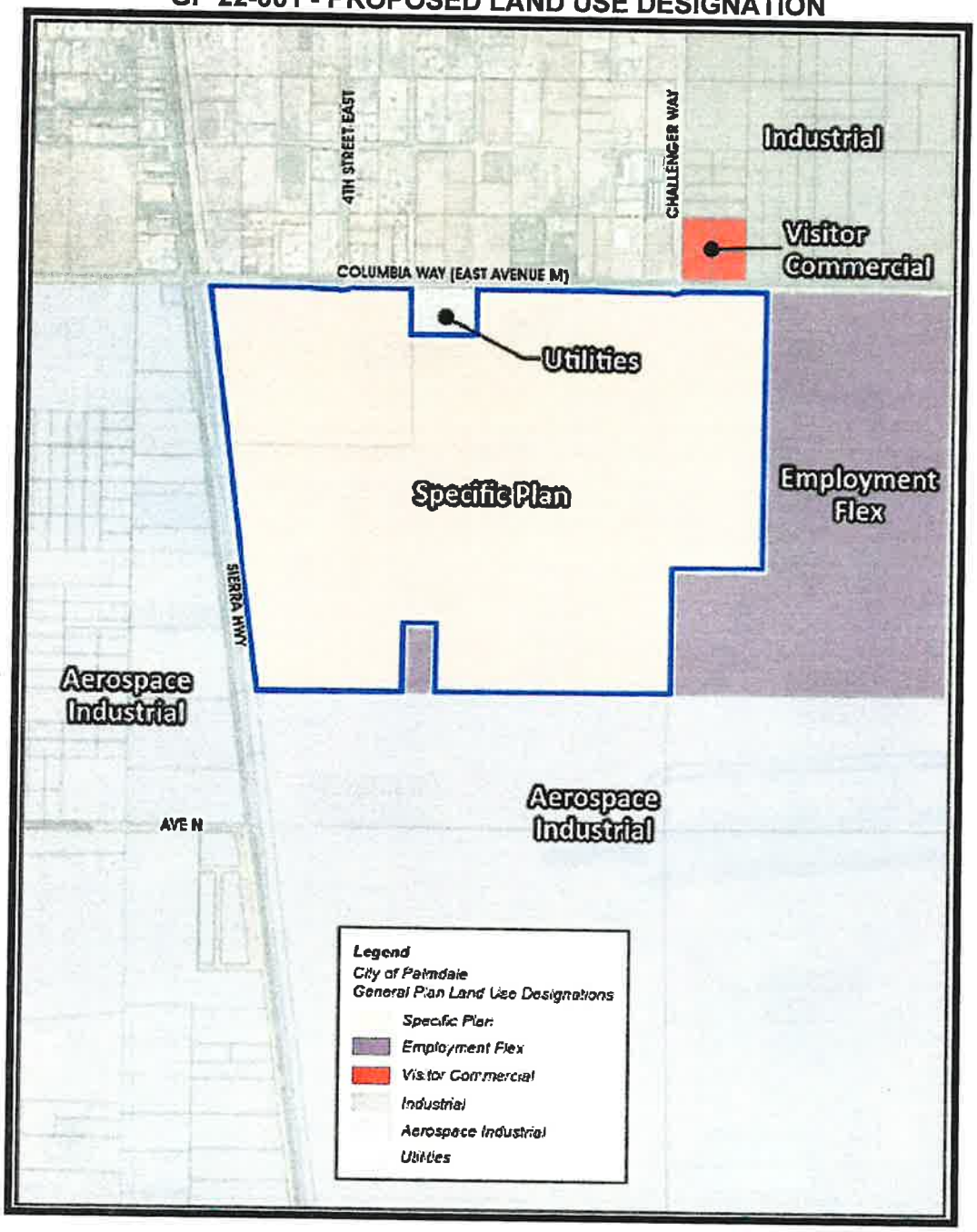


EXHIBIT G

ZC 22-001 - EXISTING ZONING DESIGNATION

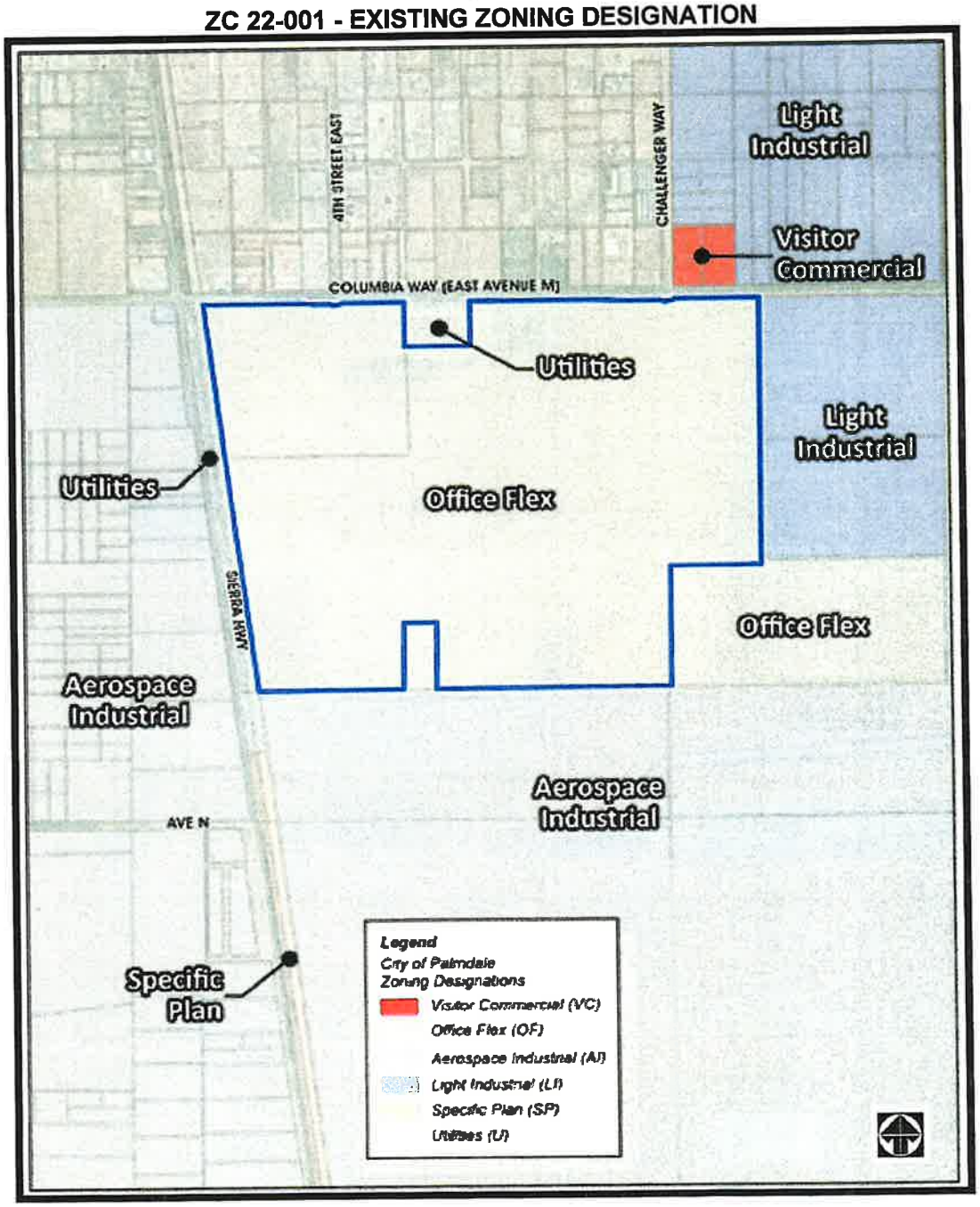


EXHIBIT H

ZC 22-001 - PROPOSED ZONING DESIGNATION

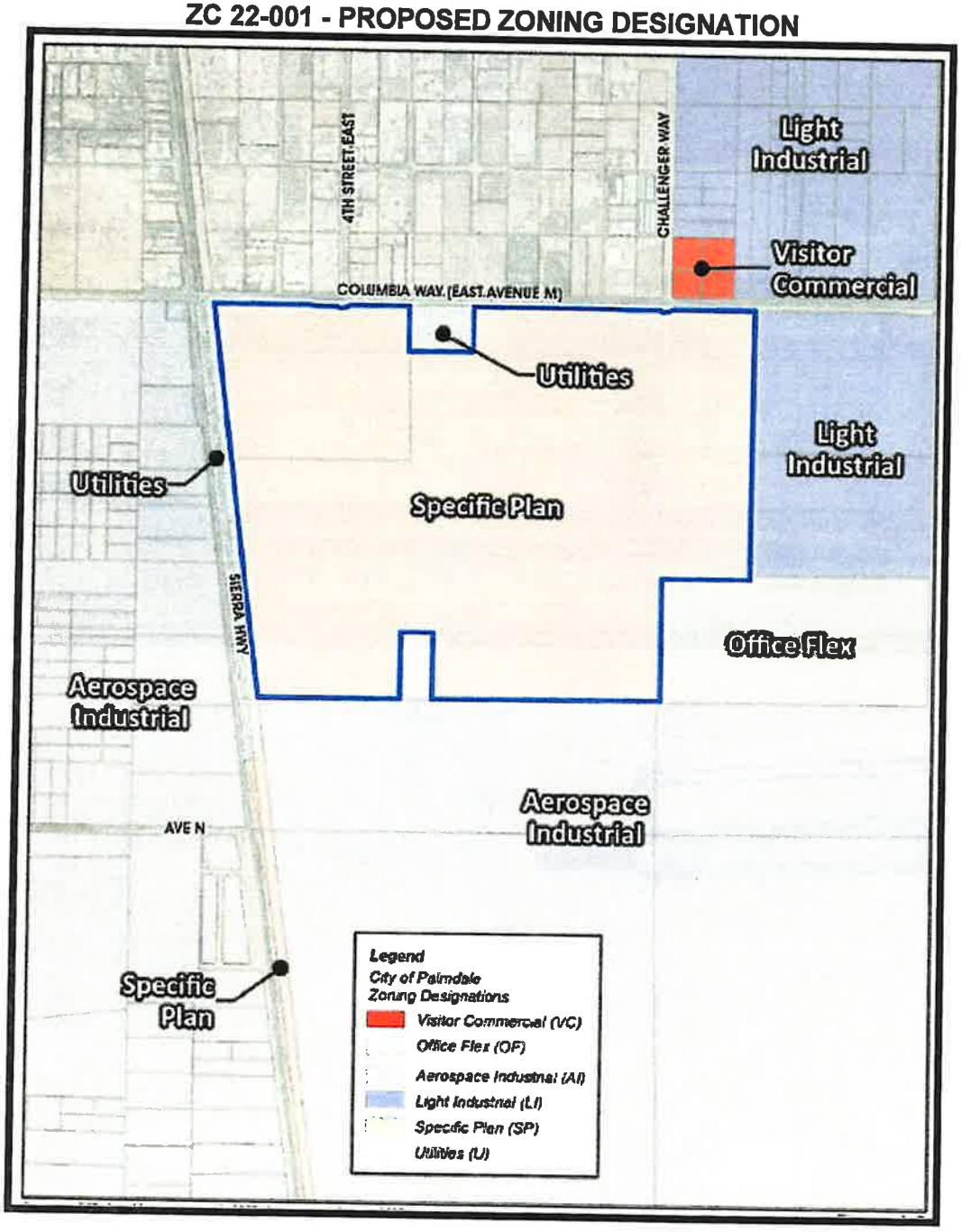


EXHIBIT I

PHASE I SITE PLAN

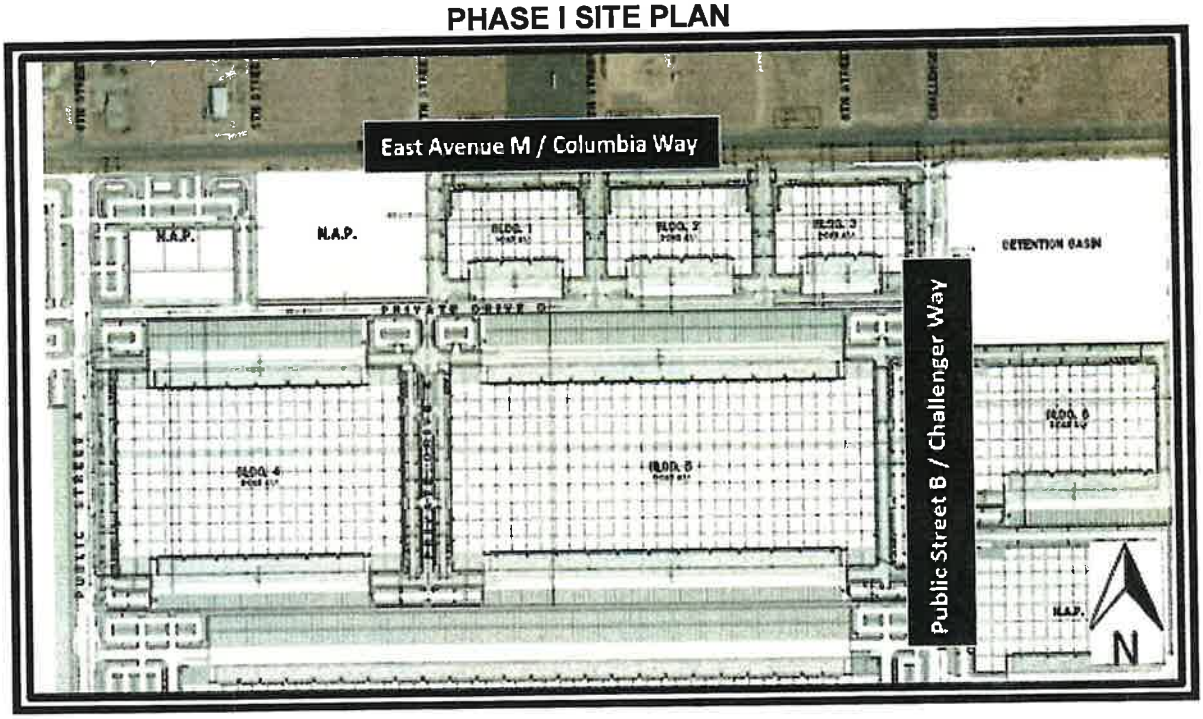


EXHIBIT J

TENTATIVE PARCEL MAP

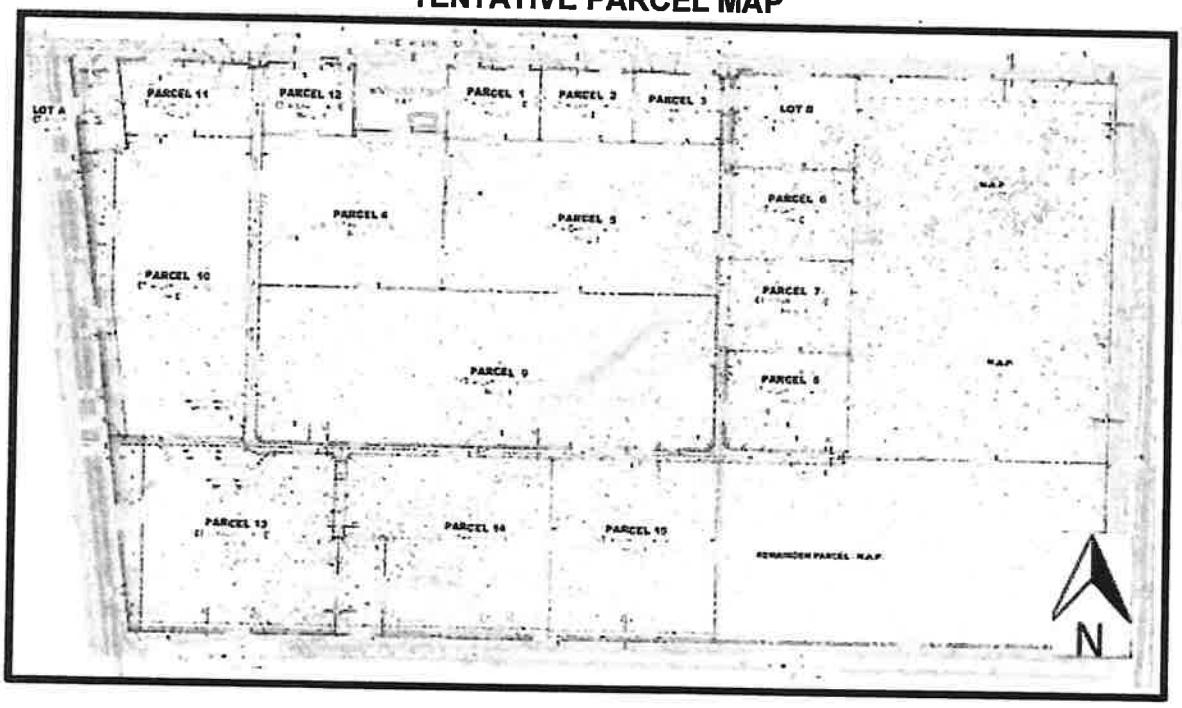


EXHIBIT K

CONDITIONS OF APPROVAL FOR
SITE PLAN REVIEW 22-008
TENTATIVE PARCEL MAP 83738

APPROVAL DATE: DECEMBER 12, 2024
EFFECTIVE DATE: DECEMBER 24, 2024
EXPIRATION DATE: TBD (Upon Council Review)

These Conditions of Approval apply to Tentative Parcel Map (TPM) 83738 and Site Plan Review (SPR) 22-008 for the Antelope Valley Commerce Center Specific Plan; a request subdivide 432.9 acre(s) into 19 lot(s) for the phased development of 8,241,552 square feet of industrial and 60,984 square feet of commercial uses, and approximately 29 acres of open space located south of Columbia Way/East Avenue M and east of the Union Pacific railroad tracks adjacent to Sierra Highway (APN's: 3126-022-926, 3126-022-927, 3126-022-928, and 3126-022-929). Any proposed change of use or expansion of the area, or modifications to the site plan or structures shall be submitted to the Planning Division, along with the required application and fee, for review. For the purpose of these conditions, the term "applicant" shall also mean the developer, the owner or any successor(s) in interest to the terms of this approval. For the purposes of these conditions, an * indicates that the condition is a mitigation measure.

GENERAL CONDITIONS:

1 TPM 83738 and SPR 22-008 shall be inaugurated within three years or they shall automatically expire on the date specified on the final draft of the Conditions of Approval. This approval is based on the site plan date stamped, 'Received July 29, 2024' and tentative map date stamped, 'Received August 12, 2024'. The SPR shall be considered inaugurated if applicable grading and/or building permits have been issued, construction is initiated and on-going. Cessation of construction activity for over 180 days will result in lapse of this approval. The TPM shall be considered inaugurated upon recordation of the Final Map. (E)(P)

2 This approval shall not become effective for any purposes until any appeal period has passed and the applicant has filed at the office of the Planning Division their notarized affidavit stating that they agree to and accept all of the Conditions of Approval as approved by the Reviewing Authority as set forth in Resolution No. PC-2024-027. (P)

3 Should this project not be inaugurated during the initial approval period, an extension of time not to exceed an additional two years for SPR 22-008 and as allowed by the Subdivision Map Act for TPM 83738 may be granted by the Review Authority. Applications for time extensions must be filed a minimum of 90 days prior to the expiration date. Requests for time extensions must be

accompanied by a formal application, all required exhibits and plans, and required application fees. (P)

4 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the Review Authority upon submittal of a formal application, required exhibits and appropriate fees in accordance with the PMC. In granting any such time extension, the City may impose new conditions and standards on the tentative map, pursuant to Section 66452.6(e) of the Government Code. (P)(E)

5 Immediately upon approval of this project by the Review Authority, the applicant shall submit to the City a cashier's check or check, payable to Los Angeles County Clerk in the amount of $4,126.25 for the environmental filing fee in compliance with the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the California Department of Fish and Wildlife (CDFW) determines that this project is not exempt from a filing fee imposed pursuant to Fish and Wildlife Code Section 711.4 because the project has more than a de Minimis impact on fish and wildlife, then the applicant shall also pay to CDFW any fee and any fine which the Department determines to be owed. (P)

6 TPM 83738 is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the map date stamped 'Received August 12, 2024', as modified by these Conditions of Approval. Final map(s) shall be in substantial compliance with the Tentative Map and these Conditions of Approval. (P)(E)

7 The applicant shall comply with all requirements of the PMC, all requirements of the City ordinances, resolutions, and all applicable standards and policies that are in effect at the time that building permits are issued for the development. (P)(E)

8 The applicant shall defend, indemnify, and hold harmless the City its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City concerning this project, including but not limited to any approval or condition of approval of the Review Authority. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

9 Pursuant to Government Code Section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

10 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the PMC, including the requirement that a business license be obtained by all entities doing business in the City. (P)

11 The applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site, in accordance with the property maintenance requirements as set forth in the PMC Chapter 8.36 (Regulation of Property Maintenance). (P)

12 In the event the applicant files a final map with respect to any phase or phases of the tentative map less than one year from a previous filing of a final map for the project, the applicant shall be entitled to only one automatic extension pursuant to Government Code Section 66452.6(a) for those filings. (P)

13 When exhibits and written Conditions of Approval are inconsistent, the written conditions shall prevail. (P)(E)

14 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this subdivision/development. If off-site public improvements are required, said improvements shall be located within public easements. This TPM 83738 and SPR 22-008 approval is subject to the applicant's acceptance of the City requirements for acquisition of said public easements, at the sole cost and expense of the applicant. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this Condition. (E)

15 The applicant shall participate in such on-site and off-site water service improvements or wells as may be required by the serving water purveyor/master. (E)

16 Coordination with utility companies by the applicant's engineer during design shall be required to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

17 Transmission or distribution lines less than 50kV and all other utility lines, existing and proposed, shall be installed underground in accordance with the PMC Chapter 12.04 (Underground Utilities). (E)

18 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs, shall be prepared, signed, and stamped (when required) only by those individuals legally authorized to do so. Development plans must be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

19 Sign approval for the project is a separate process requiring the issuance of a sign permit and building permits and is subject to review and approval by the Planning Division and Building and Safety Division. (P)(B&S)

20 Left-turn ingress and/or egress at all access locations shall be subject to approval of the City Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

21 Intersection sight distance and stopping sight distance shall be shown to meet the required standards both horizontally and vertically at all vehicular ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. (TE)

22 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)

22.1 Water District

22.2 Southern California Edison

22.3 Southern California Gas Company

22.4 AT&T

22.5 Cable TV

Phase 1

23 The applicant shall provide standard street improvements for the south half of Columbia Way/East Avenue M across the Phase 1 project frontage. The design shall be based on a 64-foot right-of-way on an acceptable centerline profile extending a minimum of 300 feet beyond the project where applicable. Improvements listed below shall be constructed or designed and bonded prior to recordation of the map. These improvements shall consist of: (E)(TE)

23.1 Curb and gutter,

23.2 Sidewalk (width = eight feet),

23.3 Construct 12-foot-wide multi-purpose trail south of the 8-foot sidewalk to the satisfaction of the City Engineer,

23.4 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

23.5 Traffic control signs and devices as required by the City Engineer,

23.6 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

23.7 Curb ramp(s) at all walk returns,

23.8 Roadway drainage device(s),

23.9 Streetlights,

23.10 Raised median,

23.11 Dedicate additional right-of-way and construct improvements at project entrance/intersection as required by Traffic Division,

23.12 Construct a standard right turn lane and pavement transition within the existing 50-foot right-of-way in front of the Los Angeles County water tank parcel (APN: 3126-022-901),

23.13 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches,

23.14 Dedicate sufficient right-of-way for corner cut-off in accordance with City's Engineering Design Standards,

23.15 Dedicate the right to restrict vehicular access along the Avenue M frontage to the City of Palmdale except at approved driveway approaches,

23.16 Dedicate a 12-foot bike trail easement along the westerly boundary of Parcel 1 and northerly boundary of Parcel 4,

23.17 Install a traffic signal at the intersection of Columbia Way/East Avenue M and Challenger Way. The traffic signal improvements at this intersection shall include:

23.17.1 Two northbound left turn lanes with a minimum of 350 feet of storage,

23.17.2 One northbound shared through-right turn lane,

23.17.3 A westbound left turn lane with a minimum storage of 150 feet,

23.17.4 An eastbound right turn lane 250 feet long.

23.18 Install a traffic signal at the intersection of Columbia Way/East Avenue M and 4th Street East. The traffic signal improvements at this intersection shall include:

23.18.1 One northbound shared through-right turn lane,

23.18.2 A southbound left turn lane with a minimum of 125 feet of storage,

23.18.3 A westbound left turn lane with a minimum storage of 150 feet,

23.18.4 An eastbound right turn lane 250 feet long.

24 The applicant shall provide standard street improvements for Street "B" within the Phase 1 project boundary, face of curb to face of curb width of 64 feet (76-foot right-of-way). These improvements shall consist of: (E)

24.1 Curb and gutter,

24.2 Sidewalk (width = six feet),

24.3 Roadway grading and paving, overlay and/or match-up, as directed by the City Engineer,

24.4 Traffic control signs and devices as required by the City Engineer,

24.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

24.6 Curb ramp(s) at all walk returns,

24.7 Roadway drainage device(s),

24.8 Streetlights,

24.9 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches,

24.10 Street "B" shall have an ultimate right-of-way of 82 feet wide for 370 feet south of Columbia Way/East Avenue M to accommodate a northbound right-turn lane,

24.11 Construct standard cul-de-sac at the southerly terminus of Phase 1.

25 The applicant shall prepare and submit a corridor analysis specifying the improvements as identified by the recommendations of the traffic study prepared for this development to determine fair share cost of said improvements to the satisfaction of the City Engineer. (TE)

26 The applicant shall pay their fair share of the improvements specified within the approved corridor analysis to contribute toward build-out of the improvements specified within the traffic study prepared for the development subject to the timing outlined below: (TE)

26.1 Fair share payment for Phases 1 and 2 shall be remitted to the City prior to issuance of the building permit for Parcel 9.

26.2 Fair share payment for Phase 3 shall be remitted to the City prior to issuance of the first building permit in Phase 3.

26.3 Fair share payment for Phase 4 shall be remitted to the City prior to issuance of the first building permit in Phase 4.

Phase 2

25 The applicant shall provide standard street improvements for Street "A", "B", & "C" within the Phase 2 project boundary, face of curb to face of curb width of 64 feet (76-foot right-of-way). These improvements shall consist of: (E)

25.1 Curb and gutter,

25.2 Sidewalk (width = six feet),

25.3 Roadway grading and paving, overlay and or match-up, as directed by City Engineer,

25.4 Traffic control signs and devices as required by the City Engineer,

25.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

25.6 Curb ramp(s) at all walk returns,

25.7 Roadway drainage device(s),

25.8 Streetlights,

25.9 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches,

25.10 Dedicate sufficient right-of-way for corner cut-off in accordance with the City's Engineering Design Standards,

25.11 Remove Street "B" cul-de-sac and provide standard improvements connecting to Street "C",

25.12 Dedicate sufficient right-of-way and construct right turn lane on Street "C" going westbound onto Street "B",

25.13 Dedicate sufficient right-of-way and construct right turn lane on Columbia Way/East Avenue M going eastbound onto Street "A",

25.14 Install a traffic signal at the intersection of Columbia Way/East Avenue M and Street "A" per Traffic Division requirements.

Phase 3

26 The applicant shall provide standard street improvements for the south half of Columbia Way/East Avenue M across the Phase 3 project frontage. The design shall be based on a 64-foot half-width right-of-way on an acceptable centerline profile extending a minimum of 300 feet beyond the project where applicable, according to the General Plan designation for that street. These improvements shall consist of: (E)

26.1 Curb and gutter,

26.2 Sidewalk (width = eight feet),

26.3 Construct 12-foot wide multi-purpose trail south of the 8-foot sidewalk to the satisfaction of City Engineer,

26.4 Roadway grading and paving, overlay and or match-up, as directed by City Engineer,

26.5 Traffic control signs and devices as required by the City Engineer,

26.6 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

26.7 Curb ramp(s) at all walk returns,

26.8 Roadway drainage device(s),

26.9 Streetlights,

26.10 Raised and landscaped median,

26.11 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches,

26.12 Dedicate sufficient right-of-way for corner cut-off in accordance with City's Engineering Design Standards,

26.13 Dedicate the right to restrict vehicular access along the Columbia Way/East Avenue M frontage to the City of Palmdale except at approved driveway approaches,

26.14 Dedicate a 12-foot bike trail easement along the easterly boundary of Parcel 12,

26.15 Construct a 12-foot bike trail along Columbia Way/East Avenue M and around the Los Angeles County water tank parcel (APN 3126-022-901),

26.16 Construct curb and gutter, sidewalk, and asphalt pavement within the existing right-of-way along the Los Angeles County water tank parcel (APN 3126-022-091). Said improvements shall be eligible for Traffic Impact credit.

Phase 4

27 The applicant shall provide standard street improvements for Street "D" within the project boundary, face of curb to face of curb width of 64 feet (76-foot right-of-way). These improvements shall consist of: (E)

27.1 Curb and gutter,

27.2 Sidewalk (width = six feet),

27.3 Roadway grading and paving, overlay and or match-up, as directed by the City Engineer,

27.4 Traffic control signs and devices as required by the City Engineer,

27.5 Curb ramp(s) at all walk returns,

27.6 Roadway drainage device(s),

27.7 Streetlights,

27.8 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches.

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OCCUPANCY AT BUILD OUT OF THE ANTELOPE VALLEY COMMERCE CENTER SPECIFIC PLAN:

28 The following improvements at the Sierra Highway and Columbia Way/East Avenue M intersection shall be completed (if not previously constructed): add a second eastbound left turn lane and a second westbound left lane. Modify the existing traffic signal to accommodate these improvements and implement overlap phasing for the northbound right turn movement. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF THE TENTATIVE MAP FOR CONDITION COMPLIANCE:

29 The applicant shall submit a revised tentative map showing condition compliance along with required fee(s) for plan check review to the Planning Division. Lot sizes for individual lots shall be indicated and all lots shall meet or exceed the minimum lot size and required lot dimensions contained in the standards of development for the associated zone. Portions of lots included within the Landscape Maintenance Assessment District/Community Facility Districts shall not be utilized in determining compliance with the minimum lot area standards. (P)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

Site and Architectural Design

30 The applicant shall submit the final site plan, floor plans, architectural elevation(s), and photometric lighting plans to the Planning Division for review and approval along with required fee(s) for plan check review through the Accela Citizen Access portal. Such plans shall be fully dimensioned and in substantial conformance with those approved by the Review Authority. Plans shall address the following: (P)(TE)(BS)(PS)

Screening

30.1 Utility and transformer boxes, backflow devices, and other similar equipment facilities shall be placed underground, unless otherwise specified and approved. Screening shall be compatible with main structures and include landscaping where appropriate. All electrical switchgear shall be located within an electrical or utility room within the building which may be accessible from an exterior door or doors. Exterior surface mounted switchgear shall be prohibited.

30.2 The location of all devices required by the water district shall be shown on the site plan. All such devices shall be screened with a low-profile wall to match the building, or other method as approved by the Planning Manager.

30.3 The location and method of screening for all roof-mounted equipment shall be demonstrated, including but not limited to air conditioning and heating units, plumbing flues and vents. All equipment shall be screened from public view. All roof-mounted equipment shall be screened from view by

parapet walls or other architectural means. The applicant shall demonstrate to the satisfaction of the Planning Manager that no roof-mounted equipment will be visible from the public right-of-way. A line of-sight drawing showing full screening of the roof-mounted equipment by the building parapets shall be submitted to the satisfaction of the Planning Manager.

30.4 Exterior ladders providing roof access and exterior downspouts shall be prohibited. Access to the roof and all gutters/downspouts shall be concealed within buildings.

30.5 Any proposed bollards shall include a decorative cover consistent with the architectural style of the associated building. Safety Yellow colored pipe style bollards shall only be permitted in areas hidden from the public right-of-way.

30.6 The location and enclosure details of refuse containment areas shall be in compliance with the Specific Plan, or if the Specific Plan is silent, PMC Chapter 17.85.020 (Refuse and Recycling). Refuse and recycling enclosures shall be screened by a six-foot decorative masonry block wall/material compatible with the main structure(s). A self-closing gate constructed of solid metal material painted to match the enclosure and a solid decorative roof treatment shall be provided. Refuse enclosures shall be designed to meet or exceed the minimum capacity requirements of the development as determined by PMC Chapter 15.30 (CALGreen Recycling Requirements), PMC Chapter 17.85 (Utilities and Services), and waste hauler. Enclosures shall be located to provide unobstructed 24-hour access to refuse collection vehicles.

30.7 The location of the outdoor employee and amenity area shall be demonstrated and shall include a protective screen wall.

30.8 Landscape screening for above-grade transformers shall be demonstrated while maintaining the utility company minimum five-foot clearance requirement.

Lighting

30.9 The photometric lighting plan for parking areas shall comply with applicable standards contained in the Specific Plan, or if the Specific Plan is silent, PMC Section 17.86.030 (Outdoor Lighting).

30.10 All exterior lighting shall be decorative and appropriate for the architecture of the associated building. Light fixtures shall comply with the Specific Plan, or if the Specific Plan is silent, with PMC Section 17.86.030 (Outdoor Lighting) and shall not project above the fascia or roof line of the building.

30.11 Buildings shall have exterior security lighting fixtures or wall packs installed that are protected by a weather and vandal-resistant covering. Security lighting must follow the specifications of the Specific Plan, or if the Specific Plan is silent, PMC Section 17.86.030 (Outdoor Lighting).

30.12 Parking lot lighting shall comply with applicable standards contained in the Specific Plan, or if the Specific Plan is silent, the PMC and shall not be obstructed by trees or other landscaping.

30.13 Pedestrian walkways shall have sufficient decorative pathway lighting.

30.14 Exterior door, perimeter, canopy, and parking area lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting.

30.15 All parking lots, aisles, and grounds contiguous to buildings shall be provided with sufficient lighting to provide adequate illumination for the safety and security of vehicles and pedestrians using the site during the hours of darkness or diminished lighting. Such lighting shall be equipped with vandal and weather-resistant covers/lenses and comply with specifications of the PMC.

Architectural Design

30.16 Architectural elevations shall note proposed materials, colors, height, dimensions, window, roof, and treatments for all four sides of proposed structure(s).

30.17 If glass skylights are installed on the roof, they shall be provided with rated burglary resistant glass or glass like acrylic material. Iron bars of at least one-half inch round or by one-fourth inch flat steel material spaced no more than five inches apart or a steel grill of at least one-eighth inch material or two-inch mesh, shall be securely fastened over the skylight to prevent entry.

30.18 Iron bars or steel grills, with the same specifications as for skylights, shall be used on air ducts or air vent openings exceeding eight inches by 12

inches located on the roof or exterior walls to prohibit access by unauthorized persons.

Circulation/Parking Safety and Loading Areas

30.19 The site plan shall identify the interior traffic flow pattern.

30.20 The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted and identified throughout the interior of the project. Design of these areas shall be reviewed and approved by the applicable City departments and shall comply with Title 24 Handicapped Accessibility Standards and City Building Codes (most current edition).

30.21 The site plan shall indicate the alignment of all adjacent streets, turn lanes, medians, bus turnouts, the location of project entrance(s), drive aisles, traffic control devices, sidewalks, landscape setbacks, and the location of other infrastructure.

30.22 A truck radius shall be provided for Buildings 1 through 3 depicting turn-in access for a semi-tractor with one standard trailer into the truck court form the adjacent auto parking lots. One tractor radius shall be depicted for each of the remaining buildings proposed in Phase 1.

30.23 All truck court loading areas visible from the public right-of-way shall be screened with a solid wall to the satisfaction of the Planning Manager.

30.24 To the extent feasible, detail demonstrating that trucks will not co-mingle with passenger vehicles at the main entry points to each site shall be provided.

30.25 Textured/colored entry driveways from all public streets to the general parking lot access shall be provided.

Use Related

30.26 The site plan shall provide a Building Code Analysis showing the occupancy of each building, the allowable area of the buildings, and the proposed areas of the building. (Adopted codes are the 2022 California Building Codes with Palmdale amendments.)

Development Landscaping Requirements

31 The landscape plans shall comply with all provisions of the Specific Plan, or if the Specific Plan is silent, PMC Chapter 14.05 (Water Efficient Landscape and City Landscaping Standards). (E)

32 The applicant shall submit landscape and irrigation plans for all project landscaping improvements to the Engineering Division for review and approval, through the Accela Citizen Access Portal. The applicant shall be responsible to pay all plan review fees for the improvements reflected on the landscape plans prior to the plans being reviewed. All landscape permit and inspection fees shall be paid prior to the issuance of a landscape permit. These plans shall be in compliance with the Specific Plan and include, but not be limited to, the following items: (P)(E)(PS)

32.1 Trees in the parkways shall not exceed a spacing approved by the City Engineer for the species proposed.

32.2 Where trees are incorporated into the landscape design of common or open areas, all trees shall be a minimum one-inch caliper in a 15-gallon or larger container size. Fifty percent of the trees shall be a minimum two-inch caliper in a 24-inch box size or larger container. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container. The trunk caliper shall be measured four and a half feet above the root crown. Any Washingtonia spp. or similar palm trees proposed shall have a minimum of 12 feet of brown trunk height.

32.3 All shrubs shall be a minimum five-gallon size. If one-gallon plants are proposed to be used as a ground cover (i.e., with drip irrigation), such planting shall be supplemented with additional five-gallon plant material to provide variation in texture and height.

32.4 All plant material shall be indicated on the landscape plans with symbols that are 75 percent of a diameter of the mature size of the plant. When determining mature plant size, the lower end of the size range shall be used (for example, if a plant is indicated to have a mature size of six to ten feet, a six-foot diameter shall be used when graphically indicating the plant material on the plan).

32.5 All landscape areas shall be enclosed by a six-inch raised concrete curb. Differences in planting areas or landscaping ground cover materials shall be separated by approved landscape edging or concrete mow strips.

32.6 All slopes steeper than 3:1 shall be landscaped for erosion control per the Engineering Design Standards.

32.7 Backflow devices shall be screened with a solid Le Meur cover or equivalent and landscaping.

32.8 All plant material sizes and calipers shall conform to the American Standard for Nursery Stock, ANSI (Z60.1) 2014.

32.9 Landscaping shall be provided within parking areas so that at least 15 percent of the surface area of the parking lot is landscaped (excluding perimeter and front setback landscaping). Landscaping shall be dispersed throughout the parking lot to provide shade throughout the lot.

32.10 A minimum of one canopy tree for every four parking stalls (or eight parking stalls when two rows of four share a common frontage) shall be provided.

32.11 A minimum 50 percent of the parking lot trees shall be a minimum 24-inch box size and with a minimum two-inch caliper. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container.

32.12 Landscape planters shall be a minimum of six feet in width (inside dimension), except that tree wells located between parking rows and spaces may be a minimum of four feet in width (inside dimension). All landscaping and planting within paved areas shall be contained within raised planters surrounded by six-inch concrete curbs. Tree areas shall be planted a minimum of five feet from walls, walkways, or buildings. To protect the hardscape and encourage deep root development, root barriers shall be installed during planting operations.

32.13 Wheel stops or curbs shall be placed a minimum of 30 inches away from the trunk of any tree.

32.14 Landscape islands, a minimum 10 feet in width with minimum aisle turning radii of 10 feet shall be provided at the end of all parking rows, except where parking rows directly abut buildings, sidewalks, wall, or similar features.

32.15 Parking rows containing 15 or more spaces shall contain one landscape island within the interior of the parking row for each 15 parking spaces in addition to the required row end landscape islands.

32.16 Landscape islands shall not extend closer than three feet from the aisle end of the adjacent parking space(s).

32.17 Landscape islands shall be designed with a six-inch curb and a minimum one-foot paved area where abutting the side of parking stalls. Paved areas of landscape islands shall not be counted toward fulfilling landscape requirements.

32.18 All landscape islands, which are located at the front of head-in parking spaces, shall be designed with a minimum two-and-a-half-foot area free from vegetation where the front of a vehicle may overhang the island. The overhang area shall be surfaced with non-living landscape material such as gravel or rock. Two and a half feet of the overhang area may be counted as part of the overall parking space length.

32.19 Landscaping along the property line shall be defined by use of a six-inch concrete curb or a block wall or six-inch concrete mowing strip or a combination thereof.

32.20 Parking areas located adjacent to streets shall contain a low-profile wall, berm, or lowered parking area, at least three feet in height, designed to screen vehicles from the adjacent street.

32.21 Landscaping located within the vehicle sight distance triangle shall be designed and maintained in a manner that does not block the view at driveways and adjacent intersections. Landscaping shall not exceed three feet in height within the sight distance triangle.

32.22 On-site landscaping should not provide hiding places. Limit surrounding landscaping to low-growth plants no higher than two feet.

32.23 Trees that will not block area surveillance or light distribution shall be utilized. Tree canopies shall be no lower than six feet.

32.24 Landscaping located beneath a window shall be no taller than the windowsill and maintained at this standard. Barrier plants shall be used below and to the sides of windows, when feasible.

32.25 Provide the final conceptual landscape plan depicting "accent landscaping" at the main entrances to the project.

33 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

34 If western Joshua trees (*Yucca Brevifolia*) are present on the site and impacted by the proposed project, the applicant shall comply with all Joshua Tree requirements as required by the California Department of Fish and Wildlife. (P)

Project Grading/Wall/Fences Requirements

35 Approval from the Union Pacific Railroad shall be required for any improvements within the Union Pacific Railroad right-of-way. The applicant shall be responsible to pay all costs associated with Union Pacific's review and approval. (E)

36 The applicant shall submit a current Title Report for the subject property, dated within six months of the date for civil plan submittal. This submittal shall include a declaration of all easement of record and copies of all easements/declaration instruments referenced within the report. (E)

37 Grading and Wall plans shall be submitted for review and approval to the Engineering Division, through the Accela Citizen Access Portal. Approval by both the City Engineer and Planning Manager shall be obtained prior to the issuance of a Grading Permit. Final grading and wall concepts shall be in substantial conformance with those shown on the approved site plan, conceptual grading plan, and in accordance with the following: (P)(E)(B&S)

38 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope the wall shall be set back a minimum two and a half feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)

39 The exterior face and footings of all project perimeter walls shall be located no more than two inches from the property line on the subject property except where appropriate off-site easements have been obtained. (P)(E)

40 Double boundary walls between developments shall be prohibited except as approved by the Planning Manager and City Engineer. (P)(E)

41 Unless being used for screening purposes, fencing shall allow for access control without eliminating the opportunity for natural surveillance. Open-view fencing, such as wrought iron, is recommended wherever possible. (PS)

42 The location and amount of wall packs shall be demonstrated. (PS)

43 The applicant shall incorporate into the project design all existing easements within the project boundaries or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the

project shall be redesigned accordingly to the satisfaction of the Planning Manager, City Engineer, or the Review Authority. (P)(E)

44 The applicant shall obtain off-site easements from the affected property owner(s) for all proposed off-site improvements (i.e., slopes and related grading activities, street improvements, walls drainage, etc.). If said easements cannot be obtained, the project shall be redesigned to incorporate these improvements entirely within the project boundary to the satisfaction of the Planning Manager or the Review Authority. The City Engineer shall have the right to withhold approval of the affected improvement plans for failure to satisfy this condition. (P)(E)

45 All manufactured slopes on or adjacent to the project boundaries shall meet the setback requirements of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any off-site slope not meeting these requirements. In addition, all slopes are required to meet City Standards with respect to erosion control. (E)

46 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. Said erosion control plan shall provide appropriate dust control measures per City and Antelope Valley Air Quality Management District (AVAQMD) Standards to minimize nuisance from dust at all times. (E)

46.1 The applicant shall submit a dust control plan to AVAQMD for review and shall obtain clearance from said agency prior to issuance of a City grading permit. The applicant shall provide proof of compliance with all AVAQMD requirements and applicable fees. (E)

47 From the beginning of the first ground disturbing activity until the use has been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 15 - April 15); 2) provide appropriate dust control measures, per City and AVAQMD Standards, to minimize nuisance from dust at all times. (E)(B&S)

48 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES)

requirements. The applicant shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer. (E)

49 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any adjacent property is increased, concentrated, diverted, or changed in any form as required by State law. (E)

50 A final hydrology study and hydraulics report shall be prepared for this project and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts, based on the City of Palmdale adopted Storm Water Management Policy. (E)

51 Based on the findings of the final hydrology and hydraulics report, the applicant shall be responsible, at their own expense, for any and all improvements imposed on the project by the Engineering Department to the satisfaction of the City Engineer. (E)

52 All nuisance water generated from this development shall be mitigated on-site in accordance with City's Design Standards requirements. (E)

53 An on-site/off-site storm drainage basin (detention) shall be required for this development. Such basin(s) shall be granted in easement to the City (for emergency maintenance only), but regular maintenance shall be the responsibility of the applicant, or their City approved designee. (E)

54 This subdivision/development shall be designed in accordance with the City's Floodplain Management Ordinance, Master Plan of Drainage, and related criteria within the Engineering Design Standards. (E)

54.1 All drainage facilities shall be designed to be compatible with Master Plan of Drainage facilities. Applicant shall provide system piping to allow for the future elimination of the drainage basin. (E)

54.2 Reimbursement for drainage facilities shall only be considered for the applicant's dedication and construction of those facilities depicted on the City's Master Plan of Drainage in accordance with Section 66486 of the Government Code. (E)

55 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the approval of a grading permit. (E)

56 The applicant shall enter into a Subdivision/Development Improvement Agreement and post securities for grading operations with the City and pay all applicable fees. Grading activities extending beyond phase boundaries shall require approval by the City Engineer and Planning Manager. Such grading activity shall be reflected in the Subdivision/Development Improvement Agreement of the phase which requests such grading. (E)

57 Grading shall be designated "Engineering Grading" per City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed in one continuous operation, or in phases as approved by the Planning Manager and the City Engineer. (E)

58 A sanitary sewer-area study for this project shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from Los Angeles County Sanitation District prior to issuance of a sewer permit. (E)

59 The applicant shall obtain sufficient off-site sewer easements and design and construct an off-site outfall sewer with supplemental size, capacity, and length as required by the City Engineer. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

59.1 The project shall be required to upsize the existing eight-inch sewer main to a 15-inch main line along the Columbia Way/East Avenue M frontage at the owner's expense.

60 *EIR Mitigation Measure AIR RR-3: The Project shall comply with the provisions of AVAQMD Rule 403, Fugitive Dust, including the submission of the required Dust Control Plan and Construction Excavation Fee, by implementing the following dust control measures during construction activities, such as earth-moving activities, grading, and equipment travel on unpaved roads. Prior to grading permit issuance, the following notes shall be included on the grading plans. Project contractors shall be required to ensure compliance with the notes. The notes also shall be specified in bid documents issued to prospective construction contractors. (P)

60.1 All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour (mph) per AVAQMD guidelines in order to limit fugitive dust emissions, or water shall be applied to the soil

not more than 15 minutes prior to moving such soil to limit Visible Dust Emissions (VDE) to 20 percent opacity.

60.2 The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered or subject to the application of dust suppressants sufficient to limit VDE to 20 percent opacity.

60.3 The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 mph or less.

61 *EIR Mitigation Measure BIO MM-1: For all vegetation removal activities, the Project Applicant shall retain a qualified biologist to ensure that incidental construction impacts on Joshua tree and special status wildlife species are avoided or minimized to the maximum extent practical. The following shall be required: (P)

61.1 Biological Monitor. Prior to the issuance of a grading permit or any other permit that would authorize vegetation removal from or ground disturbance on the site, the Project Applicant shall retain a qualified biologist ("Dedicated Biologist") to monitor vegetation removal and initial ground disturbing construction activities for the potential presence of sensitive wildlife species. The Dedicated Biologist shall possess Scientific Collection Permits from CDFW for sensitive species that have a reasonable potential of being encountered on the site on the basis of suitable habitat. The Dedicated Biologist shall be on the site full time during vegetation removal and grading activities. Should any sensitive species be observed, the Dedicated Biologist shall have the authority to pause or redirect construction equipment away from observed sensitive species and direct or move the species out of harm's way to the extent practicable, to a location of suitable habitat outside of the Project's impact footprint. Construction work may recommence in areas where sensitive species were observed only after the Dedicated Biologist has determined it is safe to do so. The Dedicated Biologist shall remain on site daily during ground disturbing activities and vegetation removal to advise workers to proceed with caution and ensure that sensitive wildlife, if present, is not unnecessarily harmed.

61.2 Wildlife Relocation Plan. Prior to issuance of the first permit that authorizes vegetation removal or ground disturbance, the Dedicated Biologist shall prepare and submit to the City a Wildlife Relocation Plan. The Wildlife Relocation Plan shall describe all wildlife species that could occur within the Project site and proper handling and relocation protocols. The Wildlife Relocation Plan shall include species-specific relocation areas, at least 200 feet outside of the Project site and in suitable and safe

relocation areas. No wildlife nests, eggs, or nestlings may be removed or relocated at any time.

61.3 Injured or Dead Wildlife. If the Dedicated Biologist or construction contractor observe that any wildlife species of special concern (SSC) are harmed or a dead or injured animal is found, construction work in the immediate area shall stop immediately, the Dedicated Biologist shall be notified, and the dead or injured wildlife shall be documented. A formal report shall be sent to CDFW and the City within three calendar days of the incident or finding. The report shall include the date, time of the finding or incident (if known), and location of the carcass or injured animal and circumstances of its death or injury (if known). Work in the immediate area may only resume once the proper notifications have been made and additional measures have been identified to prevent additional injury or death.

61.4 Contractor Coordination. The Dedicated Biologist shall coordinate with the Project's construction Contractor(s) involved in vegetation clearing and ground-disturbing construction activities to accomplish the following:

61.4.1 Attendance at the pre-construction tailboard meeting (i.e., on-site meeting prior to work activities) to ensure that timing and location of construction activities do not conflict with other mitigation requirements (e.g., seasonal surveys for nesting birds). The meeting shall be conducted with the Construction Contractor and other key construction personnel to describe the importance of restricting work to designated areas.

61.4.2 Discussion with the Construction Contractor of procedures to minimize harm/harassment of wildlife that may be encountered during construction.

61.4.3 Review/designation of the construction area with the Construction Contractor in accordance with the Final Grading Plan. Haul roads, access roads, and on-site staging and storage areas shall be sited in grading areas to minimize degradation of habitat adjacent to these areas. If activities outside these limits are necessary, they shall be evaluated by the Biologist to ensure no special status species or habitats will be affected.

61.4.4 A field review that is conducted to stake designated construction limits (to be set by a Surveyor retained by the Project Applicant). Any construction activity areas immediately adjacent to Joshua tree

woodland may be flagged or temporarily fenced by the Biological Monitor at their discretion.

61.4.5 Submittal of a brief report to the City discussing any unapproved disturbances resulting in impacts to special status resources within 48 hours of the incident.

62 *EIR Mitigation Measure BIO MM-3: Prior to the issuance of grading or building permits, the Project Applicant shall obtain a CESA Section 2081 Incidental Take Permit (ITP) or a Joshua Tree Conservation Act ITP from the California Department of Fish and Wildlife (CDFW) allowing impacts to western Joshua tree, a State Candidate species. Compensatory mitigation for impacts on Joshua tree woodland are described in BIO MM-4. If regulatory status changes at any point prior to impacts, and the species is no longer designated as a State Candidate for listing or a State listed species, an ITP would no longer be required. (P)

63 *EIR Mitigation Measure BIO MM-4: The Project Applicant shall provide mitigation for permanently impacting Joshua tree woodland and disturbed Joshua tree woodland. The goal of this mitigation is to ensure no net loss of habitat following implementation of the Project. Mitigation ratios (i.e., the amount of mitigation acreage compared to the amount of impacted habitat) shall be negotiated with the resource agencies but shall be no less than 1:1, replacing each acre of habitat lost with of one acre of equivalent or higher quality habitat. This mitigation may be in the form of habitat preservation, restoration, enhancement, and/or establishment (i.e., creation), or an in-lieu fee program, discussed below. The Project Applicant shall implement one or a combination of these options, as approved by CDFW in the permit described in BIO MM-3. Successful implementation of BIO MM-3, issuance and utilization of an ITP, shall fully mitigate Joshua tree woodland impacts and eliminate the requirements of BIO MM-4. (P)

63.1 Preservation consists of acquisition of mitigation lands containing viable occurrences of the species, or that enhance the sustainability of the occurrences by protecting buffer lands and protecting those occurrences in perpetuity under a conservation easement or an in-lieu fee program that is transferred to a qualified land trust or public agency.

63.2 Restoration consists of the reestablishment or rehabilitation of mitigation land with the goal of returning natural or historic functions and characteristics. Restoration may result in a gain in habitat function, acreage, or both.

63.3 Enhancement consists of activities that heighten, intensify, or improve one or more habitat functions. Enhancement results in a gain in habitat function but does not result in a net gain in habitat acreage.

63.4 Establishment consists of the development of habitat in an area where it did not previously exist through manipulation of the physical, chemical, and/or biological characteristics of the site.

Compensatory mitigation may be in the form of permittee-responsible mitigation, in which the permittee maintains liability for the construction and long-term success of the mitigation site or through mitigation banking/in-lieu fee program, where liability for Project success is transferred to a third party (i.e., a mitigation bank/in lieu fee sponsor). If the Project Applicant elects to provide mitigation through mitigation banking/in-lieu fee program, the mitigation bank/program shall be selected by the Project Applicant and approved by CDFW and payment shall be made prior to the issuance of grading or building permits. The Joshua Tree Conservation Act ITP process establishes an in-lieu fee program directly with CDFW (See BIO MM-3).

For permittee-responsible mitigation involving establishment, restoration, or enhancement of habitat, the Project Applicant shall retain a qualified Biologist to prepare a Habitat Mitigation Monitoring Plan (HMMP) to mitigate for loss Joshua tree woodland habitat. The HMMP shall be reviewed/approved by the CDFW prior to issuance of grading or building permits. The detailed HMMP shall contain the following items:

63.5 Responsibilities and Qualifications of the Personnel to Implement and Supervise the Plan. The responsibilities of the Project Applicant or its designee, specialists, and maintenance personnel, as well as the qualifications of specialists and maintenance personnel that will supervise and implement the plan, shall be specified.

63.6 Site Selection. Site selection for restoration, establishment, enhancement, and/or preservation mitigation shall be determined in coordination with the Project Applicant, or its designee, and resource agencies. The mitigation site(s) shall be located in a dedicated open space area or on land that shall be dedicated and/or purchased off site.

63.7 Site Preparation and Planting Implementation. Site preparation shall include the following, as determined by specific site conditions and permit requirements: protection of existing native species, trash and weed removal, native species salvage and reuse (i.e., duff), soil treatments (i.e., imprinting, decompacting), temporary irrigation installation, erosion-control

measures (i.e., rice or willow wattles), seed mix application, and container species.

63.8 Schedule. A schedule that requires planting to occur between October 1 and March 1 shall be developed.

63.9 Maintenance Plan/Guidelines. The maintenance plan shall include the following, as determined by specific site conditions and permit requirements: weed control, herbivory control, trash removal, irrigation system maintenance, maintenance training, and replacement planting.

63.10 Monitoring Plan. The site shall be monitored and maintained for a minimum of five years to ensure successful establishment of riparian habitat within the restored and created areas. The monitoring plan shall include qualitative monitoring (i.e., photographs and general observations); quantitative monitoring (e.g., randomly placed transects); performance criteria, as approved by the resource agencies; and monthly reports for the first year with quarterly reports thereafter and annual reports for all five years.

63.11 Long-Term Preservation. Long-term preservation of the site shall be outlined in the restoration and enhancement plan to ensure the mitigation site is not impacted by future development.

Although monitoring plans are typically scheduled for five years, if performance standards are successfully met prior to five years, the Project Applicant may request to be released from remaining monitoring requirements by CDFW.

64 *EIR Mitigation Measure BIO MM-7: Per the Staff Report on Burrowing Owl Mitigation (CDFG 2012), the Project Applicant shall retain a qualified Biologist to conduct a preconstruction survey for the burrowing owl no less than 14 days prior to any ground disturbance by the Project and no greater than 30 days prior to ground disturbance in each Project area. The pre-construction survey shall include the area of proposed disturbance plus a 500-foot buffer (if access is available).

If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it cannot be avoided, and therefore Take may occur, a CESA ITP would be required, and project construction shall not proceed until authorized under the provisions of an ITP. Implementation of the conditions of an ITP will fully mitigate for potential impacts to burrowing owl.

If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it can be avoided, the Biologist shall determine an appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 160 feet to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. If the qualified biologist determines that Take map occur, a CESA ITP would be required.

If an active burrow is observed during the breeding season (i.e., February 1 to August 31), the active burrow shall be protected until nesting activity has ended (i.e., all young have fledged from the burrow). The Biologist shall determine the appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 650 to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. Construction shall be allowed to proceed when the qualified Biologist has determined that all fledglings have left the nest. Compensatory mitigation for the loss of foraging habitat shall be satisfied with implementation of MM BIO 6. If the qualified biologist determines that Take may occur, a CESA ITP would be required.

	Time of Year	**Level of Disturbance**		
		Low	**Medium**	**High**
Nesting Sites	April 1 to August 15	656 feet (200 meters)	1,640 feet (500 meters)	1,640 feet (500 meters)
Nesting Sites	August 16 to October 15	656 feet (200 meters)	656 feet (200 meters)	1,640 feet (500 meters)
Nesting Sites	October 16 to March 31	164 feet (50 meters)	328 feet (100 meters)	1,640 feet (500 meters)

Upon completion of the pre-construction burrowing owl survey, a Letter Report shall be prepared and submitted to CDFW documenting the results of the survey within two weeks of completion of the survey effort. If an active burrow is

observed, the Letter Report shall include a description of the protective buffer that has been designated and a summary of any additional correspondence with the CDFW.

If time lapses of greater than 30 days occur during construction in a particular portion of the work area, an additional survey shall be conducted by a qualified Biologist within 24 hours prior to vegetation clearing and/or ground disturbance in that area. If any new burrowing owl burrows are observed, the conditions above shall be applied. (P)

65 *EIR Mitigation Measure BIO MM-8: The Project Applicant shall retain a qualified Biologist to conduct a pre-construction burrow survey for desert kit fox and American badger no less than 14 days and no more than 30 days prior to initiation of ground disturbance/construction activities. Ideally, this survey shall be conducted outside the breeding season (i.e., February 1 to September 15) to allow for passive exclusion, if necessary. The pre-construction survey shall include the Project site plus a 200-foot buffer (if access is available). If no active burrows are found, no further mitigation would be required.

If an active burrow is observed outside the breeding season (i.e., September 16 to January 31) and it cannot be avoided, the burrow shall be closed using passive exclusion. One-way doors shall be used to exclude American badgers from their burrows; doors shall be left in place for at least five nights. Progressive soil blocking shall be used to discourage use by desert kit fox. Once the burrow is determined to be unoccupied (i.e., not used for five nights), as verified by site monitoring (e.g., wildlife cameras), the burrow shall be closed by a qualified Biologist who shall excavate the burrow using hand tools.

If an active burrow is observed outside the breeding season (i.e., September 16 to January 31) and it can be avoided, a 50-foot protective buffer shall be delineated around the burrow. The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant shall consult with CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows.

If an active den is observed during the breeding season (i.e., February 1 to September 15), the active den shall be protected with a 100-foot buffer until breeding activity has ended. The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting the occupied den. Construction shall be allowed to proceed when the qualified Biologist has determined that the burrow is no longer active based on site monitoring (i.e., no activity has been observed at the burrow for five nights).

Upon completion of the pre-construction burrow survey, a Letter Report shall be prepared and submitted to CDFW documenting the results of the survey within two weeks of completing the survey effort. If an active burrow/den is observed, the Letter Report shall include a description of the protective buffer that has been designated and a summary of any additional correspondence with the CDFW. (P)

66 *EIR Mitigation Measure BIO DF-2: Prior to the initiation of ground-disturbing construction activities, the Project's construction contractor supervisors shall be trained by a qualified biologist on the topic of best management construction practices to avoid and minimize impacts to sensitive biological resources present on and around the Project site. The construction supervisors shall be responsible for enforcement of best practices by its personnel. The training shall occur within 30 days of the contractor initiating work on the Project site. (P)

67 *EIR Mitigation Measure BIO MM-13: So long as the Crotch's bumble bee remains a California State Candidate Endangered Species, or becomes listed as an endangered or threatened species, the following measures shall be required, including seasonal avoidance, construction site management, and nest avoidance verified through pre-construction surveys. Implementation of these measures will avoid Take and reduce impacts to less than significant. If Take cannot be avoided, the Project Applicant shall obtain an Incidental Take Permit (ITP) from the CDFW. (P)

67.1 Seasonal Avoidance – Crotch's bumble bee colonies are active in the spring and summer months (approximately February 1 through September 30). Breeding occurs during this period. Prior to the issuance of any clearing, grading, building, or other permit that would authorize vegetation clearance, a Qualified Biologist shall identify and visibly mark in the field with fencing, stakes, or flags with rope/cord, all areas of suitable Crotch's bumble bee habitat. No clearance of suitable habitat for any Project-related purpose shall be permitted to occur in the marked area(s) between February 1 and September 30. Avoidance of all direct impacts to suitable habitat on the Project site during this time period will avoid Take of an active colony and prevent impacts to breeding

67.2 Pre-construction Nest Survey – Prior to disturbing or clearing suitable Crotch's bumble bee habitat areas (which may only occur between October 1 and January 31), a Biological Monitor(s) shall conduct a pre-construction survey for Crotch's bumble bee nests. Pre-construction surveys must be completed no more than three weeks prior to the initiation of ground disturbing activities. Biological Monitors shall be knowledgeable and experienced in the biology, natural history, collecting and handling of the Crotch's bumble bee. The City shall not issue a clearing, grading, building, or other permit that would authorize clearance

of suitable habitat until the Biological Monitor submits written results of the pre-construction survey verifying that no Crotch's bumble bee nests are present in the area proposed for disturbance. Verification of no nesting will confirm that the vegetation is only utilized for seasonal foraging. If nests are present, the City shall not allow disturbance to or clearance of the nesting habitat without issuance of an Incidental Take Permit (ITP) by the California Department of Fish and Wildlife (CDFW).

67.3 Construction Site Management – The following measures are recommended as best management practices during construction activities that occur within 500 feet of suitable Crotch's bumble bee habitat. These requirements shall be noted on applicable construction documents and shall be included as provisions in construction contractor agreements.

67.3.1 Trash Abatement. A trash abatement program shall be initiated before starting construction activities. Trash and food items shall be contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators to Crotch's bumble bee.

67.3.2 Erosion Control Materials. The use of erosion control materials potentially harmful to Crotch's bumble bee, such as monofilament netting (erosion control matting) or similar material shall be prohibited. An acceptable substitute is coconut coir matting. To limit introduction of invasive plant species, erosion control materials shall; be limited to straw, rice straw and/or weed-free straw and the use of hay shall be avoided.

67.3.3 Pesticide Use. Pesticides, including herbicides, insecticides, or rodenticides shall not be used unless there are no other feasible options. If pesticides need to be used, the use of neonicotinoid pesticides and pesticides marked with the US Environmental Protection Agency's bee hazard icon shall be prohibited. Preferentially use chemicals that are rated green/III in California Agricultural and Natural Resources (UC ANR), Statewide Integrated Pest Management Program (UC IPM) Bee Precaution Pesticide Ratings. Additionally, mixtures with fungicides and adjuvants, like those that contain alkylphenol ethoxylates, shall be prohibited because these have been shown to increase the risk of pesticide toxicity to bees.

67.3.4 Construction Lighting Minimization. If construction activities will occur at night, all construction-related lighting shall be shielded or

directed away from Crotch's bumble bee habitat. All construction lighting used shall be yellow or orange lighting.

68 *EIR Mitigation Measure BIO DF-4: Before beginning activities that would cause ground disturbing impacts, the contractor shall, in consultation with a qualified biologist, clearly delineate the boundaries of construction activity with fencing, stakes, or flags, consistent with the grading plan, within which the impacts would occur. All impacts outside the fenced, staked, or flagged areas shall be avoided, and all fencing, stakes, and flags shall be maintained until the completion of impacts in that area as determined by the qualified biologist. (P)

69 *EIR Mitigation Measure CUL MM-1: Prior to construction and as needed throughout the construction period involving ground-disturbing construction activities, a construction worker Cultural Resource Sensitivity Training program shall be provided to all construction workers involved in ground-disturbing activities prior to employment at the Project site. The training shall be prepared and conducted by a qualified professional that meets the Secretary of Interior's Professional Qualification Standards in conjunction with a Tribal Historic Preservation Officer or a designated Tribal Representative from one of the consulting Native American tribes, retained by the construction contractor or by the Project Applicant. The training session shall focus on the historic, archaeological, and tribal cultural resources that may be encountered during ground-disturbing activities, as well as the procedures to be followed in such an event. Workers attending the training shall sign a form that shall be kept by the construction contractor or Project Applicant and made available to the City upon request.

70 *EIR Mitigation Measure CUL MM-2: Prior to the issuance of grading permits, the Project Applicant shall enter into a Tribal Monitoring Agreement with the consulting tribe(s) for a Tribal Monitor. The designated Tribal Monitor(s) shall be on-site during all initial ground-disturbing activities, including but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement, construction excavation for all utility and irrigation lines, and landscaping of any kind. In conjunction with a qualified professional that meets the Secretary of Interior's Professional Qualification Standards, the designated Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground disturbing activities to allow identification, evaluation, and potential recovery of cultural resources. The Project Applicant shall submit a fully executed copy of agreement(s) to the City of Palmdale to ensure compliance with this requirement. Upon verification, the City shall clear this condition. The agreement(s) shall not modify any condition of approval or mitigation measure. (P)

71 *EIR Mitigation Measure CUL MM-3: Prior to any ground-disturbing activities the qualified professional that meets the Secretary of Interior's Professional Qualification Standards shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the Project site. This Plan shall be written in consultation with the consulting tribe(s). (P)

72 *EIR Mitigation Measure CUL MM-4: During all ground disturbing activities, the qualified professional that meets the Secretary of Interior's Professional Qualification Standards and the Tribal Monitor(s) shall be on-site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources (TCRs) as defined in California Public Resources Code Section 21074. Archaeological and tribal monitoring shall be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The qualified professional that meets the Secretary of Interior's Professional Qualification Standards, in consultation with the Tribal Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so that the monitored grading can proceed.

If a potentially significant cultural resource(s) is discovered, work shall stop within a 100-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the qualified professional that meets the Secretary of Interior's Professional Qualification Standards and Tribal Monitor(s). The archaeologist shall notify the Lead Agency (City of Palmdale) and consulting Tribe(s) of said discovery. The qualified professional that meets the Secretary of Interior's Professional Qualification Standards, in consultation with the Lead Agency, the consulting Tribe[s], and the Tribal Monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource (TCR) shall be made by the qualified professional that meets the Secretary of Interior's Professional Qualification Standards in consultation with the Tribe(s) and the Tribal Monitor(s) and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference: (P)

72.1 Full avoidance.

72.2 If avoidance is not feasible, preservation in place.

72.3 If preservation is not feasible, all items shall be reburied in an area away from any future Project impacts and reside in a permanent conservation easement or Deed Restriction.

72.4 If all other options are proven infeasible, data recovery through excavation and then in a curation facility that meets Federal Curation Standards (CFR 79.1).

73 *EIR Mitigation Measure GEO MM-1: Prior to the issuance of grading permits, the Project Applicant shall retain a qualified paleontologist approved by the City to create and implement a Project-specific plan for monitoring site grading/earthmoving activities (Project paleontologist). The Project paleontologist retained shall review the approved development plan and grading plan and conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resources Mitigation and Monitoring Plan (PRMMP). The PRMMP shall describe the monitoring levels required during excavations, and the location of areas deemed to have a high paleontological resource potential. This PRMMP shall be submitted to the City for approval prior to issuance of a grading permit. Requirements to be included in the PRMMP are as follows: (P)

73.1 Worker's Environmental Awareness Program. Prior to the start of the proposed Project activities, the PRMMP shall require that all field personnel shall receive a worker's environmental awareness training on paleontological resources. The training shall provide a description of the laws and ordinances protecting fossil resources, the types of fossil resources that may be encountered in the Project area, the role of the Project paleontologist, outline steps to follow in the event that a fossil discovery is made and provide contact information for the Project paleontologist. The training shall be developed by the Project paleontologist and can be delivered concurrent with other training including cultural, biological, safety, etc.

73.2 Paleontological Mitigation Monitoring. The PRMMP shall describe the monitoring levels required during excavations, and the location of areas deemed to have a high paleontological resource potential. Monitoring shall entail the visual inspection of excavated or graded areas and trench sidewalls. If the Project paleontologist determines full-time monitoring is no longer warranted, based on the geologic conditions at depth, he/she/they may recommend that monitoring be reduced or cease entirely.

73.3 Fossil Discoveries. If a paleontological resource is discovered, the Project paleontologist shall have the authority to temporarily divert the

construction equipment around the find until it is assessed for scientific significance and, if appropriate, collected. If the resource is determined to be of scientific significance, the Project paleontologist shall complete the following:

73.3.1 *Salvage of Fossils.* If fossils are discovered, all work in the immediate vicinity shall be halted to allow the Project paleontologist to evaluate the discovery and determine if the fossil may be considered significant. If the fossils are determined to be potentially significant, the Project paleontologist shall recover them following standard field procedures for collecting paleontological as outlined in the PRMMP prepared for the Project. The Project paleontologist shall have the authority to temporarily direct, divert or halt construction activity to ensure that the fossil(s) can be removed in a safe and timely manner.

73.3.2 *Fossil Preparation and Curation.* The PRMMP shall identify the museum that has agreed to accept fossils that may be discovered during Project-related excavations. Upon completion of fieldwork, all significant fossils collected shall be prepared in a properly equipped laboratory to a point ready for curation. Preparation may include the removal of excess matrix from fossil materials and stabilizing or repairing specimens. During preparation and inventory, the fossil specimens shall be identified to the lowest taxonomic level practical prior to curation at an accredited museum. The fossil specimens shall be delivered to the accredited museum or repository no later than 90 days after all fieldwork is completed. The cost of curation shall be assessed by the repository and shall be the responsibility of the Project Applicant.

73.4 Final Paleontological Mitigation Report. Upon completion of ground-disturbing activities (and curation of fossils if necessary), the Project paleontologist shall prepare a final mitigation and monitoring report outlining the results of the mitigation and monitoring program. The report shall include discussion of the location, duration and methods of the monitoring, stratigraphic sections, any recovered fossils, and the scientific significance of those fossils, and where fossils were curated.

74 *EIR Mitigation Measure GEO RR-1: Prior to issuance of grading or building permits, the City of Palmdale Building and Safety Division shall verify that all of the recommendations provided in the Project's Geotechnical Investigation prepared by Southern California Geotechnical and included as Technical Appendix F1 to the Project's EIR, are incorporated into the Project's grading and building plans and implemented by the construction contractors.

Recommendations are made for, but are not limited to: 1) Seismic Design Considerations; 2) Geotechnical Design Considerations: all grading activities shall be completed in accordance with the Grading Guide Specifications included as Appendix D of the Geotechnical Investigation; 3) Site Grading Recommendations; 4) Construction Considerations; 5) Foundation Design and Construction; 6) Floor Slab Design and Construction; 7) Retaining Wall Design and Construction; and 8) Pavement Design Parameters. (P)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

75 The applicant shall petition the City to annex to the City's Community Facilities District for the maintenance of streetlights and appurtenant facilities. Such annexation shall be completed at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the annexation to the Community Facilities District, the Developer shall propose and receive approval for an alternative maintenance entity. The developer shall remain solely responsible for the maintenance of the streetlights and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Developer. (E)

76 The applicant shall provide written evidence to the Planning and Engineering Divisions that approval has been obtained from the Los Angeles County Fire Department. (F)(P)(E)

77 The applicant shall enter into a Subdivision Improvement Agreement and post securities with the City and pay all applicable fees at the time of subdivision approval for those improvements necessary to support this subdivision, as determined by the City Engineer. If any transfer of ownership/title of land within this proposed subdivision takes place prior to release of all agreements and securities, the new applicant shall be required to enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the new applicant take effect. (E)

78 The applicant shall submit full sized copies of the final recorded map in the form of one set of mylar and three sets of blueline to the City Engineer and shall also submit an 8-1/2 by 11-inch mylar copy of the final map to the Planning Manager and City Engineer. The applicant shall provide a computerized .dwg format of the final recorded tract map which is compatible with the City's Geographic

Information Systems (GIS) to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone (5 in feet). (E)

79 Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the applicant for review and approval by the City Engineer. (E)

80 Will Serve letters shall obtained and submitted to the City before the map is submitted to City Council for approval. The following is a list of the minimum Will Serve letters required: (E)

80.1 Water District

80.2 Southern California Edison

80.3 Southern California Gas Company

80.4 Cable TV

80.5 Los Angeles County Sanitation District

80.6 School District

80.7 Telephone Company

81 A preliminary title report and subdivision guarantee is needed showing all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded, unless approved by the City Engineer and subordinated to any City easements by a certification upon the title sheet of the final map, prior to the grant. (E)

82 The applicant shall record a reciprocal access, parking, maintenance, sewer, and drainage agreement. A copy of said agreement shall be submitted to the Planning Manager, City Engineer, and City Attorney for review and approval prior to recordation. The applicant shall be responsible for all attorney costs associated with this review. (P)(E)

83 In cases where the applicant indicates that multiple final maps will be filed, a Phasing Plan shall be submitted for review and approval by the Planning

Manager and City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this tentative map until such time as the City of Palmdale has had the opportunity to evaluate the phasing and impose reasonable conditions, related to the phasing. (E)

84 Lot "A" shall be dedicated to the City for future detention basin purposes. (E)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH ISSUANCE OF BUILDING PERMITS:

85 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and local agencies including, but not limited to, the following:

Antelope Valley Air Quality Management District
Antelope Valley Union High School District
Los Angeles County Consolidated Fire District
Los Angeles County Department of Health Services
Los Angeles County Sanitation District
Los Angeles County Waterworks
Palmdale School District
Palmdale Water District
Regional Water Resources Control Board

The duty of inquiry as to such requirements shall be upon the applicant. Receipt and proof of payment shall be provided to the Building and Safety Division prior to issuance of any building permits. (P)(E)(F)(B&S)

86 The applicant shall comply with all applicable development regulations and requirements prior to the issuance of any buildings permits on the subject property. (P)(E)(B&S)

87 The applicant shall comply with all requirements of the Building and Safety Division including posting of necessary securities to ensure conversion of model structures or any portion of a model structure for residential habitation prior to issuance of occupancy permits. (B&S)

88 The applicant shall submit detailed plans for all building construction and obtain plan approval from all agencies/departments as required. (B&S)(F)(P)

89 All agency approvals for permit issuance shall be on file with the Building and Safety Division. (B&S)(F)

90 The applicant shall comply with all applicable development regulations and requirements prior to the issuance of any building permits on the subject property. (P)(E)(B&S)

91 The project shall comply with all requirements of PMC Chapter 13.05 (Sewer Collection Service Charges). (E)

92 Water mains shall be designed to meet or exceed the total flow requirements determined from domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Department. (E)

93 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not been installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)

93.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

93.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

94 Street lighting plans shall be reviewed and approved separate of the approval of the street improvement plans. Street lighting plans and electrical plans shall be submitted to the City Engineer for review and approval and to Southern California Edison (SCE) for reference. Electrical plans shall be prepared by a Registered California Electrical Engineer. (E)

95 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

96 All sanitary sewer mains to be dedicated to the City area required to submit as-built plans and have TV video inspection prior to final acceptance for maintenance. (E)

97 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to release of rough grading. The City of Palmdale Building Code requires these reports from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

98 The applicant shall obtain addresses established by the City Engineer and pay applicable processing fees for all lots of residential subdivisions. Commercial subdivisions are addressed by the Building and Safety Division upon application for a building permit. (E)(B&S)

99 Appropriate right-of-way for right-turn lane(s) shall be provided at each of the project driveways on Columbia Way/East Avenue M. Design shall be subject to the approval of the City Engineer. (TE)

100 Design of Columbia Way/East Avenue M to the ultimate half width along the project frontage shall include a raised median. (TE)

101 Driveways shall have a minimum radius of 20 feet and follow the recommendations in the approved traffic study for the project. (TE)

102 A striping and signing plan shall be provided for all roadway improvements internal to the site and along the project frontage on Columbia Way and Sierra Highway. These plans shall be subject to the approval of the City Engineer as part of the approval of the street improvement plans. (TE)

Impact Fees

103 In accordance with the PMC Section 15.01.020 (Public Art in Private and Municipal Development Project Contribution Requirements) for projects with a building permit valuation of $500,000 or more, the applicant shall devote an amount not less than one-half percent for the acquisition and installation of public art on the development site. This amount shall be the program allocation with a cap of $250,000 allocated for single construction projects. This contribution requirement shall apply to mixed-use and residential projects that create five or more units. All nonprofit and affordable housing developments and structures shall be exempt from this requirement. In lieu of public art on the development site, the applicant may place a public art in-lieu contribution in an amount equal to the program allocation prior to the issuance of a building permit for the project on the development site. (PA)

104 The public art that may be used to satisfy the requirements shall comply with applicable standards contained in PMC Section 15.01.040 (Public Art in Private and Municipal Development Project Compliance Standards). (PA)

105 The applicant has the option of proposing public art incorporating on-site artwork into the development or may elect to deposit the full amount in the public art fund as required under PMC Section 15.01.020 (Public Art in Private and Municipal Development Project Contribution Requirements). In any event, ten percent of the amount required under PMC Section 15.01.20 (Public Art in Private and Municipal Development Project Contribution Requirements) shall be deposited into the public art fund. (PA)

106 In conjunction with an application for a building permit, the applicant shall submit to the City a concept public art project plan for on-site artwork and follow the specifications of PMC Section 15.01.080 (Application and Approval Procedures for Public Art). The City's Public Art Guidelines for Developers will be furnished upon request. (PA)

107 The applicant shall comply with the provisions of PMC Chapter 3.34 (Parkland Dedication). The applicant shall pay to the Building and Safety Division the applicable Parkland development fees in the amount that is in effect at the time such fees are to be collected pursuant to PMC Chapter 3.34 (Parkland Dedication). (Pk)(B&S)

108 This subdivision/development is located within the Amargosa Natural Drainage Area/Basin as defined by the City's Master Drainage Plan and approved by Resolution 89-75. The applicant shall comply with the provisions of PMC Chapter 3.38 (Drainage Fee Requirements). The applicant shall pay the applicable drainage fees to the Engineering Division in the amount that is in effect at the time such fees are to be collected. Payment of drainage fees for all areas within the map boundaries which are disturbed by grading are due upon submittal of rough grade certification, prior to building permit issuance. (E)

109 The applicant shall comply with the provisions of PMC Chapter 3.42 (Fire Facility Impact Fee Requirements). The applicant shall pay the applicable fire facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (B&S)

110 The applicant shall comply with the provisions of PMC Chapter 3.45 (Public Facility Development Impact Fee Requirements). The applicant shall pay the applicable public facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (B&S)

111 *EIR Mitigation Measure AIR MM-3: The Project shall implement the following measure in order to reduce operational energy source air pollutant emissions to the extent feasible: (B&S)

111.1 The Project shall include rooftop solar panels to the extent feasible, with a capacity that matches the maximum allowed for distributed solar connections to the grid.Install Energy Star-rated heating, cooling, lighting, and appliances.

111.2 Provide information on energy efficiency, energy-efficient lighting and lighting control systems, energy management, and existing energy incentive programs to future tenants of the Project.

111.3 Structures shall be equipped with outdoor electric outlets in the front and rear of the structures to facilitate use of electrical lawn and garden equipment.

112 *EIR Mitigation Measure AIR MM-5: Prior to the issuance of a building permit, Developer shall provide documentation to the City of Palmdale demonstrating that the Project will achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CalGreen Tier 2 standards in effect at the time of building permit application. (B&S)

113 *EIR Mitigation Measure AIR DF-1: To reduce water demands and associated energy use, the Project would implement a Water Conservation Strategy and demonstrate a minimum 20 percent (%) reduction in indoor and outdoor water usage when compared to baseline water demand (total expected water demand without implementation of the Water Conservation Strategy). Prior to the issuance of building permits for the Project, the Project applicant shall provide building plans that include the following water conservation measures: (B&S)

113.1 Install low-water use appliances and fixtures

113.2 Restrict the use of water for cleaning outdoor surfaces and prohibit systems that apply water to non-vegetated surfaces

113.3 Implement water-sensitive urban design practices in new construction.

113.4 Install rainwater collection systems where feasible.

114 *EIR Mitigation Measure AIR DF-2: In order to reduce the amount of waste disposed at landfills, the Project would implement a 75 percent waste diversion program. Prior to the issuance of building permits for the Project, the Project

applicant shall provide building plans that include the following solid waste reduction measures: (B&S)

114.1 As dark or darker in shade as that designated No. 1 on the Ringelmann Chart, as published by the United States Bureau of Mines; or

114.2 Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subparagraph (b)(1)(A) of Rule 401.

115 *EIR Mitigation Measure BIO MM-11 & BIO DF-1: The Project Applicant or its designee shall retain a qualified Biologist to review the landscaping plan to ensure that any landscaping component of the Project does not include the planting of exotic, invasive species that would potentially degrade the quality of the surrounding natural open space. A list of potential landscaping plant species shall be submitted to the Biologist for review; the Biologist shall ensure that exotic plant species known to be invasive (e.g., those on the California Invasive Plant Council's [Cal-IPC's] invasive plant inventory) are not included on the list. The Biologist shall make recommendations for more suitable plant species if necessary. Once a final plant palette is prepared, landscaping installed in the development area shall include only species on the approved palette. (P)(E)

116 *EIR Mitigation Measure PS RR-2: The Project shall adhere to PMC Chapter 3.45, Public Facility Development Impact Fee Requirements, which requires payment of a Development Impact Fee to assist the City in providing for fire protection facilities, including fire stations; providing for police protection facilities; and providing for other public services and facilities. Payment of the Development Impact Fees would ensure that funds are available for capital improvements, such as land/equipment purchases and fire station construction. (B&S)

117 *EIR Mitigation Measure UTIL RR-2: The Project design is required to comply with the provisions of the California Solid Waste Reuse and Recycling Act (AB 1327), which requires that an adequate area for collecting and loading recyclable materials over the lifetime of the Project must be provided. The City of Palmdale shall ensure the Project applicant has met this requirement prior to the issuance of building permits. (PW)

118 *EIR Mitigation Measure WF DF-1: The proposed structures shall be equipped with an early suppression fast response (ESFR) fire sprinkler system. Installation of the ESFR system shall be assured through City review and approval of building permits. (B&S)

119 *EIR Mitigation Measure WF RR-1: Prior to issuance of building permits, the City shall assure that the Project's building plans comply with required fire protection

ratings specified in the applicable California Code of Regulations Title 24 requirements. (B&S)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

120 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

121 From the beginning of the first ground disturbing activity until on 100 percent of the lots for the entire subdivision have been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 1 - April 15); 2) provide appropriate dust control measures, per City Standards, to minimize nuisance from dust at all times. (E)(B&S)

122 The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties shall be prohibited. (P)

123 Grading shall be done in accordance with a grading plan prepared by the applicant's Registered Civil Engineer. All grading work shall be performed in one continuous operation or in phases as approved by the Planning Manager and the City Engineer. (P)(E)

124 In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, all grading or excavation shall cease in the immediate area, and the find left untouched until a qualified professional archaeologist or paleontologist, whichever is appropriate, is contacted and called in to evaluate the find and make recommendations as to disposition, mitigation, and/or salvage. The applicant shall be liable for costs associated with the professional investigation. (P)

125 The City Engineer shall be notified a minimum of 60 days prior to anticipated opening of any street to public travel. (TE)(E)

126 If this tentative map is to be phased, the applicant shall have all basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase. (E)

127 All existing utilities interfering with the new construction shall be relocated at the developer's expense. (E)

128 A signing and striping plan shall be provided for all roadway improvements. (TE)

129 The applicant shall comply with all City and State guidelines and requirements for traffic control during construction and prior to final project acceptance. (TE)

130 Additional pavement shall be constructed in order to provide for striped right turn lanes at each project driveway as directed by the City Engineer. (TE)

131 Traffic signals shall be designed and approved by the City Engineer on Columbia Way/East Avenue M at both 4th Street East and Challenger Way. (TE)(E)

132 *EIR Mitigation Measure AIR MM-1: "Super-Compliant" low volatile organic compounds (VOC) paints shall be used during architectural coatings, which have been reformulated to exceed the regulatory VOC limits put forth by AVAQMD's Rule 1113. Super-Compliant low VOC paints shall be no more than 10 grams per liter (g/L) of VOC. Alternatively, the applicant may utilize precoated tilt-up concrete buildings that do not require the use of architectural coatings (painting). (B&S)(AVAQMD)

133 *EIR Mitigation Measure AIR MM-6: During Project construction, Developer shall comply with the following: (B&S)(AVAQMD)

133.1 Require all generators, and all diesel fueled off-road construction equipment greater than 75 horsepower, to be zero emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code or Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hookup at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that the Project Applicant documents that equipment with the required tier is not reasonably available and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment (for example, if

a Tier IV Final piece of equipment is not necessarily available at the time of construction and a lower tier equipment is used instead (e.g., Tier IV interim), and another piece of equipment could be upgraded from a Tier IV Final to a higher tier (i.e., Tier V) or replaced with an alternative-fueled (not diesel-fueled) equipment to offset emissions associated with using a piece of equipment that does not Meet Tier IV Final standards). Before an exemption may be considered by the City, the Project Applicant shall be required to demonstrate that at least two construction fleet owners/operators in the Region were contacted and that those owners/operators are confirmed Tier IV Final or better equipment could not be located in the Region. To ensure that Tier IV Final construction equipment or better would be used during the proposed Project's construction, the Project Applicant shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

133.2 Provide infrastructure for zero-emission off-road construction equipment if the contractors selected to construct the Project plan to use zero-emission off-road construction equipment.

133.3 Provide electrical hook-ups to the power grid, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills, and compressors. In applicable bid documents and contracts with contractors selected to construct the Project, include language requiring all offroad equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers, etc. (used during Project construction to be electric.

133.4 Require construction equipment to be turned off when not in use.

133.5 Recycle and/or salvage to reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.

133.6 On days when the hourly average wind speed for the City of Palmdale exceeds 20 miles per hour, additional dust control measures shall be implemented, such as increased surface watering. Grading and excavation shall be prohibited when sustained wind speeds exceed 30 miles per hour.

133.7 Apply and maintain surface treatments (such as PURETi Coat or PlusTi) on impervious ground surfaces that lessen impervious surface-related radiative forcing.

133.8 Use paints, architectural coatings, and industrial maintenance coatings for all interior painting that have volatile organize compound levels of less than 10 g/L.

133.9 All self-propelled off-road diesel-powered vehicles with engines greater than or equal to 25 horsepower and all two-engine vehicles (except on-road two-engine sweepers) shall comply with applicable provisions of the California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleets Regulation (Sections 2449, 2449.1, and 2449.2 of Title 13, Division 3, Chapter 9, Article 4.8, California Code of Regulations).

134 *EIR Mitigation Measure AIR RR-1: The Project shall comply with the provisions of AVAQMD Rule 401, Visible Emissions, which requires that a person shall not discharge into the atmosphere from any single source of emission whatsoever, any air contaminant for a period or periods aggregating more than three minutes in any one hour which is: (AVAQMD)

134.1 As dark or darker in shade as that designated No. 1 on the Ringelmann Chart, as published by the United States Bureau of Mines; or

134.2 Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subparagraph (b)(1)(A) of Rule 401.

135 *EIR Mitigation Measure AIR RR-2: The Project shall comply with the provisions of AVAQMD Rule 402, Nuisance, which requires that a person shall not discharge air contaminants or other materials that would cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. (AVAQMD)

136 *EIR Mitigation Measure AIR RR-4: The Project shall comply with AVAQMD rules related to sulfur content in fuels, including Rule 431.1, Sulfur Content of Gaseous Fuels; Rule 431.2, Sulfur Content of Liquid Fuels; and Rule 431.3, Sulfur Content of Fossil Fuels. (AVAQMD)

137 *EIR Mitigation Measure AIR RR-5: The Project shall comply with the provisions of AVAQMD Rule 1113, Architectural Coatings, by requiring that all architectural coatings must comply with the VOC limits established in Table 1 of Rule 1113. (AVAQMD)

138 *EIR Mitigation Measure BIO MM-2: To avoid impacts on active nests for common and special status birds and raptors, the Project Applicant shall schedule vegetation clearing during the non-breeding season. If Project timing requires that vegetation clearing occur between February 1 (as early as January 1 for some raptors) and September 15, the Project Applicant or its designee shall retain a qualified Biologist to conduct a pre-construction survey for nesting birds and raptors. The pre-construction survey shall be conducted by a qualified Biologist within three days prior to vegetation clearing. The pre-construction nesting bird survey area shall include the Project impact area (i.e., disturbance footprint) plus a 500-foot buffer to search for nesting birds and raptors. If no active nests are found, no further mitigation would be required.

If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors and a protective buffer of 300 feet shall be used to protect nesting birds. If appropriate, a smaller buffer may be considered (as determined by the Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals at the nest), and the type of construction activity. No construction activities shall be allowed in the designated buffer until the Biologist determines that nesting activity has ended. Construction may proceed within the buffer area once the Biologist determines that nesting activity has ceased (i.e., fledglings have left the nest or the nest has failed). The designated buffer shall be clearly marked in the field and shall be mapped as Environmentally Sensitive Areas (ESAs) on construction plans.

Prior to the initiation of construction activities, an email summary of the results shall be submitted to the City by the Project Applicant with a map of any active nests found and their designated buffers. Construction shall be allowed to proceed if standard buffer distances are employed for any active nests. The Biologist shall then prepare a formal Letter Report describing methods used, results of the survey, recommended buffers, and/or justification for buffer reductions. The Letter Report shall be submitted to the City within one week of completion of the survey. If an active nest is observed during the survey, the Letter Report shall include a map showing the designated protective buffer. (P)

139 *EIR Mitigation Measure BIO MM-5: Per the City of Palmdale Emergency Ordinance No. 1556, a City approved Biologist shall prepare a Desert Vegetation Preservation Plan and the City shall issue a permit for Joshua tree removal prior to Project impacts. The City may defer to a CDFW ITP (See BIO MM-3), with no additional requirements, if one is issued for the project. (P)(E)

140 *EIR Mitigation Measure BIO MM-6: Prior to the initiation of construction, the Project Applicant shall obtain the necessary permits, tags, and/or seals, and shall

pay the appropriate fees for removal of any individuals of a species protected by the California Desert Native Plant Protection Act. This includes nine silver cholla. (P)

141 *EIR Mitigation Measure BIO MM-9: The Project Applicant shall incorporate Best Management Practices (BMPs), including applicable measures required through the National Pollutant Discharge Elimination System (NPDES) requirements, to ensure that the quantity and quality of runoff discharged by Project activities does not adversely affect the Project area. In particular, BMPs shall be designed to prevent (to the extent feasible) the runoff of toxins, chemicals, petroleum products, or other elements that might degrade water quality. Additionally, BMPs shall be used to minimize erosion.

The areas where stockpiling can occur shall be selected in consultation with the monitoring Biologist. Spoils shall be stockpiled in disturbed areas lacking native vegetation. The Construction Contractor shall clearly mark stockpile areas to define the limits where stockpiling can occur.

The Construction Contractor shall designate an area for vehicle maintenance that is not within or adjacent to drainages or native vegetation. Fueling and maintenance of equipment shall take place within the vehicle maintenance area. Impervious ground surfaces or plastic covering shall be used to prevent spillage or leakage onto the ground surface. Any spilled hazardous materials shall be immediately cleaned and hazardous materials properly disposed of. Construction Contractor equipment shall be checked for leaks prior to operation and repaired as necessary. (E)

142 *EIR Mitigation Measure BIO MM-10: The Project Applicant or its designee shall ensure that night lighting shall be directed away from open space areas and shielding shall be incorporated in the final Project design to minimize spillover of night lighting into adjacent open space to the greatest extent practicable. Any such light fixtures installed adjacent to open space areas shall direct/reflect light downward and away from adjacent habitat areas. (P)

143 *EIR Mitigation Measure BIO RR-1: The Project Applicant or its designee shall incorporate Best Management Practices (BMPs) during Project construction, including applicable measures required through the National Pollutant Discharge Elimination System (NPDES) requirements, to ensure that the quantity and quality of water runoff discharged by Project activities does not adversely affect biological resources. BMPs shall be designed to prevent, to the extent feasible, the runoff of toxins, chemicals, petroleum products, or other elements that might degrade water quality. Additionally, BMPs shall be used to minimize erosion. (E)

144 *EIR Mitigation Measure BIO RR-2: Construction contractors shall immediately stop work and, pursuant to pertinent State and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so, to minimize impacts to biological resources. (P)(E)(B&S)

145 *EIR Mitigation Measure BIO DF-3: The qualified biologist shall maintain a construction monitoring notebook on the site throughout the construction period, which shall include a copy of the biological resources mitigation measures with attachments and a list of signatures of all construction supervisory personnel who have successfully completed the education program. The Project Applicant or successor in interest shall ensure that a copy of the construction monitoring notebook is available for review at the Project site upon request by the CDFW. (P)

146 *EIR Mitigation Measure BIO DF-5: During Project construction, areas where stockpiling can occur shall be selected in consultation with a qualified biologist. Spoils shall be stockpiled in disturbed areas lacking native vegetation. The construction contractor in coordination with a qualified biologist shall clearly mark stockpile areas in the field to define the limits where stockpiling can occur. (P)(E)

147 *EIR Mitigation Measure BIO DF-6: The construction contractor shall designate an area for vehicle maintenance that is not within or adjacent to any drainage area or native vegetation. Fueling and maintenance of equipment shall take place within the vehicle maintenance area. Impervious ground surfaces or plastic covering shall be used to prevent spillage or leakage onto the ground surface. Any spilled hazardous materials shall be immediately cleaned and hazardous materials properly disposed of. Contractor equipment shall be checked for leaks prior to operation and repaired as necessary. (E)(B&S)

148 *EIR Mitigation Measure BIO MM-12 and DF-7: The introduction of exotic plant species shall be avoided and minimized to the extent practicable. Weed seeds entering the construction area via vehicles shall be minimized by requiring construction vehicles to be washed prior to delivery to the Project site. Trackclean or other methods of vehicle cleaning shall be used by the construction contractor to prevent weed seeds from entering/exiting the construction areas on vehicles. Additionally, wattles used for erosion control shall be certified as weed-free. (P)(E)(B&S)

149 *EIR Mitigation Measure BIO DF-8: Lighting for construction activities and operations shall be directed inward toward the Project site and lighting shall not be directed toward adjacent undeveloped areas. (P)

150 *EIR Mitigation Measure BIO DF-9: The following avoidance and minimization measures shall be implemented during project construction: (P)(B&S)

150.1 Fully covered trash receptacles that are animal-proof shall be installed and used by the operator to contain all food, food scraps, food wrappers, beverage containers, and other miscellaneous trash. Trash contained within the receptacles shall be removed at least once a week from the Project site.

150.2 Construction work areas shall be kept clean of debris, such as cable, trash, and construction materials. All construction/contractor personnel shall collect all litter, vehicle fluids, and food waste from the Project site on a daily basis.

151 *EIR Mitigation Measure BIO DF-10: The Project Applicant or successor in interest shall limit herbicide use for invasive plant species and shall use herbicides only if it has been determined by a qualified biologist that hand or mechanical efforts are infeasible. To prevent drift, the Project Applicant or successor in interest shall apply herbicides only when wind speeds are less than seven miles per hour. All herbicide application shall be performed by a licensed applicator and in accordance with all applicable federal, State, and local laws and regulations. In addition, no rodenticides and second-generation anticoagulant rodenticides shall be used during Project construction and operational activities. (P)(E)

152 *EIR Mitigation Measure CUL RR-1: If human remains are encountered during ground-disturbing construction activities, compliance with California Health and Safety Code § 7050.5 and Public Resources Code § 5097 et. seq. shall be required. State Health and Safety Code § 7050.5 states that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code § 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Los Angeles County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law (24 hours). Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code §5097.98. Evidence of compliance with this mitigation measure, if human remains are found, shall be provided to the City Planning Department upon the completion of a treatment plan and final report detailing the significance and treatment finding. (P)(E)

153 *EIR Mitigation Measure GEO RR-2: The Project is required to comply with the provisions of PMC Chapter 8.04, Adoption of Health, Safety and Technical Construction Codes which generally require that all projects comply with California Building Codes and the International Building Codes. These codes establish site-specific investigation requirements, construction standards, and inspection procedures to ensure that development does not pose a threat to the health, safety, and welfare of the public, and include requirements related to erosion. (B&S)

154 *EIR Mitigation Measure GEO RR-3: The Project is required to comply with the provisions of AVAQMD Rule 403 by addressing blowing dust from the Project's construction activities. (AVAQMD)

155 *EIR Mitigation Measure GEO RR-4: The Project is required to comply with the provisions of the Project's NPDES permit, the Project's SWPPP as well as the City's SWMP. Compliance would identify and implement an effective combination of erosion control and sediment control measures (i.e., Best Management Practices) to reduce or eliminate discharge to surface water from stormwater and non-stormwater discharges. (E)

156 *EIR Mitigation Measure GHG DF-1: To reduce water demands and associated energy use, the Project is required to implement a Water Conservation Strategy and demonstrate a minimum 20 percent reduction in indoor and outdoor water usage when compared to baseline water demand (total expected water demand without implementation of the Water Conservation Strategy). Prior to the issuance of building permits for the Project, the Project applicant shall provide building plans that include the following water conservation measures: (E)(B&S)

156.1 Install low-water use appliances and fixtures.

156.2 Restrict the use of water for cleaning outdoor surfaces and prohibit systems that apply water to non-vegetated surfaces.

156.3 Implement water-sensitive urban design practices in new construction.

156.4 Install rainwater collection systems where feasible.

157 *EIR Mitigation Measure GHG DF-2: To reduce the amount of waste disposed at landfills, a 75 percent waste diversion program shall be implemented during Project construction. Prior to the issuance of building permits, the City shall verify that building plans contain the following solid waste reduction measure requirements: (B&S)(PW)

157.1 Provide storage areas for recyclables, as well as for green waste and food waste storage, if a pick-up service is available.

157.2 Compost on site if feasible.

158 *EIR Mitigation Measure GHG RR-1: The Project is required to comply with the PMC Chapter 14.05, Water Efficient Landscape. Efficient water use lowers GHG emissions by reducing the consumption of energy resource required to treat and deliver water.

159 *EIR Mitigation Measure GHG RR-2: The Project is required to directly or indirectly comply with all applicable GHG reduction mandates imposed by the State of California and the AVAQMD. Those that are applicable to the Project either directly or indirectly and that would reduce GHG emissions are: (AVAQMD)(B&S)

159.1 Pavley Fuel Efficiency Standards (AB 1493). Establishes fuel efficiency ratings for new vehicles.

159.2 Title 24 California Code of Regulations (California Building Code). Establishes energy efficiency requirements for new construction.

159.3 Title 20 California Code of Regulations (Appliance Energy Efficiency Standards). Establishes energy efficiency requirements for appliances.

159.4 Title 17 California Code of Regulations (Low Carbon Fuel Standard). Regulates the carbon content of fuel sold in California.

159.5 Statewide Retail Provider Emissions Performance Standards (SB 1368). Requires energy generators to achieve performance standards for GHG emissions.

159.6 Renewable Portfolio Standards (SB 1078). Requires electric corporations to increase the amount of energy obtained from eligible renewable energy resources.

160 *EIR Mitigation Measure HAZ RR 4-1: All construction contractors are required to comply with all applicable regulations and requirements promulgated by the federal Occupational Safety and Health Administration (OSHA). (B&S)

161 *EIR Mitigation Measure HAZ RR 4-2: The Project is required to comply with Title 22, Division 4.5 of the California Code of Regulations, which requires residents and employees to dispose of household hazardous waste, including pesticides, batteries, old paint, solvents, used oil, antifreeze, and other chemicals, at a Household Hazardous Waste Collection Facility. (B&S)(PW)

162 *EIR Mitigation Measure HAZ RR 4-3: The Project is required to comply with Title 22, Division 4.5, Chapter 11 of the California Code of Regulations which requires fluorescent lamps, batteries, and mercury thermostats be recycled or taken to a Household Hazardous Waste Collection Facility. (B&S)(PW)

163 *EIR Mitigation Measure HYDRO RR-1: As required by the provisions of the NPDES permit, the Project Applicant would be required to obtain an NPDES permit for construction activities, which includes the preparation and implementation of a Stormwater Pollution Prevention Plan. The Project's construction contractors will be required to follow the requirements outlined in the SWPPP. Compliance with the NPDES permit and the SWPPP would identify and implement an effective combination of erosion control and sediment control measures (i.e., Best Management Practices) to reduce or eliminate discharge to surface water from storm water and non-stormwater discharges during construction activities. (E)

164 *EIR Mitigation Measure NOI RR-1: All construction activities shall adhere to PMC Section 8.28.030, limiting construction activities to the hours of 6:00 AM and 6:00 PM, prohibiting earth excavating and similar activities between 8:00 PM and 6:30 AM and on Sundays in any residential zone or within 500 feet of any residence, hotel, motel, or recreational vehicle park. This requirement shall be noted on all grading and building plans and in bid documents issued to construction contractors. (E)(B&S)

165 *EIR Mitigation Measure PS RR-1: As a condition of Project approval, the proposed Project shall conform to all mandatory local, State, and federal laws, ordinances, and standards relating to fire safety. Among other items, these requirements include conformance with the Uniform Building Code Section 1503, which requires that all buildings be constructed with fire retardant roofing material. Access routes in the Project area would be required to be maintained throughout construction and buildout of the proposed Project. (B&S)

166 *EIR Mitigation Measure TRN MM-2: Prior to each phase of construction, the Project Applicant shall provide a Construction Management Plan to the City to further ensure that a) adequate emergency access is required to be maintained during construction of the Project in accordance with City and Fire Department requirements, and b) all proposed improvements within the public right-of-way shall be installed in conformance with City design standards and project construction activities that would occur in the public right-of-way shall adhere to the applicable construction control practices that are specified in the State of California Department of Transportation Construction Manual and the California Manual on Uniform Traffic Control Devices, to minimize potential safety hazards. (P)(E)(B&S)(PW)(TE)

167 *EIR Mitigation Measure UTIL RR-1: Project construction contractors are required to comply with the requirements of the California Green Building Standards Code (CalGreen, Part 11 of Title 24, California Code of Regulations), which requires among other items the installation of low water-use appliances and the diversion of a certain amount of construction waste from landfills. (B&S)(PW)

168 *EIR Mitigation Measure UTIL RR-3: The Project applicant, construction contractors, and operators, shall comply with all applicable provisions of PMC Chapter 5.52, Solid Waste Handling and Recycling Services. (B&S)(PW)

169 *EIR Mitigation Measure UTIL RR-4: The Project applicant, construction contractors, and operators, shall comply with all applicable provisions of PMC Title 13, Sanitary Sewers and Industrial Waste. (E)(PW)

170 *EIR Mitigation Measure UTIL RR-5: The Project applicant, construction contractors, and operators, shall comply with all applicable provisions of PMC Chapter 14.05, Water Efficient Landscape. (E)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO OCCUPANCY OF THIS PROJECT:

171 The applicant shall contact the Planning Division a minimum of two weeks prior to final inspection by the Building and Safety Division to make arrangements for a final walk-through inspection by the Planning Division. (P)

172 All public improvements shall be completed and accepted by the City. (E)

173 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City requires that these be submitted by the field or supervising grading engineer, and/or the landscape architect. (E)

174 Any broken, damaged or non-compliance curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development shall be repaired. Any existing driveways that are not to be used shall be replaced with standard curb, gutter, and sidewalk. (E)

175 The applicant shall improve any private street(s) or access drives for this project according to the plans approved by the City Engineer. (E)

176 The project shall be constructed in accordance with all the approved plans, including but not limited to site plans, grading plans, wall plans, landscape/irrigation plans, lighting plans, and elevations. (P)(E)

177 An industrial waste permit from the City Public Works Department shall be required for any industrial sewer discharge. (E)

178 Roadway improvements shall be completed on the streets within the project based on the intersection improvements and traffic control recommendations in the approved traffic study completed for the project. (TE)

179 All on- and off-site street improvements required with Phase 1 development and as specified within the approved traffic study for the project shall be completed. (TE)

180 A raised median shall be constructed on Columbia Way/East Avenue M along the project frontage in the Phasing sequencing described herein to restrict left turn movements into and out of each project access except at the two signalized intersections along Columbia Way/East Avenue M at both 4th Street East and Challenger Way. Plans shall be subject to the approval of the City Engineer. (TE)

181 The applicant shall comply with the provisions of PMC Chapter 3.40 (Traffic Impact Fee Requirements). The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected pursuant to the provisions of PMC Chapter 3.40. (TE)

182 Street name signs shall be purchased and installed in accordance with City of Palmdale standards. The number and location of signs will be as directed by the City Engineer. (TE)(E)

183 At each project access that is limited to right-turn in and right-turn out movements: the right-turn only sign for driveway exiting vehicles shall be installed and maintained by the property owner and comply with State standards. (TE)

184 Payment of the public art in-lieu contribution or installation of the public art in accordance with the final public art project plan submitted shall be demonstrated by the applicant in compliance with the PMC Section 15.01.090 (Public Art in Private Development). (PA)

185 *EIR Mitigation Measure AIR MM-2: The Project shall implement the following measures in order to reduce operational mobile source air pollutant emissions to the extent feasible: (AVAQMD)(B&S)(E)

185.1 Only haul trucks meeting model year 2010 engine emission standards shall be used for the on-road transport of materials to and from the Project site.

185.2 Legible, durable, weather-proof signs shall be placed at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: (1) instructions for truck drivers to shut off engines when not in use; (2) instructions for drivers of diesel trucks to restrict idling to no more than 5 minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and (3) telephone numbers of the building facilities manager and CARB to report violations. Prior to the issuance of each occupancy permit, the City of Palmdale shall conduct a site inspection to ensure that the signs are in place.

185.3 Prior to tenant occupancy, the Project Applicant or successor in interest shall provide documentation to the City demonstrating that occupants/tenants of the Project site have been provided documentation on funding opportunities, such as the Carl Moyer Program, that provide incentives for using cleaner-than required engines and equipment.

185.4 The minimum number of automobile electric vehicle (EV) charging stations required by the California Code of Regulations Title 24 shall be provided. In addition, the buildings shall include electrical infrastructure sufficiently sized to accommodate the potential installation of additional auto and truck EV charging stations in the future.

185.5 Conduit shall be installed to tractor trailer parking areas in logical locations determined by the Project Applicant during construction document plan check, for the purpose of accommodating the future installation of EV truck charging stations at such time this technology becomes commercially available.

186 *EIR Mitigation Measure AIR MM-4: The Project shall include the following language within tenant lease agreements in order to reduce operational air pollutant emissions to the extent feasible: (P)

186.1 Require tenants to use the cleanest technologies available and to provide the necessary infrastructure to support zero emission vehicles, equipment, and appliances that would be operating on site. This requirement shall apply to equipment such as forklifts, handheld landscaping equipment, yard trucks, office appliances, etc.

186.2 Require future tenants to exclusively use zero-emission light and medium-duty delivery trucks and vans, when economically feasible.

186.3 Tenants shall be in, and monitor compliance with, all current air quality regulations for on-road trucks including the CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program, and the Statewide Truck and Bus Regulation.

187 *EIR Mitigation Measure PS RR-3: Prior to issuance of occupancy permits, the Project Applicant shall contribute appropriate school impact fees to the Palmdale School District (PSD), the Lancaster School District (LSD), and the Antelope Valley Unified School District (AVUHSD) at the rates established by the PSD, the LSD, and the AVUHSD, as required by Public Education Code § 17072.10-18. (B&S)

188 *EIR Mitigation Measure TRN MM-1: The Project Applicant shall submit a Transportation Demand Management (TDM) plan prepared by a qualified transportation consultant acceptable by the City to reduce the Project's vehicle miles traveled. The TDM plan shall be approved by the City prior to the issuance of the first industrial building occupancy permit. The TDM plan shall apply to industrial building Project tenant(s) through tenant leases. The TDM plan shall discourage single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking. Examples of trip reduction measures may include, but are not limited to: (TE)

188.1 Transit passes

188.2 Car-sharing programs

188.3 Telecommuting and alternative work schedules

188.4 Ride sharing programs

Although not required to reduce transportation impacts, the following mitigation would further ensure that the Project's traffic construction-related activities occur in compliance with the applicable standards and requirements as disclosed in this Section and in the Project's Traffic Impact Analysis (Technical Appendix L1).

THE FOLLOWING CONDITIONS SHALL BE MET AS AN ON-GOING ELEMENT OF THE PROJECT:

189 A valid business license obtained from HdL Business Support Center shall be maintained while any of the uses are in operation. (P)

190 The operation of the business shall comply fully with all the rules and regulations of the PMC. Failure to comply with the PMC shall be subject to PMC Section 1.12.010 (Misdemeanors – Infractions – Administrative Citations), which specifies

the violation is a misdemeanor, and subject to penalties specified in PMC Section 1.12.020 (Punishment). (P)

191 All parking facilities shall be maintained in good condition in accordance with the provisions of PMC Chapter 17.87 (Off-Street Parking and Loading). The maintenance thereof may include, but shall not be limited to, the repaving, oiling, and striping of a parking area and the repair, restoration and/or replacement of any parking area design features when deemed necessary by the Planning Manager to insure the health, safety, and welfare of the general public. (P)(E)

192 The applicant shall be responsible for establishment, maintenance, and upkeep of the landscape area and all landscape vegetation. All landscape vegetation shall be maintained in a manner to ensure proper growth. Trees and other landscape vegetation shall be pruned as needed to ensure proper growth and give a maintained appearance. Trees shall not be "topped" or pruned excessively. (P)

193 All owners, future owners, heirs, or assigns of the property shall be required to maintain all private drainage facilities in good working condition, as determined by the City Engineer, and shall be responsible for any damages associated with the private drainage facilities and for any costs incurred by the City for emergency maintenance, repairs, and any other efforts to keep the private drainage facilities in good working condition and/or to insure the health, safety, and welfare of the general public. The developer shall record a covenant upon the property regarding said maintenance. (E)

194 The applicant shall fully cooperate with any adjacent property development to provide improved site access in the future including, but not limited to, the closure, removal, sharing, or relocation of project parking, landscaping, driveways, and drive-aisles. (TE)

195 The installation of speed bumps or humps as a means to control speed on the site shall be prohibited as required by PMC Section 10.04.100 (Regulation of Speed Bumps on Private Streets, Easements and Fire Lanes). If any of these devices are installed while this ordinance is in effect, the owner shall be required to remove these devices at their own expense. (TE)

196 The premises, while open or closed for business after dark, shall be sufficiently lighted by use of interior night-lights. (PS)

197 The business shall place alarm buttons or other activation devices at the check stand, in the administration office, and in any other locations deemed appropriate by the City. (PS)

198 Establishments shall be required to register in the City of Palmdale Business Watch Program and receive training through the Public Safety Office. To schedule enrollment and training, contact Public Safety at (661) 267-5170 or publicsafety@cityofpalmdale.org. (PS)

199 Window signage shall be limited to no more than 25 percent coverage of window area provided visibility into the building is maintained as stated in PMC Section 17.88.070 (Exemptions to Sign Permit Requirements). (PS)

200 Signage shall be posted on the property, including the parking areas, to discourage loitering and alcohol consumption in the parking lot. Letters shall be a minimum of two inches high and shall include the following wording: (PS)

NO LOITERING – P.M.C. 9.44.050 and P.C 602.1
NO DRINKING IN PUBLIC – P.M.C. 9.12.020

201 The premises shall always be properly maintained and kept in a neat and orderly condition. This includes, but is not limited to, building and parking lot lighting and trash and debris removal. (PS)

202 Graffiti shall be removed by the owner within 72 hours of discovery as specified within PMC Section 9.30.080 (Graffiti Removal from Private Property by Owner). Consider graffiti mitigation measures such as vining/climbing and barrier plants along block walls. (PS)

203 Trash enclosures shall be kept locked when not in use to discourage illegal dumping and other improper uses. (PS)

204 Outside electrical outlets and water spigots/hose bibs shall be secured to prevent unauthorized use. (PS)

205 Outside hinges on all exterior doors shall be provided with non-removable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of door. (PS)

206 Roll-up doors and individual storage space doors shall be equipped with locking hardware including metal flanges on the lock bolts to protect the padlock shackle from being cut. (PS)

207 Overhead roll-up doors shall be so secured on the inside that the lock cannot be defeated from the outside and shall also be secured with a cylinder lock or padlock from the inside. (PS)

208 All exterior doors shall be provided with their own light source and shall be adequately illuminated at all hours to make clearly visible premises and provide adequate illumination for persons exiting the building. (PS)

209 Primary building address numbers shall be located on the building side where the main entrance is located. The development shall display an additional set of numbers on the secondary frontage (street side) when the building does not front on the street of address. Numbers shall be no less than eight inches in height, if located less than 100 feet from the centerline of the addressed street or 12-inches in height if placed further than 100 feet from the centerline of the addressed street. Numbers shall be of a color contrasting to the background to which they are affixed. (PS)

210 All entrances to the parking area shall be posted with appropriate signs per California Vehicle Code Section 22658(a) to assist in removing vehicles at the property. (PS)

211 *EIR Mitigation Measure AIR MM-7: During operation of the proposed Project, Developer will comply with the following: (P)(B&S)

211.1 All outdoor cargo handling equipment (including yard trucks, hostlers, yard goats, forklifts, and landscaping equipment) shall be zero- emission vehicles. Each building shall include the necessary charging stations or other necessary infrastructure for cargo handling equipment. The building manager or their designee shall be responsible for enforcing these requirements.

211.2 In anticipation of a transition to zero emissions truck fleets during the lifetime of the Project, install at least ten (10) heavy-duty truck vehicle charging stations by buildout of Phase 1 of the Project, install at least ten (10) heavy-duty truck vehicle charging stations by buildout of Phase II of the Project, and install at least five (5) heavy-duty truck vehicle charging stations by buildout of Phase 1 of the Project.

211.3 Commit to on-site solar generation sufficient to meet at least 75 percent of the Project's total operational energy requirements from within the building envelope.

211.4 Prior to certificate of occupancy, install conduit and infrastructure for Level 2 (or faster) electric vehicle charging stations on-site for employees for the percentage of employee parking spaces commensurate with Title 24 requirements in effect at the time of building permit issuance plus additional plus charging stations equal to 5 percent of the total employee parking spaces in the building permit, whichever is greater. By buildout of

each phase of the Project, install Level 2 (or faster) electric vehicle charging stations for 25 percent of the employee parking spaces required.

211.5 Install HVAC and/or HEPA air filtration systems in all warehouse facilities.

211.6 Prior to tenant occupancy, provide documentation to the City of Palmdale demonstrating that occupants/tenants of the Project site have been provided documentation that:

211.7 Recommends the use of electric or alternatively fueled sweepers with high efficiency particulate air (HEPA) filters;

211.8 Recommends the use of water-based or low VOC cleaning; and

211.9 For occupants with more than 250 employees, require the establishment of a transportation demand management program (TDM) to reduce employee commute vehicle emissions.

211.10 Include contractual language in tenant lease agreements requiring that any facility operator shall:

211.10.1 Ensure that site enforcement staff in charge of keeping the daily log and monitoring for excess idling will be trained/certified in diesel health effects and technologies, for example, by requiring attendance at California Air Resources Board (CARB)-approved courses.

211.10.2 Be required to train managers and employers on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks. The building manager or their designee shall be responsible for enforcing these requirements.

211.10.3 Be in, and monitor compliance with, all current air quality regulations for on-road trucks including CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program (PSIP), and the Statewide Truck and Bus Regulation.

212 *EIR Mitigation Measure GHG DF-3: Cargo handling equipment shall be non-diesel. If more than one piece of cargo handling equipment is required by the building user, the equipment shall be zero-emission. (AVAQMD)(B&S)

213 *EIR Mitigation Measure HAZ RR 4-4: In accordance with the California Accidental Release Prevention (CalARP) program, if any businesses occupies the Project site that handles more than a specific threshold quantity of a

regulated substance listed in the CalARP regulations, the business is required to prepare a Risk Management Plan (RMP) detailing the potential accident factors present and the measures that will be implemented to reduce accident potential. The RMP must include, but not be limited to, safety information, a hazard review, operating procedures, training requirements, maintenance requirements, compliance audits, and incident investigation procedures. The CalARP program requirements are implemented and enforced at the local government level by Unified Program Agencies (UPAs), such as the Los Angeles County Fire Department. The UPAs determine the level of detail needed in the RMPs, review the RMPs, conduct facility inspections, and provide public access to most of the relevant information. (P)(B&S)

Key to Departmental Conditions:

(AVAQMD) Antelope Valley Air Quality Management District (661-723-8070)
(B&S) Building and Safety Division (661-267-5353)
(E) Engineering Division (661-267-5272)
(F) Los Angeles County Fire Department (661-949-6319)
(Pk) Parks and Recreation Department (661-267-5611)
(P) Planning Division (661-267-5200)
(PA) Public Art (661-267-5686)
(PS) Public Safety Division (661-267-5170)
(PW) Public Works Department (661-267-5300)
(SCE) Southern California Edison (661-726-5617)
(TE) Traffic Engineering (661-267-5300)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Palmdale
38300 Sierra Highway
Palmdale, CA 93550

Attention: City Clerk

APNs: (Space Above For Recorder's Use)

Exempt from Recording Fees pursuant to Government Code Section 27383

DEVELOPMENT AGREEMENT
(Antelope Valley Commerce Center)

between

CITY OF PALMDALE,
a California charter city and municipal corporation

and COVINGTON INVESTMENTS, LLC
a Nevada limited liability company

Reference dated as of _____, 2025

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DEVELOPMENT AGREEMENT

(Antelope Valley Commerce Center Phase I)

This Development Agreement (Antelope Valley Commerce Center Phase IPh) ("Agreement") is entered into between the CITY OF PALMDALE, a California charter city and municipal corporation ("City"); and COVINGTON INVESTMENTS, LLC, a Nevada limited liability company ("Developer"). This Agreement is dated as of _____, 2025 for reference only. This Agreement will not become effective until the "Effective Date" (defined below). City and Developer are entering into this Agreement in reliance on the facts set forth in the Recitals, below.

RECITALS

A. City is authorized under Government Code Section 65864, *et seq*. ("Development Agreement Law") to enter into binding development agreements with persons having legal or equitable interests in real property for the development of that property.

B. City owns approximately four hundred thirty-three (433) acres of unimproved real property ("City Property") located at the northeast corner of Sierra Highway and Avenue M-12 in the City including approximately one hundred twelve (112) acres with assessors parcel number 3126-022-929 ("Property") located at the southeast corner of Sierra Highway and East Avenue M as described on the legal description attached hereto as Exhibit A and depicted on the site plan attached hereto as Exhibit B ("Site Plan").

C. City and Developer have entered into Purchase and Sale Agreement No. A-7575 dated effective as of October 21, 2021 (the "Original Agreement"), as amended by that certain Administrative Amendment to Purchase and Sale Agreement dated October 18, 2023 (the "First Amendment"), that certain Administrative Amendment to Purchase and Sale Agreement dated November 21, 2023 (the "Second Amendment"), and that certain Administrative Amendment to Purchase and Sale Agreement dated _____, 2024 (the "Third Amendment; referred to herein with the Original Agreement, First Amendment, and Second Amendment, collectively, as the "PSA"), whereby City agreed to sell the Property to Developer and Developer agreed to purchase the Property for the purpose of developing the Property with a multi-building industrial development. The PSA is attached hereto as Exhibit C.

D. Pursuant to the PSA, Developer applied to City for approval and enactment of the "Antelope Valley Commerce Center Specific Plan" ("Specific Plan") for the development of the City Property including the Property, which is identified as Phase I in the Specific Plan. The Specific Plan was adopted on _____.

E. Developer applied to City for approval and enactment of this Agreement as the primary governing instrument for the development and use of the Property. The City Planning Commission ("Planning Commission") and the City Council ("City Council") have conducted public hearings and have found that this Agreement is consistent with City's General Plan ("General Plan"), including the General Plan Land Use Element.

F. On December 12, 2024, the Planning Commission adopted Resolution No. PC-2024-027 recommending approval of this Agreement to the City Council. On January 15, 2025, the City Council adopted Ordinance No. 1648 ("Enacting Ordinance") and Resolution No. CC 2025-002, which approved this Agreement and has complied with all requirements of the Surplus Land Act.

G. By adopting the Enacting Ordinance, the City Council elected to exercise its governmental powers with regard to the Development of the Property at the present time rather than later. This Agreement binds City and future City Councils and limits the City Council's future exercise of its police powers. This Agreement has been found by the City Council to be fair, just and reasonable and in the best interests of City's citizens and the health, safety and welfare of the public.

H. City has complied with all California Environmental Quality Act (California Public Resources Code Section 21000, *et seq*.) ("CEQA") requirements with respect to the approval of this Agreement and of the Project, through the City Council's approval and certification of the "Antelope Valley Commerce Center Environmental Impact Report (SCH 2022090009)" ("EIR").

I. Developer proposes to subdivide and develop the Property with six (6) industrial/warehouse buildings totaling approximately 4,887,470 square feet and has obtained City's approval of the following Development Approvals: Tentative Parcel Map (TPM No. 83738); Site Plan Review (SPR No. 22-008); and Specific Plan (SPL No. 22-001).

J. All of City's prior actions and approvals with regard to this Agreement complied with all applicable legal requirements related to notice, public hearings, findings, votes, and other procedural matters.

K. The development of the Property in accordance with this Agreement will provide substantial benefits to City. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Property, ensures the progressive installation of necessary public improvements to serve the Project, and serves the purposes of the Development Agreement Law.

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following initially capitalized terms used in this Agreement have the following meanings:

"Agreement" means this Development Agreement and all attachments and exhibits thereto.

"Annual Monitoring Report" has the meaning ascribed to the term in Section 6.1.

"CEQA" has the meaning ascribed to the term in Recital H.

"Certificate of Occupancy" means a document issued by City's Building Division, certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

"City" means the City of Palmdale, a California charter city and municipal corporation, its successors and assigns, and its related or subordinate boards, commissions, and entities.

"City Attorney" mean the City Attorney of the City of Palmdale.

"City Council" means the City Council of the City of Palmdale.

"City Manager" means the City Manager of the City of Palmdale.

"City Property" means the real property depicted on Exhibit B including the Property.

"Developer" means Covington Investments, LLC, a Nevada limited liability company, its successors and assigns.

"Development" means the subdivision and improvement of the Property for the purposes of constructing or reconstructing the public and private structures, improvements and facilities comprising the Project, including, but not limited to: grading; the construction or reconstruction of infrastructure and public and private facilities related to the Project, whether located within or outside the Property; the construction or reconstruction of buildings and structures; and, the installation of landscaping. "Development" does not include the maintenance of any building, structure, improvement or facility after its construction and completion.

"Development Agreement Law" has the meaning ascribed to the term in Recital A.

"Development Approvals" mean all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, approvals, permits and other entitlements applicable to the Development of the Property, including, but not limited to: specific plans and specific plan amendments; tentative and final subdivision and parcel maps; conditional use permits, public use permits and site plans; zoning; variances; and, grading and building permits. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City authorized to be applicable to the Property pursuant to this Agreement, or (ii) any matter where City has reserved authority under this Agreement.

"Development Exactions" mean any monetary or non-monetary exaction or mitigation measure, including a Development Impact Fee, imposed by City in connection with a Development Approval or in connection with the granting of any other right, privilege or approval pertaining to the Project, including requirements for land dedication or for public construction either within or outside the Property.

"Development Impact Fee" means a monetary payment authorized by Government Code Section 66001, *et seq*., whether imposed legislatively on a broad class of development projects or on an ad hoc basis to a specific development project.

"Development Plan" means the proposed plan for Development of all or a portion of the Property pursuant to the Existing Development Approvals and Subsequent Development Approvals, in accord with the Existing Land Use Regulations and applicable Subsequent Land Use Regulations, subject to the Reservations of Authority.

"Effective Date" means the date which is thirty (30) days following the second reading and adoption of the Enacting Ordinance.

"EIR" has the meaning ascribed to the term in Recital H.

"Enacting Ordinance" has the meaning ascribed to the term in Recital F.

"Existing Development Approvals" mean all Development Approvals approved or issued by City prior to or the same day as the Effective Date, including the Development Approvals described in Recital I. "Existing Development Approvals" do not include the EIR.

"Existing Land Use Regulations" mean all Land Use Regulations in effect as of the Effective Date.

"General Plan" has the meaning ascribed to the term in Recital E.

"Land Use Regulations" mean all ordinances, resolutions, codes, rules, regulations and official written policies of the City and/or any subsidiary district of the City and/or any joint powers authority or council of governments of which the City is a member which affect, govern, or apply to land development and use of the Property, including those governing: the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; development impact fees; design, improvement and construction standards applicable to the Development of the Property; and the reservation or dedication of land for public purposes, all as may be modified or supplemented pursuant to this Agreement. "Land Use Regulations" do not include any ordinance, resolution, code, rule, regulation or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

"Lot" means any legally subdivided lot of the Property which is intended for commercial or industrial uses.

"Minor Amendment" has the meaning ascribed to the term in Section 3.4.A.

"Mitigation Monitoring and Reporting Program" or "MMRP" means the mitigation monitoring and reporting program for assessing and ensuring compliance with required mitigation measures, which was approved by City Resolution No. CC 2025-002, on _____, 2025 in conjunction with the City Council's certification of the EIR.

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

"Notice" has the meaning ascribed to the term in Section 2.8.A.

"Parties" mean City and Developer, collectively.

"Party" means either City or Developer, individually.

"Permitted Delay" means delays in a Party's performance due to: changes in local, state or federal laws or regulations (other than changes expressly permitted by this Development Agreement); strikes or the inability to obtain materials; delays caused by governmental agencies in issuing permits and approvals; a development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies to prohibit Development of the Property; civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, and/or failure of contractors to perform; any third-party court action to set aside or modify the Existing Development Approvals; or, other circumstances beyond a Party's reasonable control and which substantially interfere with either Party's ability to perform its obligations under this Agreement. "Permitted Delays" do not include delays attributable to Developer's inability to obtain funds or financing or due to changes in market conditions or demands, whether or not foreseeable as of the Effective Date.

The period of a "Permitted Delay" will not commence to run until the date of the Notice by which the Party alleging the Permitted Delay informs the other Party of the existence of the Permitted Delay and the circumstances giving rise to it. The period of the Permitted Delay will end when the circumstances giving rise to the Permitted Delay are eliminated or mitigated. The Party alleging the Permitted Delay will exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay.

"Person" means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind, including City and Developer.

"Planning Commission" means the Planning Commission of the City of Palmdale.

"Project" means the Development of the Property in accord with the Development Plan, as the Development Plan may be further defined, enhanced or modified in accordance with this Agreement.

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

"PSA" has the meaning ascribed to it in Recital C.

"Reservations of Authority" mean the rights reserved to City under Section 3.5.

"Site Plan" has the meaning ascribed to the term in Recital B and as depicted in Exhibit B.

"Special District" has the meaning ascribed to the term in Section 5.1.

"Specific Plan" has the meaning ascribed to the term in Recital D.

"Subsequent Development Approvals" mean all Development Approvals approved by City subsequent to the Effective Date.

"Subsequent Land Use Regulations" mean all Land Use Regulations adopted and effective after the Effective Date.

"Term" has the meaning ascribed to the term in Section 2.2. and includes any extension authorized by Section 2.3.

"Transfer" has the meaning ascribed to the term in Section 2.4.

"Transferee" has the meaning ascribed to the term in Section 2.4.

"Transferor" has the meaning ascribed to the term in Section 2.4.

Other initially capitalized terms used in this Agreement but not otherwise defined herein, shall have the meaning given to those terms where they first appear in this Agreement.

1.2 Exhibits. The following documents are attached to a part of this Agreement:

Exhibit A Legal Description of Property

Exhibit B Site Plan

Exhibit C Purchase and Sale Agreement

Exhibit D Benefitted Areas

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is made subject to this Agreement and the Development of the Property may be carried out in accordance with this Agreement. The benefits and burdens of this Agreement touch and concern the Property and bind Developer and all future owners of all or any portion of the Property.

2.2 Term. The term ("Term") of this Agreement will commence on the Effective Date and will expire on the twelfth (12th) anniversary of the Effective Date, unless terminated sooner by operation of some other provision of this Agreement or extended in accord with Section 2.3 or Section 9.2.

2.3 Extension of Term.

Upon Developer's request made by Notice given no earlier than six (6) months, but no later than two (2) months, prior to expiration of the original Term, the Term of this Agreement will be extended for one (1) additional eight (8) year period beyond the original Term, so long as:

a. Developer is not, as of the giving of the Notice, in material uncured breach of this Agreement and is not in the process of curing said breach, as determined by City following a special review pursuant to Article 6, so long as City undertakes the special review on its own initiative and completes the special review no later than six (6) months prior to expiration of the original Term; and,

i. Commencement of Construction has occurred on no less than fifty percent (50%) of the total enclosed square footage authorized by the Development Plan, as it may

be modified by one (1) or more Subsequent Development Approvals. "Commencement of Construction" means the pouring and certification of building foundations.

Upon extension of the Term in accord with this Section 2.3, City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

2.4 Assignment and Transfer. Developer may sell, lease, license, hypothecate, transfer, or assign (any or all of the foregoing, individually and collectively, "Transfer") the Property in whole or in part (provided that no partial Transfer may violate the Subdivision Map Act, Government Code Section 66410, *et seq*.) to any Person at any time; provided that any Transfer shall be subject to City's reasonable review and approval, which approval shall not be unreasonably withheld. City's approval or disapproval must be by Notice and must be given within thirty (30) days after the Transferor submits Notice to City describing the proposed Transfer and the Transferee. If City fails to provide Notice within the forty-five (45) day period, then City's approval will be deemed to be irrevocably given and the Transferor and the Transferee may rely on City's deemed approval. As used in this Agreement, the term "Transferor" means the Person (including Developer) making the Transfer and the term "Transferee" means the Transfer recipient. No Transfer of any right or interest in this Agreement may be made unless made together with the Transfer of all or a part of the Property. City will execute (in recordable form, if necessary) and deliver those releases, consents, and other instruments as may be requested by a Transferor, a Transferee, or any Mortgagee to evidence the assignments and releases described in this Section 2.4.

2.5 Voluntary Amendment or Cancellation of Agreement. This Agreement may be voluntarily amended or cancelled in whole or in part only with the written consent of City and all Persons holding fee title to that portion of the Property to which the amendment or cancellation will apply. The amendment or cancellation process must comply with Government Code Section 65868. This Section 2.5 does not limit the operation of Government Code Section 65869.5.

2.6 Termination. This Agreement will automatically terminate upon the occurrence of any of the following events:

i. The expiration of the Term.

ii. The entry of a final judgment setting aside, voiding or annulling the City Council's adoption of the Enacting Ordinance.

iii. The adoption of a referendum measure overriding or repealing the Enacting Ordinance.

iv. The completion of the Project, as evidenced by the issuance of the final Certificate of Occupancy for the last building and the acceptance of all required public dedications.

v. Upon a Party's election to terminate this Agreement under Section 8.4 and Section 8.5. If the terminating Party under Section 8.5 does not own the entirety

of the Property, then the termination will apply only to that portion of the Property owned by the terminating Party.

2.7 Representations and Warranties.

a. City represents and warrants to Developer, as follows:

i. City is a public body, corporate and politic. City is authorized to enter into this Agreement pursuant to Government Code Section 65864, *et seq.*, and the execution and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

ii. City's execution and delivery of this Agreement and City's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

iii. City has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against City with respect to the Property or this Agreement.

b. Developer represents and warrants to City, as follows:

i. Developer is a duly organized limited liability company established within and in good standing under the laws of the State of Nevada and is authorized to do business in the State of California. The execution and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

ii. Developer is either the owner of fee simple title to the Property or has an equitable interest in the Property.

iii. Developer's execution and delivery of this Agreement and Developer's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

iv. Developer is not the subject of bankruptcy or receivership proceedings and is not insolvent.

v. Developer has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against Developer with respect to the Property or this Agreement.

2.8 Notices.

a. As used in this Agreement, the term "Notice" means any request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other required or permitted communication.

b. All Notices must be in writing and will be considered given:

i. When delivered in person to the recipient named below.

ii. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope, postage prepaid, as either registered or certified mail, return receipt requested.

iii. On the date of delivery shown in the records of a reputable delivery service (e.g. UPS or Federal Express).

c. All Notices must be addressed as follows:

If to City:

City of Palmdale
38300 Sierra Highway
Palmdale, CA 93550
Attn: Luis Garibay
with a copy to:

City Attorney's Office
City of Palmdale
38300 Sierra Highway
Palmdale, CA 93550
Attn: William Curley
with a copy to:

Kane Ballmer & Berkman
515 S. Figueroa Ave., Suite 780
Los Angeles, CA 90071
Attn: Murray Kane

If to Developer:

Covington Investments, LLC
14180 Dallas Parkway, Suite 730
Dallas, TX 75254
Attn: Kenneth Sheer
with a copy to:

Rutan & Tucker, LLP
18575 Jamboree Road, Suite 900
Irvine, CA 92612
Attn: John Ramirez

d. Either Party may, by Notice given at any time, require subsequent Notices to be given to another Person or to a different address, or both. Notices given before receipt of Notice of change of address will not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Vested Right to Develop. Subject to the terms of this Agreement, Developer has the legally vested right to develop the Property in accordance with, and to extent of, the Development Plan, the Development Approvals, applicable Subsequent Development Approvals, applicable Subsequent Land Use Regulations, and this Agreement.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.

a. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City will exercise its discretion in accordance with the Development Plan and this Agreement, including, but not limited to, the Reservations of Authority.

b. The Development Plan for the Project may require the processing of Subsequent Development Approvals. The City will accept for processing, review and action all applications for Subsequent Development Approvals, and such applications will be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations and in accordance with the intent of this Agreement. The Parties acknowledge that City is not obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition, except that City's actions concerning Subsequent Development Approvals must be consistent with the Development Plan and Existing Land Use Regulations, subject to the Reservations of Authority. Unless otherwise requested by Developer, City may not amend or rescind any Subsequent Development Approvals applicable to the Property after those Approvals have been granted by the City unless such projects violate applicable conditions of approval. Processing of Subsequent Development Approvals or changes in the Development Approvals or Development Plan made pursuant to Developer's application will not require an amendment to this Agreement; however, upon their approval by the City, all Subsequent Development Approvals or changes in the Development Approvals or Development Plan will be subject to and covered by this Agreement.

3.3 Timing of Development; Public Improvements Phasing.

a. Nothing in this Agreement is a covenant to develop or construct the Project. The Parties acknowledge that Developer cannot predict if, when, or the rate at which phases of the Project will be developed. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the litigants in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the litigants' agreement. The Parties intend to cure that deficiency by providing that Developer has the right to develop the Project, or not develop the project, in the order, at the rate, and at the times that Developer, in its sole and absolute discretion, determines to be appropriate, subject only to any Development Plan timing or phasing requirements.

b. Required public improvements may be tied to certain phases of the Project. The schedule for provision of these improvements, as they relate to a particular phase, will be governed by the conditions of approval, Existing Development Approvals, Subsequent Development Approvals, the EIR, the MMRP, and this Agreement.

3.4 Changes and Amendments to Existing or Subsequent Development Approvals.

a. The Parties acknowledge that the passage of time may demonstrate that changes to the Existing or Subsequent Development Approvals, or this Agreement, may be

necessary or appropriate. If the Parties determine that changes are necessary or appropriate, such changes may be made by mutual consent of the Parties in accord with Government Code Section 65868, and may be approved on behalf of City as follows:

i. By the City Manager or his/her designee ("City Manager") in the case of minor changes which would qualify as a "Minor Modification" under Municipal Code Section 17.26.040 or a minor exception under 17.23.030(B), or as determined by the original approving authority as the case may be.

ii. By the original approving authority n the case of any other changes not subject to paragraph (i), above, or if otherwise legally required.

iii. The City Manager or his/her designee will determine whether a proposed change is subject to approval by the City Manager or the original approving authority, as the case may be.

iv. No modification, amendment or other change to this Agreement will be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by both Parties' authorized representatives.

3.5 Reservations of Authority.

a. Any contrary provision in this Agreement notwithstanding, the following Subsequent Land Use Regulations will apply to the Project:

i. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

ii. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other procedural matter.

iii. Regulations governing construction standards and specifications, including City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code, including fees thereunder, which are applied uniformly to all similar development projects within in City.

iv. Regulations which do not conflict with the Development Plan or this Agreement. To the greatest extent possible, these regulations must be applied and construed to provide Developer with all of the rights and assurances provided under this Agreement. For all purposes pursuant to this Agreement generally, and this paragraph (iv) specifically, an ordinance, resolution, initiative, referendum, moratorium or other regulation will be deemed to conflict with the Development Plan and this Agreement if the ordinance, resolution, initiative, referendum, or regulation seeks to, whether as part of a specific or general enactment that applies to the Property or Project: (1) limit or reduce the density, intensity, height or size of structures or type of development on the Property; (2) regulate the timing or sequencing of the development of the

Property in any manner; (3) require any additional on-site or off-site improvements not required by the applicable Land Use Regulations or Development Approvals to be constructed or paid for by Developer or a subsequent owner of the Property; or (4) restricting the use of the Property in any manner or degree other than as set forth in the applicable Land Use Regulations and Development Approvals.

v. Regulations that conflict with the Development Plan if Developer has given its written consent to those regulations.

vi. Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce against the Property or the Development of the Property.

vii. Subsequent Land Use Regulations applicable to local or regional Development Impact Fees.

The Parties acknowledge that City is restricted in its authority to limit its police powers by contract. This Agreement will be construed, contrary to its stated terms if necessary, to reserve to City all those police powers that cannot be restricted by contract.

3.6 Subsequent Development Approvals.

a. When acting on Subsequent Development Approvals, City may apply only the Existing Land Use Regulations and those Subsequent Land Use Regulations that are permitted under the Reservations of Authority. Any Subsequent Development Approval will be automatically vested under this Agreement.

b. Upon Developer's request, City will accept and diligently process applications for Subsequent Development Approvals. City will exercise reasonable good faith efforts to expedite the processing of the Subsequent Development Approvals applications to ensure that those applications are promptly considered by the approving authority in accordance with the intent of this Agreement. City will ensure that all applications are processed and considered within the timing requirements of all applicable law, including the Permit Streamlining Act (Govt. Code § 65920, *et seq.*).

3.7 Modification or Suspension by State or Federal Law. If a State or Federal law or regulation which is enacted after the Effective Date prevents the Parties' compliance with any of this Agreement's provisions, then that provision will be modified or suspended to the extent and for the time necessary to achieve compliance with the conflicting State or Federal law. This Agreement's remaining provisions will continue unaffected. The Parties will amend this Agreement to preserve, to the greatest extent possible, the benefits that would arise to the Parties under this Agreement but for the conflicting State or Federal law. Upon the repeal of the conflicting State or Federal law or upon the occurrence of any circumstance that removes their effect upon this Agreement, this Agreement's provisions will be automatically restored to their full original form and any amendment that the Parties may have entered into under this Section 3.7 will terminate.

3.8 Future Use of EIR. The Parties understand that the EIR is intended to be used in connection with each of the Existing Development Approvals and Subsequent Development

Approvals needed for the Project. City agrees to use the EIR in connection with the processing of any Subsequent Development Approval for projects which are consistent with the Project Description in the EIR, except as may be otherwise required by the Reservations of Authority or state or federal law, including CEQA.

3.9 Third Party Permits and Approvals and Utilities.

a. The Parties acknowledge that this Agreement does not bind any governmental agency other than City and its related or subordinate boards, commissions, and entities. City will use reasonable good faith efforts to assist Developer in obtaining all permits and approvals, at no cost to City, which are necessary for the Project, including permits, approvals and rights of way which are required for the installation of public improvements, driveways and utility connections, and utility services such as electrical, gas, water, sewer, storm drain, telephone and cable television.

b. The Parties acknowledge that, in connection with the installation of utility facilities which will be owned by private utility companies, it may lower the overall cost of the utility installation for it to be constructed by City. Upon Developer's request, City agrees to reasonably consider undertaking construction of the private utility company project, so long as Developer bears City's entire direct and indirect cost of the same.

4. PUBLIC BENEFITS.

4.1 Development Impact Fees.

a. City has adopted a Development Impact Fee program designed to offset the costs of mitigating environmental and other impacts caused by development upon public facilities and improvements. The Development Impact Fees which will be applicable to the Project shall be those existing at the time of development. Development Impact Fees shall be paid at such time as payment of such fees are due and payable in accordance with the Land Use Regulations in effect at the time of development as set forth in City fee ordinances or resolutions or policies, for the portion of the Property to which such fees apply. This Section shall not preclude City from adopting any new development impact fees in the future applicable to the Property or to other Development in the City.

b. Nothing in this Section 4.1 will limit the right of any other local, regional, state, or federal agency or district to impose upon the Project otherwise lawful fees, including non-City fees imposed by such agencies or districts and collected by City for the benefit of such agencies or district.

4.2 Credit for Construction. The Parties acknowledge and agree that in accordance with policies adopted from time to time by City, Developer may be entitled to a credit and/or reimbursement to offset Developer's Development Impact Fee obligation, as determined by City.

4.3 Fair Share Reimbursement for Offsite Improvements. The Parties acknowledge and agree that the Development Approvals may require Developer to construct offsite public improvements ("Project Offsite Public Improvements") that benefit future third party developers. City shall impose a condition of approval on future developments within the Benefitted

Development Area that benefit ("Benefited Development") from the Project Offsite Public Improvements that requires the developer of the Benefited Development to enter into a reimbursement agreement with Developer to reimburse a share of the Project Offsite Public Improvements costs actually incurred proportional to the benefit received by the Benefitted Development ("Fair Share Obligation"). The Benefitted Development Area is anticipated to be as depicted in Exhibit D. In no event shall City be responsible for the costs of the Project Offsite Public Improvements or the enforcement of the reimbursement agreement or any Fair Share Obligation.

5. PUBLIC FINANCING.

5.1 Financing. Upon either Party's written request, the Parties will meet and confer in good faith for the purposes of discussing the formation of a financing mechanism, including but not limited to a special assessment district, community facilities district, or alternate financing mechanism (collectively, a "Special District") to pay for the construction or maintenance of those public improvements required by the Development Plan. If a Special District is formed, Developer will be reimbursed from the proceeds of any debt financing issued by the Special District to the extent that Developer spends funds for the construction and/or maintenance and operation of qualified public improvements. Tax rates or assessments of the Special District may not exceed City's then-current policies regarding public financing districts.

This Section 5.1 is not a commitment by City to adopt a resolution of formation to form a Special District or to approve Special District debt financing. Developer acknowledges that the adoption and approval of a resolution of formation is a legislative act within City's unencumbered discretion. However, if City proceeds to approve a Special District, then Developer shall annex into the Special District within six (6) months of the creation of the Special District.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review.

a. The City Manager will review this Agreement annually, on or before each anniversary of the Effective Date, as required by California Government Code Section 65865.1. The purpose of the review will be to ascertain Developer's good faith compliance with the terms of this Agreement. Developer will submit an annual monitoring report ("Annual Monitoring Report"), in a form prepared and approved by the City Manager within sixty (60) days before the annual review. The Annual Monitoring Report must be accompanied by the then-current annual review and administration fee set by the City Council, which may not exceed the City's actual costs of reviewing Developer's compliance with the terms of this Agreement.

b. The City Council may order a special review of Developer's compliance with this Agreement at any time. The City Manager will conduct the special review, which will be conducted at City's sole expense.

6.2 Procedure.

a. During either a periodic review or a special review, Developer will be required to demonstrate good faith compliance with this Agreement.

b. Upon completion of a periodic review or a special review, the City Manager will submit a report to the City Council setting forth the City Manager's conclusions concerning Developer's good faith compliance with this Agreement.

c. If the City Council finds that Developer has complied in good faith with this Agreement, then the review will be concluded.

d. If the City Council makes a preliminary finding that Developer has not complied in good faith with this Agreement, then, following Notice and opportunity to cure as provided under Section 8.4, the City Council may modify or terminate this Agreement in accordance with Section 6.4 and Section 6.5.

6.3 No Waiver. Failure of City to conduct an annual review will not constitute a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor will Developer have or assert any defense to such enforcement by reason of any such failure to conduct any annual review(s).

6.4 Proceedings for Modification or Termination.

a. If Developer fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding under Section 6.2.d as required by Section 8.4, then City may proceed to modify or terminate this Agreement following the procedures set forth in this Section 6.4 and in Section 6.5. City must hold a noticed public hearing concerning the modification or termination and provide Developer with Notice of the hearing. The Notice must include the following:

i. The time and the place of hearing, which must be no less than thirty (30) days following the date of the Notice;

ii. The specific action, whether amendment or termination, which City proposes to take; and

iii. Such other information as is reasonably necessary to inform Developer of the nature of the proceeding and the facts supporting City's preliminary finding under Section 6.2.d.

6.5 Hearing on Modification or Termination. At the time and place set for the public hearing described in Section 6.4, Developer must be given an opportunity to be heard and present witnesses and evidence on its behalf. If, following the conclusion of the public hearing, the City Council finds, based upon substantial evidence in the record of the public hearing, that Developer has not complied in good faith with this Agreement, then the City Council may terminate or modify this Agreement and impose any conditions it determines are reasonably necessary to protect City's interests. The City Council's decision will be administratively final and subject to judicial review under Code of Civil Procedure Section 1094.5.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a special or periodic review, Developer is found to be in compliance with this Agreement, then, upon Developer's written request, City will issue a "Certificate of Agreement Compliance" to Developer stating that,

after the most recent periodic or special review, this Agreement remains in effect and Developer is not in default of this Agreement. The Certificate of Agreement Compliance must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate of Agreement Compliance is issued after a periodic or special review, and state the anticipated date of the next periodic review. Developer may record the Certificate of Agreement Compliance with the Los Angeles County Recorder.

6.7 No Cross-Defaults. City acknowledges that Developer may Transfer all or portions of the Property to other Persons in accordance with Section 2.4. City further acknowledges that title to all or portions of the Property may become vested in Mortgagees or a Mortgagee's successor as a result of foreclosure, or the acceptance of a deed in lieu of foreclosure, by a Mortgagee. City agrees that defaults under this Agreement by an owner of a portion of the Property will not be a default as to any other portion of the Property. In other words, a default by Developer with respect to its obligations pertaining to that portion of the Property retained by Developer following a Transfer will not constitute a default as to any Person other than Developer or permit City to exercise any remedy under this Agreement or otherwise with respect to any other portion of the Property other than that portion owned by Developer. Similarly, a default by a Transferee with respect to its obligations pertaining to the portion of the Property owned by that Transferee will not constitute Developer's default or permit City to exercise any remedy under this Agreement or otherwise as to any portion of the Property other than the portion owned by the defaulting Transferee. City agrees that, if more than one Person holds title to the Property, then the rights and obligations of the Persons holding title to the Property are the distinct and several obligations of each Person.

7. INTENTIONALLY OMITTED.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General.

a. The Parties acknowledge that neither Party would have entered into this Agreement if it were to be liable for monetary damages under this Agreement. In general, and subject to those procedural prerequisites required under the Development Agreement Law or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that neither Party will be liable in monetary damages (other than attorneys' fees under Section 12.20) to the other Party, or to any successor in interest of that Party, or to any other Person. Each Party covenants not to sue for monetary damages or claim any monetary damages related to any of the following:

i. Any breach of this Agreement or for any cause of action that arises out of this Agreement; or

ii. Any taking, impairment or restriction of any right or interest arising under this Agreement; or

iii. Any dispute regarding the application or interpretation of this Agreement.

8.2 Specific Performance.

a. The Parties acknowledge that specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement for the following reasons:

i. Money damages are unavailable against the Parties.

ii. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once Developer has begun to implement this Agreement. After such time, Developer may be precluded from other options it may have had with regard to the Property. Moreover, Developer has invested significant time and resources in the planning and processing of the Project. Developer will be investing even more time and resources in implementing the Project in reliance upon this Agreement and it is not possible to determine the sum of money that would adequately compensate Developer if City were to breach its obligations.

8.3 Release. Except for the right to recover attorneys' fees under Section 12.20, Developer, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all monetary claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, any claim or liability based upon Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any monetary liability whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

8.4 City's Termination of Agreement or Exercise of Other Remedies Upon Developer's Default. Subject to compliance with Sections 6.4 and 6.5, City may terminate or modify this Agreement upon Developer's failure to perform any material duty or obligation under this Agreement. City may terminate or modify this Agreement or exercise its other remedies only after providing Notice of default to Developer setting forth the nature of the default and the actions, if any, required to cure the default and only if Developer has failed to take the actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, then Developer must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.5 Developer's Termination of Agreement or Exercise of Other Remedies Upon City's Default. Developer may terminate this Agreement or exercise its other remedies upon City's failure to perform any material duty or obligation under this Agreement. Developer may terminate this Agreement or exercise its other remedies only after providing Notice of default to City setting forth the nature of the default and the actions, if any, required by City to cure the default and only if City has failed to take such actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, then City must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.6 Informal Resolution. During the administration and implementation of this Agreement, the Parties recognize that good faith disagreements may arise between City staff and Developer. In the event that a dispute arises, the Parties will meet and confer in a good-faith attempt to resolve the dispute.

9. THIRD PARTY LITIGATION.

9.1 Defense of Third-Party Litigation. City shall promptly notify Developer in writing of any claim, action or proceeding filed and served against City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement, including but not limited to challenges of the environmental review of the Project and this Agreement conducted pursuant to the California Environmental Quality Act. Developer and City agree to use good faith, commercially reasonable efforts to confer and cooperate with one another with respect to such third-party litigation. Developer shall defend (with legal counsel of City's selection, reasonably acceptable to Developer), indemnify and hold harmless City, its agents, officers and employees from any such claim, action or proceeding, and shall indemnify City for all costs of defense and/or judgment obtained in any such action or proceeding; provided, however, if Developer elects, in its sole discretion, not to defend the action (preferring to either allow judgment to be entered or to enter into a settlement with plaintiff(s) which declares this Agreement to be void, annulled, or which limits or restricts this Agreement), Developer shall so notify City in writing and City shall then have the option, in its sole discretion, of defending the action at its cost. In the event this Agreement, as a result of a third party challenge, is voided or annulled, or is limited or restricted such a manner that the intent and purposes of this Agreement cannot be implemented as mutually desired by the parties hereto, this Agreement shall terminate and be of no further force or effect as of the date such judgment or settlement so voids, annuls, limits, or restricts the intent and purpose of this Agreement.

9.2 Extension of Term. Anything in this Agreement to the contrary notwithstanding, the Term (and any extension thereof under Section 2.3) will automatically be extended by the number of days in the period commencing on the date of filing of any claim, action, or proceeding of the type described in Section 9.1 and ending on the date that the claim, action, or proceeding is either settled or fully and finally resolved in City's and Developer's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final, and non-appealable judgment or decision. City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

10. MORTGAGEES.

10.1 Mortgagee Protection.

a. This Agreement does not prevent or limit Developer, in its sole discretion, from encumbering the Property or any portion or any improvement thereon with any mortgage, deed of trust or other security device. City acknowledges that a Mortgagee may require Agreement interpretations and modifications. City will meet with Developer and the Mortgagee's representatives to negotiate in good faith with regard to any requested interpretation or modification. City may not unreasonably withhold its consent to any requested interpretation or modification. All Mortgagees will be entitled to the following rights and privileges:

i. Developer's breach of this Agreement will not defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value.

ii. Upon a Mortgagee's written request, City will provide a copy of any Notice of default given to Developer concurrently with the Notice to Developer. The Mortgagee will have the right, but not the obligation, to cure the default within any remaining cure period allowed Developer under this Agreement.

iii. Any Mortgagee who comes into possession of the Property or any portion of it pursuant to foreclosure of the Mortgagee's security instrument or its acceptance of a deed in lieu of foreclosure will take the Property or portion subject to this Agreement. Any other provision of this Agreement to the contrary notwithstanding, no Mortgagee will have any obligation to perform any of Developer's obligations or to guarantee their performance. However, if any of Developer's obligations are conditions precedent to City's obligations, then Developer's obligations will continue to be conditions precedent to City's performance of its obligations.

11. INSURANCE; INDEMNIFICATION.

11.1 Insurance.

a. Types of Insurance.

i. Public Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least Four Million Dollars ($4,000,000) per occurrence for bodily injury, death or property damage combined for any one accident or occurrence. The Four Million Dollars ($4,000,000) in commercial general public liability insurance shall consist of One Million Dollars ($1,000,000) in Primary insurance coverage, and Three Million Dollars ($3,000,000) in Umbrella insurance coverage. The aforementioned limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

ii. Builder's Risk Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall procure and shall maintain in force, or caused to be maintained in force, "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with the replacement cost value of the Project, or on a project by project basis.

iii. Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

iv. Other Insurance. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City (to the extent applicable) and Developer.

v. Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence (excepting willful and intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured or loss payee on all policies of insurance (other than Workers' Compensation) required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on anticipated use, activities, and conditions of the Property. In the event the City's Risk Manager reasonably determines that a new or unreasonable use, activity, or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements above, Developer agrees that the minimum limits of the insurance policies required by this Section 11.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Manager of City within twenty (20) days of receipt of notice from the City's Risk Manager.

vi. Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(A) For insurance required above, within thirty (30 days) after the Effective Date.

(B) For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or replacement of the existing policy.

(C) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

11.2 Indemnification.

a. General. Each Party shall indemnify the other Party and its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities by any or all of the indemnifying Party or its agents, employees, or contractors (including subcontractors), upon the Property and relating to this Agreement;

i. The indemnifying Party will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

ii. The indemnifying Party will promptly pay any judgment rendered against the indemnified Party or its officers, agents, or employees for any such claims or liabilities arising out of or in connection with its foregoing indemnity and will save and hold the indemnified Party, its officers, agents, and employees harmless from any failure to so pay any such judgment.

iii. In the event the indemnified Party, its officers, agents, or employees is made a party to the action or proceeding filed or prosecuted against for such damages or other claims arising out of or in connection with the work, operations, or activities of the indemnifying Party under this Agreement, the indemnifying Party agrees to pay the indemnified Party, its officers, agents, or employees any and all reasonable out-of-pocket costs and expenses actually incurred by the indemnified Party, its officers, agents, or employees in such action or proceeding, including by not limited to reasonable legal costs and attorneys' fees.

b. Exceptions. The indemnities and releases of this Section 11.2 shall not include claims or liabilities to the extent and degree arising from the negligence or willful misconduct of any or all of the indemnified Party and its officers, agents and employees.

c. Loss and Damage. Except as otherwise set forth in this Agreement, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as otherwise set forth in this Agreement, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

d. Period of Indemnification. The obligations for indemnity under this Section 11.2 shall begin upon the Effective Date and shall terminate upon termination of this Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter. In all events, however, these indemnity obligations shall expire on the fifth (5th) anniversary of the termination date of this Agreement, except that the indemnities shall survive beyond that date with respect to any claims pending at the expiration date for which timely and proper submission has occurred pursuant to the applicable indemnity provisions.

e. Waiver of Subrogation. Each Party agrees that it shall not make any claim against, or seek to recover from other Party or its agents, servants, or employees, for any loss or damage to the Party or to any person or property, except as specifically provided hereunder and each Party shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against the other Party, its agents and employees.

12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment or cancellation of it will be recorded with the Los Angeles County Recorder by City Clerk in accordance with Government Code Section 65868.5.

12.2 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Parole evidence will not be admissible to interpret this Agreement.

12.3 Estoppel Certificates. Within ten (10) days following a Party's written request, and at no cost to the requesting Party, the other Party will certify in writing that, to its knowledge:

a. This Agreement is in full force and effect and is binding upon the certifying Party.

b. This Agreement has not been amended or modified, except as expressly described in the estoppel certificate.

c. The requesting Party is not in default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as expressly described in the estoppel certificate.

12.4 Survivorship. The respective rights and obligations provided by Section 4.3 – Fair Share Reimbursement of Offsite Improvements – shall survive the expiration or other termination of this Agreement in order to carry out the intentions of the Parties under this Agreement.

12.5 Severability. Every provision of this Agreement is a separate and independent covenant. If any provision is, or the application of the provision in certain circumstances is, to any extent, found to be invalid or unenforceable for any reason whatsoever, then the remainder of this Agreement, or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected. The Parties will negotiate in good faith any amendments or operating memoranda necessary to cure any invalidity or unenforceability.

12.6 Interpretation and Governing Law. This Agreement and any dispute concerning it will be governed and interpreted in accordance with California's procedural and substantive laws, without regard to its conflicts of laws principles. This Agreement will be construed as a whole according to its fair language and common meaning. The rule of construction that ambiguities in a document are to be resolved against the drafting party may not be employed in interpreting this

Agreement. Each Party acknowledges that it was represented by counsel in this Agreement's negotiation and preparation.

12.7 Section Headings. All section headings and subheadings are inserted for convenience only and do not affect this Agreement's construction or interpretation.

12.8 Singular and Plural. The singular of any word includes the plural.

12.9 Including. Unless the context requires otherwise, the term "including" means "including, but not limited to."

12.10 Time of Essence. Time is of the essence as to the performance of any obligation as to which time is an element.

12.11 Calendar Periods. All references to "years", "quarters", "months" and "days" are references to calendar years, quarters, months and days.

12.12 Waiver. A Party's failure on any one or more occasions to insist upon strict compliance by the other Party, or a Party's failure on any one or more occasions to exercise its rights upon the other Party's default, is not a waiver of that Party's right to demand strict compliance by the other Party on any future occasion.

12.13 No Third-Party Beneficiaries. This Agreement is entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as provided in Section 9, no other person or entity has any right of action based upon this Agreement.

12.14 Permitted Delays. Neither Party will be in default of an obligation if that Party's inability to perform or delay in performing that obligation is caused by a Permitted Delay.

12.15 Successors in Interest. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties' permitted successors in interest. All provisions are enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act with regard to the Development of the Property:

a. Is for the benefit of and is a burden upon all portions of the Property.

b. Runs with the Property and all portions.

c. Is binding upon each Party and its successors in interest during the term of that Party's or its successors' ownership of the Property or any portion.

12.16 Counterparts. This Agreement will be executed in three (3) counterparts, which will be construed together and have the same effect as if the Parties had executed the same instrument.

12.17 Jurisdiction and Venue. All legal actions and proceedings to enforce or interpret this Agreement must be filed and tried in Los Angeles County Superior Court or other legally appropriate court and venue.

12.18 Project as a Private Undertaking. The Project is a private development and neither Party is acting as the agent of the other in any respect. Each Party is an independent contracting entity with respect to this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property by a private party.

12.19 Further Actions and Instruments. Each Party must cooperate with the other and provide reasonable assistance to the other in the performance of the other Party's obligations. Upon a Party's request, the other Party must promptly execute (with notary acknowledgment if required) those instruments, and take any reasonable actions, necessary to evidence or consummate the transactions expressly described, or which are a logical extension of the transactions described, in this Agreement.

12.20 Eminent Domain. No provision of this Agreement expands, limits, or restricts City's exercise of its eminent domain powers.

12.21 Attorneys' Fees. If either Party files any action or brings any action or proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover as an element of its costs of suit and not as damages its costs of suit, expert fees, consultant costs, and reasonable attorneys' fees as fixed by the Court.

12.22 Authority to Execute. Each natural person executing this Agreement on behalf of a Party represents that he or she has the authority to execute this Agreement on behalf of that Party and that he or she has the authority to bind that Party to this Agreement.

[*Signature pages follow*]

SIGNATURE PAGE

TO

ANTELOPE VALLEY COMMERCE CENTER PHASE I DEVELOPMENT AGREEMENT

"CITY"

CITY OF PALMDALE,
a California charter city and municipal corporation

By: _____
Its: _____
Name: _____

SIGNATURE PAGE

TO

ANTELOPE VALLEY COMMERCE CENTER PHASE I DEVELOPMENT AGREEMENT

"DEVELOPER"

Covington Investments, LLC,
a Nevada limited liability company

By: _____
Its: _____
Name: _____

EXHIBIT A

TO

ANTELOPE VALLEY COMMERCE CENTER DEVELOPMENT AGREEMENT

Legal Description of Property

[INSERT LEGAL DESCRIPTION]

LEGAL DESCRIPTION

PARCEL 1 THROUGH PARCEL 15, OF TENTATIVE PARCEL MAP NO. 83738

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

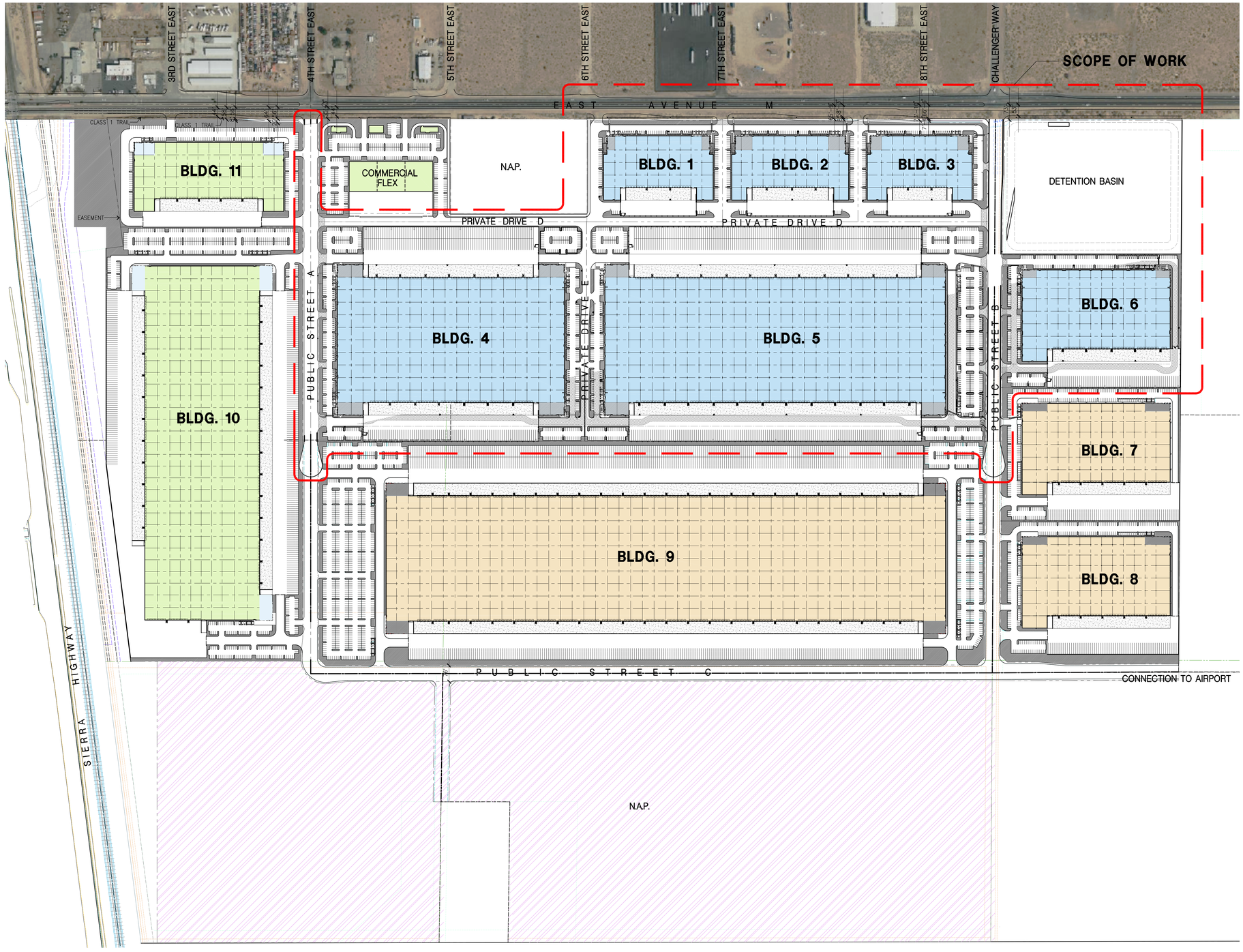
EXHIBIT B

TO

ANTELOPE VALLEY COMMERCE CENTER DEVELOPMENT AGREEMENT

Site Plan

[INSERT SITE PLAN]



MASTER SITE PLAN

scale: 1" = 200'-0" (A)

SCALE: 1" = 200'-0"

0 200' 400' 600'

TRUE NORTH

Legend

- POTENTIAL OFFICE
- PHASE I
- PHASE II
- PHASE III
- PHASE IV

HPA architecture

hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

Owner:

COVINGTON DEVELOPMENT PARTNERS

Project:

ANTELOPE VALLEY COMMERCE CENTER

PALMDALE, CA

Consultants:

CIVIL	WESTLAND
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: PHASING PLAN

Project Number:	20475
Drawn by:	Y.G.
Date:	5/12/23
Revision:	

Sheet:

DAB-A1.0

EXHIBIT C

TO

ANTELOPE VALLEY COMMERCE CENTER DEVELOPMENT AGREEMENT

Purchase and Sale Agreement

[INSERT PSA]

PURCHASE AND SALE AGREEMENT

By and Between

THE CITY OF PALMDALE,
a municipal corporation

City,

and

COVINGTON INVESTMENTS, LLC

Purchaser

Agreement No. A-7575

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PURCHASE AND SALE AGREEMENT

(AGREEMENT NO. A-7575)

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**"), dated as of October 21, 2021, is entered into by and between THE CITY OF PALMDALE, a municipal corporation ("**City**") and COVINGTON INVESTMENTS, LLC, a Nevada limited liability company ("**Purchaser**"). City and Purchaser agree as follows:

ARTICLE I. SUBJECT OF AGREEMENT

Section 101 Purpose of Agreement

This Agreement constitutes an agreement by which the City agrees to sell to Purchaser and Purchaser agrees to purchase, on the terms and conditions hereinafter set forth, the Property described in Section 103 below, and to develop the Project, as hereinafter defined. The sale to Purchaser of the Property and the development of the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the best interests of the City of Palmdale and the welfare of its residents, and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements under which the Project is being undertaken.

Section 102 Definitions

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

"Agreement" means this Purchase and Sale Agreement and all attachments hereto.

"Anti-Terrorism Laws" means all laws relating to terrorism or money laundering, including, without limitation, the Currency and Foreign Transactions Reporting Act of 1970, Pub. L. No. 91-508, 84 Stat. 1305 (1970), as amended from time to time.

"**Broker's Commission**" means the commission to be paid to Craig Peters and Richard Ramirez at CBRE, Inc. at the Close of Escrow pursuant to Section 207 of this Agreement, in an amount equal to Three Hundred and Thirty-Two Thousand Two Hundred and Sixty-Eight Dollars ($332,268.00) calculated on the basis of 3.53% of the Purchase Price or as adjusted at the time of closing.

"**City**" means the City of Palmdale, California, a municipal corporation organized and existing under the Constitution of the State of California. The principal office of the City is located at 38300 Sierra Highway, Palmdale, California 93550. "City" as used in this Agreement includes the City of Palmdale, California and any assignee of or successor to its rights, powers and responsibilities.

"**Closing Date**" means a date that is sixty (60) days after the satisfaction or waiver of all conditions to closing but not later than twenty-six (26) months after the Effective Date, unless the Closing Date is extended in writing as set forth in this Agreement or pursuant to the Enforced Delay provisions set forth in Section 510 of this Agreement.

"**Close of Escrow**" means the date the Grant Deed is recorded in the official records of Los Angeles County in conformance with this Agreement.

"**Closing Documents**" mean this Agreement, the Grant Deed, and the Environmental Indemnity.

"**Completion**" means the point in time when all of the following shall have occurred: (1) issuance of a certificate of occupancy by the City; (2) recordation of a Notice of Completion by Purchaser or its contractor; (3) certification by the Purchaser's architect that the improvements (with the exception of minor "punch list" items) have been completed in a good and workmanlike manner and substantially in accordance with the City approved plans and specifications; and (4) any mechanic's liens that have been recorded or stop notices that have been delivered have been paid, settled or otherwise extinguished, discharged, released, waived, bonded around or insured against.

"**Due Diligence Commencement Date**" means the date which is the Effective Date of this Agreement.

"**Due Diligence Documents**" means studies, reports, records, correspondence and other written materials regarding the Property that are to the actual knowledge of the City in the City's possession (which for purposes of this definition shall be deemed the knowledge of the City Manager and/or Director of Public Works or the staff thereof).

"**Due Diligence Period**" means the ninety (90) day period beginning on the Due Diligence Commencement Date, during which time Purchaser may conduct the investigations described in Section 106 and 203 of this Agreement.

"**Entitlements**" means all land-use development approvals necessary to permit development of the Property and the Project, and includes all such required from the City or any other state or federal agency.

"**Environmental Indemnity**" means the indemnity by Purchaser for the benefit of the City of Palmdale, substantially in the form of the Environmental Indemnity attached to this Agreement as Attachment No. 5.

"**Escrow Agent**" means Chicago Title Company or another escrow company mutually satisfactory to the parties.

"**Good Faith Deposit**" means a deposit by Purchaser in the amount of Two Hundred and Fifty Thousand Dollars ($250,000) paid to City in accordance with Section 204 of this Agreement, and the Additional Deposit to be paid to City in accordance with Section 204 of this Agreement.

"**Grant Deed**" means the grant deed substantially in the form attached hereto as Attachment No. 4, conveying the Property to Purchaser.

"**Hazardous Materials**", "**Hazardous Substances**" or "**Hazardous Materials or Substances**" means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any laws as a "hazardous waste", "extremely hazardous substance", "extremely hazardous waste", "acutely hazardous waste", "hazardous substance", "hazardous material", "radioactive waste", "infectious waste",

"biohazardous waste", "pollutant", "toxic pollutant", "contaminant" or "toxic substance," as well as any formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity," or "RCLP toxicity"; (ii) petroleum, natural gas, natural gas liquids, liquified natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other waters associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (iii) "hazardous substance" as defined in Section 25281 (f) of the California Health and Safety Code; (iv) "waste" as defined in Section 13050(d) of the California Water Code; (v) asbestos in any form; (vi) urea formaldehyde foam insulation; (vii) polychlorinated biphenyl ("PCBs"); (viii) radon; and (ix) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is limited or regulated for health and safety reasons by any governmental authority, or which poses a significant present or potential hazard to human and safety or of the environment if released into the work place or the environment.

"**Legal Description**" means the legal description of the Property, attached hereto as Attachment No. 2.

"Permitted Transfer" means any of the following:

a. A sale, transfer, conveyance or assignment of this Agreement or the Property to an entity which is an affiliate of Covington Investments, LLC and is owned and controlled by Covington Investments, LLC and/or the Persons owning and controlling Covington Investments, LLC, provided that the City has received and approved entity formation documents confirming the direct ownership and control of Covington Investments, LLC of such entity and has received a certificate from the California Secretary of State that such entity is in good standing to conduct business in the State of California, and the affiliate entity has assumed, in a written instrument reasonably approved by the City, all of Purchaser's obligations under this Agreement; or

b. The addition of investors to Purchaser so long as such Purchaser continues to be owned and controlled by the same Persons, the investor is not a Prohibited Person, and the addition of such investor would not otherwise violate Anti-Terrorism Laws; or

c. The conveyance or dedication of any portion of the Property to the City of Palmdale or other appropriate governmental agency, or the granting of easements or permits, reasonably necessary to facilitate the development of the Project; or

d. The conveyance of a security interest in the Property or any portion thereof or interest therein the proceeds of which are used for financing the development of the Project as all or part of the Evidence of Financing approved by the City pursuant to Section 217 of this Agreement; or

e. The leasing for occupancy of any improvements constructed on the Property.

f. The sale of any completed building to a third party end user, following the Completion of construction.

g. The conveyance of a portion of the Property to a third party end user/occupant in connection with a transaction whereby Purchaser is obligated to construct a building after the land sale, provided Purchaser and the end user/occupant execute an assignment and assumption agreement, in a form reasonably acceptable to the City, as to the portion of the property conveyed.

"**Person**" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, domestic or foreign.

"**Preliminary Report**" means a preliminary title report for the Property prepared by Chicago Title Company and copies of underlying documents and plotted easements.

"**Prohibited Person**" means any of the following:

a. a Person that is listed in or is otherwise subject to the prohibitions of, any Executive Order relating to money laundering or anti-terrorism;

b. a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in or is otherwise subject to the prohibitions of, any Executive Order relating to money laundering or anti-terrorism;

c. a person or entity with whom Purchaser is prohibited from dealing or otherwise engaging in any transaction by Anti-Terrorism Laws;

d. a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control of the U.S. Treasury Department.

"**Project**" means Purchaser's construction, development and operation of the public and private improvements described in this Agreement, the attached Scope of Development (Attachment No. 6 of this Agreement) and a specific plan and other plans approved by the City in connection with Purchaser's applications for Entitlements and construction permits, to be located both on the Property and off-site as required for the development of the Property.

"**Property**" means the real property described in Section 103.

"**Purchase Price**" means the monetary purchase price for the Property in the amount of Nine Million Four hundred and Eight Thousand Nine Hundred and Sixty Dollars ($9,408,960.00). The Purchase Price has been calculated based on a purchase price of Two Dollars and Twenty-Five Cents ($2.25) per square foot and the Property being ninety-six (96) acres in size. City and Purchaser agree to adjust the Purchase Price prior to Close of Escrow in the event and to the extent the Property is determined to be larger or smaller in size by a survey approved by City and Purchaser.

"**Purchaser**" means Covington Investments, LLC, a Nevada limited liability company, and includes any successors or assigns of Purchaser as permitted by this Agreement and first approved

in writing by the City. The principal address of the Purchaser is 14180 Dallas Parkway, Suite 730, Dallas, Texas 75254.

"**Purchaser's Title Policy**" means a CLTA standard coverage owner's policy of title insurance to be issued to Purchaser in the amount of the Purchase Price, as provided in Section 214 of this Agreement.

"**Right of Entry**" means the Right of Entry granted to Purchaser under the terms of Section 203 of this Agreement.

"**Site Map**" means the document attached to this Agreement as Attachment No. 1.

"**Title Company**" means Chicago Title Company or another title company mutually agreed upon by the parties for the recording of the Grant Deed and issuance of the Purchaser Title Policy.

Section 103 Description of the Property

The real property to which this Agreement relates is designated as the Property on the "Site Map" and is described in the "Legal Description" attached hereto as Attachment No. 1 and Attachment No. 2, respectively ("Property"). The Property is located at the southeast corner of Sierra Highway and East Avenue M in the City of Palmdale and is approximately 96 gross acres of unimproved real property. The City owns fee title to the Property.

Section 104 Change in Ownership, Management and Control of Purchaser; Transfer of Agreement

1. Purchaser represents and agrees that its purchase of the Property and other undertakings pursuant to this Agreement are for the purpose of, and will be used for, development of the Project on the Property in accordance with the requirements and within the times set forth in this Agreement and not for speculation in landholding.

2. Purchaser recognizes that its qualifications and identity are of particular concern to the community and the City. Purchaser further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with Purchaser. Accordingly, no voluntary or involuntary successor in interest of Purchaser will acquire any rights or powers under this Agreement except as expressly set forth herein.

3. Purchaser must promptly notify the City of any and all changes whatsoever in the identity of the parties in control of Purchaser, or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

4. Until the development of the Property has been Completed and City has issued the Release of Construction Covenants for the Property, or a Partial Release of Construction Covenants for the portion of the Property involved, and except for a Permitted Transfer, Purchaser may not assign or attempt to assign all or any part of this Agreement or any right hereunder or make or attempt to make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Property or the improvements thereon or any interest therein, without the prior written consent of the City, which the City agrees to grant if, in its reasonable judgment, the proposed transferee possesses the financial capability and development experience to assure

completion of construction of the Property in accordance with the provisions and attachments of this Agreement and within the time frames set forth in the Schedule of Performance (Attachment No. 3). There shall be submitted to City for review all instruments and other legal documents proposed to effectuate any such transfer to confirm compliance with the requirements of this Section 104. The approved transferee must assume, in a written instrument reasonably approved by the City, all of Purchaser's obligations under this Agreement with respect to the Property.

5. In the absence of the City's prior written consent, no sale, transfer, conveyance or assignment of this Agreement or the Property shall be deemed to relieve Purchaser from any obligations under this Agreement.

6. Notwithstanding anything to the contrary set forth in this Section 104, the requirement for the City's written consent shall not apply to a Permitted Transfer. In the case of any proposed Permitted Transfer, as defined in Section 102 of this Agreement, Purchaser shall submit to the City Manager or designee documentation reasonably demonstrating that the proposed assignment or transfer complies with the standards for a Permitted Transfer described in the definition of the term "Permitted Transfer" in Section 102 of this Agreement. Upon receipt of such documentation, City Manager or designee shall confirm to Purchaser and the proposed assignee or transferee in writing within ten calendar days of such request that such transfer complies with the standards set forth in the respective provisions of this Agreement. Notwithstanding the foregoing, no such notice or supporting documentation shall be required for any lease for occupancy of a unit at the Project.

Section 105 Public Disclosure

Purchaser acknowledges and agrees that the City may hold noticed public meetings prior to their approval of this Agreement and may make this Agreement available to the public. Purchaser further acknowledges that the City cannot assure the confidentiality of this Agreement or of documents or information submitted to it under this Agreement, as such documents and information may be subject to disclosure under the California Public Records Act, the Brown Act, or other state or federal law.

Section 106 Due Diligence Period

During the Due Diligence Period, Purchaser may, at its sole cost and expense, inspect the Property pursuant to a Right of Entry issued by the City pursuant to Section 203 of this Agreement to determine the Property's suitability for the Project, including, without limitation, whether the physical condition of the Property (e.g., environmental, geotechnical analyses) is suitable for the Purchaser's intended use. Under the Right of Entry, the Purchaser will have inspection rights and access to and entry upon the entire Property, including the ability to commence its geotechnical evaluation of the Property.

To facilitate Purchaser's due diligence investigation, Seller will furnish the Due Diligence Documents to Purchaser within fifteen (15) days after the Effective Date,

Before the expiration of the Due Diligence Period, Purchaser must notify the City in writing whether the Purchaser has approved or disapproved the results of its investigation, such approval or disapproval to be given or withheld in Purchaser's sole and absolute discretion. If Purchaser

disapproves the results of the investigation, such disapproval will terminate this Agreement, in which case the parties will have no further obligations to the other under this Agreement and the Good Faith Deposit will be released to Purchaser. If Purchaser approves the results of its investigations, this Agreement will remain in full force and effect, and the parties hereto will have all of the rights and obligations as set forth herein. Purchaser's failure to notify the City of its approval or disapproval before expiration of the Due Diligence Period will be deemed disapproval hereunder.

ARTICLE II. SALE OF THE PROPERTY TO PURCHASER

Section 201 Agreement to Purchase and Sell

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Purchaser for the Purchase Price, and Purchaser agrees to purchase the Property from the City and develop the Project in accordance with all of the terms and conditions set forth in this Agreement.

Section 202 As-Is Condition of Property

Purchaser expressly acknowledges and agrees, and represents and warrants to the City, that Purchaser is purchasing the Property "AS IS, WHERE IS", and "WITH ALL FAULTS", after such inspection, analysis, examination and investigation that Purchaser cares to make and expressly without City's covenant, warranty or representation as to physical condition, title, zoning or other regulation, compliance with law, suitability for particular purposes or any other matter whatsoever. City has no obligation to make repairs, replacements or improvements to the Property, or to pay any fees, costs or expenses related to the Property. Purchaser acknowledges and agrees that neither City, nor any of City's agents, contractors, consultants, attorneys or representatives have made or make, and specifically negate and disclaim, and Purchaser is not relying on, any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, except as expressly set forth in this Agreement, whether express or implied, oral or written, past, present or future, concerning or with respect to the Property, including, but not limited to, (a) the value of the Property; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, including the possibilities for development of the Property; (d) the habitability, marketability, merchantability, profitability or fitness for a particular purpose of the Property; (e) the manner, quality, state of repair or lack of repair of the Property; (f) the nature, quality or condition of the Property, including without limitation, soils and geology; (g) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (h) compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including but not limited to, Title III of the Americans with Disabilities Act of 1990, California Health and Safety Code, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the U.S. Environmental Protection Agency regulations at 40 CFR part 261, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Resources Conservation and Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act and the Toxic Substance Control Act, as any of the foregoing may be amended from time to time and regulations promulgated under any of the foregoing from time to time; (i)

the presence or absence of Hazardous Materials at, on, under, or adjacent to the Property; (j) the content, completeness or accuracy of the Preliminary Report; (k) the conformity of the Property to past, current or future applicable zoning or building requirements; (l) deficiency of any drainage or undershoring; (m) that the Property may be located on or near earthquake faults; (xiv) the existence or non-existence of land use, zoning or building entitlements affecting the Property; (n) the land use status of the Property, including, but not limited to, general plan status, specific plan status, zoning status, subdivision status under the California Subdivision Map Act or the subdivision ordinances of the City or any other Entitlements; (o) the applicability of the Federal or California endangered species acts and the existence of any species protected thereunder; (p) any non-compliance of the Property or any improvements thereon with California Civil Code Sections 895, et seq.; or (q) any other matter. Purchaser further acknowledges and agrees that, having been given the opportunity to inspect the Property and obtain and examine such information and documentation affecting the Property as Purchaser deems necessary or appropriate, Purchaser is relying solely on its own investigations and review, and not on any information provided or to be provided by City. Purchaser acknowledges and agrees that, it has adequate opportunity during the Due Diligence Period to conduct such surveys and to make such inspection of the Property as Purchaser, in its discretion, deems necessary or advisable as a condition precedent to Purchaser's purchase of the Property and to determine the characteristics listed in this paragraph and all other aspects of the Property. If the condition of the Property is not in all respects entirely suitable for the use or uses to which the Property will be put, then it is Purchaser's sole responsibility and obligation to place the Property in all respects in a condition entirely suitable for the development thereof, solely at Purchaser's cost and expense.

Nothing in this Agreement will obligate the City to approve any amendments to the City's General Plan, the Specific Plan, or zoning ordinances, which amendments must be processed in the manner required by the City, subject to the discretionary approval of the City.

Section 203 Right of Entry

1. Purchaser and representatives of Purchaser will have the right of access to and entry upon the Property ("**Right of Entry**") at all reasonable times for the purpose of inspecting the condition of the Property and obtaining data and making surveys and tests necessary to implement this Agreement, including, but not limited to, soil borings, percolation tests, test pits, environmental studies, water pressure tests, surveys and other related investigations, all at the sole cost and expense of Purchaser.

2. Single limit liability insurance in an amount not less than One Million Dollars ($1,000,000) in a form acceptable to the City must be provided prior and as a condition precedent to Purchaser's entry onto the Property. Said insurance must name the City, and its respective officers, employees, agents and contractors as additional insureds. Purchaser's right to enter the Property will not commence until, and will be conditioned upon, Purchaser's delivery to the City of a Certificate of Insurance and additional insured endorsement, demonstrating that the insurance required by this paragraph is in effect.

3. Purchaser hereby releases and agrees to protect, defend, hold harmless and indemnify the City, and its officers, employees, agents and contractors from and against all demands, claims, injury, liability, loss, damage, cost and expense, however caused (including all

costs and reasonable attorney's fees incurred in defending any claim), arising from Purchaser's activities on the Property in connection with this Right of Entry.

4. Purchaser must keep the Property free from all encumbrances and liens of whatever nature involved in its activities on the Property prior to Close of Escrow. Purchaser will defend, indemnify and hold harmless the City from any and all such encumbrances and/or liens (including all costs and attorney's fees in defending any claim or liability in any way connected with Purchaser or any affiliate of Purchaser to pay any person(s) referred to in Section 3181 of the California Civil Code or under any other applicable law, which claim or liability may be instituted or filed against the Property.

5. In the event of termination of this Agreement pursuant to Section 409 or Section 410 below, or upon the expiration or termination of any Right of Entry, Purchaser shall promptly and diligently restore (to the satisfaction of the City) the Property to a condition comparable to that existing as of the date of this Agreement and leave the Property in a safe, neat and protected condition. If Purchaser fails to leave the Property in such condition when so required, the City may (but is not required to) put the Property in such condition and charge Purchaser the reasonable third-party costs incurred for such work to Purchaser. Purchaser will pay all costs, direct and indirect, related to such work, within fifteen (15) days after submission of a written invoice therefore, itemizing the work performed by the City. Paragraphs 3 through 5 of this Section 203 will survive the termination of this Agreement.

Section 204 Good Faith Deposit

Purchaser will, within three (3) calendar days of the execution of the Agreement by the City ("Effective Date"), pay to the City a cash deposit of $250,000.00 (the "Good Faith Deposit"). The Good Faith Deposit will remain refundable until the expiration of the Due Diligence Period. Upon the expiration of the Due Diligence Period without disapproval of the Project by the Purchaser and termination of this Agreement, the City shall deposit the Good Faith Deposit into the Escrow upon opening of such Escrow in accordance with this Agreement. The Good Faith Deposit shall be credited in favor of Purchaser against the Purchase Price at the Close of Escrow. After the Due Diligence Period, the Good Faith Deposit will be non-refundable to Purchaser unless (i) Purchaser terminates the Agreement for an inability to obtain the Entitlements despite the good faith and diligent efforts of Purchaser, or (ii) following an uncured City default (subject to provisions to be set forth in this Agreement). Within two (2) business days after Purchaser receives notice from the City to the effect that the Entitlements for the Project are final, Purchaser will deposit with Escrow Agent an additional cash deposit of $750,000.00 (the "Additional Deposit"), which Additional Deposit will be credited in favor of Purchaser against the Purchase Price at the Close of Escrow. For purposes of the preceding sentence, the Entitlements shall be considered final 90 days after the date of the final discretionary approval necessary for the Project, if no lawsuit, challenge, appeal, or referendum challenging any of the Entitlements has been filed, or the date that the final remaining such lawsuit, challenge, appeal, or referendum is defeated, voted down, disapproved, overturned, withdrawn, dismissed or resolved on a non-appealable, non-challengeable and non-revocable basis unconditionally upholding the Entitlements. The Additional Deposit will be non-refundable to Purchaser except in the case of an uncured City default (subject to provisions to be set forth in this Agreement). The City shall be under no

obligation to earn interest on the Good Faith Deposit and/or the Additional Deposit, but any interest earned shall be added to and become a part of the Good Faith Deposit or Additional Deposit as applicable.

Section 205 Conditions Precedent to Sale of Property

The following are conditions precedent to the parties' obligation to close the hereinafter defined Escrow and transfer the Property to Purchaser:

1. City Closing Conditions. The City at its option may terminate this Agreement if any condition or obligation set forth below is not satisfied or waived in writing by the City within the times required by this Agreement:

a. Purchaser shall have submitted the Evidence of Financing required by Section 217 of this Agreement to the City Manager or designee within the time frame set forth in the Schedule of Performance (Attachment No. 3) and the City Manager or designee shall have approved the Evidence of Financing;

b. Purchaser shall have obtained approval of the Entitlements required for development of the Project on the Property from the City;

c. All environmental actions and approvals required by law for the Project, including all actions and approvals required by California's Environmental Quality Act, will have been granted;

d. Purchaser shall have deposited the balance of the Purchase Price in immediately available funds into Escrow;

e. Purchaser shall have executed, in recordable form where applicable, and deposited with the City or into Escrow the Closing Documents;

f. The deposit into Escrow of all other documents reasonably required for the Close of Escrow contemplated by this Agreement;

g. Purchaser will have deposited into Escrow Purchaser's share of Closing Costs as provided in paragraph 3 of Section 206 below;

h. Each of Purchaser's representations and warranties set forth in Section 508 shall be true and correct in all material respects as of the Closing Date;

i. The City will have approved the settlement statement prepared by Escrow Agent; and

j. Purchaser will not be in default hereunder, nor will there by any event or occurrence which with the passage of time or giving of notice or both would constitute such a default by the Purchaser.

2. Purchaser Closing Conditions. Purchaser at its option may terminate this Agreement if any condition set forth below is not satisfied or waived in writing by Purchaser within the times required by this Agreement:

a. The City will have signed and deposited into Escrow the Grant Deed in recordable form;

b. Purchaser will have obtained approval of the Entitlements required for development of the Project on the Property from the City;

c. The Title Company is prepared to issue the Purchaser Title Policy;

d. All environmental actions and approvals required by law for the Project, including all actions and approvals required by California's Environmental Quality Act, will have been granted;

e. The deposit into Escrow by City of all other documents reasonably required for the Close of Escrow contemplated by this Agreement;

f. The City shall have deposited into Escrow the City's share of Closing Costs as provided in paragraph 4 of Section 206 below;

g. Each of City's representations and warranties set forth in Section 509 shall be true and correct in all material respects as of the Closing Date;

h. Purchaser will have approved the settlement statement prepared by Escrow Agent; and

i. The City shall not be in default hereunder, nor shall there by any event or occurrence which with the passage of time or giving of notice or both would constitute such a default by the City.

Section 206 Escrow

1. Escrow Opening and Escrow Instruction. The City and Purchaser agree to open an escrow ("**Escrow**") for the sale of the Property with the Escrow Agent, not later than the date required by the Schedule of Performance. This ARTICLE II constitutes the joint escrow instructions of City and Purchaser with respect to the disposition of the Property, and a duplicate original of this Agreement will be delivered to the Escrow Agent upon the opening of Escrow hereunder. The City and Purchaser will provide additional escrow instructions mutually agreeable to both parties as may be necessary and consistent with this Agreement. The Escrow Agent is hereby empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this ARTICLE II in writing, will carry out its duties as Escrow Agent hereunder.

2. Recordable Instruments. Prior to the Close of Escrow, City and Purchaser will execute and deliver to the Escrow Agent all documents required to be recorded hereunder, including but not limited to the Grant Deed and other recordable Closing Documents. The Escrow Agent will record such documents in accordance with these escrow instructions, and will buy, affix and cancel any transfer stamps required by applicable law, and pay any transfer tax required by law. Any insurance policies covering the Property or parts thereof are not to be transferred.

3. Purchaser's Escrow Expenses. The Purchaser will pay in Escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Purchaser of the amount of such fees, charges, and costs, but not earlier than five (5) days prior to the Closing Date for the Close of Escrow:

a. One-half (1/2) of the Escrow Agent's customary charges for document drafting, recording, and miscellaneous charges;

b. The additional cost to obtain an extended coverage Owner's Policy of title insurance and any additional endorsements desired by Purchaser; and

c. Any required prorations of taxes, if applicable, from the time of the conveyance of title.

4. City's Escrow Expenses. The City will pay the following fees, charges and costs promptly after the Escrow Agent has notified the City of the amount of such fees, charges and costs, but not earlier than five (5) days prior to the Closing Date for the Close of Escrow:

a. One-half (1/2) of the Escrow Agent's customary charges for document drafting, recording, and miscellaneous charges;

b. The cost of recording the Grant Deed and all other Closing Documents recorded at the Close of Escrow;

c. Any State, County, or City documentary stamps or transfer tax imposed in connection with the recording of the Grant Deed;

d. The cost of the Purchaser Title Policy;

e. Costs necessary to place the title in the condition for conveyance required by this Agreement; and

f. Ad valorem taxes, if any, for any time prior to conveyance of title.

5. Deposit of Closing Documents. The City and Purchaser will timely and properly execute, acknowledge and deliver to Escrow the recordable Closing Documents and such other instruments as are reasonably necessary to close Escrow in accordance with the terms of this ARTICLE II.

6. Escrow Agent Obligations. The Escrow Agent is authorized, after all conditions to Close of Escrow are satisfied, to:

a. Pay, and charge the City and the Purchaser respectively, for any fees, charges and costs payable under this Section 206. The Escrow Agent shall notify the City and Purchaser of the fees, charges and costs as early as possible;

b. When the conditions of the Escrow have been fulfilled by the City and Purchaser and the Escrow Agent has received authorization to close from all parties to this transaction, disburse funds deposited into Escrow to the parties entitled thereto, in accordance with a settlement statement approved by City and Purchaser, including without limitation provisions for the payment of the Broker's Commission required by Section 207 of this Agreement, and record and cause to be delivered the recordable documents to the parties entitled thereto.

7. Escrow Account. All funds deposited into this Escrow shall be held by the Escrow Agent with other escrow funds of the Escrow Agent in an interest-bearing general escrow account or accounts with any state or national bank acceptable to Purchaser and City doing business in the State of California, with interest accruing for the benefit of the depositing party. Such funds may

be transferred to any other such general escrow account or accounts upon similar conditions. All disbursements shall be made on the basis of a thirty (30) day month.

8. Termination of Escrow.

a. If this Escrow is not in condition to close by the Closing Date either party who has fully performed the acts to be performed by it before the conveyance of title may, in writing, terminate this Agreement after sixty (60) days' notice to the other party, and demand the return of its money, papers, or documents. Thereupon all rights, liabilities, duties and obligations of the parties under this Agreement will be as provided in Section 409 and Section 410 of this Agreement, respectively.

b. No termination or demand for return will be recognized until sixty (60) days after the Escrow Agent shall have mailed copies of such demand to the other party at the address of its principal place of business. If any objections are raised within the sixty (60) day period, the Escrow Agent is authorized to hold all money, papers and documents until instructed by mutual agreement of the parties or upon failure thereof by a court of competent jurisdiction. The Escrow Agent will not be obligated to return any such money, papers or documents except upon the written instructions of both the City and Purchaser, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

9. Amendments to Escrow Instructions. Any amendment to these escrow instructions must be in writing and signed by both City and Purchaser. At the time of an amendment the Escrow Agent will agree to carry out its duties as Escrow Agent under such amendment.

10. Communications From Escrow Agent. All communications from the Escrow Agent to the City or Purchaser will be directed to the addresses and in the manner established in Section 502 of this Agreement for notices, demands, and communications between the City and the Purchaser.

11. Escrow Agent's Liability. The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Section 205 through Section 215, inclusive, and Section 219 of this Agreement.

Section 207 Real Estate Commissions; Brokerage Fees; Participation Payments

City shall pay the Broker's Commission to Craig Peters and Richard Ramirez at CBRE, Inc, solely from any funds actually received by the City at the Close of Escrow from the sale of the Property to Purchaser, in accordance with this Agreement. City and Purchaser each represent and warrant that they have engaged no other broker, agent, or finder in connection with this transaction and Purchaser agrees to hold the City harmless and defend and indemnify the City from any claim by any broker, agent, or finder relating to the Property or this transaction other than the Broker's Commission.

Purchaser shall make the following participation payments to the City as follows: (i) $.25 per building square foot within 30 business days of issuance of building permit on a per building basis; and (ii) $.25 per building square foot within 30 business days of issuance of certificate of occupancy on a per building basis.

The provisions of this Section 207 shall survive the termination of this Agreement and the Close of Escrow.

Section 208 Limited Obligation.

The City's obligation to pay any costs in connection with this Agreement is a limited obligation of the City payable exclusively from funds held by or payable to the City. Nothing contained herein will be construed to create any obligation payable from the City of Palmdale's general fund.

Section 209 Transfer of Title and Delivery of Possession

1. Conveyance to Purchaser of title to the Property in accordance with the provisions of ARTICLE II of this Agreement will be completed on or before the Closing Date.

2. The City and Purchaser agree to perform all acts necessary for the Close of Escrow to occur on or before the Closing Date in accordance with the provisions of this Agreement.

3. Possession of the Property will be delivered to the Purchaser concurrently with the closing of Escrow. The Purchaser will accept fee title and possession of the Property at the Close of Escrow.

Section 210 Form of Grant Deed

The City will convey to the Purchaser fee title to the Property pursuant to the Grant Deed attached hereto as Attachment No. 4 and incorporated herein by this reference.

Section 211 Condition of Title

The City will convey to the Purchaser good and marketable fee simple title to the Property free and clear of all recorded liens, encumbrances, covenants, conditions, restrictions, assessments, easements, leases and taxes, except those which are set forth in this Agreement or which are otherwise reasonably acceptable to Purchaser; provided, however, that Purchaser will not be required to accept the conveyance if title is subject to covenants, conditions, restrictions or equitable servitudes that prohibit the development of the Project.

Section 212 Time for Delivery of Closing Documents

The City and Purchaser will deposit the Grant Deed for the Property, duly executed by the City, acknowledged and in recordable form, and all other Closing Documents, in recordable form as applicable, with the Escrow Agent at least three days before the Closing Date.

Section 213 Recordation of Grant Deed

Concurrently with the conveyance of the Property to Purchaser, the Escrow Agent will file the Grant Deed for recordation among the land records in the Office of the County Recorder for Los Angeles County. Recordation of the Grant Deed will constitute conveyance of title and delivery of possession of the Property to the Purchaser.

Section 214 Title Insurance

Concurrent with the recording of the Grant Deed (and as a condition precedent thereto), the City shall cause the Title Company to issue the a CLTA title insurance policy (the "Purchaser

Title Policy"), insuring that the title to the Property is vested in Purchaser in the condition required by Section 211 of this Agreement. The Title Company will provide the Purchaser Title Policy in the amount of the Purchase Price for the Property effective as of the Closing Date.

The City will pay the cost of the Purchaser Title Insurance Policy only to the extent of a standard coverage CLTA title insurance policy on the Property in the amount of the Purchase Price. If the Purchaser desires to receive an ALTA policy insuring title to the Property, then the Purchaser shall pay for the difference in cost over and above a CLTA policy insuring title to the Property

Section 215 Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Property and taxes upon this Agreement or any rights hereunder, if any, levied, assessed, or imposed for any period prior to the Close of Escrow, will be borne by the City. All such ad valorem taxes and assessments levied or imposed for any period after the Close of Escrow will be paid by Purchaser.

Section 216 Occupants of the Property

The Property shall be conveyed free of any possession or right of possession or use except that of Purchaser.

Section 217 Evidence of Financing

Within the time established in the Schedule of Performance (Attachment No. 3), the Purchaser shall submit to the City evidence reasonably satisfactory to the City Manager or designee that the Purchaser has obtained firm and binding commitments for financing which are sufficient for the acquisition, construction and development of the Property in accordance with this Agreement ("Evidence of Financing").

The Purchaser's submission of the Evidence of Financing shall include:

1. Unless the equity funding referred to in Section 217.3 below, either alone or in combination with other funds available to Purchaser at Closing, is sufficient to provide for the funding of the Project, a copy of the commitment or commitments obtained by the Purchaser for a Purchaser construction financing loan to assist in financing the cost of the acquisition, construction and development of the Project in accordance with this Agreement, certified by the Purchaser to be a true and correct copy or copies thereof. The commitment for financing shall be in such form and content acceptable to the City as reasonably evidences a firm commitment normally issued by an institutional lender.

2. Copies of the Purchaser's proposed construction loan documents, if applicable, including but not limited to the loan agreement, guarantee, if any, note and trust deed.

3. Documentary evidence satisfactory to the City of sources of equity capital, and/or other funds available to Purchaser at the Close of Escrow sufficient to demonstrate that the Purchaser has adequate funds legally committed to cover the difference, if any, between acquisition, construction and development costs minus any construction financing to be obtained by Purchaser.

The City Manager or designee shall approve or disapprove such submission of Evidence of Financing within the time established in the Schedule of Performance. Such approval shall not

be unreasonably withheld, conditioned or delayed. If the City shall disapprove any such evidence of financing, the City shall do so by written notice to the Purchaser stating the reasons for such disapproval.

Section 218 Exclusive Negotiations for Phase II, Phase III, and Phase IV

Subject to the conditions precedent set forth in Section 219 of this Agreement, City and Purchaser shall enter into exclusive good faith negotiations for a period of 180 days for the sale by City to Purchaser and the acquisition and development by Purchaser of those parcels of real property designated on the Site Map (Attachment No. 1) as Phase II, Phase III, and Phase IV.

Such exclusive good faith negotiations shall commence for each of Phase II, Phase III, and Phase IV at the times the conditions precedent for each phase set forth in Section 219 below have been satisfied. In the event such conditions precedent for the Phase II negotiations, Phase III negotiations and/or the Phase IV negotiations have not been satisfied on or before the third (3rd) anniversary of the conveyance to Purchaser of the prior phase of property, then the City shall be released from its obligations under this Agreement to negotiate with Purchaser for that phase and any subsequent phase of property, and the City shall be free to market for sale, negotiate with and/or sell such subsequent phase or phases of property to any third party, notwithstanding any provision of this Agreement to the contrary. The City Manager may at the sole discretion of the City Manager extend the third (3rd) anniversary time period set forth in the immediately preceding sentence for up to an additional one (1) year period providing the Purchaser has shown good faith and diligent efforts to satisfy the applicable conditions precedent.

Such negotiations shall include the following parameters:

a. A purchase price for Phase II of Eleven Million Two Hundred Thirty-Eight Thousand Four Hundred and Eighty Dollars ($11,238,480.00), based on $3.00 per square foot of land to be conveyed and Phase II being eighty-six (86) acres in size, subject to survey adjustment as provided herein for Phase I; and a purchase price for Phase III of Fourteen Million Forty-Eight Thousand One Hundred Dollars ($14,048,100.00) based on $3.75 per square foot of land to be conveyed and Phase III being eighty-six (86) acres in size, subject to survey adjustment as provided herein for Phase I. The Phase IV price shall be negotiated between the parties during the negotiation period.

b. The purchase and sale agreement for the phase involved to be comparable to the provisions of this Agreement.

c. The southern boundary of the Phase II and Phase III property shall be subject to adjustment as required by the City to accommodate City plans for public improvements and infrastructure in the vicinity. The boundaries of the Phase IV property shall similarly be subject to adjustment by the City to accommodate City plans for public improvements and infrastructure.

d. A Broker's Commission shall be included in any purchase and sale agreement for Phase II and Phase III comparable to the provisions of this Agreement, in the amount of Three Hundred Thirty-Seven Thousand One Hundred and Fifty-Four

Dollars and Forty Cents ($337,154.40) for Phase II, based on 3.00% of the Phase II purchase price; and in the amount of Four Hundred Twenty-One Thousand Four Hundred and Thirty-Three Dollars ($421,433.00) for Phase III, based on 3.00% of the Phase III purchase price.

e. The City's payment under the second paragraph of Section 207 shall be applied to Phase II, Phase III, and Phase IV.

f. Minimum initial and total development square footage requirements and associated timelines would apply to Phase II, III, and IV similar to Schedule of Performance and as referred to in the Scope of Development.

The provisions of this Section 218 are intended as a preliminary outline of the general business terms of potential purchase and sale transactions for the Phase II, Phase III, and Phase IV property and are expressly subject to the execution of binding purchase and sale agreements mutually acceptable to City and Purchaser which will contain more detailed terms and provisions. The approval of such agreement or agreements shall be required to be considered by the City Council in the manner required by law. Nothing in this Agreement is intended to create any liability or obligation of any kind which is legally binding upon or enforceable against Purchaser or City except for the duty to negotiate exclusively in good faith subject to the conditions precedent and enumerated negotiation parameters of this Section 218.

Section 219 Pre-Conditions to Exclusive Negotiations; Termination

The duty of the City to enter into the exclusive good faith negotiations required by Section 218 shall be subject to the following conditions precedent:

As to Phase II:

a. The Purchaser shall not be in default under the terms and conditions of this Agreement nor under the covenants of the Grant Deed.

b. Purchaser has complied with Close of Escrow, commencement and Completion of initial and total construction deadlines for the Project.

As to Phase III:

a. The Purchaser shall not be in default under the terms and conditions of the Purchase and Sale Agreement entered into between City and Purchaser for the Phase II property, nor under the covenants of the Grant Deed conveying Phase II to the Purchaser.

b. Purchaser has complied with Close of Escrow, commencement and Completion of initial and total construction deadlines for the Phase II Project.

As to Phase IV:

a. The Purchaser shall not be in default under the terms and conditions of the Purchase and Sale Agreement entered into between City and Purchaser for the Phase III property, nor under the covenants of the Grant Deed conveying Phase III to the Purchaser.

b. Purchaser has complied with Close of Escrow, commencement and Completion of initial and total construction deadlines for the Phase III Project.

Section 220 Good Faith Obligations of the City and Purchaser re Phase II, Phase III, and Phase IV

Subject to the preconditions set forth in Section 219, City agrees to deal only with Purchaser in connection with the proposed transactions for the Phase II, Phase III, and Phase IV properties, and agrees not to market any portion of the Property for sale so long as the City has an obligation to negotiate exclusively with Purchaser.

Section 221 Release of Construction Covenants

a. Promptly after Completion of the improvements, as generally and specifically required by this Agreement, the Scope of Development, and plans approved by the City for the Project, the City will furnish Purchaser with a Release of Construction Covenants upon written request therefor by Purchaser certifying that Purchaser has completed its construction obligations hereunder. The City will not unreasonably withhold such Release of Construction Covenants and such Release of Construction Covenants will be issued so long as Purchaser has Completed the construction and development of the Project substantially in accordance with this Agreement, the Scope of Development, and the City-approved plans. Such Release of Construction Covenants will be, and will so state, conclusive determination of satisfactory Completion of the construction required by this Agreement.

b. The Release of Construction Covenants will be in such form as to permit it to be recorded in the Recorder's Office of Los Angeles County.

c. If the City refuses or fails to furnish a Release of Construction Covenants after written request from Purchaser, the City will, within ten (10) days of the written request, provide Purchaser with a written statement of the reasons the City refused or failed to furnish a Release of Construction Covenants. The statement will also contain the City's opinion of the action Purchaser must take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, and/or minor items, the City will issue its Release of Construction Covenants upon the posting by Purchaser with the City of a bond in form and substance reasonably acceptable to the City Manager in an amount representing a fair value of the work not yet completed.

d. The Release of Construction Covenants is not a notice of completion under Section 3093 of the California Civil Code, provided that the City acknowledges Purchaser's right to record a Notice of Completion in accordance with applicable law.

e. A partial Release of Construction Covenants may be issued by the City for a portion of the Property comprising a significant portion of the Project, where reasonably required by Purchaser for financing or City-approved disposition purposes.

ARTICLE III. PURCHASER'S DEVELOPMENT AND USE OBLIGATIONS

Section 301 Project Development

a. City Plans and Permits. Purchaser shall construct and develop the Project in accordance with the Scope of Development (Attachment No. 6) and within the limitations and requirements established in the specific plan and other plans approved by, and permits issued by, the City of Palmdale within the times required by the Schedule of Performance. It is Purchaser's responsibility, without cost to the City, to ensure that zoning of the Property and all applicable City specific plan and land use requirements, subdivision, lot line adjustment, and other required development approvals will be such as to permit development of the Property and construction, operation and maintenance of the Project. Purchaser shall act diligently and in good faith to obtain approval of all Entitlements and permits for the Project and commence construction after the Close of Escrow in accordance with the times required by the Schedule of Performance. Purchaser shall diligently prosecute the construction of the Project to Completion within the times set forth in the Schedule of Performance.

b. City Powers and Authority. Nothing in this Agreement shall be deemed to waive, limit or condition in any way the police power and authority of the City of Palmdale. Nothing contained herein will be deemed to entitle Purchaser to any City of Palmdale Entitlement or other City approval necessary for the construction and development of the Property, or waive any applicable governmental requirements relating thereto. This Agreement does not (a) grant any land use entitlement to Purchaser, (b) supersede, nullify or amend any condition which may be imposed by the City of Palmdale in connection with approval of the Project, (c) guarantee to Purchaser or any other party any profits from the development of the Property, or (d) amend any City laws, codes or rules. This is not a Development Agreement as provided in Government Code Section 65864. City retains full discretion under this Agreement to independently determine compliance with any California Environmental Quality Act ("CEQA") requirements the City deems applicable to any proposed use of the Property. City shall retain the absolute discretion to impose mitigation measures, require modifications to the proposed Project, consider alternative uses of the Property, and to ultimately disapprove of the Project or any other propose use.

c. CEQA. Purchaser will be solely responsible for paying any and all costs and expenses associated with the City's compliance with applicable CEQA requirements (including, without limitation, any required Environmental Impact Report and/or other required environmental documents). Purchaser will respond fully and in a timely manner to requests for information from the City and any of its consultants. The sale of the Property is conditioned on the City's determination to approve the necessary Entitlements for the Project after compliance with CEQA and in consideration of the results of the environmental review process required by CEQA. Purchaser must not undertake or unconditionally commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance.

d. Cost of Construction.

All costs and expenses of constructing and developing the Property and constructing the Project, including without limitation all public and private improvements, all work required by the

conditions of approval of the Entitlements and plans for the Project by the City, and all on and off site public and private improvements, utilities and infrastructure, shall be the sole responsibility and obligation of Purchaser.

Section 302 Compliance With Law

Purchaser hereby agrees to carry out development, construction and operation of the Project, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including any requirement to pay state prevailing wages that may be applicable). Purchaser shall indemnify, protect, defend and hold harmless City and City and their respective officers, officials, employees, contractors and agents, with counsel reasonably acceptable to City and City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction and/or operation of the Project results or arises in any way from the noncompliance by Purchaser of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws. The foregoing defense and indemnification obligations will survive termination of this Agreement and the Close of Escrow and will continue after the City of Palmdale issues a permanent Certificate of Occupancy for all portions of the Project.

Section 303 Uses

Purchaser covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof) that Purchaser and its successors and assigns to all or any portion of the Property, or any interest therein, shall use the Property as follows:

a. Purchaser shall develop the Property as required by this Agreement, the Scope of Development (Attachment No. 6), and the Entitlements and plans approved for the Project by the City, including without limitation minimum square footage requirements for initial and total development of the Project as set forth in the Scope of Development, within the times required by the Schedule of Performance (Attachment No. 3).

b. For a period of 50 years, commencing as of the Closing Date, Purchaser shall devote the Property to the uses contemplated by this Agreement, the Scope of Development (Attachment No. 6), and the Entitlements and plans approved for the Project by the City.

c. Purchaser shall from time to time pay to the City any amounts that may be due to the City under the second paragraph of Section 207 of this Agreement

Section 304 Maintenance of the Property

Purchaser covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof) that Purchaser, its successors and assigns to all or any portion of the Property, or any interest therein, shall maintain (or cause the occupants to maintain) the interior and exterior of the improvements and the landscaping on the Property as required under the City Municipal Code, as shown on the Entitlements and plans approved by the City for the Project and otherwise in a manner consistent with community standards for similar projects in the City (collectively, the "Maintenance Standards"), including the following:

a. Exterior Maintenance. All exterior, painted surfaces of any structures located on the Property will be maintained at all times in a clean and presentable manner.

b. Front and Side Exteriors. Purchaser will, at all times, maintain the front exterior and any visible side exteriors and yards, if any, in a clean, safe and presentable manner.

c. Graffiti Removal. All graffiti, and substantial defacement of any type, including symbols, words and pictures, will be removed from the Property and any necessary painting or repair completed within a reasonable time, but in no event more than one (1) week after notice to Purchaser from City.

d. Landscaping. All landscaping surrounding the Property will be maintained in a manner consistent with the Maintenance Standards and any specific rules, regulations and standards adopted pursuant to the City's Municipal Code or the approved Entitlements and plans.

e. Restoration of Damaged Improvements. For a period of 50 years, commencing as of the Closing Date, if all or any portion of the Property or the Improvements thereon is damaged or destroyed by fire or other casualty, it will be the duty of Purchaser to take appropriate actions to restore the Property in a timely manner to restore it to a condition compliant with the Maintenance Standards. Petitioner may elect to rebuild, repair, or reconstruct the Property, but shall not be required to do.

f. Variance in Exterior Appearance and Design. If the Property is damaged or destroyed by casualty, Purchaser may not reconstruct, rebuild or repair the Property in a manner which will provide materially different exterior appearance and lot design from that which existed prior to the date of the casualty without the prior written consent of City.

h. Inspection. Prior to Completion of construction, City shall have the right to conduct periodic inspections of the Property to confirm compliance with the foregoing maintenance obligations; provided that City shall provide not less than ten (10) days prior notice of such inspections, and all such inspections shall be conducted subject to, and in a manner so as to minimize any adverse impact on, the rights of the occupants. If City, in the reasonable discretion of the City Manager, determines that Purchaser has failed to maintain the Property, City, or its designee, on thirty (30) days prior written notice of any noted code violations and maintenance deficiencies (collectively, the "Deficiencies"), will have the right, but not the obligation, to enter the Property, correct any Deficiency not repaired or remediated by Purchaser or its agents within such 30-day period, and hold Purchaser responsible for the reasonable cost thereof. Any reasonable costs incurred by the City to cure any such Deficiency, until paid, will constitute a lien on the Property pursuant to Civil Code Section 2881. This right of inspection shall extend only to portions of the Property for which Completion has not yet occurred.

Section 305 Obligation to Refrain from Discrimination

Purchaser covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof) that Purchaser, its successors and assigns will refrain from restricting the rental, sale or lease of the property on the basis of sex, sexual orientation,

marital status, race, color, creed, religion, ancestry, national origin of any person or any other basis prohibited by applicable law.

Section 306 Effect and Duration of Covenants

The covenants established in this Agreement will, without regard to technical classification and designation, be binding on Purchaser and any successor in interest to the Property or any part thereof or any interest therein for the benefit and in favor of the City, its successors and assigns. The covenants will remain in effect for the respective time periods set forth in this Agreement and in the Grant Deed. The covenants relating to construction in Section 303(a) will remain in effect until the issuance by the City of the Release of Construction Covenants. The covenants related to use of the Property in Section 303(b) will remain in effect for a period of 50 years following the Closing Date. The covenants against discrimination in Section 305 will remain in effect in perpetuity.

Section 307 Effect of Violation of the Terms and Provisions of this Agreement

The City is deemed to be a beneficiary of the terms and provisions of this Agreement and the covenants herein and in the Grant Deed (Attachment No. 4), both for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, regardless of whether the City continues to own any property in the vicinity of the Property.

ARTICLE IV. DEFAULTS, REMEDIES AND TERMINATION

Section 401 Defaults – General

1. Subject to the provisions set forth in Section 510, failure or material delay by either party to perform any material term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy within the times required by this Agreement.

2. The non-defaulting party will give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice is not a waiver of any default, nor will it change the time of default. Any failure or delay by either party in asserting any of its rights or remedies as to any default, is not a waiver of any default, or of any such rights or remedies, nor will it deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

3. The cure period for defaults under this Agreement involving the breach of an obligation to pay money will expire ten (10) calendar days following the giving of written notice of default.

4. Except where a different cure period is expressly prescribed under this Agreement, the cure period for defaults under this Agreement other than the breach of an obligation to pay money will begin on the date the nondefaulting party gives written notice of default, and will expire upon the thirtieth (30th) calendar day following the giving of the notice of default (or, with respect to a default which by its nature cannot with due diligence be cured within a 30 day period, the ninetieth (90th) day following the giving of the notice of default).

Section 402 Specific Performance

If either party defaults with regard to any of the provisions of this Agreement, subject to the notice and cure provisions of Section 401, the non-defaulting party, at its option, may, after such notice and opportunity to cure (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

Section 403 Anti-Flipping

If Purchaser sells, transfers, conveys or assigns any part of the Property or buildings or structures thereon in violation of this Agreement, the City will be entitled to increase the Purchase Price paid by Purchaser by the amount that the consideration payable for such sale, transfer, conveyance or assignment exceeds the Purchase Price paid by Purchaser plus the cost of improvements and development incurred by Purchaser, including carrying charges and costs related thereto (the "**Excess Consideration**"). The Excess Consideration will belong and be paid to the City and until paid, the City will have a lien on the Property for such amount. This prohibition will not be deemed to prevent the granting of easements or permits to facilitate the development of the Project. This Section 403 shall not apply to the sale, transfer, conveyance, or assignment of any part of the Property after issuance by the City of the Release of Construction Covenants, nor to the sale, transfer, conveyance, or assignment of any portion of the Property for which the City has issued a partial Release of Construction Covenants.

Section 404 Power of Termination

1. The City will have the right, thirty (30) days after concurrently delivering to Purchaser and recording in the official records of Los Angeles County a notice of its exercise of the power of termination retained by the City, to reenter and take possession of the Property with all improvements thereon, and revest in the City the estate theretofore conveyed by the Grant Deed if, after the City gives the notice required by Section 401 of this Agreement and the applicable cure period in Section 401 of this Agreement has expired, Purchaser or its successors or assigns, in violation of this Agreement or the Grant Deed:

a. Fails to commence construction of the improvements for the Property or for any portion of the Project as and when required by this Agreement; or

b. Abandons or substantially suspends construction of the improvements for the Property or for any portion of the Project.

c. Fails to complete construction of the improvements for the Property or for any portion of the Project as and when required by this Agreement.

The obligations of Purchaser specified in clauses a. through c. above are covenants or conditions running with the land, the breach of which will cause the fee to revert to the City under the circumstances specified herein. The rights established in this Section 404 are to be interpreted in light of the fact that the City is conveying the Property to Purchaser for development and not for speculation in undeveloped land. The City and Purchaser acknowledge and agree that the City's rights under this Section 404 are authorized by applicable law, including but not limited to Sections 885.010 through

885.070 of the California Civil Code. The right of the City to exercise the remedies provided in this Section 404 shall not apply to the Property after issuance by the City of the Release of Construction Covenants, nor to any portion of the Property for which the City has issued a partial Release of Construction Covenants. Such right to reenter and repossess will be subject to and limited by, and will not defeat, render invalid or limit:

a. Any bona fide mortgage, deed of trust or other security instrument of sale and leaseback or other conveyance for financing, provided that such mortgage, deed of trust, security instrument, sale and leaseback or conveyance for financing is permitted by and obtained in accordance with this Agreement; and

b. Any rights or interest provided in this Agreement for the protection of the holder of such bona fide, permitted mortgages, deeds of trust or other security instruments, the lessor under such sale and leaseback, or the grantee under such other conveyance for financing.

2. Upon the revesting in the City of title to the Property as provided in Paragraph 1 of this Section 404, the City will, pursuant to its responsibilities under state law, use its reasonable best efforts to resell the Property as soon as possible and in such manner as the City finds feasible and consistent with the objectives of the law and the best interests of the City, to a qualified and responsible party or parties (as determined by the City), who will assume the obligation of making or completing the improvements required by this Agreement or such other improvements in their stead as are reasonably satisfactory to the City and in accordance with the uses specified for the Property by applicable laws, code sections, ordinances, resolutions or regulations of the City. Upon such resale of the Property, the proceeds thereof will be applied as follows:

a. First, to reimburse the City for all costs and expenses incident to such sale and/or conveyance; all taxes, assessments and water and sewer charges with respect thereto; any payments made, or necessary to be made, to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Purchaser, its successors or transferees; expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property; and amounts otherwise owing to the City by Purchaser or its successors or transferees; and

b. Second, to reimburse Purchaser, its successors or transferees up to an amount equal to the sum of: (a) the purchase price paid to the City by Purchaser for the Property; and (b) costs incurred for the development of the Property, and for the improvements existing thereon at the time of reentry and repossession; less (c) gains or income withdrawn or made by Purchaser, its successors or assigns therefrom or from the improvements thereon.

c. Any balance remaining after such reimbursements will be retained by the City as its property.

Section 405 Remedies Not Exclusive

Except as set forth herein to the contrary, no remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in or by statute or otherwise, and the election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies. Notwithstanding anything to the contrary in this Agreement and for purposes of clarification, however, City's remedy in the event of any default by Purchaser prior to the deposit by Purchaser of the Additional Deposit in accordance with Section 204 of this Agreement shall be limited to retention of the Good Faith Deposit and an additional FIVE HUNDRED THOUSAND DOLLARS ($500,000.00). City's remedy in the event of any default by Purchaser prior to the Close of Escrow and after to the deposit by Purchaser of the Additional Deposit shall be limited to retention of the Good Faith Deposit and Additional Deposit and an additional TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00).

Section 406 Institution of Legal Actions

Subject to the notice and cure provisions of Section 401, in addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court of that county, or in the United States District Court for the Central District of California.

Section 407 Acceptance of Service of Process

1. If any legal action is commenced by the Purchaser against the City, service of process on the City shall be made by personal service upon the City Manager or in such other manner as may be provided by law.

2. If any legal action is commenced by the City against the Purchaser, service of process on the Purchaser shall be made by personal service upon the Purchaser (or upon an officer of Purchaser) and will be valid whether made within or without the State of California, or in such manner as may be provided by law.

Section 408 Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

Section 409 Termination by City Before Close of Escrow

1. Prior to the Close of Escrow, the City, at its option, may terminate this Agreement, by providing written notice to Purchaser, if in violation of this Agreement, following delivery of notice and expiration of the specified cure period:

a. Purchaser (or any approved successor in interest) assigns or purports to assign this Agreement or any right therein, or any interest in the Property or any portion thereof or

any of the improvements thereon, contrary to any provision in this Agreement, and Purchaser fails to remedy such failure within thirty (30) days after receiving written notice from the City; or

b. Purchaser fails to deliver the Good Faith Deposit, the Additional Deposit, the Purchase Price, and any documents required by this Agreement by the dates provided in this Agreement, and Purchaser fails to remedy such failure within ten (10) days after receiving written notice from the City; or

c. Purchaser fails to take title to the Property or any portion thereof pursuant to the Grant Deed upon a tender of conveyance by the City pursuant to this Agreement, and Purchaser fails to remedy such failure within ten (10) days after receiving written notice from the City; or

d. Purchaser breaches this Agreement in any other material respect, and Purchaser fails to remedy such failure within thirty (30) days after receiving written notice from the City.

2. If any default or failure referred to in this Section 409 is not cured by Purchaser within the cure period specified, then this Agreement and any rights of Purchaser, or any approved assignee or transferee, in this Agreement, or arising therefrom with respect to the City and all unconveyed portions of the Property, will at the option of the City, be terminated by the City by written notice to the Purchaser.

Section 410 Termination by Purchaser Before Close of Escrow

1. Prior to the Close of Escrow, the Purchaser, at its option, may terminate this Agreement, by providing written notice to the City, in the event that:

a. City fails to tender conveyance or possession of the Property to Purchaser in the manner and condition, and by the date provided in this Agreement, and City fails to remedy such failure within ten (10) days after receiving written notice from Purchaser.

b. City fails to timely perform any other material obligation of the City as required under this Agreement and such failure is not remedied within thirty (30) days after receiving written notice from Purchaser; or

c. The Purchaser, despite its diligent and good faith best efforts, is unable to obtain approval by the City or another permitting agency of any Entitlements needed for the development of the Project under this Agreement prior to the Closing Date; or

d. City adopts or imposes prior to the Close of Escrow any requirement or limitation which prohibits Purchaser from constructing and subsequently opening and operating the Project and such requirement or limitation is not removed within thirty (30) days after receiving written notice from Purchaser.

2. If Purchaser terminates this Agreement pursuant to this Section 410, neither the City nor Purchaser shall have any further rights against or liability to the other under this Agreement, other than the provisions which by their terms survive termination, and this Agreement will be terminated in its entirety.

ARTICLE V. GENERAL PROVISIONS

Section 501 Indemnification and Insurance

1. Purchaser shall indemnify, protect, defend and hold harmless the City and its elected and appointed officials, officers, employees, agents, contractors and consultants (individually and collectively, the "Indemnitees") from and against any and all claims, lawsuits, judgments, liability, injury or damage resulting or arising from or in any way connected to the Project or this Agreement, including without limitation any claims that may arise from the California Environmental Quality Act. This indemnity shall include without limitation associated and reasonably incurred attorneys' fees and court and litigation costs arising out of the defense of any such claims and/or lawsuits, and actual attorneys' fees and court and litigation costs that may be awarded by the court and required to be paid by the Indemnitees. Purchaser will not be responsible for any liability, loss, damage, cost, or expense (including reasonable attorney's fees and court costs) to the extent arising or resulting from the gross negligence or willful misconduct of the Indemnitees. The City shall have the sole discretion to select legal counsel to represent their legal interests in the defense of any such lawsuits, claims or other actions filed against them.

2. Effective upon the Close of Escrow, Purchaser agrees to indemnify, protect, defend and hold the Indemnitees harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses (including, without limitation, attorneys' and experts' fees and disbursements) of any kind or of any nature whatsoever (collectively, the "Obligations") which may at any time be imposed upon, incurred by or asserted or awarded against the City and arising from (i) the construction and development of the Project by Purchaser or its officers, employees, contractors or agents and/or (ii) the presence of any Hazardous Substances on, in, under, or affecting all or any portion of the Property or any surrounding areas but only if and to the extent such Obligations arise from Purchaser's actions or inaction. Prior to the Close of Escrow, Purchaser will execute and deposit with the City the Environmental Indemnity attached to this Agreement as Attachment No. 5.

3. Insurance

a. Prior to Close of Escrow, Purchaser must furnish or cause to be furnished to the City evidence of the following policies of insurance to be effective as of the Close of Escrow. Evidence of insurance must include additional insured endorsements naming the City as additional insured and including a primary insurance and waiver of contribution clause, a separation of insureds clause and a cancellation notice clause, in the form provided by the City.

(i) Fire Policies: Purchaser must maintain or cause to be maintained a policy or policies of insurance against loss or damage to the Property or the improvements and all property of an insurable nature located upon the Property, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Such insurance must be maintained in an amount not less than one hundred percent (100%) of the full insurable value of the improvements, as defined herein in paragraph c.

(ii) Liability Insurance: Purchaser must maintain or cause to be maintained public liability insurance, to protect against loss from liability imposed by law for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property and the business of the Purchaser on the Property, the construction and development of the Project or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of Purchaser or its invitees, contractors and agents, or any person acting for Purchaser, or under its respective control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Property, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of Purchaser or its invitees, or any person acting for Purchaser, or under its control or direction. Such property damage and personal injury insurance must also provide for and protect City against incurring any legal cost in defending claims for alleged loss. Such personal injury and property damage insurance must be maintained in full force and effect during the term of the City Acquisition Loan in the following amounts: commercial general liability in a general aggregate amount of not less than Two Million Dollars ($2,000,000) in aggregate; and not less than One Million Dollars ($1,000,000) of bodily injury and property damage insurance. It is the mutual intent of the parties that the levels of insurance coverage described herein will be and remain comparable to the level of insurance coverage that is customary with comparable operations in Los Angeles County. At any time and from time to time, either party may provide notice to the other party that the level of insurance being maintained by Purchaser is no longer comparable to the level of insurance coverage that is customary with comparable operations in Los Angeles County, and request that the minimum limit hereinabove designated shall be increased accordingly. The party receiving such request will not unreasonably withhold its consent to such change. Purchaser agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Purchaser may be held responsible for the indemnification of City or the payment of damages to persons or property resulting from Purchaser's activities, activities of its invitees or the activities of any other person or persons for which Purchaser is otherwise responsible. To the extent available on commercially-reasonable terms, Purchaser will require its insurer to waive its subrogation rights against the City and must provide industry-standard endorsements evidencing same.

(iii) Workers' Compensation Insurance: Purchaser must maintain or cause to be maintained workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance must cover all persons employed by Purchaser in connection with the Property and must cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Property or the operation thereof by Purchaser. Notwithstanding the foregoing, Purchaser may, in compliance with the laws of the State of California and in lieu of maintaining such insurance, self-insure for workers' compensation in which event Purchaser will deliver to City evidence that such self-insurance has been approved by the appropriate State authorities. If Purchaser is required to maintain Workers' Compensation Insurance under this

paragraph, Purchaser must furnish the City with a certificate of waiver of subrogation under the terms of the Workers' Compensation Insurance. Purchaser will require its general contractor to waive subrogation and require that its subcontractors waive subrogation to the extent that such a waiver is commercially available.

b. All policies hereunder must not be subject to cancellation, reduction in coverage, or non-renewal except after notice in writing has been sent by registered mail addressed to the City not less than 30 days in advance of the effective date, except for cancellation for nonpayment of premium, in which event notice must be given not less than ten days in advance of the effective date. All policies may name the City, Purchaser and/or any general contractor as insureds, additional insureds, and/or loss payable parties as their interests may appear.

c. The term "full insurable value" means the actual replacement cost (excluding the cost of excavation, foundation and footings below the lowest floor and without deduction for depreciation) of the improvements on the Property immediately before such casualty or other loss, including the cost of construction, architectural and engineering fees, and inspection and supervision. To ascertain the amount of coverage required, Purchaser will cause the full insurable value to be determined from time to time by appraisal by the insurer, by the insurer's automatic inflationary measure if acceptable to the Purchaser and the City, by agreement between Purchaser and City or by an appraiser mutually acceptable to City and Purchaser, not less often than once every year.

d. All insurance provided under this Section will be for the benefit of Purchaser and City. Purchaser agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Purchaser agrees to submit policies of all insurance required by this Section, or certificates and endorsements evidencing the existence thereof, to City within 30 days prior to the Closing Date, indicating full coverage of the contractual liability imposed hereby. Within thirty (30) days, if practicable, but in any event prior to expiration of any such policy, copies of renewal policies, or certificates evidencing the existence thereof, must be submitted to City. All insurance herein provided for under this Section must be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California, and reasonably approved by City.

e. If Purchaser fails or refuses to procure or maintain insurance as required by this Agreement, City will have the right, at City's election, and upon thirty (30) days prior notice to Purchaser, to procure and maintain such insurance. The premiums paid by City will be treated as a loan, due from Purchaser, to be paid on the first day of the month following the date on which the premiums were paid. City will give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

4. This Section 501 will survive the termination of this Agreement.

Section 502 Notices, Demands and Communications

1. Formal notices, demands and communications between the City and Purchaser will be deemed sufficiently given if personally delivered (including by means of professional messenger service), by registered or certified mail, postage prepaid, return receipt requested, or

delivered by a national overnight courier service to the principal offices of the City and Purchaser. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

2. All notices, demands and communications shall be sent to the following addresses:

If to Purchaser:

Covington Investments, LLC
14180 Dallas Parkway, Suite 730
Dallas, Texas 75254
Attention: Kenneth Sheer

With a copy to:

John A. Ramirez
Rutan & Tucker
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

If to City:

City of Palmdale
38300 North Sierra Highway
Palmdale, California 93550
Attention: J.J. Murphy

With a copy to:

City Attorney's Office
City of Palmdale
38300 North Sierra Highway
Palmdale, California 93550
Attention: Christopher Beck

And a copy to:

Kane Ballmer & Berkman
515 S. Figueroa Ave., Suite 780
Los Angeles, California 90071
Attention: Murray Kane

Section 503 Joint and Several Liability

If Purchaser consists of more than one person or entity, their obligations and liability will be joint and several, and the compromise of any claim with, or the release of, any Purchaser will not constitute a compromise with, or a release of, any other Purchaser. The act or signature of, or notice from or to, any one or more of Purchaser with respect to this Agreement will be binding upon each and all of the persons and entities executing this Agreement as Purchaser with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

Section 504 Nonliability of City and City Officials and Employees

No member, official or employee of the City will be personally liable to Purchaser, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successor, or on any obligation under the terms of this Agreement.

Section 505 Conflicts of Interest

1. No member, official or employee of the City may have any personal interest, direct or indirect, in this Agreement nor may any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

2. Purchaser warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

Section 506 No Third Party Beneficiaries

This Agreement is made solely and specifically between the City and Purchaser and their respective successors and assigns; and no other person will have any rights, interest or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 507 Time of the Essence

The City and Purchaser agree that time is of the essence for the performance of any obligation of any party to this Agreement.

Section 508 Purchaser's Representations

The Purchaser hereby represents and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which will be true as of the date hereof and will survive the Close of Escrow with respect to the conveyance of the Property:

1. The Purchaser has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Purchaser is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder. Purchaser is qualified to do business in good standing under the laws of California and has all requisite power and authority to carry out

Purchaser's business as now and whenever conducted and to enter into and perform Purchaser's obligations under this Agreement.

2. All requisite action has been taken by Purchaser and all requisite consents have been obtained by Purchaser in connection with entering into this Agreement and the instruments and documents referenced herein to which Purchaser is a party, and the consummation of the transactions contemplated hereby.

3. To the best knowledge of Purchaser, its execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which it or an affiliated entity is a party or by which it or an affiliated entity or any of its properties is bound.

4. This Agreement is, and all agreements, instruments and documents to be executed by Purchaser pursuant to this Agreement will be duly executed by and are, or will be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms and the execution and delivery thereof will not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which Purchaser or an affiliated entity is a party.

5. To the best of Purchaser's knowledge, there are no suits, proceedings or investigations pending or threatened against it or an affiliated entity, that Purchaser reasonably believes would have a material adverse effect on its financial condition or its ability to carry out its obligations under this Agreement.

Section 509 City's Representations

The City hereby represents the following to Purchaser for the purpose of inducing Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, all of which will be true as of the date hereof and will survive the Close of Escrow with respect to the conveyance of the Property:

1. The City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the City is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder. City shall provide documentation related to City's compliance with the Surplus Lands Act to Purchaser.

2. All requisite action has been taken by the City and all requisite consents have been obtained in connection with City entering into this Agreement and the instruments and documents referenced herein to which the City is a party, and the consummation of the transaction contemplated hereby, and the same, to the best knowledge of City, comply with all applicable laws, statutes, ordinances, rules and governmental regulations. There are no writs, injunctions, orders or decrees of any court or governmental body which would be violated by the City's entering into or performing its obligations under this Agreement.

3. This Agreement is duly executed by the City, and all agreements, instruments and documents to be executed by the City pursuant to this Agreement will, at such

time as they are required to be executed hereunder, be duly executed by the City, and each such agreement is, or will be at such time as it is required to be executed hereunder, valid and legally binding upon the City and enforceable in accordance with its terms and the execution and delivery thereof will not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a party.

4. Reasonable and good faith inquiry has determined that there is no pending or threatened litigation which would prevent the Property from being conveyed in the condition of title required hereunder, or which would prevent the City from performing its duties and obligations hereunder.

Section 510 Enforced Delay

In addition to specific provisions of this Agreement, performance by either party hereunder will not be deemed to be in default where delays or defaults are due to war, acts of terrorism, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, supply chain delays, delays of any contractor, subcontractor or suppliers, acts of the other party, acts or failure to act of any public or governmental agency or entity (other than that act or failure to act of the City will not excuse performance by the City), acts or failure to act by any utility company, or any other causes beyond the control or without the fault of the party claiming an extension of time to perform; provided, that they actually delay and interfere with the timely performance of the matters to which they would apply and despite the exercise of diligence and good business practices are or would be beyond the reasonable control of the party claiming such interference. An extension of time for any such cause will be for the period of the enforced delay and will commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within ten (10) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by mutual agreement of the City and Purchaser.

Section 511 Waivers

The waiver by City of any term, covenant, or condition herein contained will not be a waiver of such term, covenant, or condition on any subsequent breach.

Section 512 Attorney's Fees and Costs

If any action or proceeding is brought by either party against the other under this Agreement, whether for interpretation, enforcement or otherwise, the prevailing party will be entitled to recover all costs and expenses, including the fees of its attorney and any expert witnesses in such action or proceeding. This provision will also apply to any post judgment action by either party, including without limitation, efforts to enforce a judgment.

Section 513 Authority to Sign

The individual executing this Agreement on behalf of Purchaser hereby represents that he or she has full authority to do so and to bind Purchaser to perform pursuant to the terms and conditions of this Agreement.

Section 514 Interpretation; Severability

1. The language in all parts of this Agreement will in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction will be utilized.

2. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each other term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

3. The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

4. References in this Agreement to "days" will mean calendar days unless otherwise specified.

5. References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) shall mean, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

6. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

Section 515 Authorized Representative of City

Unless otherwise specified or the context requires otherwise, all references in this Agreement and its attachments to the City shall mean the City Manager of the City or any officer or employee of the City to whom the City Manager or the governing body of the City delegates authority to perform, carry out and/or enforce this Agreement. Whenever an administrative action is required by the City to implement the terms of this Agreement, the City Manager, or an

authorized designee, will have authority to act on behalf of City, except with respect to matters reserved under California law wholly for determination by the governing body of the City.

Section 516 Approvals

Approvals required of the City or Purchaser will not be unreasonably withheld, delayed or conditioned, except where otherwise expressly provided. All approvals must be in writing. Except as otherwise expressly provided in this Agreement, failure by either party to approve a matter within the time provided will not be deemed a disapproval, and failure by either party to disapprove a matter within the time provided will not be deemed an approval.

Section 517 Further Assurances and Corrective Instruments.

The City and Purchaser agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or for carrying out the expressed intentions of this Agreement.

Section 518 Inspection of Books and Records.

The Purchaser shall maintain complete, accurate, and current records pertaining to the Property for a period of five (5) years after the creation of such records, and permit any duly authorized representative of the City, at the City's sole expense and upon reasonable advance notice, to inspect and copy records during regular business hours. Records must be kept accurate and current and located in the County of Los Angeles, California.

ARTICLE VI. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

1. This Agreement is executed in two (2) duplicate originals each of which is deemed to be an original. This Agreement includes thirty-seven (37) pages and six (6) attachments which constitute the entire understanding and agreement of the parties.

2. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

3. None of the terms, covenants, agreements or conditions set forth in the Agreement will be deemed merged with the Grant Deed, and the Agreement will remain and continue in full force and effect.

4. No modification, waiver, amendment, discharge, or change of this Agreement will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

5. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument.

ARTICLE VII. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by Purchaser and delivered to the City, must be authorized, executed and delivered by the City within sixty (60) calendar days thereafter, or this Agreement may be withdrawn by Purchaser on written notice to the City.

ARTICLE VIII. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement will become effective when it has been signed by the City.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the City and Purchaser have signed this Agreement on the respective dates set forth below.

"CITY"
CITY OF PALMDALE, a municipal corporation

By: _____ Dated
J. J. Murphy, ICMA-CM
City Manager

ATTEST:

By: _____
Shanae Smith
City Clerk

APPROVED AS TO FORM:

By: _____
Christopher Beck
City Attorney

By: KANE, BALLMER & BERKMAN

By: _____

Special Counsel

"PURCHASER"
COVINGTON INVESTMENTS, LLC

By: _____ Dated
Mark Milekovich
Authorized Signatory

By: _____

IN WITNESS WHEREOF, the City and Purchaser have signed this Agreement on the respective dates set forth below.

"CITY"
CITY OF PALMDALE, a municipal corporation

By:_____
J. J. Murphy, ICMA-CM Dated
City Manager

ATTEST:

By: _____
Shanae Smith
City Clerk

APPROVED AS TO FORM:

By:_____
Christopher Beck
City Attorney

By: KANE, BALLMER & BERKMAN

By: Murray O. Kane
MURRAY O. KANE
Special Counsel

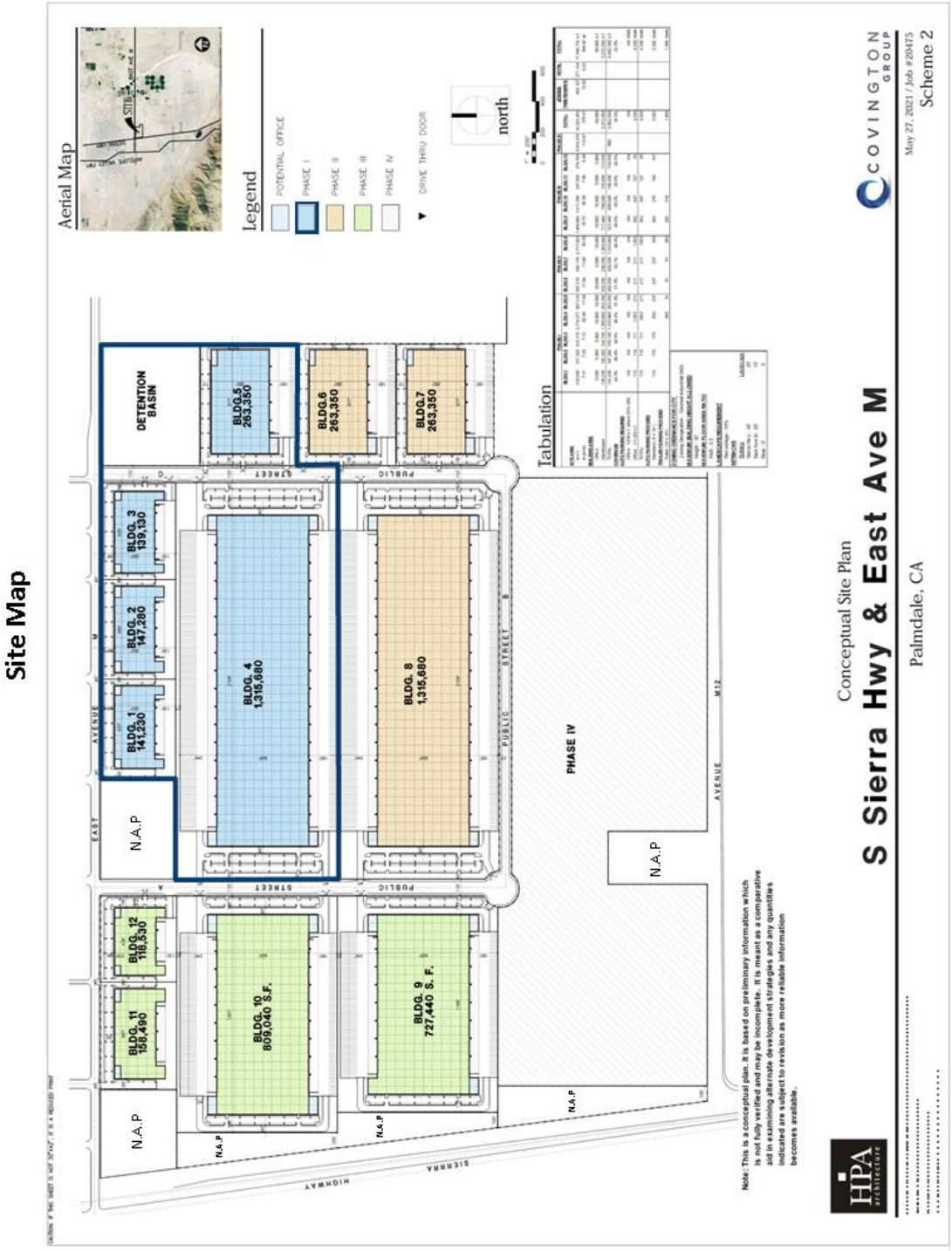
"PURCHASER"
COVINGTON INVESTMENTS, LLC

By:_____
Dated

By: _____

ATTACHMENT NO. 1

SITE MAP



ATTACHMENT NO. 2

LEGAL DESCRIPTION

The Property is located in the City of Palmdale, County of Los Angeles, State of California and is legally described as follows:

APN: 3126-022-929 (Part of)

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

1. Purchaser shall execute Agreement and deliver Agreement to City.	Prior to the approval by the City.
2. Purchaser shall deliver Purchaser's Good Faith Deposit to the City.	Within three (3) calendar days following the execution of the Agreement by the City.
3. City and Purchaser shall open an escrow for the conveyance of the Site.	Within ten (10) calendar days following the execution of the Agreement by the City.
4. City shall furnish the Due Diligence Documents to Purchaser.	Within fifteen (15) calendar days after the Effective Date.
5. Purchaser shall submit Conceptual Plans, Drawings and related documents for the development of the Site pursuant to Section 303.	Within sixty (60) calendar days of the execution of the Agreement by the City.
6. Purchaser shall obtain all Entitlements for the construction and development required by this Agreement.	Within twenty-four (24) months of the execution of the Agreement
7. Purchaser shall submit Evidence of Financing pursuant to Section 217 to the City for its approval or disapproval.	No later than 30 days prior to the Closing Date.
8. City shall approve or disapprove Evidence of Financing.	Within fifteen (10) calendar days after submission.
9. Closing Date for the Close of Escrow on Phase I.	Within twenty-six (26) months of the execution of the Agreement.

10.1 Purchaser shall commence construction of the site work and offsite infrastructure required for development of Phase I.	Within ninety (90) days of Close of Escrow.
10.2 Purchaser shall commence vertical construction of Phase I.	Within ten (10) months of Close of Escrow.
11. Purchaser shall complete the site work and offsite infrastructure required for the development of Phase I, as well as the construction of Phase I minimum 250,000 square feet.	Within Eighteen (18) months of Close of Escrow.
12. Purchaser shall commence construction of minimum total Phase I construction of 1,000,000 square feet.	No later than six (6) months following the completion of construction of the first building of Phase I.
13. Purchaser shall complete construction of minimum total Phase I construction of 1,000,000 square feet.	Within fifteen (15) months of commencement of construction.
14. City and Purchaser shall complete good faith negotiations for Phase II.	Within six (6) months of commencement of negotiation.
15. Closing Date for the Close of Escrow on Phase II, in the event the Phase II PSA is approved and entered into.	No later than fifteen (15) months following the completion of construction of the first building of Phase I.
16. City and Purchaser complete good faith negotiations for Phase III.	Within six (6) months of commencement of negotiations.
17. Closing Date for the Close of Escrow on Phase III, in the event the Phase III PSA is approved and entered into.	No later than fifteen (15) months following the completion of the first building of Phase II.

ATTACHMENT NO. 4

FORM OF GRANT DEED

[Behind this page.]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

[_____]

With a Copy to:

City of Palmdale
38300 North Sierra Highway
Palmdale, California 93550
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 3126-022-929
[_____]
Agreement No. A-7575

OFFICIAL BUSINESS
FREE RECORDING REQUESTED
(Gov't Code Section 27383)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF PALMDALE, a municipal corporation, herein called "**Grantor**", hereby grants to COVINGTON INVESTMENTS, LLC, a limited liability company of the State of Nevada, herein called "**Grantee**", the real property, hereinafter referred to as the "**Property**", described in the document attached hereto, labeled Exhibit "A" and incorporated herein by this reference.

1. Grantor excepts and reserves to the City of Palmdale:

(a) any existing street, dedicated street, or portion of any street or dedicated street lying outside the boundaries of the Property which might otherwise pass with a conveyance of the Property; and

(b) all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface, together with the right to drill into, through, and to use and occupy all parts of the Property lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from the Property, but without, however, any right to use or disturb either the surface of the Property or any portion thereof within 500 feet of the surface for any purpose or purposes whatsoever.

2. The Property is conveyed in accordance with and subject to the Purchase and Sale Agreement (the "**PSA**") entered into by and between Grantor and Grantee, dated as of _____ __, 20__, which document is a public record on file in the offices of the City Clerk of the City of

Palmdale, and which is by reference incorporated as though fully set forth herein. Capitalized terms not defined herein have the meaning given in the PSA.

3. Title to the Property is conveyed subject to all recorded liens, encumbrances, covenants, conditions, restrictions, assessments, easements, leases and taxes.

4. Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that its purchase of the Property and other undertakings pursuant to the PSA are, and will be used for, the purpose of developing the Property in conformance with the PSA and not for speculation in landholding.

5. Grantee hereby covenants and agrees on behalf of itself and any successors and assigns in the Property or any portion thereof or any improvements thereon or any interest therein that Grantee, such successors and assigns shall:

a. Construct and develop improvements on the Property in accordance with the this Grant Deed, the PSA and all attachments thereto, and the Entitlements, Specific Plan and plans approved for the Project by the City, including without limitation minimum square footage requirements for initial and total development of the Project as set forth and within the times required in the PSA and its attachments.

b. For a period of 50 years, commencing as of the Closing Date, maintain the Property, or cause the Property to be maintained, in accordance with Section 8 of this Grant Deed.

c. For a period of 50 years, commencing as of the Closing Date, devote the Property to the uses contemplated by the PSA and its attachments and the Entitlements and plans approved for the Project by the City.

d. Pay when due all real estate taxes and assessments assessed and levied on the Property and any improvements thereon as required by applicable law, and from time to time pay to the Grantor any amounts that may be due to the Grantor as and when required under the second paragraph of Section 207 of the PSA.

e. Until the development of the Property has been Completed and City has issued the Release of Construction Covenants for the Property, or a Partial Release of Construction Covenants for the portion of the Property involved, and except for a Permitted Transfer, refrain from assigning or attempting to assign all or any part of the PSA or any right thereunder or make or attempt to make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Property or the improvements thereon or any interest therein, without the prior written consent of the City, which the City agrees to grant if, in its reasonable judgment, the proposed transferee possesses the financial capability and development experience to assure completion of construction of the Property in accordance with the provisions and attachments of the PSA. For all proposed transfers and assignments, Grantee and its

successors and assigns covenant to comply with the notice and documentation requirements set forth in the PSA, including without limitation the requirement to enter into an assignment and assumption agreement with the assignee or transferee or grantee in form and substance reasonably approved by the City for consistency with the PSA and this Grant Deed.

6. Grantee covenants and agrees for itself, its successors, assigns and any successor in interest to the Property, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of their Property, nor will the Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants will run with the land.

7. Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Grantee, its successors and assigns will not restrict the rental, sale or lease of the Property on the basis of the race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry of any person. All deeds, leases or contracts will contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following

conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph."

c. In contracts: "There will be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor will the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. With respect to familial status, this paragraph will not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph will be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code will apply to this paragraph."

8. Grantee hereby covenants and agrees on behalf of itself and any successors and assigns in the Property or any portion thereof or any improvements thereon or any interest therein that Grantee and such successors and assigns shall:

a. Solely at Grantee's expense, maintain (or cause the occupants to maintain) and restore the interior and exterior of the improvements and the landscaping on the Property as required under the City Municipal Code, as shown on the Entitlements and plans approved by the City for the Project and otherwise in a manner consistent with community standards for similar projects in the City, and as and to the extent required by Section 304 of the PSA (collectively, the "Maintenance Standards").

b. If, at any time, Grantee fails to maintain or cause to be maintained the Property and all improvements thereon (including but not limited to landscaping and any parkways abutting the Property) as required by this Grant Deed, and said condition is not corrected after the expiration of a reasonable period of time not to exceed thirty (30) days from the date of written notice from Grantor, Grantor or may perform the necessary landscape or other maintenance and Grantee shall be responsible for payment of all costs and expenses incurred for such maintenance.

9. If Grantee sells, transfers, conveys or assigns any part of the Property or buildings or structures thereon in violation of the PSA, Grantor will be entitled to increase the Purchase Price paid by Grantee by the amount that the consideration payable for such sale, transfer, conveyance or assignment exceeds the Purchase Price paid by Grantee plus the cost of improvements and development incurred by Grantee, including carrying charges and costs related thereto (the "**Excess Consideration**"). The Excess Consideration will belong and be paid to Grantor and until paid, Grantor will have a lien on the Property for such amount. This prohibition will not be deemed to prevent the granting of easements or permits to facilitate the development of the Property. This Section 9 shall not apply to the sale, transfer, conveyance, or assignment of any part of the Property after issuance by the Grantor of the Release of Construction Covenants, nor to the sale, transfer, conveyance, or assignment of any portion of the Property for which the Grantor has issued a partial Release of Construction Covenants.

10. Grantor will have the right, thirty (30) days after concurrently delivering to Grantee and recording in the official records of Los Angeles County a notice of its exercise of the power of termination retained by Grantor, to reenter and take possession of the Property with all improvements thereon, and revest in Grantor the estate theretofore conveyed by this Grant Deed if, after Grantor gives the notice required by Section 401 of the PSA and the applicable cure period in Section 401 of the PSA has expired, Grantee or its successors or assigns, in violation of the PSA or this Grant Deed:

a. Fails to commence construction of the improvements for the Property or for any portion of the Project as and when required by the PSA; or

b. Abandons or substantially suspends construction of the improvements for the Property or for any portion of the Project; or

c. Fails to complete construction of the improvements for the Property or any portion of the Project as and when required by the PSA.

The obligations of Grantee specified in clauses a. through c. above are covenants or conditions running with the land, the breach of which shall cause the fee to revert to Grantor under the circumstances specified herein. The rights established in this Section 10 are to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land. Grantor and Grantee acknowledge and agree that Grantor's rights under this Section 10 are authorized by applicable law, including but not limited to Sections 885.010 through 885.070 of the California Civil Code. Such right to reenter and repossess shall be subject to and limited by, and shall not defeat, render invalid or limit:

a. Any *bona fide* mortgage, deed of trust or other security instrument of sale and leaseback or other conveyance for financing, provided that such mortgage, deed of trust, security instrument, sale and leaseback or conveyance for financing is permitted by and obtained in accordance with the PSA; and

b. Any rights or interest provided in the PSA for the protection of the holder of such *bona fide*, permitted mortgages, deeds of trust or other security instruments, the lessor under such sale and leaseback, or the grantee under such other conveyance for financing.

11. Upon the revesting in Grantor of title to the Property as provided in Section 10, Grantor shall, pursuant to its responsibilities under state law, use its reasonable best efforts to resell the Property as soon as possible and in such manner as Grantor shall find feasible and consistent with the objectives of the law and the best interests of the City, to a qualified and responsible party or parties (as determined by Grantor), who will assume the obligation of making or completing the improvements required pursuant to the terms of the PSA or such other improvements in their stead, as are reasonably satisfactory to the City and in accordance with the uses specified for the Property by applicable laws, code sections, ordinances, resolutions or regulations of the City. Upon such resale of the Property, the proceeds thereof shall be applied as follows:

a. First, to reimburse Grantor on its own behalf and/or on behalf of the City of Palmdale, for all costs and expenses incident to such sale and/or conveyance, for all costs and expenses incurred by the Grantor; all taxes, assessments and water and sewer charges with respect thereto; any payments made, or necessary to be made, to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property; and any amounts otherwise owing to Grantor by Grantee or its successors or transferees; and

b. Second, to reimburse Grantee, its successors or transferees up to an amount equal to the sum of: (a) the purchase price paid to Grantor by Grantee for the Property; and (b) costs incurred for the development of the Property, and for the improvements existing thereon at the time of reentry and repossession; less (c) gains or income withdrawn or made by Grantee, its successors or assigns therefrom or from the improvements thereon.

c. Any balance remaining after such reimbursements shall be retained by Grantor as its property.

12. All conditions, covenants and restrictions contained in this Grant Deed will be covenants running with the land, and will, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor and its successors and assigns against Grantee, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

13. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor and the City of Palmdale will be the beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation will be binding for the benefit of Grantor, and such covenants will run in favor of Grantor for the entire period during which such covenants are in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor will have all rights of enforcement and remedies provided in this Grant Deed and the PSA and may bring any actions at law or suit in equity or other proper proceedings necessary to enforce the curing of such breach of any agreement or covenant by Grantee, which are available to Grantor pursuant to the provisions of this Grant Deed or the PSA. The time periods during which the covenants set forth in this Grant Deed shall be in force and effect shall be as follows: (a) as to the covenants set forth in Sections 4, 5a, 5e and 9, and the covenants and power of termination set forth in Sections 10 and 11, until the Grantor issues the Release of Construction Covenants, and as to any portion of the Property, until the Grantor has issued a partial Release of Construction Covenants for such portion of the Property; (b) as to the covenants set forth in Sections 6 and 7, in perpetuity; and (c) as to the covenants set forth in Sections 5b, 5c, 5d and 8, until the expiration of a period of fifty (50) years after the date of recordation of this Grant Deed in the office of the County Recorder of the County of Los Angeles.

14. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed will defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the PSA; provided, however, that any subsequent owner of the Property will be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf.

"GRANTOR"
THE CITY OF PALMDALE,
a municipal corporation

By:_____
J. J. Murphy, ICMA-CM Dated
City Manager

ATTEST:

By:_____
Shanae Smith
City Clerk

APPROVED AS TO FORM:

By:_____
Christopher Beck
City Attorney

By: KANE, BALLMER & BERKMAN

By:_____
City Special Counsel

Grantee accepts and agrees to all of the terms and provisions of this Grant Deed.

[_____]

Dated:_____

By: _____
Name:
Title:

ATTEST:

By: _____

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A
LEGAL DESCRIPTION

APN: 3126-022-929

ATTACHMENT NO. 5

ENVIRONMENTAL INDEMNITY

[Behind this page.]

ENVIRONMENTAL INDEMNITY
Agreement No. A-7575

THIS ENVIRONMENTAL INDEMNITY (this "**Indemnity**"), dated as of [_____, 201_], made by [_____], whose address for purposes of giving notice is _____ ("**Purchaser**"), in favor the CITY OF PALMDALE, a municipal corporation and a charter city of the State of California, whose address for purposes of giving notices is 38300 North Sierra Highway, Palmdale, California 93550, Attention: City Manager (the "**City**"). The City is referred to herein as the Indemnitee.

WITNESSETH

WHEREAS, Purchaser is or will be the owner of the real property in Palmdale described on Exhibit A attached hereto and made a part hereof, and the real property improvements to be constructed thereon (collectively referred to as the "**Property**");

WHEREAS, Purchaser and the Indemnitee entered into a Purchase and Sale Agreement, dated as of _____, 20__ (the "**PSA**"), pursuant to which, the City sold the Property to Purchaser and Purchaser purchased the Property from the City for the purpose of developing and operating the Project described in the PSA. All capitalized terms not defined herein shall have the meaning ascribed to them in the PSA; and

WHEREAS, Purchaser has agreed to execute and deliver to the Indemnitee this Indemnity to induce the Indemnitee to enter into the PSA.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements hereinafter set forth, Purchaser hereby agrees as follows:

Section I. DEFINITIONS

"**Hazardous Materials**", "**Hazardous Substances**" or "**Hazardous Materials or Substances**" means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any laws as a "hazardous waste", "extremely hazardous substance", "extremely hazardous waste", "acutely hazardous waste", "hazardous substance", "hazardous material", "radioactive waste", "infectious waste", "biohazardous waste", "pollutant", "toxic pollutant", "contaminant" or "toxic substance," as well as any formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity," or "RCLP toxicity"; (ii) petroleum, natural gas, natural gas liquids, liquified natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other waters associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (iii) "hazardous substance" as defined in Section 2528 1 (f) of the California Health and Safety Code; (iv) "waste" as defined in Section 13050(d) of the California Water Code; (v) asbestos in any form; (vi) urea formaldehyde foam insulation; (vii) polychlorinated biphenyl ("PCBs"); (viii) radon; and (ix) any other chemical, material, or

substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is limited or regulated for health and safety reasons by any governmental authority, or which poses a significant present or potential hazard to human and safety or of the environment if released into the work place or the environment.

Section II. COVENANTS AND INDEMNITY

The following covenants and indemnities are hereby given and made by Purchaser:

2.1 Covenants.

(a) Purchaser covenants that it will comply with any and all laws, regulations, and/or orders which may be promulgated, from time to time, with respect to the discharge and/or removal of Hazardous Materials.

(b) Purchaser covenants that the Property will not, while Purchaser is the owner thereof, be used for any activities involving, directly or indirectly, the use, generation, treatment, storage, release, or disposal of any Hazardous Materials, except for de minimis quantities used at the Property in compliance with all applicable environmental laws and required in connection with the development of the Property and the routine operation and maintenance of the Property.

(c) Purchaser further agrees that Purchaser will not release or dispose of any Hazardous Materials at the Property except in strict compliance with applicable laws and regulations.

(d) Purchaser will not install, or permit to be installed, on the Property friable asbestos or any substance containing asbestos and deemed hazardous by federal or state regulations respecting such material, and, with respect to any such material currently present in the Property, Purchaser will promptly either (i) remove or cause to be removed any material that such regulations deem hazardous and require to be removed, or (ii) otherwise comply with such federal and state regulations, at Purchaser's sole cost and expense.

(e) Purchaser will immediately advise Indemnitee in writing of any of the following: (i) any pending or threatened environmental claim against Purchaser or the Property, (ii) any condition or occurrence on the Property that (A) results in noncompliance by Purchaser with any applicable environmental law, (B) could reasonably be anticipated to cause the Property to be subject to any restrictions on the ownership, occupancy, use or transferability of the Property under any environmental law, or (C) could reasonably be anticipated to form the basis of an environmental claim against the Property or Purchaser.

2.2 Indemnity. Purchaser will indemnify, protect, and hold harmless Indemnitee, its employees, officers, agents and consultants from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses (including, without limitation, attorneys' and experts' fees and disbursements) of any kind or of any nature whatsoever (collectively, the Obligations) which may at any

time be imposed upon, incurred by or asserted or awarded against Indemnitee its employees, officers, agents or consultants and arising from or out of:

(a) The presence of any Hazardous Materials on, in, under, or affecting all or any portion of the Property while Purchaser owns the Property, except to the extent such Hazardous Materials were caused by Indemnitee, its employees, officers, agents or consultants;

(b) The breach of any covenant made by Purchaser in Section 2.1 hereof; or

(c) The enforcement by Indemnitee of any of the provisions of this Section 2.2 or the assertion by Purchaser of any defense to its obligations hereunder.

Section III. PURCHASER'S UNCONDITIONAL OBLIGATIONS

3.1 Unconditional Obligations. Purchaser hereby agrees that the Obligations will be paid and performed strictly in accordance with the terms of this Indemnity, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any part of the PSA or affecting any of the rights of Indemnitee with respect thereto. The obligations of Purchaser hereunder shall be absolute and unconditional irrespective of:

(a) The validity, regularity, or enforceability of any part of the PSA or any other instrument or document executed or delivered in connection therewith;

(b) Any alteration, amendment, modification, release, termination, or cancellation of any of any part of the PSA, or any change in the time, manner, or place of payment or performance of, or in any other term in respect of, all or any of the obligations of Purchaser contained in the PSA;

(c) The insolvency or bankruptcy of Purchaser, or of any indemnitor or guarantor under any other indemnity or guarantee given in respect of the Obligations; or

(e) Any other circumstance that might otherwise constitute a defense available to, or a discharge of Purchaser, or any other indemnitor or guarantor with respect to any or all of the Obligations.

3.2 Continuation. This Indemnity (a) is a continuing indemnity and will remain in full force and effect until the satisfaction in full of all of the Obligations; and (b) will continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by Indemnitee upon the insolvency, bankruptcy, or reorganization of Purchaser or otherwise, all as though such payment had not been made.

3.3 Termination. Notwithstanding the payment (and performance) in full of all of the Obligations and the payment (or performance) in full of all of Purchaser's obligations under the PSA,

this Indemnity will not terminate if Indemnitee has at any time or in any manner participated in the management or control of, taken possession of (whether personally, by agent or by appointment of a receiver), or taken title to the Property or any portion thereof, whether by foreclosure, deed in lieu of foreclosure, sale under power of sale or otherwise.

Section IV. WAIVER

Purchaser hereby waives the following:

(a) Promptness and diligence;

(b) Notice of acceptance and notice of the incurrence of any obligation by Purchaser;

(c) Notice of any action taken by Indemnitee, Purchaser, or any other interested party under the PSA or under any other agreement or instrument relating thereto;

(d) All other notices, demands, and protests, and all other formalities of every kind, in connection with the enforcement of the Obligations, the omission of or delay in which, but for the provisions of this Section 4, might constitute grounds for relieving Purchaser of its Obligations hereunder;

(e) To the extent permitted by law, the right to a trial by jury with respect to any dispute arising under, or relating to, this Indemnity;

(f) Any requirement that Indemnitee protect, secure, perfect, or insure any security interest or lien in or on any property subject thereto;

(g) Any requirement that Indemnitee exhaust any right or take any action against Purchaser or any other person or collateral; and

(h) Any other circumstance that might otherwise constitute a defense available to, or a discharge of, Purchaser, or any other indemnitor or guarantor with respect to the Obligations.

Section V. NOTICES

Any notice, demand, statement, request, or consent made hereunder must be in writing and personally served, mailed by first-class registered mail, return receipt requested, to the address set forth in the first paragraph of this Indemnity, above, or given by facsimile to the facsimile numbers stated below, with confirmations mailed by first class registered mail, return receipt requested to the address set forth above, of the party to whom such notice is to be given (or to such other address as the parties hereto, shall designate in writing):

In the case of the City: 661-267-5155

In the case of Purchaser: _____

Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

Section VI. MISCELLANEOUS

6.1 Purchaser will make any payment required to be made hereunder in lawful money of the United States of America, and in same day funds, to Indemnitee at its address specified in the first paragraph hereof.

6.2 No amendment of any provision of this Indemnity will be effective unless it is in writing and signed by Purchaser and Indemnitee. No waiver of any provision of this Indemnity, nor consent to any departure by Purchaser from any provision of this Indemnity, will be effective unless it is in writing and signed by Indemnitee, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given.

6.3 No failure on the part of Indemnitee to exercise, and no delay in exercising, any right hereunder or under the PSA will operate as a waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Indemnitee provided herein and in the PSA are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of Indemnitee under the PSA against any party thereto are not conditional or contingent on any attempt by Indemnitee to exercise any of its rights under the PSA against such party or against any other person or collateral.

6.4 Any provision of this Indemnity that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction.

6.5 This Indemnity will (a) be binding upon Purchaser, and Purchaser's successors and assigns; and (b) inure, together with all rights and remedies of Indemnitee hereunder, to the benefit of Indemnitee, its directors, officers, employees, consultants and agents, any successors to any such person, and all directors, officers, employees, and agents of all of the aforementioned parties. None of the rights or obligations of Purchaser hereunder may be assigned or otherwise transferred without the prior written consent of Indemnitee.

6.6 Purchaser hereby (a) irrevocably submits to the jurisdiction of any California or federal court sitting, in each instance, in Los Angeles County in any action or proceeding arising out of or relating to this Indemnity, (b) waives any defense based on doctrines of venue or forum non conveniens

or similar rules or doctrines, and (c) irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in such California or federal court. Purchaser irrevocably consents to the service of any and all process which may be required or permitted in any such action or proceeding to the address specified in the first paragraph of this Indemnity, above. Purchaser agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

6.7 The title of this document and the captions used herein are inserted only as a matter of convenience and for reference and will in no way define, limit, or describe the scope or the intent of this Indemnity or any of the provisions hereof.

6.8 This Indemnity will be governed by, and construed and interpreted in accordance with, the laws of the State of California applicable to contracts made and to be performed therein, except to the extent that the laws of the United States preempt the laws of the State of California.

6.9 This Indemnity may be executed in any number of counterparts, each of which will constitute an original and all of which together will constitute one agreement.

IN WITNESS WHEREOF, Purchaser has duly executed this Indemnity as of the date first set forth above.

[_____]

Dated:_____

By: _____
Name: Dated
Title:

ATTEST:

By: _____

EXHIBIT “A”

LEGAL DESCRIPTION

APN: 3126-022-929

ATTACHMENT NO. 6

SCOPE OF DEVELOPMENT

Purchaser shall construct, or cause to be constructed, a minimum 1,000,000 square feet of new Industrial, Aerospace Industrial and Employment Flex building(s) aimed to protect, support, and expand operations at U.S. Air Force Plant 42 and to create new employment opportunities for residents.

Specific Plan

Purchaser shall prepare a Specific Plan that will include Phase I, Phase II, Phase III, and Phase IV identified on the Site Map. The Specific Plan shall address standards and restrictions regarding the construction and development of the Project including, but not limited to, maximum land coverage, setbacks, land use standards, architectural standards, building height, parking, and landscaping. As part of the development of the Specific Plan, the Purchaser shall work closely with the City and Edwards Air Force Base to ensure that development does not negatively impact existing and future operations at U.S. Air Force Plant 42.

Public Improvements and Utilities

Purchaser shall construct and install all public improvements and utilities, on or off-site the Property, required the City of Palmdale, and other approving agencies, and all other public improvements and utilities necessary for the Project, including but not limited to:

1. Sewers
2. Storm Drains
3. Electricity
4. Streets
5. Water
6. Gas
7. Curbs, Gutters and Sidewalks

Purchaser agrees that all improvements and facilities contemplated in the Agreement, on the Property, including, without limitation, will be in compliance with all municipal codes, regulations and ordinances affecting such development, and any such other requirements that may be specified in the plans and Specific Plan approved by the City.

Future phases associated with this Agreement shall have separate Scope of Development requirements that will be outlined in separate agreements.

ORIGINAL

ADMINISTRATIVE AMENDMENT TO PURCHASE AND SALE AGREEMENT

(AGREEMENT NO. A-7575)

This ADMINISTRATIVE AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") is entered into as of October 18, 2023 (the "Effective Date"), by and between **THE CITY OF PALMDALE**, a municipal corporation ("City") and **COVINGTON INVESTMENTS LLC**, a Nevada limited liability company ("Purchaser").

RECITALS

A. City and Purchaser entered into that certain Purchase and Sale Agreement dated effective as of October 21, 2021 ("Agreement"), regarding the purchase and sale of certain property located in the City of Palmdale, County of Los Angeles, State of California (the "Property"), as more particularly described in the Agreement.

B. The PSA delegated certain administrative actions to the City Manager to implement the Agreement in writing on behalf of the City.

C. City and Purchaser mutually desire to enter into this administrative First Amendment to the Agreement to implement the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Purchaser agree as follows:

AGREEMENT

1. Recitals, Definitions and References. The foregoing recitations are true and correct. Each capitalized term used herein, that is not otherwise defined or modified herein, shall have the meaning ascribed to it in the Agreement.

2. Attachment No. 3 - Schedule of Performance. Item number 6 of Attachment No. 3 to the Agreement are hereby deleted in their entirety and replaced with the following:

"6. Purchaser shall use commercially reasonable efforts to pursue and obtain all Entitlements for the construction and development required by this Agreement.	Within twenty-five (25) months of the execution of the Agreement."

3. Full Force and Effect. Except as specifically amended hereby, the Agreement remains in full force and effect and is hereby ratified by the parties hereto. In the event that any of the terms or conditions of the Agreement conflict with this First Amendment, the terms and conditions of this First Amendment shall control. Any references to the "Agreement" in the Agreement or any document delivered in connection therewith shall be deemed to mean the Agreement as amended hereby.

4. Counterparts; Signatures. This First Amendment may be executed and delivered by the parties in several or separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the City and Purchaser have signed this First Amendment to be effective as of the Effective Date.

"PURCHASER"

COVINGTON INVESTMENTS LLC,
a Nevada limited liability company

By: _____
Name: Mark Milakovich
Title: Authorized Signatory

"CITY"

CITY OF PALMDALE,
a municipal corporation

By: _____
Ronda Perez
City Manager

ATTEST:

By: _____
Roxanne Faber
Acting City Clerk

APPROVED AS TO FORM:

By: _____
William P. Curley, III
Interim City Attorney

By: KANE, BALLMER & BERKMAN

By: _____
City Special Counsel

IN WITNESS WHEREOF, the City and Purchaser have signed this First Amendment to be effective as of the Effective Date.

"PURCHASER"

COVINGTON INVESTMENTS LLC,
a Nevada limited liability company

By: _____
Name: Mark Milakovich
Title: Authorized Signatory

"CITY"

CITY OF PALMDALE,
a municipal corporation

By: _____
Ronda Perez
City Manager

ATTEST:

By: _____
Roxanne Faber
Acting City Clerk

APPROVED AS TO FORM:

By: William P. Curley III
William P. Curley, III
Interim City Attorney

By: KANE, BALLMER & BERKMAN

By: Nancy O. Kane
City Special Counsel

IN WITNESS WHEREOF, the City and Purchaser have signed this First Amendment to be effective as of the Effective Date.

"PURCHASER"

COVINGTON INVESTMENTS LLC,
a Nevada limited liability company

By: _____
Name: Mark Milakovich
Title: Authorized Signatory

"CITY"

CITY OF PALMDALE,
a municipal corporation

By: _____
Ronda Perez
City Manager

ATTEST:

By: _____
Roxanne Faber
Acting City Clerk

APPROVED AS TO FORM:

By: _____
William P. Curley, III
Interim City Attorney

By: KANE, BALLMER & BERKMAN

By: _____
City Special Counsel

ADMINISTRATIVE AMENDMENT TO PURCHASE AND SALE AGREEMENT

(AGREEMENT NO. A-7575)

This ADMINISTRATIVE AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Second Amendment") is entered into as of November 21, 2023 (the "Effective Date"), by and between **THE CITY OF PALMDALE**, a municipal corporation ("City") and **COVINGTON INVESTMENTS LLC**, a Nevada limited liability company ("Purchaser").

RECITALS

A. City and Purchaser entered into that certain Purchase and Sale Agreement dated effective as of October 21, 2021, as amended by that certain Administrative Amendment to Purchase and Sale Agreement dated October 18, 2023 (as amended, the "Agreement"), regarding the purchase and sale of certain property located in the City of Palmdale, County of Los Angeles, State of California (the "Property"), as more particularly described in the Agreement.

B. The PSA delegated certain administrative actions to the City Manager to implement the Agreement in writing on behalf of the City.

C. City and Purchaser mutually desire to enter into this administrative Second Amendment to the Agreement to implement the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Purchaser agree as follows:

AGREEMENT

1. Recitals, Definitions and References. The foregoing recitations are true and correct. Each capitalized term used herein, that is not otherwise defined or modified herein, shall have the meaning ascribed to it in the Agreement.

2. Definitions. The following amendments are made to certain definitions set forth in Section 102 of the Agreement:

(a) Closing Date. The definition of "Closing Date" set forth in Section 102 of the Agreement is hereby deleted in its entirety and replaced with the following:

> ""**Closing Date**" means June 1, 2024 for Phase 1A Property and December 29, 2024 for Phase 1B Property subject to the Enforced Delay provisions set forth in Section 510 of this Agreement. Purchaser shall have the right to accelerate the Closing Date with respect to both the Phase 1A Property or the Phase 1B Property via written notice to City (which date must be at least fifteen [15] Business Days after Purchaser's delivery of such written notice).

(b) Escrow Agent. The definition of "Escrow Agent" set forth in Section 102 of the Agreement is hereby deleted in its entirety and replaced with the following:

> ""**Escrow Agent**" means First American Title Insurance Company or another escrow company mutually satisfactory to the parties."

(c) Permitted Transfer. Subsection "a." of the definition of "Permitted Transfer" set forth in Section 102 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "a. A sale, transfer, conveyance or assignment of this Agreement or the Property to an entity which is either (i) an affiliate of Covington Investments, LLC and is owned and controlled by Covington Investments, LLC and/or the Persons owning and controlling Covington Investments, LLC, (ii) a joint venture in which an entity described in clause (i) above is a controlling sponsor member, or (iii) a joint venture in which an entity described in clause (i) above is a non-controlling sponsor member and the controlling member owns or controls at least $1 Billion in assets or has received approval from the City for developer experience and financial capability, which approval the City shall not unreasonably withhold, condition or delay, provided that the City has received and approved entity formation documents confirming the direct ownership and control of Covington Investments, LLC of such entity and has received a certificate from the California Secretary of State that such entity is in good standing to conduct business in the State of California, and the affiliate entity has assumed, in a written instrument reasonably approved by the City, all of Purchaser's obligations under this Agreement; or"

(d) Purchase Price. The definition of "Purchase Price" set forth in Section 102 of the Agreement is hereby deleted in its entirety and replaced with the following:

> ""**Purchase Price**" means (i) with respect to the Phase 1A Property the monetary purchase price for the Property in the amount of Nine Million Five Hundred and Twenty-Three Thousand Eight Hundred and Seventy-One Dollars and 28/100 Cents ($9,523,871.28), and (ii) with respect to the Phase 1B Property the monetary purchase price for the Property in the amount of Three Million Four Hundred and Six Thousand Three Hundred and Ninety-Two Dollars and 00/100 Cents ($3,406,392.00). The Purchase Price has been calculated based on a purchase price of Two Dollars and Thirty Cents ($2.30) per square foot and the gross acreage of the Property (in the aggregate) being 129.06 acres in size (which includes the Phase 1A Property, the Phase 1B Property and the adjacent detention basin shown as "Lot B" on the Site Map). City and Purchaser agree to adjust the Purchase Price prior to Close of Escrow in the event and to the extent the Property is determined to be larger or smaller in gross acreage size by a survey approved by City and Purchaser."

(e) Title Company. The definition of "Title Company" set forth in Section 102 of the Agreement is hereby deleted in its entirety and replaced with the following:

""**Title Company**" means First American Title Insurance Company, National Commercial Services, Attn: Greg Franke, 3281 East Guasti Road, Suite 440, Ontario, California 91761, or another title company mutually agreed upon by the parties for the recording of the Grant Deed and issuance of the Purchaser Title Policy."

(f) Broker's Commission. The definition of "Broker's Commission" set forth in Section 102 of the Agreement is hereby deleted in its entirety and replaced with the following:

""**Broker's Commission**" means the commission to be paid to Craig Peters and Richard Ramirez at CBRE, Inc. (i) at the Close of Escrow with respect to the Phase 1A Property pursuant to Section 207 of this Agreement, in an amount equal to Three Hundred Thirty-Six Thousand One Hundred and Ninety-Two Dollars and 66/100 Cents ($336,192.66), and (ii) at the Close of Escrow with respect to the Phase 1B Property pursuant to Section 207 of this Agreement, in an amount equal to One Hundred Twenty Thousand Two Hundred Forty-Five Dollars and 64/100 Cents ($120,245.64), calculated on the basis of 3.53% of the Purchase Price or as adjusted at the time of closing."

(g) Phase 1A Infrastructure Work. The following is added as a new definition of "Phase 1A Infrastructure Work" in Section 102 of the Agreement:

""**Phase 1A Infrastructure Work**" means the scope of offsite infrastructure work required to be completed in conjunction with the development of the Phase 1A Property, as more particularly described and depicted on Attachment No. 5 of the Second Amendment."

3. Management and Control of Purchaser. Section 104(4) of the Agreement is hereby deleted in its entirety and replaced with the following:

"4. Until the development of the Property has been Completed and City has issued the Release of Construction Covenants for the Property, or a Partial Release of Construction Covenants for the portion of the Property involved, and except for a Permitted Transfer, Purchaser may not assign or attempt to assign all or any part of this Agreement or any right hereunder or make or attempt to make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Property or the improvements thereon or any interest therein, without the prior written consent of the City (such consent not to be unreasonably withheld, conditioned or delayed), which the City agrees to grant if, in its reasonable judgment, the proposed transferee possesses the financial capability and development experience to assure completion of construction of the Property in accordance with the provisions and attachments of this Agreement and within the time frames set forth in the Schedule of Performance (Attachment No. 3). There shall be submitted to City for review all instruments and other legal documents proposed to effectuate any such transfer to confirm compliance with the requirements of Section 104. Upon receipt of such documentation, City Manager

or designee shall confirm to Purchaser and the proposed assignee or transferee in writing within fourteen (14) calendar days of such request whether such transfer request is approved, and in the event the City fails to respond to such request within the aforementioned fourteen (14) calendar day period, the City will be deemed to have approved such transfer request. The approved transferee must assume, in a written instrument reasonably approved by the City, all of Purchaser's obligations under this Agreement with respect to the Property."

4. Description of the Property. Section 103 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The real property to which this Agreement relates consists of two phases, as more particularly designated, respectively, as Phase 1A ("Phase 1A Property") and Phase 1B ("Phase 1B Property") on the "Site Map" attached hereto as Attachment No. 1 and are described, respectively, in the "Legal Description" attached hereto as Attachment No. 2 (the Phase 1A Property and the Phase 1B Property collectively comprise the "Property" under this Agreement; provided, however, as the term "Property" is used in the context of Purchaser's acquisition and development of the Phase 1A Property, City and Purchaser acknowledge and agree that the term "Property" shall mean and refer to the Phase 1A Property only, and as the term "Property" is used in the context of Purchaser's acquisition and development of the Phase 1B Property, City and Purchaser acknowledge and agree that the term "Property" shall mean and refer to the Phase 1B Property only). The Property is located at the southeast corner of Sierra Highway and East Avenue M in the City of Palmdale and is approximately 129.3 gross acres of unimproved real property in the aggregate. The City owns fee title to the Property. City and Purchaser agree to reasonably cooperate and mutually agree upon the final legal descriptions of the Phase 1A Property and the Phase 1B Property prior to the respective Closing Date."

5. Phase 1A and Phase 1B. Notwithstanding anything in the Agreement to the contrary, City and Purchaser hereby agree that, unless Purchaser has delivered written notice to the City at least ten (10) days prior to the Close of Escrow that Purchaser desires to acquire the Phase 1B Property, the initial Close of Escrow under the Agreement shall be for Purchaser's acquisition of only the Phase 1A Property, pursuant to the applicable terms and conditions of the Agreement, as amended by this Second Amendment. From and after the Close of Escrow with respect to the Phase 1A Property, the Agreement shall remain in full force and effect with respect to the Phase 1B Property, except that no additional Good Faith Deposit or Additional Deposit shall be required thereunder. Purchaser shall have the right, upon not less than thirty (30) days' prior written notice to the City, to elect to acquire the Phase 1B Property pursuant to the applicable terms and conditions of the Agreement (as amended by this Second Amendment) applicable to the Phase 1B Property, provided such Closing Date shall occur within the time frame set forth in the Schedule of Performance (Attachment No. 3) with respect thereto. In the event Purchaser has not acquired the Phase 1B Property on or before the time frame set forth in the Schedule of Performance (Attachment No. 3) with respect thereto, then the Agreement shall automatically terminate and be of no further force or effect with respect to the Phase 1B Property, except for those terms and provisions which expressly survive the earlier termination of the Agreement (and, for the

avoidance of doubt, without effect on those terms and conditions of the Agreement applicable to the Phase 1A Property that expressly survive the closing of the Phase 1A Property).

6. Extension Payments.

(a) In partial consideration for the extensions of time provided to Purchaser in this Agreement, and as an extension fee therefor, Purchaser shall, on or before the full execution and delivery of this Second Amendment (i) agree to the immediate release to City as its property of the Good Faith Deposit of $250,000 originally deposited by Purchaser pursuant to Section 204 of the Agreement; and (ii) make an additional cash deposit of Two Hundred Fifty Thousand Dollars and No/100 Cents ($250,000.00) to be held as the new Good Faith Deposit subject to the terms and conditions of this Second Amendment (the "Extension Deposit"). The funds released by the release of the original Good Faith Deposit concurrently with this amendment shall be retained by the City as its property upon payment by the Purchaser and shall not be credited in any way against payment by Purchaser of the Purchase Price. The Extension Deposit will be non-refundable to Purchaser unless (i) Purchaser terminates the Agreement for an inability to obtain the Entitlements despite the good faith and diligent efforts of Purchaser, or (ii) following an uncured City default pursuant to the Agreement. The Extension Deposit, but not the original Good Faith Deposit, shall be credited in favor of Purchaser against the Purchase Price at the Close of Escrow for the Phase 1A Property. It shall be a default by Purchaser of the Agreement if Purchaser fails to release the original Good Faith Deposit to the City as required herein or fails to timely deliver the Extension Deposit, and Purchaser fails to remedy any such failure within ten (10) days after receiving written notice from the City. Nothing in this Second Amendment shall modify in any way the obligation of the Purchaser to deliver the Additional Deposit as and when required by Section 204 of the Agreement.

(b) As additional consideration for such extension of time provided to Purchaser in this Agreement, Purchaser shall, on or before the Close of Escrow to the Phase 1B Property and as a condition precedent to such Close of Escrow, pay to the City the sum of Three Hundred Seventy Thousand Two Hundred Sixty Dollars and 00/100 Cents ($370,260.00) as reimbursement to the City for staff costs, attorney's fees and consultant costs in connection with or arising out of the entitlements for the Project as required by this Agreement. Such payment shall be in addition to and not in lieu of any cost, fee or expense otherwise required by the City pursuant to statutes, ordinances, codes, resolutions and regulations applicable to the City's review of any such entitlements as a municipal corporation.

7. Participation Payments. The second paragraph of Section 207 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "Purchaser shall make the following participation payments to the City as follows: (i) $0.25 per building square foot within 30 business days of issuance of building permit on a per building basis; and (ii) $0.50 per building square foot within 30 business days of issuance of certificate of occupancy on a per building basis."

8. Condition of Title. In furtherance of Sections 211 and 216 of the Agreement, and for the avoidance of doubt, the City agrees to terminate and cause to be removed as an exception

to title of the Property (designated as Phase 1A and 1B on the Site Map) prior to Close of Escrow, the following agreements, along with all underlying leases, subleases and agreements referenced therein to the extent same encumber the Property: (i) that certain Site Lease (A-7453) recorded May 27, 2021 as Instrument No. 20210854927 of the Official Records Recorder's Office of Los Angeles County, California, (ii) that certain Memorandum of Lease Agreement recorded May 27, 2021 as Instrument No. 20210854928 of the Official Records Recorder's Office of Los Angeles County, California, and (iii) that certain Assignment Agreement (A-7454) recorded May 27, 2021 as Instrument No. 20210854929 of the Official Records Recorder's Office of Los Angeles County, California.

9. Evidence of Financing. Section 217 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "As of the date of the Second Amendment, Purchaser has provided the City with sufficient and satisfactory evidence of financing for the Purchaser to acquire the land and construct the minimum 250,000 square foot building as part of the development of the Phase 1A Property (the "**Acquisition and Vertical Construction Capital**"), as follows:
>
> a. Reasonable evidence that Purchaser possesses the equity and/or cash necessary in the approximate amount of Forty Million Dollars ($40,000,000) for the Acquisition and Vertical Construction Capital; and
>
> b. Reasonable evidence of the efforts of Purchaser in support of the proposed sale by the City or instrumentality of the City of community facility district or assessment district bonds in sufficient amount to finance the Infrastructure Capital.
>
> Within the times established in the Schedule of Performance (Attachment No. 3), the Purchaser shall submit to the City evidence reasonably satisfactory to the City Manager or designee that the Purchaser has obtained firm and binding evidence of financing which are sufficient for the construction and development of the remaining portions of Phase 1A Property in accordance with this Agreement ("**Evidence of Financing**"). There shall be separate time requirements in the Schedule of Performance for submittal by Purchaser of evidence of financing for (i) the issuance and sale of community facilities district or assessment district bonds, and funds made available from the net proceeds of such bonds to Purchaser in sufficient amount to pay for the Infrastructure Capital, or reasonable evidence of alternative financing for the said infrastructure, which evidence shall be submitted by Purchaser after the Close of Escrow within the time required by the Schedule of Performance for the Phase 1A Property; and (ii) the construction of the remaining vertical construction of the development of the Phase 1A Property in the minimum total amount of one million (1,000,000) square feet of vertical development on the Property, together with infrastructure capital for such remaining vertical

construction, which evidence shall be submitted by Purchaser after the Close of Escrow within the time required by the Schedule of Performance.

Following the Close of Escrow, Purchaser agrees to use commercially reasonable efforts to assist in the establishment of one or more community facility or assessment districts and the issuance and sale of such bonds by such districts as are necessary to fund the horizontal site work (i.e., public improvements and utilities) necessary for the Phase 1A Infrastructure Work (the "**Infrastructure Capital**"); provided, however, Purchaser's obligation to use commercially reasonable efforts hereunder shall not be deemed to include an obligation on Purchaser or its affiliates to purchase bonds in order to establish such district. In the event the City is unable to sell such bonds, then notwithstanding any other provision of the Agreement, the Second Amendment and attachments thereto, neither the City nor the Purchaser shall be in default of the Agreement as amended. Such bond sale or the absence of such bond sale shall affect the availability to the City of the remedies set forth in Section 404.3 to the extent expressly set forth in Section 404.3 as amended herein. The City's approval under this section relating to the issuance of bonds is in City's capacity as a party under this agreement approving evidence of financing, and shall not be deemed to include an obligation on City or its instrumentalities to form any such district or to market or sell any such bonds.

The City Manager or designee shall approve or disapprove such submissions of Evidence of Financing within the times established in the Schedule of Performance. Such approval shall not be unreasonably withheld, conditioned or delayed. If the City shall disapprove any such evidence of financing, the City shall do so by written notice to the Purchaser stating the reasons for such disapproval."

10. Phase II and Phase III Purchase Price Negotiations. The first sentence of Section 218.a of the Agreement is hereby deleted in its entirety and replaced with the following:

"A purchase price for Phase II of Fifteen Million Seven Hundred Ninety-Four Thousand Eight Hundred and Fifty-Six Dollars ($15,794,856), based on $3.50 per square foot of land to be conveyed and Phase II being one hundred and three and 6/10 (103.6) acres in size, subject to survey adjustment as provided herein for Phase I; and a purchase price for Phase III of Twelve Million Nine Hundred and Three Thousand Five Hundred Sixty-One Dollars ($12,903,561) based on $4.25 per square foot of land to be conveyed and Phase III being sixty nine and 7/10 (69.7) acres in size, subject to survey adjustment as provided herein for Phase I."

11. Phase II and Phase III Broker's Commission Negotiations. Section 218.d is hereby deleted in its entirety and replaced with the following:

"A Broker's Commission shall be included in any purchase and sale agreement for Phase II and Phase III comparable to the provisions of this Agreement, in the amount of Four Hundred Seventy-Three Thousand Eight Hundred and Forty-Five Dollars and Sixty-Eight Cents ($473,845.68) for Phase II, based on 3.00% of the

Phase II purchase price; and in the amount of Three Hundred Eighty-Seven Thousand One Hundred and Six Dollars and Eighty-Three Cents ($421,433.00) for Phase III, based on 3.00% of the Phase III purchase price."

12. Scrivener's Error. The reference to "Petitioner" in Section 304.e is hereby deleted and replaced with "Purchaser".

13. City's Power of Termination Recapture Right. The following new Section 404.3 is hereby added to Section 404 to read in its entirety as follows:

"In the event of the sale of the community facility district or assessment district bonds for the "Infrastructure Capital" as defined in Section 217, as amended by Section 9 of the Second Amendment, within the time set forth in the revised Schedule of Performance attached hereto (subject to any extension(s) reasonably provided by City Manager) and the Purchaser has prior to such time received the net proceeds of such bonds for the construction of such Infrastructure Capital, then notwithstanding any other provision of this Section 404 to the contrary, the City shall not at any time thereafter have the right to pursue any of the rights or remedies of this Section 404, including without limitation the right to reenter, repossess and/or revest in the City all or any portion of the title to the Property.

"The Form of Grant Deed (PSA Attachment No. 4) conveying title to the Property to Purchaser has been revised and is attached to this Second Amendment so as to provide for the automatic application of the provisions of this Section 404.3 without the need for the any subsequent recordation to be made by the parties hereto to effect a release of the Section 404 remedies as provided herein. City shall provide any reasonable estoppel certificate or other reasonably requested document to the holders, owners and other beneficiaries of the Infrastructure Financing as reasonably required to assure the termination of City remedies Section 404 as provided herein."

14. Notices

Jackson Walker LLP
777 Main Street, Suite 2100
Fort Worth, Texas 76012
Attn: Jarrod Cone

15. Attachment No. 1 - Site Map. Attachment No. 1 of the Agreement is hereby deleted in its entirety and replaced with the Attachment No. 1 attached to this Second Amendment.

16. Attachment No. 2 - Legal Description. Attachment No. 2 of the Agreement is hereby deleted in its entirety and replaced with the Attachment No. 2 attached to this Second Amendment.

17. Attachment No. 3 - Schedule of Performance. Attachment No. 3 of the Agreement is hereby deleted in its entirety and replaced with the Attachment No. 3 attached to this Second Amendment.

18. Attachment No. 4 – Form of Grant Deed. Attachment No. 4 of the Agreement is hereby deleted in its entirety and replaced with the Attachment No. 4 attached to this Second Amendment.

19. Release of Phases 2, 3 and 4. A new paragraph shall be added to Section 219, Pre-Conditions to Exclusive Negotiations; Termination to read as follows:

> "In the event Purchaser is in default under this Agreement and/or the covenants of the Grant Deed (subject to the notice and cure periods of Section 401(4), any extensions provided by the City Manager authorized under this Agreement and the Enforced Delay provisions of this Agreement) as to any Phase of development, including but not limited to the duty of Purchaser to complete the timely development of 250,000 square feet on Phase 1A Property and the failure to timely develop a minimum of 1,000,000 square feet of buildings on the land designated as Phase 1A and 1B of the Site Map in accordance with all of the provisions of the Agreement and its attachments, including without limitation the time requirements of the Schedule of Performance, then City shall have the right to terminate the Agreement as to any remaining phase or phases of development which is or are subsequent to the phase in which any such default occurred, retain such remaining phase or phases as its property free of any duty to negotiate its sale with Purchaser, and to market and sell the property comprising such phase or phases to any third party without interference or objection of any kind of the Purchaser."

20. Full Force and Effect. Except as specifically amended hereby, the Agreement remains in full force and effect and is hereby ratified by the parties hereto. In the event that any of the terms or conditions of the Agreement conflict with this Second Amendment, the terms and conditions of this Second Amendment shall control. Any references to the "Agreement" in the Agreement or any document delivered in connection therewith shall be deemed to mean the Agreement as amended hereby.

21. Counterparts; Signatures. This Second Amendment may be executed and delivered by the parties in several or separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the City and Purchaser have signed this Second Amendment to be effective as of the Effective Date.

"PURCHASER"

COVINGTON INVESTMENTS LLC.
a Nevada limited liability company

By: _____
Name: Mark Milakovich
Title: Authorized Signatory

"CITY"

CITY OF PALMDALE.
a municipal corporation

By: _____
Ronda Perez
City Manager

ATTEST:

By: _____
Roxanne Faber
Acting City Clerk

APPROVED AS TO FORM:

By: William P. Curley _____
William P. Curley, III
City Attorney

By: KANE, BALLMER & BERKMAN

By: Manny O. Kane _____
City Special Counsel

IN WITNESS WHEREOF, the City and Purchaser have signed this Second Amendment to be effective as of the Effective Date.

"PURCHASER"

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a Nevada limited liability company

By: _____
Name: Mark Milakovich
Title: Authorized Signatory

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By: _____
Ronda Perez
City Manager

ATTEST:

By: _____
Roxanne Faber
Acting City Clerk

APPROVED AS TO FORM:

By: _____
William P. Curley, III
City Attorney

By: KANE, BALLMER & BERKMAN

By: _____
City Special Counsel

IN WITNESS WHEREOF, the City and Purchaser have signed this Second Amendment to be effective as of the Effective Date.

"PURCHASER"

COVINGTON INVESTMENTS LLC,
a Nevada limited liability company

By: _____
Name: Mark Milakovich
Title: Authorized Signatory

"CITY"

CITY OF PALMDALE,
a municipal corporation

By: _____
Ronda Perez
City Manager

ATTEST:

By: _____
Roxanne Faber
Acting City Clerk

APPROVED AS TO FORM:

By: _____
William P. Curley, III
City Attorney

By: KANE, BALLMER & BERKMAN

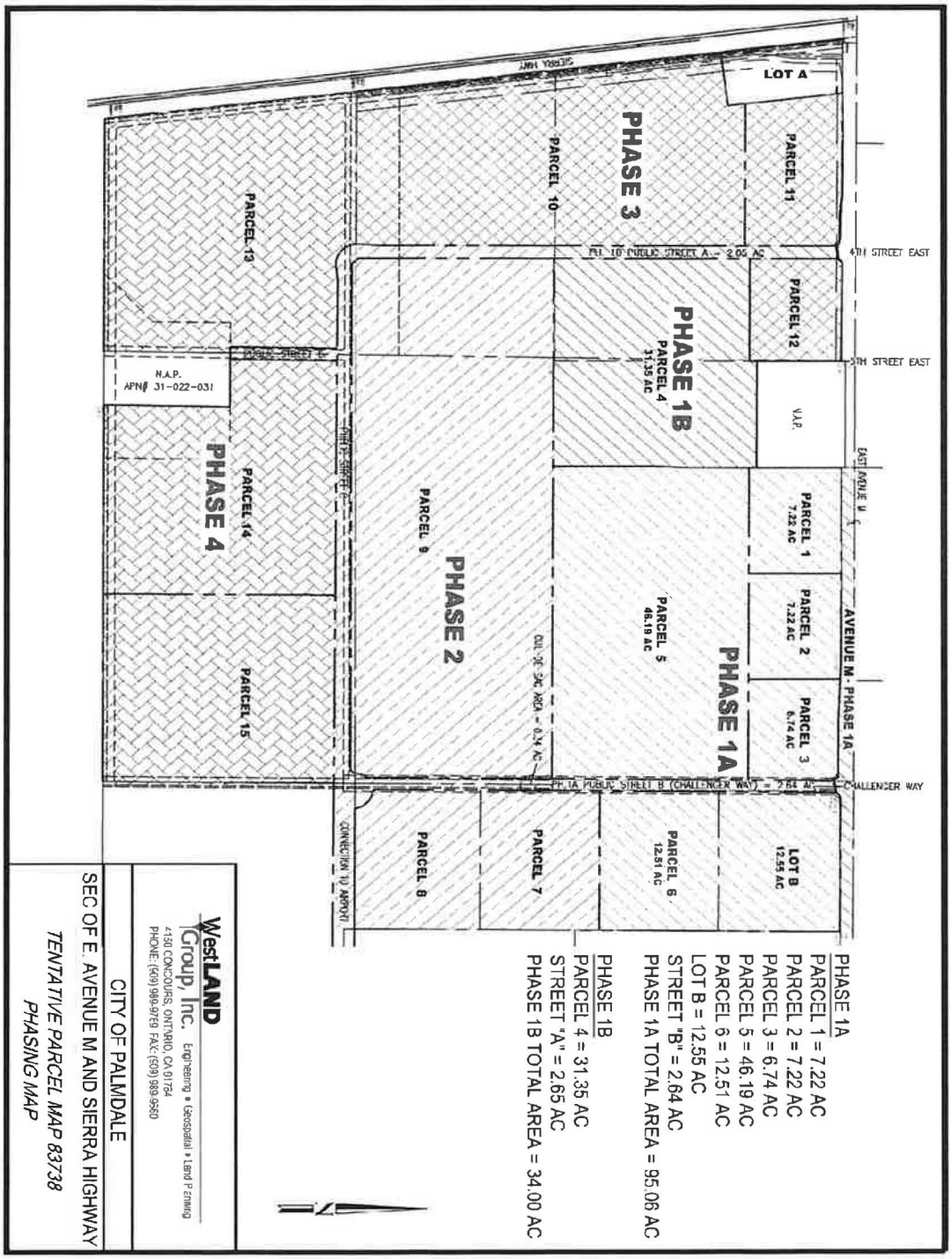
By: _____
City Special Counsel

ATTACHMENTS:

ATTACHMENT NO. 1 – SITE MAP
ATTACHMENT NO. 2 – LEGAL DESCRIPTION
ATTACHMENT NO. 3 – SCHEDULE OF PERFORMANCE
ATTACHMENT NO. 4 – FORM OF GRANT DEED
ATTACHMENT NO. 5 – PHASE 1A INFRASTRUCTURE WORK

ATTACHMENT NO. 1

SITE MAP



ATTACHMENT NO. 2

LEGAL DESCRIPTION

Phase 1A Property:

[TO BE UPDATED PRIOR TO THE CLOSE OF ESCROW]

Phase 1B Property:

[TO BE UPDATED PRIOR TO THE CLOSE OF ESCROW]

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

1. Purchaser shall execute Agreement and deliver Agreement to City.	Prior to the approval by the City.
2. Purchaser shall release and pay the original Good Faith Deposit to the City and deliver the Extension Deposit to the City.	On or before the execution of the Agreement by the City.
3. City and Purchaser shall open an escrow for the conveyance of the Site.	Within ten (10) calendar days following the execution of the Agreement by the City.
4. City shall furnish the Due Diligence Documents to Purchaser.	Within fifteen (15) calendar days after the Effective Date.
5. Purchaser shall submit Conceptual Plans, Drawings and related documents for the development of the Site pursuant to Section 303.	Within sixty (60) calendar days of the execution of the Agreement by the City.
6. Purchaser shall use commercially reasonable efforts to pursue and obtain all Entitlements for the construction and development required by this Agreement.	From and after the execution of the Agreement on a schedule consistent with times required by the Agreement for the Closing Date and commencement and completion of construction of the Project.
7.1 Purchaser shall submit Evidence of Financing pursuant to Section 217 to the City for its approval or disapproval for the Phase 1A Infrastructure Work required for the development of the Phase 1A Property, as well as the construction of Phase I minimum 250,000 square feet.	Prior to the execution of the Second Amendment.
7.2 Sale of bonds to fund the Phase 1A Infrastructure Work or submission by Purchaser to City for City approval of alternate method of infrastructure financing.	On or before January 2, 2025.

7.3 Purchaser shall submit Evidence of Financing pursuant to Section 217 to the City for its approval or disapproval for construction of minimum total Phase I construction of 1,000,000 square feet	From and after the execution of the Second Amendment on a schedule consistent with times required by the Agreement for the Closing Date for the Phase 1A Property and commencement and completion of construction of the Project on the Phase 1A Property.
8. City shall approve or disapprove Evidence of Financing.	As to Item 7.1, prior to the execution of the Second Amendment; as to all other evidence of financing submissions, within ten (10) calendar days after submission.
9.1 Closing Date for the Close of Escrow on Phase 1A Property.	June 1, 2024.
9.2 Closing Date for the Close of Escrow on Phase 1B Property.	December 29, 2024.
10.1 Purchaser shall commence construction of the site work and the Phase 1A Infrastructure Work required for development of Phase 1A.	No later than January 2, 2025.
10.2 Purchaser shall commence vertical construction of Phase 1A.	No later than September 1, 2025.
11. Purchaser shall complete the site work and Phase 1A Infrastructure Work required for the development of Phase 1A, as well as the construction of Phase I minimum 250,000 square feet on the Phase 1A Property.	No later than July 2, 2026.
12. Purchaser shall commence construction of minimum total Phase 1A construction of 1,000,000 square feet.	No later than six (6) months following the completion of construction of the first building of Phase I.
13. Purchaser shall complete construction of minimum total Phase 1A construction of 1,000,000 square feet.	Within fifteen (15) months of commencement of construction.

14. Purchaser shall complete construction of the offsite infrastructure required for the development of the Phase 1B Property.	Prior to entering into negotiations with City for Phase II.
15. City and Purchaser shall complete good faith negotiations for Phase II.	Within six (6) months of commencement of negotiation.
16. Closing Date for the Close of Escrow on Phase II, in the event the Phase II PSA is approved and entered into.	No later than fifteen (15) months following the completion of construction of the first building of Phase I.
17. City and Purchaser complete good faith negotiations for Phase III.	Within six (6) months of commencement of negotiations.
18. Closing Date for the Close of Escrow on Phase III, in the event the Phase III PSA is approved and entered into.	No later than fifteen (15) months following the completion of the first building of Phase II.

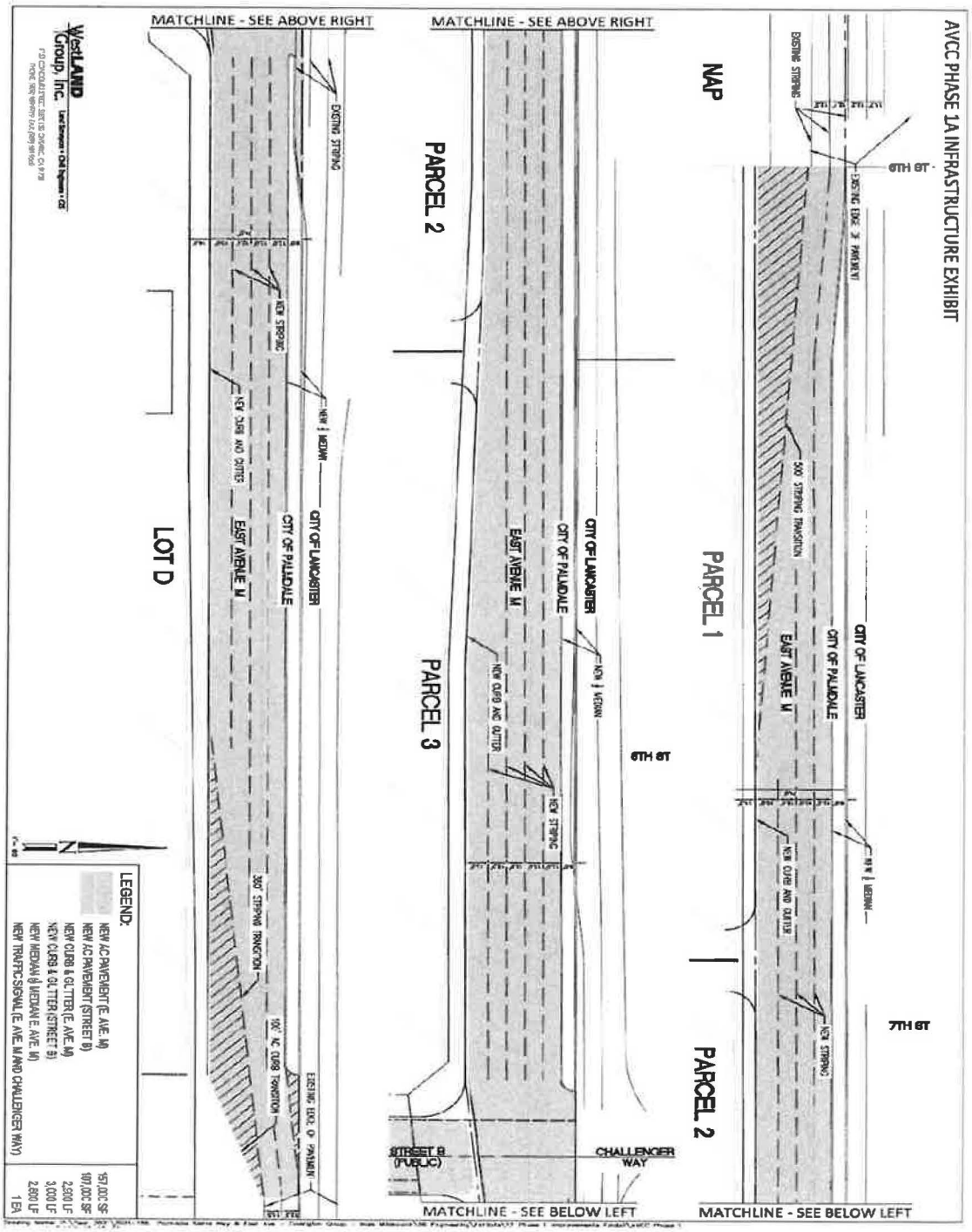
ATTACHMENT NO. 4

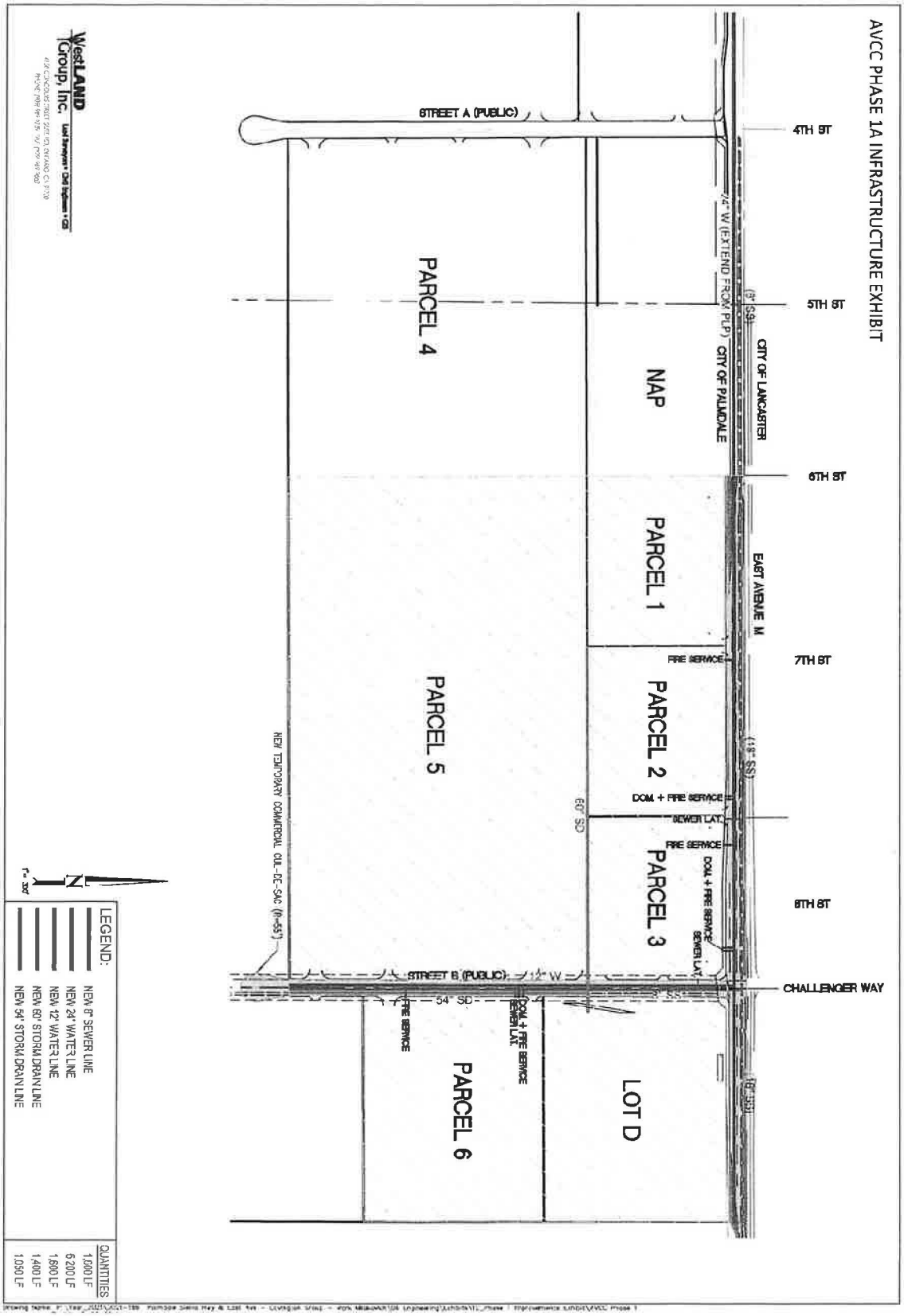
FORM OF GRANT DEED

[Follows this cover page.]

ATTACHMENT NO. 5

PHASE 1A INFRASTRUCTURE WORK




AVCC PHASE 1A INFRASTRUCTURE EXHIBIT
WestLAND Group, Inc.
STREET A (PUBLIC)
4TH ST
5TH ST
6TH ST
7TH ST
8TH ST
CHALLENGER WAY
CITY OF LANCASTER
CITY OF PALMDALE
EAST AVENUE M
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
PARCEL 6
NAP
LOT D
FIRE SERVICE
DOM. + FIRE SERVICE
SEWER LAT.
60" SD
54" SD
NEW TEMPORARY COMMERCIAL CUL-DE-SAC (R-55')
STREET B (PUBLIC)
1" = 300'
N
LEGEND:
NEW 8" SEWER LINE
NEW 24" WATER LINE
NEW 12" WATER LINE
NEW 60" STORM DRAIN LINE
NEW 54" STORM DRAIN LINE
QUANTITIES
1,000 LF
6,200 LF
1600 LF
1,400 LF
1,050 LF

ORIGINAL

ADMINISTRATIVE AMENDMENT TO PURCHASE AND SALE AGREEMENT

(AGREEMENT NO. A-7575)

This ADMINISTRATIVE AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Third Amendment") is entered into as of _____, 2024 (the "Effective Date"), by and between **THE CITY OF PALMDALE**, a municipal corporation ("City") and **COVINGTON INVESTMENTS LLC**, a Nevada limited liability company ("Purchaser").

RECITALS

A. City and Purchaser entered into that certain Purchase and Sale Agreement dated effective as of October 21, 2021 (the "Original Agreement"), as amended by that certain Administrative Amendment to Purchase and Sale Agreement dated October 18, 2023 (the "First Amendment"), and that certain Administrative Amendment to Purchase and Sale Agreement dated November 21, 2023 (the "Second Amendment"; referred to herein with the Original Agreement and the First Amendment, collectively, as the "Agreement"), regarding the purchase and sale of certain property located in the City of Palmdale, County of Los Angeles, State of California (the "Property"), as more particularly described in the Agreement.

B. The Agreement delegated certain administrative actions to the City Manager to implement the Agreement in writing on behalf of the City.

C. City and Purchaser mutually desire to enter into this administrative Third Amendment to the Agreement to implement the Agreement as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Purchaser agree as follows:

AGREEMENT

1. Recitals, Definitions and References. The foregoing recitations are true and correct. Each capitalized term used herein, that is not otherwise defined or modified herein, shall have the meaning ascribed to it in the Agreement.

2. Definitions. The following amendments are made to certain definitions set forth in Section 102 of the Agreement (as same may have been previously amended):

(a) Closing Date. The definition of "Closing Date" set forth in Section 102 of the Agreement is hereby deleted in its entirety and replaced with the following:

> ""**Closing Date**" means (i) with respect to the Phase 1A Property, the Phase 1A Closing Date, and (ii) with respect to the Phase 1B Property, the Phase 1B Closing Date.

(b) Phase 1A Closing Date. The following is added as a new definition of "Phase 1A Closing Date" in Section 102 of the Agreement:

> ""**Phase 1A Closing Date**" means the earlier to occur of: (i) the 60th day after Purchaser has executed one or more tenant leases for a minimum of 250,000 square feet of building space at the Phase 1A Property, (ii) the 60th day after Purchaser notifies the City that Purchaser has secured financing for the speculative construction of a minimum of 250,000 square foot building at the Phase 1A Property, or (iii) June 30, 2025, subject to the Enforced Delay provisions set forth in Section 510 of this Agreement. Purchaser shall have the right to accelerate the Phase 1A Closing Date via written notice to City (which date must be at least fifteen [15] Business Days after Purchaser's delivery of such written notice)."

(c) Phase 1B Closing Date. The following is added as a new definition of "Phase 1B Closing Date" in Section 102 of the Agreement:

> ""**Phase 1B Closing Date**" means the earlier to occur of: (i) the 60th day after Purchaser has executed one or more tenant leases for 1,000,000 or more square feet of building space at the Property in the aggregate, or (ii) June 30, 2026, subject to the Enforced Delay provisions set forth in Section 510 of this Agreement. Purchaser shall have the right to accelerate the Phase 1B Closing Date via written notice to City (which date must be at least fifteen [15] Business Days after Purchaser's delivery of such written notice)."

(d) Phase 1A Infrastructure Work. The definition of "Phase 1A Infrastructure Work" set forth in Section 102 of the Agreement (as added by the Second Amendment) is hereby deleted in its entirety and replaced with the following:

> ""**Phase 1A Infrastructure Work**" means the scope of offsite infrastructure work required to be completed in conjunction with the development of the Phase 1A Property, as more particularly described and depicted on **Exhibit B** of the Third Amendment."

3. Marketing Activities and Meetings. From the Effective Date until the triggering of the Phase 1A Closing Date, Purchaser agrees to diligently and in good faith use commercially reasonable efforts to market the Property to prospective industrial tenants and users in the market area of the Property, which efforts shall include engaging a third-party broker and maintaining CoStar listings for the Property. On a monthly basis (unless Seller and Purchaser mutually agree otherwise), Seller and Purchaser agree to hold monthly update meetings (which may be virtual or via telephone conference) to discuss the Property's leasing and marketing activities, general updates of activity in the market area of the Property, and prospective tenants that have contacted the Seller and/or Seller's economic development team regarding occupying space in the City of Palmdale, California. The obligations of Purchaser under this Section 3 are in addition to and do not replace or modify in any way any of the other obligations of Purchaser, or relevant definitions, set forth in the Agreement, as amended.

4. Attachment No. 3 - Schedule of Performance. Attachment No. 3 of the Agreement (as attached to the Second Amendment) is hereby deleted in its entirety and replaced with **Exhibit A** (Attachment No. 3) attached to this Third Amendment.

5. Attachment No. 5 – Phase 1A Infrastructure Work. Attachment No. 5 of the Agreement (as attached to the Second Amendment) is hereby deleted in its entirety and replaced with **Exhibit B** (Attachment No. 5) attached to this Third Amendment.

6. Termination and Release of Phases. Section 219 of the Agreement as amended by Section 19 of the Second Amendment is further amended by replacing the language added to Section 219 by said Section 19 in its entirety and replacing the same with the following:

> "In the event Purchaser is in default under this Agreement and/or the covenants of the Grant Deed (subject to the notice and cure periods of Section 401(4), any extensions provided by the City Manager authorized under this Agreement and the Enforced Delay provisions of this Agreement) as to Phase 1A and/or Phase 1B, including but not limited to the duty of Purchaser to complete the timely development of 250,000 square feet on Phase 1A Property and the failure to timely develop a minimum of 1,000,000 square feet of buildings on the land designated as Phase 1A and 1B of the Site Map in accordance with the Agreement and its attachments, including without limitation the time requirements of the Schedule of Performance, then City shall have the right to terminate the Agreement as to Phase 1A and/or Phase 1B, as applicable, and retain such remaining phase or phases as its property free of any duty to negotiate its sale with Purchaser, and to market and sell the property comprising such phase or phases to any third party without interference or objection of any kind of the Purchaser.
>
> "From and after the second anniversary of the date scheduled in the Schedule of Performance for the conveyance of the Phase 1A Property to Purchaser, and notwithstanding any provisions of the PSA, as amended, to the contrary but subject to the provisions below, City shall have the right, whether default of Purchaser under the PSA exists or not, to terminate the Agreement as to Phase 3 and/or Phase 4, or any portion or portions thereof which may be selected by the City (as applicable, the "Reclaimed Property"), and to retain in the City title to such Reclaimed Property as its property free of any duty to negotiate its sale with Purchaser, and to market and sell the Reclaimed Property to any third party end user of the Reclaimed Property or developers that have provided reasonable evidence to the City and Purchaser that it has been engaged by a third party end user to acquire and develop the Reclaimed Property on such end user's behalf, thus excluding speculative developers (as applicable, the "User") without interference or objection of any kind of the Purchaser. City's rights to obtain such release or termination of the Phase 3 and/or Phase 4 Property or any portion thereof under this paragraph shall be subject to (i) the City providing Purchaser with a written notice that it has received unsolicited and bona fide interest of a User to develop any such property; and (ii) the City providing Purchaser with a reasonable opportunity to make a binding offer to meet or better any offer from any such User (reasonable evidence and the terms of such offer to be shared with Purchaser) as to all of the following: purchase price amount, time to close escrow to purchase the property from the City, time to commence construction of agreed

infrastructure and vertical improvements and the time to complete such construction. So long as Purchaser is not in default of the Schedule of Performance, the City agrees (a) not to solicit interest in the Property from third parties without Purchaser being included as party to such discussions, and (ii) not to terminate the Agreement as to Phase 3 and/or Phase 4, or any portion or portions thereof, in order to sell same to any third party for a purchase price that is less than the then most-recent purchase price paid by Purchaser for land from the City. The City shall not commence negotiations with any User for the sale of any Reclaimed Property unless and until the earliest of (x) 90 days after the notice to Purchaser under clause (i) of this paragraph, or (y) written notice from Purchaser of no objection to such City negotiations with such User. In the event the City conveys any Reclaimed Property to a User pursuant to the provisions of this paragraph, City shall reimburse Purchaser or cause Purchaser to be reimbursed to Purchaser the Prorated Cost of (1) any development plans, studies, environmental impact reports, Environmental Clearance Work Product (defined below) and/or other development reports, applications and permits that are used by User to develop any Reclaimed Property, provided such User has been assigned all necessary and assignable rights to use such plans, studies or reports for such purposes applicable to the Reclaimed Property, and (2) the Prorated Cost of offsite construction costs attributable to the Reclaimed Property. For purposes of this paragraph, "Prorated Costs" shall mean that portion of the actual costs incurred by Purchaser, including, without limitation, financing and legal costs and expenses incurred in connection with the items described in the preceding sentence, prorated between the area of the Reclaimed Property conveyed to such User and the entire area primarily benefitted by such applicable development plans, studies, reports, applications, permits and/or offsite improvements. City's rights under this paragraph shall not be applicable to the sale of property to a third party developer and/or any third party end user who is concurrently actively negotiating with Purchaser for the same or similar development of the property involved."

7. Assignment of Environmental Clearance Work Product.

(a) Environmental Clearance Work Product, as defined in subparagraph 7(b) below, for the development and construction of the Project, to the extent prepared by or for Purchaser pursuant to or in furtherance of the Project, are hereby collaterally assigned to the City, without any representations or warranties of any kind or nature, express or implied, as security for Purchaser's obligations under the Agreement, as amended, and for use by the City following any termination or release of the Property or any portion thereof from the terms of this Agreement, subject to the provisions of this Agreement. Upon the occurrence of any of the following events (each, a "Triggering Event"): (i) this Agreement is terminated by the City with respect to all or any portion of the Property pursuant to the default and cure provisions of the Agreement, (ii) any portion of the Property reverted to the City pursuant to the terms of any applicable Grant Deed, and/or (iii) any portion of Phase 3 and/or Phase 4 is released from the provisions of this Agreement pursuant to Section 6 of this Third Amendment (such terminated, reverted or released property being referred to herein, collectively, as the "Released Property"), Purchaser must, within ten (10) business days of such Triggering Event, transmit copies of all such Environmental Work Product generated to date with respect to the Released Property to the City without any representations or

warranties of any kind or nature, express or implied, but for the purpose that same would permit the City and/or its successors and assigns to use such Environmental Clearance Work Product for the development of the Released Property, without claims of any kind from Purchaser. Notwithstanding anything herein to the contrary, at all times prior to a Triggering Event, Purchaser shall retain the right to exercise any and all rights and powers granted in connection with the Environmental Clearance Work Product and/or under any agreements with respect thereto, and the collateral assignment granted herein to the City shall become automatically subordinate in all respects to the rights of Purchaser's lender with respect to any portion of the Property that becomes subject to third party construction financing (as evidenced by a recorded deed of trust encumbering such portion of the Property), and the City agrees to promptly execute and deliver such commercially reasonable instrument(s) requested by such lender in connection with Purchaser's construction financing.

(b) The term "Environmental Clearance Work Product" shall mean, to the extent assignable, Purchaser's right, title and interest in and to all environmental studies, reports, impact reports, applications, plans, and related data and information derived from the work prepared by or for Purchaser in connection with any environmental clearance required or to be issued for the Project, including but not limited to all such work product used by Purchaser in connection with requirements arising under statutes, regulations and guidelines of or relating to the National Environmental Protection Act, the California Environmental Quality Act, the California Department of Fish and Wildlife and any other governmental agency having jurisdiction over the Project, including the City, with respect to potential environmental impacts of the Project. For the avoidance of doubt, "Environmental Clearance Work Product" expressly excludes any architectural, design, engineering and development agreements and related work product, as well as any underlying contracts or agreements of Purchaser with any third-parties, including any environmental consultants, in connection with the generation of the Environmental Clearance Work Product described herein above.

(c) To effectuate the assignment of Environmental Clearance Work Product described in paragraph 7(a), in conjunction with Purchaser's acquisition of each portion or Phase of the Property, Purchaser will execute and deliver to the City an Assignment of Environmental Clearance Work Product (the "Assignment"), substantially in the form attached to this Third Amendment as **Exhibit C** with respect to the Environmental Clearance Work Product relating to the applicable acquired property; provided, however, Purchaser shall use commercially reasonable efforts to cause any applicable third party consultants to execute the consent attached to the Assignment as Attachment A. For the avoidance of doubt, nothing herein obligates Purchaser to take any actions, make any payments, incur any liabilities or obligations in connection with any Environmental Clearance Work Product at any time, either prior to or following a Triggering Event, and the assignment of the Environmental Clearance Work Product to the City is made as solely as a convenience to the City, and without any representations or warranties of any kind or nature, express or implied, and without any ongoing liability or obligation of Purchaser whatsoever.

(d) The provisions of this Section 7 shall similarly be incorporated into any purchase and sale agreement entered into between the City and Purchaser for Phase 2 and/or Phase 3 and/or Phase 4 or any portion thereof.

8. Full Force and Effect. Except as specifically amended hereby, the Agreement remains in full force and effect and is hereby ratified by the parties hereto. In the event that any of the terms or conditions of the Agreement conflict with this Third Amendment, the terms and conditions of this Third Amendment shall control. Any references to the "Agreement" in the Agreement or any document delivered in connection therewith shall be deemed to mean the Agreement as amended hereby.

9. Counterparts; Signatures. This Third Amendment may be executed and delivered by the parties in several or separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the City and Purchaser have signed this Third Amendment to be effective as of the Effective Date.

"PURCHASER"

COVINGTON INVESTMENTS LLC,
a Nevada limited liability company

By: _____
Name: Mark Milakovich
Title: Authorized Signatory

"CITY"

CITY OF PALMDALE,
a municipal corporation

By: _____
Ronda Perez
City Manager

ATTEST:

By: _____
Roxanne Faber
City Clerk

APPROVED AS TO FORM:

By: _____
William P. Curley, III
City Attorney

By: KANE, BALLMER & BERKMAN

By: _____
City Special Counsel

IN WITNESS WHEREOF, the City and Purchaser have signed this Third Amendment to be effective as of the Effective Date.

"PURCHASER"

COVINGTON INVESTMENTS LLC,
a Nevada limited liability company

By: _____
Name: Mark Milakovich
Title: Authorized Signatory

"CITY"

CITY OF PALMDALE,
a municipal corporation

By: _____
Ronda Perez
City Manager

ATTEST:

By: _____
Roxanne Faber
Acting City Clerk

APPROVED AS TO FORM:

By: _____
William P. Curley, III
City Attorney

By: KANE, BALLMER & BERKMAN

By: Murray O. Kane
City Special Counsel

ATTACHMENTS:

EXHIBIT A – ATTACHMENT NO. 3 – SCHEDULE OF PERFORMANCE
EXHIBIT B – ATTACHMENT NO. 5 – PHASE 1A INFRASTRUCTURE WORK
EXHIBIT C – ASSIGNMENT OF ENVIRONMENTAL CLEARANCE WORK PRODUCT

EXHIBIT A

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

1. Purchaser shall execute Agreement and deliver Agreement to City.	Prior to the approval by the City.
2. Purchaser shall release and pay the original Good Faith Deposit to the City and deliver the Extension Deposit to the City.	On or before the execution of the Agreement by the City.
3. City and Purchaser shall open an escrow for the conveyance of the Site.	Within ten (10) calendar days following the execution of the Agreement by the City.
4. City shall furnish the Due Diligence Documents to Purchaser.	Within fifteen (15) calendar days after the Effective Date.
5. Purchaser shall submit Conceptual Plans, Drawings and related documents for the development of the Site pursuant to Section 303.	Within sixty (60) calendar days of the execution of the Agreement by the City.
6. Purchaser shall use commercially reasonable efforts to pursue and obtain all Entitlements for the construction and development required by this Agreement.	From and after the execution of the Agreement on a schedule consistent with times required by the Agreement for the Closing Date and commencement and completion of construction of the Project.
7.1 Purchaser shall submit Evidence of Financing pursuant to Section 217 to the City for its approval or disapproval for the Phase 1A Infrastructure Work required for the development of the Phase 1A Property, as well as the construction of Phase I minimum 250,000 square feet.	Prior to the execution of the Second Amendment.

7.2 Sale of bonds to fund the Phase 1A Infrastructure Work or submission by Purchaser to City for City approval of alternate method of infrastructure financing.	Within 360 days after the Phase 1A Closing Date.
7.3 Purchaser shall submit Evidence of Financing pursuant to Section 217 to the City for its approval or disapproval for construction of minimum total Phase I construction of 1,000,000 square feet	From and after the execution of the Second Amendment on a schedule consistent with times required by the Agreement for the Closing Date for the Phase 1A Property and commencement and completion of construction of the Project on the Phase 1A Property.
8. City shall approve or disapprove Evidence of Financing.	As to Item 7.1, prior to the execution of the Second Amendment; as to all other evidence of financing submissions, within ten (10) calendar days after submission.
9.1 Outside Closing Date for the Close of Escrow on Phase 1A Property.	June 30, 2025.
9.2 Outside Closing Date for the Close of Escrow on Phase 1B Property.	June 30, 2026.
10.1 Purchaser shall commence construction of the site work and the Phase 1A Infrastructure Work required for development of Phase 1A.	Within 360 days after the Phase 1A Closing Date.
10.2 Purchaser shall commence vertical construction of Phase 1A.	Within 455 days after the Phase 1A Closing Date.
11. Purchaser shall complete the site work and Phase 1A Infrastructure Work required for the development of Phase 1A, as well as the construction of Phase I minimum 250,000 square feet on the Phase 1A Property.	Within 780 days after the Phase 1A Closing Date.
12. Purchaser shall commence construction of minimum total Phase 1A construction of 1,000,000 square feet.	No later than six (6) months following the completion of construction of the first building of Phase I.

13. Purchaser shall complete construction of minimum total Phase 1A construction of 1,000,000 square feet.	Within fifteen (15) months of commencement of construction.
14. Purchaser shall complete construction of the offsite infrastructure required for the development of the Phase 1B Property.	Prior to entering into negotiations with City for Phase II.
15. City and Purchaser shall complete good faith negotiations for Phase II.	Within six (6) months of commencement of negotiation.
16. Closing Date for the Close of Escrow on Phase II, in the event the Phase II PSA is approved and entered into.	No later than fifteen (15) months following the completion of construction of the first building of Phase I.
17. City and Purchaser complete good faith negotiations for Phase III.	Within six (6) months of commencement of negotiations.
18. Closing Date for the Close of Escrow on Phase III, in the event the Phase III PSA is approved and entered into.	No later than fifteen (15) months following the completion of the first building of Phase II.

EXHIBIT B

ATTACHMENT NO. 5

PHASE 1A INFRASTRUCTURE WORK

[TO BE INSERTED]

EXHIBIT C

ASSIGNMENT OF ENVIRONMENTAL CLEARANCE WORK PRODUCT

ASSIGNMENT OF ENVIRONMENATL CLEARANCE WORK PRODUCT

FOR VALUE RECEIVED, the undersigned, **COVINGTON INVESTMENTS LLC**, a Nevada limited liability company ("Purchaser"), assigns to the **CITY OF PALMDALE**, a municipal corporation ("City"), all of its rights, title and interest in and to all Environmental Clearance Work Product (as defined in the Third Amendment) prepared by or for Purchaser for the development and construction of the Project and relating to the Released Property described on Schedule 1 attached hereto. The foregoing assignment by Purchaser is made without any representations or warranties of any kind or nature, express or implied.

This ASSIGNMENT OF ENVIRONMENTAL CLEARANCE WORK PRODUCT ("Assignment") constitutes a collateral assignment to City as of the Effective Date, and is made in conjunction with that certain Purchase and Sale Agreement dated effective as of October 21, 2021 (the "Original Agreement"), as amended by that certain Administrative Amendment to Purchase and Sale Agreement dated October 18, 2023 (the "First Amendment"), that certain Administrative Amendment to Purchase and Sale Agreement dated November 21, 2023 (the "Second Amendment" and that certain Administrative Amendment to Purchase and Sale Agreement dated _____, 2024 (the "Third Amendment", referred to herein with the Original Agreement and First, Second and Third Amendment, collectively with any subsequent amendments, as the "PSA"). The PSA was entered into regarding the purchase and sale of certain property located in the City of Palmdale, County of Los Angeles, State of California (the "Property"), as more particularly described in the PSA, and its development by Purchaser. Capitalized terms not otherwise defined herein have the meaning set forth in the PSA.

Upon the occurrence of a Triggering Event under the PSA, City may, in its sole discretion, give notice to Purchaser and its consultants responsible for any Environmental Clearance Work Product of its intent to enforce its rights to receive an assignment of the Environmental Clearance Work Product. Purchaser acknowledges that by accepting this Assignment, City does not assume any of Purchaser's obligations under the Environmental Clearance Work Product agreements and documents. City acknowledges that by accepting this Assignment, Purchaser does not accrue any obligations or liability to City with respect to the Environmental Clearance Work Product from and after the occurrence of any Triggering Event. Notwithstanding anything herein to the contrary, at all times prior to a Triggering Event, Purchaser retains the right to exercise any and all rights and powers granted in connection with the Environmental Clearance Work Product and/or under any agreements with respect thereto, and the collateral assignment granted herein to the City shall become automatically subordinate in all respects to the rights of Purchaser's lender with respect to

any portion of the Property that becomes subject to third party construction financing (as evidenced by a recorded deed of trust encumbering such portion of the Property).

This Assignment secures performance by Purchaser of all obligations of Purchaser under the PSA. This Assignment is supplemented by the provisions of the PSA and said provisions are incorporated herein by reference.

This Assignment will be governed by the laws of the State of California, without reference to the principles governing conflicts of laws, and Purchaser consents to the jurisdiction of any Federal or State Court within the State of California having proper venue for the filing and maintenance of any action arising hereunder and agrees that the prevailing party in any such action will be entitled, in addition to any other recovery, to reasonable attorney's fees and costs.

This Assignment will be binding upon and inure to the benefit of the heirs, legal representatives, assigns, and successors-in-interest of Purchaser and City; provided, however, this will not be construed and is not intended to waive any restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation or encumbrance by Purchaser contained in the PSA.

The attached Consent of consultants, Schedule 2 and Attachment A are incorporated by reference.

PURCHASER:

Executed as of _____202__.

COVINGTON INVESTMENTS LLC,
a Nevada limited liability company

By: _____
Name: Mark Milakovich
Title: Authorized Signatory

ATTACHMENT A

CONSENT OF CONSULTANTS

The undersigned consultant ("Consultant") hereby consents to the foregoing Assignment to which this Consultant's Consent ("Consent") is part, and acknowledges that there presently exists no unpaid claims due to the Consultant except as set forth on Schedule 1 attached hereto, arising out of the preparation and delivery of the Environmental Clearance Work Product to Purchaser and/or the performance of the Consultant's obligations under the Assignment.

Consultant agrees that if, at any time, City will become the owner of said Property, or, pursuant to its rights under the PSA, elects to undertake or cause the completion of construction of the Project on any portion of the Property, in accordance with the Environmental Clearance Work Product, and gives Consultant written notice of such election; THEN, so long as Consultant has received, receives or continues to receive the compensation called for under the Agreement, City and its successor and assigns may, at its option, use and rely on the Environmental Clearance Work Product for the purposes for which they were prepared, and Consultant will continue to perform its obligations under the Agreements for the benefit and account of City in the same manner as if performed for the benefit or account of Purchaser in the absence of the Assignment.

Consultant warrants and represents that it/he has no knowledge of any prior assignment(s) of any interest in the Environmental Clearance Work Product. Except as otherwise defined herein, the terms used herein will have the meanings given them in the Assignment.

Executed as of_____, 2024.

[Consultant's Signature on Following Page]

[CONSULTANT'S NAME]

By: _____
Name:

Title:

[address]

City's Address:

City of Palmdale
38300 North Sierra Highway, Suite A
Palmdale, California 93550
Attention: Ronda Perez, City Manager

With a copy to:

City Attorney's Office
City of Palmdale
38300 North Sierra Highway, Suite A
Palmdale, California 93550
Attention: William P. Curley, III, City Attorney

SCHEDULE OF UNPAID CLAIMS

Schedule 1 to Assignment of Consultant Agreements, Environmental Clearance Work Product dated as of_____, 2024 between COVINGTON INVESTMENTS LLC, as Purchaser, and CITY PALMDALE, as City.

PROPERTY DESCRIPTION

Attachment A to Assignment of Environmental Clearance Work Product Agreement and Documents dated as of_____, 2024, between COVINGTON INVESTMENTS LLC, as Purchaser and CITY OF PALMDALE, as City.

[Immediately Follows This Page]

EXHIBIT D

TO

ANTELOPE VALLEY COMMERCE CENTER DEVELOPMENT AGREEMENT

Benefitted Areas

[INSERT BENEFITTED AREAS EXHIBIT]

BENEFITED AREA EXHIBIT

PARCEL 11
NET AREA=10.8 ACRES
PHASE III

LOT A
NET AREA=
4.8 ACRES

PARCEL 12
NET AREA=7.2 ACRES
PHASE III

APN:31-260-22901
N.A.P.

PARCEL 1
NET AREA=7.3 ACRES
PHASE I

PARCEL 2
NET AREA=7.3 ACRES
PHASE I

PARCEL 3
NET AREA=6.8 ACRES
PHASE I

LOT B
NET AREA=12.5 ACRES

EXISTING PARCEL
APN: 3126-022-927

N.A.P.

EXISTING PARCEL 3
APN: 3126-022-928

PARCEL 4
NET AREA=31.4 ACRES
PHASE I

PARCEL 5
NET AREA=46.2 ACRES
PHASE I

PARCEL 6
NET AREA=12.5 ACRES
PHASE I

ABANDONED STREET

PARCEL 10
NET AREA=50.3 ACRES
PHASE III

EXISTING PARCEL 4
APN: 3126-022-929

PARCEL 7
NET AREA=12.5 ACRES
PHASE II

EXISTING PARCEL
APN: 3126-022-926

N.A.P.

PARCEL 9
NET AREA=78.3 ACRES
PHASE II

PARCEL 8
NET AREA=13.3 ACRES
PHASE II

PARCEL 13
NET AREA=45.0 ACRES
PHASE IV

PARCEL 14
NET AREA=36.8 ACRES
PHASE IV

PARCEL 15
NET AREA=33.0 ACRES
PHASE IV

PUBLIC STREETS
NET AREA=17.5 ACRES

REMAINDER PARCEL / N.A.P.

N.A.P.
APN# 31-260-259
ZONING: M-3

N.A.P.
APN# 31-700-299
ZONING: M-3

4TH STREET EAST

5TH STREET EAST

CHALLENGER WAY

MODIFIED ARTERIAL I PER CITY MAP
EAST AVENUE M

SIERRA HWY

OPEN SPACE (PRIVATE) = 6.9 AC

OPEN SPACE (PRIVATE) = 5.1 AC

PUBLIC STREET A

PUBLIC STREET B

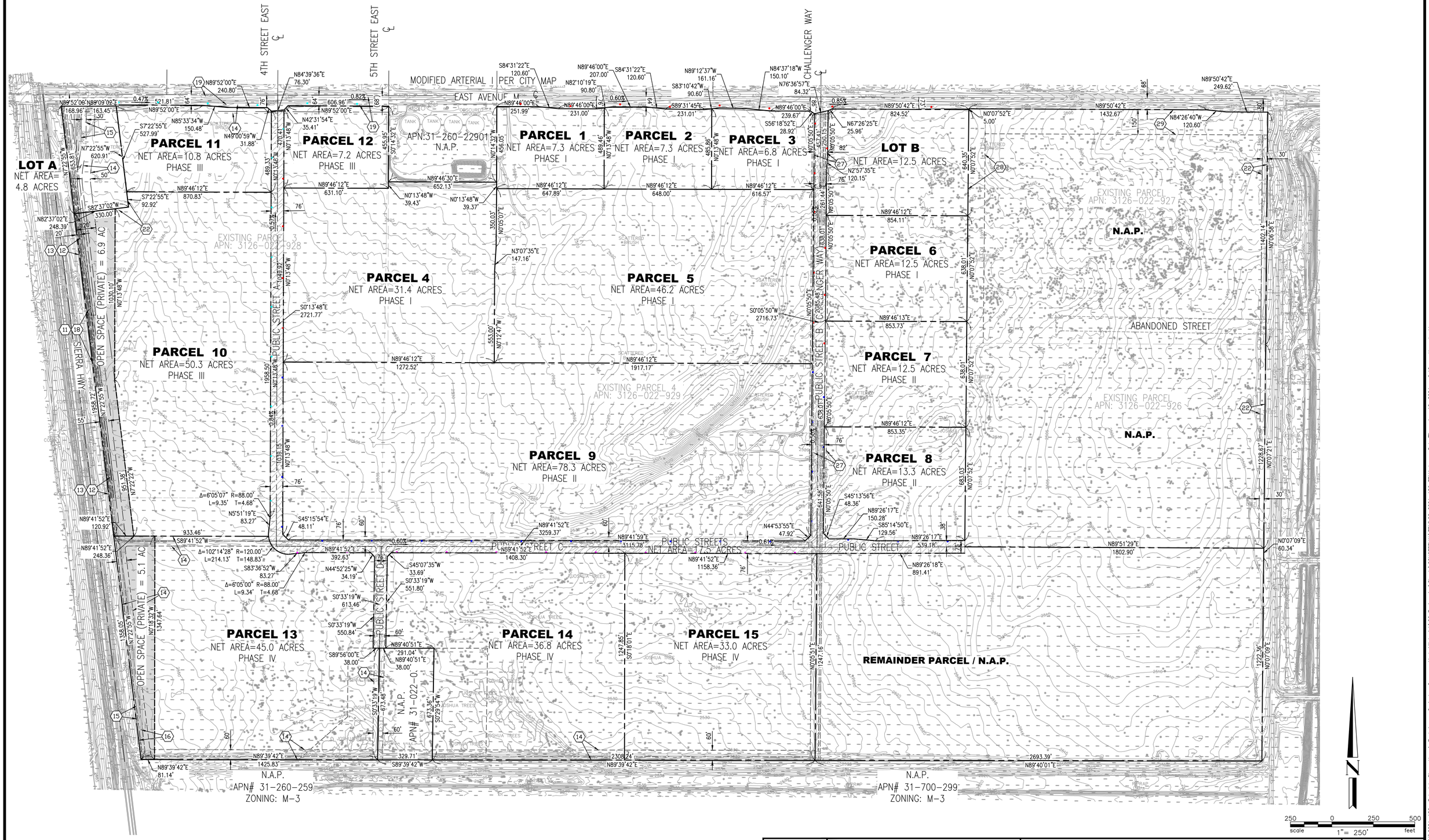
PUBLIC STREET C

PUBLIC STREET D

APN# 31-022-0

scale 1"= 250' (250 0 250 500 feet)

WestLAND Group, Inc. Engineering • Geospatial • Land Planning 4150 CONCOURS, ONTARIO, CA 91764 PHONE: (909) 989-9789 FAX: (909) 989-9660 SIGNATURE: GLENN M. CHUNG, P.E. 62794 R.C.E. NO. 7/8/2024 DATE	CITY OF PALMDALE SOUTHEAST CORNER OF EAST AVENUE M AND SIERRA HIGHWAY BENEFITED AREA EXHIBIT	----- DATE JULY 2024 SHEET 2 OF 2



NOTE: SEE ACCOMPANYING CONCEPTUAL GRADING AND CONCEPTUAL UTILITY PLAN FOR PHASE 1

- CONTOUR INTERVALS
- APPROXIMATE PAD ELEVATIONS, ELEVATIONS OF ALL ADJACENT PARCELS, TOP AND TOE OF CUT AND FILL SLOPES, PRELIMINARY DESIGN AND APPROXIMATE FINISH OF ALL GRADING
- RAW EARTHWORK QUANTITIES
- LOCATION OF EXISTING AND PROPOSED UTILITIES

PROPOSED PUBLIC FIRE HYDRANT

- PHASE I
- PHASE II
- PHASE III
- PHASE IV

REGISTERED PROFESSIONAL ENGINEER GLENN MATTHEW CHUNG No.62794 Exp. 6/30/2026 STATE OF CALIFORNIA CIVIL

WestLAND Group, Inc. Engineering • Geospatial • Land Planning
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660

SIGNATURE: GLENN M. CHUNG, P.E. | 62794 R.C.E. NO. | 7/8/2024 DATE

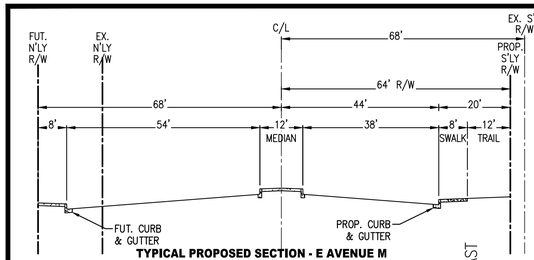
CITY OF PALMDALE

SOUTHEAST CORNER OF EAST AVENUE M AND SIERRA HIGHWAY

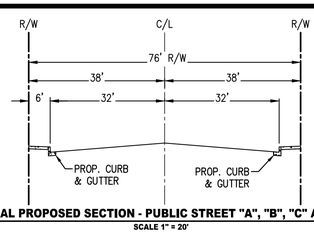
TENTATIVE PARCEL MAP 83738

DATE JULY 2024

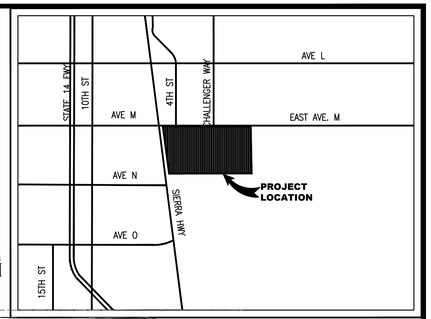
SHEET 2 OF 2



TYPICAL PROPOSED SECTION - E AVENUE M
SCALE 1" = 20'



TYPICAL PROPOSED SECTION - PUBLIC STREET "A", "B", "C" AND "D"
SCALE 1" = 20'



VICINITY MAP
NO SCALE

LOT A
NET AREA= 4.8 ACRES

PARCEL 11
NET AREA=10.8 ACRES

PARCEL 12
NET AREA=7.2 ACRES

APN:31-260-22901
N.A.P.

PARCEL 1
NET AREA=7.3 ACRES

PARCEL 2
NET AREA=7.3 ACRES

PARCEL 3
NET AREA=6.8 ACRES

LOT B
NET AREA=12.5 ACRES

PHASE 1

PARCEL 4
NET AREA=31.4 ACRES

PARCEL 5
NET AREA=46.2 ACRES

PARCEL 6
NET AREA=12.5 ACRES

PARCEL 7
NET AREA=12.5 ACRES

PARCEL 8
NET AREA=13.3 ACRES

PARCEL 9
NET AREA=78.3 ACRES

PARCEL 10
NET AREA=50.3 ACRES

PARCEL 13
NET AREA=45.0 ACRES

PARCEL 14
NET AREA=36.8 ACRES

PARCEL 15
NET AREA=33.0 ACRES

PHASE 2

PHASE 3

PHASE 4

EXISTING PARCEL 3
APN: 3126-022-928

EXISTING PARCEL 4
APN: 3126-022-929

EXISTING PARCEL
APN: 3126-022-927

EXISTING PARCEL
APN: 3126-022-926

ABANDONED STREET

N.A.P.

REMAINDER PARCEL / N.A.P.

N.A.P.
APN# 31-022-031

N.A.P.
APN# 31-260-259
ZONING: M-3

N.A.P.
APN# 31-700-299
ZONING: M-3

PUBLIC STREET A
PUBLIC STREET B
PUBLIC STREET C
PUBLIC STREET D
PUBLIC STREETS

OPEN SPACE (PRIVATE) = 6.9 AC
OPEN SPACE (PRIVATE) = 5.1 AC

MODIFIED ARTERIAL HIGHWAY MAP
EAST AVENUE M

250 0 250 500
scale 1"= 250' feet

PHASE I = 6 LOTS + 1 LETTER LOT
PHASE II = 3 LOTS
PHASE III = 3 LOTS + 1 LETTER LOT
PHASE IV = 3 LOTS

REGISTERED PROFESSIONAL ENGINEER GLENN MATTHEW CHUNG No.62794 Exp. 6/30/2026 CIVIL STATE OF CALIFORNIA

WestLAND Group, Inc. Engineering • Geospatial • Land Planning
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660

SIGNATURE: GLENN M. CHUNG, P.E. 62794 R.C.E. NO. 7/8/2024 DATE

CITY OF PALMDALE

SOUTHEAST CORNER OF EAST AVENUE M AND SIERRA HIGHWAY

TENTATIVE PARCEL MAP 83738
PHASING EXHIBIT

DATE JULY 2024

SHEET 1 OF 2

MODIFIED ARTERIAL I PER CITY MAP
EAST AVENUE M

4TH ST EAST

5TH ST EAST

CHALLENGER WAY

PUBLIC STREET A

PUBLIC STREET B (CHALLENGER WAY)

PUBLIC STREET C

PUBLIC STREETS
NET AREA=17.5 ACRES

PARCEL 11
AREA=10.8 ACRES

PARCEL 12
NET AREA=7.2 ACRES

APN:31-260-22901
N.A.P.

PARCEL 1
NET AREA=7.3 ACRES

PARCEL 2
NET AREA=7.3 ACRES

PARCEL 3
NET AREA=6.8 ACRES

LOT B
NET AREA=12.5 ACRES

N.A.P

EXISTING PARCEL 3
APN: 3126-022-928

PHASE 1

PARCEL 4
NET AREA=31.4 ACRES

PARCEL 5
NET AREA=46.2 ACRES

PARCEL 6
NET AREA=12.5 ACRES

PARCEL 7
NET AREA=12.5 ACRES

PHASE 3

PARCEL 10
NET AREA=50.3 ACRES

EXISTING PARCEL 4
APN: 3126-022-929

PHASE 2

PARCEL 9
NET AREA=78.3 ACRES

PARCEL 8
NET AREA=13.3 ACRES

N.A.P.

N

scale 1"= 150' (250 0 250 500 feet)

REGISTERED PROFESSIONAL ENGINEER GLENN MATTHEW CHUNG No.62794 Exp. 6/30/2026 CIVIL STATE OF CALIFORNIA

WestLAND Group, Inc. Engineering • Geospatial • Land Planning
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660

SIGNATURE: GLENN M. CHUNG, P.E. | 62794 R.C.E. NO. | 7/8/2024 DATE

CITY OF PALMDALE
SOUTHEAST CORNER OF EAST AVENUE M AND SIERRA HIGHWAY

TENTATIVE PARCEL MAP 83738
PHASING EXHIBIT - PHASE 1

DATE JULY 2024
SHEET 2 OF 2

PARCEL 11
AREA=10.8 ACRES

PARCEL 12
NET AREA=7.2 ACRES

APN:31-260-22901
N.A.P.

PARCEL 1
NET AREA=7.3 ACRES

PARCEL 2
NET AREA=7.3 ACRES

PARCEL 3
NET AREA=6.8 ACRES

LOT B
NET AREA=12.5 ACRES

N.A.P

PHASE 1

EXISTING PARCEL 3
APN: 3126-022-928

PARCEL 4
NET AREA=31.4 ACRES

PARCEL 5
NET AREA=46.2 ACRES

PARCEL 6
NET AREA=12.5 ACRES

PHASE 3

PARCEL 10
NET AREA=50.3 ACRES

PUBLIC STREET A

PUBLIC STREET B / CHALLENGER WAY

PARCEL 7
NET AREA=12.5 ACRES

EXISTING PARCEL 4
APN: 3126-022-929

PHASE 2

PARCEL 9
NET AREA=78.3 ACRES

PARCEL 8
NET AREA=13.3 ACRES

N.A.P.

PUBLIC STREET C

PUBLIC STREETS
NET AREA=17.5 ACRES

PUBLIC STREET D

PHASE 4

PARCEL 13
NET AREA=45.0 ACRES

PARCEL 14
NET AREA=36.8 ACRES

PARCEL 15
NET AREA=33.0 ACRES

REMAINDER PARCEL / N.A.P.

scale 1"= 150' (250 0 250 500 feet)

REGISTERED PROFESSIONAL ENGINEER GLENN MATTHEW CHUNG No.62794 Exp. 6/30/2026 CIVIL STATE OF CALIFORNIA

WestLAND Group, Inc. Engineering • Geospatial • Land Planning
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660

SIGNATURE: GLENN M. CHUNG, P.E. | 62794 R.C.E. NO. | 7/8/2024 DATE

CITY OF PALMDALE
SOUTHEAST CORNER OF EAST AVENUE M AND SIERRA HIGHWAY

TENTATIVE PARCEL MAP 83738
PHASING EXHIBIT - PHASE 2

DATE JULY 2024
SHEET 3 OF 2

MODIFIED ARTERIAL I PER CITY MAP

EAST AVENUE M

4TH ST EAST

5TH ST EAST

LOT A
NET AREA= 4.8 ACRES

PARCEL 11
NET AREA=10.8 ACRES

PARCEL 12
NET AREA=7.2 ACRES

APN:31-260-22901
N.A.P.

PARCEL 1
NET AREA=7.3 ACRES

PHASE 1

PARCEL 4
NET AREA=31.4 ACRES

EXISTING PARCEL 3
APN: 3126-022-928

PHASE 3

PARCEL 10
NET AREA=50.3 ACRES

OPEN SPACE (PRIVATE) = 6.9 AC

SIERRA HWY

PUBLIC STREET A

PUBLIC STREET C

EXISTING
APN: 312

PHASE 2

PARCEL 9
NET AREA=78.3 ACRES

PHASE 4

5.1 AC

END

N

scale 1"= 150' feet

REGISTERED PROFESSIONAL ENGINEER GLENN MATTHEW CHUNG No.62794 Exp. 6/30/2026 CIVIL STATE OF CALIFORNIA

WestLAND Group, Inc. Engineering • Geospatial • Land Planning
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660

SIGNATURE: GLENN M. CHUNG, P.E. | 62794 R.C.E. NO. | 7/8/2024 DATE

CITY OF PALMDALE
SOUTHEAST CORNER OF EAST AVENUE M AND SIERRA HIGHWAY

TENTATIVE PARCEL MAP 83738
PHASING EXHIBIT - PHASE 3

DATE JULY 2024

SHEET 4 OF 2

PHASE 2

PARCEL 9

NET AREA=78.3 ACRES

PHASE 3

PARCEL 13

NET AREA=45.0 ACRES

PHASE 4

PARCEL 14

NET AREA=36.8 ACRES

PARCEL 15

NET AREA=33.0 ACRES

PARCEL 8

NET AREA=13.3 AC

REMAINDER PARCEL A

PUBLIC STREET C

PUBLIC STREETS
NET AREA=17.5 ACRES

PUBLIC STREET D

PUBLIC STREET

OPEN SPACE (PRIVATE) = 5.1 AC

N.A.P.
APN# 31-022-031

N.A.P.
APN# 31-260-259
ZONING: M-3

N.A.P.
APN# 31-700-299
ZONING: M-3

N89°41'52"E 120.92'
933.46'
S89°41'52"W
N89°41'52"E 248.36'
1358.05'
N7°22'55"W
951.38'
N7°22'22"W
1039.15'
N0°13'48"W
0.64%
76'
60'
Δ=6°05'07" R=88.00'
L=9.35' T=4.68'
N5°51'19"E 83.27'
S45°15'58"E 48.11'
Δ=102°14'28" R=120.00'
L=214.13' T=148.83'
S83°36'52"W 82.48'
Δ=6°05'00" R=88.00'
L=9.34' T=4.68'
N89°41'52"E 392.63'
N44°52'25"W 34.19'
S45°07'35"W 33.69'
S0°33'19"W 551.80'
S0°33'19"W 613.46'
S0°33'19"W 550.84'
N89°40'51"E 291.04'
S89°56'00"E 38.00'
N89°40'51"E 38.00'
S0°33'19"W 673.48'
623.36'
S0°29'54"W
329.71'
S89°39'42"W
N89°39'42"E 1425.83'
N89°39'42"E 81.14'
N89°41'52"E 1408.30'
N89°41'52"E 3259.37'
N89°41'52"E 3115.78'
N89°41'52"E 1158.36'
0.60%
0.61%
N44°53'55"E 47.92'
639.01'
N0°05'50"
0.50%
N89°46'12"E 853.35'
634.58'
N0°05'50"E
S45°13'56"E 48.36'
N89°26'17"E 150.28'
S85°14'50"E 129.56'
N89°26'17 539.18
S89°26'17"W 890.97'
N89°26'18"E 891.41'
1247.85'
S0°18'01"E
2308.24'
N89°39'42"E
N0°05'51"E 1241.16'

250 0 250 500
scale 1"= 150' feet

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CITY OF PALMDALE
SOUTHEAST CORNER OF EAST AVENUE M AND SIERRA HIGHWAY

TENTATIVE PARCEL MAP 83738
PHASING EXHIBIT - PHASE 4

DATE JULY 2024

SHEET 5 OF 2

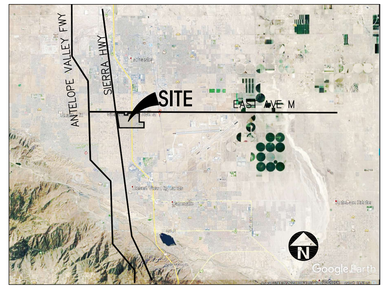
ANTELOPE VALLEY COMMERCE CENTER

ENTITLEMENT PACKAGE
ANTELOPE VALLEY COMMERCE CENTER FROM S SIERRA HWY AND EAST AVENUE M. PALMDALE, CA

ARCHITECTURAL

DAB-A0.1	TITLE SHEET
DAB-A1.0	PHASING PLAN
DAB-A1.1	MASTER SITE PLAN
DAB-A1.1E	FENCE AND WALL EXHIBIT
DAB-A1.1F	FIRE ACCESS PLAN
1-DAB-A1.1	OVERSALL SITE PLAN
1-DAB-A2.1	OVERALL FLOOR PLAN
1-DAB-A3.1	ELEVATION
1-DAB-A4.1	SECTION
2-DAB-A1.1	OVERSALL SITE PLAN
2-DAB-A2.1	OVERALL FLOOR PLAN
2-DAB-A3.1	ELEVATION
2-DAB-A4.1	SECTION
3-DAB-A1.1	OVERSALL SITE PLAN
3-DAB-A2.1	OVERALL FLOOR PLAN
3-DAB-A3.1	ELEVATION
3-DAB-A4.1	SECTION
4-DAB-A1.1	OVERSALL SITE PLAN
4-DAB-A2.1	OVERALL FLOOR PLAN
4-DAB-A3.1	ELEVATION
4-DAB-A4.1	SECTION
5-DAB-A1.1	OVERSALL SITE PLAN
5-DAB-A2.1	OVERALL FLOOR PLAN
5-DAB-A3.1	ELEVATION
5-DAB-A4.1	SECTION
6-DAB-A1.1	OVERSALL SITE PLAN
6-DAB-A2.1	OVERALL FLOOR PLAN
6-DAB-A3.1	ELEVATION
6-DAB-A4.1	SECTION
DAB-A4.2	GATE DETAILS

SHEET INDEX



VICINITY MAP

HPA architecture

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email: hpa@hparchs.com

Owner:

COVINGTON DEVELOPMENT PARTNERS

Project:

ANTELOPE VALLEY COMMERCE CENTER

PALMDALE, CA

Consultants:

CIVIL	WESTLAND
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: TITLE SHEET

Project Number: 20475
Drawn by: Y.G.
Date: 5/12/23
Revision:

Sheet: DAB-A0.1

OWNER:

AVCC MASTER, LLC
3 CORPORATE PLAZA, SUITE 230
NEWPORT BEACH, CA 92660
PHONE: (949) 514-0274
CONTACT: DANA WHITMER

ARCHITECT:

HPA, INC.
18831 BARDEEN AVE., SUITE 100
IRVINE, CA 92612
PHONE: (949) 862-2127
CONTACT: YUNXUAN GUO

CIVIL:

WESTLAND GROUP
4150 CONCOURS, SUITE 100
ONTARIO, CA 91764
PHONE:(909) 989-9789
FAX: 909 989 9660
CONTACT: MATT KUNKLE

LANDSCAPE:

HUNTER LANDSCAPE
711 S. FEE ANA STREET
PLACENTIA, CA 92870
TEL: (714) 986-2400
FAX: (714) 986-2408
CONTACT: TOM HAYES

PROJECT REP.

PLANNING DEPT.

TBD

OWNER/APPLICANT:

AVCC MASTER, LLC
3 CORPORATE PLAZA, SUITE 230
NEWPORT BEACH, CA 92660
PHONE: (949) 514-0274
CONTACT: DANA WHITMER

APPLICANT'S REPRESENTATIVE:

HPA, INC.
18831 BARDEEN AVE., SUITE 100
IRVINE, CA 92612
PHONE: (949) 862-2127
CONTACT: YUNXUAN GUO

GOVERNING CODE

2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA PLUMBING CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA FIRE CODE
2019 CALIFORNIA ENERGY CODE
2019 CALIFORNIA CAL GREEN CODE

BUILDING ADDRESS:

ANTELOPE VALLEY COMMERCE CENTER
FROM SIERRA HWY AND EAST AVENUE M.

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS AGELES, STATE OF CALIFORNIA, ANS IS DESCRIBED AS FOLLOWS:

PARCEL 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 070999, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 380, PAGES 77 THROUGH 79 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BENEATH A PLANE THAT IS 100 FEET BELOW THE SURFACE OF SAID LAND (TO THE EXTENT PROVIDED BY THE DOCUMENTS OF RECORD SET FORTH BELOW), BUT WITHOUT THE RIGHT OF SURFACE ENTRY THEREOF (TO THE EXTENT PROVIDED BY THE DOCUMENTS OF RECORD SET FORTH BELOW), AS RESERVED BY VARIOUS DOCUMENTS OF RECORD:

FEBRUARY 19, 1957 AS INSTRUMENT NO. 670 IN BOOK 53679, PAGE 61;
MARCH 06, 1957 AS INSTRUMENT NO. 1448 IN BOOK 53833, PAGE 249;
JULY 30, 1959 AS INSTRUMENT NO. 1177 IN BOOK D-553, PAGE 370;
FEBRUARY 11, 1960 AS INSTRUMENT NO. 3114 IN BOOK D-747, PAGE 740;
FEBRUARY 25, 1960 AS INSTRUMENT NO. 3198 IN BOOK D-760, PAGE 643;
MARCH 17, 1960 AS INSTRUMENT NO. 3082 IN BOOK D-784, PAGE 601;
JULY 11, 1960 AS INSTRUMENT NO. 3610 IN BOOK D-906, PAGE 190;
JULY 14, 1960 AS INSTRUMENT NO. 3815 IN BOOK D-910, PAGE 642;
OCTOBER 03, 1962 AS INSTRUMENT NO. 363 IN BOOK D-1776, PAGE 397;
JULY 08, 1965 AS INSTRUMENT NO. 1052 IN BOOK D-2968, PAGE 781;
AUGUST 13, 1965 AS INSTRUMENT NO. 708 IN BOOK D-3014, PAGE 539;
DECEMBER 09, 1966 AS INSTRUMENT NO. 111 IN BOOK D-3502, PAGE 695;
ALL OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

APN:

APN: 3126-022-926, 927, 928 AND 929

ZONE:

ZONING DESIGNATION - OFFICE FLEX (OF)

SCOPE OF WORK

CONSTRUCTION OF SIX SPECULATIVE BUILDINGS.
TYPE III-B CONCRETE TILT WAREHOUSE.
(S-1 OCCUPANCY)

NOTE: WHEN THERE IS A DISCREPANCY IN PLANS, THE GREATER QUANTITY & GREATER QUALITY SHALL GOVERN UNLESS DIRECTED OTHERWISE.

CODE ANALYSIS

CONCRETE TILT-UP BUILDING

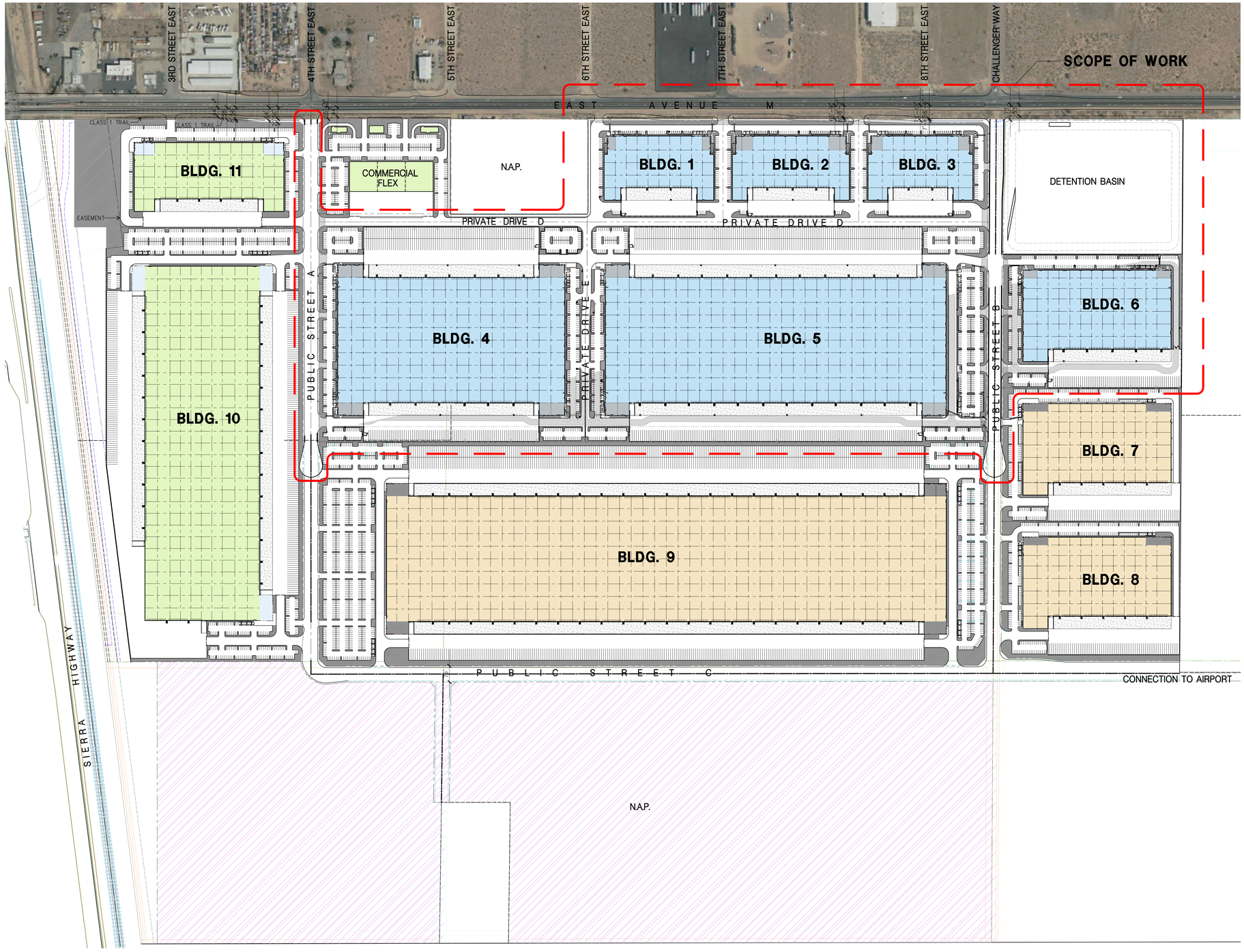
BUILDING OCCUPANCY:	S-1 WAREHOUSE & B OFFICE
CONSTRUCTION TYPE:	III-B
AUTOMATIC FIRE SPRINKLER:	YES
NUMBER OF STORIES:	1
ALLOWABLE AREA (BASIC):	S-1 = 70,000 S.F.

UNLIMITED AREA BUILDING PER CBC 507

60' CLEARANCE FROM THE PUBLIC WAYS OR YARDS ANDS
3H RATED WALL PROVIDED WHERE CLEARANCE IS NOT LESS THAN 40' BUT LESS THAN 60'

PROJECT DATA:

PROJECT DATA & CODE SUMMARY



MASTER SITE PLAN A
scale: 1" = 200'-0"

SCALE: 1" = 200'-0"
0 200' 400' 600'
TRUE NORTH

Legend

- POTENTIAL OFFICE
- PHASE I
- PHASE II
- PHASE III
- PHASE IV

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email: hpa@hparchs.com

Owner:

COVINGTON DEVELOPMENT PARTNERS

Project:

ANTELOPE VALLEY COMMERCE CENTER

PALMDALE, CA

Consultants:

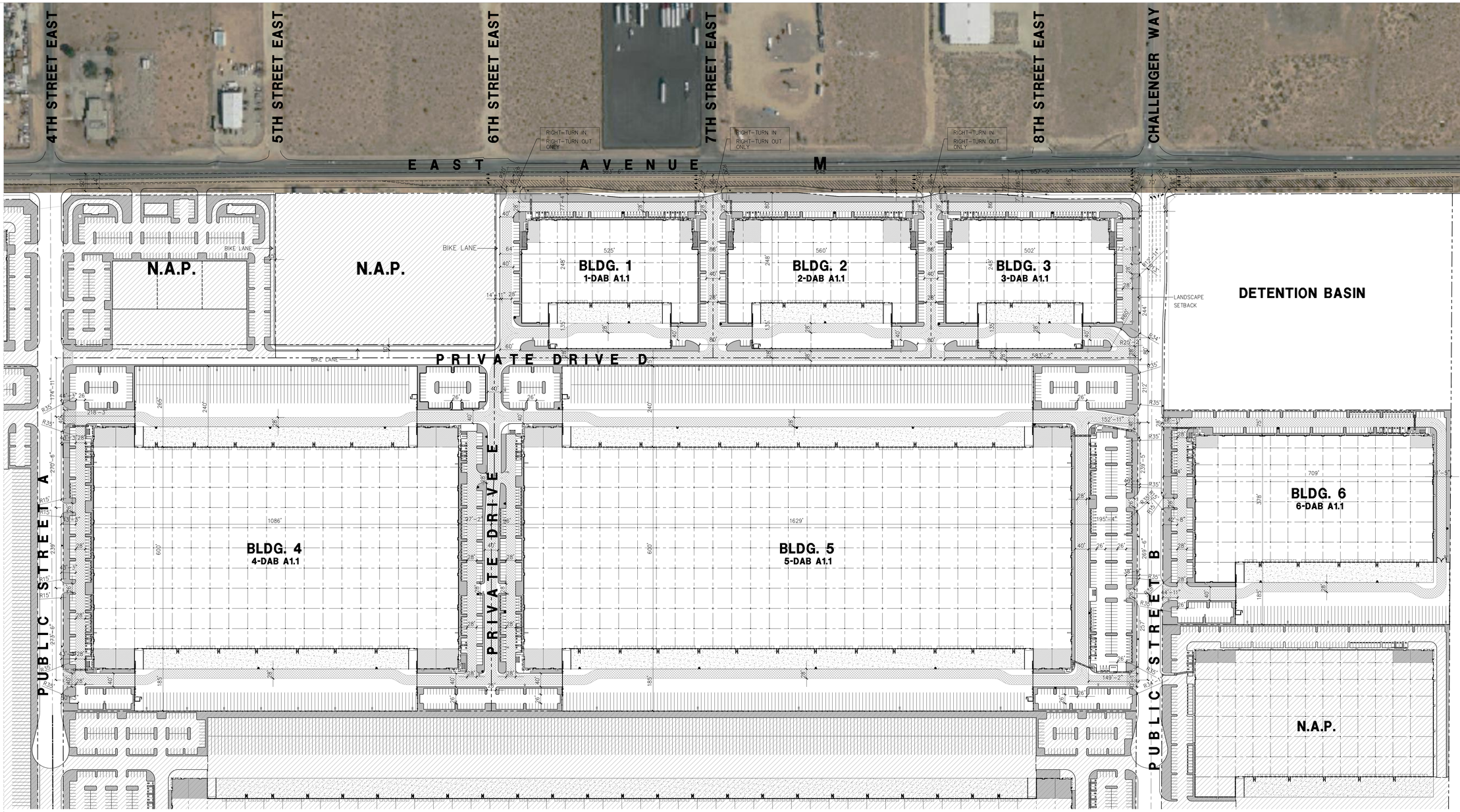
CIVIL	WESTLAND
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: PHASING PLAN

Project Number:	20475
Drawn by:	Y.G.
Date:	5/12/23
Revision:	

Sheet:

DAB-A1.0



OVERALL SITE PLAN (A)

scale: 1" = 120'-0"

SCALE: 1" = 120'-0"

0 120' 240' 360'

TRUE NORTH

PROJECT DATA

	PHASE I						
	BLDG.1	BLDG.2	BLDG.3	BLDG.4	BLDG.5	BLDG.6	Total (I)
SITE AREA							
In s.f.	313,632	313,632	291,852	1,367,784	2,012,472	544,390	4,843,762
In acres	7.2	7.2	6.7	31.4	46.2	12.5	111.2
BUILDING AREA							
Office	10,000	10,000	10,000	20,000	20,000	15,000	85,000
Warehouse	126,670	134,306	122,695	660,469	984,228	259,858	2,288,226
TOTAL	136,670	144,306	132,695	680,469	1,004,228	274,858	2,373,226
FAR	0.44	0.46	0.45	0.50	0.50	0.50	0.49
CLEAR HEIGHT	32'	32'	32'	42'	42'	42'	
AUTO PARKING REQUIRED							
Office: 1/250 s.f. above 25% GFA	40	40	40	80	80	60	
Whse: 0.5/1,000 s.f.	64	68	62	331	493	130	
TOTAL	104	108	102	411	573	190	1,488
AUTO PARKING PROVIDED							
Standard (9' x 18')	78	83	89	234	527	191	
Accessible Standard (9' x 18')	4	4	4	17	5	5	
Accessible Van (12' x 18')	1	1	1	4	2	2	
EVCS Standard (future)	11	11	11	98	19	21	
EVCS Accessible Standard (future)	1	1	1	4	1	1	
EVCS Accessible Van (future)	1	1	1	2	1	1	
EVCS Accessible Ambulatory (future)	0	0	0	4	0	0	
Clean Air Vanpool/EV	18	18	12	78	27	28	
TOTAL	114	119	119	441	582	249	1,624
TRAILER PARKING PROVIDED							
Trailer (10' x 55')	0	0	0	243	411	61	715
TOTAL PARKING	114	119	119	684	993	310	2,339
LANDSCAPE PROVIDED							
ON EACH PARCEL	33,928	32,433	34,569	61,428	70,780	38,600	496,369
ALLOCATED FROM JOSHUA TREE				79,732	129,060	15,839	
	10.8%	10.3%	11.8%	10.3%	9.9%	10.0%	10.2%

ZONING ORDINANCE FOR CITY
Zoning Designation - Office Flex (OF)

MAXIMUM BUILDING HEIGHT ALLOWED
Height - 35'

MAXIMUM FLOOR AREA RATIO
FAR - 0.5

LANDSCAPE REQUIRMENT
Percentage - 10%

SETBACKS

Building	Landscape
Sierra Hwy - 30'	20'
East Ave M - 20'	10'
Rear - 0'	0

SITE PLAN GENERAL NOTES

1. THE SOILS REPORT PREPARED BY SOCAL GEOTECHNICAL DATED TBD PROJECT NUMBER TBD SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM, PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. ALL PARKING AREA SHALL PROVIDE A LANDSCAPED PLANTER OF A MINIMUM WIDTH OF SEVEN FEET WIDE AT THE ENDS OF ALL PARKING AISLES. ALL PLANTING AREAS SHALL HAVE ROUND CORNERS INSTEAD OF 90 DEGREE CORNERS AND BE SHAPED TO PERMIT VEHICLE TURN MOVEMENTS. TWO FEET OF CURB IS REQUIRED. SEE DETAIL "D"
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. NOT USED
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
19. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

SITE LEGEND

- ACCESSIBLE PARKING STALL 9'X18'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X18'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X18' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X18'+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS MARKING "EV CHARGING ONLY", 10'X18'
- STANDARD EVCS SIZE, 9'X18'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X18'

NOTE:
EVCS STALLS TO BE IDENTIFIED BY SIGNAGE AND MARKING PER LOCAL REGULATIONS

- LIGHT STANDARD
- EXISTING PUBLIC FIRE HYDRANT
- PRIVATE FIRE HYDRANT– APPROXIMATE LOCATION
- CATCH BASIN APPROX. LOCATION
- 6" CURB +12" LANDING ARI ADJACENT TO PLANTER AT PARKING SPACES PER LOCA JURISDICTION STANDARD
- EV CHARGERS INSTALLED
- EV CHARGER FOR FUTURE

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email: hpa@hparchs.com

Owner:

COVINGTON DEVELOPMENT PARTNERS

Project:

ANTELOPE VALLEY COMMERCE CENTER

PALMDALE, CA

Consultants:

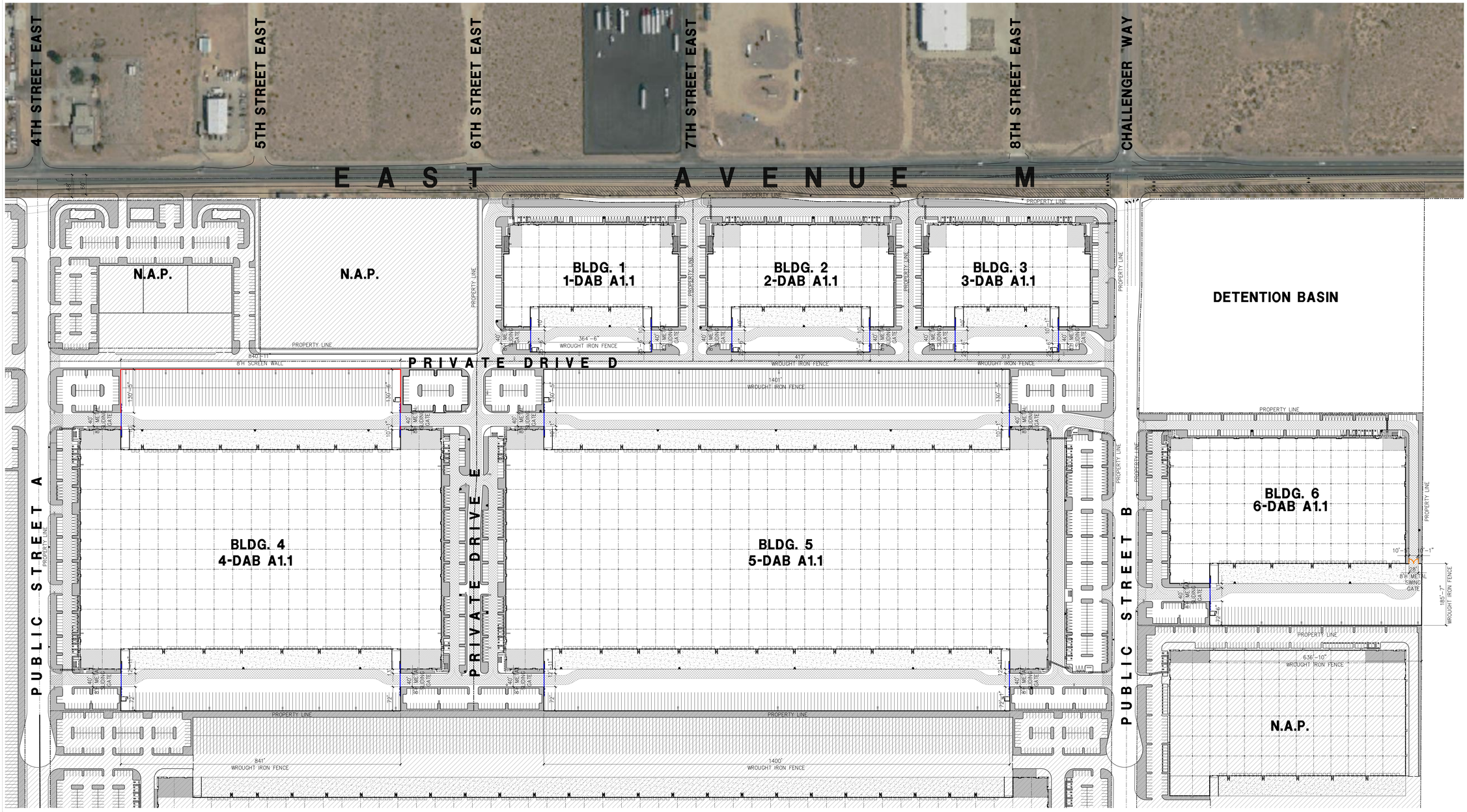
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STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: OVERALL SITE PLAN

Project Number: 20475
Drawn by: Y.G.
Date: 5/12/23
Revision:

Sheet:

DAB-A1.1



OVERALL SITE PLAN (A)

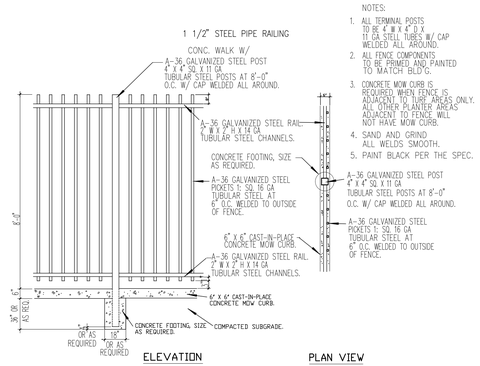
scale: 1" = 120'-0"

SCALE: 1" = 120'-0"

0 120' 240' 360' TRUE NORTH

SITE PLAN KEYNOTES

1. PROVIDE 8' HIGH SLIDING METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
2. PROVIDE 8' HIGH SWING METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
3. 8'H TUBULAR STEEL FENCE.
4. 8'H SCREEN WALL



NOTES:

1. ALL TERMINAL POSTS TO BE 4" W X 4" D X 11 GA STEEL TUBES W/ CAP WELDED ALL AROUND.
2. ALL FENCE COMPONENTS TO BE PRIMED AND PAINTED TO MATCH BLDG's.
3. CONCRETE MOW CURB IS REQUIRED WHEN FENCE IS ADJACENT TO TURF AREAS ONLY. ALL OTHER PLANTER AREAS ADJACENT TO FENCE WILL NOT HAVE MOW CURB.
4. SAND AND GRIND ALL WELDS SMOOTH.
5. PAINT BLACK PER THE SPEC.

8' H METAL FENCE - DETAIL (B)

scale: N.T.S.

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PALMDALE, CA

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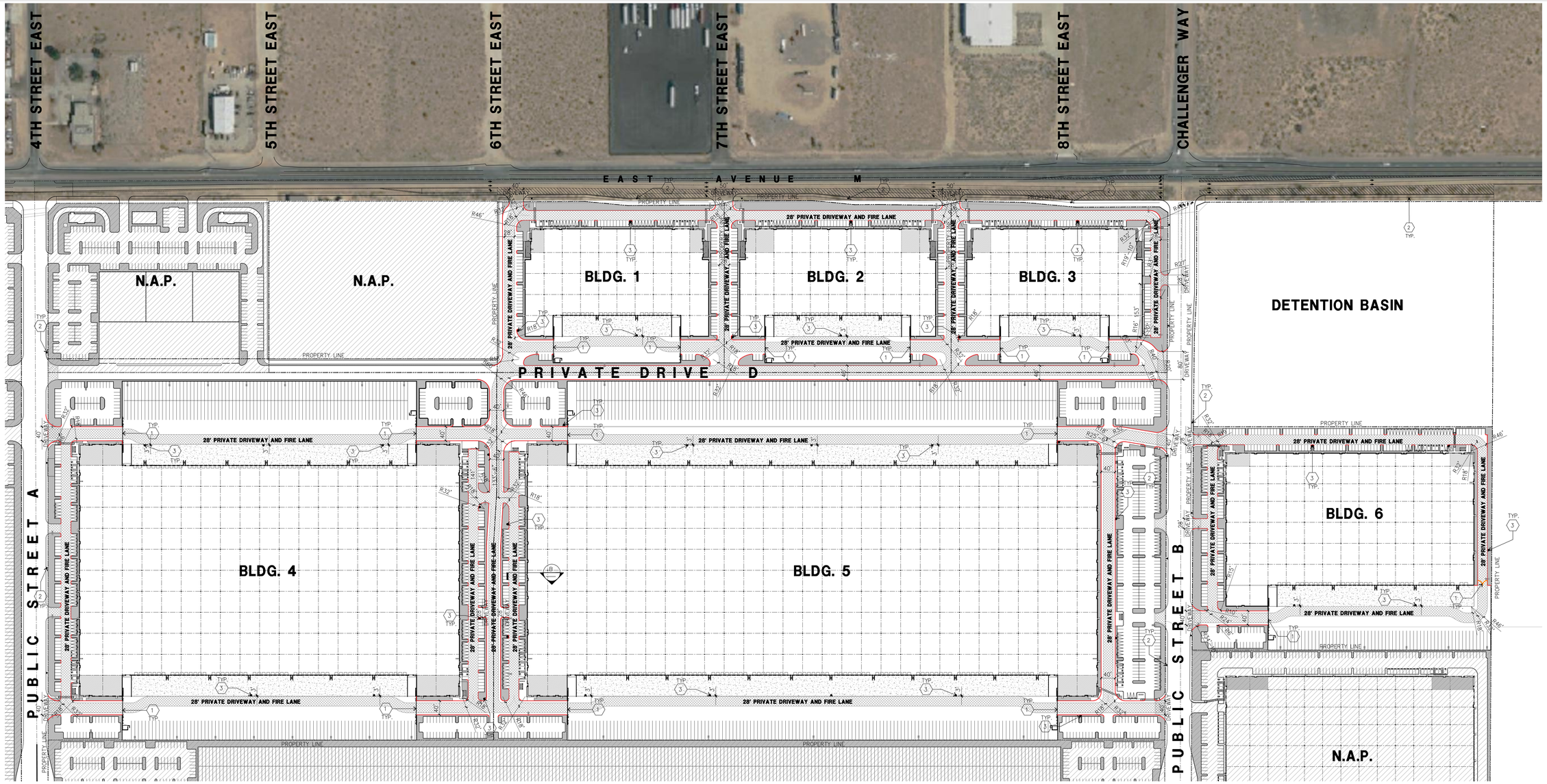
CIVIL	WESTLAND
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: FENCE & WALL EXHIBIT

Project Number:	20475
Drawn by:	Y.G.
Date:	5/12/23
Revision:	

Sheet:

DAB-A1.1E



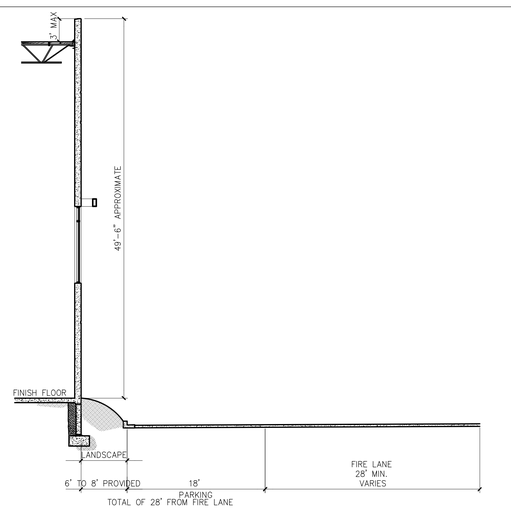
FIRE ACCESS PLAN (A)

scale: 1" = 120'-0"

SCALE: 1" = 120'-0"

0 120' 240' 360'

TRUE NORTH



NOTE: PARAPETS SHALL NOT EXCEED 36 INCHES ON AT LEAST TWO SIDES OF THE BUILDING. THESE SIDES SHOULD FACE THE ACCESS ROADWAY, OR YARD, TO ACCOMODATE LADDER TRUCK OPERATIONS. FIRE CODE 504.5

FIRE APPARTUS ACCESS FACADE (B)

scale: 1/8"=1'-0"

FIRE KEYNOTES

1. MANUAL GATE WITH KNOX PADLOCK PER FIRE DEPARTMENT STANDARDS. GATES USED TO CONTROL VEHICULAR ACCESS SHALL BE IN COMPLIANCE SET FORTH IN FIRE CODE SECTION'S 503.5 & 503.6 SEE DETAIL ON DAB-A4.2
2. PROPOSED PUBLIC FIRE HYDRANT APPROXIMATE LOCATION. REFER TO FIRE PLANS.
3. PROPOSED PRIVATE FIRE HYDRANT APPROXIMATE LOCATION. REFER TO FIRE PLANS.

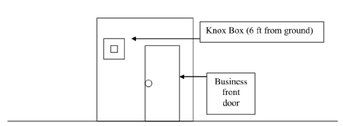
SITE LEGEND

- 28' FIRE LANE
- RED CURB "NO PARKING FIRE LANE "

KNOX BOX INSTALLATION PROCEDURE, PER STANDARD #H-001:

PROCEDURE:

1. Placement
   - Must be recessed (new construction).
   - Must be placed within proximity of the front doors.
   - Must be placed 4-6 feet from the ground (no higher/no lower).
   - Must be visible and able to access.
2. Process
   - Access Knox box application online @ www.knoxbox.com and follow instructions.
     - If a Knox padlock or switch is being ordered it must be sub-mastered. Ensure that the padlock or witch is sub-mastered for **Ontario Fire and Police**.
   - After Knox box is installed it must be supervised by the fire alarm system. Contact your fire alarm company to perform work.
3. What to do after installation.
   - Once the Knox Box is installed and wired to an alarm, copies of your business keys should be made. (The keys should be to the front door, gates or anything else important for access. Please label keys.)
   - In order to have the keys placed in the Knox Box, the Fire Department must be called. (Fire Prevention 909-395-2029).
   - Someone from the Fire Department will come out to the business to place the key(s) in the Knox Box.



☒ 6.1 The storage, use, dispensing, or handling of any hazardous materials shall be approved by the Fire Department, and adequate fire protection features shall be required. If hazardous materials are proposed, a Fire Department Hazardous Materials Information Packet, including Disclosure Form and Information Worksheet, shall be completed and submitted with Material Safety Data Sheets to the Fire Department along with building construction plans.

☒ 6.2 Any High Piled Storage, or storage of combustible materials greater than twelve (12') feet in height for ordinary (Class I-IV) commodities or storage greater than six feet (6') in height of high hazard (Group A plastics, rubber tires, flammable liquids, etc.) shall be approved by the Fire Department, and adequate fire protection features shall be required. If High Piled Storage is proposed, a Fire Department High Piled Storage Worksheet shall be completed and detailed racking plans or floor plans submitted prior to occupancy of the building.

☒ 6.3 Underground fuel tanks, their associated piping and dispensers shall be reviewed, approved, and permitted by Ontario Building Department, Ontario Fire Department, and San Bernardino County Fire Department Hazardous Materials Division. In fueling facilities, an exterior emergency pump shut-off switch shall be provided.

NOTE:

ANY TIME PRIOR TO ON-SITE COMBUSTIBLE CONSTRUCTION AND /OR STORAGE, A MINIMUM TWENTY-FOUR (24) FT. WIDE CIRCULATING ALL WEATHER ACCESS ROADS SHALL BE PROVIDED TO WITHIN 150 FT. OF ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY OF ANY BUILDING, UNLESS SPECIFICALLY APPROVED BY FIRE DEPARTMENT AND OTHER EMERGENCY SERVICES.

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Project:

ANTELOPE VALLEY COMMERCE CENTER

PALMDALE, CA

Consultants:

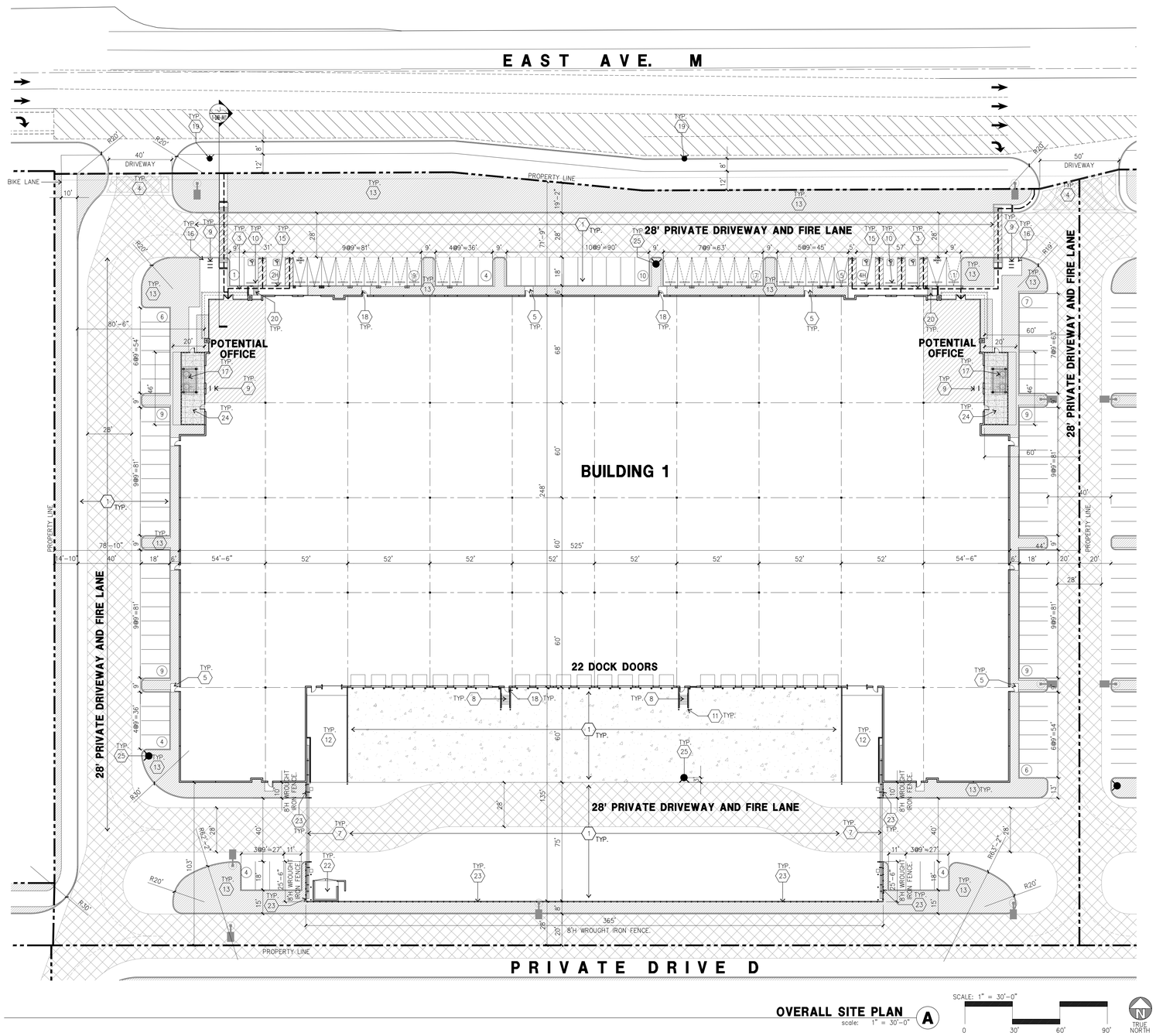
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STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: FIRE ACCESS PLAN

Project Number:	20475
Drawn by:	Y.G.
Date:	5/12/23
Revision:	

Sheet:

DAB-A1.1F



OVERALL SITE PLAN (A) scale: 1" = 30'-0"

SCALE: 1" = 30'-0" (0, 30', 60', 90')

TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONC. PAVEMENT.
2. FUTURE MONUMENT SIGN.
3. CONCRETE WALKWAY. SEE CIVIL PLAN.
4. DRIVEWAY APRONS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. NOT USED.
7. MANUAL OPERATED GATES W/ KNOX. PAD LOCK PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
8. EXTERIOR CONC. STAIR.
9. BIKE RACK. SEE DETAIL 7/DAB-A4.2
10. PRE-CAST CONC. WHEEL STOP.
11. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
12. CONCRETE RAMP.
13. LANDSCAPE. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
14. ACCESSIBLE ENTRY SIGN.
15. ACCESSIBLE PARKING STALL SIGN.
16. SMOKING AREA
17. PATIO AREA
18. HOLLOW METAL DOOR, MAN DOOR.
19. PUBLIC FIRE HYDRANT
20. TRUNCATED DOME.
21. DESIGNATED SMOKING AREA.
22. TRASH ENCLOSURE.
23. 8'H WROUGHT IRON FENCE.
24. OPEN SPACE PER PMC SECTION 17.66.010-1
25. PRIVATE FIRE HYDRANT

SITE PLAN GENERAL NOTES

1. THE SOILS REPORT PREPARED BY SOCAL GEOTECHNICAL DATED TBD PROJECT NUMBER TBD SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM, PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. ALL PARKING AREA SHALL PROVIDE A LANDSCAPED PLANTER OF A MINIMUM WIDTH OF SEVEN FEET WIDE AT THE ENDS OF ALL PARKING AISLES. ALL PLANTING AREAS SHALL HAVE ROUND CORNERS INSTEAD OF 90 DEGREE CORNERS AND BE SHAPED TO PERMIT VEHICLE TURN MOVEMENTS. TWO FEET OF CURB IS REQUIRED. SEE DETAIL "D"
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. NOT USED
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
19. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

SITE LEGEND

- ACCESSIBLE PARKING STALL 9'X18'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X18'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X18' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X18'+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS MARKING "EV CHARGING ONLY", 10'X18'
- STANDARD EVCS SIZE, 9'X18'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X18'

NOTE:
EVCS STALLS TO BE IDENTIFIED BY SIGNAGE AND MARKING PER LOCAL REGULATIONS

- LIGHT STANDARD
- EXISTING PUBLIC FIRE HYDRANT
- PRIVATE FIRE HYDRANT- APPROXIMATE LOCATION
- CATCH BASIN APPROX. LOCATION
- 6" CURB +12" LANDING AREA ADJACENT TO PLANTER AT PARKING SPACES PER LOCAL JURISDICTION STANDARD
- EV CHARGERS INSTALLED
- EV CHARGER FOR FUTURE

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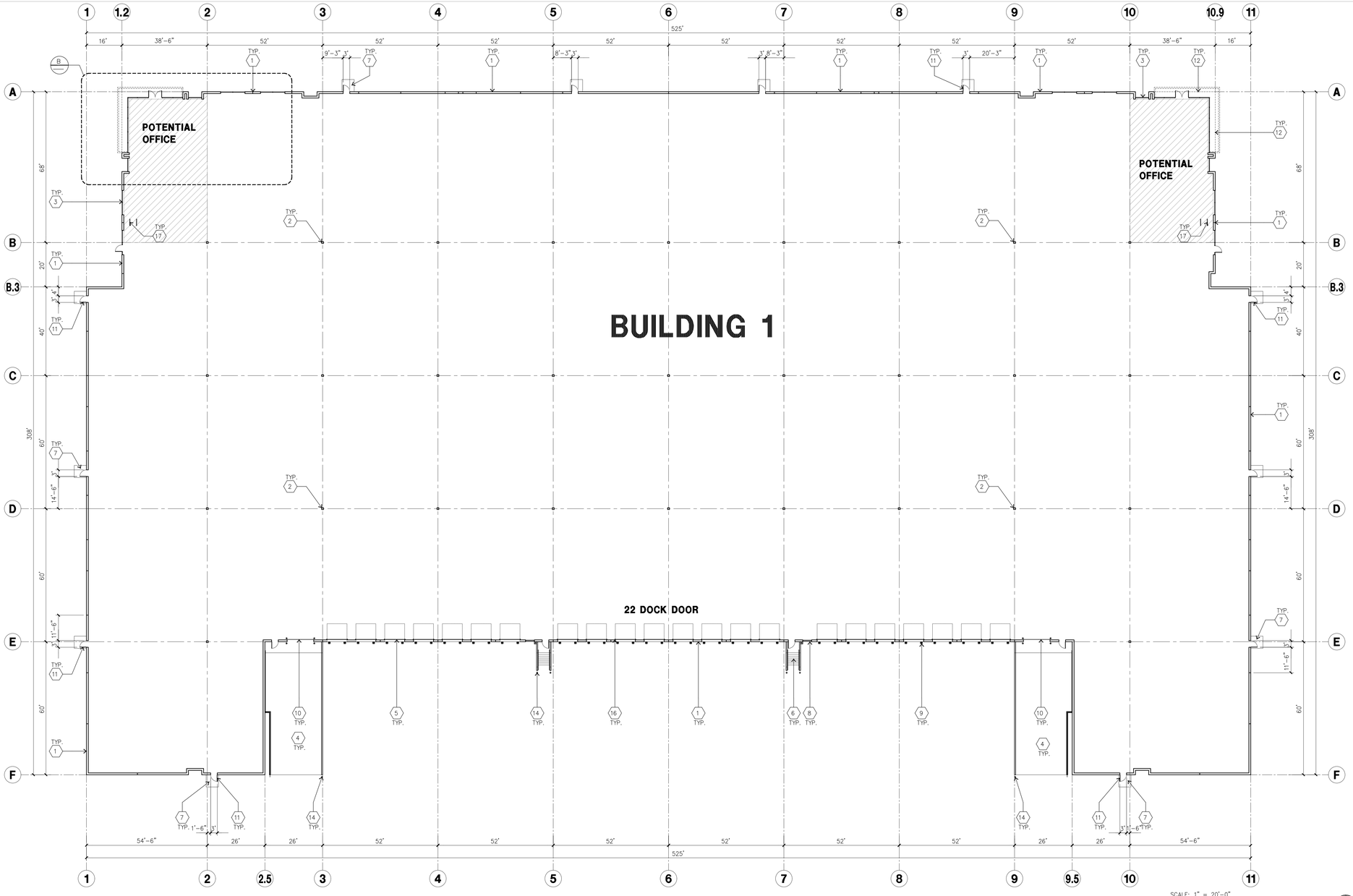
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Title: OVERALL SITE PLAN

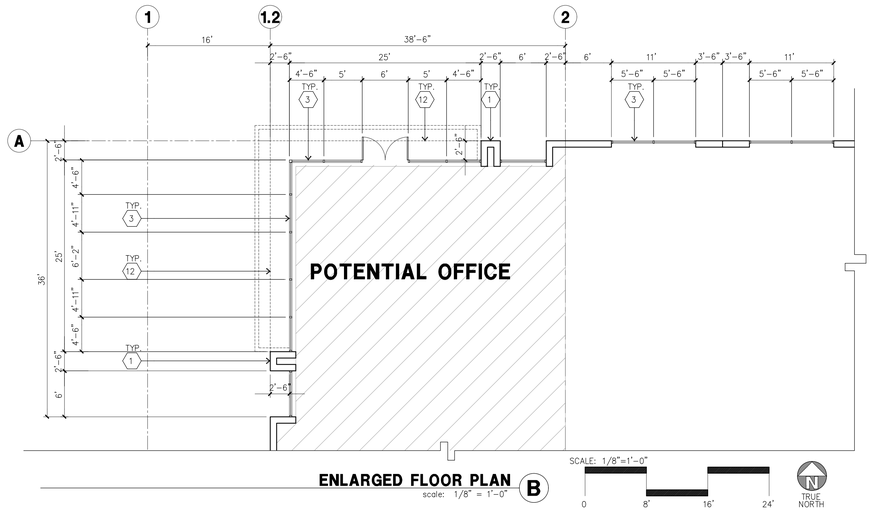
Project Number: 20475
Drawn by: Y.G.
Date: 5/12/23
Revision:

Sheet: 1-DAB-A1.1



OVERALL FLOOR PLAN A
scale: 1" = 20'-0"

SCALE: 1" = 20'-0"
0 20' 40' 60'
TRUE NORTH



ENLARGED FLOOR PLAN B
scale: 1/8" = 1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'
TRUE NORTH

KETNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL BLOW-UP AND WALL ON BOTH SIDE OF RAMP.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O'H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE.
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. TRASH COMPACTOR.
14. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
16. Z GUARD
17. LONG TERM INTERIOR BIKE RACK

GENERAL NOTES-FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.

B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.

C. THE BUILDING FLOOR SLAB IS SLOPED, SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.

D. NOT USED

E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL CIP. BD. WALLS IN WAREHOUSE TO RECEIVE1 COAT OF WHITE TO COVER.

F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS.

G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.

H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.

I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET AD.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.

J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.

K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.

L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.

M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.

N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 11.3.3.B.1.1.1

O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW, SEE A/A4.1 OFFICE SECTION.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT.

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. FOR SLAB CURING, COORDINATE WITH THE OWNER.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE [▨] INDICATED, PROVIDE VAPOR BARRIER, CONCRETE SLAB OVER 2" SAND OVER 10MIL VISQUEEN, OVER 2" SAND, OVER COMPACT SOIL. ENGINEER OR MANUFACTURER'S RECOMMENDATION. CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS. CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER

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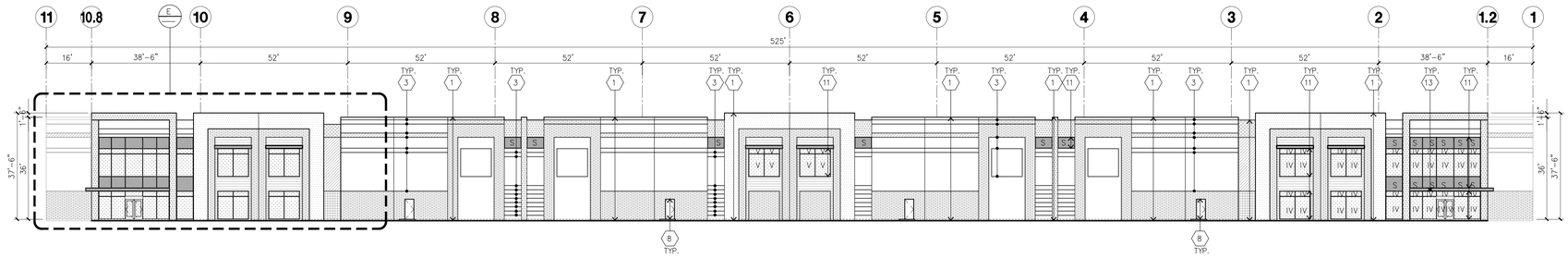
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Title: OVERALL FLOOR PLAN

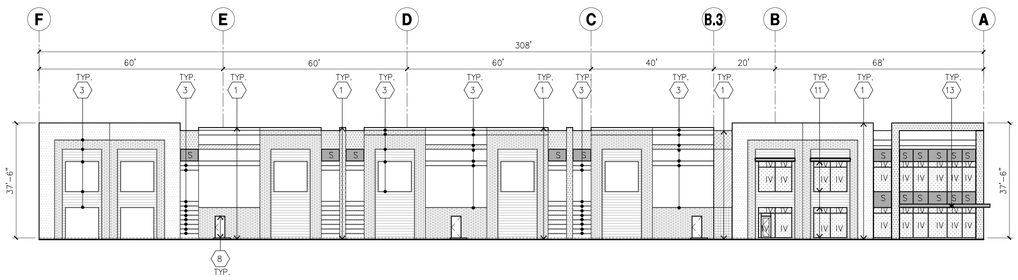
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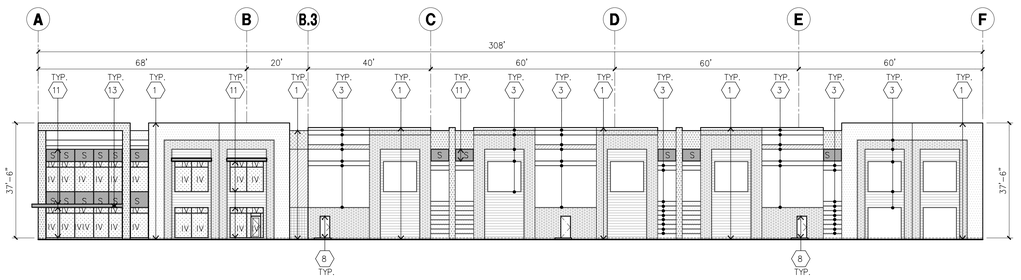
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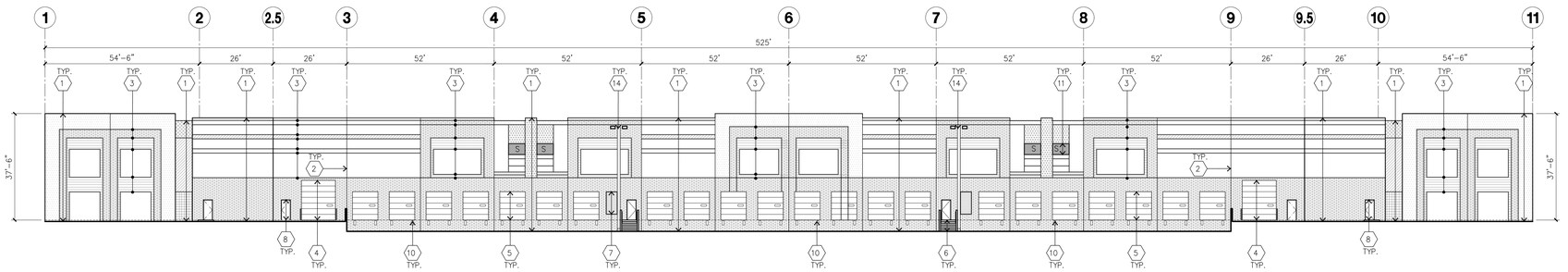
NORTH ELEVATION (A)
scale: 1" = 20'-0"



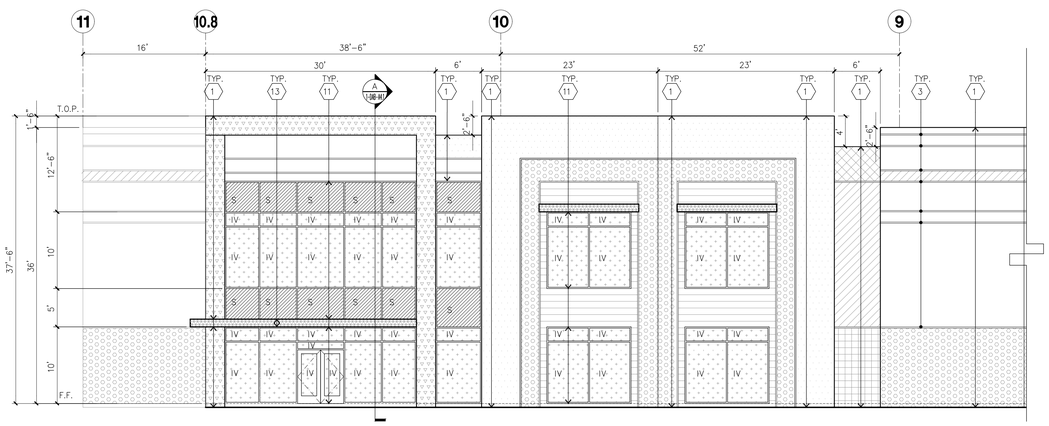
EAST ELEVATION (C)
scale: 1" = 20'-0"



WEST ELEVATION (B)
scale: 1" = 20'-0"



SOUTH ELEVATION (D)
scale: 1" = 20'-0"



ENLARGED NORTH ELEVATION (E)
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER. PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
12. BUILDING ADDRESS
13. EXTERIOR CANOPY
14. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
15. INTERIOR DRAIN WITH OVERFLOW SCUPPER.
16. WALL MOUNT LIGHTING FIXTURE, SEE G/DAB-4.1
17. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

(1)	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7005 PURE WHITE
(2)	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7071 GRAY SCREEN
(3)	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7073 NETWORK GRAY
(4)	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7074 SOFTWARE
(5)	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7075 WEB GRAY
(6)	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 6523 DENIM
(7)	CONCRETE TILT-UP PANEL PAINT BRAND	SW6803 DANUBE
(8)	CONCRETE TILT-UP PANEL PAINT BRAND	SW6797 JAY BLUE
(9)	CONCRETE TILT-UP PANEL PAINT BRAND	SW6967 FRANK BLUE
(10)	MULLIONS	PAINT BRAND CLEAR ANODIZED MULLIONS
(11)	GLAZING	PAINT BRAND BLUE REFLECTIVE GLAZING
(12)	METAL CANOPY	SHERWIN WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS/ HIGH PERFORMANCE IN COLOR: SW 7005 EXTRA WHITE

GLAZING LEGEND

- S — TEMPERED SPANDREL GLASS
- V — TEMPERED VISION GLASS
- IV — TEMPERED VISION INSULATED GLASS PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR U VALUE: 0.27, SHGC: 0.21 AND VLT: 26% 1" INSULATED GLASS WITH 1/2" AIRSPACE AND (2) 1/4" LITES.

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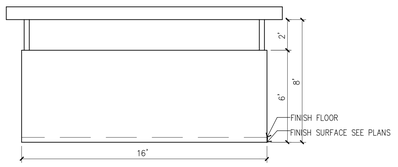
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SOILS ENGINEER	

Title: ELEVATIONS

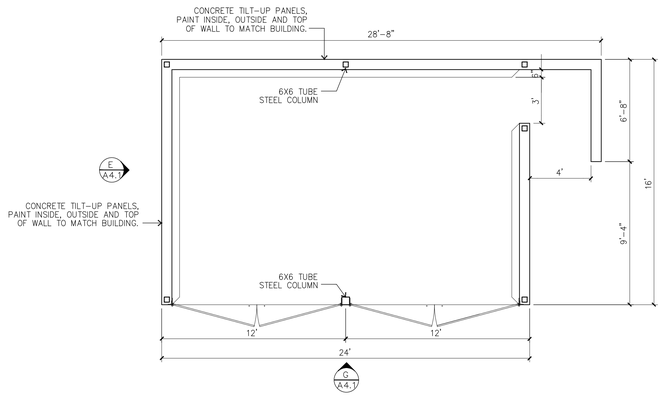
Project Number: 20475
Drawn by: Y.G.
Date: 5/12/23
Revision:

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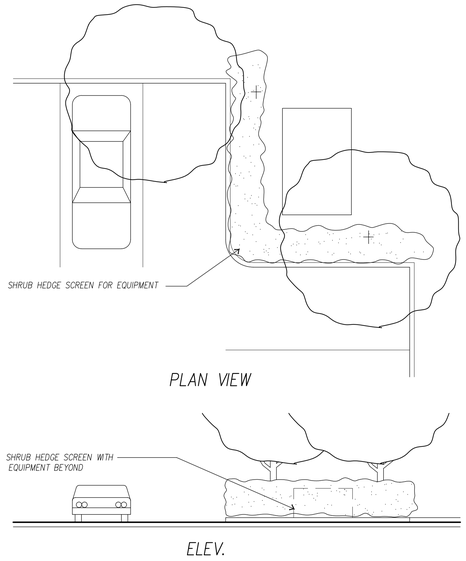
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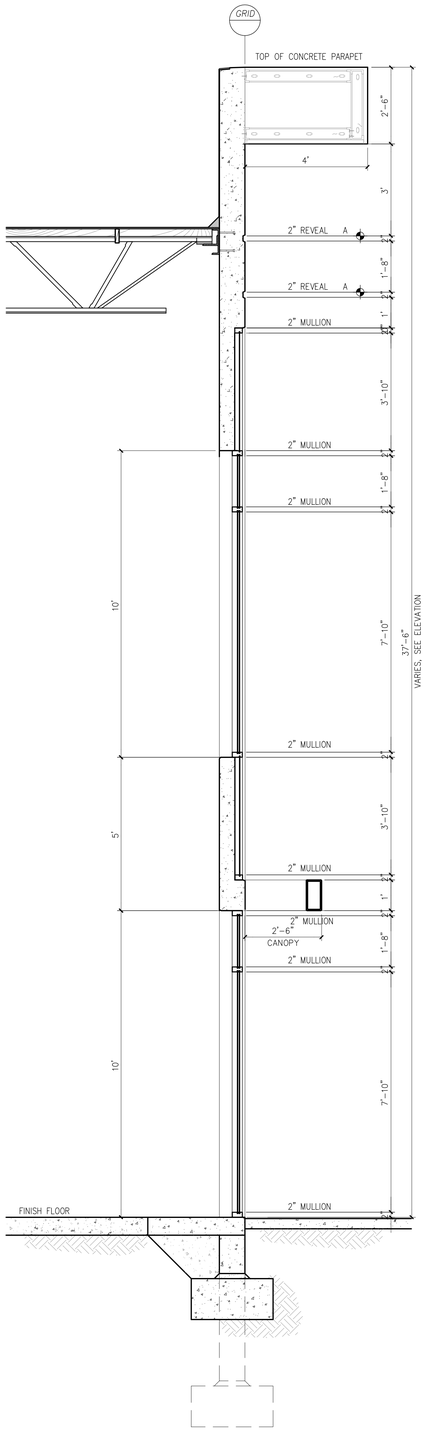
TRASH ENCLOSURE GATE ELEVATION (D)
scale: 1/4" = 1'-0"



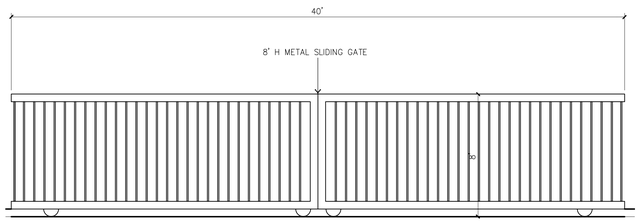
TRASH ENCLOSURE PLAN (C)
scale: 1/4" = 1'-0"



GROUND MOUNTED EQUIPMENT SCREENING, TYP. (B)
scale: N.T.S.

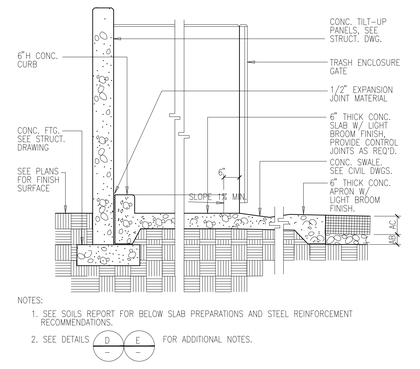


TYP. STOREFRONT ELEVATION (A)
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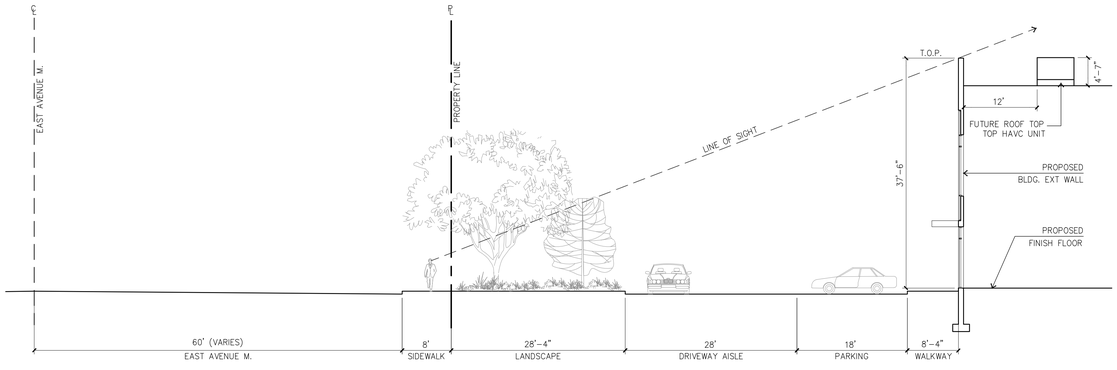


GATE ELEVATION (G)
scale: 1/4" = 1'-0"

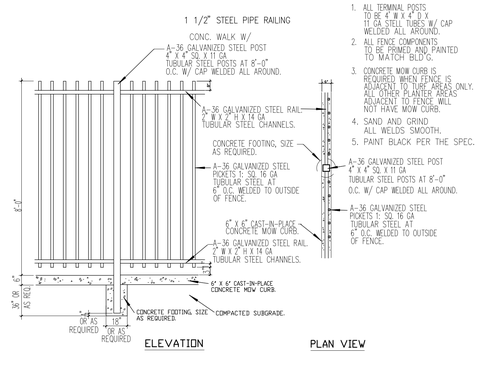
TRASH ENCLOSURE GATE ELEVATION (F)
scale: 1/4" = 1'-0"



TRASH ENCLOSURE SECTION (E)
scale: 1/2" = 1'-0"



SITE SECTION (J)
scale: 1/10" = 1'-0"



METAL FENCE DETAIL (H)
scale: N.T.S.

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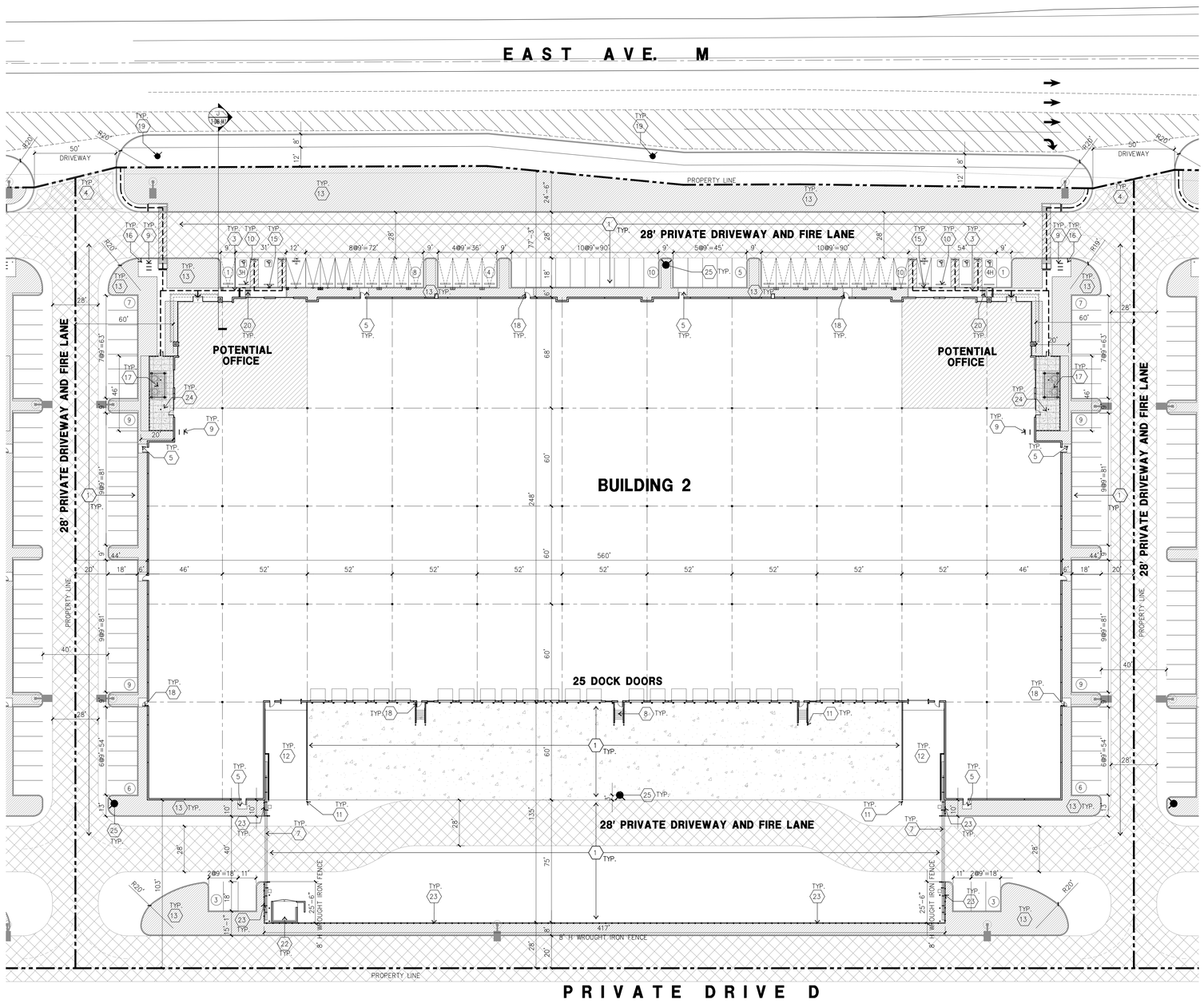
CIVIL	WESTLAND
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: section

Project Number:	20475
Drawn by:	Y.G.
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Revision:	

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1-DAB-A4.1



OVERALL SITE PLAN (A)

scale: 1" = 30'-0"

SCALE: 1" = 30'-0"

0 30' 60' 90'

TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONC. PAVEMENT.
2. FUTURE MONUMENT SIGN.
3. CONCRETE WALKWAY. SEE CIVIL PLAN.
4. DRIVEWAY APRONS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. NOT USED.
7. MANUAL OPERATED GATES W/ KNOX.
8. PAD LOCK PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
9. EXTERIOR CONC. STAIR.
10. BIKE RACK. SEE DETAIL 7/DAB-A4.2
11. PRE-CAST CONC. WHEEL STOP.
12. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
13. CONCRETE RAMP.
14. LANDSCAPE. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
15. ACCESSIBLE ENTRY SIGN.
16. ACCESSIBLE PARKING STALL SIGN.
17. SMOKING AREA
18. PATIO AREA
19. HOLLOW METAL DOOR, MAN DOOR.
20. PUBLIC FIRE HYDRANT
21. TRUNCATED DOME.
22. DESIGNATED SMOKING AREA.
23. TRASH ENCLOSURE.
24. 8'H WROUGHT IRON FENCE.
25. OPEN SPACE PER PMC SECTION 17.66.010-1
26. PRIVATE FIRE HYDRANT

SITE PLAN GENERAL NOTES

1. THE SOILS REPORT PREPARED BY SOCAL GEOTECHNICAL DATED TBD PROJECT NUMBER TBD SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM, PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. ALL PARKING AREA SHALL PROVIDE A LANDSCAPED PLANTER OF A MINIMUM WIDTH OF SEVEN FEET WIDE AT THE ENDS OF ALL PARKING AISLES. ALL PLANTING AREAS SHALL HAVE ROUND CORNERS INSTEAD OF 90 DEGREE CORNERS AND BE SHAPED TO PERMIT VEHICLE TURN MOVEMENTS. TWO FEET OF CURB IS REQUIRED. SEE DETAIL "D"
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. NOT USED
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
19. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

SITE LEGEND

- ACCESSIBLE PARKING STALL 9'X18'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X18'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X18' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X18'+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS MARKING "EV CHARGING ONLY", 10'X18'
- STANDARD EVCS SIZE, 9'X18'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X18'

NOTE:
EVCS STALLS TO BE IDENTIFIED BY SIGNAGE AND MARKING PER LOCAL REGULATIONS

- LIGHT STANDARD
- EXISTING PUBLIC FIRE HYDRANT
- PRIVATE FIRE HYDRANT- APPROXIMATE LOCATION
- CATCH BASIN APPROX. LOCATION
- 6" CURB +12" LANDING AREA ADJACENT TO PLANTER AT PARKING SPACES PER LOCAL JURISDICTION STANDARD
- EV CHARGERS INSTALLED
- EV CHARGER FOR FUTURE

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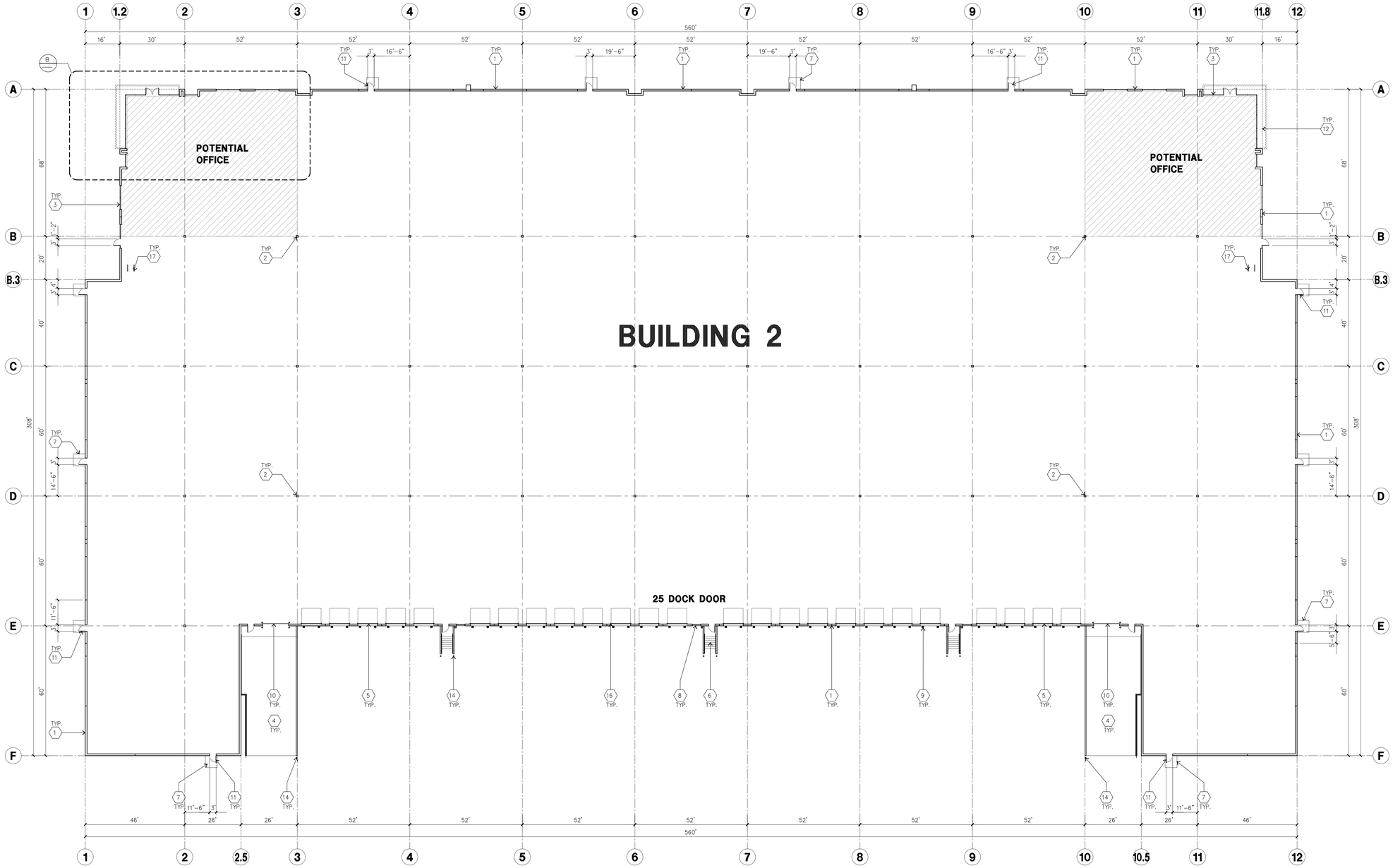
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Title: OVERALL SITE PLAN

Project Number: 20475
Drawn by: Y.G.
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Sheet:

2-DAB-A1.1

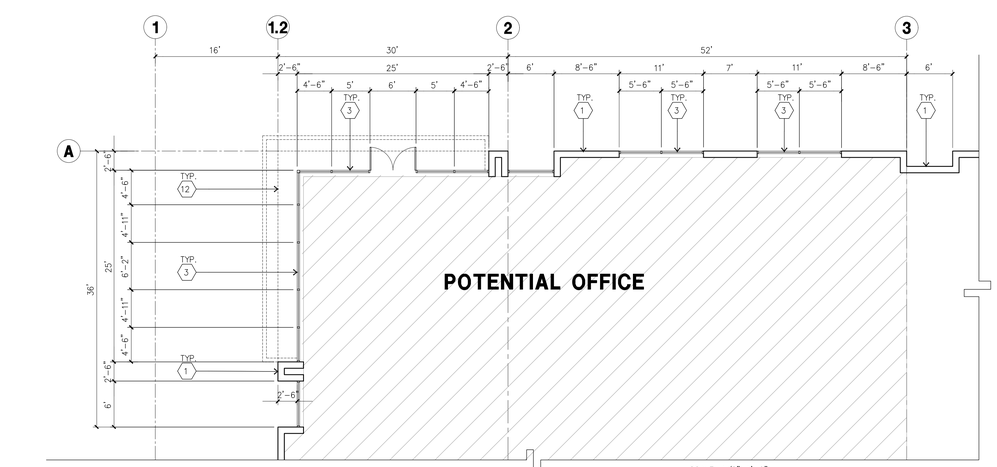


OVERALL FLOOR PLAN A

scale: 1" = 20'-0"

SCALE: 1" = 20'-0"

0 20' 40' 60' TRUE NORTH



ENLARGED FLOOR PLAN B

scale: 1/8" = 1'-0"

SCALE: 1/8"=1'-0"

0 8' 16' 24' TRUE NORTH

KETNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL BLOW-UP AND WALL ON BOTH SIDE OF RAMP.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O'H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" - 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE.
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. TRASH COMPACTOR.
14. CONC. FILLED GUARD POST. 6" DIA. U.N.O., 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
16. Z GUARD
17. LONG TERM INTERIOR BIKE RACK

GENERAL NOTES-FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.

B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.

C. THE BUILDING FLOOR SLAB IS SLOPED, SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.

D. NOT USED

E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL CYP. BD. WALLS IN WAREHOUSE TO RECEIVE1 COAT OF WHITE TO COVER.

F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS.

G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GROUNE, OR FACE OF STUD U.N.O.

H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.

I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A0.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.

J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.

K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.

L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.

M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.

N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 1133B.1.1.1

O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW, SEE A/A4.1 OFFICE SECTION.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT.

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. FOR SLAB CURING, COORDINATE WITH THE OWNER.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE [hatch] INDICATED, PROVIDE VAPOR BARRIER, CONCRETE SLAB OVER 2" SAND OVER 10MIL VISQUEEN, OVER 2" SAND, OVER COMPACT SOIL. ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER

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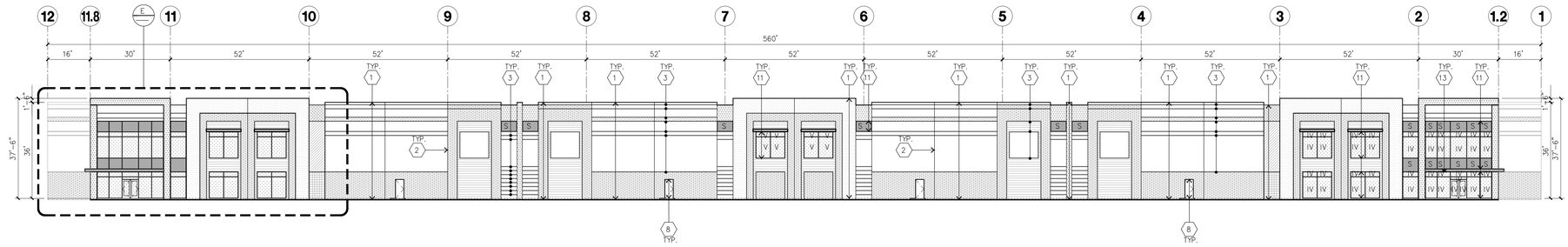
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Title: OVERALL FLOOR PLAN

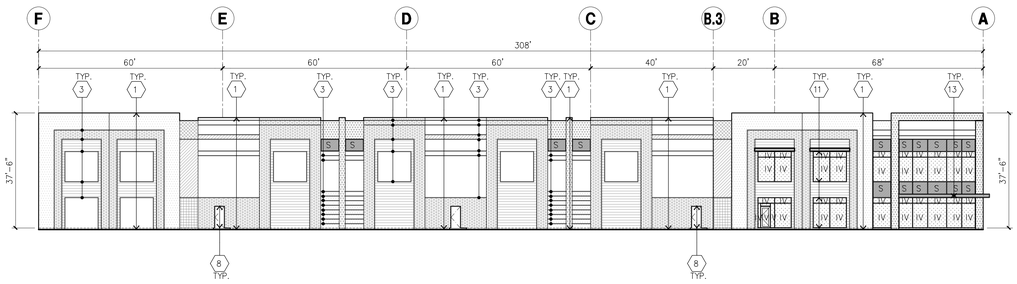
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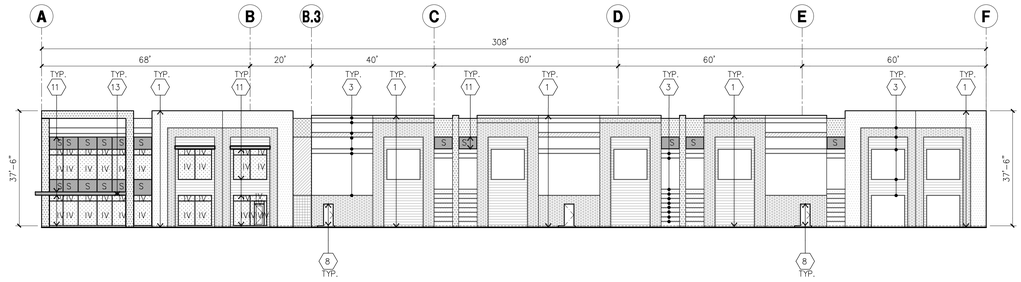
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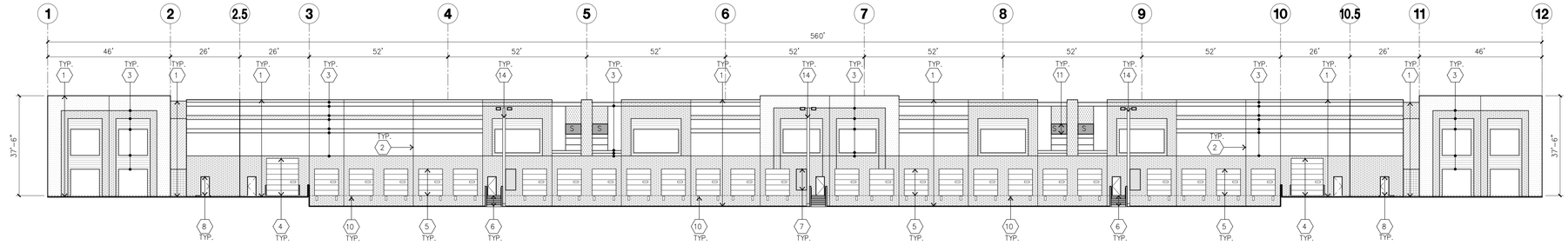
NORTH ELEVATION (A)
scale: 1" = 20'-0"



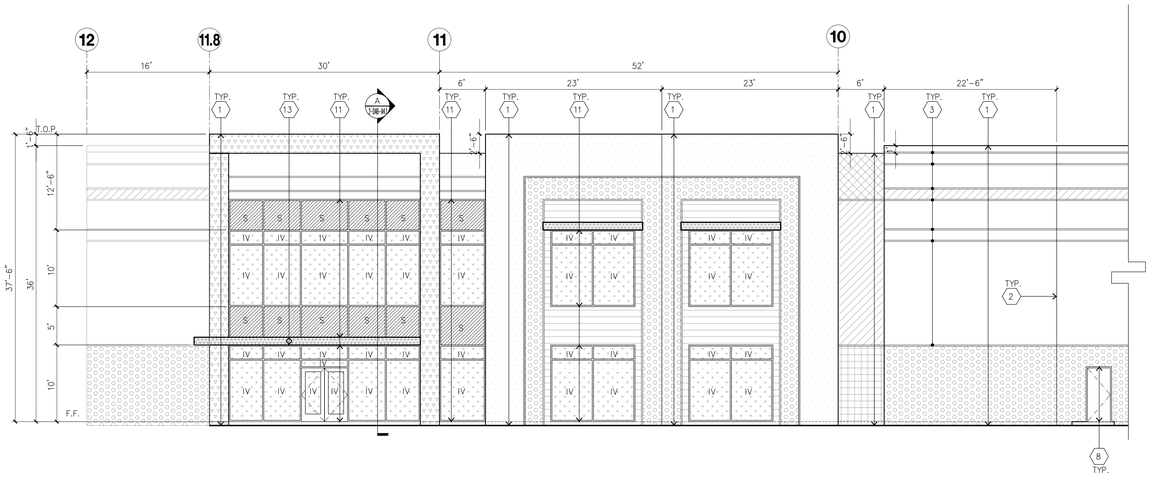
EAST ELEVATION (C)
scale: 1" = 20'-0"



WEST ELEVATION (B)
scale: 1" = 20'-0"



SOUTH ELEVATION (D)
scale: 1" = 20'-0"



ENLARGED NORTH ELEVATION (E)
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER. PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
12. BUILDING ADDRESS
13. EXTERIOR CANOPY
14. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
15. INTERIOR DRAIN WITH OVERFLOW SCUPPER.
16. WALL MOUNT LIGHTING FIXTURE, SEE G/DAB-4.1
17. 5'-6"x5'-6"x4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7005 PURE WHITE
2	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7071 GRAY SCREEN
3	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7073 NETWORK GRAY
4	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7074 SOFTWARE
5	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7075 WEB GRAY
6	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 6523 DENIM
7	CONCRETE TILT-UP PANEL PAINT BRAND	SW6803 DANUBE
8	CONCRETE TILT-UP PANEL PAINT BRAND	SW6797 JAY BLUE
9	CONCRETE TILT-UP PANEL PAINT BRAND	SW6967 FRANK BLUE
10	MULLIONS	PAINT BRAND CLEAR ANODIZED MULLIONS
11	GLAZING	PAINT BRAND BLUE REFLECTIVE GLAZING
12	METAL CANOPY	SHERWIN WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS/ HIGH PERFORMANCE IN COLOR: SW 7005 EXTRA WHITE

GLAZING LEGEND

- TEMPERED SPANDREL GLASS
- TEMPERED VISION GLASS
- TEMPERED VISION INSULATED GLASS PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR U VALUE: 0.27, SHGC: 0.21 AND VLT: 26% 1" INSULATED GLASS WITH 1/2" AIRSPACE AND (2) 1/4" LITES.

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PALMDALE, CA

Consultants:

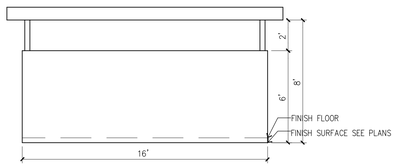
CIVIL	WESTLAND
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ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: ELEVATIONS

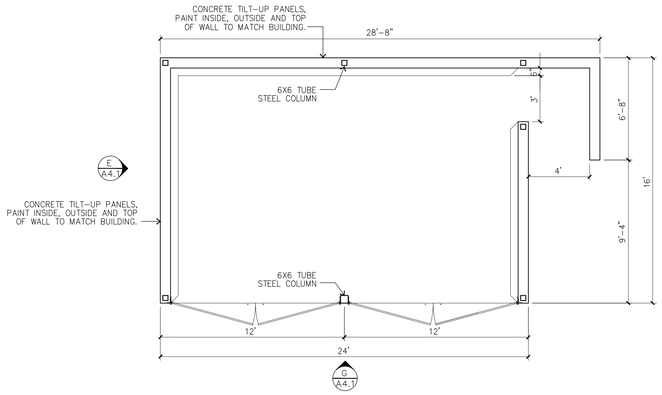
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Drawn by: Y.G.
Date: 5/12/23
Revision:

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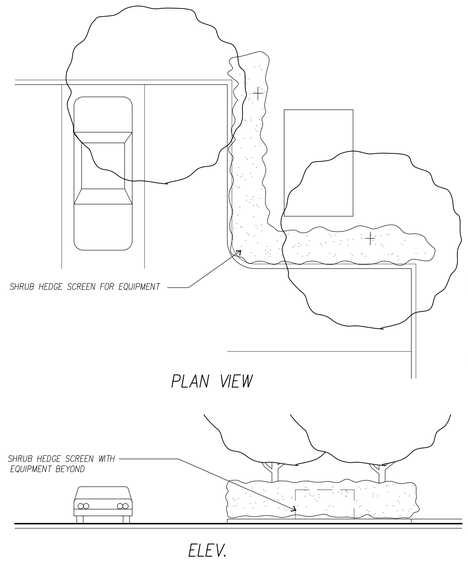
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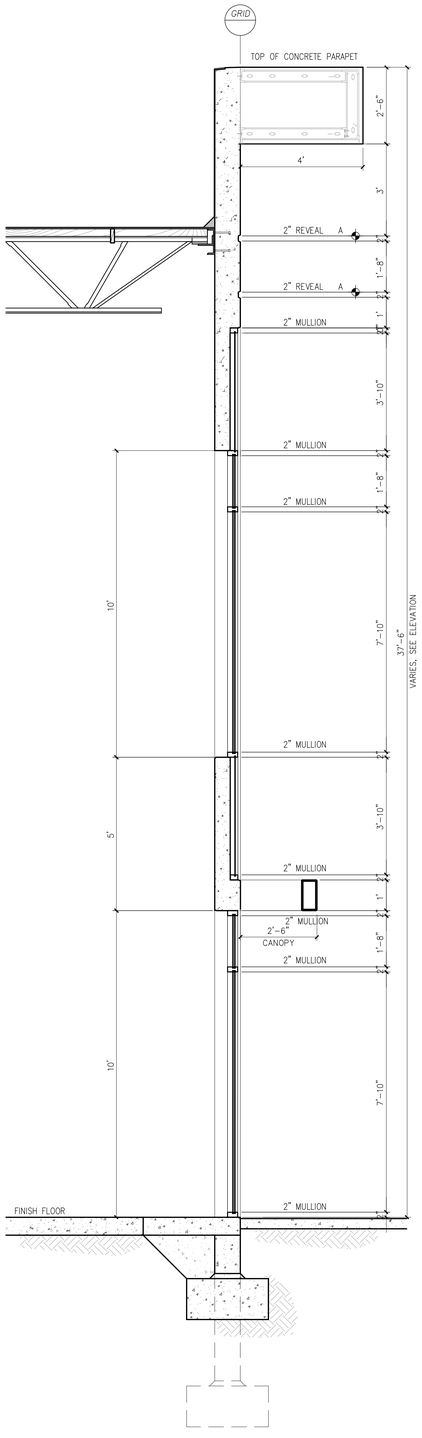
TRASH ENCLOSURE GATE ELEVATION (D)
scale: 1/4" = 1'-0"



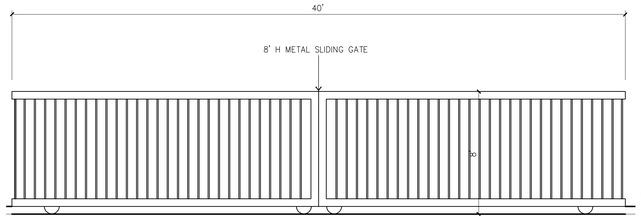
TRASH ENCLOSURE PLAN (C)
scale: 1/4" = 1'-0"



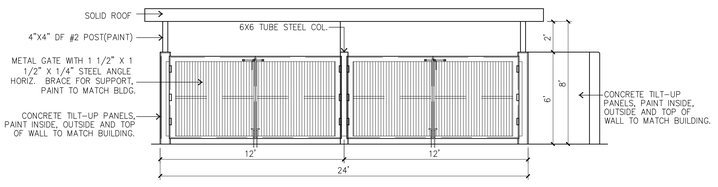
GROUND MOUNTED EQUIPMENT SCREENING, TYP. (B)
scale: N.T.S.



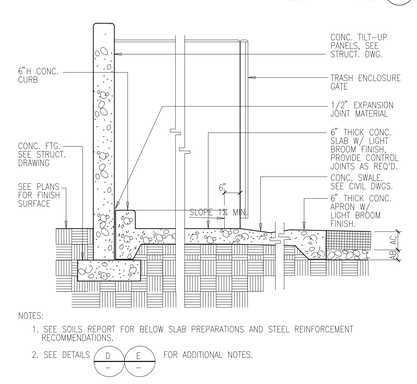
TYP. STOREFRONT ELEVATION (A)
scale: 1/2" = 1'-0"



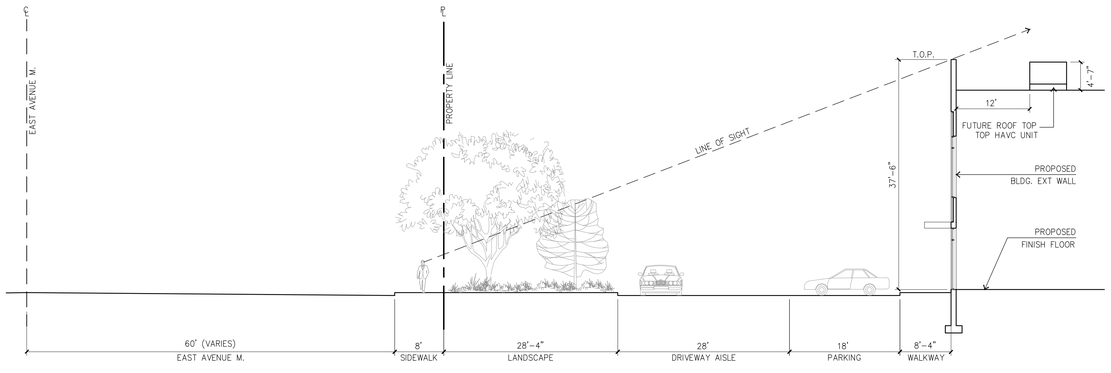
GATE ELEVATION (G)
scale: 1/4" = 1'-0"



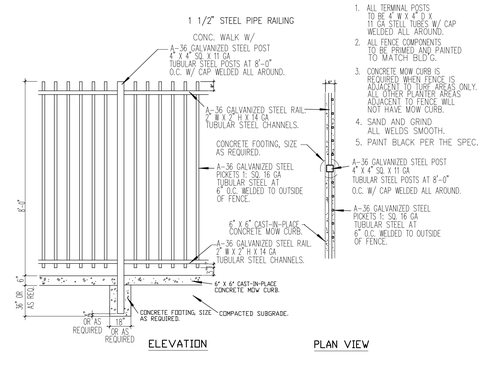
TRASH ENCLOSURE GATE ELEVATION (F)
scale: 1/4" = 1'-0"



TRASH ENCLOSURE SECTION (E)
scale: 1/2" = 1'-0"



SITE SECTION (J)
scale: 1/10" = 1'-0"



METAL FENCE DETAIL (H)
scale: N.T.S.

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Project:

ANTELOPE VALLEY COMMERCE CENTER

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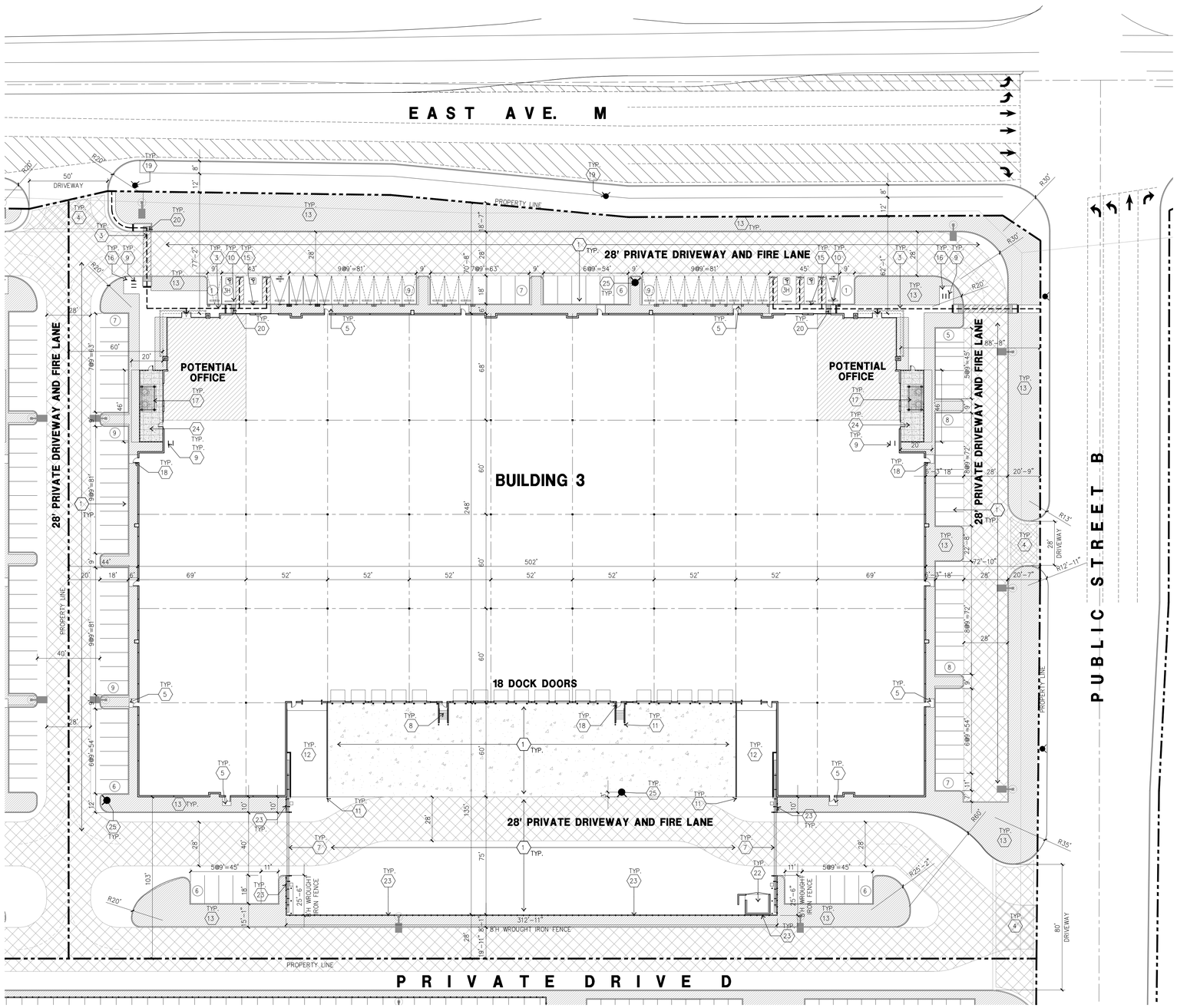
Consultants:

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SOILS ENGINEER	

Title:	section
Project Number:	20475
Drawn by:	Y.G.
Date:	5/12/23
Revision:	

Sheet:

2-DAB-A4.1



OVERALL SITE PLAN

scale: 1" = 30'-0"

A

SCALE: 1" = 30'-0"

0 30' 60' 90'

TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONC. PAVEMENT.
2. FUTURE MONUMENT SIGN.
3. CONCRETE WALKWAY. SEE CIVIL PLAN.
4. DRIVEWAY APRONS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" - 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. NOT USED.
7. MANUAL OPERATED GATES W/ KNOX. PAD LOCK PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
8. EXTERIOR CONC. STAIR.
9. BIKE RACK. SEE DETAIL 7/DAB-A4.2
10. PRE-CAST CONC. WHEEL STOP.
11. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
12. CONCRETE RAMP.
13. LANDSCAPE. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
14. ACCESSIBLE ENTRY SIGN.
15. ACCESSIBLE PARKING STALL SIGN.
16. SMOKING AREA
17. PATIO AREA
18. HOLLOW METAL DOOR, MAN DOOR.
19. PUBLIC FIRE HYDRANT
20. TRUNCATED DOME.
21. DESIGNATED SMOKING AREA.
22. TRASH ENCLOSURE.
23. 8'H WROUGHT IRON FENCE.
24. OPEN SPACE PER PMC SECTION 17.66.010-I
25. PRIVATE FIRE HYDRANT

SITE PLAN GENERAL NOTES

1. THE SOILS REPORT PREPARED BY SOCAL GEOTECHNICAL DATED TBD PROJECT NUMBER TBD SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET A0.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM, PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. ALL PARKING AREA SHALL PROVIDE A LANDSCAPED PLANTER OF A MINIMUM WIDTH OF SEVEN FEET WIDE AT THE ENDS OF ALL PARKING AISLES. ALL PLANTING AREAS SHALL HAVE ROUND CORNERS INSTEAD OF 90 DEGREE CORNERS AND BE SHAPED TO PERMIT VEHICLE TURN MOVEMENTS. TWO FEET OF CURB IS REQUIRED. SEE DETAIL "D"
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. NOT USED
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
19. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

SITE LEGEND

- ACCESSIBLE PARKING STALL 9'X18'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X18'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X18' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X18'+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS MARKING "EV CHARGING ONLY", 10'X18'
- STANDARD EVCS SIZE, 9'X18'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X18'

NOTE:
EVCS STALLS TO BE IDENTIFIED BY SIGNAGE AND MARKING PER LOCAL REGULATIONS

- LIGHT STANDARD
- EXISTING PUBLIC FIRE HYDRANT
- PRIVATE FIRE HYDRANT- APPROXIMATE LOCATION
- CATCH BASIN APPROX. LOCATION
- 6" CURB +12" LANDING AREA ADJACENT TO PLANTER AT PARKING SPACES PER LOCAL JURISDICTION STANDARD
- EV CHARGERS INSTALLED
- EV CHARGER FOR FUTURE

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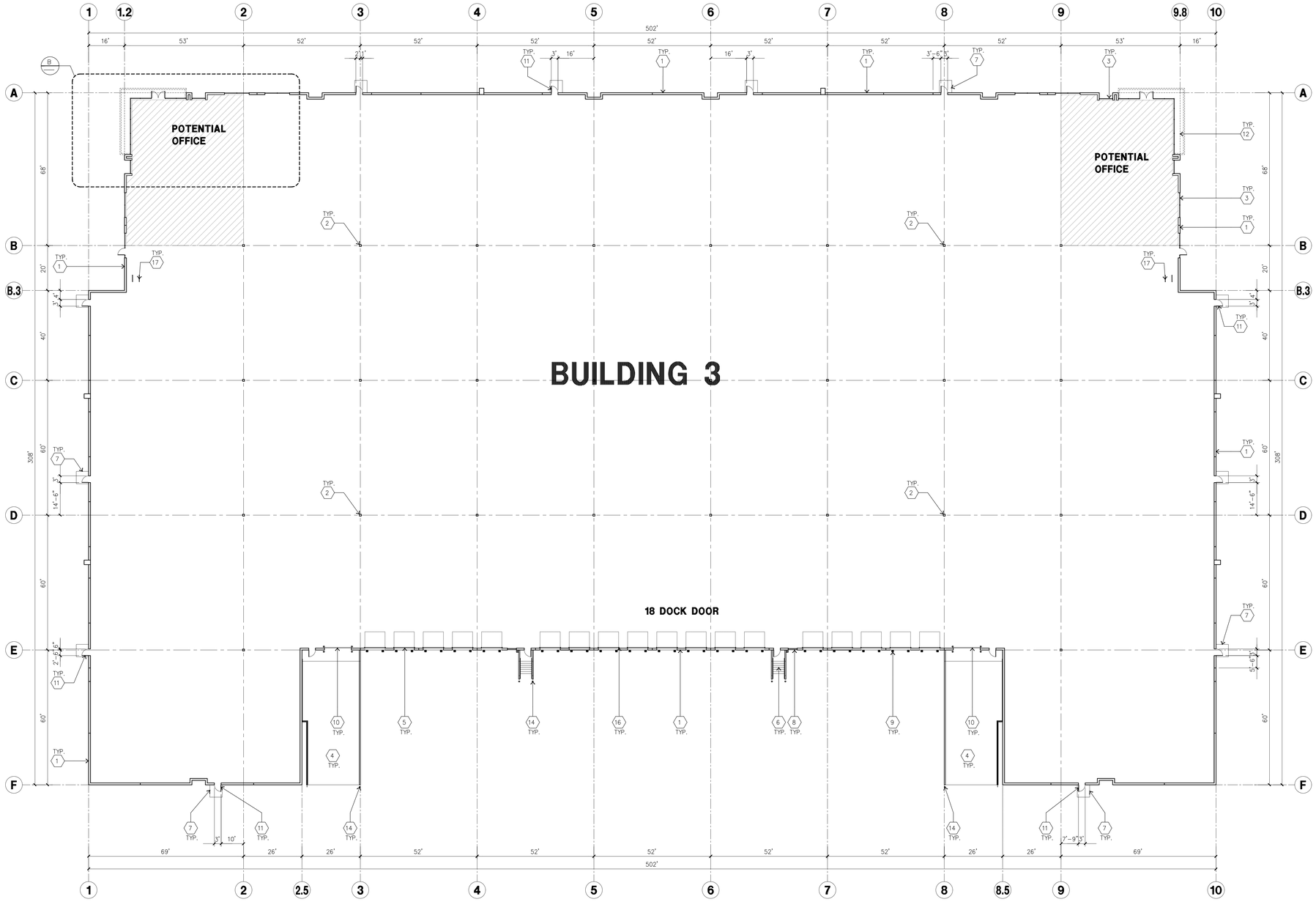
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PLUMBING	
ELECTRICAL	
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Title: OVERALL SITE PLAN

Project Number:	20475
Drawn by:	Y.G.
Date:	5/12/23
Revision:	

Sheet:

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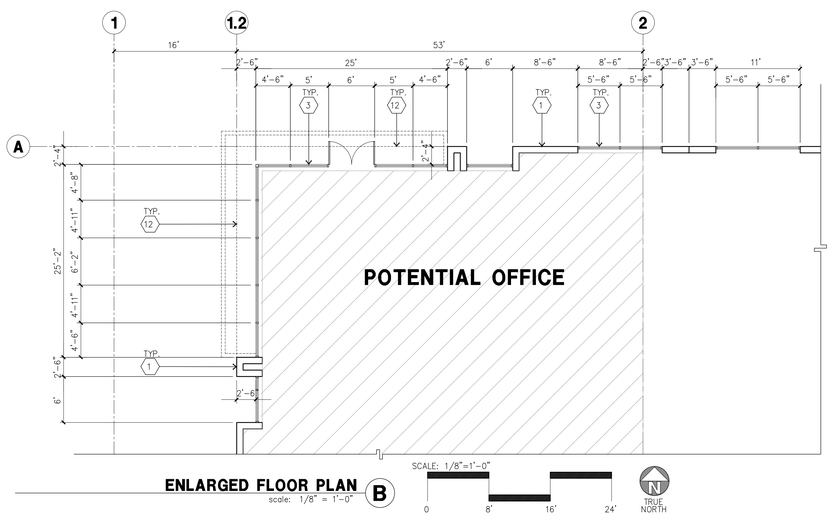
OVERALL FLOOR PLAN

scale: 1" = 20'-0"

SCALE: 1" = 20'-0"

0 20' 40' 60'

TRUE NORTH



ENLARGED FLOOR PLAN

scale: 1/8" = 1'-0"

SCALE: 1/8"=1'-0"

0 8' 16' 24'

TRUE NORTH

KETNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL BLOW-UP AND WALL ON BOTH SIDE OF RAMP.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O'H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE.
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. TRASH COMPACTOR.
14. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER,
16. Z GUARD
17. LONG TERM INTERIOR BIKE RACK

GENERAL NOTES-FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.
B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
C. THE BUILDING FLOOR SLAB IS SLOPED, SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
D. NOT USED
E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE1 COAT OF WHITE TO COVER.
F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS.
G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES; CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A0.4. NOTE; ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.
L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 11.3.1.8.1.1.1
O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW, SEE A/A4.1 OFFICE SECTION.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT.

1. FLOOR COMPACTION – 95%
2. TRENCH COMPACTION – 90%
3. BUILDING FLOOR SLAB:
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. FOR SLAB CURING, COORDINATE WITH THE OWNER.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE [▨] INDICATED, PROVIDE VAPOR BARRIER, CONCRETE SLAB OVER 2" SAND OVER 10MIL VISQUEEN, OVER 2" SAND, OVER COMPACT SOIL. ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER

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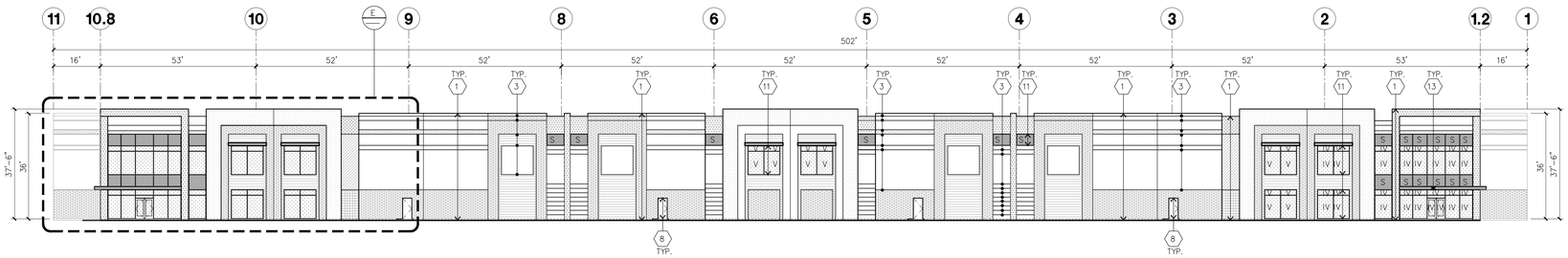
CIVIL	WESTLAND
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Title: OVERALL FLOOR PLAN

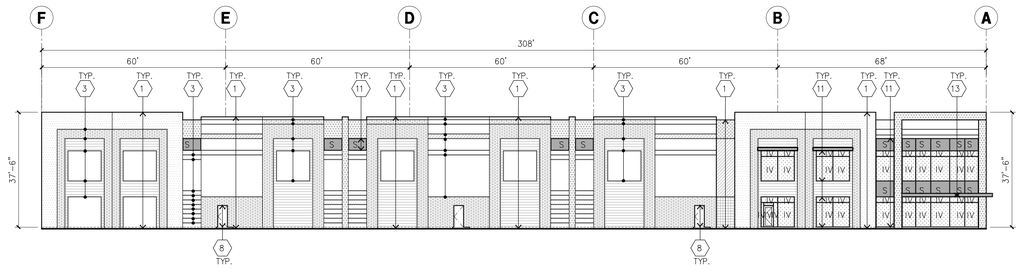
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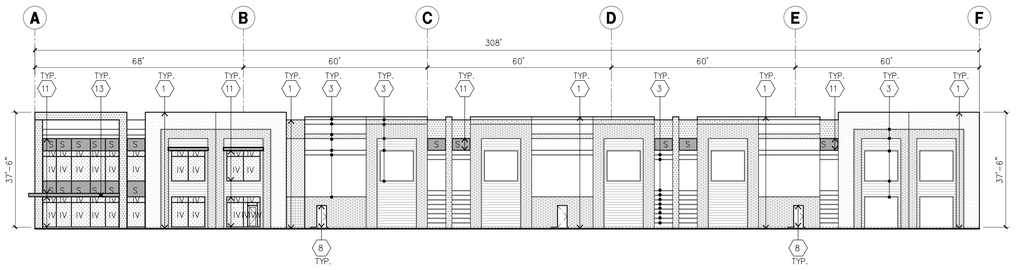
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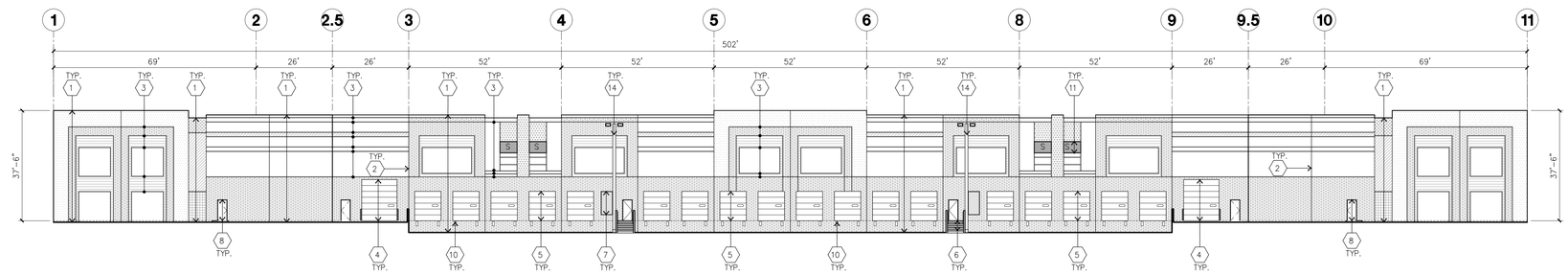
NORTH ELEVATION (A)
scale: 1" = 20'-0"



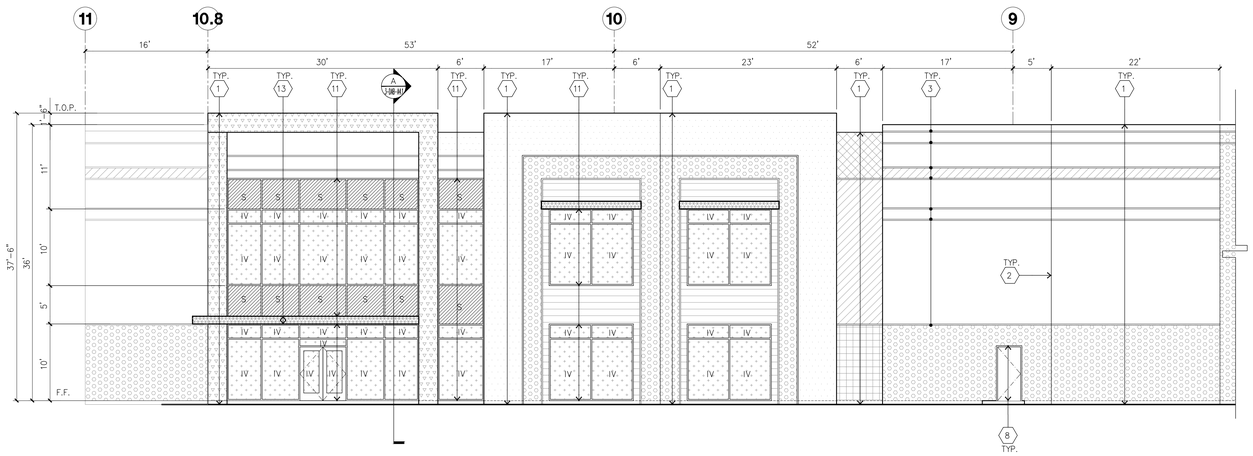
EAST ELEVATION (C)
scale: 1" = 20'-0"



WEST ELEVATION (B)
scale: 1" = 20'-0"



SOUTH ELEVATION (D)
scale: 1" = 20'-0"



ENLARGED NORTH ELEVATION (E)
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM OF DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER. PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
12. BUILDING ADDRESS
13. EXTERIOR CANOPY
14. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
15. INTERIOR DRAIN WITH OVERFLOW SCUPPER.
16. WALL MOUNT LIGHTING FIXTURE, SEE G/DAB-4.1
17. 5'-6"x5'-6"x4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7005 PURE WHITE
2	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7071 GRAY SCREEN
3	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7073 NETWORK GRAY
4	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7074 SOFTWARE
5	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7075 WEB GRAY
6	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 6523 DENIM
7	CONCRETE TILT-UP PANEL PAINT BRAND	SW6803 DANUBE
8	CONCRETE TILT-UP PANEL PAINT BRAND	SW6797 JAY BLUE
9	CONCRETE TILT-UP PANEL PAINT BRAND	SW6967 FRANK BLUE
10	MULLIONS	PAINT BRAND: CLEAR ANODIZED MULLIONS
11	GLAZING	PAINT BRAND: BLUE REFLECTIVE GLAZING
12	METAL CANOPY	SHERWIN WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS/ HIGH PERFORMANCE IN COLOR: SW 7005 EXTRA WHITE

GLAZING LEGEND

- S — TEMPERED SPANDREL GLASS
- V — TEMPERED VISION GLASS
- IV — TEMPERED VISION INSULATED GLASS PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR U VALUE: 0.27, SHGC: 0.21 AND VLT: 26% 1" INSULATED GLASS WITH 1/2" AIRSPACE AND (2) 1/4" LITES.

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ANTELOPE VALLEY COMMERCE CENTER

PALMDALE, CA

Consultants:

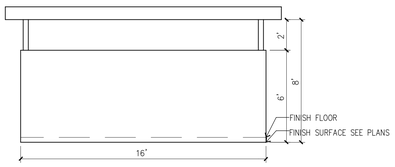
CIVIL	WESTLAND
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PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: ELEVATIONS

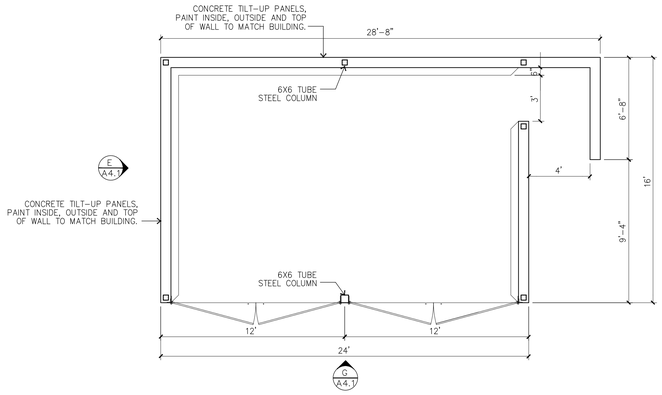
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Drawn by: Y.G.
Date: 5/12/23
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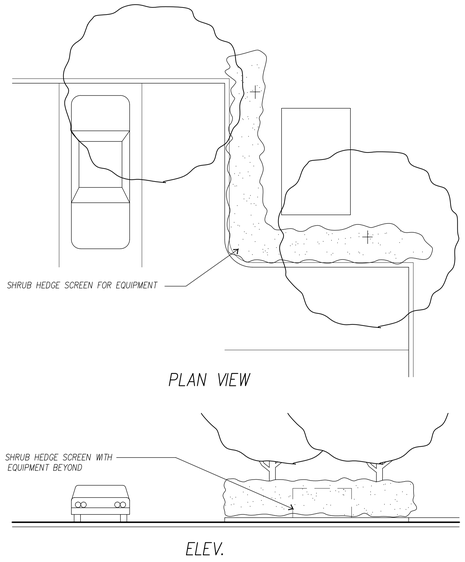
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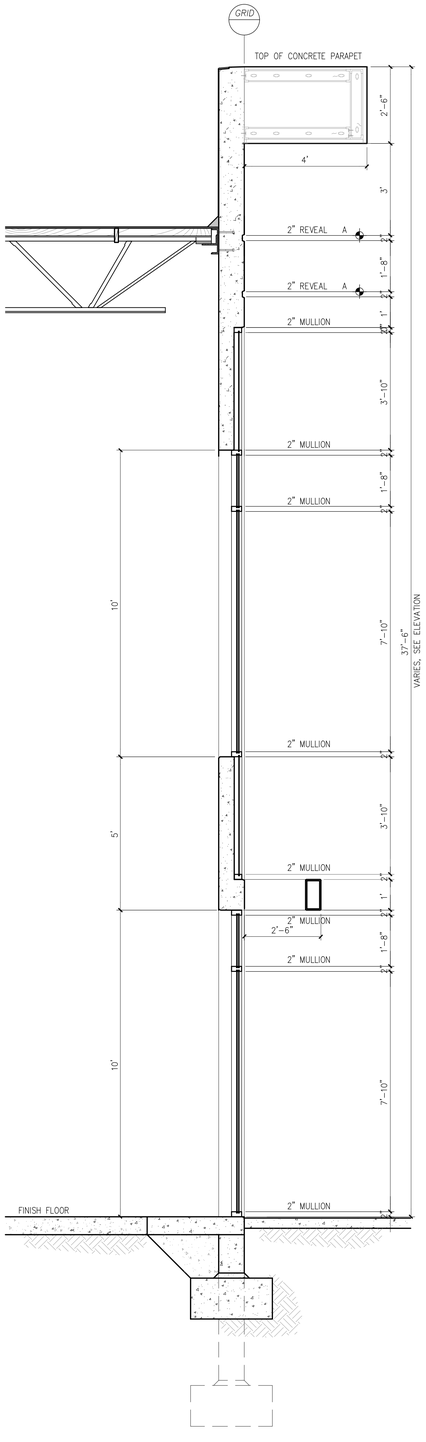
TRASH ENCLOSURE GATE ELEVATION (D)
scale: 1/4" = 1'-0"



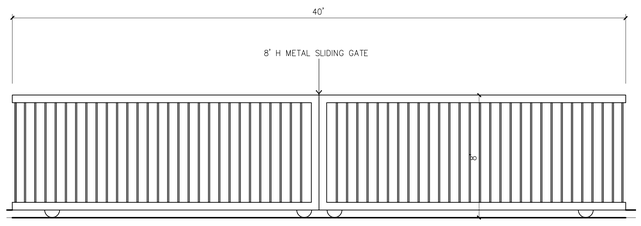
TRASH ENCLOSURE PLAN (C)
scale: 1/4" = 1'-0"



GROUND MOUNTED EQUIPMENT SCREENING, TYP. (B)
scale: N.T.S.

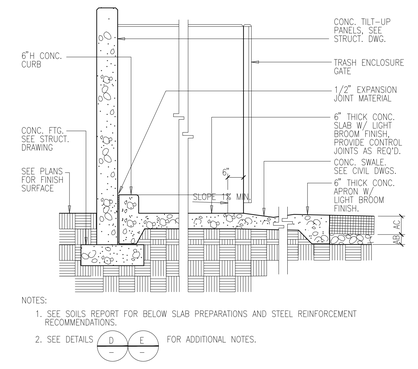


TYP. STOREFRONT ELEVATION (A)
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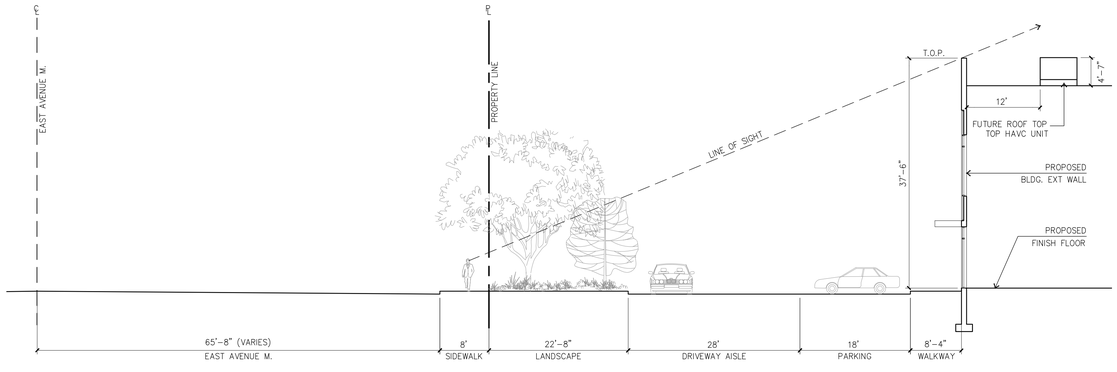


GATE ELEVATION (G)
scale: 1/4" = 1'-0"

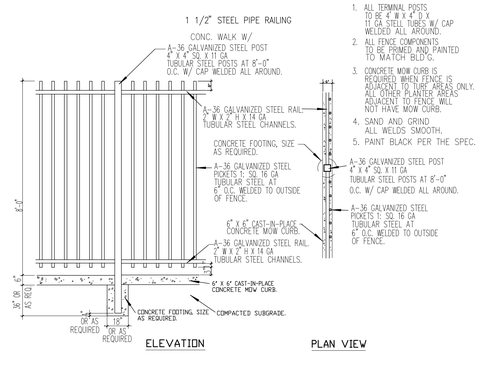
TRASH ENCLOSURE GATE ELEVATION (F)
scale: 1/4" = 1'-0"



TRASH ENCLOSURE SECTION (E)
scale: 1/2" = 1'-0"



SITE SECTION (J)
scale: 1/10" = 1'-0"



METAL FENCE DETAIL (H)
scale: N.T.S.

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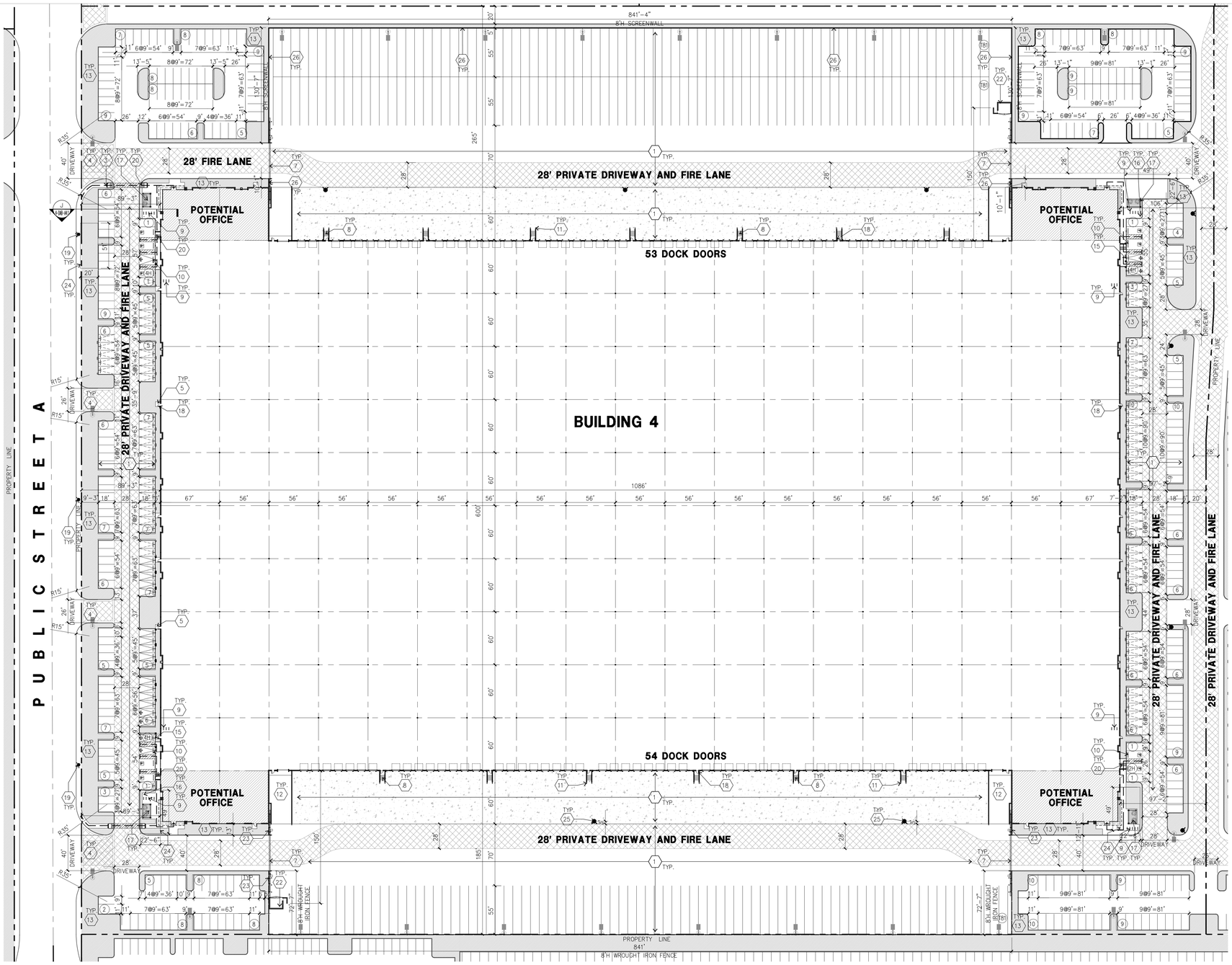
CIVIL — WESTLAND
STRUCTURAL
MECHANICAL
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ELECTRICAL
LANDSCAPE — HUNTER
FIRE PROTECTION
SOILS ENGINEER

Title: section

Project Number: 20475
Drawn by: Y.G.
Date: 5/12/23
Revision:

Sheet:

3-DAB-A4.1



OVERALL SITE PLAN A
scale: 1" = 50'-0"

SCALE: 1" = 50'-0"
0 50' 100' 150'
TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONC. PAVEMENT.
2. FUTURE MONUMENT SIGN.
3. CONCRETE WALKWAY. SEE CIVIL PLAN.
4. DRIVEWAY APRONS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. NOT USED.
7. MANUAL OPERATED GATES W/ KNOX. PAD LOCK PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
8. EXTERIOR CONC. STAIR.
9. BIKE RACK. SEE DETAIL 7/DAB-A4.2
10. PRE-CAST CONC. WHEEL STOP.
11. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
12. CONCRETE RAMP.
13. LANDSCAPE. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
14. ACCESSIBLE ENTRY SIGN.
15. ACCESSIBLE PARKING STALL SIGN.
16. SMOKING AREA
17. PATIO AREA
18. HOLLOW METAL DOOR, MAN DOOR.
19. PUBLIC FIRE HYDRANT
20. TRUNCATED DOME.
21. DESIGNATED SMOKING AREA.
22. TRASH ENCLOSURE.
23. 8'H WROUGHT IRON FENCE.
24. OPEN SPACE PER PMC SECTION 17.66.010-1
25. PRIVATE FIRE HYDRANT
26. 8'H SCREEN WALL

SITE PLAN GENERAL NOTES

1. THE SOILS REPORT PREPARED BY SOCAL GEOTECHNICAL DATED TBD PROJECT NUMBER TBD SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM, PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. ALL PARKING AREA SHALL PROVIDE A LANDSCAPED PLANTER OF A MINIMUM WIDTH OF SEVEN FEET WIDE AT THE ENDS OF ALL PARKING AISLES. ALL PLANTING AREAS SHALL HAVE ROUND CORNERS INSTEAD OF 90 DEGREE CORNERS AND BE SHAPED TO PERMIT VEHICLE TURN MOVEMENTS. TWO FEET OF CURB IS REQUIRED. SEE DETAIL "D"
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. NOT USED
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
19. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

SITE LEGEND

- ACCESSIBLE PARKING STALL 9'X18'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X18'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X18' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X18'+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS MARKING "EV CHARGING ONLY", 10'X18'
- STANDARD EVCS SIZE, 9'X18'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X18'

NOTE:
EVCS STALLS TO BE IDENTIFIED BY SIGNAGE AND MARKING PER LOCAL REGULATIONS

- LIGHT STANDARD
- EXISTING PUBLIC FIRE HYDRANT
- PRIVATE FIRE HYDRANT- APPROXIMATE LOCATION
- CATCH BASIN APPROX. LOCATION
- 6" CURB +12" LANDING AREA ADJACENT TO PLANTER AT PARKING SPACES PER LOCAL JURISDICTION STANDARD
- EV CHARGERS INSTALLED
- EV CHARGER FOR FUTURE

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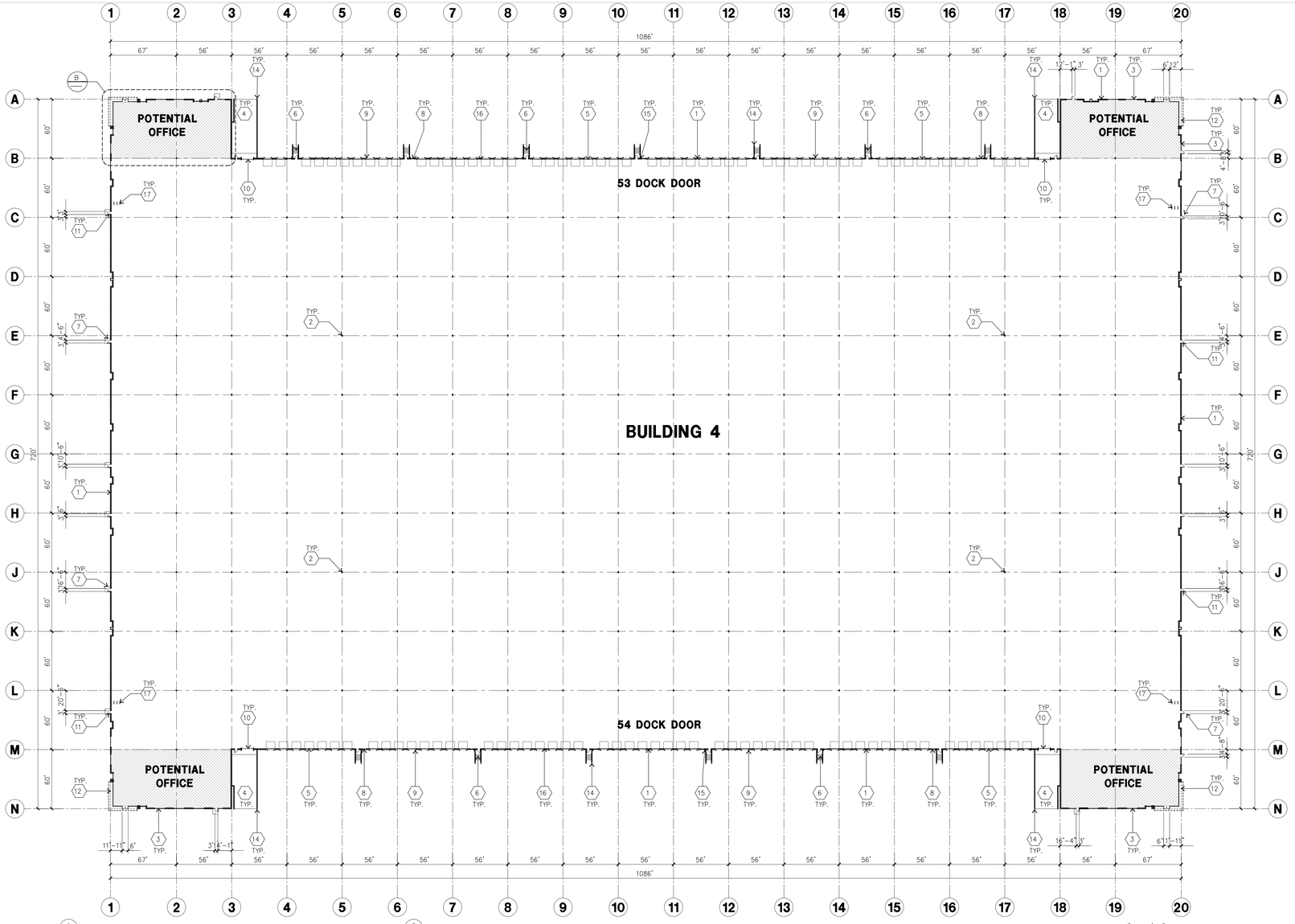
CIVIL	WESTLAND
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ELECTRICAL	HUNTER
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SOILS ENGINEER	

Title: OVERALL SITE PLAN

Project Number:	20475
Drawn by:	Y.G.
Date:	5/12/23
Revision:	

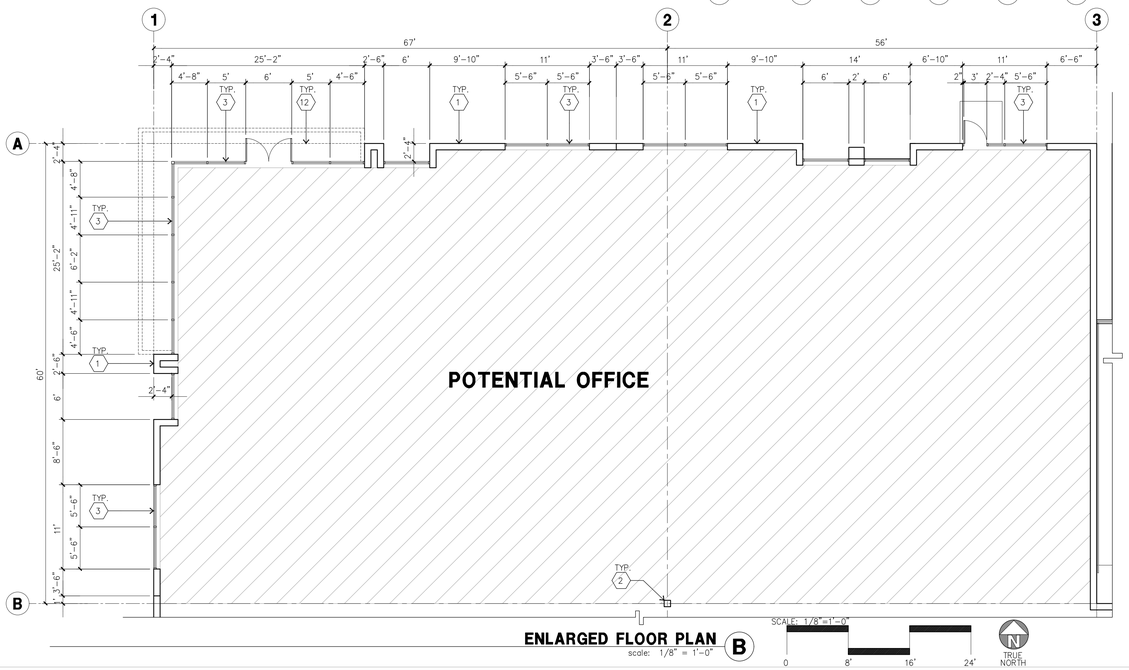
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OVERALL FLOOR PLAN A
scale: 1" = 50'-0"

SCALE: 1" = 50'-0"
0 50' 100' 150'
TRUE NORTH



ENLARGED FLOOR PLAN B
scale: 1/8" = 1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'
TRUE NORTH

KETNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL BLOW-UP AND WALL ON BOTH SIDE OF RAMP.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O/H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE.
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. TRASH COMPACTOR.
14. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
16. Z GUARD
17. LONG TERM INTERIOR BIKE RACK

GENERAL NOTES-FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.
B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
C. THE BUILDING FLOOR SLAB IS SLOPED, SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
D. NOT USED
E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL CYP. BD. WALLS IN WAREHOUSE TO RECEIVE1 COAT OF WHITE TO COVER.
F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS.
G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A0.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.
L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 11338.1.1.1
O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW, SEE A/A4.1 OFFICE SECTION.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT.

1. FLOOR COMPACTION – 95%
2. TRENCH COMPACTION – 90%
3. BUILDING FLOOR SLAB:
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. FOR SLAB CURING, COORDINATE WITH THE OWNER.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE INDICATED, PROVIDE VAPOR BARRIER, CONCRETE SLAB OVER 2" SAND OVER 10MIL VISQUEEN, OVER 2" SAND, OVER COMPACT SOIL. ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER

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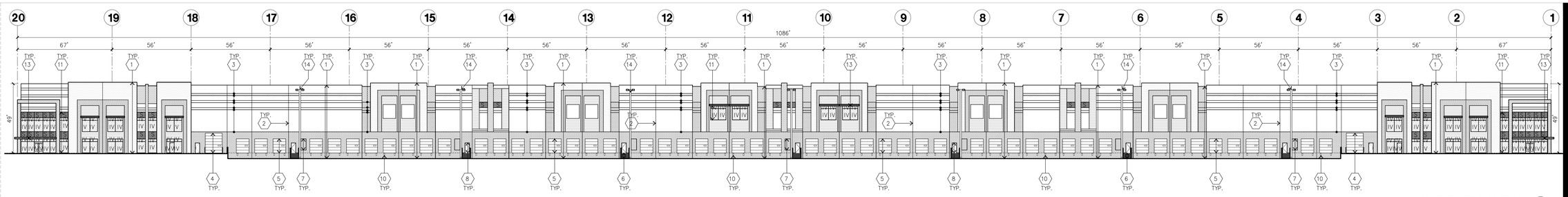
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Title: OVERALL FLOOR PLAN

Project Number:	20475
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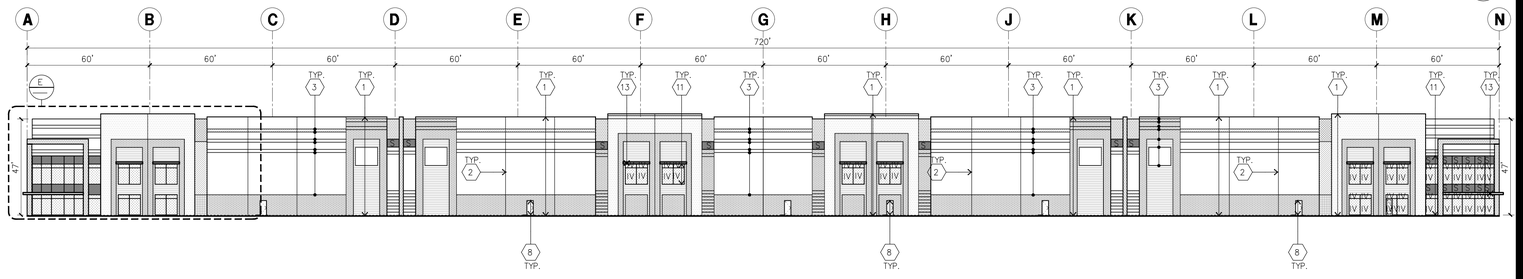
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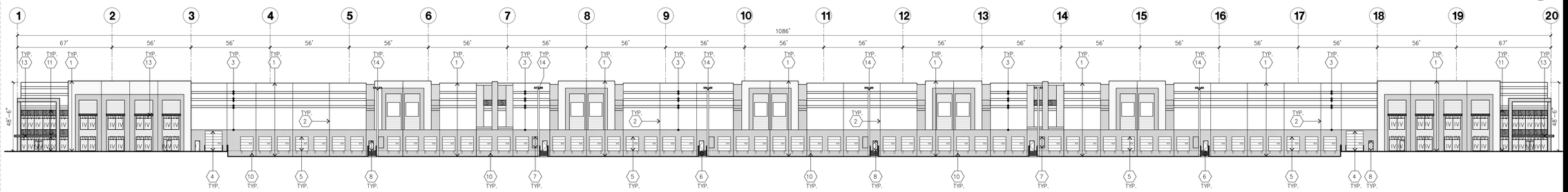
NORTH ELEVATION A

scale: 1" = 30'-0"



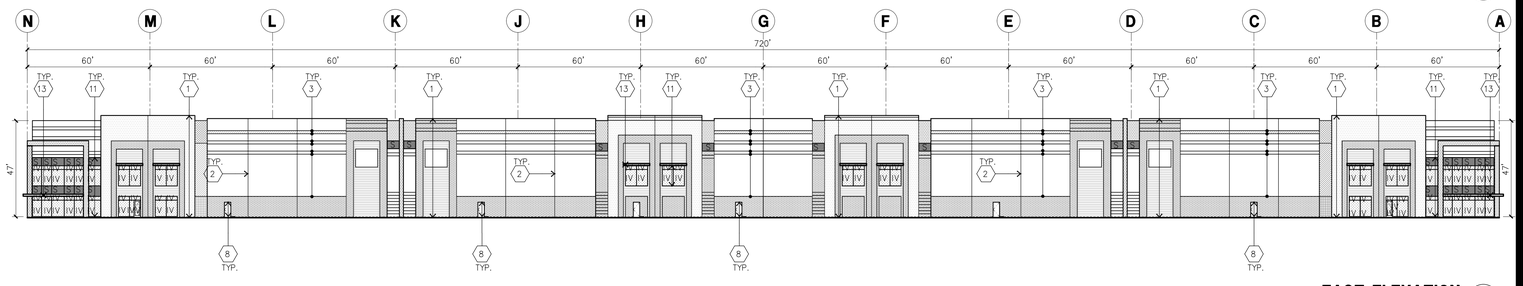
WEST ELEVATION B

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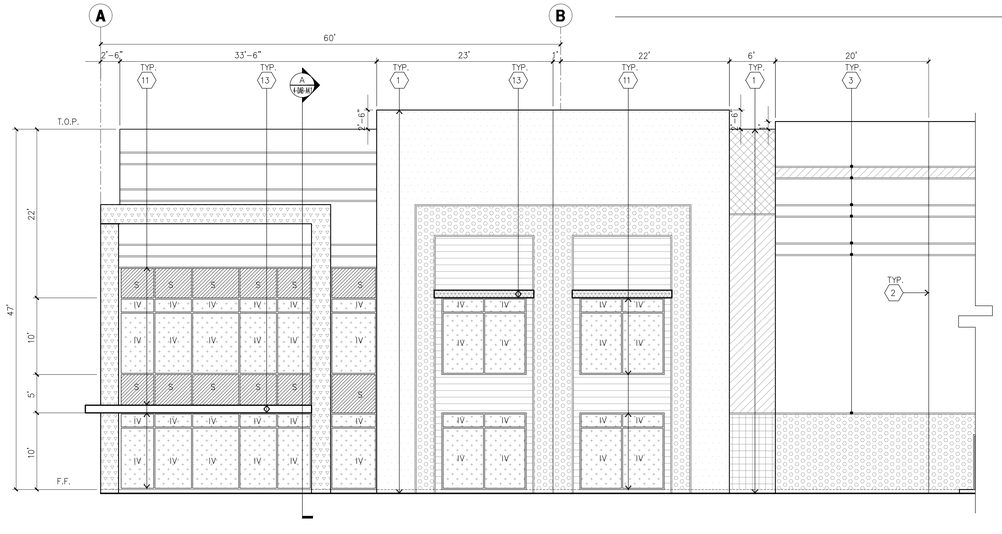
SOUTH ELEVATION C

scale: 1" = 30'-0"



EAST ELEVATION D

scale: 1" = 30'-0"



ENLARGED WEST ELEVATION E

scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER. PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
12. BUILDING ADDRESS
13. EXTERIOR CANOPY
14. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
15. INTERIOR DRAIN WITH OVERFLOW SCUPPER.
16. WALL MOUNT LIGHTING FIXTURE, SEE G/DAB-4.1
17. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7005 PURE WHITE
2	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7071 GRAY SCREEN
3	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7073 NETWORK GRAY
4	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7074 SOFTWARE
5	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7075 WEB GRAY
6	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 6523 DENIM
7	CONCRETE TILT-UP PANEL PAINT BRAND	SW6803 DANUBE
8	CONCRETE TILT-UP PANEL PAINT BRAND	SW6797 JAY BLUE
9	CONCRETE TILT-UP PANEL PAINT BRAND	SW6967 FRANK BLUE
10	MULLIONS	PAINT BRAND CLEAR ANODIZED MULLIONS
11	GLAZING	PAINT BRAND BLUE REFLECTIVE GLAZING
12	METAL CANOPY	SHERWIN WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS/ HIGH PERFORMANCE IN COLOR: SW 7005 EXTRA WHITE

GLAZING LEGEND

- TEMPERED SPANDREL GLASS
- TEMPERED VISION GLASS
- TEMPERED VISION INSULATED GLASS PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR U VALUE: 0.27, SHGC: 0.21 AND VLT: 26% 1" INSULATED GLASS WITH 1/2" AIRSPACE AND (2) 1/4" LITES.

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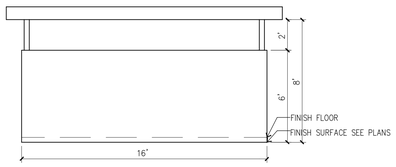
CIVIL	WESTLAND
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PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: ELEVATIONS

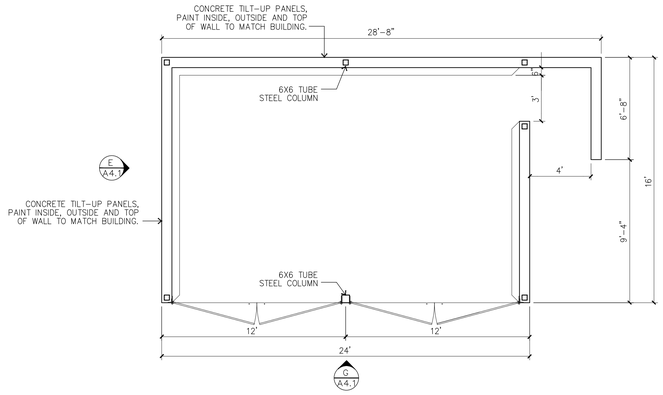
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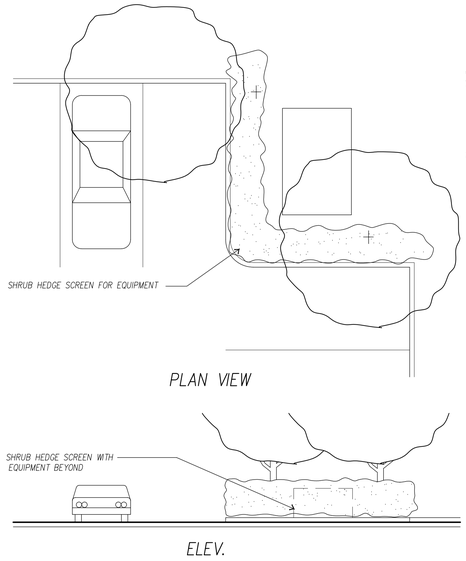
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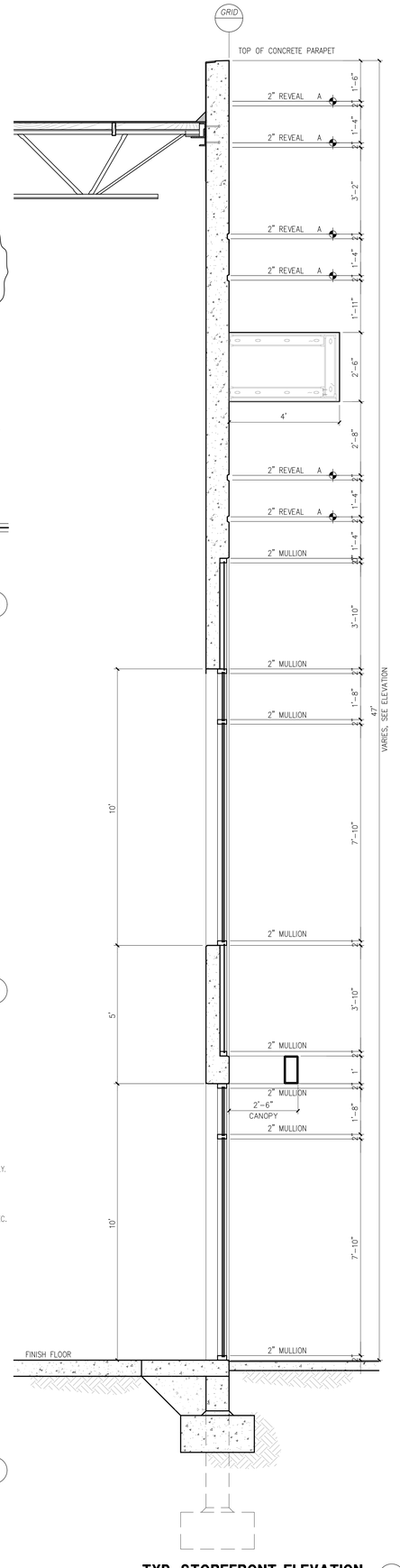
TRASH ENCLOSURE GATE ELEVATION D
scale: 1/4" = 1'-0"



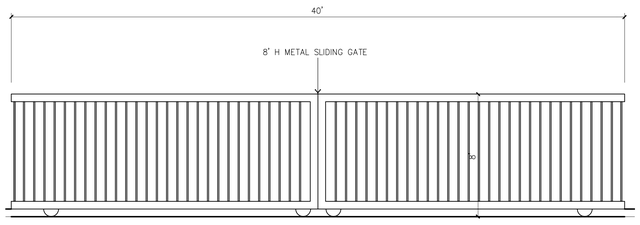
TRASH ENCLOSURE PLAN C
scale: 1/4" = 1'-0"



GROUND MOUNTED EQUIPMENT SCREENING, TYP. B
scale: N.T.S.

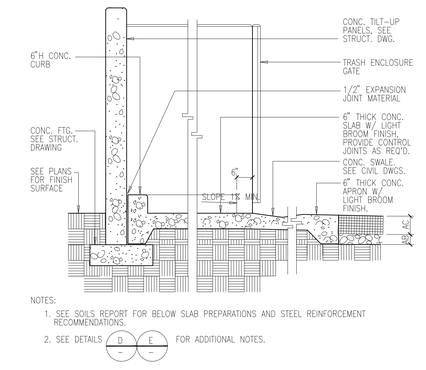


TYP. STOREFRONT ELEVATION A
scale: 1/2" = 1'-0"

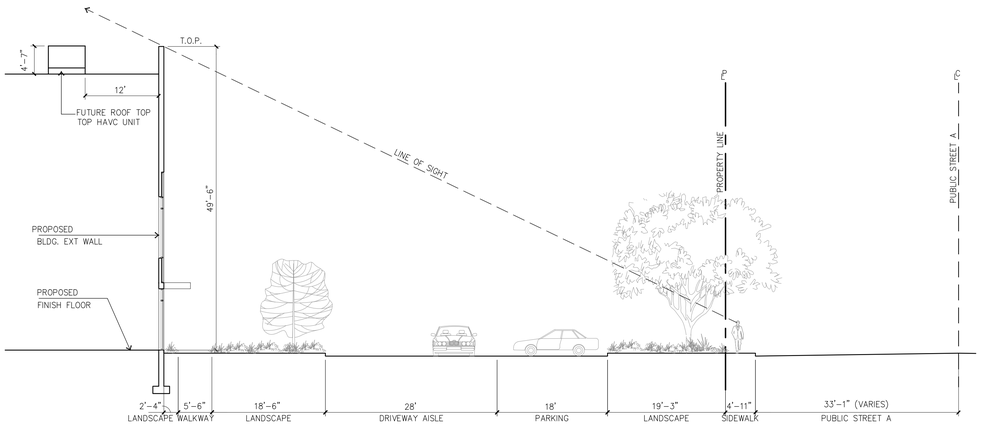


GATE ELEVATION G
scale: 1/4" = 1'-0"

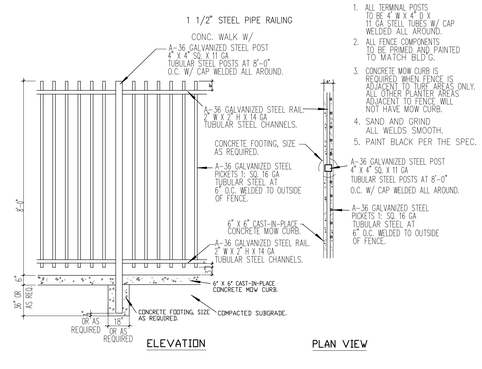
TRASH ENCLOSURE GATE ELEVATION F
scale: 1/4" = 1'-0"



TRASH ENCLOSURE SECTION E
scale: 1/2" = 1'-0"



SITE SECTION J
scale: 1/10" = 1'-0"



METAL FENCE DETAIL H
scale: N.T.S.

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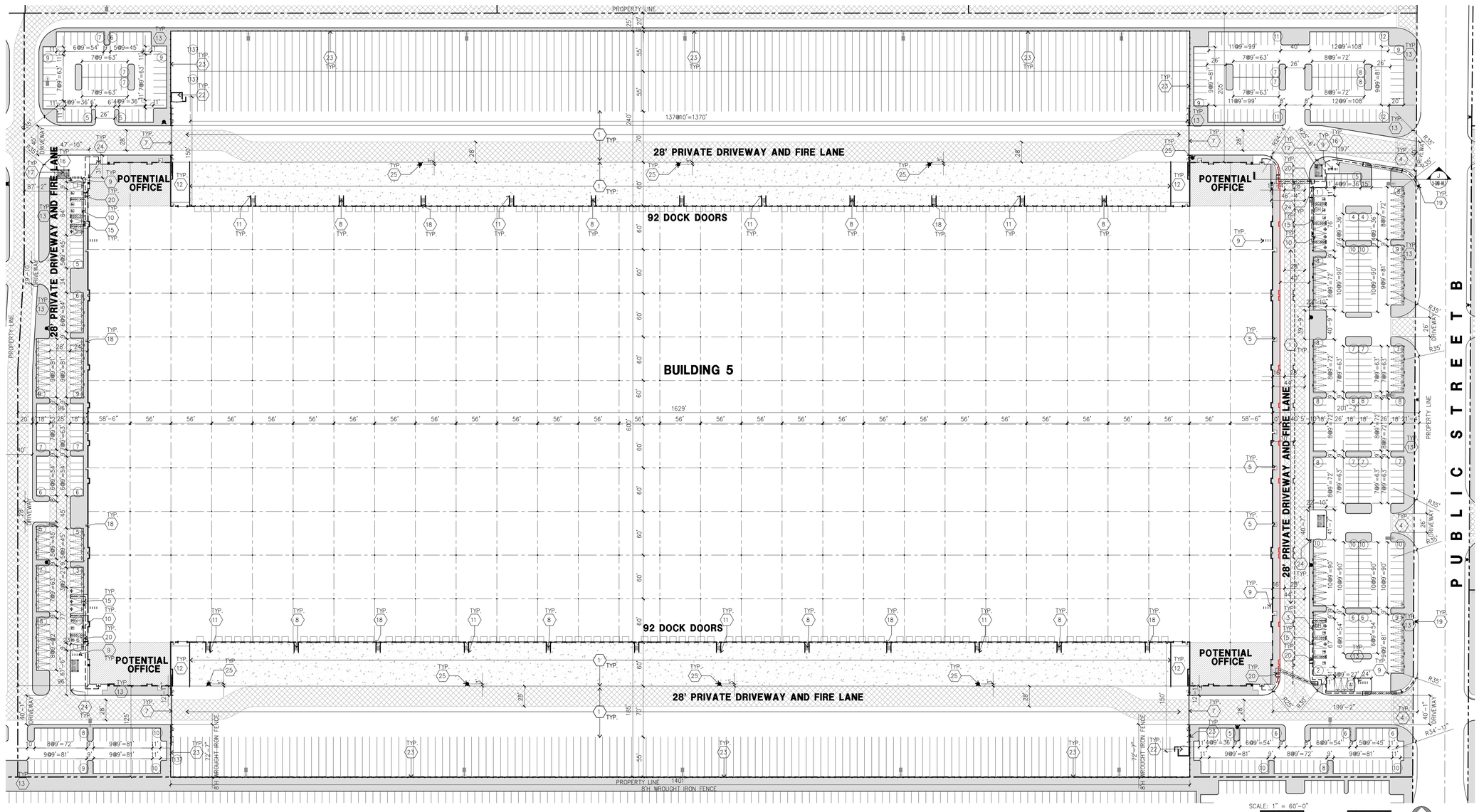
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FIRE PROTECTION
SOILS ENGINEER

Title: section

Project Number: 20475
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4-DAB-A4.1



OVERALL SITE PLAN (A)

scale: 1" = 60'-0"

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONC. PAVEMENT.
2. FUTURE MONUMENT SIGN.
3. CONCRETE WALKWAY. SEE CIVIL PLAN.
4. DRIVEWAY APRONS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. NOT USED.
7. MANUAL OPERATED GATES W/ KNOX.
8. PAD LOCK PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
9. EXTERIOR CONC. STAIR.
10. BIKE RACK. SEE DETAIL 7/DAB-A4.2
11. PRE-CAST CONC. WHEEL STOP.
12. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
13. CONCRETE RAMP.
14. LANDSCAPE. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
15. ACCESSIBLE ENTRY SIGN.
16. ACCESSIBLE PARKING STALL SIGN.
17. SMOKING AREA
18. PATIO AREA
19. HOLLOW METAL DOOR, MAN DOOR.
20. PUBLIC FIRE HYDRANT
21. TRUNCATED DOME.
22. DESIGNATED SMOKING AREA.
23. TRASH ENCLOSURE.
24. 8'H WROUGHT IRON FENCE.
25. OPEN SPACE PER PMC SECTION 17.66.010-1
26. PRIVATE FIRE HYDRANT

SITE PLAN GENERAL NOTES

1. THE SOILS REPORT PREPARED BY SOCAL GEOTECHNICAL DATED TBD PROJECT NUMBER TBD SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET A0.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM, PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. ALL PARKING AREA SHALL PROVIDE A LANDSCAPED PLANTER OF A MINIMUM WIDTH OF SEVEN FEET WIDE AT THE ENDS OF ALL PARKING AISLES. ALL PLANTING AREAS SHALL HAVE ROUND CORNERS INSTEAD OF 90 DEGREE CORNERS AND BE SHAPED TO PERMIT VEHICLE TURN MOVEMENTS. TWO FEET OF CURB IS REQUIRED. SEE DETAIL "D"
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. NOT USED
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
19. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

SITE LEGEND

- ACCESSIBLE PARKING STALL 9'X18'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X18'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X18' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X18'+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS MARKING "EV CHARGING ONLY", 10'X18'
- STANDARD EVCS SIZE, 9'X18'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X18'

NOTE:
EVCS STALLS TO BE IDENTIFIED BY SIGNAGE AND MARKING PER LOCAL REGULATIONS

- LIGHT STANDARD
- EXISTING PUBLIC FIRE HYDRANT
- PRIVATE FIRE HYDRANT- APPROXIMATE LOCATION
- CATCH BASIN APPROX. LOCATION
- 6" CURB +12" LANDING AREA ADJACENT TO PLANTER AT PARKING SPACES PER LOCAL JURISDICTION STANDARD
- EV CHARGERS INSTALLED
- EV CHARGER FOR FUTURE

----- LINES INDICATED BUILDING FOOTPRINT 10 FEET FROM FACE OF THE BUILDING TO THE FIRE LANE

----- LINES INDICATED BUILDING FOOTPRINT 30 FEET FROM FACE OF THE BUILDING TO THE FIRE LANE

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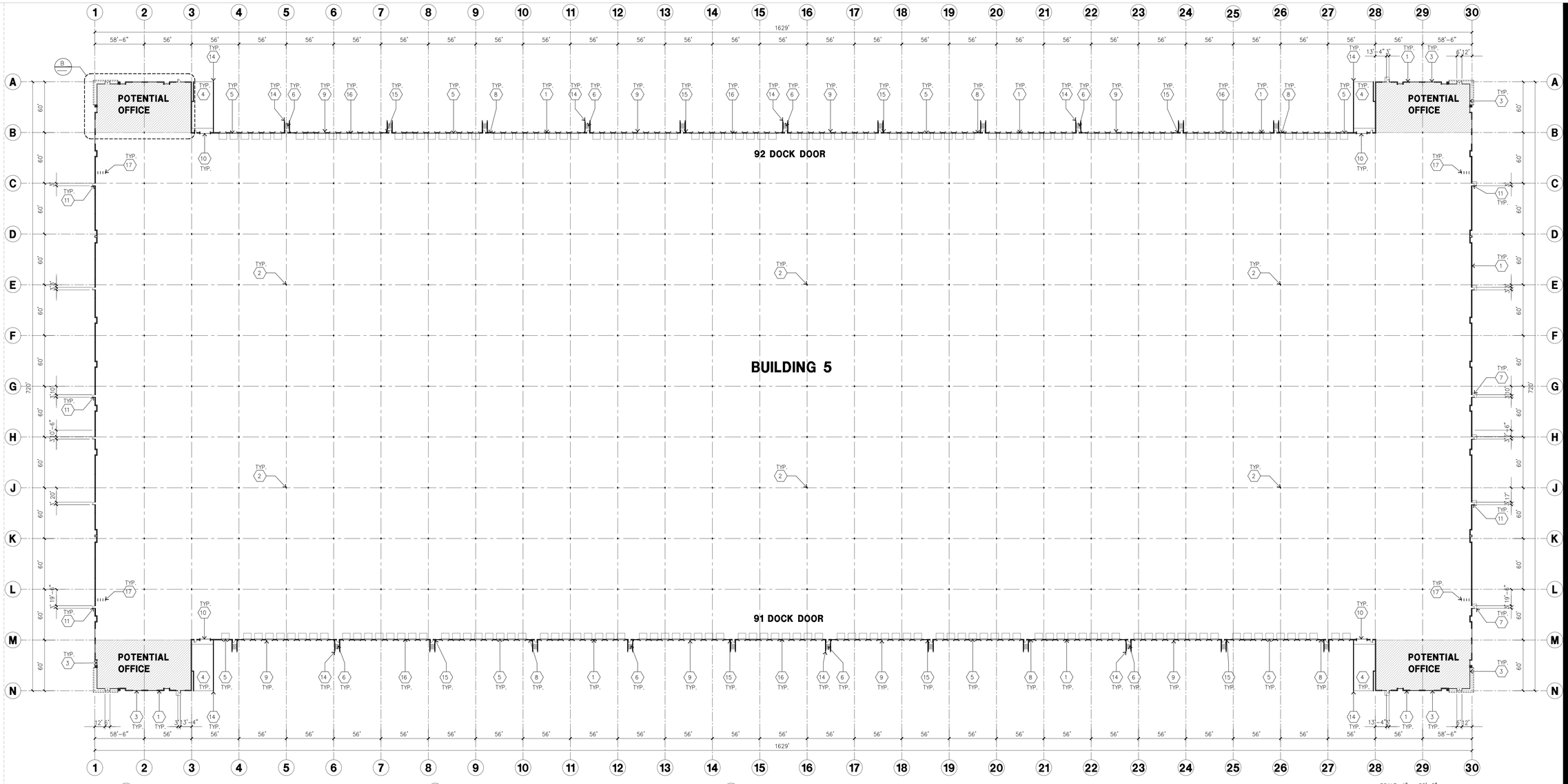
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SOILS ENGINEER

Title: OVERALL SITE PLAN

Project Number: 20475
Drawn by: Y.G.
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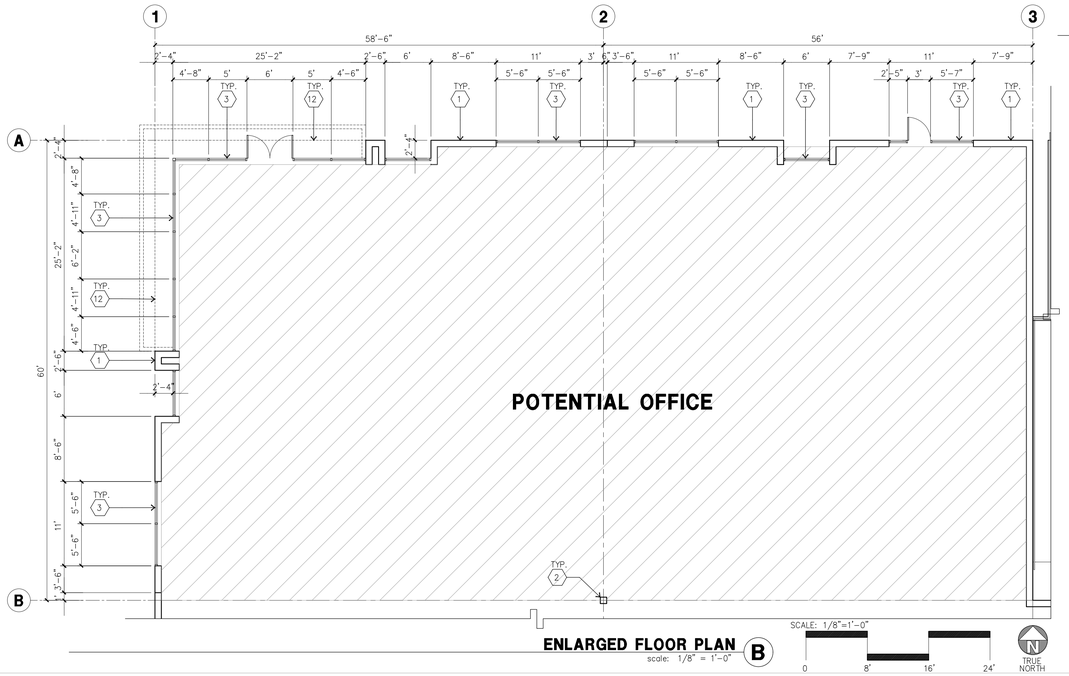
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OVERALL FLOOR PLAN A
scale: 1" = 50'-0"

SCALE: 1" = 50'-0"
0 50' 100' 150'
TRUE NORTH



ENLARGED FLOOR PLAN B
scale: 1/8" = 1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'
TRUE NORTH

KETNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL BLOW-UP AND WALL ON BOTH SIDE OF RAMP,
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O'H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE.
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. TRASH COMPACTOR.
14. CONC. FILLED GUARD POST. 6" DIA. U.N.O., 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER,
16. Z GUARD
17. LONG TERM INTERIOR BIKE RACK

GENERAL NOTES-FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.

B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.

C. THE BUILDING FLOOR SLAB IS SLOPED, SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.

D. NOT USED

E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE, COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE1 COAT OF WHITE TO COVER.

F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS.

G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.

H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.

I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET AD.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.

J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.

K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.

L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.

M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.

N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 1133B.1.1.1

O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW, SEE A/A4.1 OFFICE SECTION.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT.

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. FOR SLAB CURING, COORDINATE WITH THE OWNER.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE [hatch] INDICATED, PROVIDE VAPOR BARRIER, CONCRETE SLAB OVER 2" SAND OVER 10MIL VISQUEEN, OVER 2" SAND, OVER COMPACT SOIL. ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER

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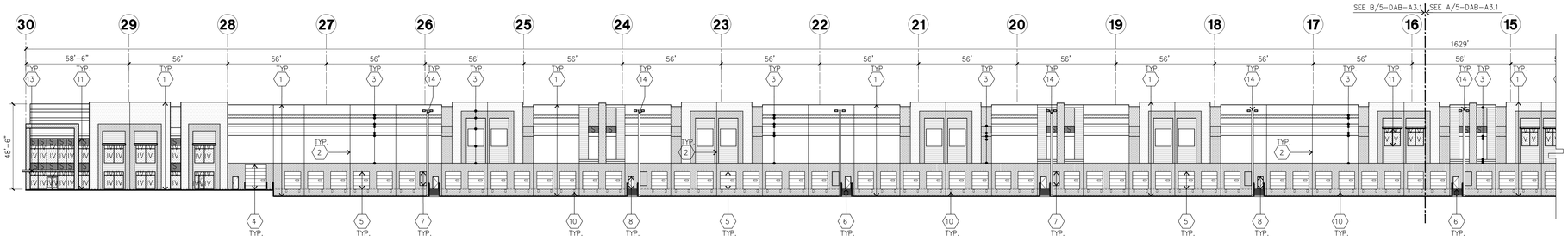
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Title: OVERALL FLOOR PLAN

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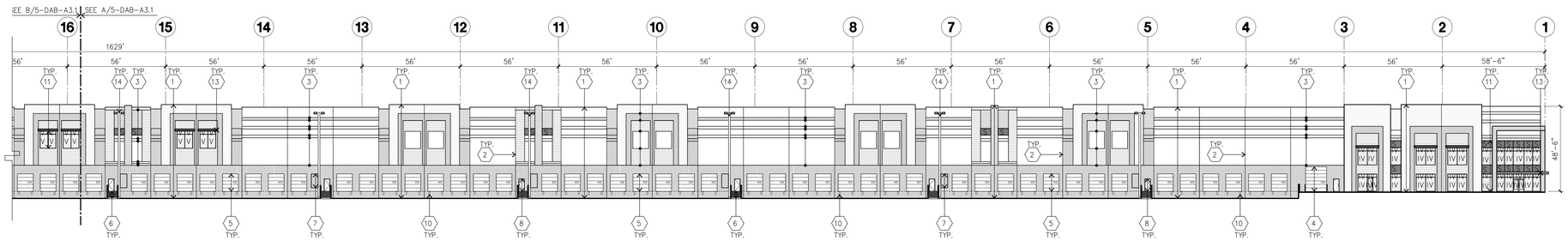
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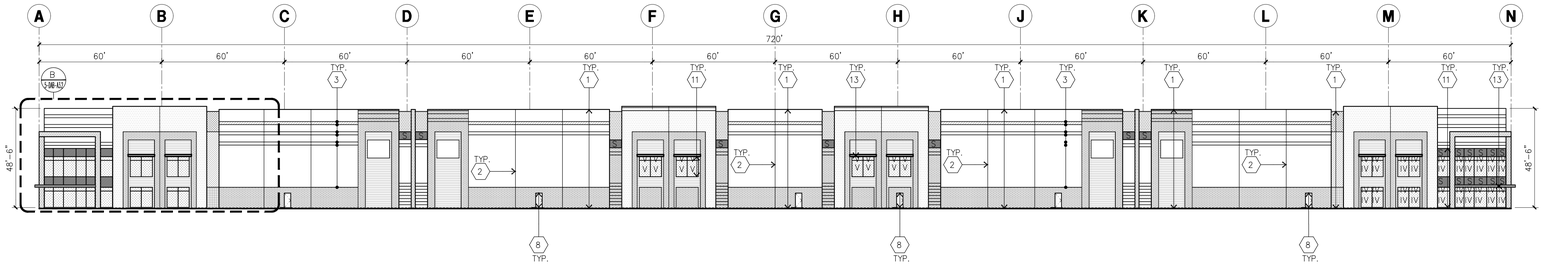
NORTH ELEVATION A

scale: 1" = 30'-0"



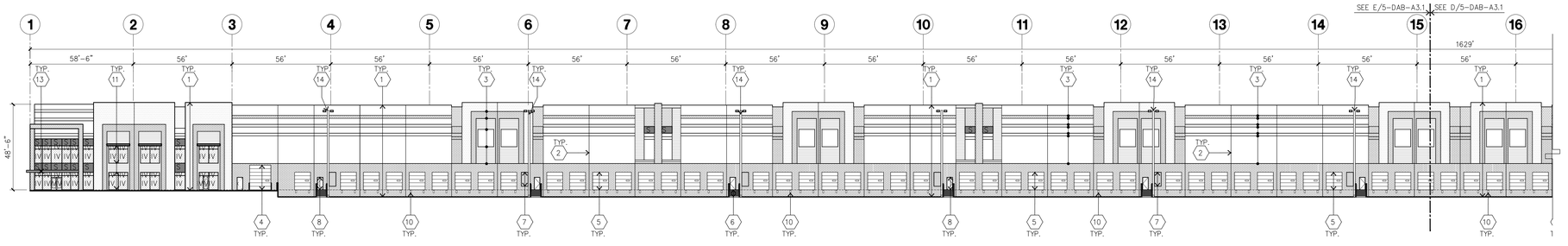
NORTH ELEVATION (CONT.) B

scale: 1" = 30'-0"



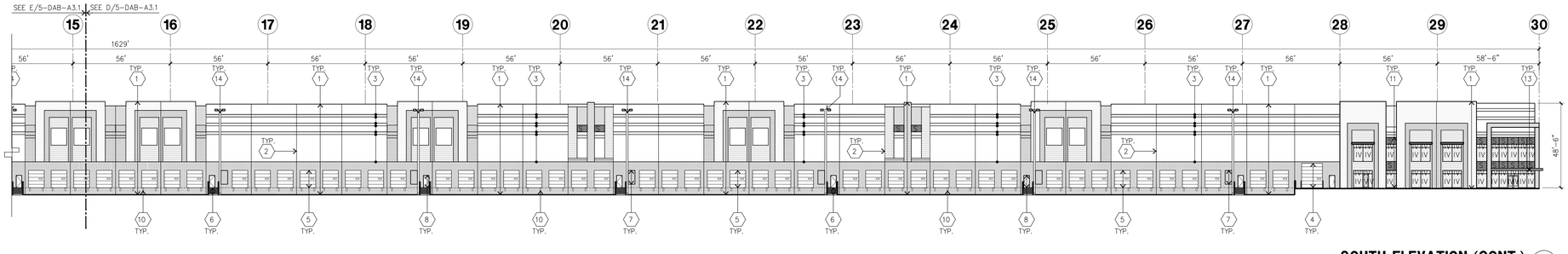
WEST ELEVATION C

scale: 1" = 30'-0"



SOUTH ELEVATION D

scale: 1" = 30'-0"



SOUTH ELEVATION (CONT.) E

scale: 1" = 30'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER. PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
12. BUILDING ADDRESS
13. EXTERIOR CANOPY
14. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
15. INTERIOR DRAIN WITH OVERFLOW SCUPPER.
16. WALL MOUNT LIGHTING FIXTURE, SEE G/DAB-4.1
17. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD. TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" - 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7005 PURE WHITE
2	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7071 GRAY SCREEN
3	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7073 NETWORK GRAY
4	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7074 SOFTWARE
5	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7075 WEB GRAY
6	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 6523 DENIM
7	CONCRETE TILT-UP PANEL PAINT BRAND	SW6803 DANUBE
8	CONCRETE TILT-UP PANEL PAINT BRAND	SW6797 JAY BLUE
9	CONCRETE TILT-UP PANEL PAINT BRAND	SW6967 FRANK BLUE
10	MULLIONS	PAINT BRAND__CLEAR ANODIZED MULLIONS
11	GLAZING	PAINT BRAND__BLUE REFLECTIVE GLAZING
12	METAL CANOPY	SHERWIN WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS/ HIGH PERFORMANCE IN COLOR: SW 7005 EXTRA WHITE

GLAZING LEGEND

- TEMPERED SPANDREL GLASS
- TEMPERED VISION GLASS
- TEMPERED VISION INSULATED GLASS PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR U VALUE: 0.27, SHGC: 0.21 AND VLT: 26% 1" INSULATED GLASS WITH 1/2" AIRSPACE AND (2) 1/4" LITES.

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Project:

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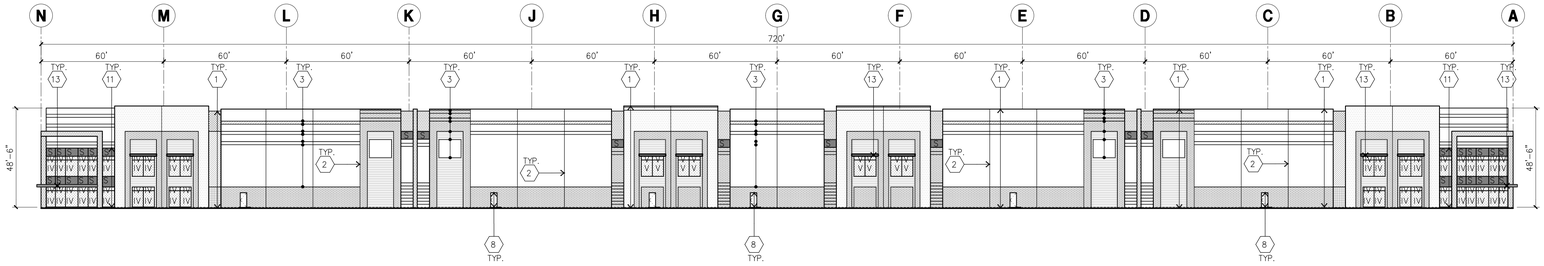
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SOILS ENGINEER	

Title: ELEVATIONS

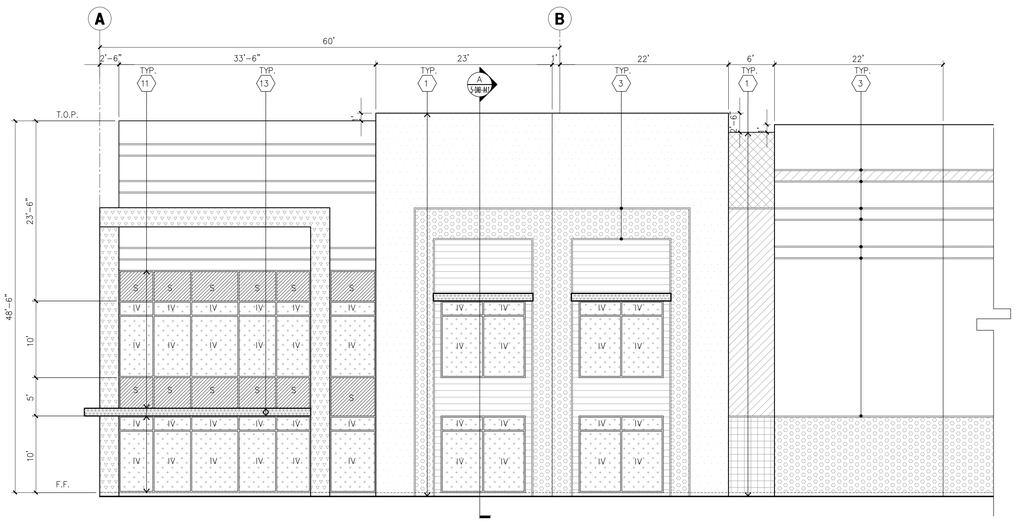
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EAST ELEVATION (A)
scale: 1" = 30'-0"



ENLARGED WEST ELEVATION (B)
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER. PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
12. BUILDING ADDRESS
13. EXTERIOR CANOPY
14. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
15. INTERIOR DRAIN WITH OVERFLOW SCUPPER.
16. WALL MOUNT LIGHTING FIXTURE, SEE G/DAB-4.1
17. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD. TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

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(9)	CONCRETE TILT-UP PANEL PAINT BRAND	SW6967 FRANK BLUE
(10)	MULLIONS	PAINT BRAND CLEAR ANODIZED MULLIONS
(11)	GLAZING	PAINT BRAND BLUE REFLECTIVE GLAZING
(12)	METAL CANOPY	SHERWIN WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS/ HIGH PERFORMANCE IN COLOR: SW 7005 EXTRA WHITE

GLAZING LEGEND

- S — TEMPERED SPANDREL GLASS
- V — TEMPERED VISION GLASS
- IV — TEMPERED VISION INSULATED GLASS PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR U VALUE: 0.27, SHGC: 0.21 AND VLT: 26% 1" INSULATED GLASS WITH 1/2" AIRSPACE AND (2) 1/4" LITES.

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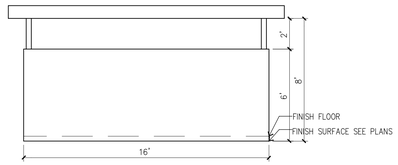
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Title: ELEVATIONS

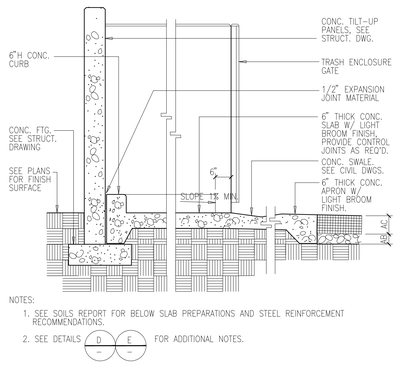
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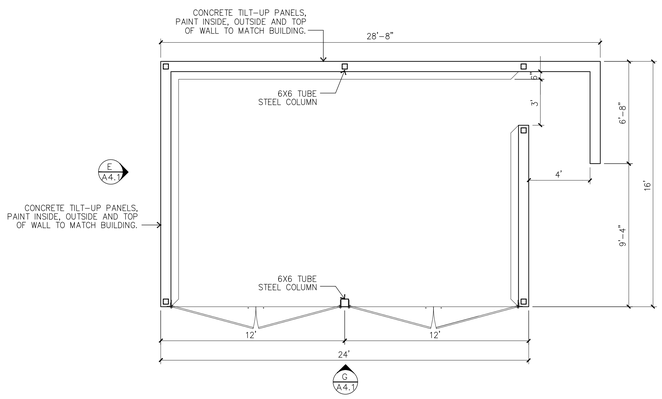


TRASH ENCLOSURE GATE ELEVATION D
scale: 1/4" = 1'-0"

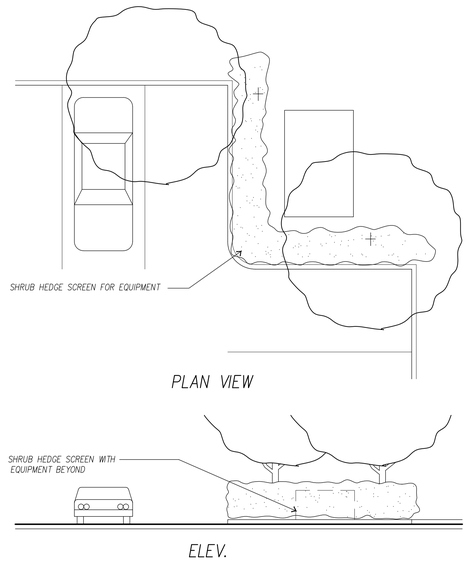


NOTES:
1. SEE SOILS REPORT FOR BELOW SLAB PREPARATIONS AND STEEL REINFORCEMENT RECOMMENDATIONS.
2. SEE DETAILS D E FOR ADDITIONAL NOTES.

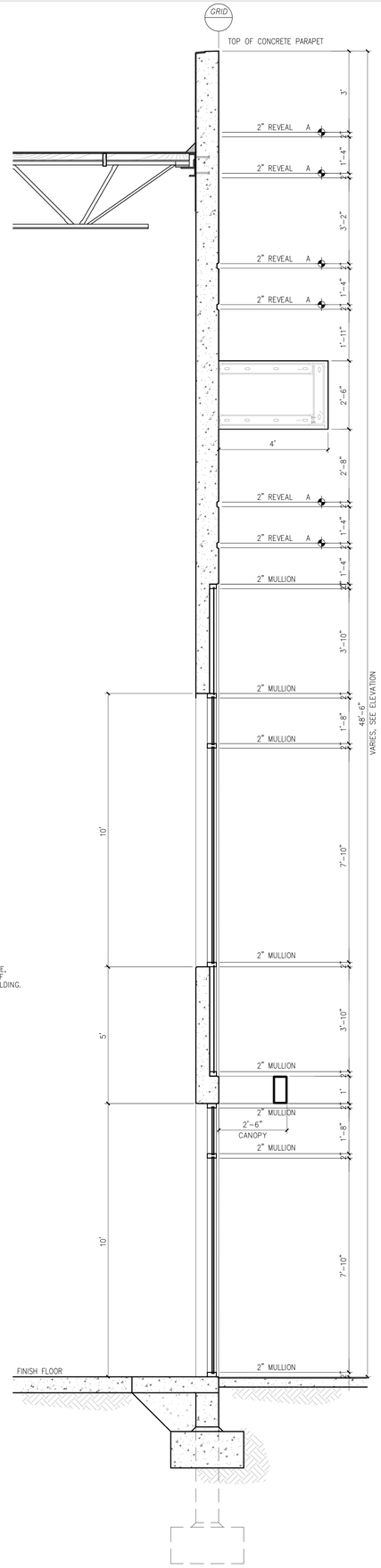
TRASH ENCLOSURE SECTION E
scale: 1/2" = 1'-0"



TRASH ENCLOSURE PLAN C
scale: 1/4" = 1'-0"



GROUND MOUNTED EQUIPMENT SCREENING, TYP. B
scale: N.T.S.

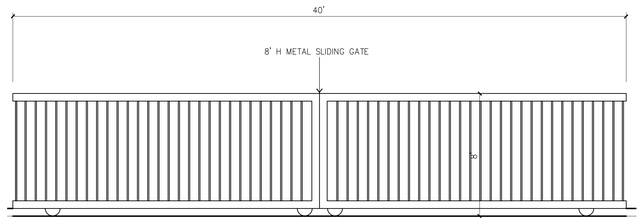


TYP. STOREFRONT ELEVATION A
scale: 1/2" = 1'-0"

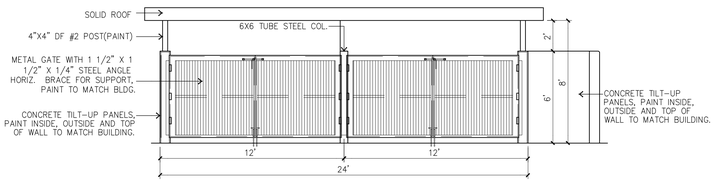
1 1/2" STEEL PIPE RAILING
CONC. WALK W/
A-36 GALVANIZED STEEL POST 4" X 4" SQ. X 11 GA TUBULAR STEEL POSTS AT 8'-0" O.C. W/ CAP WELDED ALL AROUND.
A-36 GALVANIZED STEEL RAIL 2" W X 2" H X 14 GA TUBULAR STEEL CHANNELS.
CONCRETE FOOTING, SIZE AS REQUIRED.
A-36 GALVANIZED STEEL PICKETS 1- SQ. 16 GA TUBULAR STEEL AT 6" O.C. WELDED TO OUTSIDE OF FENCE.
6" X 6" CAST-IN-PLACE CONCRETE MOW CURB.
A-36 GALVANIZED STEEL RAIL 2" W X 2" H X 14 GA TUBULAR STEEL CHANNELS.
6" X 6" CAST-IN-PLACE CONCRETE MOW CURB.
CONCRETE FOOTING SIZE AS REQUIRED.
COMPACTED SUBGRADE.
6'-0"
36" OR AS REQ'D
18" OR AS REQUIRED
ELEVATION
PLAN VIEW

NOTES:
1. ALL TERMINAL POSTS TO BE 4" W X 4" D X 11 GA STEEL TUBES W/ CAP WELDED ALL AROUND.
2. ALL FENCE COMPONENTS TO BE PRIMED AND PAINTED TO MATCH BLD'G.
3. CONCRETE MOW CURB IS REQUIRED WHEN FENCE IS ADJACENT TO TURF AREAS ONLY. ALL OTHER PLANTER AREAS ADJACENT TO FENCE WILL NOT HAVE MOW CURB.
4. SAND AND GRIND ALL WELDS SMOOTH.
5. PAINT BLACK PER THE SPEC.

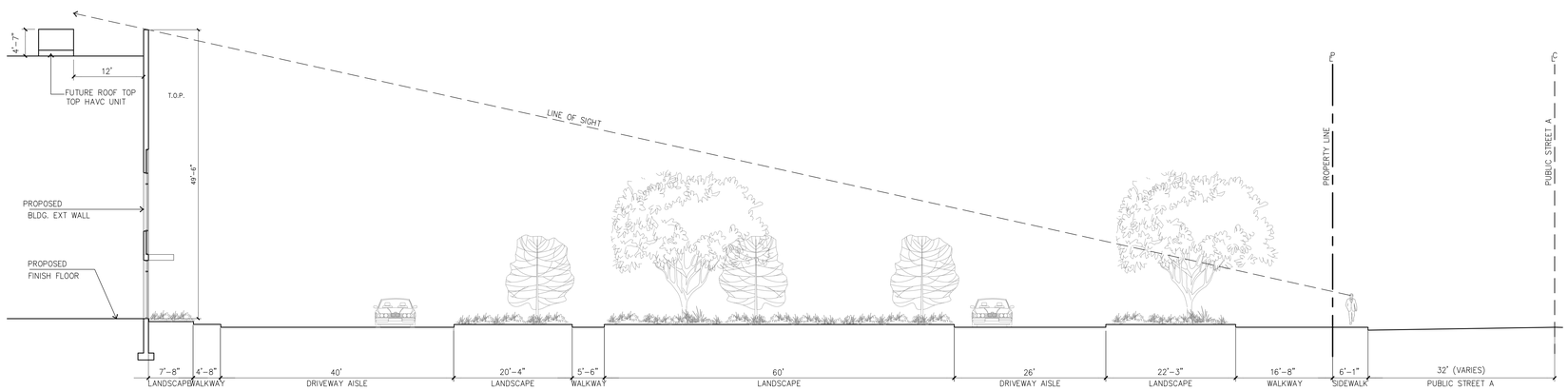
METAL FENCE DETAIL H
scale: N.T.S.



GATE ELEVATION G
scale: 1/4" = 1'-0"



TRASH ENCLOSURE GATE ELEVATION F
scale: 1/4" = 1'-0"



SITE SECTION J
scale: 1/10" = 1'-0"

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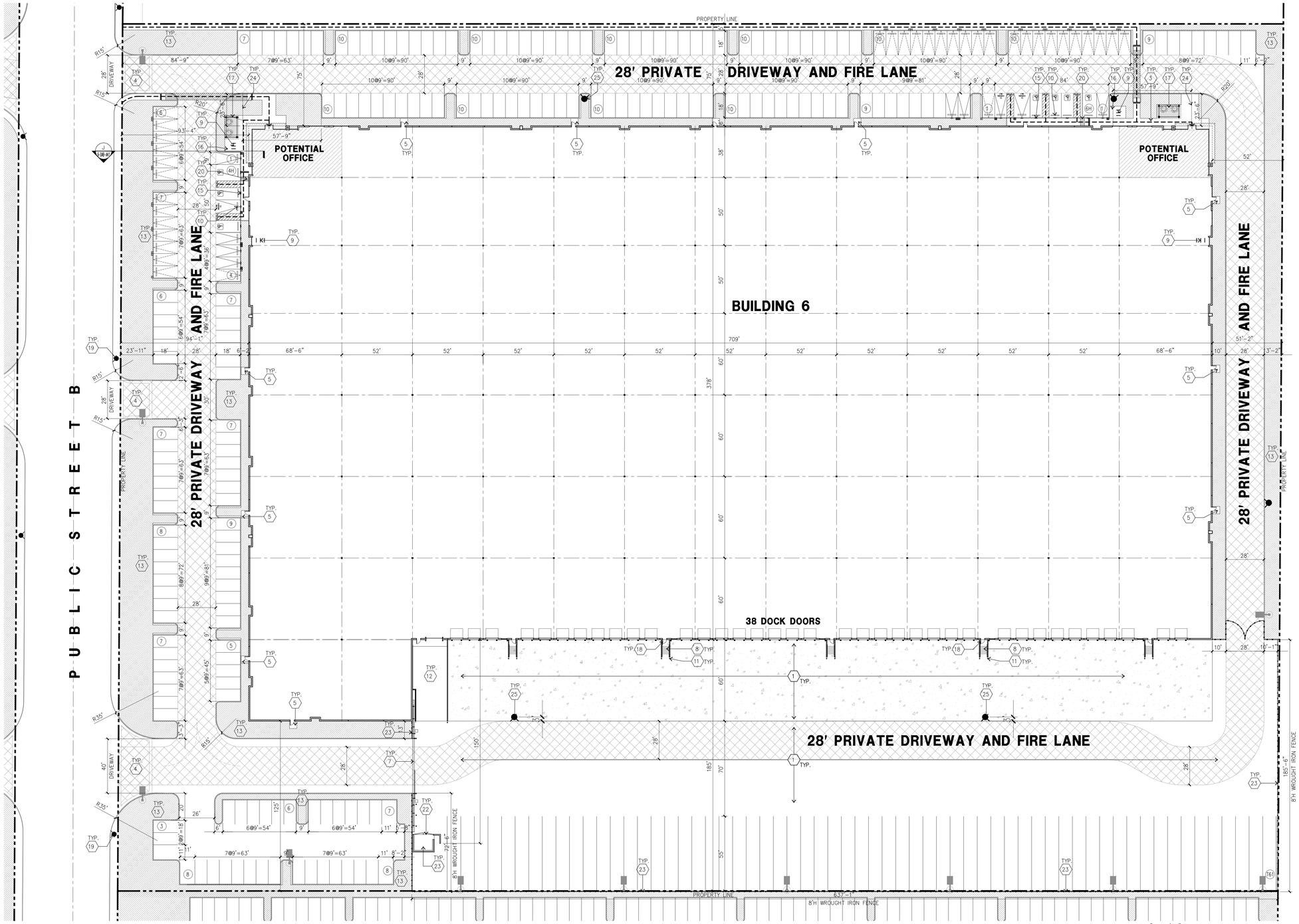
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ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: section

Project Number:	20475
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Revision:	

Sheet:

5-DAB-A4.1



OVERALL SITE PLAN

scale: 1" = 30'-0" (A)

SCALE: 1" = 30'-0"

0 30' 60' 90'

N TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONC. PAVEMENT.
2. FUTURE MONUMENT SIGN.
3. CONCRETE WALKWAY. SEE CIVIL PLAN.
4. DRIVEWAY APRONS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. NOT USED.
7. MANUAL OPERATED GATES W/ KNOX. PAD LOCK PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
8. EXTERIOR CONC. STAIR.
9. BIKE RACK. SEE DETAIL 7/DAB-A4.2
10. PRE-CAST CONC. WHEEL STOP.
11. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
12. CONCRETE RAMP.
13. LANDSCAPE. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
14. ACCESSIBLE ENTRY SIGN.
15. ACCESSIBLE PARKING STALL SIGN.
16. SMOKING AREA
17. PATIO AREA
18. HOLLOW METAL DOOR, MAN DOOR.
19. PUBLIC FIRE HYDRANT
20. TRUNCATED DOME.
21. DESIGNATED SMOKING AREA.
22. TRASH ENCLOSURE.
23. 8'H WROUGHT IRON FENCE.
24. OPEN SPACE PER PMC SECTION 17.66.010-1
25. PRIVATE FIRE HYDRANT

SITE PLAN GENERAL NOTES

1. THE SOILS REPORT PREPARED BY SOCAL GEOTECHNICAL DATED TBD PROJECT NUMBER TBD SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET A0.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM, PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. ALL PARKING AREA SHALL PROVIDE A LANDSCAPED PLANTER OF A MINIMUM WIDTH OF SEVEN FEET WIDE AT THE ENDS OF ALL PARKING AISLES. ALL PLANTING AREAS SHALL HAVE ROUND CORNERS INSTEAD OF 90 DEGREE CORNERS AND BE SHAPED TO PERMIT VEHICLE TURN MOVEMENTS. TWO FEET OF CURB IS REQUIRED. SEE DETAIL "D"
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. NOT USED
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
19. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

SITE LEGEND

- ACCESSIBLE PARKING STALL 9'X18'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X18'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X18' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X18'+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS MARKING "EV CHARGING ONLY", 10'X18'
- STANDARD EVCS SIZE, 9'X18'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X18'

NOTE:
EVCS STALLS TO BE IDENTIFIED BY SIGNAGE AND MARKING PER LOCAL REGULATIONS

- LIGHT STANDARD
- EXISTING PUBLIC FIRE HYDRANT
- PRIVATE FIRE HYDRANT– APPROXIMATE LOCATION
- CATCH BASIN APPROX. LOCATION
- 6" CURB +12" LANDING AREA ADJACENT TO PLANTER AT PARKING SPACES PER LOCAL JURISDICTION STANDARD
- EV CHARGERS INSTALLED
- EV CHARGER FOR FUTURE

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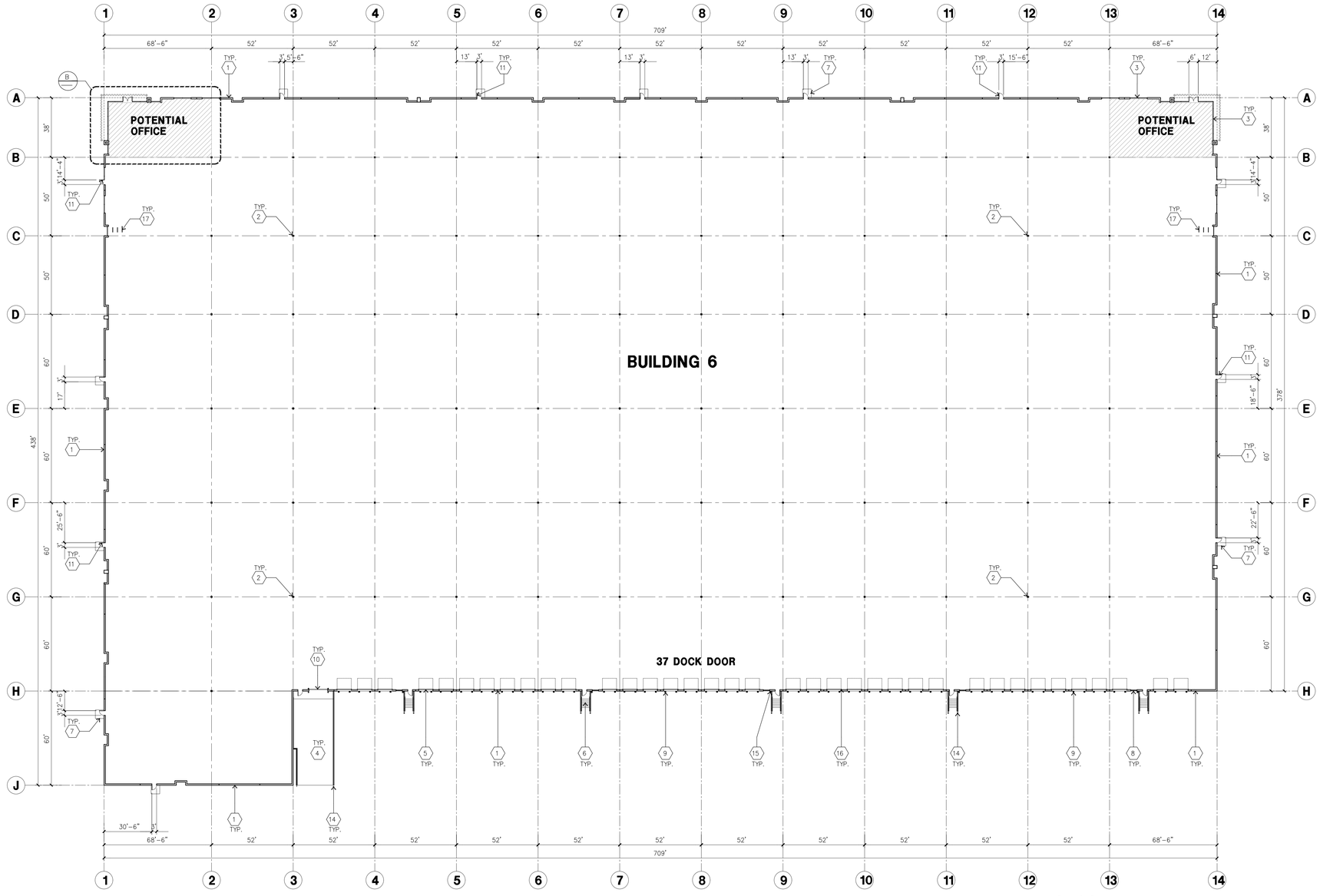
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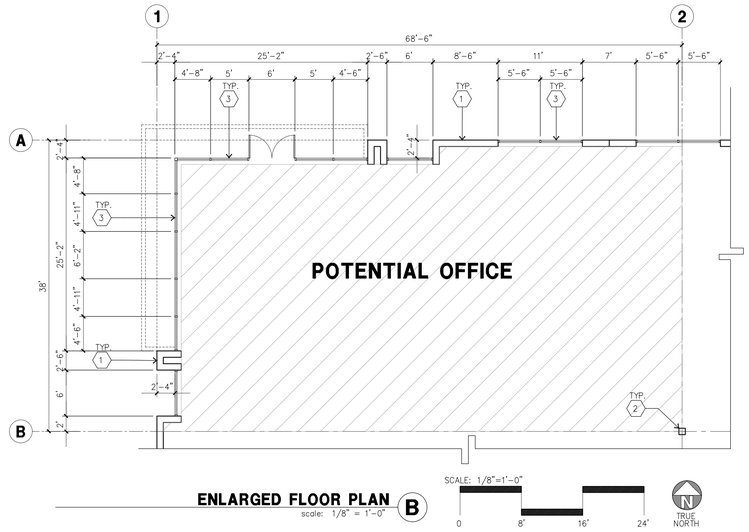
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KETNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL BLOW-UP AND WALL ON BOTH SIDE OF RAMP.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O'H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE.
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. TRASH COMPACTOR.
14. CONC. FILLED GUARD POST. 6" DIA. U.N.O., 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER,
16. Z GUARD
17. LONG TERM INTERIOR BIKE RACK

GENERAL NOTES-FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.

B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.

C. THE BUILDING FLOOR SLAB IS SLOPED, SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.

D. NOT USED

E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE1 COAT OF WHITE TO COVER.

F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS.

G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.

H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.

I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A0.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.

J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.

K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.

L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.

M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.

N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 1133B.1.1.1

O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW, SEE A/A4.1 OFFICE SECTION.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT.

1. FLOOR COMPACTION – 95%
2. TRENCH COMPACTION – 90%
3. BUILDING FLOOR SLAB:
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. FOR SLAB CURING, COORDINATE WITH THE OWNER.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE INDICATED, PROVIDE VAPOR BARRIER, CONCRETE SLAB OVER 2" SAND OVER 10MIL VISQUEEN, OVER 2" SAND, OVER COMPACT SOIL. ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER

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Owner:

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Project:

ANTELOPE VALLEY COMMERCE CENTER

PALMDALE, CA

Consultants:

CIVIL	WESTLAND
STRUCTURAL	
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PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: OVERALL FLOOR PLAN

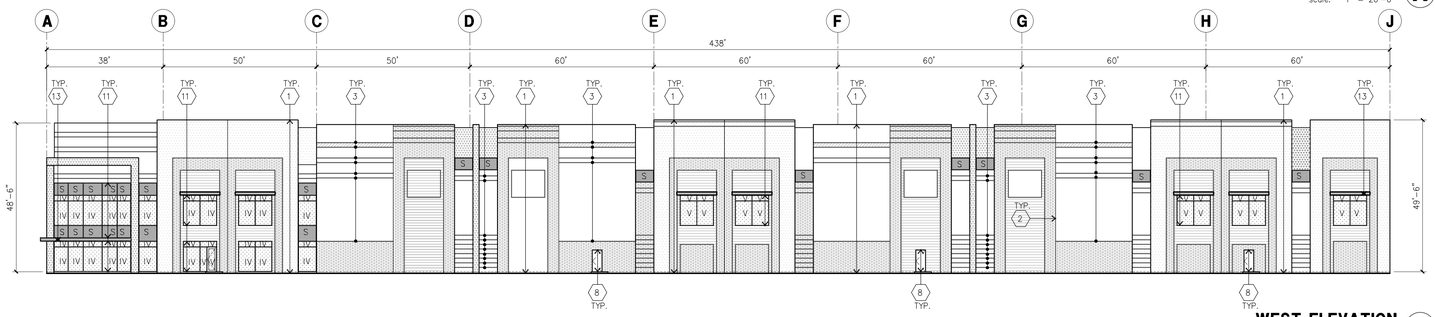
Project Number: 20475
Drawn by: Y.G.
Date: 5/12/23
Revision:

Sheet:

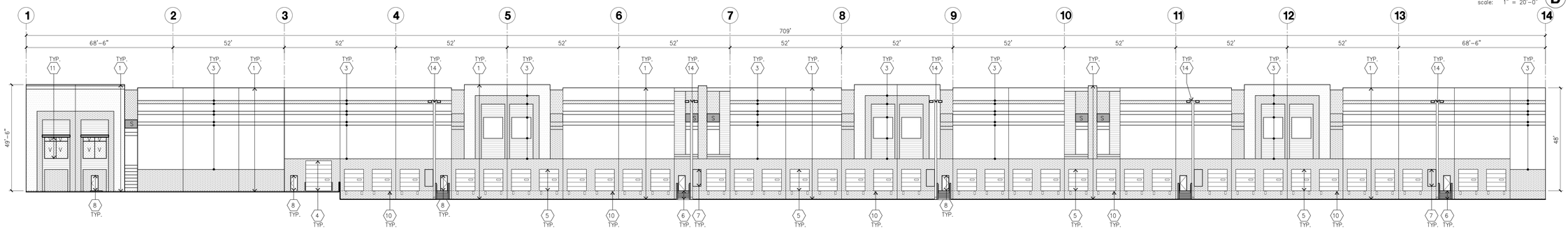
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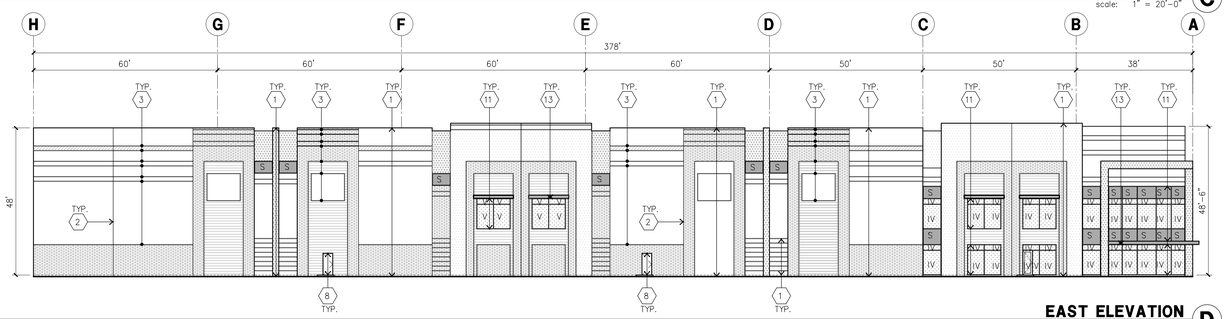
NORTH ELEVATION (A)
scale: 1" = 20'-0"



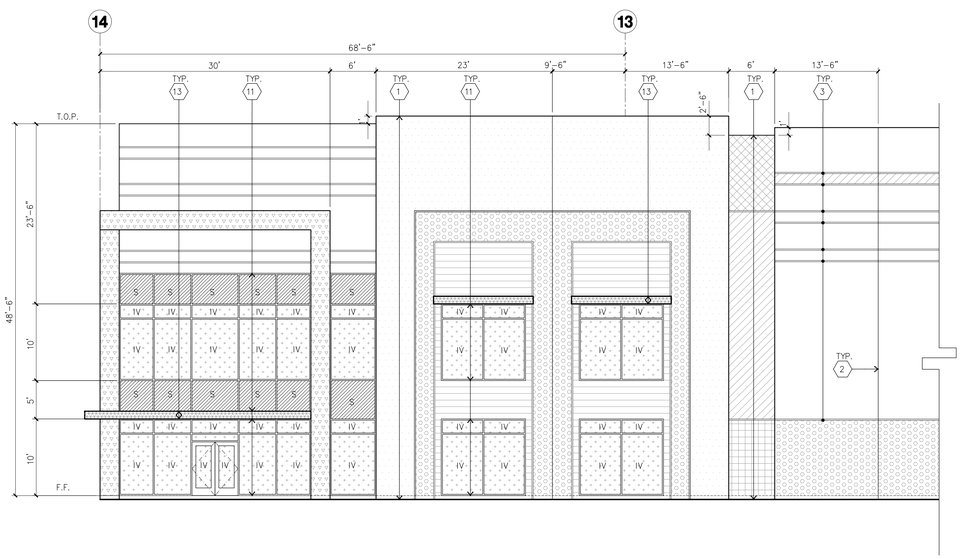
WEST ELEVATION (B)
scale: 1" = 20'-0"



SOUTH ELEVATION (C)
scale: 1" = 20'-0"



EAST ELEVATION (D)
scale: 1" = 20'-0"



ENLARGED NORTH ELEVATION (E)
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER. PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
12. BUILDING ADDRESS
13. EXTERIOR CANOPY
14. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
15. INTERIOR DRAIN WITH OVERFLOW SCUPPER.
16. WALL MOUNT LIGHTING FIXTURE, SEE G/DAB-4.1
17. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" - 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7005 PURE WHITE
2	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7071 GRAY SCREEN
3	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7073 NETWORK GRAY
4	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7074 SOFTWARE
5	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7075 WEB GRAY
6	CONCRETE TILT-UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 6523 DENIM
7	CONCRETE TILT-UP PANEL PAINT BRAND	SW6803 DANUBE
8	CONCRETE TILT-UP PANEL PAINT BRAND	SW6797 JAY BLUE
9	CONCRETE TILT-UP PANEL PAINT BRAND	SW6967 FRANK BLUE
10	MULLIONS	PAINT BRAND CLEAR ANODIZED MULLIONS
11	GLAZING	PAINT BRAND BLUE REFLECTIVE GLAZING
12	METAL CANOPY	SHERWIN WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS / HIGH PERFORMANCE IN COLOR: SW 7005 EXTRA WHITE

GLAZING LEGEND

- S — TEMPERED SPANDREL GLASS
- V — TEMPERED VISION GLASS
- IV — TEMPERED VISION INSULATED GLASS PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR U VALUE: 0.27, SHGC: 0.21 AND VLT: 26% 1" INSULATED GLASS WITH 1/2" AIRSPACE AND (2) 1/4" LITES.

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COVINGTON DEVELOPMENT PARTNERS

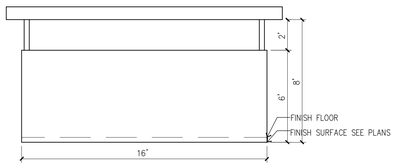
Project:
ANTELOPE VALLEY COMMERCE CENTER
PALMDALE, CA

Consultants:
CIVIL — WESTLAND
STRUCTURAL
MECHANICAL
PLUMBING
ELECTRICAL
LANDSCAPE — HUNTER
FIRE PROTECTION
SOILS ENGINEER

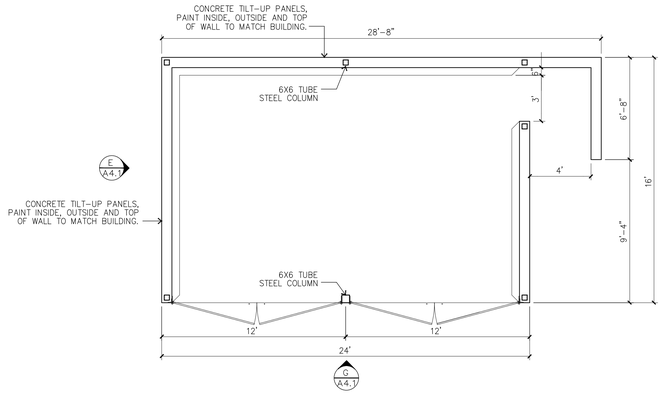
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Project Number: 20475
Drawn by: Y.G.
Date: 5/12/23
Revision:

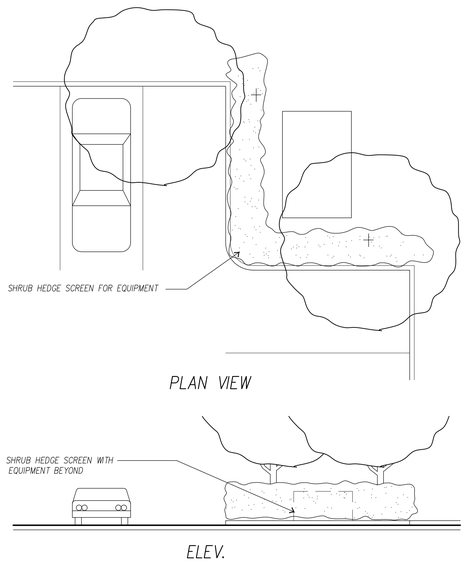
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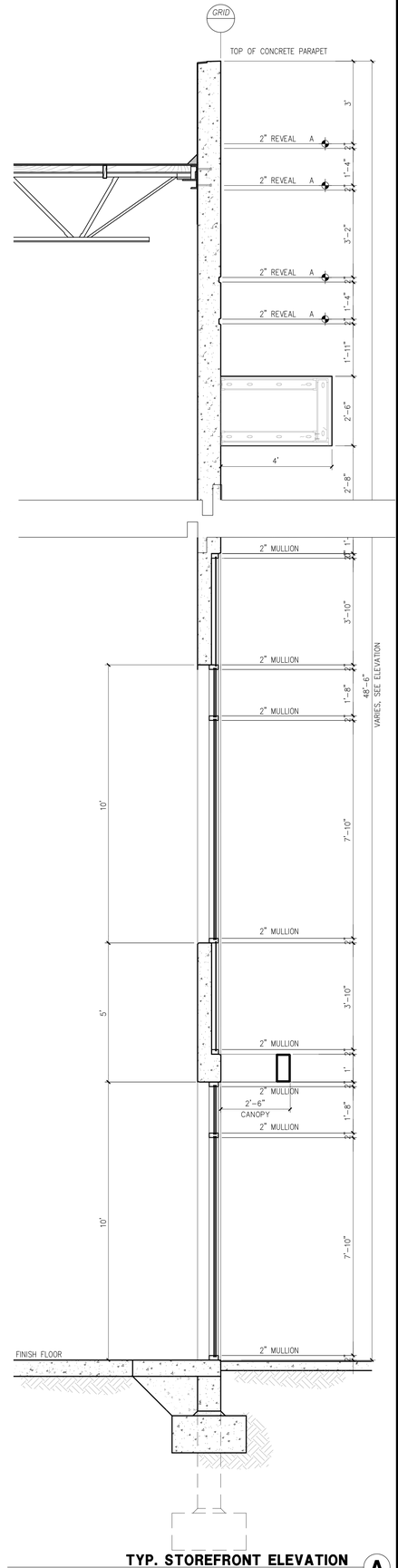
TRASH ENCLOSURE GATE ELEVATION D
scale: 1/4" = 1'-0"



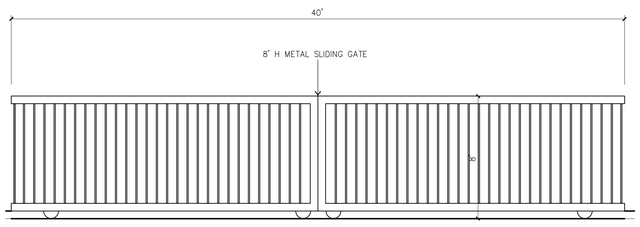
TRASH ENCLOSURE PLAN C
scale: 1/4" = 1'-0"



GROUND MOUNTED EQUIPMENT SCREENING, TYP. B
scale: N.T.S.

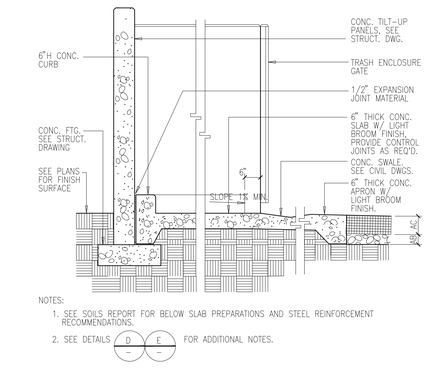


TYP. STOREFRONT ELEVATION A
scale: 1/2" = 1'-0"

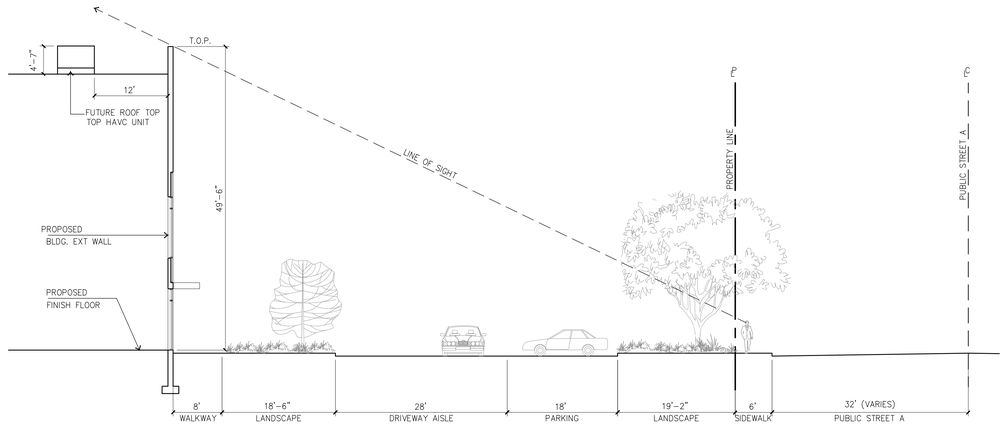


GATE ELEVATION G
scale: 1/4" = 1'-0"

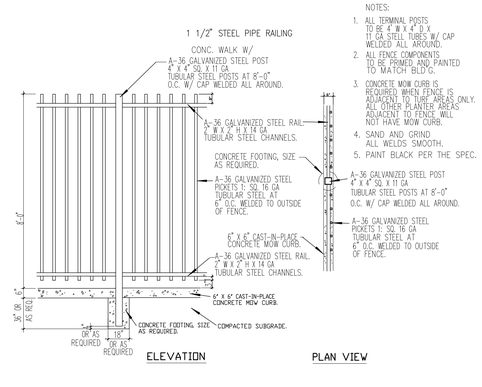
TRASH ENCLOSURE GATE ELEVATION F
scale: 1/4" = 1'-0"



TRASH ENCLOSURE SECTION E
scale: 1/2" = 1'-0"



SITE SECTION J
scale: 1/10" = 1'-0"



METAL FENCE DETAIL H
scale: N.T.S.

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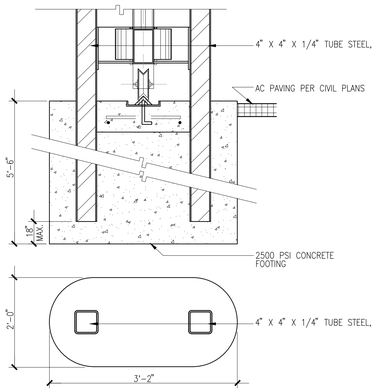
CIVIL	WESTLAND
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: section

Project Number: 20475
Drawn by: Y.G.
Date: 5/12/23
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Sheet:

6-DAB-A4.1



GATE FOOTING @ FENCE CONDITION 5

SCALE: 1 1/2" = 1'-0" 02820-SGATE-2B

NOTE: CONTRACTOR SHALL CONTACT GOVERNING AGENCY TO OBTAIN REQUIRED INFORMATION AND SHALL COMPLETE SIGN TEXT.

CAUTION

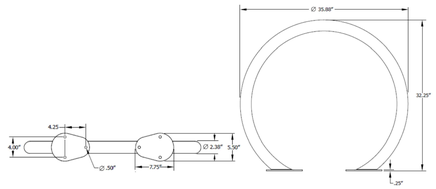
USE OF GATE UNDER WINDY CONDITIONS IS PROHIBITED
LEAVE GATE LOCKED OPEN OR LOCKED CLOSED

NOTES:

1. SIGNS SHALL BE PERMANENTLY AFFIXED REFLECTORIZED SIGN OF PORCELAIN ON STEEL WITH BEADED TEXT OR EAQUAL MOUNTED AT A HEIGHT OF 60" ABOVE FINISHED GRADE, TO TOP OF SIGN.
2. SINAGE SHALL CONFORM TO SEC. 4.30 OF THE AMERICANS WITH DISABILITIES ACT.
3. THIS SIGN IS TO BE POSTED ON THE EXTERIOR SIDE OF EACH GATE OR PAIR OF GATES.

W.I. GATE SAFETY SIGN 6

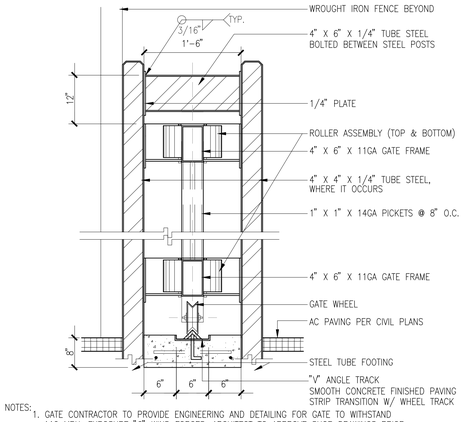
SCALE: N.T.S. 02890-SGATE-SIGN2



NOTE:
1. MOUNTING AND INSTALLATION PER MANUFACTURER'S SPECS.
2. CIRCLE STAINLESS STEEL BIKE RACK, SURFACE MOUNT, MANUFACTURED BY ANOVA, ST. LOUIS, MO 63141 TEL 800-231-1327, FAX 314-754-0835, MODEL NUMBER: CIRCLEBRS2

BIKE RACK DETAIL 7

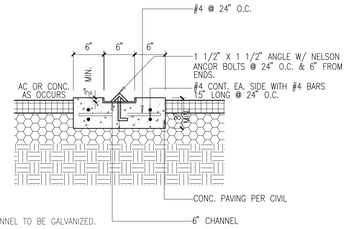
SCALE: N.T.S.



NOTES:
1. GATE CONTRACTOR TO PROVIDE ENGINEERING AND DETAILING FOR GATE TO WITHSTAND 110 MPH. EXPOSURE "C" WIND FORCES. ARCHITECT TO APPROVE SHOP DRAWINGS PRIOR TO INSTALATION.

ROLLING GATE W/ FENCE 1

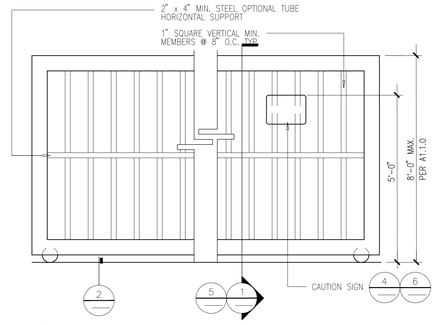
SCALE: 1 1/2" = 1'-0" 02820-SGATE-3A



NOTES:
1. TRACK AND CHANNEL TO BE GALVANIZED.

GATE TRACK @ DRIVE SINGLE SLIDING

SCALE: 1" = 1'-0" 2TRACK 2



NOTES:
1. SAND AND GRIND ALL WELDS SMOOTH. PRIME AND PAINT TO BLACK
2. SEE SCREEN WALL ELEVATION FOR HEIGHT.
3. EXTERIOR GATES SHALL BE ABLE TO HAVE BUS PAD LOCK FIRE DEPARTMENT PAD LOCK.

METAL GATE 3

SCALE: 1/2" = 1'-0"

SAFETY NOTES
FOR THE PROPER OPERATION AND MAINTENANCE OF THE WROUGHT IRON GATES

1. THIS GATE IS UNSAFE FOR OPERATIONS IN HEAVY WIND LOADS 15 MPH OR GREATER.
2. GATE CAN NOT BE OPERATED IN IN WINDS IN EXCESS OF 15 MPH.
3. GATE NEEDS TO BE LOCKED IN EITHER THE OPEN OR CLOSED POSITION AT ALL TIMES.
4. NO SCREENING OF ANY KIND IS ALLOWED ON THE GATE.
5. ALL GATES TO BE MECHANICALLY OPERATED .
6. GATE OPERATOR IS RESPONSIBLE FOR THE SAFETY OF PEOPLE AND PROPERTY.

NOTES:
1. MIN. 1" HIGH TEXT. SIGNS SHALL BE PERMANENTLY AFFIXED REFLECTORIZED SIGN OF PORCELAIN ON STEEL WITH BEADED TEXT OR EQUAL MOUNTED AT A HEIGHT OF 60" ABOVE FINISHED GRADE, TO TOP OF SIGN.
2. SIGNAGE SHALL CONFORM TO SEC. 4.30 OF THE AMERICANS WITH DISABILITIES ACT.
3. THIS SIGN IS TO BE POSTED ON THE EXTERIOR SIDE OF EACH GATE OR PAIR OF GATES.

W.I. GATE SAFETY SIGN 4

SCALE: N.T.S. 02890-SGATE-SIGN1

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LANDSCAPE	HUNTER
FIRE PROTECTION	
SOILS ENGINEER	

Title: GATE DETAILS

Project Number:	20475
Drawn by:	Y.G.
Date:	5/12/23
Revision:	

Sheet:

DAB-A4.2

FINAL ENVIRONMENTAL IMPACT REPORT 22-001
SCH NO. 2022090009
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)



ANTELOPE VALLEY COMMERCE CENTER SPECIFIC PLAN PROJECT
GENERAL PLAN AMENDMENT 22-001; ZONE CHANGE 22-001; SPECIFIC PLAN 22-001; SITE PLAN REVIEW 22-008; TENTATIVE PARCEL MAP 83738

City of Palmdale, California

Lead Agency
City of Palmdale
Department of Economic and Community Development
Attn: Megan Taggart, Deputy Director of Economic and Community Development
38250 Sierra Highway
Palmdale, CA 93550
(661) 267-5200

November 2024

Table S-1 Summary of Impacts, Mitigation Measures and Conclusions

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
4.1 Aesthetics					
Summary of Impacts					
Threshold a: The Project site does not comprise a scenic vista and no unique views to scenic vistas are visible from the property that are not also visible from other areas surrounding the site. The Project would not substantially change a scenic vista or substantially block or obscure a scenic vista; therefore, because the Project would not have a substantial adverse effect on a scenic vista, no impact would occur.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold b: Because the Project site is not located within a State scenic highway, the Project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway; therefore, no impact would occur.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold c: The Project site is located within an urbanized area. Because the Project would not conflict with applicable zoning and other regulations governing scenic quality either during short-term construction or long-term operation of the Project, impacts would be less than significant, and no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold d: Project-related development would not create substantial light or glare. Compliance with the design standards and guidelines proposed by SP 22-001 and the PMC where applicable when SP 22-001 is silent would ensure that implementation of the Project would not create a new source of substantial light or glare which would	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
adversely affect day or nighttime views in the area. Impacts would be less than significant and no mitigation is required.					
4.2 Air Quality					
Summary of Impacts					
Threshold a: During construction of the Project, prior to mitigation, the Project's daily construction emissions would exceed the AVAQMD threshold for VOC. Project operations, prior to mitigation, would exceed the AVAQMD daily thresholds in Phase I for NO_X, CO, PM_{10}, and in Phases II – IV for VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$. Therefore, prior to mitigation, the Project has the potential to conflict with the AVAQMD AQMP during both construction and operational activities, resulting in a significant direct and cumulatively-considerable impact. As shown in Table 4.2-22, Emissions Summary of Construction (With Mitigation), with the implementation of mitigation measures, emissions resulting from construction of the Project would be reduced and would not exceed criteria pollutant thresholds established by the AVAQMD for emissions of any criteria pollutant. Therefore, with implementation of the mitigation measures, construction activities associated with the Project would not result in a cumulatively-considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or State ambient air quality standard.	**AIR MM-1** "Super-Compliant" low volatile organic compounds (VOC) paints shall be used during architectural coatings, which have been reformulated to exceed the regulatory VOC limits put forth by AVAQMD's Rule 1113. Super-Compliant low VOC paints shall be no more than 10 grams per liter (g/L) of VOC. Alternatively, the applicant may utilize pre-coated tilt-up concrete buildings that do not require the use of architectural coatings (painting). **AIR MM-2** The Project shall implement the following measures in order to reduce operational mobile source air pollutant emissions to the extent feasible: • Only haul trucks meeting model year 2010 engine emission standards shall be used for the on-road transport of materials to and from the Project site. • Legible, durable, weather-proof signs shall be placed at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: (1) instructions for truck drivers to shut off engines when not in use; (2) instructions for drivers of diesel trucks to restrict idling to no more than 5 minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and (3) telephone numbers of the building facilities manager and CARB	Project Applicant; Construction Contractor(s) Project Applicant or successor in interest; Future Building Tenant(s)	City of Palmdale or its designee City of Palmdale or its designee	During Project construction activities Prior to the issuance of an occupancy permit; Prior to tenant occupancy; During operation of the Project	Significant Direct and Cumulatively-Considerable Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
As shown in Table 4.2-23, Summary of Peak Operational Emissions (With Mitigation), with the implementation of Mitigation Measures, Phase I VOC emissions resulting from operation of the Project would be reduced and would not exceed the threshold established by the AVAQMD. After implementation of feasible mitigation, NO_X and PM_{10} emissions from Phase I of the Project would still exceed applicable daily air pollutant significance thresholds established by the AVAQMD. Emissions of VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$ from Phases II - IV of the Project also would still exceed applicable daily air pollutant significance thresholds established by the AVAQMD. Therefore, the Project would result in a cumulatively-considerable net increase of air pollutants for which the Project region is non-attainment under an applicable federal or State ambient air quality standard. It should be noted that a majority of the Project's NO_X, CO, PM_{10}, and $PM_{2.5}$ emissions are derived from vehicle usage which the City does not have the regulatory authority to control or enforce. Neither the Project Applicant nor the Lead Agency can substantively or materially affect reductions in Project-related vehicular source emissions beyond the regulatory requirements and the feasible mitigation measures identified in this EIR. While there are no feasible mitigation measures that would reduce vehicular emissions to less	to report violations. Prior to the issuance of each occupancy permit, the City of Palmdale shall conduct a site inspection to ensure that the signs are in place. • Prior to tenant occupancy, the Project Applicant or successor in interest shall provide documentation to the City demonstrating that occupants/tenants of the Project site have been provided documentation on funding opportunities, such as the Carl Moyer Program, that provide incentives for using cleaner-than-required engines and equipment. • The minimum number of automobile electric vehicle (EV) charging stations required by the California Code of Regulations Title 24 shall be provided. In addition, the buildings shall include electrical infrastructure sufficiently sized to accommodate the potential installation of additional auto and truck EV charging stations in the future. • Conduit shall be installed to tractor trailer parking areas in logical locations determined by the Project Applicant during construction document plan check, for the purpose of accommodating the future installation of EV truck charging stations at such time this technology becomes commercially available. **AIR MM-3** The Project shall implement the following measure in order to reduce operational energy source air pollutant emissions to the extent feasible: • The Project shall include rooftop solar panels to the extent feasible, with a capacity that matches the maximum	Project Applicant	City of Palmdale or its designee	Prior to issuance of building permits; During operation of the Project	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
than significant, the Project will install EV supply equipment in accordance with the California Building Code which will allow charging stations to be supplied on the Project site based on demand. Charging stations could lead to less use of gasoline-burning automobiles and thus, less air pollutant emissions. Hence, overall, there are no feasible mitigation measures that would reduce emissions to less than significant and this impact is considered significant and unavoidable.	allowed for distributed solar connections to the grid. • Install Energy Star-rated heating, cooling, lighting, and appliances. • Provide information on energy efficiency, energy-efficient lighting and lighting control systems, energy management, and existing energy incentive programs to future tenants of the Project. • Structures shall be equipped with outdoor electric outlets in the front and rear of the structures to facilitate use of electrical lawn and garden equipment.				
	AIR MM-4 The Project shall include the following language within tenant lease agreements in order to reduce operational air pollutant emissions to the extent feasible: • Require tenants to use the cleanest technologies available and to provide the necessary infrastructure to support zero-emission vehicles, equipment, and appliances that would be operating on site. This requirement shall apply to equipment such as forklifts, handheld landscaping equipment, yard trucks, office appliances, etc. • Require future tenants to exclusively use zero-emission light and medium-duty delivery trucks and vans, when economically feasible. • Tenants shall be in, and monitor compliance with, all current air quality regulations for on-road trucks including the CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program, and the Statewide Truck and Bus Regulation.	Project Applicant; Future Building Tenant(s)	City of Palmdale or its designee	Prior to issuance of certificate of occupancy	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	AIR MM-5 Prior to the issuance of a building permit, Developer shall provide documentation to the City of Palmdale demonstrating that the Project ~~could~~ will achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CalGreen Tier 2 standards in effect at the time of building permit application.	Developer	City of Palmdale or its designee	Prior to issuance of a building permit	
	AIR MM-6 During Project construction, Developer will comply with the following: • Require all generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code or Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hook-up at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that	Developer	City of Palmdale or its designee	During Project construction	

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	the Project Applicant documents that equipment with the required tier is not reasonably available and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment (for example, if a Tier IV Final piece of equipment is not necessarily available at the time of construction and a lower tier equipment is used instead (e.g., Tier IV interim), and another piece of equipment could be upgraded from a Tier IV Final to a higher tier (i.e., Tier V) or replaced with an alternative-fueled (not diesel-fueled) equipment to offset emissions associated with using a piece of equipment that does not Meet Tier IV Final standards). Before an exemption may be considered by the City, the Project Applicant shall be required to demonstrate that at least two construction fleet owners/operators in the Region were contacted and that those owners/operators are confirmed Tier IV Final or better equipment could not be located in the Region. To ensure that Tier IV Final construction equipment or better would be used during the proposed Project's construction, the Project Applicant shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities. • Provide infrastructure for zero-emission off-road construction equipment if the				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	contractors selected to construct the Project plan to use zero-emission off-road construction equipment. • Provide electrical hook-ups to the power grid, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills, and compressors. In applicable bid documents and contracts with contractors selected to construct the Project, include language requiring all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers, etc. (used during Project construction to be electric. • Require construction equipment to be turned off when not in use. • Recycle and/or salvage to reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11. • On days when the hourly average wind speed for the City of Palmdale exceeds 20 miles per hour, additional dust control measures shall be implemented, such as increased surface watering. Grading and excavation shall be prohibited when sustained wind speeds exceed 30 miles per hour. • Apply and maintain surface treatments (such as PURETi Coat or PlusTi) on impervious ground surfaces that lessen				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	impervious surface-related radiative forcing. • Use paints, architectural coatings, and industrial maintenance coatings for all interior painting that have volatile organize compound levels of less than 10 g/L. • All self-propelled off-road diesel-powered vehicles with engines greater than or equal to 25 horsepower and all two-engine vehicles (except on-road two-engine sweepers) shall comply with applicable provisions of the California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleets Regulation (Sections 2449, 2449.1, and 2449.2 of Title 13, Division 3, Chapter 9, Article 4.8, California Code of Regulations). **AIR MM-7** During operation of the proposed Project, Developer will comply with the following: • All outdoor cargo handling equipment (including yard trucks, hostlers, yard goats, forklifts, and landscaping equipment) shall be zero- emission vehicles. Each building shall include the necessary charging stations or other necessary infrastructure for cargo handling equipment. The building manager or their designee shall be responsible for enforcing these requirements. • In anticipation of a transition to zero emissions truck fleets during the lifetime of the Project, install at least ten (10) heavy-	Developer	City of Palmdale or its designee	During operation of the Project	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	duty truck vehicle charging stations by buildout of Phase 1 of the Project, install at least ten (10) heavy-duty truck vehicle charging stations by buildout of Phase II of the Project, and install at least five (5) heavy-duty truck vehicle charging stations by buildout of Phase 1 of the Project • Commit to on-site solar generation sufficient to meet at least 75% of the Project's total operational energy requirements from within the building envelope. • Prior to certificate of occupancy, install conduit and infrastructure for Level 2 (or faster) electric vehicle charging stations on-site for employees for the percentage of employee parking spaces commensurate with Title 24 requirements in effect at the time of building permit issuance plus additional plus charging stations equal to 5 percent of the total employee parking spaces in the building permit, whichever is greater. By buildout of each phase of the Project, install Level 2 (or faster) electric vehicle charging stations for 25 percent of the employee parking spaces required. • Install HVAC and/or HEPA air filtration systems in all warehouse facilities. • Prior to tenant occupancy, provide documentation to the City of Palmdale demonstrating that occupants/tenants of the Project site have been provided documentation that:				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	▪ Recommends the use of electric or alternatively fueled sweepers with high efficiency particulate air (HEPA) filters; ▪ Recommends the use of water-based or low VOC cleaning; and ▪ For occupants with more than 250 employees, require the establishment of a transportation demand management program (TDM) to reduce employee commute vehicle emissions. • Include contractual language in tenant lease agreements requiring that any facility operator shall: ▪ Ensure that site enforcement staff in charge of keeping the daily log and monitoring for excess idling will be trained/certified in diesel health effects and technologies, for example, by requiring attendance at California Air Resources Board (CARB)-approved courses. ▪ Be required to train managers and employers on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks. The building manager or their designee shall be responsible for enforcing these requirements. ▪ Be in, and monitor compliance with, all current air quality regulations for on-road trucks including CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	(PSIP), and the Statewide Truck and Bus Regulation.				
	AIR DF-1 Water Conservation. To reduce water demands and associated energy use, the Project would implement a Water Conservation Strategy and demonstrate a minimum 20 percent (%) reduction in indoor and outdoor water usage when compared to baseline water demand (total expected water demand without implementation of the Water Conservation Strategy). Prior to the issuance of building permits for the Project, the Project applicant shall provide building plans that include the following water conservation measures: • Install low-water use appliances and fixtures • Restrict the use of water for cleaning outdoor surfaces and prohibit systems that apply water to non-vegetated surfaces • Implement water-sensitive urban design practices in new construction • Install rainwater collection systems where feasible.	Project Applicant	City of Palmdale or its designee	Prior to the issuance of building permits	
	AIR DF-2 Solid Waste Reduction. In order to reduce the amount of waste disposed at landfills, the Project would implement a 75% waste diversion program. Prior to the issuance of building permits for the Project, the Project applicant shall provide building plans that include the following solid waste reduction measures: • Provide storage areas for recyclables and green waste in new construction, and food waste • storage, if a pick-up service is available. • Evaluate the potential for onsite composting.	Project Applicant	City of Palmdale or its designee	Prior to the issuance of building permits	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	AIR RR-1 The Project shall comply with the provisions of AVAQMD Rule 401, Visible Emissions, which requires that a person shall not discharge into the atmosphere from any single source of emission whatsoever, any air contaminant for a period or periods aggregating more than three minutes in any one hour which is: a. As dark or darker in shade as that designated No. 1 on the Ringelmann Chart, as published by the United States Bureau of Mines; or **b.** Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subparagraph (b)(1)(A) of Rule 401.	Project Applicant; Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	AIR RR-2 The Project shall comply with the provisions of AVAQMD Rule 402, Nuisance, which requires that a person shall not discharge air contaminants or other materials that would cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.	Project Applicant; Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	AIR RR-3 The Project shall comply with the provisions of AVAQMD Rule 403, Fugitive Dust, including the submission of the required Dust Control Plan and Construction Excavation Fee, by implementing the following dust control measures during construction activities, such as earth-moving activities, grading, and equipment travel on unpaved roads. Prior to grading permit issuance, the following notes shall be included on the grading plans. Project contractors shall be required to ensure compliance with the notes. The notes also shall be specified in bid	Project Applicant; Construction Contractor(s)	City of Palmdale or its designee	Prior to issuance of a grading permit or any permit that authorizes ground disturbance; During Project construction activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	documents issued to prospective construction contractors. • All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour (mph) per AVAQMD guidelines in order to limit fugitive dust emissions, or water shall be applied to the soil not more than 15 minutes prior to moving such soil to limit Visible Dust Emissions (VDE) to 20 percent opacity. • The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered or subject to the application of dust suppressants sufficient to limit VDE to 20 percent opacity. • The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 mph or less.				
	AIR RR-4 The Project shall comply with AVAQMD rules related to sulfur content in fuels, including Rule 431.1, Sulfur Content of Gaseous Fuels; Rule 431.2, Sulfur Content of Liquid Fuels; and Rule 431.3, Sulfur Content of Fossil Fuels.	Project Applicant; Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	AIR RR-5 The Project shall comply with the provisions of AVAQMD Rule 1113, Architectural Coatings, by requiring that all architectural coatings must comply with the VOC limits established in Table 1 of Rule 1113.	Project Applicant; Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities	
Threshold b: During construction of the Project, prior to mitigation, the Project's daily construction emissions would exceed the AVAQMD threshold for VOC. Project operations, prior to mitigation, would exceed the AVAQMD thresholds in Phase I	**AIR MM-1** through **AIR MM-5** shall apply.				Significant Direct and Cumulatively-Considerable Impact

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
for NO_X, CO, PM_{10}, and in Phases II – IV for VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$. Therefore, prior to mitigation, the Project has the potential to result in a cumulatively considerable net increase of a criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard, resulting in a significant direct and cumulatively-considerable impact. As shown in Table 4.2-22, Emissions Summary of Construction (With Mitigation), with the implementation of mitigation measures, emissions resulting from construction of the Project would be reduced and would not exceed criteria pollutant thresholds established by the AVAQMD for emissions of any criteria pollutant. Therefore, with implementation of the mitigation measures, construction activities associated with the Project would not result in a cumulatively-considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or State ambient air quality standard. As shown in Table 4.2-23, Summary of Peak Operational Emissions (With Mitigation), with the implementation of Mitigation Measures, Phase I VOC emissions resulting from operation of the Project would be reduced and would not exceed the threshold established by the AVAQMD.					

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
After implementation of feasible mitigation, NO_X and PM_{10} emissions from Phase I of the Project would still exceed applicable daily air pollutant significance thresholds established by the AVAQMD. Emissions of VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$ from Phases II - IV of the Project also would still exceed applicable daily air pollutant significance thresholds established by the AVAQMD. Therefore, the Project would result in a cumulatively-considerable net increase of air pollutants for which the Project region is non-attainment under an applicable federal or State ambient air quality standard. It should be noted that a majority of the Project's NO_X, CO, PM_{10}, and $PM_{2.5}$ emissions are derived from vehicle usage which the City does not have the regulatory authority to control or enforce. Neither the Project Applicant nor the Lead Agency can substantively or materially affect reductions in Project-related vehicular source emissions beyond the regulatory requirements and the feasible mitigation measures identified in this EIR. While there are no feasible mitigation measures that would reduce vehicular emissions to less than significant, the Project will install EV supply equipment in accordance with the California Building Code which will allow charging stations to be supplied on the Project site based on demand. Charging stations could lead to less use of gasoline-burning automobiles and thus, less air pollutant emissions. Hence, overall, there are no feasible mitigation measures that					

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
would reduce emissions to less than significant and this impact is considered significant and unavoidable.					
Threshold c: The Project would not produce the volume of traffic required to generate a CO "hot spot." The Project also would not expose people to cancer risks that would exceed the AVAQMD significance threshold of 10 in one million or non-cancer health risks exceeding the applicable significance threshold of 1.0. Therefore, the Project would not expose sensitive receptors to substantial pollutant concentration. Impacts would be less than significant and no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold d: The Project does not propose land uses typically associated with emitting objectionable odors. The proposed Project would be required to comply with AVAQMD Rule 402, Nuisance, to prevent occurrences of public nuisances. Therefore, odors associated with the construction and operation of the Project would be less than significant and no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
4.3 Biological Resources					
Summary of Impacts					
Threshold a: Phase I of the Project would impact 75.28 acres of Joshua tree woodland. Phases II – IV of the Project would impact 123.05 acres of Joshua tree woodland and 6.17 acres of disturbed Joshua tree woodland. Phase I and Phases II – IV would directly impact 7,184 western Joshua trees. The Project also has the potential to directly and indirectly impact nesting migratory birds protected by the	**BIO MM-1 Avoidance and Minimization Measures to Avoid Incidental Take of Joshua Tree/Joshua Tree Woodland and Species of Special Concern**. For all vegetation removal activities, the Project Applicant shall retain a qualified biologist to ensure that incidental construction impacts on Joshua trees and special status wildlife species are avoided or minimized to the maximum extent practical. The following shall be required:	Project Applicant; Construction Contractor(s); qualified professional biologist retained by Project Applicant	City of Palmdale or its designee	Prior to the issuance of a grading permit or any other permit that would authorize vegetation removal from or ground disturbance on the site; during ground disturbing construction activities	Less than Significant with Mitigation Incorporated

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
MBTA and the CDFW if active nests are disturbed during the nesting season (February 1 through September 15). Additionally, the Project has the potential to directly impact desert kit fox that may utilize the Project site for denning and the burrowing owl that may utilize the Project for nesting/burrowing. Phase 1 of the Project would impact a total of nine cactus individuals protected by the California Desert Native Plants Act (CDNPA). One special status reptile, the northern legless lizard may occur in Phase I. With implementation of Mitigation Measures BIO MM-1, BIO MM-2, BIO MM-7, and BIO MM-8, the direct and indirect impacts of the Project to sensitive wildlife species would be reduced to less than significant. With implementation of Mitigation Measures BIO MM-1, BIO MM-3, BIO MM-4, and BIO MM-5, direct impacts to the western Joshua tree would be reduced to less than significant. With implementation of BIO MM-6, direct impacts to the nine cactus individuals that occur in the Phase I area and that are protected by the California Desert Native Plants Act (CDNPA), would be reduced to less than significant.	a. **Biological Monitor**. Prior to the issuance of a grading permit or any other permit that would authorize vegetation removal from or ground disturbance on the site, the Project Applicant shall retain a qualified biologist ("Dedicated Biologist") to monitor vegetation removal and initial ground disturbing construction activities for the potential presence of sensitive wildlife species. The Dedicated Biologist shall possess Scientific Collection Permits from CDFW for sensitive species that have a reasonable potential of being encountered on the site on the basis of suitable habitat. The Dedicated Biologist shall be on the site full time during vegetation removal and grading activities. Should any sensitive species be observed, the Dedicated Biologist shall have the authority to pause or redirect construction equipment away from observed sensitive species and direct or move the species out of harm's way to the extent practicable, to a location of suitable habitat outside of the Project's impact footprint. Construction work may recommence in areas where sensitive species were observed only after the Dedicated Biologist has determined it is safe to do so. The Dedicated Biologist shall remain on site daily during ground disturbing activities and vegetation removal to advise workers to proceed with caution and ensure that sensitive wildlife, if present, is not unnecessarily harmed. b. **Wildlife Relocation Plan**. Prior to issuance of the first permit that authorizes vegetation removal or ground disturbance, the Dedicated Biologist shall prepare and				

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	submit to the City a Wildlife Relocation Plan. The Wildlife Relocation Plan shall describe all wildlife species that could occur within the Project site and proper handling and relocation protocols. The Wildlife Relocation Plan shall include species-specific relocation areas, at least 200 feet outside of the Project site and in suitable and safe relocation areas. No wildlife nests, eggs, or nestlings may be removed or relocated at any time. c. **Injured or Dead Wildlife**. If the Dedicated Biologist or construction contractor observe that any wildlife species of special concern (SSC) are harmed or a dead or injured animal is found, construction work in the immediate area shall stop immediately, the Dedicated Biologist shall be notified, and the dead or injured wildlife shall be documented. A formal report shall be sent to CDFW and the City within three calendar days of the incident or finding. The report shall include the date, time of the finding or incident (if known), and location of the carcass or injured animal and circumstances of its death or injury (if known). Work in the immediate area may only resume once the proper notifications have been made and additional measures have been identified to prevent additional injury or death. d. **Contractor Coordination**. The Dedicated Biologist shall coordinate with the Project's construction Contractor(s) involved in vegetation clearing and ground-disturbing construction activities to accomplish the following:				

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	i. Attendance at the pre-construction tailboard meeting (i.e., on-site meeting prior to work activities) to ensure that timing and location of construction activities do not conflict with other mitigation requirements (e.g., seasonal surveys for nesting birds). The meeting shall be conducted with the Construction Contractor and other key construction personnel to describe the importance of restricting work to designated areas. ii. Discussion with the Construction Contractor of procedures to minimize harm/harassment of wildlife that may be encountered during construction. iii. Review/designation of the construction area with the Construction Contractor in accordance with the Final Grading Plan. Haul roads, access roads, and on site staging and storage areas shall be sited in grading areas to minimize degradation of habitat adjacent to these areas. If activities outside these limits are necessary, they shall be evaluated by the Biologist to ensure no special status species or habitats will be affected. iv. A field review that is conducted to stake designated construction limits (to be set by a Surveyor retained by the Project Applicant). Any construction activity areas immediately adjacent to Joshua tree woodland may be flagged or				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	temporarily fenced by the Biological Monitor at their discretion. v. Submittal of a brief report to the City discussing any unapproved disturbances resulting in impacts to special status resources within 48 hours of the incident.				
	BIO MM-2 Nesting Birds/Raptors. To avoid impacts on active nests for common and special status birds and raptors, the Project Applicant shall schedule vegetation clearing ~~and blasting (blasting is not anticipated)~~ during the non-breeding ~~season (i.e., September 16 to January 31) to the extent feasible~~. If Project timing requires that vegetation clearing occur between February 1 (as early as January 1 for some raptors) and September 15, the Project Applicant or its designee shall retain a qualified Biologist to conduct a pre-construction survey for nesting birds and raptors. The pre-construction survey shall be conducted by a qualified Biologist within three days prior to vegetation clearing. The pre-construction nesting bird survey area shall include the Project impact area (i.e., disturbance footprint) plus ~~a 250-foot buffer to search for nesting birds and~~ a 500-foot buffer to search for nesting birds and raptors. If no active nests are found, no further mitigation would be required. If an active nest is located in the pre-construction nesting bird survey area, the Biologist shall delineate an appropriate buffer to protect the nest based on the sensitivity of the species. A protective buffer of 500 feet shall be used to protect nesting raptors and a protective buffer of 300 feet shall be used to protect nesting birds. If appropriate, a smaller buffer may be considered (as determined by the Biologist) based on site topography, existing disturbance, sensitivity of the individuals (established by observing the individuals	Project Applicant; Construction Contractor(s); qualified professional biologist retained by Project Applicant	City of Palmdale or its designee	During the non-breeding nesting season; 3 days prior to the clearing of vegetation if scheduled during the nesting season; During construction of the Project; Prior to the initiation of construction activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	at the nest), and the type of construction activity. No construction activities shall be allowed in the designated buffer until the Biologist determines that nesting activity has ended. Construction may proceed within the buffer area once the Biologist determines that nesting activity has ceased (i.e., fledglings have left the nest or the nest has failed). The designated buffer shall be clearly marked in the field and shall be mapped as Environmentally Sensitive Areas (ESAs) on construction plans. Prior to the initiation of construction activities, an email summary of the results shall be submitted to the City by the Project Applicant with a map of any active nests found and their designated buffers. Construction shall be allowed to proceed if standard buffer distances are employed for any active nests. The Biologist shall then prepare a formal Letter Report describing methods used, results of the survey, recommended buffers, and/or justification for buffer reductions. The Letter Report shall be submitted to the City within one week of completion of the survey. If an active nest is observed during the survey, the Letter Report shall include a map showing the designated protective buffer.				
	BIO MM-3 Take Permits. Prior to the issuance of grading or building permits, the Project Applicant shall obtain a CESA Section 2081 Incidental Take Permit (ITP) or a Joshua Tree Conservation Act ITP from the California Department of Fish and Wildlife (CDFW) allowing impacts to western Joshua tree, a State Candidate species. Compensatory mitigation for impacts on Joshua tree woodland are described in BIO MM-4. If regulatory status changes at any point prior to impacts, and the species is no longer designated as a State Candidate for listing or a State listed species, an ITP would no longer be required.	Project Applicant	California Department of Fish and Wildlife (CDFW)	Prior to issuance of a grading or building permits or any permit that authorizes ground disturbance	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	BIO MM-4 Joshua Tree Woodland. The Project Applicant shall provide mitigation for permanently impacting Joshua tree woodland and disturbed Joshua tree woodland. The goal of this mitigation is to ensure no net loss of habitat following implementation of the Project. Mitigation ratios (i.e., the amount of mitigation acreage compared to the amount of impacted habitat) shall be negotiated with the resource agencies but shall be no less than 1:1, replacing each acre of habitat lost with of one acre of equivalent or higher quality habitat. This mitigation may be in the form of habitat preservation, restoration, enhancement, and/or establishment (i.e., creation), or an in-lieu fee program, discussed below. The Project Applicant shall implement one or a combination of these options, as approved by CDFW in the permit described in BIO MM-3. Successful implementation of BIO MM-3, issuance and utilization of an ITP, shall fully mitigate Joshua tree woodland impacts and eliminate the requirements of BIO MM-4. 1. Preservation consists of acquisition of mitigation lands containing viable occurrences of the species, or that enhance the sustainability of the occurrences by protecting buffer lands and protecting those occurrences in perpetuity under a conservation easement or an in-lieu fee program that is transferred to a qualified land trust or public agency. 2. Restoration consists of the re-establishment or rehabilitation of mitigation land with the goal of returning natural or historic functions and characteristics. Restoration may result in a gain in habitat function, acreage, or both. 3. Enhancement consists of activities that heighten, intensify, or improve one or more	Project Applicant	CDFW	As approved by the CDFW during the biological permitting process	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	habitat functions. Enhancement results in a gain in habitat function but does not result in a net gain in habitat acreage. 4. Establishment consists of the development of habitat in an area where it did not previously exist through manipulation of the physical, chemical, and/or biological characteristics of the site. Compensatory mitigation may be in the form of permittee-responsible mitigation, in which the permittee maintains liability for the construction and long-term success of the mitigation site or through mitigation banking/in-lieu fee program, where liability for Project success is transferred to a third party (i.e., a mitigation bank/in lieu fee sponsor). If the Project Applicant elects to provide mitigation through mitigation banking/in-lieu fee program, the mitigation bank/program shall be selected by the Project Applicant and approved by CDFW and payment shall be made prior to the issuance of grading or building permits. The Joshua Tree Conservation Act ITP process establishes an in-lieu fee program directly with CDFW (See BIO MM-3). For permittee-responsible mitigation involving establishment, restoration, or enhancement of habitat, the Project Applicant shall retain a qualified Biologist to prepare a Habitat Mitigation Monitoring Plan (HMMP) to mitigate for loss Joshua tree woodland habitat. The HMMP shall be reviewed/approved by the CDFW prior to issuance of grading or building permits. The detailed HMMP shall contain the following items: a. **Responsibilities and Qualifications of the Personnel to Implement and Supervise the Plan**. The responsibilities of the Project Applicant or its designee,				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	specialists, and maintenance personnel, as well as the qualifications of specialists and maintenance personnel that will supervise and implement the plan, shall be specified. b. **Site Selection**. Site selection for restoration, establishment, enhancement, and/or preservation mitigation shall be determined in coordination with the Project Applicant, or its designee, and resource agencies. The mitigation site(s) shall be located in a dedicated open space area or on land that shall be dedicated and/or purchased off site. c. **Site Preparation and Planting Implementation**. Site preparation shall include the following, as determined by specific site conditions and permit requirements: protection of existing native species, trash and weed removal, native species salvage and reuse (i.e., duff), soil treatments (i.e., imprinting, decompacting), temporary irrigation installation, erosion-control measures (i.e., rice or willow wattles), seed mix application, and container species. d. **Schedule**. A schedule that requires planting to occur between October 1 and March 1 shall be developed. e. **Maintenance Plan/Guidelines**. The maintenance plan shall include the following, as determined by specific site conditions and permit requirements: weed control, herbivory control, trash removal, irrigation system maintenance, maintenance training, and replacement planting. f. **Monitoring Plan**. The site shall be monitored and maintained for a minimum				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	of five years to ensure successful establishment of riparian habitat within the restored and created areas. The monitoring plan shall include qualitative monitoring (i.e., photographs and general observations); quantitative monitoring (e.g., randomly placed transects); performance criteria, as approved by the resource agencies; and monthly reports for the first year with quarterly reports thereafter and annual reports for all five years. g. **Long-Term Preservation**. Long-term preservation of the site shall be outlined in the restoration and enhancement plan to ensure the mitigation site is not impacted by future development. Although monitoring plans are typically scheduled for five years, if performance standards are successfully met prior to five years, the Project Applicant may request to be released from remaining monitoring requirements by CDFW.				
	BIO MM-5 City of Palmdale Permit. Per the City of Palmdale Emergency Ordinance No. 1556, a City approved Biologist shall prepare a Desert Vegetation Preservation Plan and the City shall issue a permit for Joshua tree removal prior to Project impacts. The City may defer to a CDFW ITP (See BIO MM-3), with no additional requirements, if one is issued for the project.	Project Applicant; City-approved Biologist	City of Palmdale or its designee	Prior to the initiation of construction	
	BIO MM-6 California Desert Native Plant Harvesting Permits. Prior to the initiation of construction, the Project Applicant shall obtain the necessary permits, tags, and/or seals, and shall pay the appropriate fees for removal of any individuals of a	Project Applicant	City of Palmdale or its designee	Prior to the initiation of construction	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	species protected by the California Desert Native Plant Protection Act. This includes nine silver cholla. **BIO MM-7 Burrowing Owl Pre-Construction Survey**. Per the Staff Report on Burrowing Owl Mitigation (CDFG 2012), the Project Applicant shall retain a qualified Biologist to conduct a pre-construction survey for the burrowing owl no less than 14 days prior to any ground disturbance by the Project and no greater than 30 days prior to ground disturbance in each Project area. The pre-construction survey shall include the area of proposed disturbance plus a 500-foot buffer (if access is available). If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it cannot be avoided, and therefore Take may occur, a CESA ITP would be required, and Project construction shall not proceed until authorized under the provisions of an ITP. Implementation of the conditions of an ITP will fully mitigate for potential impacts to burrowing owl. ~~the burrowing owl shall be passively excluded from the burrow following methods described in CDFG 2012. One-way doors shall be used to exclude owls from the burrows; doors shall be left in place for at least 48 hours. Once the burrow is determined to be unoccupied, as verified by site monitoring, the burrow shall be closed by a qualified Biologist who shall excavate the burrow using hand tools. Prior to excluding an owl from an active burrow, a receptor burrow survey shall be conducted to confirm that at least two potentially suitable unoccupied burrows are within approximately 688 feet prior to installation of the one-way door. If two natural receptor burrows are not located, one artificial burrow shall be created for every burrow that would be closed~~.	Project Applicant; professional qualified biologist retained by the Project Applicant	City of Palmdale or its designee	No less than 14 days and no more than 30 days prior the initiation of ground disturbance/construction activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	If an active burrow is observed outside the breeding season (i.e., September 1 to January 31) and it can be avoided, the Biologist shall determine an appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 160 feet to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. If the qualified biologist determines that Take may occur, a CESA ITP would be required. If an active burrow is observed during the breeding season (i.e., February 1 to August 31), the active burrow shall be protected until nesting activity has ended (i.e., all young have fledged from the burrow). The Biologist shall determine the appropriate protective buffer for the burrow based on CDFW guidelines. The buffer shall range from 650 to 1,640 feet depending on the level of impact and the time of year (See Table below). The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant or its designee shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. Construction shall be allowed to proceed when the qualified Biologist has determined that all fledglings have left the nest. Compensatory mitigation for the loss of foraging habitat shall be satisfied with implementation of MM BIO 6. If the qualified biologist determines that Take may occur, a CESA ITP would be required.				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE

Burrowing Owl Protective Buffer Sizes

	Time of Year	Level of Disturbance		
		Low	Medium	High
Nesting sites	April 1 to August 15	656 feet (200 meters)	1,640 feet (500 meters)	1,640 feet (500 meters)
Nesting sites	August 16 to October 15	656 feet (200 meters)	656 feet (200 meters)	1,640 feet (500 meters)
Nesting sites	October 16 to March 31	164 feet (50 meters)	328 feet (100 meters)	1,640 feet (500 meters)

Upon completion of the pre-construction burrowing owl survey, a Letter Report shall be prepared and submitted to CDFW documenting the results of the survey within two weeks of completion of the survey effort. If an active burrow is observed, the Letter Report shall include a description of the protective buffer that has been designated and a summary of any additional correspondence with the CDFW.

If time lapses of greater than 30 days occur during construction in a particular portion of the work area, an additional survey shall be conducted by a qualified Biologist within 24 hours prior to vegetation clearing and/or ground disturbance in that area. If any new burrowing owl burrows are observed, the conditions above shall be applied.

BIO MM-8 Desert Kit Fox/American Badger Burrows. The Project Applicant shall retain a qualified Biologist to conduct a pre-construction

Project Applicant; professional qualified

California Department of Fish and Wildlife (CDFW) and City of

No less than 14 days and no more than 30 days prior the initiation of ground

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	burrow survey for desert kit fox and American badger no less than 14 days and no more than 30 days prior to initiation of ground disturbance/construction activities. Ideally, this survey shall be conducted outside the breeding season (i.e., February 1 to September 15) to allow for passive exclusion, if necessary. The pre-construction survey shall include the Project site plus a 200-foot buffer (if access is available). If no active burrows are found, no further mitigation would be required. If an active burrow is observed outside the breeding season (i.e., September 16 to January 31) and it cannot be avoided, the burrow shall be closed using passive exclusion. One-way doors shall be used to exclude American badgers from their burrows; doors shall be left in place for at least five nights. Progressive soil blocking shall be used to discourage use by desert kit fox. Once the burrow is determined to be unoccupied (i.e., not used for five nights), as verified by site monitoring (e.g., wildlife cameras), the burrow shall be closed by a qualified Biologist who shall excavate the burrow using hand tools. If an active burrow is observed outside the breeding season (i.e., September 16 to January 31) and it can be avoided, a 50-foot protective buffer shall be delineated around the burrow. The designated buffer shall be clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant shall consult with CDFW to determine whether a reduced buffer can be accommodated without adversely impacting occupied burrows. If an active den is observed during the breeding season (i.e., February 1 to September 15), the active den shall be protected with a 100-foot buffer until breeding activity has ended. The designated buffer shall be	biologist retained by the Project Applicant	Palmdale or its designee	disturbance/construction activities; Upon completion of the pre-construction burrow survey	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	clearly marked in the field and shall be mapped as an ESA on construction plans. The Project Applicant shall contact CDFW to determine whether a reduced buffer can be accommodated without adversely impacting the occupied den. Construction shall be allowed to proceed when the qualified Biologist has determined that the burrow is no longer active based on site monitoring (i.e., no activity has been observed at the burrow for five nights). Upon completion of the pre-construction burrow survey, a Letter Report shall be prepared and submitted to CDFW documenting the results of the survey within two weeks of completing the survey effort. If an active burrow/den is observed, the Letter Report shall include a description of the protective buffer that has been designated and a summary of any additional correspondence with the CDFW.				
	BIO MM-9 Best Management Practices. The Project Applicant shall incorporate Best Management Practices (BMPs), including applicable measures required through the National Pollutant Discharge Elimination System (NPDES) requirements, to ensure that the quantity and quality of runoff discharged by Project activities does not adversely affect the Project area. In particular, BMPs shall be designed to prevent (to the extent feasible) the runoff of toxins, chemicals, petroleum products, or other elements that might degrade water quality. Additionally, BMPs shall be used to minimize erosion. The areas where stockpiling can occur shall be selected in consultation with the monitoring Biologist. Spoils shall be stockpiled in disturbed areas lacking native vegetation. The Construction Contractor shall clearly mark stockpile areas to define the limits where stockpiling can occur.	Project Applicant; professional qualified biologist retained by the Project Applicant; Construction Contractor(s)	City of Palmdale or its designee	Prior to construction initiation and during Project construction activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	The Construction Contractor shall designate an area for vehicle maintenance that is not within or adjacent to drainages or native vegetation. Fueling and maintenance of equipment shall take place within the vehicle maintenance area. Impervious ground surfaces or plastic covering shall be used to prevent spillage or leakage onto the ground surface. Any spilled hazardous materials shall be immediately cleaned and hazardous materials properly disposed of. Construction Contractor equipment shall be checked for leaks prior to operation and repaired as necessary.				
	BIO MM-10 Night Lighting. The Project Applicant or its designee shall ensure that night lighting shall be directed away from open space areas and shielding shall be incorporated in the final Project design to minimize spillover of night lighting into adjacent open space to the greatest extent practicable. Any such light fixtures installed adjacent to open space areas shall direct/reflect light downward and away from adjacent habitat areas.	Project Applicant or its designee; Construction Contractor(s); Building Tenants	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	BIO MM-11 Landscaping. The Project Applicant or its designee shall retain a qualified Biologist to review the landscaping plan to ensure that any landscaping component of the Project does not include the planting of exotic, invasive species that would potentially degrade the quality of the surrounding natural open space. A list of potential landscaping plant species shall be submitted to the Biologist for review; the Biologist shall ensure that exotic plant species known to be invasive (e.g., those on the California Invasive Plant Council's [Cal-IPC's] invasive plant inventory) are not included on the list. The Biologist shall make recommendations for more suitable plant species if necessary. Once a final plant palette is prepared,	Project Applicant or its designee; qualified professional biologist retained by Project Applicant	City of Palmdale or its designee	Prior to City approval of landscaping plan	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	landscaping installed in the development area shall include only species on the approved palette.				
	BIO MM-12 Prevention of the Spread of Weed Seeds. The introduction of exotic plant species shall be avoided and minimized to the extent practicable. Weed seeds entering the construction area via vehicles shall be minimized by requiring construction vehicles to be washed prior to delivery to the Project site. Track-clean or other methods of vehicle cleaning shall be used by the Construction Contractor to prevent weed seeds from entering/exiting the construction areas on vehicles. Additionally, wattles used for erosion control shall be certified as weed-free In response to a comment by the California Department of Fish and Wildlife (CDFW), although it was determined that Crotch's bumble bee has no reasonable potential to occur on the Project site and thus impacts under CEQA were determined to be less than significant, in order to confirm absence of the species prior to construction activities, the following mitigation measure has been included in the Final EIR **BIO MM-13** So long as the Crotch's bumble bee remains a California State Candidate Endangered Species, or becomes listed as an endangered or threatened species, the following measures shall be required, including seasonal avoidance, construction site management, and nest avoidance verified through pre-construction surveys. Implementation of these measures will avoid Take and reduce impacts to less than significant. If Take cannot be avoided, the Project Applicant shall obtain an Incidental Take Permit (ITP) from the CDFW.	Project Applicant or its designee; Construction Contractor	City of Palmdale or its designee	Curing construction activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	1. Seasonal Avoidance – Crotch's bumble bee colonies are active in the spring and summer months (approximately February 1 through September 30). Breeding occurs during this period. Prior to the issuance of any clearing, grading, building, or other permit that would authorize vegetation clearance, a Qualified Biologist shall identify and visibly mark in the field with fencing, stakes, or flags with rope/cord, all areas of suitable Crotch's bumble bee habitat. No clearance of suitable habitat for any Project-related purpose shall be permitted to occur in the marked area(s) between February 1 and September 30. Avoidance of all direct impacts to suitable habitat on the Project site during this time period will avoid Take of an active colony and prevent impacts to breeding 2. Pre-construction Nest Survey – Prior to disturbing or clearing suitable Crotch's bumble bee habitat areas (which may only occur between October 1 and January 31), a Biological Monitor(s) shall conduct a pre-construction survey for Crotch's bumble bee nests. Pre-construction surveys must be completed no more than three weeks prior to the initiation of ground disturbing activities. Biological Monitors shall be knowledgeable and experienced in the biology, natural history, collecting and handling of the Crotch's bumble bee. The City shall not issue a clearing, grading, building, or other permit that would authorize clearance of suitable habitat until the Biological Monitor submits written results of the pre-construction survey verifying that no Crotch's bumble bee				

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	nests are present in the area proposed for disturbance. Verification of no nesting will confirm that the vegetation is only utilized for seasonal foraging. If nests are present, the City shall not allow disturbance to or clearance of the nesting habitat without issuance of an Incidental Take Permit (ITP) by the California Department of Fish and Wildlife (CDFW). 3. Construction Site Management – The following measures are recommended as best management practices during construction activities that occur within 500 feet of suitable Crotch's bumble bee habitat. These requirements shall be noted on applicable construction documents and shall be included as provisions in construction contractor agreements. a. Trash Abatement. A trash abatement program shall be initiated before starting construction activities. Trash and food items shall be contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators to Crotch's bumble bee. b. Erosion Control Materials. The use of erosion control materials potentially harmful to Crotch's bumble bee, such as monofilament netting (erosion control matting) or similar material shall be prohibited. An acceptable substitute is coconut				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	coir matting. To limit introduction of invasive plant species, erosion control materials shall; be limited to straw, rice straw and/or weed-free straw and the use of hay shall be avoided. c. Pesticide Use. Pesticides, including herbicides, insecticides, or rodenticides shall not be used unless there are no other feasible options. If pesticides need to be used, the use of neonicotinoid pesticides and pesticides marked with the US Environmental Protection Agency's bee hazard icon shall be prohibited. Preferentially use chemicals that are rated green/III in California Agricultural and Natural Resources (UC ANR), Statewide Integrated Pest Management Program (UC IPM) Bee Precaution Pesticide Ratings. Additionally, mixtures with fungicides and adjuvants, like those that contain alkylphenol ethoxylates, shall be prohibited because these have been shown to increase the risk of pesticide toxicity to bees. b. Construction Lighting Minimization. If construction activities will occur at night, all construction-related lighting shall be shielded or directed away from Crotch's bumble bee habitat. All construction				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	lighting used shall be yellow or orange lighting.				
	BIO RR-1 National Pollutant Discharge Elimination System (NPDES) Compliance. The Project Applicant or its designee shall incorporate Best Management Practices (BMPs) during Project construction, including applicable measures required through the National Pollutant Discharge Elimination System (NPDES) requirements, to ensure that the quantity and quality of water runoff discharged by Project activities does not adversely affect biological resources. BMPs shall be designed to prevent, to the extent feasible, the runoff of toxins, chemicals, petroleum products, or other elements that might degrade water quality. Additionally, BMPs shall be used to minimize erosion.	Project Applicant or its designee; Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities	
	BIO RR-2 Clean Up Requirements for Accidental Hazardous Waste Spills. Construction contractors shall immediately stop work and, pursuant to pertinent State and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so, to minimize impacts to biological resources.	Construction Contractor(s); State and Federal entities	City of Palmdale or its designee	Immediately during construction of the Project should any hazardous waste spills occur on the site	
	BIO DF-1 Landscaping. The Project Applicant or its designee shall retain a qualified biologist to review the landscaping plan to ensure that any landscaping component of the Project does not include the planting of exotic, invasive species that would potentially degrade the quality of the surrounding natural open space. A list of potential landscaping plant species shall be submitted to the qualified biologist for review; the qualified biologist shall ensure that exotic plant species known to be invasive (e.g., those on the California Invasive Plant Council's (Cal-IPC's)				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	invasive plant inventory)) are not included on the list. The qualified biologist shall make recommendations for more suitable plant species if necessary. The qualified biologist shall sign the landscaping plan as approved prior to City approval of the landscaping plan. Once a final plant palette is prepared and approved by the City, landscaping installed in the development area shall include only species on the approved palette.				
	BIO DF-2 Contractor Education. Prior to the initiation of ground-disturbing construction activities, the Project's construction contractor supervisors shall be trained by a qualified biologist on the topic of best management construction practices to avoid and minimize impacts to sensitive biological resources present on and around the Project site. The construction supervisors shall be responsible for enforcement of best practices by its personnel. The training shall occur within 30 days of the contractor initiating work on the Project site.	Construction Contractor(s) Supervisors; qualified biologist retained by the Project Applicant and Construction Contractors	City of Palmdale or its designee	Prior to the initiation of ground-disturbing construction activities	
	BIO DF-3 Construction Monitoring Notebook. The qualified biologist shall maintain a construction-monitoring notebook on the site throughout the construction period, which shall include a copy of the biological resources mitigation measures with attachments and a list of signatures of all construction supervisory personnel who have successfully completed the education program. The Project Applicant or successor in interest shall ensure that a copy of the construction monitoring notebook is available for review at the Project site upon request by the CDFW.	Project Applicant; qualified professional biologist retained by the Project Applicant	CDFW	During Project construction activities	
	BIO DF-4 Delineation of Property Boundaries. Before beginning activities that would cause ground-disturbing impacts, the contractor shall, in	Qualified biologist retained by the Project Applicant; Construction	City of Palmdale or its designee	Prior to ground-disturbing activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	consultation with a qualified biologist, clearly delineate the boundaries of construction activity with fencing, stakes, or flags, consistent with the grading plan, within which the impacts would occur. All impacts outside the fenced, staked, or flagged areas shall be avoided, and all fencing, stakes, and flags shall be maintained until the completion of impacts in that area as determined by the qualified biologist.	Contractor(s)			
	BIO DF-5 Stockpiling. During Project construction, areas where stockpiling can occur shall be selected in consultation with a qualified biologist. Spoils shall be stockpiled in disturbed areas lacking native vegetation. The construction contractor in coordination with a qualified biologist shall clearly mark stockpile areas in the field to define the limits where stockpiling can occur.	Qualified professional biologist retained by the Project Applicant; Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities	
	BIO DF-6 Designation of Construction Vehicle Maintenance Area. The construction contractor shall designate an area for vehicle maintenance that is not within or adjacent to any drainage area or native vegetation. Fueling and maintenance of equipment shall take place within the vehicle maintenance area. Impervious ground surfaces or plastic covering shall be used to prevent spillage or leakage onto the ground surface. Any spilled hazardous materials shall be immediately cleaned and hazardous materials properly disposed of. Contractor equipment shall be checked for leaks prior to operation and repaired as necessary.	Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities	
	BIO DF-7 Prevention of the Spread of Weed Seeds. The introduction of exotic plant species shall be avoided and minimized to the extent practicable. Weed seeds entering the construction area via vehicles shall be minimized by requiring construction vehicles to be washed prior to delivery to the Project site. Track-clean or other methods of vehicle cleaning shall be	Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	used by the construction contractor to prevent weed seeds from entering/exiting the construction areas on vehicles. Additionally, wattles used for erosion control shall be certified as weed-free.				
	BIO DF-8 Lighting. Lighting for construction activities and operations shall be directed inward toward the Project site and lighting shall not be directed toward adjacent undeveloped areas.	Project Applicant; Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	BIO DF-9 Trash and Debris. The following avoidance and minimization measures shall be implemented during project construction: a. Fully covered trash receptacles that are animal-proof shall be installed and used by the operator to contain all food, food scraps, food wrappers, beverage containers, and other miscellaneous trash. Trash contained within the receptacles shall be removed at least once a week from the Project site. b. Construction work areas shall be kept clean of debris, such as cable, trash, and construction materials. All construction/contractor personnel shall collect all litter, vehicle fluids, and food waste from the Project site on a daily basis.	Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities	
	BIO DF-10 Herbicides and Rodenticides. The Project Applicant or successor in interest shall limit herbicide use for invasive plant species and shall use herbicides only if it has been determined by a qualified biologist that hand or mechanical efforts are infeasible. To prevent drift, the Project Applicant or successor in interest shall apply herbicides only when wind speeds are less than seven miles per hour. All herbicide application shall be performed by a licensed applicator and in accordance with all applicable federal, State,	Project Applicant or Successor in interest; qualified professional biologist; Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	and local laws and regulations. In addition, no rodenticides and second-generation anticoagulant rodenticides shall be used during Project construction and operational activities.				
Threshold b: Based on the proposed limits of disturbance of Phase I and Phases II – IV of the Project, the jurisdictional sandy wash, located in the northwest corner of the Project site, would be avoided and no direct impacts to jurisdictional waters would occur. Therefore, impacts would be less than significant and no mitigation would be required.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold c: Because no wetland conditions occur on the Project site, there is no potential for the Project to have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. Therefore, no impact would occur and no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold d: The Project has the potential to impact nesting birds if active nests are disturbed during the nesting season (February 1 through September 15). The Project would not substantially interfere with the movement of any other any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. With implementation of Mitigation Measure BIO MM-2, the direct and cumulatively considerable impacts of the project on migratory birds protected by the MBTA would be reduced to less than significant.	**BIO MM-2** shall apply.				Less than Significant with Mitigation Incorporated

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
Threshold e: Phase I of the Project would impact 75.28 acres of Joshua tree woodland. Phases II – IV of the Project would impact 123.05 acres of Joshua tree woodland and 6.17 acres of disturbed Joshua tree woodland. Phase I and Phases II – IV would directly impact 7,184 western Joshua trees. No California juniper trees are present on the site under existing conditions. The Project's disturbance footprint is intentionally designed to avoid the unnamed sandy wash located in the northwest corner of the Project site. With implementation of Mitigation Measures BIO MM-1, BIO MM-3, BIO MM-4, and BIO MM-5, direct impacts to the western Joshua tree would be reduced to less than significant.	**BIO MM-1, BIO MM-3, BIO MM-4** and **BIO MM-5** shall apply.				Less than Significant with Mitigation Incorporated
Threshold f: Implementation of the Project would not conflict with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.	No mitigation is required.	N/A	N/A	N/A	No Impact
4.4 Cultural Resources					
Summary of Impacts					
Threshold a: Although fifteen cultural resources were identified on the Project site, all of which are comprised of refuse scatter dating to the historic period, none of the sites are recommended eligible for listing in the California Register of Historical Resources (CRHR). Additionally, the Project site has a low to moderate sensitivity for buried historical resources. However, although unlikely, there is a remote potential that significant historical resources could be uncovered during	**CUL MM-1** Cultural Resource Sensitivity Training. Prior to construction and as needed throughout the construction period involving ground-disturbing construction activities, a construction worker Cultural Resource Sensitivity Training program shall be provided to all construction workers involved in ground-disturbing activities prior to employment at the Project site. The training shall be prepared and conducted by a qualified professional that meets the Secretary of Interior's Professional Qualification Standards in conjunction with a Tribal Historic Preservation Officer or a designated Tribal	Professional cultural resources specialist retained by the Project Applicant or the Construction Contractor(s); Tribal Historic Preservation Officer or a designated Tribal Representative from one of the consulting Native American tribe	City of Palmdale or its designee	Prior to construction and as needed throughout the construction period involving ground-disturbing activities	Less than Significant with Mitigation Incorporated

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
grading and trenching activities associated with the Project's construction. If significant historical resources are encountered and not properly identified and treated, the Project would have a significant direct and cumulatively considerable impact for which mitigation would be required. Implementation of Mitigation Measures CUL MM-1 through CUL MM-4 and CUL RR-1 would ensure the proper identification and subsequent treatment of any significant historical or archaeological resources that may be encountered during ground-disturbing activities associated with Project construction. With implementation of the required mitigation, the Project's potential impacts to important historical and archaeological resources would be reduced to less than significant.	Representative from one of the consulting Native American tribes, retained by the construction contractor or by the Project Applicant. The training session shall focus on the historic, archaeological, and tribal cultural resources that may be encountered during ground-disturbing activities, as well as the procedures to be followed in such an event. Workers attending the training shall sign a form that shall be kept by the construction contractor or Project Applicant and made available to the City upon request. **CUL MM-2** Tribal Monitoring Agreement. Prior to the issuance of grading permits, the Project Applicant shall enter into an Tribal Monitoring Agreement with the consulting tribe(s) for a Tribal Monitor. The designated Tribal Monitor(s) shall be on-site during all initial ground-disturbing activities, including but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement, construction excavation for all utility and irrigation lines, and landscaping of any kind. In conjunction with a qualified professional that meets the Secretary of Interior's Professional Qualification Standards, the designated Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources. The Project Applicant shall submit a fully executed copy of agreement(s) to the City of Palmdale to ensure compliance with this requirement. Upon verification, the City shall clear this condition. The agreement(s) shall not modify any condition of approval or mitigation measure. **CUL MM-3** Cultural Resource Management Plan. Prior to any ground-disturbing activities the qualified professional that meets the Secretary of Interior's Professional Qualification Standards shall develop a	Project Applicant; Construction Contractor(s); qualified cultural resource specialist that meets the Secretary of Interior's Professional Qualification Standards; Tribal Monitor(s) Qualified professional that meets the Secretary of Interior's Professional Qualification Standards;	City of Palmdale or its designee City of Palmdale or its designee	Prior to the issuance of grading permits Prior to any ground-disturbing activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the Project site. This Plan shall be written in consultation with the consulting tribe(s).	Native American consulting tribe			
	CUL MM-4 On-Site Monitoring. During all ground-disturbing activities the qualified professional that meets the Secretary of Interior's Professional Qualification Standards and the Tribal Monitor(s) shall be on-site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources (TCRs) as defined in California Public Resources Code Section 21074. Archaeological and tribal monitoring shall be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The qualified professional that meets the Secretary of Interior's Professional Qualification Standards, in consultation with the Tribal Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so that the monitored grading can proceed. If a potentially significant cultural resource(s) is discovered, work shall stop within a 100-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the qualified professional that meets the Secretary	Qualified cultural resource specialist that meets the Secretary of Interior's Professional Qualification Standards; Tribal Monitor(s); Construction Contractor(s); Native American consulting tribe	City of Palmdale or its designee	During all ground-disturbing activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	of Interior's Professional Qualification Standards and Tribal Monitor(s). The archaeologist shall notify the Lead Agency (City of Palmdale) and consulting Tribe(s) of said discovery. The qualified professional that meets the Secretary of Interior's Professional Qualification Standards, in consultation with the Lead Agency, the consulting Tribe[s], and the Tribal Monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource (TCR) shall be made by the qualified professional that meets the Secretary of Interior's Professional Qualification Standards in consultation with the Tribe(s) and the Tribal Monitor(s) and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference: a. Full avoidance. b. If avoidance is not feasible, preservation in place. c. If preservation is not feasible, all items shall be reburied in an area away from any future Project impacts and reside in a permanent conservation easement or Deed Restriction. d. If all other options are proven infeasible, data recovery through excavation and then in a curation facility that meets Federal Curation Standards (CFR 79.1).				
	CUL RR-1 If human remains are encountered during ground-disturbing construction activities, compliance with California Health and Safety Code § 7050.5 and Public Resources Code § 5097 et. seq. shall be required. State Health and Safety Code § 7050.5 states that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary	Construction Contractor(s); Los Angeles County Coroner; Native American Heritage Commission	Los Angeles County Coroner	If human remains are encountered during ground-disturbing construction activities	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	findings as to origin. Further, pursuant to Public Resource Code § 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Los Angeles County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law (24 hours). Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code § 5097.98. Evidence of compliance with this mitigation measure, if human remains are found, shall be provided to the City Planning Department upon the completion of a treatment plan and final report detailing the significance and treatment finding.				
Threshold b: No known significant archaeological resources are present on the property and the Project site has a low to moderate sensitivity for buried prehistoric archaeological resources. However, although unlikely, there is a remote potential that significant archaeological resources could be uncovered during grading and trenching activities associated with the Project's construction. If significant archaeological resources are encountered and not properly identified and treated, the Project would have a significant direct and cumulatively considerable impact for which mitigation would be required. Implementation of Mitigation Measures CUL MM-1 through CUL MM-4 and CUL RR-1 would ensure the proper identification and subsequent treatment of any significant historical or archaeological	**CUL MM-1** through **CUL MM-4** shall apply.				Less than Significant with Mitigation Incorporated

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
resources that may be encountered during ground-disturbing activities associated with Project construction. With implementation of the required mitigation, the Project's potential impacts to important historical and archaeological resources would be reduced to less than significant.					
Threshold c: In the unlikely event that human remains are discovered during Project grading or other ground disturbing activities, the Project's contractors would be required to comply with the applicable provisions of California Health and Safety Code Section 7050.5 and California Public Resources Code Section 5097 et seq. Mandatory compliance with State law would ensure that human remains, if encountered, are appropriately treated and would preclude the potential for significant impacts to human remains.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
4.5 Energy					
Summary of Impacts					
Threshold a: The amount of energy and fuel estimated to be consumed by construction and operation of the Project would not be inefficient, wasteful, or unnecessary. Furthermore, the Project would not cause or result in the need for additional energy facilities or energy delivery systems.	No mitigation is required; however, mitigation measures **AIR MM-1** through **AIR MM-5** shall be implemented.	N/A	N/A	N/A	Less than Significant Impact
Threshold b: The Project would not cause or result in the need for additional energy production or transmission facilities. The Project would not conflict with or obstruct the achievement of energy conservation goals within the State of California identified in State and local plans for renewable energy and energy efficiency.	No mitigation is required; however, mitigation measures **AIR MM-1** through **AIR MM-5** shall be implemented.	N/A	N/A	N/A	Less than Significant Impact

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
4.6 Geology and Soils					
Summary of Impacts					
Threshold a: The Project site is not located within an Alquist-Priolo Earthquake Fault Zone or within a fault zone depicted on the City's Fault Map and thus the risk of fault rupture to occur on the site is considered low. Although the Project site is located in a seismically active area of southern California and is expected to experience moderate to severe ground shaking during the lifetime of the Project, mandatory compliance with the California Building Standards Code (CBSC), the City Building Code, and the recommendations of the site-specific Geotechnical Investigation would ensure that potential effects associated with strong seismic ground shaking would be less than significant. Based on the lack of a historic high ground water table within the upper approximately 50 feet of the ground surface, and the mapping performed by the California Geological Survey (CGS), the Project would not be subject to seismic-related ground failure, including liquefaction, and impacts would be less than significant. The Project site and areas immediately surrounding the Project site do not contain steep slopes capable of producing landslide hazards that could affect future development on site, and there are no components of the proposed Project that would result in the potential for landslide hazards; thus, impacts would be less than significant.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold b: Approximately 87.2 percent of the Project site contains soils that have a	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
slight susceptibility to erosion, while the remaining 12.8 percent of the Project site contains soils that have a moderate susceptibility to erosion. However, the Project would not result in substantial soil erosion or loss of topsoil as the Project would implement the recommendations provided in the Project's Geotechnical Investigation to reduce soil erosion and the potential for water and/or wind erosion impacts to soils during Project construction would be reduced to less than significant levels. Additionally, the Project Applicant would be required to obtain an NPDES permit for construction activities and adhere to a Stormwater Pollution Prevention Plan (SWPPP) and the City's Stormwater Management Plan (SWMP), as well as the PMC, and AVAQMD Rule 403. With mandatory compliance to these regulatory requirements, the potential for water and wind erosion impacts during construction would be less than significant. Following development, wind and water erosion on the Project site would be minimized, because the areas disturbed during construction would be landscaped or covered with impervious surfaces and drainage would be controlled through a storm drain system. Furthermore, because all runoff generated on-site would be retained on site and allowed to infiltrate into site soils, the Project has no potential to result in or contribute to erosion hazards downstream. Impacts would be less than significant.					
Threshold c: The Project site and surrounding areas exhibit little topographic variation, indicating that the potential for	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
landslide hazards is low. Additionally, the Project would not involve the creation of any large slopes that would have the potential to result in landslide hazards. Accordingly, no impact due to landslide hazards would occur. Due to the lack of potential liquefaction hazards on site and the geotechnical conditions of the Project site, the potential for lateral spreading and subsidence is considered low, resulting in less than significant impacts. The results of laboratory testing indicate that the near-surface soils within the upper approximately 5 to 6 feet possess a slight to moderate potential for collapse when exposed to moisture infiltration. However, mandatory compliance with the CBSC, the City Building Code, and the recommendations of the site-specific Geotechnical Investigation would ensure that potential effects associated with collapse would be less than significant. In addition, based on the lack of a historic high ground water table within the upper approximately 50 feet of the ground surface, and the mapping performed by the CGS, SCG concludes that the Project would not be subject to seismic-related ground failure, including liquefaction, and impacts would be less than significant.					
Threshold d: Laboratory testing performed on a representative sample of the near surface soils indicates that these materials are non-expansive, with an Expansion Index (EI) of 0. Therefore, the Project would not be located on expansive soil, as defined in Section 1803.5.3. of the California Building Code (2022) and would	No mitigation is required.	N/A	N/A	N/A	No Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
not create substantial direct or indirect risks to life or property, and no impact would occur.					
Threshold e: Sewer service to the proposed Project is owned and maintained by the City of Palmdale Public Works, Sewer Maintenance Division (COPSM). Connection plans for the proposed Project would be reviewed and approved by the City of Palmdale Engineering Division, and no septic tanks or alternative wastewater disposal systems are proposed or allowed as part of the Project. Accordingly, no impact related to septic systems would occur. Wastewater produced by the Project would be conveyed via the new sewer laterals to the City's collection and conveyance system to be treated at the LACSD No. 14's Lancaster Water Reclamation Plant.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold f: The presence of documented Pleistocene fossil localities in the vicinity of the Project site at a depth of four feet and less combined with the lack of mapped exposures of Pleistocene sediments within the Project area would give surficial sediments (Qa) an "Undetermined Sensitivity." Excavations may impact Pleistocene deposits of Qa, which should be treated as "High Sensitivity." As such, ground-disturbing activities conducted in previously undisturbed portions of the Project site may result in significant impacts to previously undiscovered paleontological resources, such as destruction, damage, or loss of scientifically important paleontological resources. This is evaluated as a potentially significant	**GEO MM-1** Prior to the issuance of grading permits, the Project Applicant shall retain a qualified paleontologist approved by the City to create and implement a Project-specific plan for monitoring site grading/earthmoving activities (Project paleontologist). The Project paleontologist retained shall review the approved development plan and grading plan and conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resources Mitigation and Monitoring Plan (PRMMP). The PRMMP shall describe the monitoring levels required during excavations, and the location of areas deemed to have a high paleontological resource potential. This PRMMP shall be submitted to the City for approval prior to issuance of a grading permit. Requirements to be included in the PRMMP are as follows:	Project Applicant; qualified paleontologist approved by the City; Construction Contractor(s); all field personnel	City of Palmdale or its designee	Prior to the issuance of grading permits	Less than Significant with Mitigation Incorporated

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
impact for which mitigation would be required.	• Worker's Environmental Awareness Program. Prior to the start of the proposed Project activities, the PRMMP shall require that all field personnel shall receive a worker's environmental awareness training on paleontological resources. The training shall provide a description of the laws and ordinances protecting fossil resources, the types of fossil resources that may be encountered in the Project area, the role of the Project paleontologist, outline steps to follow in the event that a fossil discovery is made and provide contact information for the Project paleontologist. The training shall be developed by the Project paleontologist and can be delivered concurrent with other training including cultural, biological, safety, etc. • Paleontological Mitigation Monitoring. The PRMMP shall describe the monitoring levels required during excavations, and the location of areas deemed to have a high paleontological resource potential. Monitoring shall entail the visual inspection of excavated or graded areas and trench sidewalls. If the Project paleontologist determines full-time monitoring is no longer warranted, based on the geologic conditions at depth, he/she/they may recommend that monitoring be reduced or cease entirely. • Fossil Discoveries. If a paleontological resource is discovered, the Project paleontologist shall have the authority to temporarily divert the construction equipment around the find until it is assessed for scientific significance and, if				

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	appropriate, collected. If the resource is determined to be of scientific significance, the Project paleontologist shall complete the following: ○ *Salvage of Fossils*. If fossils are discovered, all work in the immediate vicinity shall be halted to allow the Project paleontologist to evaluate the discovery and determine if the fossil may be considered significant. If the fossils are determined to be potentially significant, the Project paleontologist shall recover them following standard field procedures for collecting paleontological as outlined in the PRMMP prepared for the Project. The Project paleontologist shall have the authority to temporarily direct, divert or halt construction activity to ensure that the fossil(s) can be removed in a safe and timely manner. ○ *Fossil Preparation and Curation*. The PRMMP shall identify the museum that has agreed to accept fossils that may be discovered during Project-related excavations. Upon completion of fieldwork, all significant fossils collected shall be prepared in a properly equipped laboratory to a point ready for curation. Preparation may include the removal of excess matrix from fossil materials and stabilizing or repairing specimens. During preparation and inventory, the fossil specimens shall be identified to the lowest taxonomic level practical prior to curation at an				

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	accredited museum. The fossil specimens shall be delivered to the accredited museum or repository no later than 90 days after all fieldwork is completed. The cost of curation shall be assessed by the repository and shall be the responsibility of the Project Applicant. • Final Paleontological Mitigation Report. Upon completion of ground-disturbing activities (and curation of fossils if necessary), the Project paleontologist shall prepare a final mitigation and monitoring report outlining the results of the mitigation and monitoring program. The report shall include discussion of the location, duration and methods of the monitoring, stratigraphic sections, any recovered fossils, and the scientific significance of those fossils, and where fossils were curated.				
	GEO RR-1 Prior to issuance of grading or building permits, the City of Palmdale Building and Safety Division shall verify that all of the recommendations provided in the Project's Geotechnical Investigation prepared by Southern California Geotechnical and included as Technical Appendix F1 to the Project's EIR, are incorporated into the Project's grading and building plans and implemented by the construction contractors. Recommendations are made for, but are not limited to: 1) Seismic Design Considerations; 2) Geotechnical Design Considerations: all grading activities shall be completed in accordance with the Grading Guide Specifications included as Appendix D of the Geotechnical Investigation; 3) Site Grading Recommendations; 4) Construction Considerations; 5) Foundation Design and Construction; 6) Floor Slab	Project Applicant	City of Palmdale Building and Safety Division	Prior to issuance of grading or building permits	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	Design and Construction; 7) Retaining Wall Design and Construction; and 8) Pavement Design Parameters.				
	GEO RR-2 The Project is required to comply with the provisions of PMC Chapter 8.04, Adoption of Health, Safety and Technical Construction Codes which generally require that all projects comply with California Building Codes and the International Building Codes. These codes establish site-specific investigation requirements, construction standards, and inspection procedures to ensure that development does not pose a threat to the health, safety, and welfare of the public, and include requirements related to erosion.	Project Applicant; Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities	
	GEO RR-3 The Project is required to comply with the provisions of AVAQMD Rule 403 by addressing blowing dust from the Project's construction activities.	Project Applicant; Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities	
	GEO RR-4 The Project is required to comply with the provisions of the Project's NPDES permit, the Project's SWPPP as well as the City's SWMP. Compliance would identify and implement an effective combination of erosion control and sediment control measures (i.e., Best Management Practices) to reduce or eliminate discharge to surface water from stormwater and non-stormwater discharges.	Project Applicant; Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
4.7 Greenhouse Gas Emissions					
Summary of Impacts					
Threshold a: The Project would generate approximately 40,288.20 $MTCO_2e$/yr from construction and operational activities in Phase I, 109,009.41 MTCO2e/yr from construction and operational activities in Phases II - IV, and 149,297.79 $MTCO_2e$/yr, from construction and operational activities	**AIR MM-3** through **AIR MM-5** shall apply.				Significant Unavoidable Cumulatively-Considerable Impact
	GHG DF-1 Water Conservation. To reduce water demands and associated energy use, the Project is required to implement a Water Conservation Strategy	Project Applicant; Construction	City of Palmdale or its designee	During Project construction activities and during operation of the Project;	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
at Project buildout, which is above the SCAQMD screening threshold of 3,000 $MTCO_2e$ per year. Accordingly, prior to mitigation, the Project's GHG emissions represent a significant cumulatively-considerable impact on the environment. As shown on Table 4.7-5, Project GHG Emissions Summary (With Mitigation), after implementation of feasible mitigation, greenhouse gas (GHG) emissions resulting from Phase I of the Project are calculated to be 39,953.73 $MTCO_2e$/yr and GHG emissions from Phases II - IV of the Project are calculated to be 108,240.42 $MTCO_2e$/yr. Project Buildout emissions are estimated to be 148,194.15 $MTCO_2e$/yr beginning in 2032 when the entire Project is completed and becomes operational. Thus, the proposed Project's GHG emissions would exceed the SCAQMD screening threshold of 3,000 $MTCO_2e$ per year. Because the majority (89 percent) of the Project GHG emissions would be generated by Project-related vehicular sources that are outside of the City's regulatory authority to control and enforce, the Project cannot feasibly achieve the SCAQMD 3,000 $MTCO_2e$ per year threshold. Because responsibility and authority for regulation of vehicular-source emissions resides with the State of California (CARB, et al.), neither the Applicant nor the Lead Agency can affect or mandate substantial reductions in vehicular-source GHG emissions, much less reductions that would achieve the SCAQMD's 3,000 $MTCO_2e$ per year	and demonstrate a minimum 20 percent reduction in indoor and outdoor water usage when compared to baseline water demand (total expected water demand without implementation of the Water Conservation Strategy). Prior to the issuance of building permits for the Project, the Project applicant shall provide building plans that include the following water conservation measures: a) Install low-water use appliances and fixtures b) Restrict the use of water for cleaning outdoor surfaces and prohibit systems that apply water to non-vegetated surfaces c) Implement water-sensitive urban design practices in new construction d) Install rainwater collection systems where feasible	Contractor(s); Future Building Tenant(s)		Prior to issuance of building permits	
	GHG DF-2 Solid Waste Reduction. To reduce the amount of waste disposed at landfills, a 75 percent waste diversion program shall be implemented during Project construction. Prior to the issuance of building permits, the City shall verify that building plans contain the following solid waste reduction measure requirements: a) Provide storage areas for recyclables, as well as for green waste and food waste storage, if a pick-up service is available. b) Compost on site if feasible.	Project Applicant; Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during Project operation; Prior to issuance of building permits	
	GHG DF-3 Cargo handling equipment shall be non-diesel. If more than one piece of cargo handling equipment is required by the building user, the equipment shall be zero-emission.	Building Tenant(s)	City of Palmdale or its designee	During operation of the Project	
	GHG RR-1 The Project is required to comply with the PMC Chapter 14.05, Water Efficient Landscape. Efficient water use lowers GHG emissions by	Project Applicant; Construction	City of Palmdale or its designee	During Project construction activities and during operation of the Project	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
threshold. In effect, all Project traffic would need to be eliminated or be "zero GHG emissions sources" to achieve the SCAQMD's numeric threshold. There are no feasible means to or alternatives to eliminate all Project traffic, or to ensure that Project traffic would be zero GHG emissions sources. In terms of its practical application, this would constitute a "no build" condition. On this basis, even with implementation of applicable Project Design Features and Mitigation Measures AIR MM-1 through AIR MM-5, the Project would generate direct or indirect GHG emissions that would result in a significant impact on the environment. This is a significant and unavoidable impact.	reducing the consumption of energy resource required to treat and deliver water. **GHG RR-2** The Project is required to directly or indirectly comply with all applicable GHG reduction mandates imposed by the State of California and the AVAQMD. Those that are applicable to the Project either directly or indirectly and that would reduce GHG emissions are: a) Pavley Fuel Efficiency Standards (AB 1493). Establishes fuel efficiency ratings for new vehicles. b) Title 24 California Code of Regulations (California Building Code). Establishes energy efficiency requirements for new construction. c) Title 20 California Code of Regulations (Appliance Energy Efficiency Standards). Establishes energy efficiency requirements for appliances. d) Title 17 California Code of Regulations (Low Carbon Fuel Standard). Regulates the carbon content of fuel sold in California. e) Statewide Retail Provider Emissions Performance Standards (SB 1368). Requires energy generators to achieve performance standards for GHG emissions. **f)** Renewable Portfolio Standards (SB 1078). Requires electric corporations to increase the amount of energy obtained from eligible renewable energy resources.	Contractor(s); Building Tenant(s) Project Applicant; Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee; AVAQMD	During Project construction activities and during operation of the Project	
Threshold b: The Project would not conflict with any of the CARB Scoping Plan elements as any regulations adopted would apply directly or indirectly to the Project. Additionally, the Project would not conflict with the GHG reduction goals of the City's	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
General Plan, and impacts would therefore be less than significant. The Project's mitigation measures, design features, and regulatory requirements specified below in Subsection 4.7.7 and 4.7.8 would further ensure that the Project does not conflict with the GHG reduction policies of the City's General Plan. Impacts would be less than significant.					
4.8 Hazards and Hazardous Materials					
Summary of Impacts					
Thresholds a and b: With mandatory compliance with applicable hazardous materials regulations, the Project would result in less than significant impacts due to the creation of a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials during the construction phase. Additionally, with mandatory regulatory compliance, potential hazardous materials impacts associated with long-term operation of the Project would be less than significant; thus no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
	HAZ RR 4-1 All construction contractors are required to comply with all applicable regulations and requirements promulgated by the federal Occupational Safety and Health Administration (OSHA).	Construction Contractor(s)	City of Palmdale or its designee	During Project construction activities	
	HAZ RR 4-2 The Project is required to comply with Title 22, Division 4.5 of the California Code of Regulations, which requires residents and employees to dispose of household hazardous waste, including pesticides, batteries, old paint, solvents, used oil, antifreeze, and other chemicals, at a Household Hazardous Waste Collection Facility.	Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	HAZ RR 4-3 The Project is required to comply with Title 22, Division 4.5, Chapter 11 of the California Code of Regulations which requires fluorescent lamps, batteries, and mercury thermostats be recycled or taken to a Household Hazardous Waste Collection Facility.	Construction Contractor(s); Building Tenant(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	HAZ RR 4-4 In accordance with the California Accidental Release Prevention (CalARP) program, if any businesses occupies the Project site that handles more than a specific threshold quantity of a regulated	Building Tenant(s)	Unified Program Agencies (UPAs), such as the Los Angeles	If any businesses occupies the Project site that handles more than a specific threshold quantity of a	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	substance listed in the CalARP regulations, the business is required to prepare a Risk Management Plan (RMP) detailing the potential accident factors present and the measures that will be implemented to reduce accident potential. The RMP must include, but not be limited to, safety information, a hazard review, operating procedures, training requirements, maintenance requirements, compliance audits, and incident investigation procedures. The CalARP program requirements are implemented and enforced at the local government level by Unified Program Agencies (UPAs), such as the Los Angeles County Fire Department. The UPAs determine the level of detail needed in the RMPs, review the RMPs, conduct facility inspections, and provide public access to most of the relevant information.		County Fire Department	regulated substance listed in the CalARP regulations; During occupation of the building	
Threshold c: Because there are no existing schools located within 0.25-mile of the Project site, there is no potential for the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. Therefore, no impact would occur.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold d: Because the Project site is not located on any list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, no impact would occur and no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold e: Because the Project's would be consistent with the FAA, the ALUC, and the AICUZ Final Report, implementation of the Project would not result in a safety hazard or excessive noise for people residing or working in the Project area; therefore, impacts would be less than significant.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
Threshold f: The Project site does not contain any emergency facilities nor does it serve as an emergency evacuation route, and there are no components of the Project with the potential to conflict with or interfere with the City's Emergency Operation Plan (EOP). Accordingly, implementation of the proposed Project would not impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan. Therefore, impacts would be less than significant and no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold g: Because the Project site is not located in close proximity to wildlands or areas with high fire hazards, development of the Project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires significant wildfire risk.	No mitigation is required.	N/A	N/A	N/A	No Impact
4.9 Hydrology and Water Quality					
Summary of Impacts					
Threshold a: As required by the National Pollutant Discharge Elimination System (NPDES) permit, an approved Stormwater Pollution Prevention Plan (SWPPP) would be implemented during construction activities; therefore, impacts to water quality during construction would be less than significant. Under long-term operation, the Project would not discharge any surface waters from the Project site, and	No mitigation is required. **HYDRO RR-1** As required by the provisions of the NPDES permit, the Project Applicant would be required to obtain an NPDES permit for construction activities, which includes the preparation and implementation of a Stormwater Pollution Prevention Plan. The Project's construction contractors will be required to follow the requirements outlined in the SWPPP. Compliance with the NPDES permit and the	N/A Project Applicant; Construction Contractor(s)	N/A Regional Water Quality Control Board (RWQCB)	N/A During Project construction activities	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
the proposed aboveground infiltration basin would address erosion and other water quality pollutants of concern. As such, the Project has no potential to violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface water quality under long-term operational conditions. Impacts would be less than significant.	SWPPP would identify and implement an effective combination of erosion control and sediment control measures (i.e., Best Management Practices) to reduce or eliminate discharge to surface water from storm water and non-stormwater discharges during construction activities.				
Threshold b: The Project would be served with potable water by Los Angeles County Waterworks District (LACWD) District 40, and the Project would not involve direct groundwater extraction via existing or proposed groundwater wells. Because the Project's proposed land uses are accounted for by the LACWD 2020 Urban Water Management Plan (UWMP), and because the UWMP demonstrates that the LACWD would have sufficient supply to meet projected demand through 2045, it is concluded that the LACWD would have sufficient water supply available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years. Thus, the Project would not result in a decrease in groundwater supplies that may impede sustainable groundwater management of the basin. In addition, because all runoff generated on the Project site would infiltrate into the groundwater table, the Project would not interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin. Impacts would be less than significant.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
Threshold c: The Project Applicant would be required to obtain an NPDES permit, which involves the preparation and implementation of a SWPPP to address erosion and siltation hazards during Project construction. The potential for erosion hazards on site would be substantially decreased as compared to existing conditions with build-out of the Project site. The Project has no potential to contribute runoff to off-site areas that may increase erosion hazards off-site. The Project has no potential to substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site, and no impact would occur. Additionally, the Project has no potential to exceed the capacity of any existing or proposed stormwater drainage systems, and no impact would occur. Furthermore, the Project would not impede or redirect flood flows, and impacts would be less than significant.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold d: The Project site is not subject to inundation by flood hazards, seiches, or tsunamis. As such, the Project has no potential to risk release of pollutants due to site inundation. Therefore, no impact would occur as result of implementation of the Project.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold e: The Antelope Valley Groundwater Basin is exempt from the requirements of the Sustainable Groundwater Management Act (SGMA), Los Angeles County Water District (LACWD) District 40 has not adopted a groundwater management plan, and no regional groundwater management plan	No mitigation is required.	N/A	N/A	N/A	No Impact

Threshold	Mitigation Measures (MM) Design Features (DF) and Regulatory Requirements (RR)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
currently exists for the Antelope Valley Groundwater Basin. As such, the Project has no potential to conflict with or obstruct implementation of a sustainable groundwater management plan, and no impact would occur. Furthermore, the Project has no potential to conflict with or obstruct implementation of a water quality control plan. Therefore, no impact would occur as result of implementation of the Project.					
4.10 Land Use and Planning					
Summary of Impacts					
Threshold a: The Project would not disrupt or divide the physical arrangement of an established community. Impacts would be less than significant.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold b: Implementation of the Project would be consistent with Federal Aviation Administration (FAA) regulations, the Los Angeles County Airport Land Use Plan (ALUP), and the USAF Plant 42 Air Installation Compatible Use Zone (AICUZ) Final Report. The Project would not conflict with any SCAG Connect SoCal goals. With approval of General Plan Amendment (GPA) 22-001 and Specific Plan (SP) 22-001, the Project would be fully consistent with the City's General Plan. Finally, the Project would not conflict with the Palmdale Municipal Code (PMC) or any other land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Additionally, there are no impacts due to land use incompatibility that have not already been evaluated and mitigated to the					Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
maximum feasible extent in other relevant sections of this EIR.					
4.11 Noise					
Summary of Impacts					
Threshold a: Noise levels generated by short-term construction of the Project would be less than significant at the nearest receptors. On-site operational noise levels would be less than significant at the nearest receptors. In addition, the off-site traffic noise levels generated by the Project would be less than significant. Therefore, the Project would not generate substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. Impacts would be less than significant and no mitigation is required.	No mitigation is required. **NOI RR-1** All construction activities shall adhere to PMC Section 8.28.030, limiting construction-activities to the hours of 6:00 AM and 6:00 PM, prohibiting earth excavating and similar activities between 8:00 PM and 6:30 AM and on Sundays in any residential zone or within 500 feet of any residence, hotel, motel, or recreational vehicle park. This requirement shall be noted on all grading and building plans and in bid documents issued to construction contractors.	N/A Project Applicant; Construction Contractor(s)	N/A City of Palmdale or its designee	N/A During Project construction activities	Less than Significant Impact
Threshold b: The vibration impacts of the Project are considered less than significant during typical construction activities at the Project site. Vibration levels reported at the receiver locations are unlikely to be sustained during the entire construction period but would occur only during the times that heavy construction equipment is operating adjacent to the Project site perimeter. Therefore, the construction and operational activities of the Project would not result in a perceptible groundborne vibration or noise that exceeds thresholds of significance. Impacts would be less than significant and no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold c: Although the Project site is located within the AIA, the Project's	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
industrial and commercial land uses are considered normally acceptable within the AIA; therefore, because the Project would not expose people residing or working in the Project area to excessive noise levels related to a private airstrip, airport land use plan or public airport our public use airport, impacts would be less than significant and no mitigation is required.					
4.12 Public Services					
Summary of Impacts					
Threshold a.i: The Project would place demand on fire protection services but would not result in the need for new or physically altered fire protection facilities. No impact would occur.	No mitigation is required. **PS RR-1** As a condition of Project approval, the proposed Project shall conform to all mandatory local, State, and federal laws, ordinances, and standards relating to fire safety. Among other items, these requirements include conformance with the Uniform Building Code Section 1503, which requires that all buildings be constructed with fire retardant roofing material. Access routes in the Project area would be required to be maintained throughout construction and buildout of the proposed Project. **PS RR- 2** The Project shall adhere to PMC Chapter 3.45, Public Facility Development Impact Fee Requirements, which requires payment of a Development Impact Fee to assist the City in providing for fire protection facilities, including fire stations; providing for police protection facilities; and providing for other public services and facilities. Payment of the Development Impact Fees would ensure that funds are available for capital improvements, such as land/equipment purchases and fire station construction.	N/A Project Applicant, Construction Contractors; Building Tenants Project Applicant	N/A City of Palmdale or its designee City of Palmdale or its designee	N/A During Project construction activities and during operation of the Project Prior to issuance of building permits	No Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	PS RR-3 Prior to issuance of occupancy permits, the Project Applicant shall contribute appropriate school impact fees to the Palmdale School District (PSD), the Lancaster School District (LSD), and the Antelope Valley Unified School District (AVUHSD) at the rates established by the PSD, the LSD, and the AVUHSD, as required by Public Education Code § 17072.10-18.	Project Applicant	City of Palmdale or its designee	Prior to issuance of occupancy permits	
Threshold a.ii: The Project would place demand on sheriff's services but would not result in the need for new or physically altered sheriff station facilities. No impact would occur.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold a.iii: The Project would not directly generate a residential population, and thus would not directly or indirectly impact school services in the local area or cause the need for new or physically altered school facilities. No impact would occur.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold a.iv: The Project does not propose any residential uses or other land use that may directly or indirectly generate a population that would increase the use of existing neighborhood and regional parks or other recreational facilities such that they would experience physical change or cause the need to construct or physically alter a park or other recreation facility. However, the Project's workforce may utilize park facilities during their lunch hour or workday breaks, therefore, although the Project as well as other development projects in the area would be required to pay Development Impact fees, impacts are deemed to be less than significant.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold a.v: The Project would not directly generate a residential population, and thus would not directly or indirectly impact other public facilities in the local	No mitigation is required.	N/A	N/A	N/A	No Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
area such that they would experience physical change or cause the need to construct or physically alter a public facility. No impact would occur.					
4.13 Transportation					
Summary of Impacts					
Threshold a: The Project is consistent with the RTP/SCS, the City's General Plan, including the goals and policies of the General Plan Circulation and Mobility Element, and also would be required to comply with all applicable requirements of the PMC. As there are no other applicable programs, plans, ordinances, or policies addressing the circulation system, Project impacts due to a conflict with a program, plan, ordinance or policy addressing the circulation system would be less than significant.	No mitigation is required.	N/A	N/A	N/A	No mitigation is required.
Threshold b: Both Phase I and Buildout of the Project-generated VMT per employee were determined to be 32.0 percent above the County's currently adopted impact threshold of 13.6 percent below Baseline VMT for Los Angeles County as a whole. As such, the Project's impacts due to VMT would be significant on both a direct and cumulatively considerable basis. The Project would have a significant and unavoidable vehicle miles traveled (VMT) impact. Because the future building tenants are not known for the Project, the effectiveness of any potential commute trip reduction measure may be limited. In addition to specific tenancy considerations, locational context is also a major factor	**TRN MM-1** The Project Applicant shall submit a Transportation Demand Management (TDM) plan prepared by a qualified transportation consultant acceptable by the City to reduce the Project's vehicle miles traveled. The TDM plan shall be approved by the City prior to the issuance of the first industrial building occupancy permit. The TDM plan shall apply to industrial building Project tenant(s) through tenant leases. The TDM plan shall discourage single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking. Examples of trip reduction measures may include, but are not limited to: a) Transit passes b) Car-sharing programs c) Telecommuting and alternative work schedules	Project Applicant	City of Palmdale or its designee	Prior to issuance of the first industrial building occupancy permit	

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
relevant to the potential application and effectiveness of Transportation Demand Management (TDM) measures. A project may only realize a quantifiable reduction in commute VMT under the most favorable circumstances and ideal local conditions when implementing trip reduction measures. In practical terms, ideal conditions are rarely realized due to variables such as locational context limitations (i.e., non-urban areas). Additionally, to achieve ideal conditions a project must achieve 100 percent employee participation, and maximum employee eligibility, which are not generally expected. This is even more difficult to presume since future building tenants are not known at this time. Although the Project would be subject to compliance with Mitigation Measure TRN MM-1, which would reduce the Project's VMT, the effectiveness of commute trip reduction measures such as those listed in Mitigation Measure TRN MM-1 cannot be guaranteed to reduce Project VMT to a level of less than significant. No additional feasible mitigation measures are available to measurable reduce the Project's VMT. Therefore, the Project's VMT impacts are considered significant and unavoidable.	d) Ride sharing programs Although not required to reduce transportation impacts, the following mitigation would further ensure that the Project's traffic construction-related activities occur in compliance with the applicable standards and requirements as disclosed in this Section and in the Project's Traffic Impact Analysis (*Technical Appendix L1*). **TRN MM-2** Prior to each phase of construction, the Project Applicant shall provide a Construction Management Plan to the City to further ensure that a) adequate emergency access is required to be maintained during construction of the Project in accordance with City and Fire Department requirements, and b) all proposed improvements within the public right-of-way shall be installed in conformance with City design standards and project construction activities that would occur in the public right-of-way shall adhere to the applicable construction control practices that are specified in the State of California Department of Transportation Construction Manual and the California Manual on Uniform Traffic Control Devices, to minimize potential safety hazards				
Threshold c: With mandatory compliance with City roadway and private driveway design standards, the Project would not substantially increase hazards due to a geometric design feature. Additionally, due to the short distance between the Project site and the designated truck routes, the Project	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
would not result in increased hazards to transportation as a result of incompatible uses.					
Threshold d: Adequate emergency access is required to be maintained during both construction and long-term operation of the Project, in accordance with City and Fire Department requirements. Accordingly, the Project would not result in inadequate emergency access, and impacts would be less than significant.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
4.14 Tribal Cultural Resources					
Summary of Impacts					
Threshold a: The Project site does not contain any known TCRs. If TCRs are unearthed during the Project's excavation activities, a potentially significant impact could occur if the resources are not properly identified and treated. Implementation of Mitigation Measures CUL MM-1 through CUL MM-4 and CUL RR-1 would ensure the proper identification and subsequent treatment of any TCRs that may be encountered during ground-disturbing activities associated with Project construction. With implementation of the required mitigation, the Project's potential impacts to important subsurface TCRs (if such resources are unearthed during Project construction) would be reduced to less than significant levels.	**CUL MM-1** through **CUL MM-4**, and **CUL RR-1** shall apply.	N/A	N/A	N/A	Less than Significant with Mitigation Incorporated
4.15 Utilities and Service Systems					
Summary of Impacts					
Threshold a: The Project's wet and dry utility infrastructure facilities have been evaluated throughout this EIR under the appropriate subject headings (e.g., air	No mitigation is required. **UTIL RR-1** Project construction contractors are required to comply with the requirements of the	N/A Construction Contractor(s)	N/A City of Palmdale or its designee	N/A During Project construction activities	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
quality, biological resources, etc.). There are no significant environmental impacts that would occur specifically related to the Project's proposed water, sewer, drainage, and dry improvements that have not already been addressed.	California Green Building Standards Code (CalGreen, Part 11 of Title 24, California Code of Regulations), which requires among other items the installation of low water-use appliances and the diversion of a certain amount of construction waste from landfills.				
	UTIL RR -2 The Project design is required to comply with the provisions of the California Solid Waste Reuse and Recycling Act (AB 1327), which requires that an adequate area for collecting and loading recyclable materials over the lifetime of the Project must be provided. The City of Palmdale shall ensure the Project applicant has met this requirement prior to the issuance of building permits.	Project Applicant	City of Palmdale or its designee	Prior to issuance of building permits	
	UTIL RR-3 The Project applicant, construction contractors, and operators, shall comply with all applicable provisions of PMC Chapter 5.52, Solid Waste Handling and Recycling Services.	Project Applicant; Construction Contactor(s); Building Operator(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	UTIL RR-4 The Project applicant, construction contractors, and operators, shall comply with all applicable provisions of PMC Title 13, Sanitary Sewers and Industrial Waste.	Project Applicant; Construction Contactor(s); Building Operator(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
	UTIL RR-5 The Project applicant, construction contractors, and operators, shall comply with all applicable provisions of PMC Chapter 14.05, Water Efficient Landscape.	Project Applicant; Construction Contactor(s); Building Operator(s)	City of Palmdale or its designee	During Project construction activities and during operation of the Project	
Threshold b: Existing water supplies in combination with identified future and potential water supply opportunities and demand reduction responses would enable Los Angeles County Waterworks District (LACWD) District 40 to meet all future water demands under all hydrologic conditions through 2045. Additionally,	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
because the Project's proposed land uses are accounted for by the LACWD 2020 UWMP, and because the UWMP demonstrates that the LACWD would have sufficient supplies to meet projected demands, it is determined that the LACWD will have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years. Thus, Project impacts to water supply would be less than significant.					
Threshold c: The Project's wastewater generation would represent approximately 1.25 percent of the daily design capacity at the Lancaster Water Reclamation Plant (LWRP). Because the Project's individual wastewater treatment capacity need represents only 1.25 percent of the total treatment capacity of the LWRP, impacts due to implementation of the Project would be less than significant.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold d: Solid waste generated by construction and operation of the Project would represent less than one percent of the disposal capacities at landfills that service the area. Existing landfills have a sufficient capacity to accept the Project's solid waste for disposal and the Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Therefore, impacts would be less than significant.	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact
Threshold e: There is no potential for the Project to conflict with applicable federal, State, and local statutes and regulations	No mitigation is required.	N/A	N/A	N/A	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
related to the management and reduction of solid waste and pertaining to waste disposal, reduction, and recycling. Impacts would be less than significant.					
4.16 Wildfire					
Summary of Impacts					
Threshold a: Because the Project site is not located in or near SRAs or lands classified as very high fire severity zones, implementation of the Project would not substantially impair an adopted emergency response plan or an emergency evacuation plan; therefore, no impact would occur and no mitigation is required.	No mitigation is required. **WF DF-1** The proposed structures shall be equipped with an early suppression fast response (ESFR) fire sprinkler system. Installation of the ESFR system shall be assured through City review and approval of building permits. **WF RR-1** Prior to issuance of building permits, the City shall assure that the Project's building plans comply with required fire protection ratings specified in the applicable California Code of Regulations Title 24 requirements.	N/A Project Applicant; Construction Contractor(s) Project Applicant	N/A City of Palmdale or its designee City of Palmdale or its designee	N/A Prior to issuance of building permits Prior to issuance of building permits	No Impact
Threshold b: Because the Project is not located in or near SRAs or lands classified as very high fire severity zones, the Project, due to slope, prevailing winds, and other factors, would not exacerbate wildfire risks, and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. Therefore, no impact would occur and no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold c: The Project is not located in or near SRAs or lands classified as very high fire severity zones. Therefore, due to the lack of wildfire susceptibility in the areas surrounding the Project site, the Project would not require the installation or maintenance of associated infrastructure	No mitigation is required.	N/A	N/A	N/A	No Impact

THRESHOLD	MITIGATION MEASURES (MM) DESIGN FEATURES (DF) AND REGULATORY REQUIREMENTS (RR)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. Accordingly, no impact would occur.					
Threshold d: Because the Project site is not located in or near an SRA or lands classified as very high fire severity zones, the Project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Therefore, no impact would occur and no mitigation is required.	No mitigation is required.	N/A	N/A	N/A	No Impact