



PALMDALE

a place to call home

**CITY COUNCIL MEETING
SUCCESSOR AGENCY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, APRIL 6, 2021
5:00 PM & 7:00 PM
www.cityofpalmdale.org**

WELCOME

EMERGENCY PUBLIC MEETING PROCEDURE DUE TO COVID-19

As a result of the COVID-19 emergency, and resulting orders and direction from the President of the United States, the Governor of the State of California, and the County of Los Angeles Department of Public Health temporary Health Officer Order, effective Tuesday, December 1, 2020, the Palmdale City Council Chamber will be closed to the public, until further notice. Councilmembers may choose to participate via webcast.

How to Observe the Meeting:

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

How to Submit Public Comments through Palmdale eComments on this Agenda:

Note: Public Comments submitted will become part of the official meeting record.

- 1) Click the Agendas & Minutes webpage at <https://cityofpalmdale.org/310/City-Council-Meetings> and find this meeting under Upcoming Events; 2) Click on the eComment button; and 3) Scroll through the agenda to find the agenda item for which you would like to provide a comment and submit your comment; 4) The cut off times are one hour prior to the time listed on the printed agenda (e.g: 6:00 p.m. meeting cut-off is 5:00 p.m.)

2) **VERBAL PUBLIC COMMENT DURING THE MEETING – ZOOM Number: US: +1 669 900 9128 Webinar ID: 970 1871 9522 Passcode: 118496 Webinar attendee <https://zoom.us/j/97018719522?pwd=VEF6MIQ2SUI SR1M5cFhuZS9wZjF1UT09>.**
Verbal comments must be limited to 3 minutes.

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

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

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

1. CALL TO ORDER 5:00 P.M. CLOSED SESSION SPECIAL MEETING.

2. ROLL CALL: MAYOR HOFBAUER, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS CARRILLO, LOA AND BISHOP

3. CLOSED SESSION PUBLIC COMMENTS.

This is the time for public participation. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking.

PLEASE NOTE: A three minute limit is imposed on each speaker.

4. PRESENTATION BY CITY ATTORNEY OF THE FOLLOWING ITEM(S) TO BE DISCUSSED IN CLOSED SESSION:

4.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

CV Communities, et al. v. Antelope Valley-East Kern Water Agency, et al.
Los Angeles County Superior Court Case No. 20STCV10953

This closed session is being held pursuant to the authority of California Government Code Sections 54956.9(a) and 54956.9(d)(1).

4.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (SIX MONTH EVALUATION)

Title: City Attorney

Name: Christopher Beck

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

4.3 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: Number of cases – One.

4.4 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One case.

A point has been reached where, in the opinion of the City on the advice of the City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation against the City. The City believes that the facts and circumstances that might result in litigation against the City are not yet known to a potential plaintiff or plaintiffs.

4.5 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

The reason for holding a closed session is for the purpose of obtaining authorization and direction from the City Council regarding the possible acquisition of property interests in the following property, generally located near 40th Street East and Avenue S-8:

Property Owner: TK Properties, LLC

Property: APNs 3052-006-001 and -002

City Negotiator: Chuck Heffernan, Director of Public Works

This closed session is being held pursuant to the authority of California Government Code Section 54956.8. Closed session is recommended because the City Council will be instructing the negotiator regarding terms and conditions, including price, for the possible purchase of the real property identified above.

5. **ANNOUNCEMENT BY CITY ATTORNEY OF ITEM(S) DISCUSSED IN CLOSED SESSION.**

6. **ADJOURN CLOSED SESSION MEETING.**
7. **CALL TO ORDER 7:00 P.M.**
City Council/Successor Agency.
8. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS.**
9. **PRESENTATIONS:**
 - 9.1 Presentation by City Manager Murphy of the City of Palmdale's Warrior Award to Bruce Roadhouse, Maintenance Services Manager.
 - 9.2 Presentation by Mayor and Council of a Proclamation declaring March 2021 as International Women's Month in the City of Palmdale.
 - 9.3 Presentation by Mayor and Council of a Proclamation declaring April 2021 as Child Abuse Prevention month in the City of Palmdale.
 - 9.4 Presentation by Mayor and Council of a Proclamation declaring April 2021 as Fair Housing Month in the City of Palmdale.
 - 9.5 Presentation by Mayor and Council of a picture of a cute critter that is available for adoption from our Palmdale Animal Care Center.
10. **ROLL CALL:**
MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR BETTENCOURT, COUNCILMEMBERS/DIRECTORS CARRILLO, LOA AND BISHOP
11. **WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S) :**
Staff Recommendation: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting. (Voice Vote - Requires a majority to waive.)
12. **PUBLIC COMMENTS ON CONSENT CALENDAR ITEMS AND NON-AGENDA ITEMS .**
This is the time for public participation. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking.
PLEASE NOTE: A three minute limit is imposed on each speaker.

13. **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.

- 13.1 Receive and file the monthly investment activity reports for February 2021. (Staff Reference: Finance Manager Kang)
- 13.2 Receive and file the Annual Report on Development Impact Fees for fiscal year ended June 30, 2020 and adopt findings to commit funds held in the Littlerock Drainage Fee fund, Fire Facilities fund, and the Sewer Upgrade fund. (Staff Reference: Finance Manger Kang - Presented by Assistant Finance Manager Samson)
- 13.3 Approve the Second Amendment to Engagement Agreement with Michelman & Robinson, LLP for legal services in the amount of \$100,000 for a total contract amount of \$250,000. (Staff Reference: City Attorney Beck)
- 13.4 Adopt Resolution CC 2021-023, a Resolution of the City Council of the City of Palmdale declaring certain parcels of land owned by the City of Palmdale as surplus (APN 3126-022-926; APN 3126-022-927; APN 3126-022-928; and, APN 3126-022-929). (Staff Reference: Director of Economic and Community Development Saxton - Presented by Economic Development Manager Garibay)
- 13.5 Approve Agreement with Southern California Regional Rail Authority (SCRRA) to provide Railroad Design and Review Services associated with PN 797, Rancho Vista Boulevard Widening from 3rd Street East to 8th Street East, in the amount of \$299,100. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
- 13.6 Adopt Resolution No. CC 2021-032, a Resolution of the City Council of the City of Palmdale, authorizing the City Manager and City Attorney to negotiate the terms and conditions of Agreement No. A-7432 with PFMG Solar, A Land Lease Option Agreement for a potential solar project to supply power for EPIC. (Staff Reference: Director of Public Works Heffernan - Presented by Environmental & Technology Manager Lucha)
- 13.7 Approve Agreement for PN 653, The SR-138 (Palmdale Boulevard) Widening Project with Paragon Partners, LTD in the amount of \$178,850. (Staff Reference: Director of Public Works Heffernan - Presented by Senior Civil Engineer Godin)

- 13.8 Approve Agreement with Parsons for engineering design services on PN 653, The SR-138 (Palmdale Boulevard) Widening Project in the amount of \$1,168,092. (Staff Reference: Director of Public Works Heffernan - Presented by Senior Civil Engineer Godin)
- 13.9 Notice of Completion - Accept Completed Capital Project No. 778, Palmdale Transportation Center ADA Upgrade. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
- 13.10 Notice of Completion - Accept Completed Capital Project No. 809, City Hall, City of Palmdale Network Refresh Phase 2. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
- 13.11 Approve the Antelope Valley Watermaster Storage and Recovery Agreement between the City of Palmdale, Antelope Valley-East Kern Water Agency, Palmdale Water District and Los Angeles County Waterworks District No. 40, in association with the Upper Amargosa Creek Flood Control, Recharge and Habitat Restoration Project. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
- 13.12 Approve Agreement with Psomas for construction management services for PN 672, SR 14/Palmdale Boulevard Improvement Project in the amount of \$2,430,149. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
- 13.13 Adopt Resolution No. CC 2021-033, a Resolution of the City Council of the City of Palmdale in support of Women's Rights. (Staff Reference: City Attorney Beck)
- 13.14 Adopt Resolution No. CC 2021-034, a Resolution of the City Council of the City of Palmdale pleading to lead City Personnel, Law Enforcement and other resources to support Local Day Laborers and Field Workers affected by the pandemic and protect them from exploitation and retaliation at work. (Staff Reference: City Attorney Beck)
- 13.15 CC/SA - Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)
CC – February 16, 2021 (6:30 p.m. & 7 :00 p.m.)
CC - February 18, 2021 (2:30 p.m.)
CC - March 2, 2021 (5:00 p.m. & 7:00 p.m.)
CC - March 16, 2021 (6:00 p.m. & 7:00 p.m.)
SA - March 2, 2021 (7:00 p.m.)

14. **NEW BUSINESS:**

- 14.1 Adopt Resolution No. CC 2021-031, a Resolution of the City Council of the City of Palmdale Establishing a Redistricting Committee Pursuant to Elections Code Section 23000. (Staff Reference: Director of Administrative Services Ambrose)

15. **APPOINTMENT(S):**

- 15.1 Approve the Palmdale Recycled Water Authority's nomination for Appointment of the Fifth Public Member. (Staff Reference: City Clerk Smith)
- 15.2 Approve Nominations for Appointments to the Measure AV Oversight Committee. (Staff Reference: City Manager Murphy)

16. **PUBLIC HEARING:**

- 16.1 Public Hearing and Review of Proposed Ordinance No. 1563 for adoption. (Staff Reference: Director of Public Works Heffernan)

ORDINANCE NO. 1563, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE REPEALING AND REPLACING CHAPTER 15.28 OF TITLE 15 OF THE CITY OF PALMDALE MUNICIPAL CODE ENTITLED "FLOODPLAIN MANAGEMENT"

Staff Recommendation: Adopt Ordinance No. 1563. (**Voice Vote** - Requires a majority vote to adopt.)

- 16.2 Public Hearing and Review of Proposed Resolution No. CC 2021-022 for adoption. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

RESOLUTION NO. CC 2021-022, A RESOLUTION OF THE CITY COUNCIL OF PALMDALE REGARDING PROPOSED RESOLUTION OF NECESSITY FOR THE ACQUISITION OF TITLE TO PROPERTY INTERESTS FOR THE AVENUE S-8 AND 40TH STREET EAST ROUNDABOUT PROJECT

Staff Recommendation: Adopt Resolution No. CC 2021-022. (**Voice Vote** - Requires a majority to adopt)

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

17.1 VARIOUS COMMITTEE MEMBERSHIPS.

Attachments: Committee Membership Memos from Councilmember Bettencourt, Councilmember Bishop, and Councilmember Carrillo

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

17.2 MEETINGS ATTENDED AT PUBLIC EXPENSE.

17.3 CITY MANAGER'S REPORT.

18. CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS .

19. ADJOURN meeting to April 20, 2021 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY MANAGER'S OFFICE
FINANCE DIVISION
DISTRICT: ALL
SUBJECT: RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY
REPORTS FOR FEBRUARY 2021.

ISSUE

Receive and file the monthly investment activity reports for February 2021.

RECOMMENDATION

Staff recommends that the City Council accept the monthly investment activity reports for City of Palmdale and Successor Agency for February 2021.

BACKGROUND

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

The monthly and quarterly reports provide a synopsis of the investment activity for the City of Palmdale and Successor Agency. The reports provide information on assets, allocations, average maturities, yields, and book valuations. The interest rates presented are the most current rates available as of the date of this report.

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

DISCUSSION

Compliance with Investment Policy

For February, the invested portfolio amount for the City of Palmdale totaled \$180,749,431, a decrease of \$9,091,455 from the previous month and \$3,510,027 increase in comparison to last year. The decrease in overall portfolio balance from the previous month is a result of one bond maturing and two bonds that were called. One new purchase of US Treasury Bond was made in January 2021.

The par value of Successor Agency's portfolio as of February, was \$12,835,166. The balance decreased by \$1,986,486 from last month due to debt service payments.

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

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

Liquidity

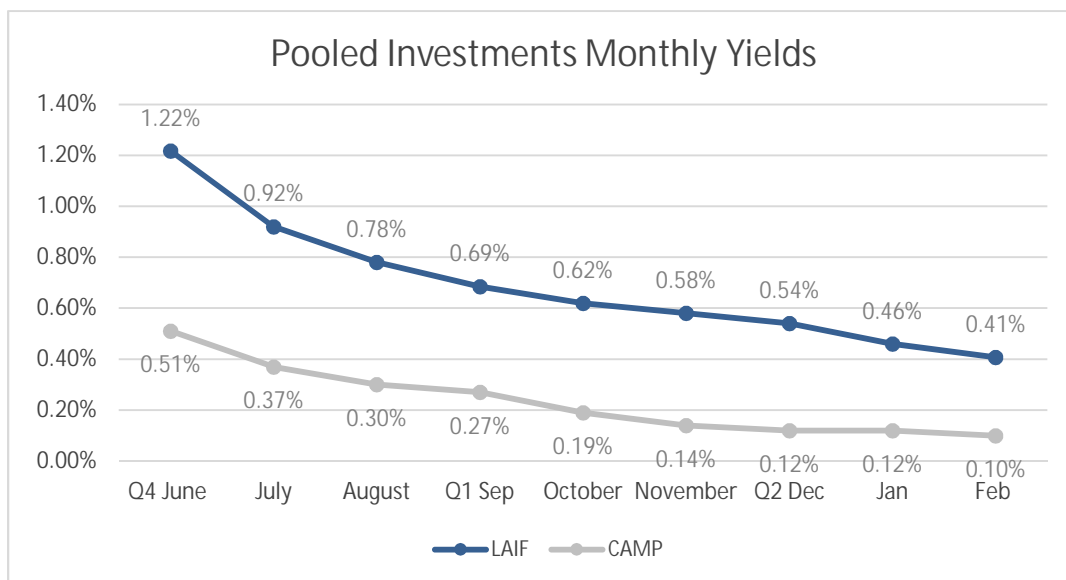
One core approach the Finance Division focuses on, is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Department is currently investing in two pooled funds, LAIF and CAMP. These are intended for the daily operational activities, used for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

Total LAIF balance for the City of Palmdale is \$113,851,097. This is no change from prior month.

Successor Agency LAIF balance at the end of February was \$5,182,016, a 29.6 percent decrease from June, but flat to the prior month. The decrease in balance for the year is due to withdraws to cover monthly expenses and debt service payments.

CAMP's balance for City of Palmdale is \$10,248,123, compared to January's balance of \$10,247,374. Increase in balance is due to the reinvestment of monthly interest received. Due to declining interest rates for CAMP, no additional funds were invested.

The interest rates presented are the most current rates available as of the date of this report. As of February 28, 2021, the interest rates for LAIF and CAMP investments were at .41 percent and .10 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of January were at .46 percent and .12 percent. Both rates have been steadily declining. This time last year, LAIF and CAMP rates were at 1.91 percent and 1.75, respectively.



The chart above shows both the Local Agency Investment Fund and California Management Program's average monthly yields from the beginning of 2020, the graph depicts the prolonged period of declining rates.

We anticipate a further decrease in the upcoming months, considering the economic impacts of COVID. Overall, LAIF shows better performance than CAMP in interest rates. The difference between the performance of the two funds is partly due to the varying pool characteristics. CAMP's portfolio composition is much more subject to market volatility, resulting in performance variation.

Diversity

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

City of Palmdale and Successor Agency's investment portfolios remain strongly diversified. The monthly and quarterly reports include all investments held by both entities and current book values as of February 28, 2021.

In February, there was one security that matured and two securities that were called, resulting in a loss of \$92,205.

It is anticipated that both the City of Palmdale and Successor Agency will have sufficient moneys to meet its expenditure requirements for the next six months as we continue to monitor any financial impact due to the Coronavirus pandemic.

Attached are summaries of the investments on the City of Palmdale and Successor Agency's books as of February 28, 2021.

FISCAL IMPACT

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

STRATEGIC PLAN

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

- B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.
- C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Janelle Samson, Assistant Finance Manager
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENTS

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

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2021
CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
<u>U.S. TREASURY SECURITIES</u>					Yield			
05-07-18	04-15-21	CITY	9128284G2 U.S. Treasury Note		2.38	5,000,000.00	4,968,000.00	5,086,330.00
05-31-17	05-31-21	CITY	912828R77 U.S. Treasury Note		1.38	5,000,000.00	4,946,986.95	5,054,690.00
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00	5,051,650.00	5,388,280.00
01-15-21	05-31-23	CITY	9128284S6 U.S. Treasury Note		0.14	3,000,000.00	3,000,000.00	3,000,000.00
TOTAL U.S. TREASURY SECURITIES						<u>\$ 18,000,000.00</u>	<u>\$ 17,966,636.95</u>	<u>\$ 18,529,300.00</u>
<u>GOVERNMENT AGENCY PAPER</u>								
06-05-19	06-05-23	CITY	3133EKPT7 Fed Farm Credit Bk		2.13	5,000,000.00	5,008,600.00	5,264,435.95
06-10-20	12-15-22	CITY	313GVN87 Freddie Mac		0.40	5,000,000.00	5,000,000.00	5,000,280.10
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00	5,000,000.00	5,001,470.75
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00	2,000,000.00	2,000,000.00
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac Domestic		0.50	\$ 2,000,000.00	2,000,000.00	2,000,000.00
c = callable								
TOTAL GOVERNMENT AGENCY PAPER						<u>\$ 19,000,000.00</u>	<u>\$ 19,008,600.00</u>	<u>\$ 19,266,186.80</u>
<u>CERTIFICATES OF DEPOSIT</u>								
05-16-18	05-17-21	CITY	38148PK97 Goldman Sachs Bank Usa	33124	2.90	245,000.00	245,000.00	250,985.84
06-01-17	06-01-21	CITY	14042RFY2 Capital One NA	4297	2.25	245,000.00	245,000.00	249,761.82
05-11-18	05-11-22	CITY	05580AMR2 Bmw Bank North America	35141	2.95	245,000.00	245,000.00	257,552.09
05-15-18	05-16-22	CITY	86063QAN5 Stifel Bank & Trust	57311	2.85	245,000.00	245,000.00	257,132.40
05-18-18	05-18-22	CITY	29278TBF6 Enerbank Usa	57293	2.95	245,000.00	245,000.00	257,627.30
05-31-17	05-31-22	CITY	02587CFM7 American Express Bk	35328	2.40	245,000.00	245,000.00	254,640.02
06-01-17	05-31-22	CITY	51210SMT1 Lakeside Bank	19573	2.00	245,000.00	245,026.85	253,401.79
05-10-18	05-10-23	CITY	61747MX30 Morgan Stanley Bank Na	32992	3.15	245,000.00	245,000.00	264,858.48
05-11-18	05-11-23	CITY	87164WWF1 Synchrony Bank	27314	3.15	245,000.00	245,000.00	264,875.38
05-11-18	05-11-23	CITY	17312QL23 Citibank Na	7213	3.15	245,000.00	245,000.00	264,875.38
05-15-18	05-15-23	CITY	20033AYE0 Comenity Capital Bank	57570	3.10	245,000.00	245,000.00	264,548.55
TOTAL CERTIFICATES OF DEPOSIT						<u>\$ 2,695,000.00</u>	<u>\$ 2,695,026.85</u>	<u>\$ 2,840,259.05</u>

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2021

CORPORATE NOTES

03-10-20	03-01-23	CITY	30231GAR3 Exxon Mobil	2.73	1,000,000.00	1,045,330.00	1,052,024.89
03-10-20	05-13-22	CITY	037833BF6 Apple Inc	2.70	1,000,000.00	1,039,820.00	1,044,894.60
03-10-20	11-03-22	CITY	594918BH6 Microsoft Corp	2.65	1,000,000.00	1,047,870.00	1,051,523.94
03-10-20	01-13-23	CITY	037833DE7 Apple Inc	2.40	1,000,000.00	1,041,800.00	1,051,978.36
03-10-20	12-14-22	CITY	92826CAC6 VISA Inc	2.80	1,500,000.00	1,572,135.00	1,584,140.90
06-10-20	04-15-23	CITY	30231GBL5 Exxon Mobil Corp	1.75	5,000,000.00	5,000,000.00	5,131,579.15
06-10-20	05-11-23	CITY	166764BV1 Chevron Corp	1.14	2,075,000.00	2,075,000.00	2,110,739.09
08-14-20	08-14-23	CITY	94988J5R4 Wells Fargo Bank	3.55	3,000,000.00	3,000,000.00	3,000,000.00
TOTAL CORPORATE BONDS					<u>\$ 15,575,000.00</u>	<u>\$ 15,821,955.00</u>	<u>\$ 16,026,880.93</u>

STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND

09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	53,899,652.15	53,899,652.15	53,899,652.15
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	59,939,028.96	59,939,028.96	59,939,028.96
TOTAL LAIF ACCOUNTS					<u>\$ 113,838,681.11</u>	<u>\$ 113,838,681.11</u>	<u>\$ 113,838,681.11</u>

CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM

6080-01	n/a	CITY ACCOUNT	6080-01	0.30	10,248,123.11	10,248,123.11	10,248,123.11
TOTAL CAMP ACCOUNTS					<u>\$ 10,248,123.11</u>	<u>\$ 10,248,123.11</u>	<u>\$ 10,248,123.11</u>
TOTAL CITY INVESTMENTS					<u>\$ 179,356,804.22</u>	<u>\$ 179,579,023.02</u>	<u>\$ 180,749,431.00</u>

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2021

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND					
11-20-84	n/a	LIBRARY	16-19-012	0.78	12,415.55
TOTAL LIBRARY INVESTMENTS					\$ 12,415.55

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.01	106.62
05-10-95	n/a	IMPROVEMENT	95421222	0.01	154,925.25
City Held Cash	(Fund 736-114000)	(\$255,885.63)			
TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1					\$ 155,031.87

BOND PROCEEDS

BITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1

Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-06-95	n/a	RESERVE-SEN	95420880	n/a	0.00
04-06-95	n/a	IMPV-ACQUI	95420884	0.01	2,585,147.63
04-06-95	n/a	BOND	95420887	0.00	0.15
City Held Cash	(Fund 738-114000)	(\$1,000,675.82)			
TOTAL BITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1					\$ 2,585,147.78

BOND PROCEEDS

ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1

Fiscal Agent: U.S. Bank National Association (fka First Trust)

08-01-19	n/a	RESERVE	242969003	0.00	724,070.31
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	361,362.97
08-01-19	n/a	SP TAX - REFUNDING BC	242969005	0.01	300.42
City Held Cash	(Fund 734-114000)	\$900,917.97			
TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1					\$ 1,085,733.70

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2021

BOND PROCEEDS

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

Fiscal Agent: U.S. Bank National Association (fka First Trust)

08-02-05	n/a	SPEC TRB SER A/B	790330000	0.01	166,450.30
08-02-05	n/a	RESERVE FUND	790330002	0.01	555,457.60

City Held Cash (Fund 735-114000) \$744,688.56

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

\$ 721,907.90

BOND PROCEEDS

2006-1 Godde Hill Estate Sewer Improvements LOIB

Fiscal Agent: U.S. Bank National Association (fka First Trust)

11-08-06	n/a	REDEMPTION FUND	106844000	0.01	48,239.10
11-08-06	n/a	ADM EXP	106844002	0.01	1,594.27
11-08-06	n/a	RESERVE FUND	106844003	0.01	107,255.46

City Held Cash (Fund 739-114000) \$127,799.09

TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB

\$ 157,088.83

BOND PROCEEDS

2007 \$19.9M COP Power Plant Land Acquisition

Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-12-07	n/a	LEASE PAYMENT	112055000	0.01	13,100.56
04-12-07	n/a	RESERVE FUND	112055001	0.00	1,500,571.25

TOTAL 2007 \$19.9M COP Power Plant Land Acquisition

\$ 1,513,671.81

BOND PROCEEDS

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

Fiscal Agent: U.S. Bank National Association (fka First Trust)

08-23-07	n/a	BOND FUND	117856000	0.01	157,565.85
08-23-07	n/a	RESERVE FUND	117856002	0.01	497,633.47

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

\$ 655,199.32

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2021
FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>2012 PFA \$8.7M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	84,867.51
12-19-12	n/a	INTEREST ACCOUNT	201546001	n/a	0.00
12-19-12	n/a	PRINCIPAL ACCOUNT	201546002	n/a	0.00
TOTAL 2012 PFA \$8.7M LEASE REVENUE BONDS					\$ 84,867.51
<u>2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,512.65
TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW					\$ 2,979,512.65
<u>2015 HA DEBT SERVICE RESERVE</u>					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,058.80
TOTAL 2015 HA DEBT SERVICE RESERVE					\$ 39,058.80
<u>PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND</u>					
05-23-18	n/a	CITY	104790895775	2.60	2,812,034.39
TOTAL PARS PENSION TRUST FUND					\$ 2,812,034.39
BOND PROCEEDS					
<u>2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
09-03-15	n/a	BOND FUND	277067000	0.00	120,513.50
09-03-15	n/a	INTEREST ACCT	277067001	0.01	160.01
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,018.53
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,012,831.15
TOTAL 2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS					\$ 1,414,523.19

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2021

BOND PROCEEDS

2017 PFA \$17.4M LEASE REVENUE BONDS

Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-05-17	n/a	REVENUE FUND	271128000	0.00	1.34
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00

TOTAL 2017 PFA \$17.4M LEASE REVENUE BONDS

\$ 1.34

Total City Held Cash (XXX-114000) \$516,844.17

GRAND TOTAL - FISCAL AGENT CASH

\$ 14,203,779.09

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2021
SUMMARY OF CASH AND INVESTMENTS
Page 1 of 1

Cash on Hand			\$	27,231,031
				(\$1,663,930)
Pooled Cash Investments				(\$8,042,724)
				\$6,185,711
City:	\$	181,791,313		\$0
Insur Fund:		<u>(\$1,041,882)</u>	\$	180,749,431
Library Investments				<u>\$12,416</u>
Subtotal			\$	204,471,934
City/AD/CFD/PCA/PFA/HA				
Fiscal Agent Cash			\$	<u>14,203,779 *</u>
Grand total			\$	<u><u>218,675,713</u></u>

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of February 28, 2021.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF) & CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP)
February 28, 2021

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>CITY ACCOUNT 98-19-620</u>				
Beginning Balance				\$ 53,899,652.15
Subtotal	\$ -	\$ -	\$ -	\$ 53,899,652.15
<u>PCA ACCOUNT 40-19-060</u>				
Beginning Balance				\$ 59,939,028.96
Subtotal	\$ -	\$ -	\$ -	\$ 59,939,028.96
<u>LIBRARY ACCOUNT 16-19-012</u>				
Beginning Balance				\$ 12,415.55
Subtotal	\$ -	\$ -	\$ -	\$ 12,415.55
<u>CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM</u>				
Beginning Balance				\$ 10,247,373.51
02/26/21			\$ 749.60	
Subtotal	\$ -	\$ -	\$ 749.60	\$ 10,248,123.11
Total	\$ -	\$ -	\$ 749.60	\$ 124,099,219.77

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS

POOLED CASH - INVESTMENTS MATURED OR CALLED

February 28, 2021

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

ISSUER	PURCHASE DATE	MATURITY DATE	REDEMPTION DATE	FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
313OADME9 Fed Home Ln Bk	05-10-18	02-08-21	02-08-21	2,000,000.00	\$ 23,750.00	\$ 2,023,750.00	2,026,423.82	(\$26,423.82)
3134GVAQ1 Freddie Mac	02-12-20	02-12-25	02-12-21	5,000,000.00	\$ 43,750.00	\$ 5,043,750.00	5,034,728.30	(\$34,728.30)
3130AHZT3 Federal Home Loan Bank	02-26-20	02-26-24	02-26-21	5,000,000.00	\$ 42,500.00	\$ 5,042,500.00	5,031,052.70	(\$31,052.70)
				<u>\$ 12,000,000.00</u>	<u>\$ 110,000.00</u>	<u>\$ 12,110,000.00</u>	<u>\$ 12,092,204.82</u>	<u>\$ (92,204.82)</u>

Total Number of Transactions: 3

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS

POOLED CASH - INVESTMENTS PURCHASED

February 28, 2021

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
CN = Corporate Notes

ISSUER	PURCHASE DATE	MATURITY DATE	FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield	Next Coupon Amount
UBS Financial Services, Inc.	01-15-21	05-31-23	\$ 3,000,000.00	\$ -	\$ 3,000,000.00	\$ -	\$ 3,000,000.00		

<u>\$ 3,000,000.00</u>	<u>\$ -</u>	<u>\$ 3,000,000.00</u>	<u>\$ -</u>	<u>\$ 3,000,000.00</u>
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Total Number of Transactions:

1

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2021

SUCCESSOR AGENCY POOLED CASH INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND</u>						
09-01-84	n/a	SA ACCOUNT	65-19-035	0.78	5,182,015.96	
TOTAL LAIF ACCOUNTS						<u>\$ 5,182,015.96</u>

FISCAL AGENT CASH

BOND PROCEEDS

CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)

Fiscal Agent: U.S. Bank National Association

08-20-02	n/a	RESERVE FUND	94460700	0.01	527,740.04
08-20-02	n/a	INTEREST ACCT	94460701	0.01	191,289.94
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.01	7,047.50

TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)	<u>\$ 726,077.48</u>
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BOND PROCEEDS

2016 SA \$31.5M Tax Allocation Refunding Bonds Series A

Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-26-16	n/a	DEBT SERVICE	245113000	0.00	1,436,325.00
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00

TOTAL 2016 SA \$31.5M Tax Allocation Refunding Bonds Series A	<u>\$ 1,436,325.00</u>
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GRAND TOTAL - FISCAL AGENT CASH	<u><u>\$2,162,402</u></u>
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SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	\$ 5,490,748
Pooled Cash Investments	\$ 5,182,016
Successor Agency Fiscal Agent Cash	<u>\$2,162,402</u>
Grand total	<u><u>\$ 12,835,166</u></u>

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of February 28, 2021.

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

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
February 28, 2021

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>SA ACCOUNT 65-19-035</u>				
Beginning Balance				\$ 5,182,015.96
Subtotal	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,182,015.96</u>



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY MANAGER'S OFFICE
FINANCE DIVISION
DISTRICT: ALL
SUBJECT: RECEIVE AND FILE THE ANNUAL REPORT ON DEVELOPMENT
IMPACT FEES FOR FISCAL YEAR ENDED JUNE 30, 2020 AND
ADOPT FINDINGS TO COMMIT FUNDS HELD IN THE LITTLEROCK
DRAINAGE FEE FUND, FIRE FACILITIES FUND, AND THE SEWER
UPGRADE FUND.

ISSUE

Receive and file the Annual Report on Development Impact Fees for Fiscal Year Ended June 30, 2020 and adopt findings to commit funds held in the Littlerock Drainage Fee Fund, Fire Facilities Fee Fund, and the Sewer Upgrade Fee Fund.

RECOMMENDATION

Staff recommends that the City Council receive and file the Annual Report on Development Impact Fees for Fiscal Year Ended June 30, 2020 and adopt findings to commit funds held in the Pearland Drainage Fee Fund, Littlerock Drainage Fee Fund, Fire Facilities Fee Fund, and the Sewer Upgrade Fee Fund.

BACKGROUND

Government Code Section 66001 (AB1600) requires the City to review, on an annual basis, the status of collected development impact and mitigation fees. Any fees that remain unexpended and unencumbered for more than five years may be retained if the City Council adopts certain findings which substantiate the need for retaining such funds.

The City of Palmdale is authorized under state law to require development applicants to contribute fees towards the cost of off-site public improvements which are needed as a result of the new development. The fees are charged based upon a pro-rata share of the cost of the new improvements. This report provides information related to the status of these funds for the year ended June 30, 2020.

A public notice was issued on March 22, 2021 to allow public inspection of the Development Impact Fee Report.

DISCUSSION

The attached schedule provides a breakdown of accounts for the year ending June 30, 2020. All the accounts presently maintain positive cash positions and were allocated interest earnings on a pro-rata basis as prescribed by state law. The statute also specifies that the report include the following:

- The amount of each development fee.
- The beginning and ending fund balance for each development fee account.
- The amount of funds expended on each project for the year just ended.
- The amount of developer fees collected and interest earned for the year just ended.
- A description of each interfund transfer or loan made from each development fee account.
- If applicable, the amount of refunds made pursuant to the Government Code Section 66001.

As of June 30, 2020, the Littlerock Drainage Fee Fund, Fire Facilities Fund, and the Sewer Upgrade Fee Fund hold funds that are five years old. Based on this report, \$60,578 of the \$67,253 balance in the Littlerock Drainage Fee Fund, \$2,719,588 of the \$6,640,345 in the Fire Facilities Fee Fund, and \$698,195 of the \$768,078 balance in the Sewer Upgrade Fee Fund have been held for longer than five years. At this time, the City Council can make a finding that these uncommitted funds have a specified purpose and that there is a reasonable relationship between the fee and the purpose for which it was charged. Unless this finding is made, the collected fees will need to be refunded to the current record owner or owners of lots or units of the development project.

The funds being accumulated in the Littlerock Drainage Fund are to be used for several large first priority drainage projects. The funds being accumulated in the Fire Facilities Fee Fund are to be used for fire facility projects. The funds being accumulated in the Sewer Upgrade Fund are to be used for sewer upgrade projects. Presently, there are not funds available to commence any of the projects.

FISCAL IMPACT

Drainage Funds totaling \$60,578 in the Littlerock Drainage Fee Fund are to be held for projects noted in the City of Palmdale Master Plan of Drainage dated August 1996. Funds totaling \$2,719,588 in the Fire Facilities Fee Fund will be held for the benefit of the Consolidated Fire Protection District of the Los Angeles County District to benefit area three within the City of Palmdale for future fire station projects. Funds d totaling \$698,195 in the Sewer Upgrade Fee Fund will be held for projects noted in the Ten Year Capital Improvement Plan.

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, Assistant Finance Manager
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENTS

1. Annual Report on Development Impact Fees for Year Ended June 30, 2020



**City of Palmdale
Annual Report
On
Development Impact Fees
For
Fiscal Year Ended
June 30, 2020**

**Prepared by
Eide Bailly, LLP
Rancho Cucamonga, California
March 8, 2021**



March 8, 2021

Keith Kang, Finance Manager
City of Palmdale
38300 N. Sierra Highway
Palmdale, Ca. 93550

Re: Acceptance of Annual Report on Development Impact Fees and Adopt Findings to Commit Funds Held in the Littlerock Drainage Fee Fund, Fire Facilities Fee Fund and the Sewer Upgrade Fee Fund

Dear Mr. Kang:

The firm of Eide Bailly, LLP, recently completed an analysis of the City's accounting records for completing the City's annual report on development impact fees. This correspondence and accompanying schedules comprises the annual report and should be made available for public inspection.

The City of Palmdale is authorized under state law to require development applicants to contribute fees towards the cost of off-site public improvements which are needed as a result of the new development. The fees are charged based upon a pro-rata share of the cost of the new improvements. This report provides information related to the status of these funds for the year ended June 30, 2020. State law requires the City to provide a public notice that specifies that this report is available for inspection.

Government Code Section 66001 (AB1600) requires the City to review on an annual basis the status of collected development impact and mitigation fees. In the event that any fees remain unexpended and unencumbered for more than five years, the City may retain the fees if the City Council adopts certain findings which substantiate the need for retaining such funds. In the event that the findings are not adopted to support the retention of the funds, the unexpended fees must be returned to the current owner(s) of the subject property.

The attached schedule provides a breakdown of accounts for the year ending June 30, 2020. All the accounts maintaining positive cash positions were allocated interest earnings on a pro-rata basis as prescribed by state law. The statutes also specify that the report include the following:

- The amount of each development fee
- The beginning and ending fund balance for each development fee account
- The amount of funds expended on each project for the year just ended
- The amount of developer fees collected and interest earned for the year just ended
- A description of each interfund transfer or loan made from each development fee account

- If applicable, the amount of refunds made pursuant to the Government Code Section 66001

As of June 30, 2020, the following accounts holds funds that are over five years old:

Littlerock Drainage Fee Fund	\$ 60,578
Fire Facilities Fee Fund	2,719,588
Sewer Upgrade Fee Fund	698,195

At this time, the City Council can make a finding that these uncommitted funds have a specified purpose and that there is a reasonable relationship between the fee and the purpose for which it was charged. Unless this finding is made, the collected fees will need to be refunded to the current record owner or owners of lots or units of the development project.

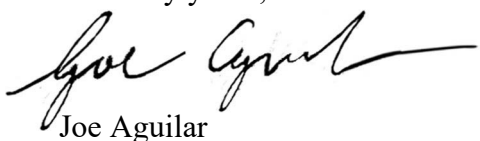
The funds being accumulated in the Littlerock Drainage Fee Fund are to be used for large drainage projects. Funds being accumulated in the Fire Facilities Fee Fund are being accumulated for fire facility projects and the funds being accumulated in the Sewer Upgrade Fee Fund are to be used for large sewer upgrade projects. Presently, there are not funds available to commence the projects. City staff recommends that the City Council specify that the uncommitted funds in the Littlerock Drainage Fee Fund are to be used for the projects noted in the City of Palmdale Master Plan of Drainage dated August 1996. That the uncommitted funds in the Fire Facilities Fee Fund will be held for the benefit of the Consolidated Fire Protection District of Los Angeles County District Area 3 for future fire station projects. And the uncommitted funds held in the Sewer Upgrade Fee Fund will be held for projects noted in the Ten-Year Capital Improvement Plan.

Action To Be Taken By City Council

1. Accept the Annual Report on Development Impact Fees held longer than five years and adopt the following findings.
2. That the Drainage funds held and totaling \$60,578 in the Littlerock Drainage Fee Fund are to be held for projects noted in the City of Palmdale Master Plan of Drainage dated August 1996. That the funds held totaling \$2,719,588 in the Fire Facilities Fee Fund will be held for the benefit of the Consolidated Fire Protection District of the Los Angeles County District Area 3 for future fire station projects. And that the funds totaling \$698,195 in the Sewer Upgrade Fee Fund will be held for projects noted in the Ten-Year Capital Improvement Plan.

Our firm appreciates the assistance and cooperation your City staff extended to us during our work. If you or any City officials have questions regarding this report, I can be contacted at (909) 466-4410.

Sincerely yours,



Joe Aguilar
Of Eide Bailly, LLP

Attachments

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Traffic Impact Fee (Fund 209/221)											
Street Signal Debt Service	\$ 873,619		\$ 873,619								
Ave R 45th St E Traffic Signal	37,220		37,220								
Totals	\$ 910,839	\$ -	\$ 910,839	\$ -	\$ 1,043,865	\$ 63,872	\$ -	\$ -	\$ -	\$ 2,671,244	\$ 2,868,142

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Interest Expense General Fund Advance	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Parks Development Fee (Fund 208/220)												
Playhouse HVAC Upgrade	\$ 6,061			\$ 6,061								
Marie Kerr Park Development	331			331								
Sam Yellen Park	227,338			227,338								
J Davies Hertg Airpark Plant42	10,000			10,000								
Drytown WP-Refurbishment	957,979			957,979								
Massari Renovations	17,958			17,958								
Mcadam Park Restroom Upgrade	23,824			23,824								
Rancho Vista Park	211,649			211,649								
Arnie Quinones Park	27,437			27,437								
Oasis Park Improvements	10,300			10,300								
Mk Park TOT Lot ADA	210,167			210,167								
Drytown WP Lazy River Replastr	555,750			555,750								
Totals	\$ 2,258,794	\$ -	\$ 266,000	\$ 2,258,794	\$ -	\$ 1,778,932	\$ 199,869	\$ -	\$ -	\$ -	\$ 3,146,548	\$ 2,600,555

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Amargosa Drainage Fee (Fund 212/222)											
Drainage Admin	\$ 37,700		\$ 37,700								
Amargosa Creek Upper Rechg	218,604		218,604								
Totals	\$ 256,304	\$ -	\$ 256,304	\$ -	\$ 192,363	\$ 46	\$ -	\$ -	\$ -	\$ 44,733	\$ (19,162)

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Interest Expense Interfund Drainage	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Anaverde Drainage Fee (Fund 213/223)												
Drainage Admin	\$ 6,000			\$ 6,000								
Amargosa Crk Upper Rechg Proj	169,588			169,588								
	<hr/>											
	\$ 175,588	\$ -	\$ 128,466	\$ 175,588	\$ -	\$ 408,418	\$ 18,112	\$ -	\$ -	\$ -	\$ (8,843,197)	\$ (8,720,721)

Note: Ending balance includes the following:
Loan payable due to Pearland Drainage Fund of \$6,636,221.

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Interest Expense Interfund Drainage	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Portal Ridge Drainage Fee (Fund 214/224)												
Drainage Admin	\$ 6,000			\$ 6,000								
Amargosa Crk Upper Rechg Proj	631,287			631,287								
	\$ 637,287	\$ -	\$ -	\$ 637,287	\$ -	\$ -	\$ 2,769	\$ -	\$ -	\$ -	\$ 589,781	\$ (44,737)

City of Palmdale

(AB1600 Development Impact Fees)

Report for Fiscal Year Ended June 30, 2020

Pearland Drainage Fee (Fund 215/225)

\$	6,000	\$	6,000
	40,177		40,177
	28,343		28,343
	24,030		24,030

\$	98,550	\$	-	\$	98,550	\$	-	\$	65,988	\$	135,522	\$	-	\$	-	\$	-	\$	9,805,032	\$	9,907,992
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Note: Ending balance includes loan receivable due from Anaverde Drainage Fund of \$6,636,221.
Note: There is no finding in the Pearland Fund, since the loan reduced the cash balance of the fund.

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Littlerock Drainage Fee (Fund 216/226)											
Drainage Admin	\$ 6,000		\$ 6,000								
	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ -	\$ 1,716	\$ -	\$ -	\$ -	\$ 71,537	\$ 67,253

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Fire Facilities Impact Fee (Fund 217/227)											
City Admin Charges	\$ 49,039		\$ 49,039								
	\$ 49,039	\$ -	\$ 49,039	\$ -	\$ 980,806	\$ 155,473	\$ -	\$ -	\$ -	\$ 5,553,105	\$ 6,640,345

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Sewer Upgrade Impact Fee (Fund 225/228)											
Sewer Upgrd-45th E/Ave R to S	\$ 151,040		\$ 151,040								
	\$ 151,040	\$ -	\$ 151,040	\$ -	\$ 500	\$ 20,066	\$ -	\$ -	\$ -	\$ 898,552	\$ 768,078

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Public Facilities Impact Fee (Fund 247/229)											
City Facilities	\$ 2,100		\$ 2,100								
Library Improvements	27,470		27,470								
	<hr/>										
	\$ 29,570	\$ -	\$ 29,570	\$ -	\$ 466,952	\$ 11,213	\$ -	\$ -	\$ -	\$ 146,149	\$ 594,744
	<hr/>										

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2020

Project	Project Amount Expended	Non AB 1600 Revenue 2019-2020	Total AB1600 Expenditures 2019-2020	Non AB1600 Expenditures 2019-2020	Developer Fees Collected 2019-2020	Interest Income 2019-2020	Other Income 2019-2020	Transfers In	Transfers Out	Beginning Balance 7/1/2019	Ending Balance 6/30/2020
Big Rock Drainage Impact Fee (Fund 230)											
Drainage Admin	\$ 6,000		\$ 6,000								
	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ -	\$ 1,747	\$ -	\$ -	\$ -	\$ 72,769	\$ 68,516



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY ATTORNEY'S OFFICE
DISTRICT: ALL
SUBJECT: APPROVE SECOND AMENDMENT TO ENGAGEMENT AGREEMENT (A-5943) WITH MICHELMAN & ROBINSON, LLP FOR LEGAL SERVICES IN THE AMOUNT OF \$100,000 FOR A TOTAL CONTRACT AMOUNT OF \$250,000

ISSUE

Approve the Second Amendment to Engagement Agreement with Michelman & Robinson, LLP for legal services in the amount of \$100,000 for a total contract amount of \$250,000.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Second Amendment to Engagement Agreement with Michelman & Robinson, LLP for legal services in the amount of \$100,000 for a total contract amount of \$250,000.
2. Authorize the City Manager or his designee to execute the Amendment with Michelman & Robinson, including minimal and/or non-substantive changes.

BACKGROUND

The law firm of Michelman & Robinson, LLP has represented the City since 2017, providing general advice regarding insurance coverage. Last year, Michelman & Robinson took on the City's defense in an insurance coverage lawsuit filed by Special District Risk Management Authority.

DISCUSSION

To address the additional cost associated with the pending litigation, the Second Amendment to the Engagement Agreement will increase the not-to-exceed agreement amount by \$100,000 to \$250,000.

FISCAL IMPACT

The Second Amendment to the Engagement Agreement will increase the not-to-exceed amount of the agreement by \$100,000, however, this amount is not

Report to Mayor and City Council

Re: Second Amendment to Engagement Agreement between the City of Palmdale and
Michelman & Robinson, LLP

April 6, 2021

Page 2

guaranteed. Fees will only be paid to the extent services are provided. Funds for this agreement are currently budgeted in the City Attorney's Office budget accounts.

STRATEGIC PLAN

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

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

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Noel Doran, Assistant City Attorney

Keith Kang, Finance Manager

J.J. Murphy, ICMA-CM, City Manager

Christopher Beck, City Attorney

ATTACHMENTS

Second Amendment with Michelman & Robinson, LLP

**SECOND AMENDMENT TO THE ENGAGEMENT AGREEMENT FOR LEGAL
SERVICES BETWEEN THE CITY OF PALMDALE AND MICHELMAN & ROBINSON,
LLP**

This Second Amendment to the Engagement Agreement (A-5943) for legal services between the City of Palmdale and Michelman & Robinson, LLP ("Amendment"), dated April 6, 2021, is by and between CITY OF PALMDALE, a Municipal Corporation, having a mailing address of 38300 N. Sierra Highway, Palmdale, CA 93550 ("City") and MICHELMAN & ROBINSON, LLP, having a mailing address of 10880 Wilshire Blvd., 19 Floor, Los Angeles, California 90024 ("M&R").

WHEREAS, City and M&R entered into an the Engagement Agreement for legal services between the City of Palmdale and Michelman & Robinson, LLP (Palmdale Agreement A-5943), pursuant to California Business and Professions Code Section 6148 ("Agreement"); and

WHEREAS, City and M&R desire to amend the contract amount of the Agreement to provide for additional services.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The maximum contract amount in Section 2 of the Agreement is increased by \$100,000 for a new, not to exceed amount, of \$250,000.00.

2. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of April 6, 2021.

CITY:

City of Palmdale,
a Municipal Corporation

M&R:

Michelman & Robinson, LLP

By: _____

Steven D. Hofbauer
Mayor

By: _____

Edward Vaisbort
Counsel

Date:

Attest:

By: _____

Shanae S. Smith,
City Clerk

Approved as to form:

By: _____

Christopher Beck
City Attorney



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
ECONOMIC DEVELOPMENT DIVISION
DISTRICT: 2
SUBJECT: ADOPT RESOLUTION CC 2021-023 DECLARING CERTAIN
PARCELS OF LAND OWNED BY THE CITY OF PALMDALE AS
SURPLUS (APN 3126-022-926; APN 3126-022-927; APN 3126-022-
928; and, APN 3126-022-929)

ISSUE

Adopt Resolution CC 2021-023 declaring certain parcels of land owned by the City of Palmdale as surplus.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution CC 2021-023 declaring parcels APN 3126-022-926, APN 3126-022-927, APN 3126-022-928, and APN 3126-022-929 as surplus property; and,
2. Authorize the City Manager or his designee to prepare and execute all necessary documents required by state law related to surplus property.

BACKGROUND

In 2019, Assembly Bill (AB) 1486 amended the Surplus Land Act (SLA) modifying the process local agencies must follow when looking to dispose of surplus land. Generally, the purpose of the amendments is to promote affordable housing development on unused or underutilized public land throughout the state to respond to the affordable housing crisis. Per AB 1486, agencies would need to declare land either “surplus land” or “exempt surplus land” at a public meeting before taking any action to dispose of it. Agencies would then be required to send a written notice of availability (NOA) to entities and agencies outlined in the SLA including the California Department of Housing and Community Development (HCD) and housing sponsors.

Once a property has been declared as surplus land and notifications have been issued, entities will have 60 days after receipt of the NOA to notify the agency, in writing, its intent to purchase or lease the property. If the agency receives written notice, the agency will enter good faith negotiations to determine a mutually satisfactory sales price or lease

terms. If the price or terms cannot be agreed upon after a good faith negotiation period of not less than 60 days, the land may be disposed of without further regard to the SLA.

DISCUSSION

Staff has identified four city owned parcels: APN 3126-022-926, APN 3126-022-927, APN 3126-022-928, and APN 3126-022-929, that would be considered surplus land. Prior to disposing of the properties, either through a long-term lease or sale, the City Council must first declare them as surplus land under state law. Once declared as surplus land, the City will follow the notice and negotiation procedures outlined in the SLA. Declaring the parcels as surplus land does not preclude the City from developing the properties in the future. It simply provides flexibility to move forward with a potential public private partnership to develop the properties. Any future property sale, development agreement, and entitlements for one or more of the properties would still need to come before the City Council for approval per the Palmdale Municipal Code.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

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

Prepared by:

Carlene Saxton, Director of Economic and
Community Development

Certified as to availability of Funds:

Keith Kang, Finance Manager

Approved by:

J.J. Murphy, ICMA-CM, City Manager

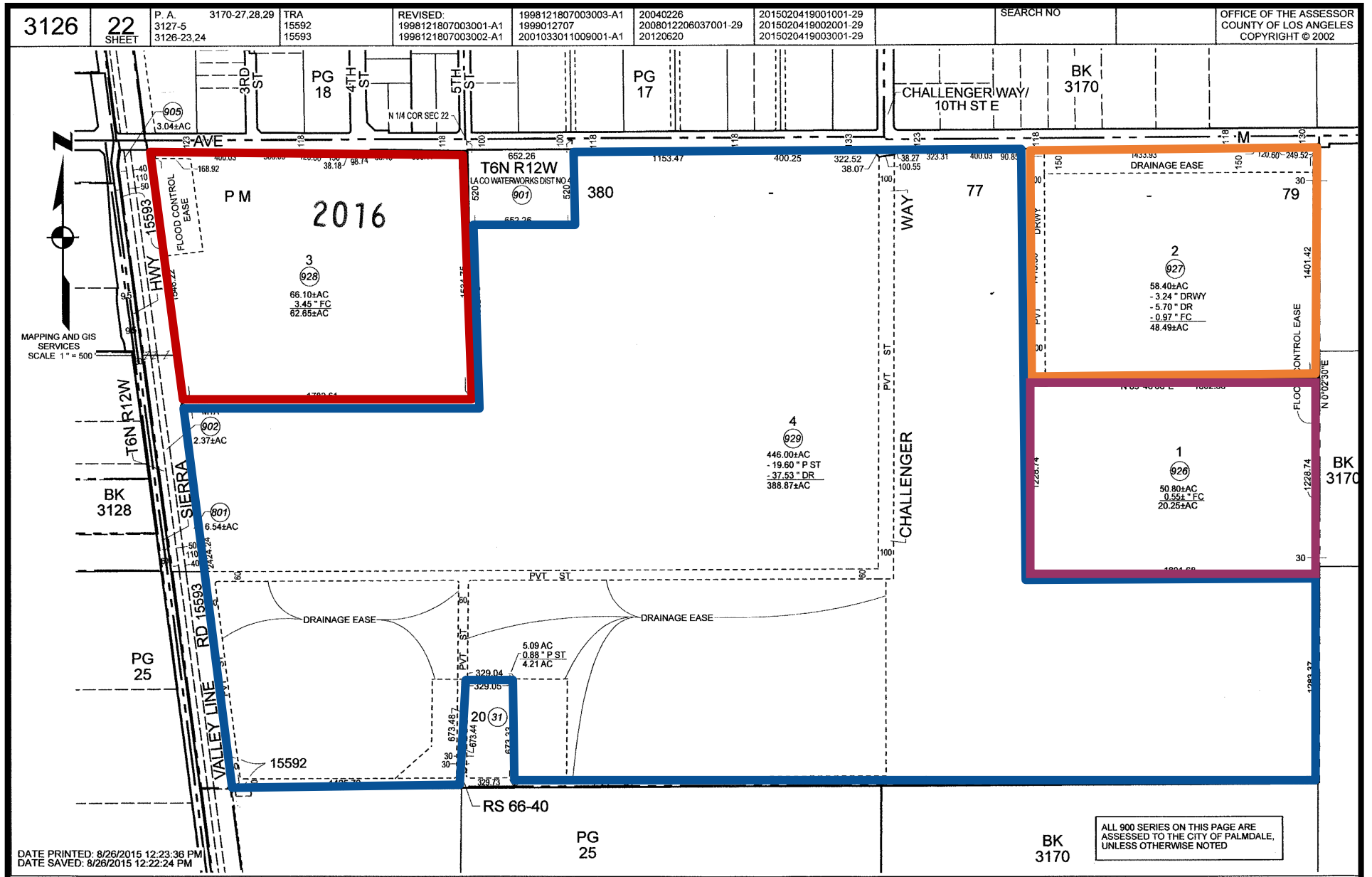
Approved as to form:

Christopher Beck, City Attorney

ATTACHMENT

1. APN Map

ATTACHMENT 1: APN MAP



- APN 3126-022-928
 — APN 3126-022-927
- APN 3126-022-926
 — APN 3126-022-929

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2021-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE,
CALIFORNIA DECLARING CERTAIN PARCELS OF LAND OWNED BY
THE CITY AS SURPLUS (APN 3126-022-926; APN 3126-022-927; APN
3126,022-928; AND APN 3126-022-929)

WHEREAS, The City of Palmdale (City) owns four parcels of real property, identified as APN 3126-022-926, APN 3126-022-927, APN 3126-022-928, and APN 3126-022-929 (Parcels) located at the southeast corner of Columbia Way (Ave M) and Sierra Highway;

WHEREAS, Under the Surplus Land Act (Government Code Sections 54220-54234) (SLA), surplus land is defined as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use. Land shall be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures;

WHEREAS, City staff has evaluated the Parcels and has determined that the Parcels are not necessary for the City’s use and recommend they be declared surplus land and disposed of pursuant to the SLA;

WHEREAS, As required by Government Code Sections 54222-54234, City staff will provide notices of availability of surplus land for to local public entities and housing sponsors;

WHEREAS, If one of the entities or housing sponsors desires to purchase the Parcels to develop affordable housing, it must indicate its intent to do so in writing within 60 days of receiving the notice, and the City and the other entity or housing sponsor may negotiate price and terms for the disposition of the property; and,

WHEREAS, In the event no agreement is reached between the City and any interested entity or housing sponsor, the City will be free to dispose of the Parcels as determined appropriate by the City Council.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Surplus Property. The City Council hereby declares that the four Parcels are not necessary for the City's use and are surplus land as defined in the Act.

SECTION 3. Authority. The City Council authorizes the City Manager, or his designee, to prepare and execute all necessary documents required by state law related to the surplus Parcels listed above including, without limitation, notices of availability of the surplus property as provided by state law.

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

PASSED, APPROVED and ADOPTED this 6th day of April, 2021.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Christopher L. Beck
City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of April, 2021 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
Shanae S. Smith, City Clerk



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: 2
SUBJECT: APPROVE AGREEMENT NO. A-7417 WITH SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) TO PROVIDE RAILROAD DESIGN AND REVIEW SERVICES ASSOCIATED WITH PN 787, RANCHO VISTA BOULEVARD WIDENING FROM 3RD STREET EAST TO 8TH STREET EAST, IN THE AMOUNT OF \$299,100.

ISSUE

Approve Agreement No. A-7417 with Southern California Regional Rail Authority (SCRRA) for railroad design and review services in the amount of \$299,100.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-7417 with Southern California Regional Rail Authority (SCRRA) to provide Railroad Design and review Services associated with PN 787, Rancho Vista Boulevard Widening from 3rd Street East to 8th Street East, in the amount of \$299,100.
2. Authorize the City Manager, or his designee to execute Agreement No. 7417 with Southern California Regional Railroad Authority, including minimal and/or non-substantive changes.

BACKGROUND

This is the first phase of the Rancho Vista Boulevard Widening project. This phase was originally part of an existing Project Report approved in 2005 for Rancho Vista Boulevard Widening from Fairway Drive to 20th Street East. Without knowing the timeline and budgeting available for the Rancho Vista Boulevard Grade Separation project, this project will provide interim improvements in this area to aid traffic congestion and circulation.

DISCUSSION

The proposed project will construct a third lane in each direction along Rancho Vista Blvd., between 3rd Street East and 8th Street East, along with the widening of the arterial approaches to Rancho Vista Boulevard at 3rd Street East, Sierra Highway, 8th Street East/Lockheed Way. In addition, roadway transitions at 3rd Street East and 8th Street

East, and the widening of the at-grade crossing of Rancho Vista Boulevard with the Union Pacific Railroad (UPRR) and SCRRRA/Metrolink. The project will also improve railroad crossing safety upgrades, intersection and bike lane improvements, signal modifications, and striping improvements.

Parsons, the project consultant, is currently working on finalizing 65% complete engineering plans. At this stage of the project, it is necessary for SCRRRA to become involved in the technical design and review of plans and specifications that will affect the operation and functionality of their respective tracks. As a result, SCRRRA has submitted a Railroad Design and Review Services scope of work and cost proposal in the amount of \$299,100. Note: design plans for the project cannot be finalized and approved without review and approval by SCRRRA and therefore it is necessary to execute Agreement No. A-7417.

Based on the information contained herein, staff recommends that the City Council approve Agreement No. A-7417 with SCRRRA for Railroad Design and Review Services for PN 787, Rancho Vista Boulevard Widening from 3rd Street East to 8th Street East.

FISCAL IMPACT

Funding for this project is budgeted in capital improvement Account No. S0072204-724525-3043, Rancho Vista Blvd. Widening, 3rd Street East to 8th Street East, with an available balance of \$1,412,200. A total of \$2,437,000 (Prop. C-25 grant funds) was originally allocated by Metro for environmental clearance and final design for this project.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:
Certified as to availability of Funds:
Approved by:
Approved as to form:

Chuck Heffernan, P.E., Director of Public Works
Keith Kang, Finance Manager
J.J. Murphy, ICMA-CM, City Manager
Christopher Beck, City Attorney

ATTACHMENT

Agreement No. A-7417

DESIGN SERVICES AGREEMENT

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY (SCRRA)

AND THE

CITY OF PALMDALE

FOR

RANCHO VISTA BLVD (AVE P) WIDENING PROJECT

AT

SCRRA MP 69.95 – VALLEY SUBDIVISION

DOT NO.: 750643P

CPUC NO.: 101VY-69.95

IN

PALMDALE

LOS ANGELES COUNTY, CALIFORNIA

This Design Services Agreement ("AGREEMENT") is made and entered into as of the 6th day of April, 2021, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd., Suite 1500, Los Angeles, CA 90017 and the **CITY OF PALMDALE**, a general law city and municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "CITY"), to be addressed at 38300 Sierra Highway, Palmdale, CA 93550. CITY and SCRRA may be referred to singly as "PARTY" and collectively as "PARTIES."

RECITALS:

SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority ("METRO"), Ventura County Transportation Commission ("VCTC"), Orange County Transportation Authority ("OCTA"), San Bernardino County Transportation Authority ("SBCTA"), and Riverside County Transportation Commission ("RCTC").

SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances on the rail line known as the Valley Subdivision in the area traversed by Rancho Vista Blvd (Ave P) in the City of Palmdale. SCRRA and the "Operating Railroads" [as used herein "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR), and the Burlington Northern and Santa Fe Railway Company (BNSF)] operate trains and rail equipment through this at-grade highway railroad crossing location on right-of-way owned by METRO, in accordance with the Shared Use Agreement dated December 20, 1990, and the Agreement between

SCRRA, its Member Agencies, and the National Railroad Passenger Corporation (Amtrak) and known as the “Intercity Agreement”.

CITY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City of Palmdale.

The CITY desires to widen Rancho Vista Blvd (Ave P) at and beyond the highway-rail at-grade crossing, herein referred to as the "PROJECT". Rancho Vista Blvd (Ave P) intersects the SCRRA Valley Subdivision and UPRR Mojave Subdivision, herein referred to as the “CROSSING” and identified as US DOT No. 750643P and CPUC No. 101VY-69.95 (UPRR 001B-412.20) at milepost 69.95 (UPRR milepost 412.20). The CROSSING is shared between SCRRA and UPRR, with SCRRA owning the railroad facilities on the west side of the CROSSING and UPRR owning the facilities on the east side of the CROSSING. As part of the street widening, PROJECT will bring the CROSSING up to current SCRRA standards.

SCRRA does not receive any funding through its budget process to support third party projects such as this one. SCRRA is required to enter into agreements, service contracts, and memorandum of understandings, and obtain deposits to cover the expenses of its staff, consultants, and contractors in the support of third-party projects. Therefore, CITY and SCRRA wish to enter into this AGREEMENT to establish roles, responsibilities, funding and processes for engineering design, engineering reviews, comments, and approvals of final engineering Plans, Specifications and Estimates (PS&E) for the PROJECT as it pertains to SCRRA facilities. City acknowledges and understands that the CROSSING is shared between SCRRA and UPRR. CITY will enter into a separate agreement with UPRR for design of UPRR facilities at the CROSSING.

In conjunction with the PROJECT, SCRRA, at the CITY’s sole cost and expense, will provide design support including engineering design review, design support and technical information, railroad signal and communications design of SCRRA facilities only, development of the Construction and Maintenance (C&M) Agreement, and attendance at design meetings and site

visits as required to accommodate the PROJECT, hereinafter referred to as “RAILROAD DESIGN SERVICES”, and as detailed in Section I.1. of this AGREEMENT.

The PARTIES acknowledge that if CITY and its consultants and contractors need access within or adjacent to the railroad right-of-way to perform any design or construction work, a separate Right of Entry Agreement (Form 5 and Form 6, available at <https://www.metrolinktrains.com/about/agency/engineering--construction/>) between SCRRA and each entity must be issued before access can be provided.

The PARTIES acknowledge that a separate Construction & Maintenance (“C&M”) Agreement will be negotiated and entered into subsequently by the PARTIES for the actual construction and maintenance of the altered CROSSING, subject to negotiation and acceptance of terms by all parties. The PARTIES agree to enter into the C&M Agreement after designs are completed, but before construction begins. The C&M Agreement will protect the PARTIES interest during construction of the PROJECT.

AGREEMENT

IN CONSIDERATION of the promises and mutual understandings of the PARTIES, and the faithful performance thereof:

SECTION I

SCRRA agrees as follows:

1. SCRRA shall provide "RAILROAD DESIGN SERVICES" as detailed herein during the development of the design of the PROJECT as follows;
 - a. Develop railroad signal design plans for all SCRRA railroad signal and communication facilities to provide for additional railroad warning facilities, as required by the California Public Utilities Commission (“CPUC”) and the latest SCRRA grade crossing safety standards.
 - i. Develop railroad signal design plans to provide for advance preemption time, traffic signal interconnection.

- ii. Design coordination between UPRR railroad signal & communication.
 - b. Review and provide comments on engineering documents (plans, specifications, and reports) for the PROJECT as submitted by CITY for consistency and compliance with SCRRA design standards and criteria.
 - c. Attend coordination meetings and make site visits as required.
 - d. Provide design support and technical information to the design team including furnishing SCRRA design criteria, SCRRA standard drawings, other similar SCRRA engineering documents, and supporting GO-88B application preparation as needed.
 - e. Provide SCRRA administrative support for the PROJECT to assist CITY in the development of the PROJECT including interdepartmental support.
 - f. Develop Construction and Maintenance Agreements acceptable to all parties for the PROJECT. Said Agreements must be in place prior to permitting construction on SCRRA right-of-way.
 - g. Provide flagging and railroad protective services for site visits during design phase. Provide cable marking for site visits during design phase. All services under this section are for RAILROAD DESIGN SERVICES only.
2. SCRRA shall issue Contract Task Orders (CTO's) with its design consultant(s) upon receipt of CITY's deposit, and as needed for required signal, communication, or other design services.
3. SCRRA will consider CITY's comments and responses on the plans, specifications, and estimates ("PS&E") and direct its consultant(s) accordingly if any such changes requested by CITY, are consistent with the conditions present at the specific crossing, signal system requirements, and if such changes are in accordance with SCRRA's design manuals, standards guidelines and practices and sound industry practice and comply with the current SCRRA guidelines and standards. However, the final decision on whether to accept CITY's requested changes to railroad elements shall rest solely with SCRRA but shall not be unreasonably denied.

4. The performance of any additional services beyond the RAILROAD DESIGN SERVICES defined in Section I.1. and outlined in EXHIBIT “A”, shall require an amendment to this AGREEMENT signed by both parties.
5. SCRRA will provide Railroad Protective Services (Roadway Worker in Charge, Railroad Safety training, signal/communication cable marking), at CITY cost, to facilitate access for CITY staff, contractors or consultants to the Right-of-Way for survey purposes.
6. SCRRA equipment determined to be obscured and/or signals and communication facilities determined to be in conflict with construction will be relocated, if necessary. Relocations will be designed by SCRRA and relocated by SCRRA at CITY’s expense. SCRRA facilities that cannot be relocated because of operational or other constraints may require alteration to the design or construction procedures.
7. SCRRA shall designate a Project Manager as a single point of contact to oversee and manage SCRRA’s obligations under this AGREEMENT in coordination with CITY’s designated representative.
8. Provide quarterly project status reports to CITY no later than the 30th of the month following the end of each quarter reflecting draw down of funds and funds expended for the PROJECT, including a progress report that includes status, schedule update, anticipated cash flow and draw downs, and expenditures to budget.
9. To provide a reconciliation report to CITY within one-hundred eighty (180) days of completion of PROJECT, identifying the PROJECT surplus or deficit.

SECTION II

CITY agrees as follows:

1. CITY shall designate its Project Manager or his or her designee as its single point of contact to coordinate with SCRRA for all RAILROAD DESIGN SERVICES under this AGREEMENT.
2. CITY shall fund and bear the cost of one hundred percent (100%) of all RAILROAD DESIGN SERVICES as defined in Section I and outlined in EXHIBIT "A" of this AGREEMENT. The costs associated with the RAILROAD DESIGN SERVICES are only estimates and may vary, for which CITY shall be responsible for reimbursement of one hundred percent (100%) of all costs incurred by SCRRA.
3. The total cost of the RAILROAD DESIGN SERVICES provided by this AGREEMENT shall not exceed the sum of \$299,100. Within thirty (30) days of execution of this AGREEMENT, CITY agrees to deposit the amount of \$299,100 which shall bring the total deposit to one hundred percent (100%) of the estimated cost of RAILROAD DESIGN SERVICES to be provided by SCRRA under EXHIBIT "A" of this AGREEMENT. SCRRA will use the deposit to pay for actual costs up to the "not-to-exceed" total amount. SCRRA shall notify CITY in writing when seventy-five percent (75%) of the deposited funds have been exhausted and include an estimate of what, if any, additional funds are estimated to be needed to complete the services under this AGREEMENT.
4. CITY shall be responsible for and fund any other costs associated with obtaining permits, right-of-way, encroachments, easements, and other entitlements necessitated by the PROJECT prior to construction of the PROJECT. CITY shall perform all coordination with third parties and statutory authorities.
5. If a construction contract for the PROJECT has not been awarded and a Notice to Proceed issued within two years of the execution of the C&M agreement, SCRRA's design shall be changed to incorporate any SCRRA revised design requirements, at CITY's expense.

6. CITY shall identify and locate all utility facilities within the PROJECT RIGHT-OF-WAY, in its PS&E package submittals as required, and will protect or provide for relocation of such facilities. In the event that any utility work within the PROJECT RIGHT-OF-WAY needs to be undertaken for any existing public and/or private utility during the design phase of the PROJECT, CITY will make all necessary agreements with the owners for the protection, relocation or removal of said facilities. CITY shall also provide copies of its letters of agreement with utility companies to SCRRA showing that arrangements have been made for the protection, relocation or removal of all conflicting facilities within the PROJECT RIGHT-OF-WAY.
7. In the event that any work under this AGREEMENT involves entry onto the Railroad RIGHT-OF-WAY by CITY, its consultant(s) or contractor(s), CITY shall require that all Parties comply and/or execute any necessary Right-of-Entry forms (Form 5, 6, 37) from SCRRA prior to the performance of such work.
8. CITY shall obtain and comply with any and all necessary approvals, real estate permits, licenses or easements, GO-88B applications, and other authorizations required by applicable laws, regulations, rules, or ordinances prior to commencement of any work within the Railroad RIGHT-OF-WAY.
9. Should the funds deposited by CITY pursuant to this AGREEMENT be depleted before the RAILROAD DESIGN SERVICES are completed, and/or, services provided by SCRRA and its consultant(s) and contractor(s) exceed the original estimate provided in Exhibit "A," SCRRA may stop all work and not recommence until the not-to-exceed limit is amended in writing by the mutual consent of both Parties is received along with the additional deposit required, but only after the 30-day notification period.
10. Any monies received from CITY under this AGREEMENT in excess of the amount needed for completion of the RAILROAD DESIGN SERVICES shall be returned to CITY within 180 days of completion of the RAILROAD DESIGN SERVICES if funds are not designated by CITY for the contemplated C&M Agreement.

SECTION III

MUTUAL AGREEMENT:

1. Neither SCRRA, nor the Operating Railroads as identified by SCRRA, nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractors, or employees, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any aspect of the PROJECT, work, authority or obligation agreed to by the CITY under this AGREEMENT. CITY shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractors, and employees ("SCRRA Indemnities") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnities arising out of or connected with any negligent acts or omissions on the part of CITY, its council, officers, agents, contractors, or employees under or in connection with any aspect of the PROJECT, work, authority or obligation agreed to by the CITY under this AGREEMENT. This indemnity shall survive completion of the PROJECT and the Services and termination of this AGREEMENT.
2. Neither CITY, nor its council, officers, agents, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA, or the Operating Railroads as identified by SCRRA, under or in connection with the Services, work, authority or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless CITY, as well as their respective council, officers, agents, contractors, and employees ("CITY Indemnities") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnities arising out of or connected with any negligent acts or omissions on the part of SCRRA, any Operating Railroads as identified by SCRRA, as

well as their respective board members, officers, agents, volunteers, contractors or employees under or in connection with any aspect of the Services, work, authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT and the Services and termination of this AGREEMENT.

3. Termination for Convenience: Either Party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate for convenience to the other Party;
4. Approval by SCRRA shall mean only that the PS&E meet the standards of SCRRA, and such approval by SCRRA shall not be deemed to mean that the PS&E or construction is structurally sound and appropriate or that the PS&E meet applicable regulations, laws, statutes, local ordinances, building codes, or any combination thereof.
5. In addition to the rights and obligations established in Sections III.1. and III.2. herein, and in contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each party agrees to indemnify and hold harmless the other for any cost or expense that may be imposed upon such other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein. Should any rights or obligations in this Section III.3. be in conflict with Sections III.1. and III.2., above, the rights and obligations established in this Section III.3. shall prevail.
6. This AGREEMENT contains the entire understanding of the PARTIES and cannot be amended or modified except by a written amendment executed by both PARTIES.

7. To the extent reasonably practicable, SCRRA and CITY shall work to resolve any disputes in a timely manner to avoid delay costs.
8. The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.
9. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
10. In addition to the specific provisions of this AGREEMENT, delay in performance by any party hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the party claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause.
11. This AGREEMENT shall be construed and interpreted under the laws of the State of California.
12. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

To CITY	To SCRRA
Chuck Heffernan, P.E. Director of Public Works	Justin Fornelli, P.E. Chief, Program Delivery
City of Palmdale 38300 Sierra Highway Palmdale, CA 93550	Southern California Regional Rail Authority 2558 Supply St, Bldg. A Pomona, CA 91767

13. Force Majeure: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; act of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

This Agreement shall be made effective upon execution by both Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed in by
their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

CITY OF PALMDALE

By: _____

By: _____

Stephanie N. Wiggins
Chief Executive Officer

Steven D. Hofbauer
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Don O. Del Rio
General Counsel

Christopher L. Beck
City Attorney

Date: _____

Date: _____

ATTEST BY:

By: _____

Shanae S. Smith
City Clerk

EXHIBIT "A"
RANCHO VISTA BLVD (AVE P) WIDENING DESIGN SERVICES AGREEMENT
BUDGETED SCHEDULE AND COST

Date		10-Feb-21							
SCRRA Project No.		861000							
Project Name		Rancho Vista Blvd (Ave P) Widening							
Schedule		3/1/21 - 12/31/21							
NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total			
Scope of Work for RAILROAD DESIGN REVIEW SERVICES									
1 Project Management and Administration									
1.1	General PM Work	9	1	2	1	18	HR	\$250	\$4,500
1.2	Design Coordination Meetings	9	1	2	2	36	HR	\$250	\$9,000
1.3	Develop and coordinate Construction and Maintenance Agreements after design completion and prior to Construction					40	HR	\$250	\$10,000
	Sub-Total					94	HR		\$23,500
2 Document Review/Design Support									
2.1	Review Design Documents by Engineering, Safety, Operations								
	60%	1		12	2	24	HR	\$250	\$6,000
	100% / IFB / Conformed Documents	1		12	2	24	HR	\$250	\$6,000
	Design Review Consultant	1				1	LS	\$50,000	\$50,000
2.2	Assist in GO88-B Preparation	3	1	2	2	12	HR	\$250	\$3,000
2.3	Site Visits	2	1	3	2	12	HR	\$250	\$3,000
	Sub-Total					73	HR		\$68,000
3 Signal Design									
3.1	Review of Communications & Signal Design			20	2	40	HR	\$250	\$10,000
3.2	PTC Support			10	2	20	HR	\$250	\$5,000
3.3	Signal Consultant					1	LS	\$130,000	\$130,000
	Sub-Total								\$145,000
4 Flagging & Safety Training									
4.1	Flagging					5	DAYS	\$1,750	\$8,750
4.2	Safety Training					2	EA	\$1,500	\$3,000
4.3	SCRRA Cable Marking					2	EA	\$500	\$1,000
	Sub-Total								\$12,750
	Sub-Total (Items 1-4)								\$249,250.00
	Contingency (20%)								\$49,850.00
	TOTAL ESTIMATED COST								\$299,100.00
Notes:									
1	The anticipated duration of the design phase of the project is 9 months.								
2	The cost of the SCRRA services shown is an estimate only and CITY will reimburse SCRRA on the basis of actual costs and expenses.								
3	CITY shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.								
Task 4.2	Roadway Worker Protection trainings based upon 10 trainees per session.								



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
ENVIRONMENTAL & TECHNOLOGY DIVISION
DISTRICT: 2
SUBJECT: ADOPT RESOLUTION NO. CC 2021-032, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE THE TERMS AND CONDITIONS OF AGREEMENT NO. A-7432 WITH PFMG SOLAR, A LAND LEASE OPTION AGREEMENT FOR A POTENTIAL SOLAR PROJECT TO SUPPLY POWER FOR EPIC

ISSUE

Adopt Resolution No. CC 2021-032, for the purpose of authorizing the City Manager and City Attorney to negotiate and finalize Agreement No. A-7432 with PFMG Solar, a land lease option agreement for a potential solar project to supply power for EPIC.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2021-032 for the purpose of authorizing the City Manager and City Attorney to negotiate the terms and conditions of Agreement No. A-7432 with PFMG Solar, a land lease option agreement for a potential solar project to supply power for EPIC.

BACKGROUND

During the March 16, 2021 Council meeting, the City Council finalized the implementation dates for its Community Choice Aggregation (CCA) program, Energy for Palmdale's Independent Choice (EPIC). As part of supplying energy to residents and local businesses, EPIC must ensure that City participants receive the appropriate mix of renewable energy and that resource adequacy needs are also being met.

As part of staff's due diligence, conversations began with PFMG to look at a potential solar project. Exploring a project shows it has the potential to not only create local jobs, both with the construction and maintenance of the solar facility, but to provide additional benefits to EPIC by bringing down overall rates for participants.

To fully ascertain if a potential solar project can provide positive benefits to EPIC customers, PFMG must submit an application to be placed in the queue with the California Independent System Operator (CAISO) prior to the prescribed deadline, otherwise,

PFMG will have to wait a year to submit the application. Upon approval of the application, CAISO will prescribe the cost for the solar project to interconnect in the State's grid, which will allow PFMG to determine its rates and staff to determine the feasibility of the project.

Before the application can be submitted, PFMG requires a Land Lease Option Agreement in place. The Land Lease Option Agreement will be for City owned property located southeast of Sierra Highway and Avenue M.

Once the interconnect fees have been determined, PFMG would prepare a final land lease agreement and a solar product agreement. The City could then determine the true feasibility of the project and potential benefits it could provide to EPIC.

DISCUSSION

The PFMG application is due soon. Staff recommends the City Council adopt Resolution No. CC 2021-032, for the purpose of authorizing the City Manager and City Attorney to negotiate the terms and conditions of Agreement No. A-7432 with PFMG Solar, a land lease option agreement for a potential solar project to supply power for EPIC.

FISCAL IMPACT

PFMG agrees to pay the City \$10 for the lease option. Once final costs are determined, PFMG will propose annual lease payments for the land to the City. The potential agreement could help stabilize EPIC's rates, which would affect the costs for energy paid by the City.

STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

- B. Implement and administer environmentally sustainable programs.

Prepared by:	Chuck Heffernan, P.E., Director of Public Works
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENTS

1. Resolution No. CC 2021-032
2. DRAFT Agreement No. A-7432, Land Lease Option Agreement

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2021-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE THE TERMS AND CONDITIONS OF AGREEMENT NO. A-7432 WITH PFMG SOLAR, A LAND LEASE OPTION AGREEMENT FOR A POTENTIAL SOLAR PROJECT TO SUPPLY POWER FOR EPIC

WHEREAS, on November 17, 2020, the City Council of the City of Palmdale adopted Resolution No. 2020-106, entitled "A RESOLUTION OF THE CITY OF PALMDALE APPROVING THE UPDATED PALMDALE COMMUNITY CHOICE AGGREGATION PROGRAM IMPLEMENTATION PLAN AND STATEMENT OF INTENT PURSUANT TO PUBLIC UTILITIES CODE SECTION 366.2(c)3"; and

WHEREAS, on March 2, 2021, the City Council of the City of Palmdale adopted Resolution CC 2021-016, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, APPROVING EXECUTION OF A LETTER OF CREDIT AND FILING OF ADVICE LETTER TO SATISFY THE FINANCIAL SECURITY REQUIREMENT; FILING OF THE INITIAL RENEWABLE PORTFOLIO STANDARDS PROCUREMENT PLAN; AND FILING OF YEAR-AHEAD RESOURCE ADEQUACY FORECAST; and

WHEREAS, Energy for Palmdale's Independent Choice (EPIC), will be providing energy for residential and municipal customers in October 2022 and commercial customers in May 2023; and

WHEREAS, EPIC will be required to provide the appropriate amount of renewable energy and make arrangements for the appropriate amount of Resource Adequacy; and

WHEREAS, the City has land that can be used for utility purposes, specifically to produce solar energy that can help EPIC meet its energy obligations; and

WHEREAS, prior to determining the feasibility of providing the solar energy, an interconnect agreement with the California Independent System Operator (CAISO) must be executed to determine the cost of interconnection.

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 authorizes the City Manager and City Attorney to negotiate the terms and conditions of draft Agreement No. A-7432 with PFMG, a Land

Lease Option Agreement (attached). Any lease of City property must be contingent upon the property being used for the purposes of producing solar energy for EPIC, pursuant to a power purchase, or similar, agreement.

SECTION 2. The City Council authorizes the City Manager to execute, on behalf of the City, the finalized Land Lease Option Agreement and authorizes staff to continue conversations with PFMG once the interconnection agreement with CAISO is complete, determining the interconnection cost and feasibility of the solar project.

SECTION 3. If the proposed solar project is feasible, the City Council authorizes staff to bring forward a potential Land Lease Agreement and associated power purchase agreement for solar services to EPIC at a later time for City Council approval.

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

PASSED, APPROVED and ADOPTED this 6th day of April, 2021.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Christopher L. Beck
City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of April, 2021 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
Shanae S. Smith, City Clerk

OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this “Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between _____ (“Optionor”) and _____ (“Optionee”; and together with the Optionor, collectively, the “Parties” and individually a “Party”).

Background:

A. Optionor owns those certain lands situated in the County of _____, State of _____, consisting of approximately _____ acres, more or less, as more fully described on Exhibits A-1 through A-1(a) attached hereto and made a part hereof (collectively, the “Land”), together with any and all improvements located thereon and certain related rights and interests. Each individual assessor’s tax parcel comprising the Land is referred to herein as a “Parcel”, and collectively, as the “Parcels”. Exhibits A-1 et seq. attached hereto and made a part hereof contain a designation of the individual tax parcels owned by Optionor.

B. Optionee is in the business of developing, constructing and operating solar power electrical generating facilities.

C. Optionee desires to acquire the exclusive and irrevocable right and option to lease any or all of the Parcels from Optionor for solar electrical generating facilities, and Optionor is willing to grant such option to lease the Parcels subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1

The Option

1.1 Grant of Option. Subject to the terms and conditions of this Agreement, Optionor hereby grants to Optionee an exclusive and irrevocable option to lease any or all of the Parcels, exercisable during the Term (as hereinafter defined) (the “Option”). If Optionee exercises the Option prior to the end of the Term then the Parties shall execute and deliver a lease for the Parcels covered by the exercise of the Option substantially in the form of Lease attached hereto as Exhibit D (the “Lease”). Optionor understands that this Agreement is not an offer or commitment by Optionee to conclude any leases, easements, or other agreements and that Optionee’s obligation to enter into the Lease is contingent upon Optionee being satisfied, in its sole and absolute discretion, with the suitability of any or all of the Parcels for solar electrical generating facilities in all respects.

1.2 Due Diligence.

(a) During the Term (as defined below), Optionee shall have the right, at Optionee's sole cost and expense, to enter and access the Parcels for the purposes of investigating the suitability of the Parcels for development of a solar energy project. In connection therewith, Optionee may, at Optionee's sole cost and expense, conduct site assessment tests, environmental tests, engineering assessments and tests, surveys and other investigations related to determining the suitability of the Parcels for the development of a solar energy project. In addition, before the Effective Date, Optionor delivered to Optionee copies of all of Optionor's development plans, property and topographical surveys, geotechnical and soil reports, wetlands delineations, engineering reports, and other studies and reports intended for use in the assessment and permitting of solar energy generation on the Parcels (each individually a "Property Study" and collectively the "Property Studies"). Optionor grants to Optionee the right to review and utilize any such Property Studies for the purposes of site assessment or permitting for the solar energy project. Upon Optionee's request, Optionor shall provide to Optionee copies of any further Property Studies in Optionor's possession now or at any point during the Term. Optionee shall indemnify, defend and hold Optionor harmless from any and all losses, damages, claims, expenses and other liabilities, including reasonable attorneys' fees, that result from the acts or omissions of Optionee or its agents in performing any due diligence activities, as described above, including inspection and/or testing activity on or about the Parcels; provided, this indemnity shall not apply to conditions existing at the Parcels that are merely discovered by Optionee or to any act or omission of Optionor, its employees, representatives or agents. This indemnification obligation shall survive the termination of this Agreement and the exercise of the Option by Optionee. Further, Optionee shall promptly pay all costs, fees and expenses incurred as a result of or associated with such due diligence activities, as described above, including inspection work and testing done or caused to be done by it on the Parcels and shall keep the Parcels free from any and all mechanics' or similar liens or charges resulting from such inspection work and promptly discharge, at its sole cost and expense any such liens or charges if lodged against the Parcels or the Optionor.

(b) Optionor shall not make any or all of the Parcels available for purchase, lease, or other encumbrance to any party other than Optionee (or Optionee's permitted successors and/or assigns), except to the extent that such encumbrance shall not materially affect the rights granted to Optionee upon execution of the Lease.

1.3 Option Payments.

(a) Within fifteen (15) business days following the Effective Date, Optionee shall pay the sum of Ten Dollars (\$10.00) (the "Initial Option Payment") to Optionor by wire transfer or check in immediately available funds.

(b) The Initial Option Payment and the Extension Option Payment (as defined below) are collectively referred to herein as the "Option Payments". The Option Payments made hereunder shall be deemed earned by Optionor upon payment thereof by Optionee and shall be nonrefundable, except as otherwise expressly provided herein.

1.4 Term of Option. The term (the "Term") of the Option for each Parcel shall commence on the Effective Date and shall expire on the earlier of (a) the day immediately preceding the commencement date of a Lease entered into for the Parcel subject to such Lease,

or (b) the date which is twenty four (24) months from the Effective Date. Thirty (30) days prior to the end of such Option period, Optionee shall have the right to extend the Term for an additional twenty four (24) month period upon written notice to Optionor and upon payment of the sum of Ten Dollars (\$10.00) to Optionor for such extended Term (the “Extension Option Payment”). Optionee shall have the right to terminate this Agreement as to any or all of the Parcels at any time, by giving written notice to the Optionor of its intention to do so thirty (30) days in advance of the stated termination date. If such termination is as to only some but not all of the Parcels, this Agreement shall remain in effect as to the remainder of the Parcels, and Optionee may record an amendment to the Memorandum (as defined below) to provide for the revised definition of Parcels which shall remain subject to the terms of this Agreement.

1.5 Exercise.

(a) Option Exercise Notice. If this Agreement has not been previously terminated in accordance with the terms hereof, then, at any time during the Term, Optionee may exercise the Option to lease any or all of the Parcels by (i) giving written notice of exercise of the Option, in the form of Exhibit B attached hereto and made a part hereof and delivered in accordance with Section 3.4 (each, an “Option Exercise Notice”), which Option Exercise Notice shall specify the Parcel(s) to be leased pursuant to the particular Option Exercise Notice, and (ii) signing two (2) copies of the Lease and delivering such copies thereof to Optionor with such Option Exercise Notice. If Optionee exercises the Option in accordance with this Section 1.5, the Optionor shall be obligated to lease the Parcel(s) identified in the Option Exercise Notice to Optionee and Optionee shall be obligated to lease such Parcel(s) from Optionor in accordance with the Lease, and Optionor shall sign the Lease and deliver fully-executed counterparts thereof to Optionee. The date of the Lease shall be the date on which Optionee delivers an Option Exercise Notice to Optionor.

1.6 Expiration of Option. In the event that the Option for any Parcels remains unexercised at the end of the Term, then this Agreement shall terminate at the end of the Term for any Parcels for which the Option remains unexercised.

ARTICLE 2

Representations, Warranties and Covenants

2.1 Representations and Warranties of Optionor. Optionor hereby represents and warrants to Optionee as of the Effective Date:

(a) Organization; Capacity.

(i) Optionor is a duly organized, validly existing and currently subsisting under the laws of the state of _____ with full power to enter into this Agreement and is duly qualified to transact business in California.

(b) Authority. The execution and delivery of this Agreement has been duly authorized and approved by all requisite action of Optionor, and, to Optionor’s Knowledge, no other authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order to enable Optionor to enter into or to comply with the terms of this

Agreement. As used herein, "Knowledge of Optionor or Optionor's Knowledge" or any other similar knowledge qualification, means the actual or constructive knowledge of _____.

(c) Binding Effect of Documents. This Agreement and the other documents to be executed by Optionor hereunder, upon execution and delivery thereof by Optionor, will have been duly entered into by Optionor, and will constitute legal, valid and binding obligations of Optionor, subject to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally. To Optionor's Knowledge, neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Optionor is a party or by which it is bound.

(d) Bankruptcy. Optionor has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy, (iii) received notice of the appointment of a receiver to take possession of all or substantially all of its assets, (iv) received notice of the attachment or other judicial seizure of all or substantially all of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(e) Encumbrances. Except as set forth on Schedule 1 attached hereto and made a part hereof, Optionor has not granted or entered into and has not agreed to grant or enter into any oral or written liens, encumbrances, covenants, conditions, reservations, restrictions, easements, leases, licenses, occupancies, tenancies, mineral rights, water rights or other matters affecting, relating to or encumbering the Land or any portion thereof (collectively, "Encumbrances").

(f) Notice or Violations; Environmental Laws. Optionor covenants, represents and warrants that it has not received any written notice from any governmental authority regarding the failure of any Parcel to comply with any codes, ordinances, statutes or other laws regulating Hazardous Materials (as hereinafter defined) or any other related remediation of any such Hazardous Materials, that it has and will not introduce any Hazardous Materials to the Premises prior to or during the Term hereof, that it will provide notice of any such notice or knowledge of the existence of Hazardous Materials, and it will promptly remediate any such Hazardous Materials provided such situation has not be caused by the Tenant or its agents. As used herein, the term "Hazardous Materials" shall mean any substance, material or waste that is classified as hazardous or toxic or is otherwise regulated under any federal, state or local law, regulation or ordinance intended to protect public safety, health or the environment.

(g) Condemnation. Optionor has not received written notice of any pending or threatened condemnation proceeding affecting all or any portion of any Parcel.

(h) Title. To Optionor's Knowledge, Optionor owns the Land in fee simple, subject to no liens or encumbrances except as disclosed in Schedule 1 of this Agreement or recorded in the applicable land records of _____ County, _____. This Agreement and the rights and privileges granted herein are subject to and restricted by all limitations, covenants, reservations, exceptions, conditions, restrictions, rights, titles, interests,

profits a prendre, licenses, easements, rights of way, and estates vested in any other(s) of record as of the Effective Date, and/or apparent from an inspection of Land, including but not limited to any and all recorded gas, oil, coal, and mineral estate(s) affecting or pertaining to the Land, which encumber and bind Optionor in Optionor's use, enjoyment, right of possession, and/or title in or to the Land.

(i) Condition of Land. OPTIONOR PROVIDES NO WARRANTY EXPRESS OR IMPLIED WITH RESPECT TO THE CONDITION OF THE LAND OR ANY PORTION THEREOF OR THE SUITABILITY OF THE LAND FOR ANY INTENDED USE BY OPTIONEE, INCLUDING, WITHOUT LIMITATION, USE OF THE LAND FOR A SOLAR ENERGY PROJECT. Optionee is solely responsible for conducting its own inspection and evaluation of Land.

2.2 Covenants of Optionor.

(a) Operation of Property. Optionor hereby covenants with Optionee that, during the Term, (i) Optionor shall use reasonable efforts to maintain the Land in a manner generally consistent with the manner in which Optionor has maintained the Land prior to the Effective Date, and (ii) except as may be otherwise expressly permitted in this Agreement, Optionor shall not create any lease, easement, restriction or other matter that encumbers title to the Land or any water rights that are part and parcel of, appurtenant to, or used on the Land, without the prior written consent of Optionee (such consent not to be unreasonably withheld). Notwithstanding the foregoing, Optionor shall have the right to grant easements or rights-of-way for utility lines through the Land, provided that either such utility lines are around the perimeter of the property lines of the Land and will not in any manner prevent or materially restrict Optionee's proposed operations or use of the Land, or Optionor has first obtained the prior written consent of Optionee (including, but not limited to, Optionee's consent to the locations of any such utility lines), such consent not to be unreasonably withheld. In the event any undisclosed or new encumbrances appear or are discovered pertaining to any of the Parcels (except to the extent resulting from the actions of Optionee or its contractors), Optionor shall, at its sole expense, cause the same to be removed within fifteen (15) business days after request by Optionee and, if Optionor fails to do so, Optionee may (in addition to any other rights Optionee has due to such breach by Optionor), but shall not be required to, take any and all actions and make such payments as necessary to cause any such encumbrances to be removed and Optionor shall immediately repay Optionee the costs thereof.

(b) Notice to Optionee. Optionor hereby covenants and agrees to notify Optionee in writing promptly of the occurrence of any of the following: (i) a fire or other casualty causing damage to the any of the Land; (ii) receipt of notice of any eminent domain proceedings or condemnation of or affecting any of the Land (and Optionee shall have the right to attend and participate in any such proceedings); (iii) receipt of notice from any governmental authority or insurance underwriter relating to the condition or use of any of the Land, or any real property adjacent to any of the Land, if known to Optionor, or setting forth any requirements with respect thereto; (iv) receipt of any notice of default from the holder of any lien or security interest in or encumbering any of the Land; or (v) notice of any actual or threatened litigation against Optionor with respect to the Land or affecting or relating to any of the Land, or any water rights that are part and parcel of, appurtenant to, or used on any of the Land.

(c) Non-Disturbance Agreements. In the event that Optionee determines any Encumbrances might be senior in priority to Optionee's rights under this Agreement, Optionor shall obtain and deliver to Optionee, within fifteen (15) days after Optionee's request therefor, a fully executed, acknowledged, and recordable consent, crossing agreement or subordination and/or non-disturbance agreement in a form reasonably approved in writing by Optionee from each party that holds such Encumbrances. A non-disturbance agreement is an agreement between Optionee and a lienholder which provides that the lienholder shall not disturb Optionee's possession or rights under this Agreement or terminate this Agreement so long as Optionor is not entitled to terminate this Agreement under the provisions hereof.

2.3 Representations and Warranties of Optionee. Optionee hereby represents and warrants to Optionor as of the date of this Agreement:

(a) Organization. Optionee is a limited liability company existing in good standing under the laws of Delaware with full power to enter into this Agreement, and Optionee is duly qualified to transact business in California.

(b) Authority. The execution and delivery of this Agreement has been duly authorized and approved by all requisite action and the consummation of the transactions contemplated hereby will be duly authorized and approved by all requisite action of Optionee, and no other authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order to enable Optionee to enter into or to comply with the terms of this Agreement.

(c) Binding Effect of Documents. This Agreement and the other documents to be executed by Optionee hereunder, upon execution and delivery thereof by Optionee, will have been duly entered into by Optionee, and will constitute legal, valid and binding obligations of Optionee. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Optionee is a party or by which it is bound.

2.4 Covenants of Optionee. During the Term, Optionee hereby covenants with Optionor that (a) Optionee shall not, without the prior written consent of Optionor, which consent shall not be unreasonably withheld, request, apply for or obtain any change in the zoning designation or land use classification for any Parcel or any permit or entitlement for the development of any Parcel, other than for purposes of development of solar power electrical generating facilities, provided, that any change requested, applied for, or obtained to support solar power electrical generating facilities is only effective for a Parcel upon exercise of the Option by Optionee for said Parcel in accordance with the terms of this Agreement; (b) Optionee shall maintain, at its sole cost and expense, and shall upon request deliver proof thereof to Optionor, with Optionor named as an additional insured therein, (i) commercial general liability insurance to afford protection with limits, per person and for each occurrence, of not less than Two Million Dollars (\$2,000,000.00) general aggregate/Two Million Dollars (\$2,000,000.00) personal injury/bodily injury per occurrence, and (ii) if, and to the extent, required by law, workmen's compensation or similar insurance offering statutory coverage with limits of not less than Two Million Dollars (\$2,000,000.00; and (c) Optionee shall comply in all material respects

with all laws, including laws relating to the presence, release or threat of release of any Hazardous Materials.

2.5 Brokerage Commissions. Optionee hereby represents and warrants to Optionor that Optionee has made no statement or representation nor entered into any agreement with a broker, salesman or finder in connection with the transactions contemplated by this Agreement. Optionor hereby represents and warrants to Optionee that Optionor has made no statement or representation nor entered into any agreement with a broker, salesman or finder in connection with the transactions contemplated by this Agreement. Each of the Parties hereby agrees to indemnify, hold harmless, protect and defend the other Party from and against any loss or claim which may arise as a result of any violation of the above representation and warranty, and this indemnification shall survive the termination of this Agreement, or exercise of the Option, as applicable.

ARTICLE 3

Miscellaneous

3.1 Confidentiality. Prior to the commencement of the term of any Lease, or the cancellation of this Agreement as provided herein, Optionee and Optionor agree that they will keep confidential the economic and commercial terms of this Agreement, except that Optionee and Optionor may disclose such terms to their respective agents (including, but not limited, appraisers, accountants, attorneys, lenders or prospective future purchasers) in furtherance of due diligence and other investigations, or the negotiation and execution of any Lease under this Agreement, or as otherwise required by law. In the event of a breach or threatened breach by a party to this Agreement or its agents or representatives of this Section 3.1, the non-breaching party shall be entitled to an injunction restraining the other party or its agents or representatives from disclosing, in whole or in part, any confidential information.

3.2 Public Disclosure. Any formal press release to the public of information with respect to the lease contemplated herein or any matters set forth in this Agreement will be made only in the form reasonably approved by the Parties and their respective counsel.

3.3 Assignment. Optionee shall at all times have the right to sell, assign, encumber, transfer, or grant subordinate rights and interests (including subleases and licenses) in all of its rights and interests under this Agreement (collectively, "Transfers"), in each case without Optionor's consent; provided, however, that (i) any and all such transfers shall be subject to all of the terms, covenants and conditions of this Agreement, (ii) no such Transfer shall be effective unless Optionee has provided to Optionor in advance of the proposed Transfer the name, address and title of the proposed entity accepting said Transfer (the "Assignee"), (iii) the Assignee agrees in writing to be bound to the terms and conditions of this Agreement, and (iv) the Assignee either (A) shall have a net worth of at least Ten Million Dollars (\$10,000,000), or (B) shall be an Affiliate of Optionee. For purposes of this Section: an "Affiliate" shall mean any corporation, limited liability company, partnership, or other entity which controls, is controlled by, or is under common control with Lessee; "control" in this context shall mean the right directly or indirectly to exercise fifty percent (50%) or more of the voting or governing power of the entity. No such Transfer, or grant shall relieve Optionee of its obligations under this Agreement unless Optionee

assigns its entire interest under this Agreement and the Assignee expressly assumes all Optionee's duties and obligations under this Agreement after the effective date of such assignment, in which event (i) Optionee shall have no liability hereunder for any duties and obligations under this Agreement that occur after any period following the effective date of such assignment, and (ii) references to "Optionee" in this Agreement shall be deemed to mean the Assignee of such interest. The burdens of the Option and other rights contained in this Agreement shall run with and against the Land and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Optionor and its successors, assigns, permittees, licensees, lessees, employees, and agents. The Option and the other rights of Optionee hereunder shall inure to the benefit of Optionee and its successors, permitted assigns, permittees, licensees, and sublessees.

3.4 Notices. All notices under this Agreement shall be properly given only if made in writing and mailed by certified mail, return receipt requested, postage prepaid, or delivered by hand (including messenger or recognized delivery, courier or air express service) to the Party at the address set forth in this Section 3.4 or such other address as such Party may designate by notice to the other Party. Such notices and other communications shall be effective on the date of receipt (evidenced by the certified mail receipt) if mailed or on the date of such hand delivery if hand delivered. Unless changed in accordance with this Agreement, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Optionor:

If to Optionee:

With a copy

3.5 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge the Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

3.6 Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the Parties.

3.7 Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the Parties pertaining to the subject matter hereof, and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

3.8 Further Assurances. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the commencement of the term of any Lease, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

3.9 Counterparts; Delivery; Storage and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart of this Agreement. This executed Agreement, together with any attachments hereto, may be photocopied and stored on computer tapes, disks, and similar electronic storage media (“Imaged Document”). If an Imaged Document is introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding, no party to this document shall object to the admissibility of the Imaged Document on the basis that such was not originated or maintained in documentary form under either the hearsay rule, the best evidence rule, or other rule of evidence. Each Party to this Agreement agrees that electronic signatures of the Parties included in this document are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including, without limitation, facsimile or email electronic signatures.

3.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

3.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule

3.12 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered in accordance herewith and the Lease(s), are and will be for the benefit of Optionor and Optionee and their respective successors-in-interest only, and are not for the benefit of any third party; accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered in accordance herewith and the Lease(s).

3.13 Attorneys’ Fees. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be

entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

3.14 Captions. The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any Section or any subsection hereof.

3.15 Construction. The Parties acknowledge that the Parties and their respective counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

3.16 Time of Essence. Time is of the essence for the performance of every obligation under this Agreement.

3.17 Memorandum of Option. At the election of Optionee, the Parties shall execute, acknowledge, and cause to be recorded in the Official Records of _____ County, _____, a memorandum of the Option (a "Memorandum"). Optionee shall pay the cost of such recordation. Not later than twenty (20) business days following the termination of this Agreement, Optionee shall record a notice in the Official Records of Somerset County terminating the Memorandum recorded in such county and the existence and validity of the Option.

3.18 Estoppel Certificate. Optionor agrees that, from time to time not less than ten (10) days' after Optionee's request, Optionor shall deliver to Optionee a statement in writing certifying, if true, the following: (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Agreement as modified is in full force and effect); (ii) the dates to which Option Payments have been paid; (iii) that Optionee is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and (iv) such further matters as may be reasonably requested by Optionee, it being intended that any such statement may be relied upon by any mortgagees or prospective mortgagees of Optionee, or any prospective assignee of any mortgagees, or any prospective and/or subsequent purchaser or transferee of all or a part of Optionee's interest in the Land.

3.19 Data Collection. From time to time during the term of this Agreement and in partial consideration hereof, Optionee may, subject to Optionor's prior written approval (not to be unreasonably withheld, conditioned, or delayed), place one or more meteorological data collection stations at mutually agreed locations on the Land with such instruments and other equipment as reasonably necessary to collect meteorological data in connection with Optionee's proposed use of the Land.

[signatures appear on following page]

IN WITNESS WHEREOF, Optionor and Optionee have executed this Agreement as of the Effective Date.

OPTIONOR:

By: _____
Name: _____
Title: _____

[signatures continue on following page]

OPTIONEE:

By: _____

Name:

Title:

SCHEDULE 1 - ENCUMBRANCES

***{TO BE COMPLETED BY OPTIONOR BEFORE THE
OPTION TO LEASE AGREEMENT IS SIGNED BY THE PARTIES}***

EXHIBITS A-1 - Legal Description of Land

and

EXHIBITS A-1(a) Description of Tax Parcels

***{TO BE COMPLETED BEFORE THE
OPTION TO LEASE AGREEMENT IS SIGNED BY THE PARTIES}***

Exhibit A-1

Legal Description

***{TO BE COMPLETED BEFORE THE
OPTION TO LEASE AGREEMENT IS SIGNED BY THE PARTIES}***

Exhibit A-1(a)

Description of Tax Parcel

***{TO BE COMPLETED BEFORE THE
OPTION TO LEASE AGREEMENT IS SIGNED BY THE PARTIES}***

EXHIBIT B

Form of Notice of Exercise of Option

Re: Property Located at _____

Ladies and Gentlemen:

This notice is given pursuant to Section 1.5 of that certain Option to Lease Agreement dated as of _____, by and between _____ as Optionor, and _____ as Optionee, (the "Option Agreement"). Terms defined in the Option Agreement shall have the same meanings in this notice.

Optionee hereby exercises the Option with respect to, and agrees to lease, the Parcels identified on Schedule 1 attached hereto and made a part hereof.

Dated: _____, 20__.

By _____

Name: _____

Title: _____

Schedule 1

Description of Parcels Being Leased

***{TO BE COMPLETED BY OPTIONEE BEFORE THE
NOTICE OF EXERCISE OF OPTION IS DELIVERED TO OPTIONOR}***

EXHIBIT C

Intentionally Omitted

EXHIBIT D

Form of Lease

[see attached]

SOLAR AND STORAGE LEASE AGREEMENT

THIS SOLAR AND STORAGE LEASE AGREEMENT (the “**Agreement**”) is entered into as of _____, 202_ (the “**Effective Date**”), by _____ (“**Landlord**”) and Con_____ (“**Tenant**”). Landlord and Tenant are sometimes referred to individually in this Agreement as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Landlord is the fee title owner of that certain real property containing approximately [acreage to be inserted] acres located in _____ County, _____, as more particularly described on Exhibit A attached hereto and made a part hereof (“**Landlord’s Property**”);

WHEREAS, Landlord and Tenant are parties to that certain Option to Lease Agreement, dated _____ (the “**Option Agreement**”), pursuant to which Landlord granted to Tenant the exclusive and irrevocable right and option to lease any or all of the Landlord’s Property as described in the Option Agreement for solar electrical generating facilities;

WHEREAS, Tenant exercised the option to lease that portion of the Landlord’s Property defined as the Premises below in accordance with the Option Agreement by delivering to Landlord that certain Option Exercise Notice, dated _____, 202_ (the “**Option Exercise Notice**”);

WHEREAS, Landlord desires to lease that portion of Landlord’s Property defined as the Premises below to Tenant, as further described herein, together with all rights, privileges and appurtenances pertaining to such Landlord’s Property, including, without limitation, all right, title and interest of Landlord in and to rights-of-way, easements and appurtenances (the portions of Landlord’s Property leased by Tenant and upon which Tenant may construct the Solar Project Improvements (defined herein) together with the Easements (defined herein) are collectively referred to hereinafter as the “**Premises**” and more particularly described on Exhibit B attached hereto and made a part hereof by reference);

WHEREAS, Tenant desires to lease the Premises from Landlord in order to construct, install, develop, own, operate, use, modify, maintain, repair, relocate, replace and remove from time to time an integrated assembly of one or more solar photovoltaic (PV) electricity generation and energy storage projects (collectively, the “**Solar Project**”) comprised of certain equipment and facilities (the “**Solar Project Improvements**”);

NOW, THEREFORE, for Ten and 00/100 dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

LEASE

1. **Grant of Lease.** Commencing on the Effective Date, Landlord hereby grants, demises and leases unto Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions

described herein, the exclusive use and possession upon, over and across the Premises, together with all rights and appurtenances, privileges and easements pertaining to or in any way benefiting, belonging or appertaining to the Premises and Landlord's Property, including, without limitation, the Easements (defined below) and any other right, title and interest of Landlord in and to adjacent streets, alleys, rights of way, easements or appurtenances (the "Lease").

1.1 Premises Subject to Lease; Amendments. Landlord and Tenant hereby acknowledge and agree that the Premises shall consist of one or more area(s) or location(s) which will be occupied by the Solar Project together with ancillary buildings and other improvements related thereto and the Access Area Easement(s), Utility Line Area Easement(s), and Solar Easement(s) as referenced on Exhibit B-1 (collectively the "**Easements**"). Landlord and Tenant hereby acknowledge and agree that the Solar Project and Easements may be located in any location(s) on the Landlord's Property as reasonably desired by Tenant. Prior to the Construction Commencement Date, Tenant shall notify Landlord of the intended location for the Solar Project, including the Easements (the "**Project Area**"). The Parties agree Tenant may amend and replace the approximate description of the Premises attached as Exhibit B to this Agreement at any time up until thirty (30) days following the Commercial Operation Date; provided, however, the amended description of the Premises shall include a portion of the original Premises description, unless the Parties agree the Premises may be located on another portion of Landlord's Property.

1.2 Purpose of Lease. Tenant shall have the exclusive right to use the Premises and the free flow of sunshine and solar irradiation to and across the Premises for Energy Production Purposes (as defined below) and to derive all profits therefrom. Such Tenant exclusive right prohibits the obstruction or interference by Landlord (other than Tenant and persons claiming through or under Tenant) with the free flow of sunshine and solar irradiation throughout the entire area of the Premises, which shall consist of horizontally three hundred and sixty degrees (360°) from each point within the Premises where any Solar Project Improvements are or may be located at any time or from time to time to the boundaries of the Premises, and vertically through all space above the surface of the Premises. For purposes of this Agreement, "**Energy Production Purposes**" means utilizing photovoltaic modules and related equipment to convert energy derived from the sun into usable electric energy, and collecting, storing and transmitting the energy so converted, together with all Construction and Operation Activities. "**Construction and Operation Activities**" includes without limitation: (a) surveying, constructing, installing, using, replacing, altering, relocating, inspecting, reconstructing and removing from time to time, and maintaining and operating, the Solar Project Improvements, including overhead and underground electrical transmission and communications lines, electric transformers, telecommunications equipment, power generation and/or storage facilities (including battery storage) to be operated in conjunction with solar arrays installed on the Premises, roads, meteorological equipment and solar measurement equipment, control buildings, switch yards, maintenance yards, and other structures, facilities and equipment used in connection therewith on the Premises; (b) using, occupying, removing, disposing of and/or altering any and all improvements, crops (growing or grown), trees, vegetation, structures and other improvements or features on the Premises without further consent or approval from Landlord or any third party and without compensation or liability to Landlord or any third party; (c) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant

reasonably determines in its sole discretion are necessary, useful or appropriate to accomplish any of the foregoing, including without limitation, exercising the right of ingress to and egress from the Solar Project Improvements (whether located on the Premises or on adjacent property over and across Landlord's Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Tenant may construct from time to time) (the "**Access Rights**"), and any necessary mitigation activities (e.g., the preservation of agricultural land or habitat) required by the relevant governmental agencies. Nothing in this Agreement is intended to grant or convey to Tenant any right to enter upon, access, or utilize any real or personal property not owned or controlled by Landlord or defined as the Premises or the Easements.

1.3 Solar Project Improvements. Tenant will have the free and unrestricted right, at any time and from time to time during the Lease Term (defined below), for itself or through contractors or agents, to enter the Premises and use the Easements and to construct and install the Solar Project Improvements and to alter, relocate, remove and make additions to the improvements located on the Premises and to construct on the Premises, and any portion thereof, related or ancillary buildings and other improvements permitted under applicable law which are, in Tenant's sole discretion, necessary, appropriate or incidental to the Solar Project without the requirement of any prior consent or approval by Landlord.

1.4 Solar Project Incentives and Benefits. Landlord has transferred and assigned and does by these presents transfer and assign to Tenant, and Tenant accepts from Landlord, all federal, state and/or local governmental incentives applicable to or otherwise available as a result of the development and operation of the Solar Project, including, without limitation, all tax credits, grants, accelerated depreciation, power purchase agreements, cost recovery programs, renewable energy credits, environmental credits or other incentives or benefits that may apply (the "**Incentives**"). Tenant may, from time to time during the Lease Term, in the name of Landlord, Tenant or both, file with the appropriate governmental authorities one or more applications for such Incentives, which may include having conditions placed on the use of the Premises that are consistent with the operation of the Solar Project. Landlord will cooperate fully with Tenant in seeking to obtain and in obtaining such Incentives, which Tenant may then allocate, transfer or assign to other persons; provided, however, that all costs and expenses incident to filing such applications will be paid by Tenant. Landlord further agrees, promptly upon request by Tenant, to sign such applications Tenant may seek to file with governmental and other authorities in order to obtain any Incentives; provided, however, that all costs and expenses incident to filing such applications and obtaining approval thereof will be paid by Tenant.

2. **Lease Term.** The Lease Term shall consist of the following time periods:

2.1 Construction Period. The Lease construction period shall be for a term (the "**Construction Period**") commencing on the Lease Commencement Date, which for purposes of this Agreement shall mean the earlier of ("**Lease Commencement Date**"): (i) the date that Tenant commences the grading of the Premises in preparation for the construction of the Solar Project Improvements (the "**Construction Commencement Date**") and (ii) one hundred and eighty (180) days from date of the Option Exercise Notice, and unless sooner terminated as provided herein, ending on the date that is the earlier of (y) the first day of the month following the date of completion and final acceptance of the Solar Project for operation (the "**Commercial Operation Date**"), and twenty four (24) months following the commencement of the

Construction Period. In addition to any other rights to terminate by Tenant as described herein, Tenant shall have the right to terminate this Agreement at any time during the Construction Period by giving written notice to the Landlord of its intention of terminate sixty (60) days in advance of the stated termination date. In the event that this Agreement terminates pursuant to this Section, neither Party will have any further rights or obligations hereunder except for provisions hereof which expressly survive a termination or the expiration of this Agreement.

2.2 Operations Period. On the day immediately following the last day of the Construction Period (the “**Operations Period Commencement Date**”), the term of the Lease shall automatically (and without the need for any additional documentation) be extended for a period of twenty five (25) years from the Operations Period Commencement Date (the “**Operations Term**”). In addition, Tenant shall have the right (the “**Renewal Option**”) to extend the Lease beyond the Operations Term for three (3) successive periods of five (5) years each (each a “**Renewal Term**”, and together with the Operations Term, the “**Operations Period**”), by giving written notice of such election to extend to Landlord prior to the expiration of the Operations Term or relevant Renewal Term, as applicable (the Construction Period, the Operations Term and any Renewal Term shall hereinafter be collectively referred to as the “**Lease Term**”). In order to prevent the inadvertent failure of Tenant to exercise any of the Renewal Options within the time specified above, the Lease Term shall not expire unless and until Tenant fails to exercise a Renewal Option within fifteen (15) days after receiving notice from Landlord that the applicable Renewal Option has not been exercised, or unless and until Tenant gives notice to Landlord that it will not be exercising any remaining Renewal Options; provided, however, that Landlord’s notice shall not be given prior to the date upon which the applicable Operations Term or Renewal Term would expire without exercise of such Renewal Option. If Landlord fails to give Tenant such notice on or after the expiration of the applicable Operations Term or Renewal Term, and Tenant occupies the Premises after the expiration of the applicable Operations Term or Renewal Term as if the Lease Term still was in effect, then Tenant shall remain in possession subject to the provisions of this Agreement and the Lease Term shall remain in effect (subject to the immediately preceding sentence). If Landlord then gives Tenant such notice and Tenant exercises its Renewal Option, the effective date of such exercise shall be retroactive to the date the Lease Term would have expired without such exercise.

2.3 Termination of Lease. Tenant’s obligation to pay Rent and continue this Lease is at all times expressly subject to satisfaction of each of the following conditions, which Tenant agrees it shall at all times pursue in good faith: (i) Tenant’s obtaining and maintaining all necessary or required approvals from state, federal and local authorities for the operation of the Solar Project, (ii) Tenant’s obtaining and maintaining any agreement that is necessary for the operation of the Solar Project, the sale and delivery of the electricity generated by it, including, without limitation, an interconnection agreement and power purchase agreement with the applicable utility company, or the sale of renewable energy credits under a renewable energy credit agreement, and (iii) Tenant’s ability to continuously operate the Solar Project and utilize the Premises for Energy Production Purposes. If any of the foregoing conditions is not satisfied at any time following the Effective Date, Tenant shall have the right to terminate this Lease with respect to all or any of the Premises upon written notice to Landlord.

3. **Rent and Payments.**

3.2 **Rent.** From and after the Lease Commencement Date until the expiration or earlier termination of the Lease Term, Tenant will pay Landlord annual fixed rent of at least \$_____ per year, with the actual annual rent, subject to the aforesaid minimum, to be calculated as set forth in the table below per acre of land comprising the Premises excluding the Easements, prorated for any partial acre, with such amount to be paid in advance on an annual basis (“**Rent**”).

<u>Project Period</u>	<u>Payments</u>	<u>Paid</u>
Construction Period	\$ _____	In advance within thirty (30) days following the Lease Commencement Date and each anniversary of the Lease Commencement Date
Operations Period	\$_____ during the Operations Term and Renewal Term(s). The Operations Period Rent shall increase by ____% on every fifth (5 th) anniversary of the Operations Period Commencement Date.	In advance within thirty (30) days following the Operations Period Commencement Date (adjusted for previously paid Construction Period rent payments for the same period) and each anniversary thereof

3.3 **Late Payments.** If Tenant fails to make any payment to Landlord required of it hereunder when due, interest shall accrue on the overdue amount, from the date overdue until the date paid, at a rate equal to _____ percent (5%) per annum; provided that in no event shall such interest exceed the maximum rate permitted by law (the “**Interest Rate**”).

GENERAL

4. **Title and Removal of Solar Project Improvements.**

4.1 **Title.** Unless abandoned by Tenant as set forth herein, Landlord shall have no ownership, lien, security or other interest in any Solar Project Improvements installed on the Premises or wherever located, regardless of whether such Solar Project Improvements are deemed fixtures, or any profits derived therefrom, and Tenant may add to, relocate or remove any or all Solar Project Improvements on the Premises at any time, in which event Tenant shall perform the work provided in Section 4.2 following any such relocation or removal with respect to the Solar Project Improvements so relocated or removed and not replaced. Without limiting the foregoing, Landlord hereby waives, releases and relinquishes any and all liens upon, and rights of distraint, levy, attachment or recourse to, the Solar Project Improvements and any other trade fixtures, signs, equipment, machinery, inventory and personal property of Tenant on the Premises. Except for the Rent described in Section 3 above, Landlord shall not be entitled to any other payments or benefits accrued by or from the Solar Project Improvements, including but not limited to renewable energy credits, environmental credits or tax credits.

4.2 Removal and Restoration. Upon the expiration or earlier termination of this Agreement, Tenant shall peaceably and quietly leave, surrender and return the Premises to Landlord. Notwithstanding the foregoing, Tenant agrees and hereby covenants to dismantle and remove at its sole cost and expense all Solar Project Improvements owned or installed by Tenant or its affiliates on the Premises to a depth of three (3) feet below the surface of the ground within six (6) months after the date of such expiration or earlier termination, but in no event later than eighteen (18) months after the date of such expiration or earlier termination, and shall restore the Premises to a condition, to the extent practical, and generally consistent with the conditions that existed as of the Effective Date (without the obligation to restore or replant any trees or crops); and Tenant shall have a continuing license to enter the Premises for such purposes during such period. After the end of the six (6) month period from the date of expiration or earlier termination, if all Solar Project Improvements are not fully removed, Tenant shall pay to Landlord Rent for the Premises at the rate per diem that is then in effect immediately prior to the expiration or termination of this Agreement, from six (6) months after the expiration or earlier termination of this Agreement until the removal and restoration work has been completed. Such rent shall be pro-rated based on the actual number of months Tenant continues to access the Premises for its removal work. In addition to any other remedies available to Landlord, should Tenant fail to remove any Solar Project Improvements that are required to be so removed within eighteen (18) months of the date of expiration or earlier termination of this Agreement, then any and all such Solar Project Improvements remaining on the Premises beyond such eighteen (18) month removal period shall be deemed abandoned to Landlord and Tenant hereby agrees to relinquish any and all rights to the same. No such relinquishment shall cause Tenant to be released from its obligation to pay for the costs of removal of such property as provided in this Section 4.2. Tenant covenants, represents and warrants that it has and will continue to account for, and set aside funds for, all removal costs reasonably determined appropriate to remove its property from the Premises at the end of the Term, as such amount may be revised from time to time in the ordinary course of Tenant's accounting of such asset removal obligation (ARO). Further, Tenant will provide and maintain any and all removal bond(s) required by any state or local governmental authority relating to such ARO for so long as such authority requires such bond(s).

5. Taxes.

5.1 Tax Payment. Landlord will pay when due all real property taxes and assessments (collectively, "**Real Estate Taxes**") imposed on Landlord's Property, including the Premises, except for any portion of the Real Estate Taxes solely and directly attributable to the value of the Solar Project Improvements as described below, or any difference in the property taxes attributable to the Solar Project. Landlord will provide Tenant with a copy of the applicable property tax bill at least thirty (30) days before its due date and Tenant shall pay, prior to the delinquency date, the portion of the ad valorem Real Estate Taxes, if any, solely and directly attributable to the value of the Solar Project Improvements as shown on the applicable property tax bill for the period commencing as of the Construction Commencement Date and continuing throughout the remainder of the Lease Term (prorated for any partial period at the beginning or end of the Lease Term). If any such ad valorem Real Estate Taxes cover a period that includes any period prior to the Construction Commencement Date or that extends beyond the termination of this Agreement, or cover Landlord's Property in addition to the Solar Project Improvements on the Premises (as the same may be revised from time to time), then appropriate

prorations shall be made. In no event shall Tenant be obligated to pay any inheritance, estate, succession, gift, franchise, corporation, income, sale, net profit tax or capital levy that is or may be imposed on Landlord, nor shall Tenant be obligated to pay any increase in Real Estate Taxes resulting from any conveyance of Landlord's Property by Landlord or its successors and assigns, other than any conveyance that may be deemed to have occurred directly resulting from the execution of this Agreement. Landlord shall pay Landlord's portion (as determined above) of the Real Estate Taxes assessed against Landlord's Property concurrently with the providing to Tenant of the copy of the applicable property tax bill (which Tenant shall pay to the applicable taxing authority prior to the delinquency date) and if Landlord fails to do so, Tenant shall be entitled (but not obligated) to make payments in fulfillment of Landlord's obligations to the taxing authority and may offset the amount of such payments (together with interest at the Interest Rate) from amounts due Landlord under this Agreement. Tenant further agrees to reimburse the Landlord for the amount of any increase in property tax on the Premises due to the Solar Project. Notwithstanding anything to the contrary set forth in this Agreement or any document executed and delivered in connection herewith, in the event that the execution and delivery of this Lease creates any realty transfer tax liability incident to the Lease execution and delivery the Tenant shall be solely responsible for the payment of the realty transfer taxes.

5.2 Right to Contest. Tenant shall have the right to contest or to seek adjustments of any Real Estate Taxes which it is obligated to pay pursuant to Section 5.1 above, either in its own name or in the name of Landlord (as applicable), and Landlord shall cooperate with any such contest or request for adjustment.

6. Insurance.

6.1 Tenant Insurance.

6.1.1 Policy Requirements. Prior to commencing construction or operation of the Solar Project, Tenant will obtain and thereafter maintain, at its sole cost and expense, (i) commercial general liability insurance to afford protection with limits, per person and for each occurrence, of not less than Two Million Dollars (\$2,000,000.00) general aggregate/Two Million Dollars (\$2,000,000.00) personal injury/bodily injury per occurrence, and (ii) if, and to the extent, required by law, workmen's compensation or similar insurance offering statutory coverage with limits of not less than Two Million Dollars (\$2,000,000.00). Such insurance shall be primary and shall name Landlord as an additional insured. Prior to the Construction Commencement Date, Tenant will deliver to Landlord a properly executed certificate of insurance evidencing the required coverage, Tenant will replace such certificates for policies expiring during the Lease Term.

6.1.2 Blanket Policies. Notwithstanding anything in this Agreement to the contrary, Tenant and any subtenant will have the right to maintain the insurance coverages set forth in this Section 6 under policies containing provisions and/or under blanket insurance policies covering other premises owned, leased or subleased by Tenant, any subtenant and/or their affiliates so long as the coverage afforded thereby is equivalent to or greater than the insurance coverages and limits required herein.

7. **Covenants, Representations and Warranties of Landlord.** Landlord covenants, represents and warrants to Tenant as of the Effective Date that:

7.2 **To Landlord's Knowledge,** Landlord owns the Premises in fee simple, subject to no liens or encumbrances, covenants, conditions, reservations, restrictions, easements, leases, licenses, occupancies, or tenancies (oral or in writing) except as set forth on Exhibit C attached hereto and made a part hereof ("**Permitted Encumbrances**"). This Agreement and the rights and privileges granted herein are subject to and restricted by all limitations, covenants, reservations, exceptions, conditions, restrictions, rights, titles, interests, profits a prendre, licenses, easements, rights of way, and estates vested in any other(s) of record as of the Effective Date, and/or apparent from an inspection of Land, including but not limited to any and all recorded gas, oil, coal, and mineral estate(s) affecting or pertaining to the Land, which encumber and bind Landlord in Landlord's use, enjoyment, right of possession, and/or title in or to the Premises. As used herein, "Knowledge of Landlord or Landlord's Knowledge" or any other similar knowledge qualification, means the actual or constructive knowledge of Linda Thomson or Michele L. Clapper. Landlord has not (and has not agreed to do any of the following): granted, confirmed, consented to, acknowledged or recognized any interest of any third party (including neighboring land owners) in the Premises (including any claim, lien, encumbrance, mortgage, security instrument, option, lease, easement, license, use or occupancy agreement or other reservation of rights by or in favor of others, including water, mining, mineral or oil and gas rights, in each case whether recorded or unrecorded) regarding the ownership, possession, improvement, financing, or use of the Premises or solar energy development rights in the Premises or Landlord's interest in the Premises (collectively, "**Third Party Interests**") that will be binding on Landlord or the Premises after the Effective Date. If the foregoing representation and warranty is inaccurate, or if any Third Party Interests are discovered or arise from and after the Effective Date, promptly upon the reasonable request of Tenant, Landlord will at its own cost and expense obtain such consents, releases, surface rights waivers, non-disturbance agreements, subordination agreements or other written documents as Tenant may reasonably request with respect to any Third Party Interests that, in Tenant's sole discretion, would interfere with, conflict with, prohibit or restrict Tenant's ability to enter and use the Premises for Tenant's intended use (including the development, financing, construction, installation and operation of the Solar Project Improvement on the Premises). Landlord makes no warranty regarding the ownership or other right in or to oil, gas, coal, or other minerals on, in, or under the Premises.

7.3 LANDLORD PROVIDES NO WARRANTY EXPRESS OR IMPLIED WITH RESPECT TO THE CONDITION OF THE PREMISES OR ANY PORTION THEREOF OR THE SUITABILITY OF THE PREMISES FOR ANY INTENDED USE BY TENANT, INCLUDING, WITHOUT LIMITATION, USE OF THE PREMISES FOR A SOLAR ENERGY PROJECT. Tenant is solely responsible for conducting its own inspection and evaluation of Premises.

7.4 Landlord has no knowledge of any pending or threatened suit, action, claim, condemnation proceeding, violation of any legal requirement, legal proceeding, or any other proceeding that could affect the Premises or any part thereof, Landlord's right, power or authority to lease the Premises or any part thereof, or the ability of the Tenant to develop the Solar Project. Landlord covenants and agrees to give Tenant prompt notice of the institution or occurrence of any such circumstance;

7.5 Landlord warrants that it has not received notice of any existing violations of federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations (collectively “**Hazardous Materials**”) on or under the Premises. Except in strict accordance with applicable laws, Landlord shall not cause any Hazardous Materials to be brought onto the Premises during the Lease Term. To Landlord’s Knowledge, there are no historical or archaeological features or endangered species habitats located on the Premises; Landlord covenants and agrees to give Tenant prompt notice of the institution or occurrence of any such circumstance;

7.6 Landlord’s activities and any grant of rights Landlord has made or makes (oral or written) to any person or entity, whether located on the Premises or elsewhere, will not currently or prospectively interfere with Tenant’s use of the Premises;

7.7 Landlord, at its sole cost and expense, will remove from the Premises any personal property, equipment or improvements within two (2) weeks of Landlord’s receipt of written notice from Tenant. Notwithstanding anything to the contrary contained herein, Landlord will reimburse Tenant for all costs and expenses for any damage to Tenant’s Solar Project Improvements resulting from Landlord’s or its agents’ entry onto the Premises;

7.8 Landlord represents and warrants that neither the Landlord’s Property nor the Premises is subject to any real property tax exemption pursuant to any federal, state or local real property tax exemption or preferential treatment, including those that could result in any rollback or retroactive taxes being assessed against the Landlord’s Property or the Premises;

7.9 Landlord shall not materially interfere with the free, unobstructed and open and unobstructed access to the sun over and across the Premises. At the reasonable request of Tenant, Landlord will also clear and keep clear from any property adjacent to the Premises that is owned by Landlord any trees or other items that obstruct the sunshine or solar irradiation needed to operate the Solar Project, but Landlord will not be otherwise responsible for any maintenance of the Premises or the Solar Project;

7.10 Provided that Tenant is not in default hereunder beyond all applicable notice and cure periods, Tenant shall be entitled to lawfully, peaceably and quietly hold, occupy, possess and enjoy the Premises for the Lease Term without hindrance or ejection by any person, subject to the terms of this Agreement; and

7.11 Landlord covenants and agrees that it will not enter into any transaction, take any action, or by inaction permit any event to occur which would result in any of the representations, warranties, and covenants of Landlord contained herein to not be true, correct, and satisfied at and as of the time immediately after the occurrence of such transaction, action or event.

8. **Covenants, Representations and Warranties of Tenant.** Tenant covenants, represents and warrants to Landlord as of the Effective Date that:

8.1 Tenant has the good and lawful right, power and authority to execute this Agreement and to do all things necessary to perform its terms;

8.2 Tenant will construct, operate and maintain the Solar Project Improvements during the Lease Term in good order, condition and repair in accordance with solar industry standards, maintenance requirements and standards and in accordance with all federal, state and local laws, regulations, ordinances and decrees applicable to the Premises including, without limitation, any environmental laws or regulations;

8.3 Tenant shall keep the Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Premises in connection with Tenant's use of the Premises pursuant to this Agreement; provided, however, that if Tenant wishes to contest any such lien, Tenant shall not be in breach of this Agreement if Tenant, within thirty (30) days after it receives notice of the filing of such lien, removes or bonds over such lien from the Premises pursuant to applicable law;

8.4 Tenant will pay for all utilities and services to the Premises that Tenant uses during the Term, including, but not limited to, water, sewer, gas, and electricity, if any;

8.5 Tenant will keep the Premises reasonably free of debris; and

8.6 Tenant will obtain and maintain the insurance required pursuant to Section 6.1.

9. **Condemnation.** In the event title or possession of all or any part of the Premises is taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority (a "**Condemning Authority**") having the power of eminent domain, or is sold to a Condemning Authority under threat of the exercise of that power, or should a partial taking render the Premises unsuitable for Tenant's use, in Tenant's sole judgment, then Tenant may, at its sole option, terminate this Agreement upon notice to Landlord as to all or any portion(s) of the remainder of the Premises not taken. In any event, this Agreement shall terminate with respect to rights and obligations not then accrued (excluding those accruing on account of such taking under this Section) with respect to any area of the Premises taken at the time the Condemning Authority takes possession of the applicable area. In the event of such partial taking wherein Tenant does not elect to terminate this entire Agreement, this Agreement shall remain in effect with respect to the area of the Premises with respect to which this Agreement is not terminated and the payments owed under Section 5 shall be adjusted accordingly based on the change in the acreage of the Premises. All payments made on account of any taking by a Condemning Authority shall be made directly to the Party entitled thereto under this Agreement. In the event of a total or partial taking, Tenant shall be entitled to all awards and compensation from the Condemning Authority for the reasonable removal and relocation costs of any of the Solar Project Improvements (including any taken or damaged), and for the loss and damage to any such property that Tenant elects or is required not to remove, and for the loss of use of the property by Tenant (including, without limitation, the leasehold value of this Agreement and the loss of business), provided that if such Condemning Authority makes any payments to Landlord that include amounts to which Tenant is entitled under this Agreement or applicable law, Landlord shall hold the same in trust for Tenant and shall forthwith make payment to Tenant of the award to which it is entitled. It is agreed that Tenant shall have the right to participate in any settlement proceedings and that Landlord shall not enter into any binding settlement agreement without the prior written consent of Tenant, which consent shall not be unreasonably withheld.

10. **Assignment.**

10.2 **Transfers by Tenant.** Tenant shall at all times have the right to encumber, mortgage, or grant subordinate rights and interests (including subleases and licenses) in all of its rights and interests under this Agreement without Landlord's consent. In addition, Tenant shall at all times have the right to sell, assign or transfer all of its rights and interests under this Agreement (collectively, "**Transfers**"), in each case without Landlord's consent; provided, however, that (i) any and all such Transfers shall be subject to all of the terms, covenants and conditions of this Agreement, (ii) no such Transfer shall be effective unless Tenant has provided to Landlord in advance of the proposed Transfer the name, address and title of the proposed entity accepting said Transfer (the "**Assignee**"), (iii) the Assignee agrees in writing to be bound to the terms and conditions of this Agreement, and (iv) the Assignee either (A) shall have a net worth of at least Ten Million Dollars (\$10,000,000), or (B) shall be an Affiliate of Tenant. For purposes of this Section: an "Affiliate" shall mean any corporation, limited liability company, partnership, or other entity which controls, is controlled by, or is under common control with Tenant; "control" in this context shall mean the right directly or indirectly to exercise fifty percent (50%) or more of the voting or governing power of the entity. No such Transfer, or grant shall relieve Tenant of its obligations under this Agreement unless Tenant assigns its entire interest under this Agreement and the Assignee expressly assumes all Tenant's duties and obligations under this Agreement after the effective date of such assignment, in which event (i) Tenant shall have no liability hereunder for any duties and obligations under this Agreement that occur after any period following the effective date of such assignment, and (ii) references to "Tenant" in this Agreement shall be deemed to mean the Assignee of such interest.

10.3 **Transfers by Landlord.** Landlord shall have full right and authority to Transfer to one or more transferees, any or all right or interest in the Premises, which may include Landlord's right to payment under this Agreement, so long as such Transfers do not impair or interfere with Tenant's rights under this Agreement. To the extent such transferee assumes any or all of Landlord's obligations under this Agreement, Landlord shall be relieved of such obligations so long as such Transfer is accompanied by an assignment and assumption pursuant to a written document. Landlord shall notify Tenant in writing of any such Transfer and send Tenant a signed copy of such assignment and assumption along with the name, address and telephone number of the assignee.

11. **Financing Conditions and Required Modifications.** If any lender or Leasehold Mortgagee (hereinafter defined) shall request any modification or amendment to this Agreement as a condition to any financing for the Solar Project Improvements, to making a mortgage loan, or to a bond, equity, or security offering, Landlord covenants and agrees to cooperate in good faith, but at Tenant's cost, and make such modifications and amendments to the Agreement as reasonably requested by such party, including the execution of such instrument (in recordable form to the extent required) effecting such modifications and amendments, provided that such modifications and amendments do not materially increase the obligations of Landlord hereunder or materially reduce the rights or remedies of Landlord hereunder, For purposes of this Agreement, "**Leasehold Mortgagee**" shall mean any mortgagee or holder of any mortgage, deed of trust or other security interest in this Agreement or in any Solar Project Improvements.

12. **Default.**

12.1 **Landlord's Termination and Remedies.** Landlord shall have the right to terminate this Agreement if (a) a material default in the performance of Tenant's obligations under this Agreement shall have occurred and remains uncured, (b) Landlord notifies Tenant in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default, (c) the default shall not have been remedied (i) within thirty (30) days after Tenant receives the written notice if the default is the failure to timely make any monetary payment required hereunder, or (ii) within ninety (90) days after Tenant receives the written notice in the case of any other default hereunder, or, if the cure will take longer than ninety (90) days with respect to a default that is subject to this subparagraph (ii), Tenant has not begun diligently to undertake the cure within the relevant time period and thereafter does not prosecute the cure to completion, and (d) if appropriate, Landlord notifies any lender or Leasehold Mortgagee in accordance with any financing agreements or terms structured under Section 11 of this Agreement, and the default shall not have been remedied within the time periods set forth in any such agreement or terms with any such lender or Leasehold Mortgagee.

12.2 **Tenant Termination and Remedies.** If Landlord breaches any provision of this Agreement and such breach is not cured within fifteen (15) business days after written notice from Tenant, then, in addition to any other remedies Tenant may have at law or in equity, Tenant may terminate this Agreement or may cure such breach on Landlord's behalf and all reasonable costs incurred by Tenant in this respect shall be reimbursed by Landlord to Tenant upon demand (with interest accruing on any unpaid amounts at the Interest Rate), or Tenant may elect to offset amounts due from Landlord pursuant to this Section against future payments due from Tenant to Landlord pursuant to this Agreement. Tenant shall have the right to terminate this Agreement by thirty (30) days' prior written notice with no further liability upon either the termination of its power purchase agreement with its customer relating to the Solar Project or upon a force majeure event, change in law, or other event causing the Solar Project to be uneconomical for Tenant.

12.3 Each Party shall use good faith commercially reasonable efforts to minimize its damages and the other Party's liability arising from or in connection with this Agreement.

13. **Indemnity.**

13.1 **Indemnity by Tenant.** Tenant shall indemnify, defend, and hold harmless Landlord and Landlord's members, directors, lenders, officers, employees, agents, and contractors (each, an "Landlord Indemnified Party" and collectively, "Landlord Indemnified Parties") from and against any and all losses, damages, claims, expenses and other liabilities, including reasonable attorneys' fees (collectively, "**Damages**"), resulting from or arising out of (a) any operations or activities of Tenant on the Premises; (b) any negligent act or negligent failure to act on the part of Tenant or anyone else engaged in doing work for Tenant; (c) any breach of this Agreement by Tenant; or (d) the failure to be true of any representation or warranty made by Tenant in this Agreement. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to Damages claimed by an Landlord Indemnified Party to the extent such Damages are caused by any negligent act or omission or willful misconduct on the part of the Landlord Indemnified Parties, or any breach of this Agreement by the Landlord Indemnified Parties.

13.2 **Indemnity by Landlord.** Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant), and hold harmless Tenant and Tenant's members, partners, mortgagees, officers, employees, agents, and contractors (each, a "Tenant Indemnified Party" and collectively, "Tenant Indemnified Parties") from and against any and all Damages resulting from or arising out of (a) any operations or activities of Landlord on the Premises; (b) any negligent act or negligent failure to act on the part of Landlord or anyone else engaged in doing work for Landlord, (c) any activities of Landlord on the Premises prior to the Effective Date; (d) any breach of this Agreement by Landlord; or (e) the failure to be true of any representation or warranty made by Landlord in this Agreement. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to Damages claimed by a Tenant Indemnified Party to the extent such Damages are caused by any negligent act or omission or willful misconduct on the part of the Tenant Indemnified Parties, or any breach of this Agreement by the Tenant Indemnified Parties.

14. **Notice.** All notices under this Agreement shall be properly given only if made in writing and mailed by certified mail, return receipt requested, postage prepaid, or delivered by hand (including messenger or recognized delivery, courier or air express service) to the party at the address set forth in this Section 14 or such other address as such party may designate by notice to the other party. Such notices and other communications shall be effective on the date of receipt (evidenced by the certified mail receipt) if mailed or on the date of such hand delivery if hand delivered. Unless changed in accordance with this Agreement, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Landlord:

If to Tenant:

Any Party hereto may, from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address(es) or different person(s) to which all such notices or demands are thereafter to be addressed.

15. **Memorandum.** The Parties will execute and deliver concurrently with the execution of this Agreement a memorandum in the form set forth on Exhibit E attached hereto and incorporated herein by this reference, which Tenant may record in the real property record in the county in which the Premises are located. Following amendment to or termination of this Agreement and upon the request of either Party, the Parties agree to execute and record additional memoranda or documents as necessary and requested to reflect such amendment or termination in the real property record in said county.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person, property or circumstance which is not of essence to this Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement or the

application of such term or provision to persons, properties and circumstances other than those which it is invalid or unenforceable, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law. The provisions of this Section 16 shall survive the termination of this Agreement.

17. **Certificates.** Upon written request by either Tenant or Landlord, the other Party will, without charge, at any time and from time to time, certify in writing to the best of its knowledge: (a) as to whether this Agreement has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the existence of any known default or Event of Default hereunder; (c) as to the existence of any known offsets, counterclaims or defenses thereto on the part of the non-defaulting Party; and (d) as to any other matters as may be reasonably requested. Any such certificate may be relied upon by the Party requesting it and by any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate will be binding on the Party executing same. Such certificate will be provided to the requesting Party within ten (10) days after that Party's request therefor.

18. **Binding Effect.** All of the provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors, successors-in-title, subtenants, and assigns. If any of the Parties consist of more than one person or entity, each such person and entity will be jointly and severally liable for the performance of this Agreement.

19. **Confidentiality.**

19.1 **Confidential Information.** Each Party (the "**Receiving Party**") shall maintain in the strictest confidence, for the benefit of the other Party (the "**Disclosing Party**") all information disclosed to the Receiving Party by the Disclosing Party and marked or otherwise designated as being "CONFIDENTIAL" ("**Confidential Information**"). Without limiting the foregoing (a) the financial terms of or payments under this Agreement shall be considered the "**Confidential Information**" of each Party as to the other, and (b) all information comprising Tenant's plans with respect to the Premises, and all information comprising Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Solar Project shall also be considered the "**Confidential Information**" of Tenant as the Disclosing Party, whether disclosed by Lessee or discovered by Landlord. Notwithstanding any of the foregoing, in no event shall any of the following information constitute the Confidential Information of either Party: (i) information that is in the public domain by reason of prior publication through no act or omission of a Receiving Party or its employees or agents, and (ii) information that was already known to the Receiving Party, at the time of disclosure and which the Receiving Party is free to use or disclose without breach of any obligation to any person or entity.

19.2 **Non-Use and Non-Disclosure Covenants.** To the fullest extent permitted by law, each Receiving Party shall not use the Confidential Information of the Disclosing Party for the benefit of the Receiving Party outside of the contemplations of this Agreement, nor shall a Receiving Party publish or otherwise disclose the Confidential Information of the Disclosing Party to others, or permit its use by others for their benefit or to the detriment of the Disclosing Party, except as contemplated by this Agreement. Notwithstanding the foregoing, a Receiving Party may provide Confidential Information as required or appropriate to attorneys, accountants,

lenders and potential lenders, investors and potential investors, or third parties who may be assisting the Receiving Party in connection with this Agreement or with whom the Receiving Party may be negotiating in connection with the Premises or the Solar Project, or the Receiving Party's financial, insurance or other planning, or as may be necessary to administer or enforce this Agreement; provided that the Receiving Party shall first inform each such party to whom such information is provided of the restrictions of this Section, and that the Receiving Party will be responsible for any disclosures of the Confidential Information by any such recipient that is in violation of this Section 19.2. Further, notwithstanding anything to the contrary herein, Tenant shall have the right to disclose this Agreement and the Confidential Information that relates to this Agreement or to the construction, operation or maintenance of the Solar Project to governmental entities, regulatory entities, utility companies and other entities and agencies, to the extent (and only to the extent) necessary in connection with Tenant's due diligence, processing of entitlements and approvals for Solar Project, financing of the Solar Project, to any potential acquirer of all or substantially all of the Tenant's assets or business, and otherwise as reasonably appropriate in connection with the Solar Project.

19.3 Legally Compelled Disclosure. If a Receiving Party becomes legally compelled to disclose any of the Confidential Information, that Party will provide the Disclosing Party with notice of that requirement so that the Disclosing Party may seek a protective order or other appropriate remedy at the Disclosing Party's risk and expense. The Receiving Party will furnish only that portion of the Confidential Information which is legally required, and the Receiving Party will cooperate with the Disclosing Party's counsel (at the Disclosing Party's expense) to enable the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

19.4 Equitable Relief; Survival. The Parties acknowledge that it may be difficult to estimate damages resulting from any breach of this Section. Consequently, the Parties shall be entitled to injunctive or such other equitable relief as may be appropriate to prevent a breach or threatened or continuing breach of this Section 19 without forgoing any legal relief to which the Parties may otherwise be entitled to recover. The obligations of this Section 19 shall survive the expiration or termination of this Agreement.

20. Brokerage.

20.1 Landlord. Landlord represents and warrants to Tenant that no broker, agent or finder is entitled to any commission, fee, or similar compensation as a result of having dealt with Landlord or having been engaged by Landlord in connection with this Agreement, and Landlord hereby agrees to defend, indemnify and hold Tenant harmless from any cost, loss, damage or expense, including, but not limited to, reasonable attorneys' fees and expenses and costs of litigation, which Tenant may incur, suffer or be threatened with on account of any claim for a fee, commission or similar compensation by any broker, agent or finder who has dealt with Landlord.

20.2 Tenant. Tenant represents and warrants to Landlord that no broker, agent or finder is entitled to any commission, fee, or similar compensation as a result of having dealt with Tenant or having been engaged by Tenant in connection with this Agreement, and Tenant hereby agrees to defend, indemnify and hold Landlord harmless from any cost, loss damage or expense,

including, but not limited to, reasonable attorneys' fees and expenses and costs of litigation, which Landlord may incur, suffer or be threatened with on account of any claim for a fee, commission or similar compensation by any broker, agent or finder who has dealt with Tenant.

20.3 **Survival.** The Parties agree that the indemnities contained in this Section 20 will survive the expiration or any permitted termination of this Agreement.

21. **Zoning and Permits.** Tenant is hereby authorized, at any time and from time to time during the terms of this Agreement, in the name of Landlord, Tenant or both, to file with the appropriate governmental authorities one or more applications (a) to zone and/or to rezone the Premises, or any portion thereof, to such zoning classifications as Tenant may from time to time deem appropriate for such use, (b) to change the land use plan applicable to the Premises, (c) to obtain use permits with respect to the Premises, or any portion thereof, for the installation and operation of the Solar Project Improvements and other improvements authorized hereby, (d) to obtain variances from zoning and use restrictions otherwise applicable to the Premises, or (e) to have conditions placed on the use of the Premises in connection with any zoning or rezoning. Landlord agrees to cooperate fully with Tenant in seeking to obtain and in obtaining such rezoning, permits, variances and subdivisions; provided, however, that all costs and expenses for filing such applications and obtaining approval thereof will be paid by Tenant. Landlord further agrees, promptly upon request by Tenant, to sign such applications Tenant may seek to file with governmental authorities in order to obtain any separate addresses, zoning, rezoning, change of land use plan, building permits, licenses and other regulatory approvals required in connection with Tenant's use of the Premises and/or the demolition or construction of improvements on the Premises; provided, however, that all costs and expenses incident to filing such applications and obtaining approval thereof will be paid by Tenant. So long as Landlord shall comply with its obligations to cooperate with Tenant with respect to zoning and permits as hereinabove set forth, Landlord shall not have any liability to Tenant or any other person or entity for any loss, cost, expense of Tenant related to its failure or inability to obtain any particular zoning or permits related to the Solar Project.

22. **No Waiver.** No failure by Landlord or Tenant to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any such term or a mutual departure from the terms of this Agreement. Either Party at any time may demand strict compliance with the terms of this Agreement notwithstanding any prior failure to enforce any term of this Agreement.

23. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Tenant or Landlord shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

24. **Force Majeure.** If either Party hereto will be delayed, hindered in, or prevented from, the performance of its obligations hereunder by reason of strikes, utility or government action, pandemic, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, acts of terrorists, or other reason of like nature that are beyond the reasonable control of such Party (each, a "**Force Majeure Event**"), such Party will be excused for the period of time equivalent to the delay caused by such Force Majeure Event; provided such affected Party provides notice

to the other Party and uses reasonable efforts to avoid or remove such causes of non-performance and shall continue such performance hereunder whenever such causes are removed. If an event of Force Majeure shall have occurred and be continuing for a period of at least one hundred eighty (180) consecutive days, then Tenant shall be entitled to terminate the Agreement upon sixty (60) days' prior written notice to the Landlord. If at the end of such sixty (60) day period such event of Force Majeure shall still continue, the Agreement shall automatically terminate. Upon such termination for an event of Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

25. **Destruction and Damage.** If any damage to the Solar Project or the Solar Project Improvements renders all or a substantial portion of the overall Solar Project untenable or non-operational, in Tenant's sole judgment, or as a result of such casualty any agreement with the utility is terminated (a "**Substantial Interference**"), then regardless of whether there are insurance proceeds available to Tenant for such Substantial Interference, Tenant may terminate this Agreement and Landlord shall have no claim against Tenant for, and will be deemed to have released Tenant and Tenant's agents and affiliates from responsibility for and waived any claim of recovery for any cost, loss, expense or damages suffered or incurred by Landlord as a result of such termination except for Tenant's obligation to remove all Solar Project Improvements and to restore the Premises as provided in Section 5.2 of this Agreement. Nothing set forth above shall relieve either Party of any indemnity obligation that survives the termination of this Agreement.

26. **Interest.** In those circumstances where Tenant or Landlord fails or refuses to pay any amounts owed under this Agreement and Landlord or Tenant elects to pay such amounts as herein provided, interest shall accrue on the overdue amount at the rate of 10% per annum until the date paid.

27. Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

28. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than the Tenant Indemnities, and any lender or Leasehold Mortgagee.

29. **General.** Reference to Landlord and Tenant, whenever consistent with the context, will include either the number and the neuter, feminine or masculine gender where the context permits or requires. In the absence of a specific provision to the contrary, the Party upon whom an obligation is imposed by this Agreement will perform the obligation at its own expense. Section or paragraph headings relating to the content of the particular paragraphs are inserted only for the purpose of convenience and are not to be construed as part of the particular paragraphs to which they refer, and will not affect the meaning of this Agreement in any way. This Agreement constitutes the entire agreement and understanding between the Parties hereto and the Parties will not be bound by any prior or contemporaneous promises, representations, agreements, understandings or inducements between the Parties respecting the subject matter hereof or thereof other than those expressly set forth and stipulated in this Agreement. This

Agreement may not be added to or modified in any way except by written agreement signed by the Parties hereto. It is the intention of the Parties hereto to create an estate for years in the Premises and to create the relationship of landlord and tenant and no other relationship whatsoever, and nothing contained herein will be construed to create between Landlord and Tenant any partnership or joint venture or the relationship of debtor and creditor or of principal and agent for any purpose whatsoever. Time is of the essence of each and every provision hereof. All exhibits to this Agreement are hereby incorporated in this Agreement and are made a part hereof by reference.

30. **Counterparts; Delivery; Storage and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart of this Agreement. This executed Agreement, together with any attachments hereto, may be photocopied and stored on computer tapes, disks, and similar electronic storage media ("Imaged Document"). If an Imaged Document is introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding, no party to this document shall object to the admissibility of the Imaged Document on the basis that such was not originated or maintained in documentary form under either the hearsay rule, the best evidence rule, or other rule of evidence. Each Party to this Agreement agrees that electronic signatures of the Parties included in this document are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including, without limitation, facsimile or email electronic signatures.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals
the day and year first above written.

LANDLORD:

By: _____
Name: _____
Title: _____

TENANT:

By: _____

Name:

Title:

EXHIBIT A

LANDLORD'S PROPERTY

All that certain piece, parcel or tract of land as described as Tax Parcel
_____, consisting of approximately _____ acres, located in
_____ County, _____.

EXHIBIT B

PREMISES

[insert description and depiction of the Premises and the Access Area Easement(s), Utility Line Area Easement(s), and Solar Easement(s)]

[NOTE: THIS WILL BE PREPARED DURING OPTION PERIOD]

EXHIBIT B-1

EASEMENTS

This Exhibit B-1 is attached to and made a part of Exhibit B to that certain SOLAR LEASE AGREEMENT (“**Agreement**”) between _____ and _____, dated _____, 202_. Capitalized terms used below will have the meaning attributed to them in the Agreement unless otherwise defined herein.

The Premises covered by the Agreement will include the following easements which will be in effect during the Lease Term which are hereby granted in favor of Tenant, its managers, members, officers, directors, investors, contractors, invitees and guests:

A non-exclusive easement for vehicular and pedestrian (including, without limitation, construction vehicles and equipment) ingress and egress over the area depicted as the “**Access Area Easement**” on Exhibit B, in order to provide access to the Premises for the design, construction, installation, operation, maintenance and repair of the Solar Project Improvements; and

A non-exclusive easement for the design, construction, installation, development, ownership, operation, use, maintenance, repair, relocations, replacement and removal of an integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring, wiring devices, overhead and underground electrical energy collection fixtures, facilities and equipment, overhead and underground generation-tie power line fixtures, facilities and equipment, overhead and underground communications lines, energy storage facilities, fences and gates, overhead and underground gas, electric, telecommunications, water, sewer or other utility fixtures, facilities and equipment related to one or more solar electric generating facilities for the purpose of connecting the Solar Project Improvements on the Premises to offsite electrical transmission facilities or equipment or other utilities necessary or appropriate to service the Solar Project Improvements over the area depicted as the “**Utility Line Area Easement**” on said Exhibit B.

An exclusive easement for the free flow of sunshine and solar irradiation throughout the entire area of the Premises, which shall consist of horizontally three hundred and sixty degrees (360°) from each point within the Premises where any Solar Project Improvements are or may be located at any time or from time to time to the boundaries of the Premises, and vertically through all space above the surface of the Premises (the “**Solar Easement**”).

[ACCESS AREA EASEMENT(S) AND UTILITY LINE AREA EASEMENT(S) TO BE LOCATED PRIOR TO THE CONSTRUCTION COMMENCEMENT DATE AS PROVIDED IN SECTION 3.1]

EXHIBIT C

PERMITTED ENCUMBRANCES

1. Ad valorem real property taxes for the calendar year in which the Effective Date occurs which are not yet due and payable.
2. All matters which would be disclosed by a current and accurate survey and inspection of the Premises.
3. All matters filed and properly indexed in the real property records of
_____ County, _____.

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

PREPARED BY
AND WHEN RECORDED RETURN TO:

Attention:_____

Legal Description and PIN(s):

See Schedule 1.

(Space Above for Recorder's Use)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made and entered into as of _____, 202_ (the "**Effective Date**"), by and between _____ ("**Landlord**"), whose address is _____, and _____ ("**Tenant**"), whose address is _____. Landlord and Tenant are sometimes referred to individually as a "**Party**" and collectively as "**Parties**".

Recitals

Whereas, Landlord is the owner of that certain real property located in _____ County, _____, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Landlord's Property**").

Whereas, Landlord and Tenant are parties to that certain Solar Lease Agreement dated _____, 202_ (as such may now or hereafter be amended, the "**Agreement**" and which is hereby incorporated in its entirety into this Memorandum as though set forth in full), under which Agreement, among other things, Landlord has leased to Tenant all or a portion of the Landlord's Property as more particularly described on **Exhibit B** attached hereto (together with all appurtenances and rights related thereto, the "**Premises**"). Capitalized terms not otherwise defined in this Memorandum shall have the meanings given in the Agreement.

Whereas, Landlord and Tenant now desire to provide for public notice of the existence of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Lease of Property/Grant of Easements.** Pursuant to the terms and

conditions of the Agreement, (x) Landlord grants, demises, lets and leases unto Tenant, and Tenant takes and leases from Landlord, a leasehold interest in the Premises (the “**Lease**”), as described on **Exhibit B**, for various permitted uses associated with generation of power from solar energy on the Premises, including, without limitation, for solar resource evaluation, solar energy and battery storage development, the installation, construction, maintenance, repair, replacement and removal of solar energy producing, battery storage and transmission facilities and related solar energy uses and other energy-generating activities, including the right to exclude all others, all as described in the Agreement, and (y) Landlord grants to Tenant the Easements, consisting of (i) a non-exclusive easement for vehicular and pedestrian (including, without limitation, construction vehicles and equipment) ingress and egress over in the area described for the “Access Area Easement” on **Exhibit B**, in order to provide access to the Premises for the design, construction, installation, operation, maintenance and repair of the Solar Project Improvements, (ii) a non-exclusive easement for the design, construction, installation, development, ownership, operation, use, maintenance, repair, relocations, replacement and removal of an integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring, wiring devices, overhead and underground electrical energy collection fixtures, facilities and equipment, overhead and underground generation-tie power line fixtures, facilities and equipment, overhead and underground communications lines, energy storage facilities, fences and gates, overhead and underground gas, electric, telecommunications, water, sewer or other utility fixtures, facilities and equipment related to one or more solar electric generating facilities for the purpose of connecting the Solar Project Improvements on the Premises to offsite electrical transmission facilities or equipment or other utilities necessary or appropriate to service the Solar Project Improvements over in the area described for the “Utility Line Area Easement” on **Exhibit B**, and (iii) an exclusive easement for the free flow of sunshine and solar irradiation throughout the entire area of the Premises, which shall consist of horizontally three hundred and sixty degrees (360°) from each point within the Premises where any Solar Project Improvements are or may be located at any time or from time to time to the boundaries of the Premises, and vertically through all space above the surface of the Premises.

2. **Term.** Subject to the terms and conditions set forth in the Agreement, the Lease Term is comprised of a Construction Period and an Operations Term of _____ (_____) years from the first day of the month following the date of completion and final acceptance of the Solar Project for operation, unless sooner terminated as provided in the Agreement. Landlord hereby grants to Tenant the right to extend the Lease Term for _____ (_____) period(s) of _____ (_____) year(s) each, subject to the terms and conditions set forth in the Agreement.

3. **Ownership of Facilities.** Unless abandoned by Tenant per the terms of the Agreement, Landlord has no right, title, ownership or other interest in any improvements, personal property or trade fixtures installed or erected by Tenant on the Property. All improvements installed or erected on the Property by Tenant shall not be deemed to be permanent fixtures (even if permanently affixed to the Property) and shall be and remain the sole property of Tenant.

4. **Tenant’s Exclusive Rights to Sunshine/Solar irradiation/Freedom from Interference.** Tenant’s exclusive rights to the flow of sunshine and solar irradiation to

and across the Property and other property of Landlord pursuant to the Agreement prohibits the obstruction or interference by Landlord (other than Tenant and persons claiming through or under Tenant) with the free flow of sunshine and solar irradiation throughout the entire area of the Property, which shall consist of three hundred sixty degrees (360) horizontally from each point within the Property where any Solar Project Improvements are or may be located at any time or from time to time to the boundaries of the Property, and vertically through all space above the surface of the Property.

5. **Leasehold Mortgage.** Section 10.1 of the Lease provides that Tenant shall have the right, without Landlord's consent, to mortgage an otherwise encumber Tenant's interests under the Agreement to secure a loan or other financing for the development and/or construction of the Solar Project Improvements and/or the conversion, replacement or refinancing of such a loan and/or the conversion, replacement and/or refinancing of any subsequent loan.

6. **Binding Effect; Running Covenant.** The Agreement is binding upon and inures to the benefit of the Landlord and Tenant and their respective heirs, successors and assigns. It is intended to constitute a covenant that runs with the land, such that any purchaser of Landlord's interest in the Property shall take such interest subject to the Agreement.

7. **Recording.** This Memorandum is executed for the purpose of recordation in Somerset County, in order to subject the Property to the Agreement and to give notice of all of the terms, provisions and conditions of the Agreement. The leasehold estate created and conveyed hereby is intended to be the same estate created by the Agreement and is further intended to be governed by the Agreement and the provisions thereof.

8. **Conflict of Provisions.** This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Tenant and Landlord under the Agreement. In the event of any inconsistency between this Memorandum and the Agreement, the terms of the Agreement shall control.

9. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

LANDLORD:

By: _____

Name: __

Title: __

STATE OF _____)
) SS.
COUNTY OF _____)

On this __ day of _____, _____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same as his/her free and voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[official seal]

NOTARY PUBLIC IN AND FOR THE STATE OF

Notary's Name (Printed): _____

My commission expires: _____

[SIGNATURES CONTINUE OF FOLLOWING PAGE]

TENANT:

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, Notary Public in and for said County and State, do hereby certify that _____, a _____ of _____, a _____ limited liability company, who is personally known to me to be a _____ of said limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as _____ of said limited liability company, pursuant to the authority given by the _____ of said limited liability company, as his/her free and voluntary act and deed, and the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this the ____ day of _____, _____.

[official seal]

NOTARY PUBLIC IN AND FOR THE STATE OF
Notary's Name (Printed): _____
My commission expires: _____

[add appropriate acknowledgement]

EXHIBIT A

DESCRIPTION OF LANDLORD'S PROERTY

[to be attached]

EXHIBIT B

DESCRIPTION OF PREMISES AND EASEMENTS

[to be attached]



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: 1
SUBJECT: APPROVE AGREEMENT NO. A-7415, WITH PARAGON PARTNERS, LTD FOR CONSULTING SERVICES ON PN 653, THE SR-138 (PALMDALE BOULEVARD) WIDENING PROJECT IN THE AMOUNT OF \$178,850.

ISSUE

Approve Agreement No. A-7415 with Paragon Partners, LTD for consulting services on PN 653, the SR-138 (Palmdale Boulevard) Widening Project in the amount of \$178,850.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-7415, with Paragon Partners for the SR-138 (Palmdale Boulevard) Widening Project.
2. Authorize the City Manager or his designee to execute Agreement No. A-7415, with Paragon Partners, LTD, including minimal and/or non-substantive changes.

BACKGROUND

State Route 138 (SR 138), otherwise known as Palmdale Boulevard, is a major arterial roadway that runs east-west and traverses State Route 14 (SR 14) in the City of Palmdale. It provides both local and regional access to the residential and business communities on both the east and west sides of SR 14, and has an average daily traffic volume of more than 25,000 vehicles.

The SR-138 Widening Project was initially funded in 2014 with the primary goals of improving the safety of the railroad crossing at Palmdale Boulevard and increasing the vehicular capacity of Palmdale Boulevard. The project budget was set at \$25 million, with a scope of work that included the reconfiguration of the railroad signal mast-arms and other associated rail equipment to current standards, the widening of Palmdale Boulevard to three lanes in each direction from 5th Street East to 10th Street East, and the improvement of two intersections of Palmdale Boulevard at 6th Street East and Sierra Highway.

This scope of work has been advanced to 95% Plans, Specifications, and Estimates (PS&E) with the California Department of Transportation (Caltrans), which represents the point at which the City is required to start committing significant dollars to purchase right-of-way from the 49 impacted parcels along Palmdale Boulevard. At this point, the City re-evaluated the project budget, and due to a combination of stakeholder directed scope creep, and the identification of a lengthy and costly right of way acquisition process, that would likely include eminent domain legal proceedings, the total cost of the project grew to its most recent \pm \$40 million estimate.

DISCUSSION

In an effort to preserve funding and still improve the safety of the railroad crossing, and avoid additional reconstruction in the future, the scope of work for the SR-138 Widening Project has been revised. This revised scope now more specifically targets the railroad safety improvement goal of the project and reduces the acquisition to \pm 14 parcels, and widening only where required by the intersection improvements of Palmdale Boulevard and Sierra Highway. Moreover, this revised scope is intended to provide flexibility for future widening projects, allowing agencies such as California Department of Transportation (Caltrans), California High Speed Rail (CHSR), or the City of Palmdale, to easily provide the capacity improvements at a later date.

Caltrans, as owner-operator of the roadway, will provide oversight and independent quality assurance to the revised Project Approval/Environmental Document (PA/ED) and the Plans, Specifications, and Estimates (PS&E), as well as be responsible for the ultimate approval of each of these documents. As such, the City has shared the conceptual plans for the revised scope of work with Caltrans and has received their approval of the revised Project Approach and scope of work. Acquisition of right of way and ultimately construction, will follow these steps.

FISCAL IMPACT

On March 6, 2013, the Palmdale City Council approved a Memorandum of Understanding (MOU)/Funding Agreement (FA) with the Los Angeles County Metropolitan Transportation Authority (LACMTA), via Palmdale Agreement No. A-4068, authorizing the use of Measure R Equity Grant funds for the project referenced herein. Under the terms and conditions contained in the Funding Agreement, LACMTA has authorized the programming of Measure R Equity Grant funds in the amount of \$25,000,000 for environmental clearance, design, and construction. The City of Palmdale is not required to provide an in-kind or cash match under Metro's Measure R Equity Grant program.

Funding for the Acquisition phase of this project is currently budgeted in Account No. S0049208-724525-3025. To date, the overall project has expended \pm \$3,659,841, and has a remaining balance of \pm \$21,340,159. The following tables show funding

expenditures, both past and anticipated in the future, for the initial and revised scopes of work.

INITIAL SCOPE OF WORK			
CATEGORY	Expended**	Future	Total
Design	\$2,714,769	\$487,851	\$3,202,620
Acquisition	\$369,898	\$2,172,507	\$2,542,405
Miscellaneous	\$575,174	\$500,000	\$1,075,174
Construction	\$0	\$33,027,037	\$33,027,037
Total	\$3,659,841	\$36,187,395	\$39,847,236

REVISED SCOPE OF WORK			
CATEGORY	Expended**	Future	Total
Design	\$2,714,769	\$1,168,092	\$3,882,861
Acquisition*	\$369,898	\$343,850	\$713,748
Miscellaneous	\$575,174	\$500,000	\$1,075,174
Construction	\$0	\$14,510,000	\$14,510,000
Total	\$3,659,841	\$16,521,942	\$20,181,783

*Acquisition Values require future appraisal. Numbers listed herein are estimates.

**Expended funds have already been utilized on the current scope of work.

The project schedule, both past and anticipated in the future, is outlined in the tables below, and includes time to complete the Plans, Specifications and Estimates, coordinate with Union Pacific Railroad (UPRR) and MetroLink, acquire real property from the impacted parcels, advertise and award the project, and construct the infrastructure improvements.

INITIAL SCOPE OF WORK			
CATEGORY	Start**	Finish	Duration
Design	09/24/14	03/29/22	2,743 days
Acquisition	04/23/18	03/15/22	1,422 days
Bidding	03/30/22	08/09/22	132 days
Construction	08/10/22	01/07/25	881 days
Total	09/24/14	01/07/25	3,758 days

REVISED SCOPE OF WORK			
CATEGORY	Start**	Finish	Duration
Design	03/02/21	05/08/23	570 days
Acquisition	06/22/21	04/24/23	480 days
Bidding	05/09/23	09/18/23	95 days
Construction	09/19/23	06/23/25	460 days
Total	03/02/21	06/23/25	1,125 days

As the tables above indicate, the revised scope of work reduces the overall project budget from ±\$40 million to ±\$20 million (includes funds already expended on current scope of work), while extending the estimated completion from January 2025 to June 2025.

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:	Chuck Heffernan P.E., Director of Public Works
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENTS

Agreement No. A-7415

**AGREEMENT NO. A-7415
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND PARAGON PARTNERS LTD**

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into this 6th day of April, 2021 by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and Paragon Partners LTD (hereinafter called "CONSULTANT").

RECITALS

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

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

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

CONSULTANT shall provide right of way management, title, appraisal, plat maps and legal descriptions, and acquisition services for 2 partial take and temporary construction easements, 10 partial highway easements and temporary construction easements, and 4 temporary construction easements.

Additionally, CONSULTANT shall prepare Right of Way Data Sheets for inclusion in the California Department of Transportation Supplemental Project Report, as well as Right of Way Requirement Exhibits for presentation to the City for resolution.

CONSULTANT's work shall be governed by Title 49 of the Code of Federal Regulations (CFR), Part 24, for the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, including changes that became effective in February 2005, and be provided in compliance with the California Department of Transportation right of way guidelines, as applicable.

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

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

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

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

2 CITY PROJECT MANAGER

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

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Phillip Bonina, CPM; Senior Project Manager
Marcial Fernandez; Senior Acquisition Agent
Lara Boyko; QA/QC Specialist
Colin Valles; Project Coordinator

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

4 COMMENCEMENT AND COMPLETION OF WORK

The execution of this Contract by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. CONSULTANT shall complete all the work described in Section 1 and submit final deliverables within six hundred thirty-five (635) working days following CONSULTANT's receipt of Authorization to Proceed. CONSULTANT shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

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

8 CONSULTANT'S PERSONNEL

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

8.2 CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this

Contract, and compliance with all reasonable performance standards established by CITY.

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of one hundred seventy-eight thousand, eight hundred fifty dollars (\$178,850.00), payable as follows:

TASKS	Senior Project Manager	Senior Acquisition Agent	QA/QC	Project Coordinator	Total Hours	Fees
Hourly Rate	\$195	\$110	\$135	\$85		
Project Management (Monthly meetings and Status Reporting & Oversight)	48	24	4	60	136	\$17,640
Title Report Review	6	12	12	24	54	\$6,150
Plats, Legal & City Exhibit Review & Mgmt.	6	18	8	18	50	\$5,760
Appraisal Review and Management	8	24	8	36	76	\$8,340
Review Appraisals Management	4	12	4	18	38	\$4,170
Document Preparation (Offer Purchase Package, Contracts/Agreements, Conveyance Instrument, et. al)	12	24	12	48	96	\$10,680
Acquisition/Negotiations	24	280	12	60	376	\$42,200
Escrow Coordination	4	8	6	48	66	\$6,550
Right of Way Certification	8	12	8	24	52	\$6,000
Project Close-out	2	4	4	24	34	\$3,410
Total Hours	120	414	74	336	944	\$110,900
Consultants						
Title Company (Commonwealth) - 7 PTR's & 1 for 9 R/R Parcels						\$6,800
Plat & Legal Engineer (Kahlen Group) 34 P&L – City ROW Exhibit						\$31,900
Appraiser (Valbridge) – 16 Parcels – 7 Reports						\$20,400
Appraiser Reviewer (Mo Hammad) – 7 Reports						\$5,250
ODC's						\$3,600
Total Costs						\$178,850

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

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

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

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

10 INDEMNIFICATION

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

aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

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

11.1.1 Workers’ Compensation and Employer’s Liability

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

11.1.2 Professional Liability Insurance*

- \$1,000,000.00 limit on a per occurrence basis
- \$2,000,000.00 general aggregate limit
- Policy form on a claims-made basis

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

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

Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."

B. "Severability of Interest" clause.

- 11.4 Promptly on execution of this Contract, and prior to commencement of any work, CONSULTANT shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONSULTANT has the required coverage and showing the required named insureds. Within five (5) days of written request from CITY, CONSULTANT shall deliver to CITY full and complete copies of all insurance policies required by this Contract.
- 11.5 The requirements as to the types and limits of insurance to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify CONSULTANT's liabilities and obligations under this Contract.
- 11.6 Any policy or policies of insurance that CONSULTANT elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.
- 11.7 All insurance coverage must be maintained throughout the duration of this Contract.
- 11.8 Acceptable Proof of Insurance:
- 11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.
- 11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the Housing Authority Counsel.
- 11.8.3 *When 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 for all claims made by CITY arising out of any acts or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- 11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONSULTANT fails to maintain the required

insurance for any period of time or fails to comply with any of the insurance requirements listed above.

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

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

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

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

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

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

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

- A. The amount involved, together with CONSULTANT's analysis of such cost or price; and
- B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.
- C. The requirement to hire only those persons authorized by federal law to work in the United States.

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

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

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

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

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

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

PARAGON PARTNERS LTD:

Steven D. Hofbauer Date
Mayor

Neilia LaValle Date
President and CEO

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

ADDRESS FOR NOTICE:
PARAGON PARTNERS LTD
5660 Katella Avenue, Suite 100
Cypress, CA 90630

APPROVE AS TO FORM:

Christopher L. Beck
City Attorney

ATTEST:

ATTEST: If Corporation

Shanae S. Smith
City Clerk

Secretary



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: 1
SUBJECT: APPROVE AGREEMENT NO. A-7414, WITH PARSONS FOR
ENGINEERING DESIGN SERVICES ON PN 653, THE SR-138
(PALMDALE BOULEVARD) WIDENING PROJECT IN THE
AMOUNT OF \$1,168,092.

ISSUE

Approve Agreement No. A-7414 with Parsons for design services on PN 653, the SR-138 (Palmdale Boulevard) Widening Project in the amount of \$1,168,092.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-7414, with Parsons for the SR-138 (Palmdale Boulevard) Widening Project.
2. Authorize the City Manager or his designee to execute Agreement No. A-7414, with Parsons, including minimal and/or non-substantive changes.

BACKGROUND

State Route 138 (SR 138), otherwise known as Palmdale Boulevard, is a major arterial roadway that runs east-west and traverses State Route 14 (SR 14) in the City of Palmdale. It provides both local and regional access to the residential and business communities on both the east and west sides of SR 14, and has an average daily traffic volume of more than 25,000 vehicles.

The SR-138 Widening Project was initially funded in 2014 with the primary goals of improving the safety of the railroad crossing at Palmdale Boulevard and increasing the vehicular capacity of Palmdale Boulevard. The project budget was set at \$25 million, with a scope of work that included the reconfiguration of the railroad signal mast-arms and other associated rail equipment to current standards, the widening of Palmdale Boulevard to three lanes in each direction from 5th Street East to 10th Street East, and the improvement of two intersections of Palmdale Boulevard at 6th Street East and Sierra Highway.

This scope of work has been advanced to 95% Plans, Specifications, and Estimates (PS&E) with the California Department of Transportation (Caltrans), which represents the point at which the City is required to start committing significant dollars to purchase right-of-way from the 49 impacted parcels along Palmdale Boulevard. At this point, the City re-evaluated the project budget, and due to a combination of stakeholder directed scope creep, and the identification of a lengthy and costly right of way acquisition process, that would likely include eminent domain legal proceedings, the total cost of the project grew to its most recent \$40 million estimate.

DISCUSSION

In an effort to preserve funding and still improve the safety of the railroad crossing, and avoid additional reconstruction in the future, the scope of work for the SR-138 Widening Project has been revised. This revised scope now more specifically targets the railroad safety improvement goal of the project and reduces the acquisition to ± 14 parcels and widening only where required by the intersection improvements of Palmdale Boulevard and Sierra Highway. Moreover, this revised scope is intended to provide flexibility for future widening projects, allowing agencies such as California Department of Transportation (Caltrans), California High Speed Rail (CHSR), or the City of Palmdale, to easily provide the capacity improvements at a later date.

Caltrans, as owner-operator of the roadway, will provide oversight and independent quality assurance to the revised Project Approval/Environmental Document (PA/ED) and the Plans, Specifications, and Estimates (PS&E), as well as be responsible for the ultimate approval of each of these documents. As such, the City has shared the conceptual plans for the revised scope of work with Caltrans and has received their approval of the revised Project Approach and scope of work. Acquisition of right of way and ultimately construction, will follow these steps.

FISCAL IMPACT

On March 6, 2013, the Palmdale City Council approved a Memorandum of Understanding (MOU)/Funding Agreement (FA) with the Los Angeles County Metropolitan Transportation Authority (LACMTA), via Palmdale Agreement No. A-4068, authorizing the use of Measure R Equity Grant funds for the project referenced herein. Under the terms and conditions contained in the Funding Agreement, LACMTA has authorized the programming of Measure R Equity Grant funds in the amount of \$25,000,000 for environmental clearance, design, and construction. The City of Palmdale is not required to provide an in-kind or cash match under Metro's Measure R Equity Grant program.

Funding for the PA/ED and PS&E phases of this project is currently budgeted in Account No. S0049208-724525-3025. To date, the overall project has expended $\pm \$3,659,841$, and has a remaining balance of $\pm \$21,340,159$. The following tables show funding

expenditures, both past and anticipated in the future, for the initial and revised scopes of work.

INITIAL SCOPE OF WORK			
CATEGORY	Expended**	Future	Total
Design	\$2,714,769	\$487,851	\$3,202,620
Acquisition	\$369,898	\$2,172,507	\$2,542,405
Miscellaneous	\$575,174	\$500,000	\$1,075,174
Construction	\$0	\$33,027,037	\$33,027,037
Total	\$3,659,841	\$36,187,395	\$39,847,236

REVISED SCOPE OF WORK			
CATEGORY	Expended**	Future	Total
Design	\$2,714,769	\$1,168,092	\$3,882,861
Acquisition*	\$369,898	\$343,850	\$713,748
Miscellaneous	\$575,174	\$500,000	\$1,075,174
Construction	\$0	\$14,510,000	\$14,510,000
Total	\$3,659,841	\$16,521,942	\$20,181,783

*Acquisition Values require future appraisal. Numbers listed herein are estimates.

**Expended funds have already been utilized on the current scope of work.

The project schedule, both past and anticipated in the future, is outlined in the tables below, and includes time to complete the Plans, Specifications and Estimates, coordinate with Union Pacific Railroad (UPRR) and Metrolink, acquire real property from the impacted parcels, advertise and award the project, and construct the infrastructure improvements.

INITIAL SCOPE OF WORK			
CATEGORY	Start**	Finish	Duration
Design	09/24/14	03/29/22	2,743 days
Acquisition	04/23/18	03/15/22	1,422 days
Bidding	03/30/22	08/09/22	132 days
Construction	08/10/22	01/07/25	881 days
Total	09/24/14	01/07/25	3,758 days

REVISED SCOPE OF WORK			
CATEGORY	Start**	Finish	Duration
Design	03/02/21	05/08/23	570 days
Acquisition	06/22/21	04/24/23	480 days
Bidding	05/09/23	09/18/23	95 days
Construction	09/19/23	06/23/25	460 days
Total	03/02/21	06/23/25	1,125 days

As the tables above indicate, the revised scope of work reduces the overall project budget from ±\$40 million to ±\$20 million (includes funds already expended on current scope of work), while extending the estimated completion from January 2025 to June 2025.

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:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Chuck Heffernan P.E., Director of Public Works

Keith Kang, Finance Manager

J.J. Murphy, ICMA-CM, City Manager

Christopher Beck, City Attorney

ATTACHMENTS

Agreement No. A-7414

**AGREEMENT NO. A-7414
CONTRACT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE CITY OF PALMDALE AND PARSONS**

THIS CONTRACT FOR DESIGN PROFESSIONAL SERVICES (“Contract” herein) is made and entered into this 6th day of April, 2021 by and between the City of Palmdale a public body corporate and politic, (hereinafter called “CITY”) and Parsons (hereinafter called “PROJECT DESIGNER”).

RECITALS

WHEREAS, City desires to engage PROJECT DESIGNER to perform certain technical and professional services, as provided herein, in connection with that certain project identified as PN 653: SR-138 Widening.

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

WHEREAS, PROJECT DESIGNER desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

1. PROJECT MANAGEMENT (PA/ED THROUGH PS&E)

1.1 Coordination and Meetings

PROJECT DESIGNER shall conduct monthly meetings with the PDT to discuss progress and project issues, and to exchange project information. The PROJECT DESIGNER'S Project Manager, Project Engineer, and technical staff, as necessary, will attend monthly PDT meetings through PS&E approval and project Ready to List, which is assumed to be November 2023. PROJECT DESIGNER will attend focus meetings including right-of-way, railroad, and utility focus meetings.

1.1.1 Project Administration

PROJECT DESIGNER shall execute and maintain sub-contracts with each sub-consultant. Prime contract terms and conditions shall be incorporated into the sub-contract agreement, as required. The sub-consultant agreements shall incorporate specific deliverables and schedules that allow review by PROJECT DESIGNER prior to submittal to the City.

PROJECT DESIGNER shall prepare monthly progress reports through construction

completion which is assumed to be January 2025.

1.1.2 Project Schedule

PROJECT DESIGNER shall prepare a project schedule in Microsoft Project using the critical path method of analysis. After the schedule is approved by the City, the schedule shall be updated monthly through RTL, which is assumed to be November 2023.

1.1.3 Quality Assurance and Quality Control (QA/QC)

It is assumed that a QA/QC Management Plan for the PROJECT DESIGNER will not be required for this contract by any of the stakeholders (City, Caltrans, Railroads, etc).

It is assumed that if the City has another consultant review any deliverables prepared by PROJECT DESIGNER, the City staff will review and filter the comments received before providing to PROJECT DESIGNER. The comments will be minor in nature and will not require extensive comment resolution or comment resolution meetings. It is assumed that the reviewing party will have an understanding of the Caltrans Plans Preparation Manual (PPM), drafting standards, and specifications and will not comment on formatting and style that is dictated by the Caltrans policies/standards that cannot be modified.

2. PA/ED – ENVIRONMENTAL DOCUMENT

2.1 Environmental Technical Studies

PROJECT DESIGNER shall prepare a Memorandum to File as part of the Environmental Revalidation process for each previously approved environmental technical study to document that there is no change to the original findings of each study due to the phasing of the project. Environmental technical study Memorandum to Files are described in Sections 2.1.1 through 2.1.6.

2.1.1 Noise

PROJECT DESIGNER shall prepare an addendum to the approved Noise Technical Memorandum to document the Phase 1 improvements. It is assumed that no new noise measurements, noise modeling, or supplemental analysis is required. It is assumed the memo will require no more than two iterations of Caltrans review prior to approval.

2.1.2 Air Quality

PROJECT DESIGNER shall prepare an addendum to the approved Air Quality Study Report to document the Phase 1 improvements. It is assumed that no new air quality analysis is required. It is assumed the memo will require no more than two iterations of Caltrans review prior to approval.

2.1.3 Natural Resources

PROJECT DESIGNER shall perform search of new biological resources database for the Biological Study Area (BSA) and perform a site survey to document any changes to natural resources since the original survey was conducted in 2015. It is assumed that only one field visit will be conducted to identify the presence of any sensitive or protected species within the BSA for the Phase 1 improvements. PROJECT DESIGNER shall prepare a memorandum documenting the phasing of the project as well as documenting the findings from the new biological resources database and document any changes to the existing site conditions since the previous study was completed in 2015. Additionally, it is understood that regional and local regulations have changed with regards to sensitive and protected species since the original study was approved in 2015. PROJECT DESIGNER will review current regional and local regulations and incorporate into the memorandum. It is assumed the memo will require no more than two iterations of Caltrans review prior to approval.

2.1.4 Cultural Resources

PROJECT DESIGNER shall coordinate with Caltrans to perform a Native American outreach in accordance with AB52 and Section 106 to keep the tribal governments informed of the project changes. An updated records search will be performed within the Phase 1 project footprint. A new Area of Potential Effects (APE) Map will be created for the Phase 1 footprint and submitted to Caltrans for review and approval. It is assumed the APE Map will require no more than two iterations of Caltrans review prior to approval.

An addendum to the approved Historic Property Survey Report (HPSR), Historical Resources Evaluation Report (HRER), and Archeological Survey Report (ASR) will be prepared to document the results of the new records search as well as the updated APE Map. It is assumed the memo will require no more than two iterations of Caltrans review prior to approval.

2.1.5 Hazardous Waste

PROJECT DESIGNER shall prepare an addendum to the Hazardous Waste and Aerially Deposited Lead (ADL) Report to document the Phase 1 improvements. It is assumed that no update is required to the Initial Site Assessment, ADL Survey and Site Investigation Workplan, and that no additional field work, testing, or analysis is required related to hazardous waste or ADL. It is assumed the memo will require no more than two iterations of Caltrans review prior to approval.

Since the Hazardous Waste and Aerially Deposited Lead (ADL) Report for the overall project has not yet been approved, it is assumed that the remaining budget from the original contract will be carried over to allow for final review and approval of this document.

2.1.6 Relocations

PROJECT DESIGNER shall prepare an addendum to the approved Relocation Impact Memorandum to document the Phase 1 improvements. It is assumed that no business relocations are required with the Phase 1 improvements. It is assumed the memo will require no more than two iterations of Caltrans review prior to approval.

2.2 Environmental Revalidation/Re-evaluation

PROJECT DESIGNER shall prepare an environmental revalidation/re-evaluation form to the project's previously approved Initial Study with Mitigated Negative Declaration/Environmental Assessment with Findings of No Significant Impact to document the Phase 1 improvements. The PROJECT DESIGNER shall also prepare and update the Environmental Commitment Record (ECR) in the current Caltrans' format.

2.3 Environmental Permitting

PROJECT DESIGNER shall prepare California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration permit application and coordinate with CDFW for approval. An aquatic resources delineation shall be performed as part of the Section 1602 permit. It is assumed the 1602 Streambed Alteration permit is the only environmental permit that will be required.

3. PA/ED – PROJECT REPORT AND PRELIMINARY ENGINEERING

3.1 Mapping and Survey

3.1.1 Surveying and Right-of-Way Mapping

It is assumed that no new mapping is required for the Phase 1 improvements. Previously performed aerial topographic mapping, field surveys, and right-of-way mapping will be used.

3.1.2 Utility Mapping

The utility research in this area has recently been completed. PROJECT DESIGNER shall revise the previously prepared utility plans to show only the utilities within the Phase 1 improvements and send out copies of the utility plans to all known utility owners within the project limits and will request verification of the existing facilities shown and request redlined markups of any changes or updates to the current existing utility mapping that have been made since the mapping was originally obtained in 2014. The known utility owners within the project area are Palmdale Water District, Southern California Edison, Southern California Gas Company, and AT&T.

PROJECT DESIGNER shall prepare a Utility Information Sheet, including the names

of known utilities, points of contact, and a description of the location, existing facility, and potential conflicts within the Phase 1 project limits for inclusion in the Supplemental Project Report.

3.2 Railroad Coordination

PROJECT DESIGNER shall provide railroad coordination that will include correspondence with the owner railroad agencies, UPRR and SCRRA, to inform them of the proposed Phase 1 project and provide preliminary engineering plans for review and comment.

PROJECT DESIGNER shall prepare a Railroad Information Sheet for inclusion in the Supplemental Project Report.

3.3 Supplemental Project Report (SPR)

PROJECT DESIGNER shall prepare a Supplement Project Report to document the Phase 1 improvements. It is assumed two iterations of the report will be required prior to approval. The following will be included as part of the Supplemental Project Report:

- Cost Estimate
- Transportation Management Plan Data Sheet
- Utility Conflict Matrix
- Utility Information Sheet
- Railroad Information Sheet
- Layouts, Typical Sections, and Profiles (35%)
- ROW Data Sheet (to be prepared by City's right-of-way PROJECT DESIGNER)

It is assumed that no Value Analysis Study and Life Cycle Cost Analysis will be required for the Phase 1 improvements since they were not required previously for the full project.

3.4 Engineering Technical Studies

3.4.1 Traffic Study

A traffic operations analysis will be required to update the design horizon year from 2035 to 2045, since the 2035 traffic analysis is outdated per Caltrans requirement. The supplemental traffic analysis and report are required to make sure that the operation for the facility meets the capacity demand and LOS for 2045 design year.

3.4.1.1 Traffic Counts

PROJECT DESIGNER shall utilize the available traffic count information documented in the Approved Traffic Study Report (October 2016) at the intersections of 6th Street East and SR-138 (Palmdale Blvd) as well as Sierra Highway and SR-138 (Palmdale Blvd). It is assumed that no additional field traffic counts are required.

3.4.1.2 Traffic Methodology Memo

PROJECT DESIGNER shall develop a Traffic Methodology Memo summarizing the procedures and assumptions to be used in the traffic operations analysis and documenting the key input assumptions and methodology to be used to produce existing and future traffic volumes. The memo will document the assumptions and methodology at the 5th Street East and SR-138 (Palmdale Blvd) intersection, 6th Street East and SR-138 (Palmdale Blvd) intersection, Sierra Highway and SR-138 (Palmdale Blvd) intersection, and 9th Street East and SR-138 (Palmdale Blvd) intersection. The memo will be submitted to the City and Caltrans for concurrence prior to undertaking traffic operations analysis work. After concurrent review by the City and Caltrans staff, a Final Traffic Operations Analysis Methodology Memo will be prepared. The memo will be submitted to the City and Caltrans for approval prior to undertaking the traffic operations analysis. It is assumed the memo will require no more than two iterations of Caltrans review prior to approval.

3.4.1.3 Traffic Volumes Report (TVR)

PROJECT DESIGNER shall prepare a TVR which presents the traffic volumes for the Existing Conditions, No Build and Build scenarios for analysis years included in the study. The TVR will describe the processes and procedures used to develop the traffic volume forecasts. Available data, reports, and relevant studies will be reviewed in preparation of the TVR. The results of related studies will be considered and incorporated as appropriate. The TVR will be submitted to the City and Caltrans for review and approval. It is assumed the report will require no more than two iterations of Caltrans review prior to approval.

3.4.1.4 Traffic Operations Analysis Report (TOAR)

PROJECT DESIGNER will prepare a TOAR containing traffic operations analysis. The TOAR will include procedures and assumptions used in the traffic operations analysis. Available data, reports, and relevant studies will be reviewed in preparation of the TOAR. In addition, project related impacts and mitigation measures shall be identified. Signalized intersections will be modeled using Synchro. The study will meet the requirements for the level of NEPA and CEQA documentation required for the project. The results of related studies will be considered and incorporated as appropriate. It is assumed that no alternative development or analysis will be required. Additionally, a costs and benefits analysis of build alternatives will not be performed. It is assumed that an Intersection Control Evaluation will not be required. It is assumed that the project will not adversely impact the existing on-street parking on SR-138 (Palmdale Blvd) between 6th Street East and 9th Street East and thus not require a Parking Survey Analysis. The report will document no new changes to the previous Local Transit Services section in the previously approved Traffic Study Report. The TOAR will be submitted to the City and Caltrans for review and approval. It is assumed the report will require no more than two iterations of Caltrans review prior to approval.

3.4.2 Design Standard Decision Document

PROJECT DESIGNER shall compare the geometric design against the Caltrans Design Checklist (Design Information Bulletin 78-04) to identify all exceptions to standards and include them in the Design Standard Decision Document (DSDD). It is assumed the DSDD will require two iterations of Caltrans review for approval.

PROJECT DESIGNER shall prepare truck turn exhibits and document any exceptions to standards in the DSDD.

3.4.3 Structures Advance Planning Studies (APS)

It is assumed that an APS for the double box culvert lengthening will not be required for the Supplemental Project Report.

4. FINAL DESIGN – PS&E

4.1 Utility Coordination

PROJECT DESIGNER will lead utility coordination efforts for this project. After obtaining updates of the existing and planned utilities, PROJECT DESIGNER shall schedule utility coordination meetings to present the proposed project plans to the Utility Owners for their use in developing preliminary relocation concepts. PROJECT DESIGNER shall prepare Utility Verification Letters, Relocation Claim Letters for utilities requiring relocation, Notice to Owners, and Report of Investigations per Caltrans Standards.

PROJECT DESIGNER shall coordinate with utility owners to obtain responses to Relocation Claim Letters including liability determination, relocation plans, and cost. PROJECT DESIGNER will review relocation plans and provide comments to Utility Owners. It is assumed that the following utilities will require relocation and all other utilities will be protected in place:

- AT&T (3 Manholes and 1 Pull box)
- Palmdale Water District (12" Water Line, 6 Water Valves, 3 Water Meters, and 1 Fire Hydrant)
- Southern California Edison (1 Electrical Pull box, 4 Electrical Cabinets, and 1 Electrical Manhole)
- Southern California Gas (3" Gas Line and 1 Gas Valve)

It is assumed that the City will pay for utility owner fees associated with plan reviews, as-built collection, design fees, and other utility owner processing fees.

It is assumed that no Utility Encroachment Exceptions will need to be documented for the project. Existing utilities that are located within Caltrans right-of-way that are impacted by the Project will be relocated within Caltrans right-of-way.

4.1.1 Utility Potholing

PROJECT DESIGNER shall be responsible for determining the horizontal and vertical location of existing utilities that are critical to the design and construction of the project. PROJECT DESIGNER will prepare a utility pothole plan. PROJECT DESIGNER will obtain necessary permits and perform 7 potholes in the field. Eleven (11) previously performed potholes are usable for Phase 1. PROJECT DESIGNER'S Utility sub-contractor shall be responsible for repair of all existing improvements as a result of potholing. This includes temporary traffic control plans and repairs per Caltrans and City requirements.

4.1.2 Utility Relocation Agreements

PROJECT DESIGNER shall prepare Utility Agreements using Caltrans standard clauses from the Right-of-Way Manual and will assist the City in executing these agreements. No modifications will be made to the standard clauses that would result in Caltrans Headquarters review and approval. PROJECT DESIGNER shall work with owners to complete and execute the utility agreements. No Joint Use Agreements or easements will be required by utility companies.

4.2 Railroad Coordination and Requirements

Following the 35% PS&E submittal, PROJECT DESIGNER shall schedule and facilitate a meeting with the CPUC, UPRR, Metro, SCRRA, Caltrans, and the City to discuss the proposed at-grade railroad crossing configuration, and traffic-rail signal coordination and staging. It is assumed that no alternative development or analysis will be required as part of the railroad coordination efforts.

Two three-party construction and maintenance (C&M) agreements shall be required for Phase 1: one between the City, Caltrans, and UPRR and the other between the City, Caltrans, and SCRRA. In support of the City, PROJECT DESIGNER shall coordinate with Caltrans, UPRR, and SCRRA to prepare and negotiate the language for the C&M agreements that shall be agreeable to all parties. It is assumed each agency will require two reviews of the C&M Agreements prior to execution.

A G.O. 88-B form shall also be required to request authorization to modify the existing grade crossing with concurrence from UPRR, Metro, SCRRA, and Caltrans. PROJECT DESIGNER shall coordinate with all parties and assist the City in preparing and obtaining approval of the G.O. 88-B from CPUC.

PROJECT DESIGNER shall prepare a SCRRA Advanced Preemption Special Design Consideration Request to obtain SCRRA's approval to accommodate an advanced preemption greater than 50 seconds, per AREMA standards.

PROJECT DESIGNER shall prepare advanced preemption calculation forms and the UPRR Advanced Preemption Request form to kickoff UPRR on their railroad design package. It is assumed these calculations and form will require two iterations of City

and Caltrans review for approval.

PROJECT DESIGNER shall prepare and submit UPRR Culvert Extension Crossing permit application to extend the double box culvert within UPRR's right-of-way. PROJECT DESIGNER shall pay the UPRR permit application fee which is assumed to be \$3,055.00.

It is assumed that the City will pay for the railroads plan check and other associated review and processing fees.

It is assumed that UPRR and SCRRA will prepare their own respective design packages for the railroad improvements within their right-of-way.

4.3 Drainage Report

PROJECT DESIGNER shall develop a Drainage Report that shall include hydrologic and hydraulic methodology, calculations, hydrologic impact to off-site drainage, hydraulic design analysis for proposed culverts and storm drain systems using Storm CAD, and proposed treatment BMPs along the project alignment. The report shall include final drainage plans and shall evaluate the general rainfall characteristics, the time of concentration, the soil type, land use, existing facilities, and flow patterns. PROJECT DESIGNER shall update the previous existing watershed exhibit. Drainage Report shall quantify the additional flow and be developed to guide in the drainage design of the roadways. It is assumed that the draft Drainage Report which was prepared for the full project can be utilized as a baseline and that only the attachments/appendices will need to be updated for the revised drainage design. The following updates will be required:

- Update hydrology calculation.
- Update hydrology data information.
- Update existing watershed exhibit.
- Update proposed watershed exhibit and calculation tables.
- Prepare new hydraulic calculations for revised drainage system using Flowmaster.

It is assumed that the existing storm drain mapping that was prepared for the full project can be utilized and no additional scope and fee has been included for existing mapping.

4.4 Storm Water Data Report (SWDR)

PROJECT DESIGNER shall develop SWDR to identify the selection and design of BMPs per the latest version of the Caltrans Storm Water Quality Handbooks: Project Planning and Design Guide, in compliance with Caltrans' statewide NPDES permit. The SWDR shall consist of a cover sheet, stormwater data information, checklists, and attachments. The SWDR shall summarize how the project shall address temporary, permanent, and treatment BMPs for the Project.

PROJECT DESIGNER shall prepare water pollution control plans (WPCPs) to identify construction-related BMPs such as gravel bags, inlet protection, stabilized construction entrances, fiber rolls for slope stability, stock pile protection, and concrete washout facilities. The WPCPs shall comply with Caltrans SWDR recommendations and the Los Angeles County NPDES Permit requirements.

4.5 Materials Report

PROJECT DESIGNER's geotechnical sub-consultant will use the previously performed geotechnical analysis to evaluate findings and determine design parameters which shall be presented in the Materials Report. PROJECT DESIGNER shall present both flexible hot mixed asphalt and rigid portland cement concrete pavement sections for traffic indexes specified by the project team for pavement type consideration. It is assumed that no additional field work or testing is required for the Materials Report for Phase 1.

4.6 Foundation Report

PROJECT DESIGNER'S geotechnical sub-consultant shall prepare an addendum to the approved Foundation Report to document any design changes to the box culvert lengthening. It is assumed that no additional field work or testing is required for the addendum for the Phase 1 improvements.

4.7 Type Selection Memorandum

PROJECT DESIGNER shall prepare a Supplemental Type Selection Memorandum to document the design changes from the previously approved Type Selection Report. A revised General Plan sheet and cost estimate will be included in the memorandum. It is assumed that no Type Selection Meeting will be required for the Phase I project.

4.8 Structures Hydraulics Report

PROJECT DESIGNER shall prepare an addendum to the approved Structures Hydraulics Report to document the changes for the box culvert lengthening and drainage design.

4.9 Transportation Management Plan (TMP)

PROJECT DESIGNER shall prepare a TMP based upon the 65% construction staging plans. This TMP will include various construction phase traffic management measures based upon typical TMP measures per the TMP Data Sheet, and per coordination with the City and Caltrans. PROJECT DESIGNER will discuss potential outreach programs/public information programs to provide construction information. PROJECT DESIGNER will submit a request to Caltrans for Lane Closure Charts (LCC's). It is assumed that the TMP will follow the same format as the TMP prepared for the full project and no additional sections or attachments will be required.

4.10 Right-of-Way (ROW) Engineering

Following receipt of comments on the 35% PS&E submittal, PROJECT DESIGNER shall perform the ROW engineering and subsequently develop the ROW requirement maps in accordance with Caltrans standards. The maps shall depict the required take and whether the take shall be an easement, a fee take, partial or full, or a temporary construction easement (TCE). It is assumed the ROW Requirement Maps will require two iterations prior to Caltrans approval. It is assumed that no changes will be made to the design that result in changes to the defined ROW requirements after the 2nd submittal of the ROW requirement maps to Caltrans.

It is assumed that the City's right-of-way consultant shall perform all other services necessary for the right-of-way acquisition process including obtaining title reports, legal descriptions, plat maps, preparing appraisals, making offers, negotiations, and close-out activities with Caltrans. As requested by the City, Parsons has not included any scope and fee to review any of the City right-of-way consultant's deliverables or assist with the preparation of any right-of-way exhibits for property owners. This task includes only the preparation of the ROW requirement maps for Caltrans approval and assumed only two iterations of revisions are required for approval.

The right-of-way requirements are assumed to be as follows:

- 2 Partial Takes and Temporary Construction Easements;
- 10 Partial Highway Easements and Temporary Construction Easements;
- 4 Temporary Construction Easements only;
- 1 Billboard removal/relocation.

4.11 Plans

4.11.1 35% Design Plans

PROJECT DESIGNER shall submit a 35 percent design submittal for City and Caltrans review. The submittal shall include the following plan sheets:

- Roadway: Title Sheet, Typical Cross Sections, Key Map and Line Index, Layout Plans, Profiles, Truck Turn Exhibits, Corner Sight Distance Exhibits, American with Disabilities Act (ADA) Exhibit, and Existing Utility Facilities Exhibit.

It is assumed that no alternative development or analysis will be required prior to submitting the 35% design submittal. The alternative submitted to Caltrans by the City in December 2020 is the alternative that is assumed to be used for the 35% design.

4.11.2 65% Design Plans

PROJECT DESIGNER shall incorporate comments received on the 35 percent design submittal and shall continue to develop the project plans by adding the detail plans, quantities, estimates, and specifications. The submittal shall include the following plan sheets:

- Roadway: Title Sheet, Typical Cross Sections, Key Map and Line Index, Project

Control Sheet, Layout Sheets, Profile Sheets, Construction Detail Sheets, Contour Grading Plans, Drainage Plans, Construction Area Sign Plans, Motorist Information Plans, Stage Construction Plans, Traffic Handling Plans, and Water Pollution Control Plans

- Utility: Utility Plans and Water Relocation Plans
- Traffic: Pavement Delineation Plans, Sign Plans, Traffic Signal Plans, Street Lighting Plans, and Traffic Management Plan

It is assumed that the railroads will require one 55-hour weekend closure for the railroad contractors to construct their portion of the railroad related improvements. PROJECT DESIGNER shall prepare a detour plan and a Lane Closure Chart for the 55-hour closure. Per previous coordination with Caltrans, a Lane Closure Review Meeting, presentation, and traffic analysis will not be required since the railroads have superior rights.

The submittal shall also include:

- Technical Specifications: PROJECT DESIGNER shall use the most current Caltrans Standard Specifications for the Project. The Special Provisions that pertain specifically for Phase 1 shall be developed in accordance with the Caltrans Plans, Specifications and Estimate.
- Quantities and Cost Estimates: Quantities for all contract items, including cost lump sum items, shall be substantiated by calculations. Contract unit prices shall be based on the latest Caltrans Contract Cost Data Book.

It is assumed that 65% Structure Design Plans will not be prepared. Upon Type Selection Memo concurrence, PROJECT DESIGNER shall prepare 95% Structure Design Plans.

4.11.3 95% Design Plans

Upon receiving comments on the 65 percent design submittal and after meeting with the City and Caltrans, PROJECT DESIGNER shall incorporate those comments and revise the plans accordingly. Plan sheets and other deliverable items shall be the same as those in the 65 percent design submittal.

The submittal shall also include:

- Structure: Structure Plans for the Railroad Ditch RCB lengthening (Br. No. 53-2112) for interim RCB extension.

4.11.4 95%-2 Design Plans

It is assumed that Caltrans will not require a 95%-2 PS&E Submittal.

4.11.5 Final Design Plans (100% PS&E)

Upon receiving comments on the second iteration of the 95 percent design submittal and after meeting with the City and Caltrans, PROJECT DESIGNER shall incorporate

those comments and revise the plans accordingly. Plan sheets and other deliverable items shall be the same as those in the 95 percent design submittal. It is assumed that the comments received on the 95% PS&E Submittal will be minor and will not require any major design changes including but not limited to changes to the curb and gutter locations, curb ramp types, pavement structural section, revisions to sawcut alignment, revision to storm drain and utility alignment, and changes to construction staging.

It is assumed that there will be no major updates to Caltrans standards including the Highway Design Manual, Standard Plans, Standard Specifications, or Special Provisions between the 65%, 95%, and Final PS&E submittals.

Following Final Design, PROJECT DESIGNER shall prepare Resident Engineer (RE) Pending File and Design Cross Sections in preparation of Construction Administration.

5. CONSTRUCTION ADMINISTRATION

A limited budget has been included to provide support during bid and construction. It is assumed that the City will procure a Construct Management firm to oversee the construction and PROJECT DESIGNER will be utilized in a minor support effort as indicated below within the limits of the agreed to budget.

5.1 During Bidding

PROJECT DESIGNER shall provide technical input and shall revise details and specifications to support the City in resolving plans and specifications issues that are raised in bidders' inquiries. PROJECT DESIGNER staff shall attend the pre-bid meeting to help provide background for the project, answer questions from prospective bidders, and assist the City in reviewing bids after opening.

5.2 During Construction

5.2.1 Design Support During Construction

During the construction phase of the project, PROJECT DESIGNER shall attend the preconstruction meeting and visit the job site to review construction documents. PROJECT DESIGNER shall also respond to Requests for Information (RFI) and review material submittals.

5.2.2 As-Built Drawings

PROJECT DESIGNER shall prepare and deliver the As-Built Plans to the City and Caltrans within 4 weeks of receiving the original tracings and As-Built redline corrections.

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

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

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

2 CITY PROJECT MANAGER

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

3 PROJECT DESIGNER'S KEY PERSONNEL

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

Nicole Depuy, PE; Senior Project Manager
Daniel Kachi, PE

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

4 COMMENCEMENT AND COMPLETION OF WORK

The execution of this Contract by the parties does not constitute an authorization to proceed. The services of PROJECT DESIGNER shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. PROJECT DESIGNER shall complete all the work described in Section 1 and submit final deliverables within one thousand two hundred eighty (1,280) working days following PROJECT DESIGNER's receipt of Authorization to Proceed. PROJECT DESIGNER shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

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

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

standard details or specifications incorporated therein by reference, and the Construction Contract.

8 PROJECT DESIGNER'S PERSONNEL

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

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, Scope of Services, CITY shall pay to PROJECT DESIGNER an amount not to exceed the sum of one million one hundred sixty-eight thousand ninety-two dollars (\$1,168,092.00), as follows:

TASK NO.	TASK DESCRIPTIONS	TOTAL HOURS	TOTAL PARSONS	Subconsultants		TASK TOTAL
				Leighton Geotechnical	Patricia Smith Landscape	
1.0	PROJECT MANAGEMENT					
1.1	COORDINATION & MEETINGS	546	\$105,225.00			\$105,225.00
1.1.1	PROJECT ADMINISTRATION	96	\$14,000.00			\$14,000.00
1.1.2	PROJECT SCHEDULE	40	\$8,400.00			\$8,400.00
1.1.3	QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)					
2.0	ENVIRONMENTAL DOCUMENT					
2.1	ENVIRONMENTAL TECHNICAL STUDIES					
2.1.1	NOISE	9	\$1,280.00			\$1,280.00
2.1.2	AIR QUALITY	9	\$1,280.00			\$1,280.00
2.1.3	NATURAL RESOURCES	55	\$8,800.00			\$8,800.00
2.1.4	CULTURAL RESOURCES	70	\$14,760.00			\$14,760.00
2.1.5	HAZARDOUS WASTE	10	\$1,720.00	\$23,900.00		\$25,620.00
2.1.6	RELOCATIONS	9	\$1,280.00			\$1,280.00
2.2	ENVIRONMENTAL REVALIDATION/RE-EVALUATION*	116	\$15,440.00			\$15,440.00
2.3	ENVIRONMENTAL PERMITS*	130	\$19,200.00			\$19,200.00
3.0	PA/ED - PROJECT REPORT & PRELIMINARY ENGINEERING					
3.1	MAPPING AND SURVEY					
3.1.1	SURVEYING AND RIGHT-OF-WAY MAPPING					
3.1.2	UTILITY MAPPING	40	\$7,200.00			\$7,200.00
3.2	RAILROAD COORDINATION	40	\$7,200.00			\$7,200.00
3.3	SUPPLEMENTAL PROJECT REPORT	236	\$28,180.00			\$28,180.00
3.4	ENGINEERING TECHNICAL STUDIES					
3.4.1	TRAFFIC STUDY	180	\$38,700.00			\$38,700.00
3.4.2	DESIGN STANDARD DECISION DOCUMENT	220	\$27,900.00			\$27,900.00
3.4.3	STRUCTURES ADVANCE PLANNING STUDY					

TASK NO.	TASK DESCRIPTIONS	TOTAL HOURS	TOTAL PARSONS	Subconsultants		TASK TOTAL
				Leighton Geotechnical	Patricia Smith Landscape	
4	FINAL DESIGN PS&E					
4.1	UTILITY COORDINATION	320	\$42,000.00			\$42,000.00
4.1.1	UTILITY POTHOLING	8	\$1,440.00			\$1,440.00
4.1.2	UTILITY RELOCATION AGREEMENTS	96	\$12,080.00			\$12,080.00
4.2	RAILROAD COORDINATION & REQUIREMENTS	1000	\$149,000.00			\$149,000.00
4.3	DRAINAGE REPORT	120	\$21,600.00			\$21,600.00
4.4	STORM WATER DATA REPORT	120	\$21,600.00			\$21,600.00
4.5	MATERIALS REPORT			\$6,556.00		\$6,556.00
4.6	FOUNDATION REPORT			\$8,166.00		\$8,166.00
4.7	TYPE SELECTION MEMORANDUM*	40	\$9,600.00			\$9,600.00
4.8	STRUCTURES HYDRAULICS REPORT	20	\$3,600.00			\$3,600.00
4.9	TRANSPORTATION MANAGEMENT PLAN	76	\$9,780.00			\$9,780.00
4.10	RIGHT-OF-WAY ENGINEERING	76	\$9,780.00			\$9,780.00
4.11	PLANS, SPECIFICATIONS & ESTIMATE (PS&E)					
4.11.1	35% PS&E	420	\$60,000.00			\$60,000.00
4.11.2	65% PS&E	1300	\$187,500.00		\$5,400.00	\$192,900.00
4.11.3	95% PS&E	700	\$126,500.00		\$1,590.00	\$128,090.00
4.11.4	95%-2 PS&E					
4.11.5	FINAL PS&E	500	\$80,600.00		\$1,590.00	\$82,190.00
5.0	CONSTRUCTION ADMINISTRATION					
5.1	BID SUPPORT	70	\$11,300.00			\$11,300.00
5.2	CONSTRUCTION SUPPORT					
5.2.1	DESIGN SUPPORT DURING CONSTRUCTION	200	\$33,400.00		\$3,700.00	\$37,100.00
5.2.2	AS-BUILT DRAWINGS	80	\$10,500.00		\$1,590.00	\$12,090.00
	TOTAL HOURS :	6952				
	TOTAL LABOR :		\$1,090,845.00	\$38,622.00	\$13,870.00	\$1,143,337.00

Labor Subtotal **\$1,143,337.00**

ODCs **\$24,755.00**

UNITS	QUANTITY	Amount	TOTAL
LS Mileage	1	\$5,700	
LS Printing and Reproduction	1	\$2,000	
LS UPRR Culvert Extension Permit Fee*	1	\$3,055	
LS Potholing for Water Line*	1	\$12,000	
LS Palmdale Water District Plan Review Fee*	1	\$2,000	
		\$24,755	\$1,168,092.00

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

9.2 An application and certification for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting hours being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within the project; any/all backup

documentation supporting the above items. Work schedule updates must also be included in the monthly progress payment requests.

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

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

10 INDEMNIFICATION

PROJECT DESIGNER agrees to indemnify, defend and hold harmless CITY, and its respective officers, agents and employees, from and against all claims, losses, obligations, or liabilities which arise out of, pertain to, or relate to PROJECT DESIGNER'S negligence, recklessness, or willful misconduct under this Contract.

11 INSURANCE

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

11.1.1 Workers' Compensation and Employer's Liability

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

11.1.2 Professional Liability Insurance*

- \$2,000,000.00 limit on per occurrence basis
- \$4,000,000.00 general aggregate limit
- Policy form on a claim-made basis

11.1.3 Commercial General Liability

- \$1,000,000.00 limit on per occurrence basis

- \$2,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

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

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

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

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

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

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

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

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

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

DESIGNER has failed to implement the corrective measures, the City may elect to terminate this Contract, in whole or in part.

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

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

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

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

16 RE-USE OF DOCUMENTS

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

17 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

- A. The amount involved, together with PROJECT DESIGNER's analysis of such cost or price; and
- B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.
- C. The requirement to hire only those persons authorized by federal law to work in the United States.

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

18 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

18.1 In performance of this Contract, PROJECT DESIGNER shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. PROJECT DESIGNER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, national origin, handicap, or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

19 FINANCIAL INTEREST CERTIFICATION

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

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

20 CONFLICT OF INTEREST

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

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

20.3 If PROJECT DESIGNER is a registered professional engineer or licensed land surveyor and the scope of work requires PROJECT DESIGNER's recommendation of the actual formula to spread the costs of an assessment district's improvements, then PROJECT DESIGNER shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) PROJECT DESIGNER has received income of \$250 or more for professional services in connection with any

parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which PROJECT DESIGNER received the income. In the event a conflict of interest does arise in that context, City shall select a different PROJECT DESIGNER to recommend the actual formula to spread the costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to PROJECT DESIGNER.

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

21 COMPLIANCE WITH LAW

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

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

22 NOTICES

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

23 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

24 ATTORNEY’S FEES

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

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

CITY OF PALMDALE:

PARSONS:

_____ Steven D. Hofbauer Mayor	Date	_____ Chris Johnson Vice President	Date
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ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway
Palmdale, Ca 93550

ADDRESS FOR NOTICE:
PARSONS
525 B Street, Suite 1600
San Diego, CA 92101

APPROVE AS TO FORM:

Christopher L. Beck
City Attorney

ATTEST:

ATTEST: If Corporation

Shanae S. Smith
City Clerk

Secretary



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: 2
SUBJECT: NOTICE OF COMPLETION - ACCEPT COMPLETED CAPITAL
PROJECT NO. 778, PALMDALE TRANSPORTATION CENTER ADA
UPGRADE.

ISSUE

Notice of Completion - Accept completed Capital Project No. 778, Palmdale Transportation Center ADA Upgrade.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the completion of Capital Project No. 778, Palmdale Transportation Center ADA Upgrade; and
2. Authorize the City Manager or his designee to file a Notice of Completion.

BACKGROUND

A Site Accessibility Evaluation of the Palmdale Transportation Center was completed in March 2018. The Site Accessibility Evaluation identified areas of non-compliance with the American with Disabilities Act (ADA) at the Palmdale Transportation Center that the City was required to address.

Project No. 778 provided for American with Disabilities Act (ADA) improvements to the Palmdale Transportation Center. Exterior site work included restriping affected areas of ADA parking stalls, installation of delineators and international symbol of accessibility markings, access striping and signage. Truncated domes were installed, and accessible ramps revised to meet current California Building Code Regulations. Detectable directional texture was also added on the train platform at the Metrolink door openings. Inside the building, a wall between the female restroom and the utility closet was demolished and rebuilt with enough clearance to provide a wheelchair turning radius within the female ADA stall. The public telephones were removed, accessible water fountain side rails installed, and signage added.

DISCUSSION

All construction work for this project has been completed. To release retention for Project No. 778 (five percent of each progress payment), it is necessary for the City Council to accept the project and for a Notice of Completion to be filed.

FISCAL IMPACT

Funding for this project is budgeted in Account No. B0004203-724525. The original budget in 2020 was \$300,000, which included costs for design, construction, and administration. The total project cost is \$273,486, approximately a 10% savings from the expected project. Thirty-five (35) days after the Notice of Completion is filed, the retention for the project will be released.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Chuck Heffernan P.E. Director of Public Works
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENT

Notice of Completion

RECORDING REQUESTED BY:

CITY OF PALMDALE

WHEN RECORDED MAIL TO:

**CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 Sierra Highway, Suite C
Palmdale, CA 93550**

Space Above This Line for Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, is hereby given that:

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38250 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: Fee (ADA Upgrade)
5. A work of improvement on the property hereinafter described was completed on February 11, 2021
6. The work done was: "Palmdale Transportation Center ADA Upgrade, PN 778".
7. The name of the Contractor for such work of improvement: Deark E&C, Inc.
8. The property on which said work of improvement was completed is in the City of Palmdale, State of California, and is described as Public Facility improvement.
9. The address of said property is: 39000 Clock Tower Plaza Drive East, Palmdale, CA 93550

Dated: April 6, 2021


City of Palmdale


Charles Heffernan, Director of Public Works

VERIFICATION

I, the undersigned, say: I am the Director of Public Works, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 6, 2021 in the City of Palmdale, California.


Charles Heffernan, Director of Public Works



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: ALL
SUBJECT: NOTICE OF COMPLETION - ACCEPT COMPLETED CAPITAL
PROJECT NO. 809, CITY HALL, CITY OF PALMDALE NETWORK
REFRESH PHASE 2,

ISSUE

Notice of Completion - Accept completion of Capital Project No. 809, City Hall, City of Palmdale Network Refresh Phase 2.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the completion of Capital Project No. 809, City Hall, City of Palmdale Network Refresh Phase 2; and
2. Authorize the City Manager or his designee to file a Notice of Completion.

BACKGROUND

The City of Palmdale's existing network infrastructure includes firewalls that were initially installed in 2015 and lacks the additional redundancies to provide a safe and secure network environment.

The Network Refresh Phase 2 project replaced the existing border firewalls and added a redundant core network switch to improve the overall security of the network infrastructure. The project also included the installation and configuration of a new datacenter firewall, and the implementation of new Virtual Private Network (VPN) software to provide additional security between the City's network users and the City's data servers. These improvements will help secure the servers and the overall data network, limiting the potential damage from malware and other cyber threats.

DISCUSSION

All installation, implementation, and configuration work for this project has been completed. To release retention for Project No. 809 (five percent of each progress

payment), it is necessary for the City Council to accept the project and for a Notice of Completion to be filed.

Staff recommends that Project No. 809 be accepted as complete and that the City Manager or his designee be authorized to file a Notice of Completion.

FISCAL IMPACT

Funding for this project is budgeted in Account No. F0058, VOIP Telephone and Cable. The original budget in 2020 was \$219,325.39 and included the cost to procure the required hardware and install, configure, and implement the required software, as well as all administrative costs. Total costs to date are \$199,386.72, approximately a 10% savings from the expected budget. Thirty-five (35) days after the Notice of Completion is filed, the retention for the project will be released.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Chuck Heffernan P.E., Director of Public Works
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY:

CITY OF PALMDALE

WHEN RECORDED MAIL TO:

**CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 SIERRA HIGHWAY, SUITE C
PALMDALE, CA 93550**

Space above this line is for Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, is hereby given that:

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: Network Refresh Phase 2.
5. A work of improvement on the property hereinafter described was completed on **February, 25, 2021.**
6. The work done was: "Network Refresh Phase 2" PN 809.
7. The name of the Contractor for such work of improvement: NetXperts, Inc.
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and are described as follows: Palmdale Blvd and Sierra Highway.
9. The address of said property is: 38300 Sierra Hwy, Palmdale, CA 93550

Dated: April 6, 2021.

CITY OF PALMDALE


Charles Heffernan, P.E., Director of Public Works

VERIFICATION

I, the undersigned, say: I am the City Engineer, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 6, 2021, in the City of Palmdale, California.


Charles Heffernan, P.E., Director of Public Works



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: 1 AND 2
SUBJECT: APPROVE AGREEMENT NO. A-7390, THE ANTELOPE VALLEY WATERMASTER STORAGE AND RECOVERY AGREEMENT BETWEEN THE CITY OF PALMDALE, ANTELOPE VALLEY-EAST KERN WATER AGENCY, PALMDALE WATER DISTRICT AND LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, IN ASSOCIATION WITH THE UPPER AMARGOSA CREEK FLOOD CONTROL, RECHARGE, AND HABITAT RESTORATION PROJECT

ISSUE

Approve Agreement No. A-7390, the Antelope Valley Watermaster Storage and Recovery Agreement, and the City of Palmdale, Antelope Valley-East Kern Water Agency (AVEK), Palmdale Water District (PWD) and Los Angeles County Waterworks District No. 40, in association with the Upper Amargosa Creek Flood Control, Recharge, and Habitat Restoration Project.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Antelope Valley Watermaster Storage and Recovery Agreement, Agreement No. A-7390, between the City of Palmdale, Antelope Valley-East Kern Water Agency (AVEK), Palmdale Water District (PWD) and Los Angeles County Waterworks District No. 40 in association with the Upper Amargosa Creek Flood Control, Recharge, and Habitat Restoration Project.
2. Authorize the City Manager or his designee to execute Agreement No. A-7390, including minimal and/or non-substantive changes.

BACKGROUND

The Upper Amargosa Creek Flood Control, Recharge, and Habitat Restoration Project will provide the Antelope Valley with flood control along the Amargosa Creek, along Elizabeth Lake Road, between 20th Street West and 25th Street West. The recharge facility will utilize water supplies available from the California State Water Project (aqueduct) and percolate this water into the Antelope Valley aquifer so the water may be extracted for beneficial use. In addition, the project will provide habitat restoration and

passive park-like areas, inviting local citizens to exercise, relax, and learn about their natural surroundings.

DISCUSSION

Agreement No. A-4089, approved in December 2013, between the City and its Partners, requires each agency to pay a share of the cost for the Upper Amargosa Creek Flood Control, Recharge, and Habitat Restoration Project. It included construction, maintenance, and rehabilitation. The initial cost, at that time, of the project was estimated at \$14.5 million.

The project was completed in November 2019 with a final cost of \$19.5 million. According to the adjudication of water in the Antelope Valley, the Antelope Valley Watermaster oversees the water storage and extraction within the valley. For the Partners to recharge and extract water within the Upper Amargosa Creek, it is necessary to file a Storage and Recovery Agreement with the Watermaster. This agreement has been approved by the Watermaster and requires approval from all Partners. All parties have either approved the agreement and/or in the process of approving the agreement.

Approval of the Agreement No. A-7390 allows for the partners to be entitled to a credit of 90% of the water delivered for recharge as water stored in the Basin and available for recovery. All stored water shall be recovered by the Partners utilizing their existing groundwater recovery facilities, which are already on-file with the Watermaster. Each reporting year the Partners are required to:

- File an Annual Water Storage and Recovery Report setting forth the amount of stored water as of January 1,
- Report the amount of new water delivered for recharge,
- Estimated losses,
- Report the source(s) of all water recharged,
- Report use or disposition of all water recovered,
- Report the location and purpose of use (if any), and
- Report any other information requested by the Watermaster.

Monitoring data required under this agreement will be due by May 1. In the event the Partners have stored water after the date of its Application for Storage Agreement but prior to the Effective Date, Partners shall submit this information with its first Annual Water Storage and Recovery Report and may be credited such amounts under this Agreement.

FISCAL IMPACT

There is no impact to the General Fund by approving this agreement.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. Implement and administer environmentally sustainable programs.

Prepared by:	Chuck Heffernan P.E., Director of Public Works
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENT

Agreement No. A-7390

**ANTELOPE VALLEY WATERMASTER
STORAGE AND RECOVERY AGREEMENT FOR
THE UPPER AMARGOSA CREEK RECHARGE PROJECT**

This Antelope Valley Watermaster Storage and Recovery Agreement (“**Agreement**”) for the Upper Amargosa Recharge Project (“**Project**”) is made and entered into effective April 6, 2021 (“**Effective Date**”) by and between the Antelope Valley Watermaster (“**Watermaster**”), and the City of Palmdale (“**City**”), Antelope Valley-East Kern Water Agency (“**AVEK**”), Palmdale Water District (“**PWD**”), and Los Angeles County Waterworks District No. 40 (“**Waterworks**”), collectively hereinafter referenced as the “**Applicants**”, pursuant to Paragraph 14 of the Judgment and Physical Solution entered December 23, 2015 (“**Judgment**”).¹

RECITALS

- A. The Applicants are Parties to the Judgment and have entered into a cooperative agreement to design, construct, operate, and maintain the Project.
- B. Paragraph 14 of the Judgment provides that all Parties to the Judgment have the right to store water in the Basin pursuant to a storage agreement with the Watermaster.
- C. Paragraph 14 further provides that storage agreements shall not modify or limit the operation of pre-existing banking projects.
- D. The Applicants will operate the Project on the land depicted in Exhibit A (Appendix A, Figures 3-3 and 3-4 at p. 10), attached hereto and incorporated herein by this reference, consisting of about 16 acres of recharge basins. The facilities used for the Project are also shown in Exhibit A (Appendix A).

¹ All capitalized terms not defined herein shall have the same meaning as set forth in the Judgment.

E. The Project operation is described in the following documents set forth in Exhibit A (Appendix A), which were reviewed by the Watermaster Engineer: *Antelope Valley Watermaster Application for Storage Agreement for Upper Amargosa Creek Recharge Project*, dated January 21, 2021, prepared by Kennedy Jenks.

F. The recharge area of the Project is not within an area of the Basin that has historically experienced subsidence, or which appears to be susceptible to subsidence.

G. The Watermaster Engineer has found, as required in Section 9.f.vi of the Rules and Regulations, that the Project will not cause Material Injury to the Basin.

H. The Watermaster Engineer has determined, and the parties agree, that the Applicants have 479 acre-feet of recoverable water stored in the Project at the beginning of 2021.

I. The Applicants desire to enter into a storage agreement with the Watermaster consistent with the Judgment and the Rules and Regulations for Storage Agreements, and subject to the terms and provisions set forth herein.

J. By Watermaster Resolution No. R-21-05, the Watermaster approved and authorized its Chairperson to execute this Storage Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct.
2. **Project Losses.** Consistent with other recharge and banking facilities in the Basin and Watermaster Rules & Regulations, the Applicants shall be entitled to a credit of 90% of the water delivered for recharge as water stored in the Basin and available for recovery.
3. **No Material Injury.** The Applicants shall not operate the Project in a manner that causes a Material Injury.

4. **Metering:** The Applicants have installed a meter or meters at the Applicants' sole expense for the purpose of accurately recording the amount of water delivered for recharge. The meter(s) shall be maintained in good working order and regularly calibrated.

5. **Recovery.** All stored water shall be recovered by the Applicants utilizing their existing groundwater recovery facilities, which are already on-file with the Watermaster.

6. **Project Operations.** The Project includes limitations on operations as documented in the materials identified in Recital E which may inform the Watermaster Engineer's no Material Injury finding, including: (1) recharging will be monitored throughout the calendar year on a monthly basis during operation; (2) banking delivery rates will generally range from 30 to 160 acre-feet per day (AFD); and (3) estimated recharge will generally be 6,400 to 9,400 acre-feet per year, with a maximum of 9,400 acre-feet per year.

7. **Pre- or Post-Delivery of Replacement Water.** Paragraph 14 of the Judgment provides that, pursuant to a Storage Agreement, a Party can provided for pre-delivery or post-delivery of Replacement Water that can be credited to the Party's Replacement Water Obligation at the Party's request. Pre- or Post-Delivery of Replacement Water will be made consistent with the requirements in the storage Rules and Regulations.

8. **Reporting.** On or before March 1 of the year following the year in which water is recharged, the Applicants shall file an Annual Water Storage and Recovery Report substantially in the form attached as Exhibit B setting forth the amount of stored water as of January 1 of the reporting year, the amount of new water delivered for recharge during the reporting year, estimated losses during the reporting year, the source(s) of all water recharged during the reporting year, use or disposition of all water recovered during the reporting year, the location and purpose of use (if any), and any other information requested by the Watermaster or Watermaster Engineer. Monitoring data required under this agreement will be due by May 1. In the event the Applicants have stored water subsequent to the

date of its Application for Storage Agreement but prior to the Effective Date, Applicants shall submit this information with its first Annual Water Storage and Recovery Report and may be credited such amounts under this Agreement.

9. **Special Monitoring Requirements:** The Applicants shall have the following special monitoring requirements to demonstrate that operation of the Project does not cause a Material Injury to the Basin:

- a. Applicants shall prepare a monitoring plan that is consistent with the EIR (water level and water quality) and provide it to the Watermaster within 3 months upon approval of this agreement.
- b. In the event that groundwater levels are measured within 50 feet of the ground surface, recharge quantities shall be reduced until groundwater levels fall below 50 feet.

10. **Term.** The term of this Agreement shall be perpetual unless terminated by the Applicants with six months' prior written notice to the Watermaster, or for good cause by the Watermaster with an order of the Court. Without limiting the foregoing, the Watermaster reserves the right to terminate this Agreement in the event Applicants fails to meet the conditions of this Agreement or any portion of the Watermaster Storage Agreement Rules and Regulations.

11. **Successors and Assigns:** This Agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, successors, assigns, lessors and licensees.

12. **Inspection of Records and Facilities.** The Watermaster shall have the right, on reasonable advance written notice, to inspect the Project and related facility and the Applicant's records relating thereto.

13. **Modification of Storage Agreement.** If the Watermaster Engineer determines, based on new information not reasonably available on the Effective Date, that the Project will or may cause

Material Injury, the Watermaster Engineer shall notify the Applicant and determine whether this Agreement and operation of the Project may be modified to avoid such Material Injury. If the Watermaster Engineer determines that Material Injury can be avoided by amending the terms of this Agreement and modifying the operation of the Project, the parties shall enter into an amended Agreement reflecting such necessary modifications. If the Watermaster Engineer determines that Material Injury cannot be avoided, the Watermaster may terminate this Agreement pursuant to Paragraph 10 hereof.

WHEREFORE, the parties have executed this Agreement as of the Effective Date.

“Watermaster”

Dated: _____

By _____
Its Chairperson

“Applicants”

Dated: _____

By _____
City of Palmdale

ATTEST BY

By _____
Shanae S. Smith, City Clerk

APPROVED AS TO FORM:

By _____
Christopher L. Beck, City Attorney

Dated: _____

By _____
Antelope Valley-East Kern Water Agency

Dated: _____

By _____
Palmdale Water District

Dated: _____

By _____
Los Angeles County Waterworks D40



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: I
SUBJECT: APPROVE AGREEMENT NO. A-7380, WITH PSOMAS FOR CONSTRUCTION MANAGEMENT SERVICES FOR PN 672 – SR14/PALMDALE BOULEVARD IMPROVEMENT PROJECT IN THE AMOUNT OF \$2,430,149.

ISSUE

Approve Agreement No. A-7380, with Psomas for construction management services for PN 672, SR14/Palmdale Boulevard Improvement Project in the amount of \$2,430,149.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-7380, consultant services agreement with Psomas for construction management services for PN 672, SR14/Palmdale Boulevard Improvement Project, in the amount of \$2,430,149; and
2. Authorize the City Manager or his designee to execute the agreement with Psomas including minimal and/or non-substantive changes.

BACKGROUND

On March 6, 2013, the Palmdale City Council approved funding agreements with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for five projects along State Route 14 and Palmdale Boulevard authorizing the use of Measure R Equity Grant funds totaling \$110 million. This specific project proposes to improve levels of service (LOS) by increasing capacity, reducing congestion, and improving overall operations and safety along Palmdale Boulevard and State Route 14. Major components of the project are:

- Widen SB off-ramp at the Palmdale Boulevard Interchange to provide four lanes: two left turn lanes and two right turn lanes onto Palmdale Boulevard
- Widen NB off-ramp at the Palmdale Boulevard Interchange to provide three lanes: one left turn lane, one shared left-right turn lane and one right turn lane onto Palmdale Boulevard

- Provide a right-turn-only lane from eastbound Palmdale Boulevard (SR-138) to Division Street.
- Modify Palmdale Boulevard to accommodate double left turn lanes from the off-ramps.
- Modify Palmdale Boulevard to allow three westbound through lanes through the southbound ramp intersection (the third westbound lane becomes a right turn lane at 5th Street West).
- Enhance landscaping at each interchange, ADA compliant ramps and sidewalks along Palmdale Boulevard, signalized intersections, and provide bicycle striping.

DISCUSSION

The construction management company will be responsible for providing comprehensive construction management services including but not limited to constructability review of the bid documents, preparation of the construction bid package for advertising, assist City staff for bidder inquiries, bid evaluations, administration of the construction contract, monitoring work progress, community outreach, materials testing, source inspection, construction surveying (QA), environmental resource monitoring, coordination with Caltrans, and post construction closeout.

On January 7, 2021, the City received proposals from two construction management firms, Psomas (Valencia), and PPM Group (Fontana). The proposals were evaluated from four (4) committee members consisting of: two (2) from City of Palmdale, one (1) from Caltrans and one (1) from the City of Santa Clarita . The results are listed below:

Evaluation Criteria	Psomas	PPM Group
Understanding of work to be done – 20 points	19.25	18.75
Project work plan – 20 points	18.5	18.5
Quality of staff for work to be done – 25 points	24.25	21.25
Relevant Project Experience – 15 points	14.25	11.5
Familiarity with state and federal procedures – 10 points	9.5	9.25
Financial responsibility – 5 points	4.5	3.75
Cost Proposal – 5 points	4.5	3
Technical & Proposal - 100 Points Maximum Score:	94.75	86

After evaluation of proposals were received, Psomas received the highest-ranking competitive proposal. Psomas is well versed with Caltrans and City of Palmdale project delivery procedures and had successfully delivered the SR14/Rancho Vista Boulevard Improvement project within budget and on schedule. Psomas proposal not only meets but exceeds the City and Caltrans requirements including a cost-effective fee proposal for administering this Measure R Project. Psomas was also the designer on this project.

Psomas submitted a proposal in the amount of \$2,430,149, references have been checked and staff recommends that the City Council award SR14/Palmdale Interchange Improvement Measure R Project, to Psomas, Agreement No. A-7380, and authorize the City Manager to execute the contract documents.

FISCAL IMPACT

Funding is provided by Los Angeles County Metropolitan Transportation (Metro) through the Measure "R" Highway Funds. The capital improvement Account No. S0051208-724525, SR 14/Palmdale Blvd, has sufficient budget for the construction management services for this 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:	Chuck Heffernan P.E., Director of Public Works
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENT:

Agreement No. A-7380

**AGREEMENT NO. A-7380
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND PSOMAS**

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into this 6th day of April, 2021 by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and PSOMAS (hereinafter called "CONSULTANT").

RECITALS

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

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

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

The Consultant will be required to review the designed plans for constructability, provide recommendation, redesign or complete the plans and specifications as necessary. Perform all construction management tasks, and assist the city with all tasks, including but not limited to conduct the per-bid meeting, prepare addendums, be present in the bid opening, review of the bid documents, prepare staff report, administer the construction contract, monitoring work progress, progress payments review and processing, community outreach, materials testing, source inspection, construction surveying (QA), labor compliance monitoring and environmental source monitoring. Consultant will be communicating, preparing all documents required or requested by Caltrans and shall provide other tasks requires to complete the construction of this project. Consultant shall also provide a team of qualified individuals to perform the services and they shall be available for the full duration of the project. Any change in staffing shall be approved by the city.

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

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

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

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

2 CITY PROJECT MANAGER

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

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Abdul (Mohammed) Khan – Senior Resident Engineer. Jorge Uberhuaga – Structural Representative.

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

4 CONTRACT TERM

The term of this contract is two years (2) years, commencing on April 1, 2021..

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

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

8 CONSULTANT'S PERSONNEL

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of two million four hundred thirty thousand one hundred forty nine dollars (\$2,430,149.00), payable as follows:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Project Schedule			2021												2022												2023					
<div>Calendar days</div> <div>Work days</div> <div>Work days (Avg)</div> <div>Preconstruction Phase</div> <div>Construction Phase</div> <div>Closeout Phase</div>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	31	29	31	30	31	30	31	31	30	31	30	31	31	28	31	30	31	30	31	31	30	31	30	31	31	28	31	30	31	30		
	23	20	23	22	21	22	22	22	22	21	22	23	21	20	23	21	22	22	21	23	22	21	22	22	22	20	23	20	23	22		
	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20		
		1	2	3	4	5	6																									
								1	2	3	4	5		6	7	8	9	10	11	12	13	14	15	16	17	18						
																										19	20	W				

Estimated Fees			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
Position	Name	Rate																									Totals							
Project Director	B. Barnett	\$269.80		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2			52	\$14,030
Construction Manager	A. Khan	\$245.86		120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	100			3,220	\$791,665
Structure Representative	J. Uberhuaga	\$227.80		40	40	40	40	40	40	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	60	60	10	10				1,660	\$378,142
Inspector	C. Littlejohn	\$205.90						40	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	80	60	60	60					2,860	\$588,874
Inspector	R Sousa	\$184.60											160	160	160										160	160	160						960	\$177,216
TBD		\$0.00																															0	\$0
TBD		\$0.00																															0	\$0

[illegible]

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

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

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

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

10 INDEMNIFICATION

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

breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

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

Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney.

11.1.1 Workers’ Compensation and Employer’s Liability

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

11.1.2 Professional Liability Insurance*

- \$1,000,000.00 with no deductible, or;
- Comparable alternative as determined by the City Attorney; and
- Policy form on a claims-made basis

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

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

Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

11.8.3 *When 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 for all claims made by CITY arising out of any acts or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONSULTANT fails to maintain the required

insurance for any period of time or fails to comply with any of the insurance requirements listed above.

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

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

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

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

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

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

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

- A. The amount involved, together with CONSULTANT's analysis of such cost or price; and
- B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.
- C. The requirement to hire only those persons authorized by federal law to work in the United States.

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

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

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

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

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

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

PSOMAS:

JJ Murphy Date
City Manager

Brett Barnett, P.E. Date
Vice President/Project Director

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Highway
Palmdale, CA 93550

ADDRESS FOR NOTICE:
PSOMAS
27220 Tumberry Lane, Suite 190
Valencia, CA 91355

APPROVE AS TO FORM:

Christopher L. Beck
City Attorney

ATTEST:

ATTEST: If Corporation

Shanae S. Smith
City Clerk

Secretary



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ADMINISTRATIVE SERVICES – OFFICE OF THE CITY CLERK
DISTRICT: ALL
SUBJECT: ADOPT RESOLUTION NO. CC 2021-033, A RESOLUTION OF THE CITY OF PALMDALE CITY COUNCIL IN SUPPORT OF WOMEN'S RIGHTS

ISSUE

Adopt Resolution No. CC 2021-033, a Resolution of the City of Palmdale City Council in support of women's rights.

RECOMMENDATION

Adopt Resolution No. CC 2021-033, a Resolution of the City of Palmdale City Council in support of women's rights.

BACKGROUND

For many years women's rights movements have fought hard to address the inequality, campaigning to change laws or taking to the streets to demand their rights are respected. New movements have flourished in the digital age, such as the #MeToo campaign which highlights the prevalence of gender-based violence and sexual harassment. Women's rights are the fundamental human rights, which include the right to live free from violence, slavery, and discrimination; to be educated; to own property; to vote; and to earn a fair and equal wage.

DISCUSSION

At the March 16th workshop, Councilmember Loa directed staff to bring forward a resolution in support of women's rights and the celebration of International Women's Month.

FISCAL IMPACT

There is no fiscal impact associated with this item.

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:

Shanae Smith, City Clerk

Certified as to availability of Funds:

Approved by:

J.J. Murphy, ICMA-CM, City Manager

Approved as to form:

Christopher Beck, City Attorney

ATTACHMENTS:

1. Resolution No. CC 2021-033

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2021-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
IN SUPPORT OF WOMEN'S RIGHTS

WHEREAS, *there are nearly 3.9 billion women in the world;*

WHEREAS, *women and girls around the world:*

- (1) have fundamental human rights;
- (2) play a critical role in providing and caring for their families;
- (3) contribute substantially to food security, economic growth, and the prevention and resolution of conflict; and
- (4) must be empowered to more fully participate in the political, social, and economic lives of their communities in order to accelerate the growth of healthier, more stable societies;

WHEREAS, *the advancement and empowerment of women and girls around the world is a foreign policy priority for the United States;*

WHEREAS, *the National Security Strategy of the United States, published in December 2017:*

- (1) declares that “societies that empower women to participate fully in civic and economic life are more prosperous and peaceful”;
- (2) supports “efforts to advance women’s equality, protect the rights of women and girls, and promote women and youth empowerment programs”; and
- (3) recognizes that “governments that fail to treat women equally do not allow their societies to reach their potential”;

WHEREAS, *the United States National Action Plan on Women, Peace, and Security, revised in June 2016, states, “Deadly conflicts can be more effectively avoided, and peace can be best forged and sustained, when women become equal partners in all aspects of peacebuilding and conflict prevention, when their lives are protected, their voices heard, and their perspectives taken into account.”;*

WHEREAS, *there are 79 national action plans relating to the empowerment of women around the world, 11 regional action plans, and several additional national action plans known to be in development;*

WHEREAS, despite the contributions of women to society, hundreds of millions of women and girls around the world continue to be denied the right to participate freely in civic and economic life, lack fundamental legal protections, and are left vulnerable to exploitation and abuse;

WHEREAS, according to the International Labour Organization, 71 percent of the estimated 40,300,000 victims of modern slavery in 2016 were women or girls, with girls representing 3 out of every 4 child trafficking victims;

WHEREAS, according to UNICEF:

- (1) approximately 1/4 of girls between the ages of 15 and 19 are victims of physical violence;
- (2) approximately 15,000,000 girls between the ages of 15 and 19 have experienced rape or other forced sexual acts; and
- (3) an estimated 1 in 3 women around the world has experienced some form of physical or sexual violence;

WHEREAS, according to the 2018 report of the United Nations Office on Drugs and Crime entitled “Global Report on Trafficking in Persons”, 72 percent of all detected trafficking victims are women or girls;

WHEREAS, on August 10, 2012, the United States Government launched a strategy entitled “United States Strategy to Prevent and Respond to Gender-Based Violence Globally”, which is the first interagency strategy that:

- (1) addresses gender-based violence around the world;
- (2) advances the rights and status of women and girls;
- (3) promotes gender equality in United States foreign policy; and
- (4) works to bring about a world in which all individuals can pursue their aspirations without the threat of violence;

WHEREAS, in June 2016, the Department of State released an update to that strategy, underscoring that “preventing and responding to gender-based violence is a cornerstone of the U.S. Government’s commitment to advancing human rights and promoting gender equality and the empowerment of women and girls”;

WHEREAS, despite the achievements of individual female leaders:

- (1) women around the world remain vastly underrepresented in:

(A) high-level positions; and

(B) national and local legislatures and governments; and

(2) according to the Inter-Parliamentary Union, women account for only 24.1 percent of national parliamentarians and 18.3 percent of government ministers;

WHEREAS, the ability of women and girls to realize their full potential is critical to the ability of a country to achieve strong and lasting economic growth, self-reliance, and political and social stability;

WHEREAS, although the United Nations Millennium Project reached the goal of achieving gender parity in primary education in most countries in 2015, more work remains to be done to achieve gender equality in primary and secondary education, and particularly in secondary education worldwide as gender gaps persist and widen, by addressing:

(1) discriminatory practices;

(2) cultural norms;

(3) inadequate sanitation facilities;

(4) child, early, and forced marriage; and

(5) other factors that favor boys or devalue girls' education;

WHEREAS, women around the world face a variety of constraints that severely limit their economic participation and productivity and remain underrepresented in the labor force;

WHEREAS, closing the global gender gap in labor markets could increase worldwide gross domestic product by as much as \$28,000,000,000,000 by 2025;

WHEREAS, pursuant to section 3(b) of the Women's Entrepreneurship and Economic Empowerment Act of 2018 (Public Law 115–428), it is the international development cooperation policy of the United States:

(1) to reduce gender disparities with respect to economic, social, political, educational, and cultural resources, wealth, opportunities, and services;

(2) to strive to eliminate gender-based violence and mitigate its harmful effects on individuals and communities including through efforts to develop standards and capacity to reduce gender-based violence in the workplace and other places where women work;

(3) to support activities that secure private property rights and land tenure for women in developing countries, including:

(A) legal frameworks that give women equal rights to own, register, use, profit from, and inherit land and property;

(B) improving legal literacy to enable women to exercise the rights described in subparagraph (A); and

(C) improving the capacity of law enforcement and community leaders to enforce such rights;

(4) to increase the capability of women and girls to fully exercise their rights, determine their life outcomes, assume leadership roles, and influence decision making in households, communities, and societies; and

(5) to improve the access of women and girls to education, particularly higher education opportunities in business, finance, and management, in order to enhance financial literacy and business development, management, and strategy skills;

WHEREAS, according to the World Health Organization, global maternal mortality decreased by approximately 44 percent between 1990 and 2015, yet approximately 830 women and girls continue to die from preventable causes relating to pregnancy or childbirth each day, and 99 percent of all maternal deaths occur in developing countries;

WHEREAS the Office of the United Nations High Commissioner for Refugees reports that women and girls comprise approximately 1/2 of the 68,500,000 refugees and internally displaced or stateless individuals in the world;

WHEREAS it is imperative:

(1) to alleviate violence and discrimination against women and girls; and

(2) to afford women every opportunity to be full and productive members of their communities; and

WHEREAS March 8, 2021, is recognized as International Women's Day, a global day:

(1) to celebrate the economic, political, and social achievements of women in the past, present, and future; and

(2) to recognize the obstacles that women face in the struggle for equal rights and opportunities: Now, therefore, be it

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

Section 1. That the City:

- (1) supports the goals of International Women's Day;
- (2) recognizes that the empowerment of women is inextricably linked to the potential of a country to generate:
 - (A) economic growth;
 - (B) sustainable democracy; and
 - (C) inclusive security;
- (3) recognizes and honors individuals in the United States and around the world, including women human rights defenders and civil society leaders, who have worked throughout history to ensure that women are guaranteed equality and basic human rights;
- (4) recognizes the unique cultural, historical, and religious differences throughout the world and urges all levels of government to act with respect and understanding toward legitimate differences when promoting any policies;
- (5) reaffirms the commitment:
 - (A) to end discrimination and violence against women and girls;
 - (B) to ensure the safety, health, and welfare of women and girls;
 - (C) to pursue policies that guarantee the fundamental human rights of women and girls worldwide; and
 - (D) to promote meaningful and significant participation of women in every aspect of society and community;
- (6) supports sustainable, measurable, and global development that seeks to achieve gender equality and the empowerment of women and girls; and
- (7) encourages the people of the City of Palmdale and beyond to observe International Women's Day with appropriate programs and activities.

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 6th day of April, 2021.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Christopher L. Beck
City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of April, 2021 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Shanae S. Smith, City Clerk



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ADMINISTRATIVE SERVICES
OFFICE OF THE CITY CLERK
DISTRICT: ALL
SUBJECT: ADOPT RESOLUTION NO. CC 2021-034, A RESOLUTION OF THE CITY OF PALMDALE CITY COUNCIL PLEADING TO LEAD CITY PERSONNEL, LAW ENFORCEMENT AND OTHER RESOURCES TO SUPPORT LOCAL DAY LABORERS AND FIELD WORKERS AFFECTED BY THE PANDEMIC AND PROTECT THEM FROM EXPLOITATION AND RETALIATION AT WORK

ISSUE

Adopt Resolution No. CC 2021-034, a Resolution of the City of Palmdale City Council pleading to lead City personnel, law enforcement and other resources to support local day laborers and field workers affected by the pandemic and protect them from exploitation and retaliation at work.

RECOMMENDATION

Adopt Resolution No. CC 2021-034, a Resolution of the City of Palmdale City Council pleading to lead City personnel, law enforcement and other resources to support local day laborers and field workers affected by the pandemic and protect them from exploitation and retaliation at work.

BACKGROUND

There is an estimated 40,000 day laborers who, on any given day in California, are looking for work on street corners, in parking lots, and at hiring centers, according to a survey by the UCLA Labor Occupational Safety program. Like many other professions, day laborers are seeing serious reductions in hours and earnings because of the economic shutdown caused by the COVID-19 pandemic.

DISCUSSION

On March 25th, the SALVA non-profit organization requested that the City Council adopt a resolution in support of local day laborers.

FISCAL IMPACT

There is no fiscal impact associated with this item.

STRATEGIC PLAN

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

D. Strengthen regional, state and national partnerships to enhance our legislative presence.

Prepared by:	Shanae Smith, City Clerk
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENTS:

1. Resolution No. CC 2021-034

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2021-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
PLEADING TO LEAD CITY PERSONNEL, LAW ENFORCEMENT AND
OTHER RESOURCES TO SUPPORT LOCAL DAY LABORERS AND
FIELD WORKERS AFFECTED BY THE PANDEMIC AND PROTECT
THEM FROM EXPLOITATION AND RETALIATION AT WORK

WHEREAS, day laborers and field workers perform many of the essential work defined in the state's Executive Order "Stay at Home" on March 19, 2020, in multiple commercial areas, are construction workers, domestic workers, plumbers, electricians, gardeners, carpenters, among many other areas.

WHEREAS, on one given day, nearly 20,000 day laborers are looking for day jobs, and between 15,000 to 30,000 field workers in the United States are working hard during the pandemic.

WHEREAS, a third of day laborers in the United States are looking for day jobs at approximately 125 recruitment sites across California each day, including in workplaces and home improvement stores, while about 10,000 more work in the field exposed to rain, extreme elements, and abuse in overtime without being remunerated.

WHEREAS, day laborers often congregate near these hiring sites inside or near their cars and trucks, so they are better able to seek and negotiate work with potential employers; and

WHEREAS, when they do, they do essential work throughout the City and all of California that keeps our homes, communities and infrastructure safe and moving forward; and

WHEREAS, the vast majority of day laborers and field workers are undocumented immigrants with origins from Latin countries; and

WHEREAS, Latinos make up more than half of the entire population in Palmdale, one fourth of Palmdale residents are immigrants, and almost half of the children that call Palmdale home have at least one immigrant parent; and

WHEREAS, the Ninth Circuit Court of Appeals has found that soliciting work is a form of expression protected under the First Amendment, meaning that there are limitations regarding the restrictions the state can place on an individual's attempts to look for work; and

WHEREAS, in Palmdale, COVID-19 has devastated the community, especially workers in low-wage industries who necessarily continue to risk exposure to provide for themselves and their families; and

WHEREAS, Californian workers generally can access economic safety net programs during unstable economic times, however, most day laborers and field workers cannot do so due to legal barriers and the nature of their employment; and

WHEREAS, undocumented immigrants have been excluded from federal stimulus meant to support families during the pandemic-caused economic crash; and

WHEREAS, Day laborers and workers in the countryside, Palmdale's Latino community, face a multi-proportion crisis, aggravated by these exclusions, which has cost the lives of too many of our loved ones, neighbors, and community members; And

WHEREAS, a public health response to the pandemic will not work if you exclude an enormous segment of the population; and

WHEREAS, the day labor industry is plagued by labor violations because work is precarious but essential to survival, which puts acute pressure on day laborers and field workers to accept dangerous conditions to avoid the risk of retaliation without palliation; and

WHEREAS, a UCLA Labor Center Study found that workers in low wage industries had \$28 million dollars in earnings stolen every week in Los Angeles County alone due to wage theft; and

WHEREAS, the pandemic has increased the uncertainty of maintaining work, heightening the epidemic of wage theft and health and safety violations for day laborers and other workers in low-wage industries; and

WHEREAS, a labor rights response to the epidemic of labor violations will not work if you exclude an enormous segment of the population; and

WHEREAS, the City Council for the City of Palmdale does not turn its backs on its residents and neighbors; and

WHEREAS, the City Council for the City of Palmdale has recognized the economic, social, and cultural contributions immigrants have brought to the city's vitality since its incorporation over 59 years ago; and

WHEREAS, on July 10, 2013, the City Council for the City of Palmdale voted unanimously to adopt Resolution No. CC 2013-063, expressing support for Comprehensive Federal Immigration Reform and urging the 113th Congress to enact such reform; and

WHEREAS, on November 7, 2017, the City Council for the City of Palmdale voted unanimously to adopt Resolution No. CC 2017-072, expressing strong support and urging the swift passage of the Dream Act of 2017, which would protect DACA beneficiaries; and

WHEREAS, on September 4, 2018, the City Council for the City of Palmdale voted unanimously to adopt Resolution No. CC 2018-067, expressing support for the Temporary Protected Status (TPS) program and urging the Department of Homeland Security to renew the program for all eligible beneficiaries fleeing war, violence, natural disasters, or other life-threatening conditions in their home countries; and

WHEREAS, on February 18, 2021, California House of Representative, Linda Sanchez and New Jersey U.S. Senator, Bob Menendez, introduced the United States Citizenship Act, which would create paths to citizenship for undocumented immigrants, expand the number of available visas, among other things; and

WHEREAS, local community organizations are working directly with the Latino immigrant community in Palmdale to protect day laborers and workers in the field from labor law violations and wage theft; and

WHEREAS, SALVA under the support of the National Day Laborer Organizing Network launched the From Down Labor Enforcement (DALE) campaign in Palmdale on 01/29/2021 to request efforts from the City Council to support the immigrant community; and

WHEREAS, the DALE campaign is advocating that the Department of Homeland Security provide Palmdale day laborers and essential workers with work permits or humanitarian visas, while Congress considers immigration reform efforts

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

1. To devote specific resources to support local organizations that have filled in the gap supporting our immigrant communities, and that continue to provide life-saving help during the ongoing global pandemic and economic crisis.
2. To direct local law enforcement agencies to create a labor protection task

force that will seek out solutions to rampant wage theft and other labor crimes perpetrated against day laborers and workers in low-wage industries, and do so in collaboration with local day labor organizations.

3. To formally recognize April 28, 2021 - International Day of Fallen Workers – as a day to remember the many day laborers and other workers in low-wage industries that have died during the pandemic.

4. To commit to supporting the day laborers and other workers that have maintained the local economy and worked through the pandemic.

SECTION 1. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 6th day of April, 2021.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Christopher L. Beck
City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of April, 2021 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Shanae S. Smith, City Clerk

**MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
FEBRUARY 16, 2021
6:30 PM & 7:00 PM**

www.cityofpalmdale.org

- 1) CALL TO ORDER 6:30 PM CLOSED SESSION MEETING.
Mayor Hofbauer called the meeting to order at 6:30 p.m.
- 2) ROLL CALL: MAYOR HOFBAUER, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS CARRILLO, LOA, AND BISHOP
PRESENT: Steven Hofbauer, Richard J Loa, Laura Bettencourt, Juan Carrillo, Austin Bishop.
ABSENT: None.
- 3) CLOSED SESSION PUBLIC COMMENTS.
Public Comments: None.
- 4) PRESENTATION BY CITY ATTORNEY of the following item(s) to be discussed in Closed Session:
 - 4.1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

CV Communities, et al. v. Antelope Valley-East Kern Water Agency, et al.
Los Angeles County Superior Court Case No. 20STCV10953

This closed session is being held pursuant to the authority of California Government Code Sections 54956.9(a) and 54956.9(d)(1).
City Attorney's Office
- 5) CLOSED SESSION
Closed Session was held from 6:30 p.m. - 7:17 p.m.
- 6) ANNOUNCEMENT BY CITY ATTORNEY of item(s) discussed in Closed Session.
All members of the City Council were present and able to participate in all matters.
Item 4.1 – CV Communities v. Antelope Valley East Kern Water Agency: The City

Council was provided an update on this matter and provided unanimous direction to staff. There is no further reportable action at this time.

7) ADOURN CLOSED SESSION MEETING.

Mayor Hofbauer adjourned the Closed Session meeting at 7:17 p.m.

8) CALL TO ORDER 7:00 PM CITY COUNCIL MEETING.

Mayor Hofbauer called the meeting to order at 7:18 p.m.

9) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

10) ROLL CALL: MAYOR HOFABUER, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS CARRILLO, LOA, AND BISHOP.

PRESENT: Steven Hofbauer, Richard J Loa, Laura Bettencourt, Juan Carrillo, Austin Bishop.

ABSENT: None.

11) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S).

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance (s) to be considered and voted on at this meeting.

Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Richard J Loa, Laura Bettencourt, Juan Carrillo, Austin Bishop.

12) PUBLIC COMMENTS.

Public Comments: None.

13) CONSENT CALENDAR:

13.1) Approve third amendment to legal services agreement (A-6240) between the City of Palmdale and Richards, Watson & Gershon. (Staff Reference: City Attorney Beck)

Councilmember Loa pulled this item for further discussion regarding billing practices. City Attorney Beck responded an audit was done and there were no irregularities in the billings.

Motion: Approve third amendment to legal services agreement (A-6240) between the City of Palmdale and Richards, Watson & Gershon.

Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Richard J Loa, Laura Bettencourt, Juan Carrillo, Austin Bishop.

14) WORKSHOP PRESENTATION:

14.1) Economic Development Update (Staff Reference: Economic Development Manager Garibay)

Economic Development Manager Garibay presented a PowerPoint presentation and provided a brief overview of the projects that have been worked on in the department to become more business friendly. Mr. Garibay spoke concerning the Operation Jump Start Program, Take Me Home Tonight, PPE, Small Business Grants, Palmdale Cares, Small Business Marketing Campaigns, new projects and investments, and the Enhanced Infrastructure Financing District.

Discussion ensued among Council and staff regarding the Work Force Development Program, Enhanced Infrastructure Financing Districts ("EIFD's), alternative fuels, and surveying of businesses to assist with their needs. Mr. Garibay stated he would review the current Workforce agreement to see if it includes the Work Force Development Program. City Manager Murphy directed Mr. Garibay to forward Council the map identifying the EIFD's.

15) PUBLIC HEARING:

15.1) Public Hearing and Review of Proposed Ordinance No. 1561 for adoption. (Staff Reference: City Attorney Beck)

ORDINANCE NO. 1561, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE PALMDALE MUNICIPAL CODE SECTION 2.08.030 REGARDING APPOINTMENTS TO BOARDS AND COMMISSIONS BY THE CITY COUNCIL

City Attorney Beck read the title of Ordinance No. 1561.

Councilmember Loa made a motion to table the item due to the expanded provisions, the motion died for lack of a second.

A motion was made and carried unanimously to Introduce Ordinance No. 1561.

Mayor Hofbauer opened the Public Hearing.

City Attorney Beck read three emails in opposition of Ordinance No. 1561 that will be received into the record by the City Clerk.

Sky Jung, Antelope Acres, spoke via zoom in opposition of Ordinance No. 1561.

City Attorney Beck presented the staff report.

Discussion ensued among Council and staff regarding the number of commission members, appointment process, and committees/boards affected.

Motion: Continue Ordinance No. 1561 to March 2, 2021 meeting.
Moved by Richard J Loa, seconded by Austin Bishop.

Vote: Motion carried (3-2)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop.
No: Laura Bettencourt,
Juan Carrillo.

A motion was made and carried unanimously to close the public hearing.

16) NEW BUSINESS:

16.1) Information Item: Review and receive report on the function of the City Attorney as the City Prosecutor (Staff Reference: City Attorney Beck)

City Attorney Beck provided a brief overview of the staff report and responded to Council questions. Discussion ensued regarding the City Attorney's legal authority, the Los Angeles County District Attorney's current responsibilities, possible City of Palmdale charter amendment, exploration of fiscal impact on the City possibly handling illegal fireworks and dumping violations.

Council directed City Attorney Beck to provide an informational report for the March 2nd meeting.

Motion: Bring back Item 26.2 to the March 2nd meeting regarding the City Manager's Contract.

Moved by Austin Bishop, seconded by Richard J Loa.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Laura Bettencourt, Juan Carrillo, Austin Bishop.

17) ADJOURNMENT.

Mayor Hofbauer adjourned the meeting at 9:30 p.m.

PASSED, APPROVED, and ADOPTED this 6th day of April 2021.

Steven D. Hofbauer, Mayor

ATTEST:

Shanae S. Smith, City Clerk

**MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
FEBRUARY 18, 2021
2:30 PM**

www.cityofpalmdale.org

- 1) CALL TO ORDER 2:30 P.M. CLOSED SESSION SPECIAL MEETING.
Mayor Hofbauer called the meeting to order at 2:30 p.m.
- 2) ROLL CALL: MAYOR HOFBAUER, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS CARRILLO, LOA AND BISHOP
PRESENT: Steven Hofbauer, Richard J Loa, Laura Bettencourt, Juan Carrillo, Austin Bishop.
ABSENT: None.
- 3) CLOSED SESSION PUBLIC COMMENTS.
Public Comments: None.
- 4) PRESENTATION BY CITY ATTORNEY of the following item(s) to be discussed in Closed Session:
City Attorney Beck stated the item would be heard as listed.

Discussion ensued among Councilmember Loa and City Attorney Beck regarding the parameters of the meeting.

Councilmember Loa made a motion to continue the item to the March 2nd City Council meeting, the motion died for lack of a second.

4.1) CONFERENCE WITH LABOR NEGOTIATORS

City representative: Patricia Nevarez, Human Resources Manager
Unrepresented employee: City Manager, J.J. Murphy

This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6.
- 5) CLOSED SESSION
Closed Session was held from 2:30 p.m. - 3:00 p.m.

6) ANNOUNCEMENT BY CITY ATTORNEY of item(s) discussed in Closed Session

All members of the City Council were present and able to participate in all matters.

Item 4.1 – Conference with Labor Negotiators: The City Council was provided an update on this matter and in a 3/2 vote with Councilmembers Bishop and Loa voting 'No' the City Council agreed to amend the employment agreement with City Manager JJ Murphy to require a vote of 4/5s of the City Council to remove Murphy, subject to approval of a subsequent Ordinance amending the Palmdale Municipal Code to that effect. There is no further reportable action at this time.

7) ADJOURNMENT.

Mayor Hofbauer adjourned the meeting at 3:00 p.m.

PASSED, APPROVED, and ADOPTED this 6th day of April 2021.

Steven D. Hofbauer, Mayor

ATTEST:

Shanae S. Smith, City Clerk

**MINUTES
CC/SA/HA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
MARCH 2, 2021
5:00 PM & 7:00 PM**

www.cityofpalmdale.org

- 1) CALL TO ORDER 5:00 P.M. CLOSED SESSION MEETING.
Mayor Hofbauer called the meeting to order at 5:03 p.m.
- 2) ROLL CALL: MAYOR HOFBAUER, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS CARRILLO, LOA, AND BISHOP
PRESENT: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.
ABSENT: None.
- 3) CLOSED SESSION PUBLIC COMMENTS.
Resident Anthony Rivera spoke regarding the clean-up of the Barrel Springs Trail.
- 4) PRESENTATION BY CITY ATTORNEY of the following item(s) to be discussed in Closed Session:
City Attorney Beck stated all items would be heard as listed.
 - 4.1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

City of Palmdale v. Jose Barrera, et al.
Los Angeles County Superior Court Case No. 19AVCV00737

This closed session is being held pursuant to the authority of California Government Code Sections 54956.9(a) and 54956.9(d)(1).
 - 4.2) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

CV Communities, et al. v. Antelope Valley-East Kern Water Agency, et al.
Los Angeles County Superior Court Case No. 20STCV10953

This closed session is being held pursuant to the authority of California Government Code Sections 54956.9(a) and 54956.9(d)(1).

4.3) CONFERENCE WITH REAL PROPERTY NEGOTIATORS

The reason for holding a closed session is for the purpose of obtaining authorization and direction from the City Council regarding the possible acquisition of property interests in the following property, generally located near 40th Street East and Avenue S-8:

Property Owner: TK Properties, LLC

Property: APNs 3052-006-001 and -002

City Negotiator: Chuck Heffernan, Director of Public Works

This closed session is being held pursuant to the authority of California Government Code Section 54956.8. Closed session is recommended because the City Council will be instructing the negotiator regarding terms and conditions, including price, for the possible purchase of the real property identified above.

City Attorney's Office

4.4) CONFERENCE WITH LABOR NEGOTIATORS

City representative: Patricia Nevarez, Human Resources Manager

Unrepresented employee: City Manager, J.J. Murphy

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

5) ANNOUNCEMENT BY CITY ATTORNEY of item(s) discussed in Closed Session.

All members of the City Council were present and able to participate in all matters.

Item 4.1 – Conference with Legal Counsel, City of Palmdale v. Jose Barrera: The City Council was provided an update on this matter, and provided unanimous direction to staff. There is no further reportable action at this time.

Item 4.2 – Existing Litigation, CV Communities v. AVEK: The City Council was provided an update on this matter and provided unanimous direction to staff. There is no further reportable action at this time.

Item 4.3 – Conference with Real Property Negotiators: The City Council was provided an update on this matter and provided unanimous direction to staff. There is no further reportable action at this time.

Item 4.4 – Conference with Labor Negotiators: The City Council received an update on this item and provided guidance to the Mayor.

6) ADJOURN CLOSED SESSION MEETING.

Mayor Hofbauer adjourned the Closed Session meeting at 6:30 p.m.

7) CALL TO ORDER 7:00 P.M. City Council/Successor Agency/Housing Authority/Palmdale Civic Authority/Palmdale Financing Authority

Mayor/Chair Hofbauer called the meetings to order at 7:00 p.m.

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

9) ROLL CALL:

MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/ VICE CHAIR BETTENCOURT;

COUNCILMEMBERS/DIRECTORS/COMMISSIONERS CARRILLO, LOA, BISHOP;

COMMISSIONERS BROWN AND FRAGA-SAENZ

PRESENT: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop, Bob Brown, Christina Fraga-Saenz

ABSENT: None

10) PRESENTATIONS:

10.1) City Manager Murphy presented the City of Palmdale's Warrior Award to Janelle Samson, Assistant Finance Manager.

10.2) City Manager Murphy presented the American Red Cross Proclamation for March 2021.

10.3) Public Safety Supervisor German presented pictures of the cute critters that were available for adoption from the Palmdale Animal Care Center.

11) PUBLIC COMMENTS ON HOUSING AUTHORITY CONSENT CALENDAR:

Public Comments: None.

12) HOUSING AUTHORITY CONSENT CALENDAR:

12.1) Review and Approve FY 2021 Mid-Year Budget Adjustments for Housing Authority. (Staff Reference: Assistant Finance Manager Samson)

12.2) Approve the minutes from the previous meeting held on February 2, 2021 at 7:00 p.m. (Staff Reference: Authority Secretary Smith)

Motion: Approve the item listed on the Housing Authority Consent Calendar.

Moved by Richard J. Loa, seconded by Steven Hofbauer.

Vote: (7-0)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop, Bob Brown, Christina Fraga-Saenz

13) JOINT NEW BUSINESS CC/HA/PCA/PFA:

13.1) Receive and file the Comprehensive Annual Financial Reports for the Year Ended June 30, 2020 for the City Of Palmdale, the Housing Authority of the City Of Palmdale, the Palmdale Civic Authority, the Palmdale Financing Authority, And the Palmdale Community Foundation.(Staff Reference: Finance Manager Kang)

Councilmember Bettencourt inquired about the current balance of funds in the Palmdale Community Foundation and suggested that staff provide current information to the public regarding donating. Finance Manager Kang reported that current the balance is \$250,000.

Motion: Receive and file the Comprehensive Annual Financial Reports for the Year Ended June 30, 2020 for the City Of Palmdale, the Housing Authority of the City Of Palmdale, the Palmdale Civic Authority, the Palmdale Financing Authority, And the Palmdale Community Foundation. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: (7-0)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop, Bob Brown, Christina Fraga-Saenz

14) ADJOURN HOUSING AUTHORITY MEETING.

Chair Hofbauer adjourned the meeting at 7:25 p.m.

15) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S):

Motion: Waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.

Moved by Richard J. Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

Mayor Hofbauer requested that item 20.3 be heard at this time.

16) PUBLIC COMMENTS ON CONSENT CALENDAR ITEMS AND NON-AGENDA ITEMS.

Rosa Maynella, Council for prevention of Child Abuse, requested a Proclamation for Child Abuse Awareness Month for April and invited Council to be a part of a solidarity kick off event.

City Attorney Beck read the following eComments into the record: 1) Guest

User regarding signage at Loa Law Office; and 2) Guest User regarding gratitude in support of the New Colors Project.

Eugene Hernandez, spoke regarding terminating the Los Angeles County Sheriff's Department contract, a civilian review board, and Council salary.

17) CONSENT CALENDAR:

17.1) Adopt Resolution CC 2021-019, A Resolution of the City Council of the City of Palmdale to Terminate Agreement A-6846 and enter into Agreement A-7397 for and interfund loan from the General Fund to the Park Development Fund. (Staff Reference: Assistant Finance Manager Samson)

17.2) Receive and File the Monthly Investment Activity Reports for January 2021. (Staff Reference: Finance Manager Kang)

17.3) Notice of Completion - Accept Completed Capital Project No. 775, Domenic Massari Park Sidewalk Repair Project. (Staff Reference: Capital Improvement Program Manager Glidden)

This item was pulled for a brief presentation by Capital Improvement Program Manager Glidden.

Motion: Accept Completed Capital Project No. 775, Domenic Massari Park Sidewalk Repair Project.

Moved by Richard J. Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

17.4) Notice of Completion - Accept Public Improvements for Palmdale Aerospace Academy Phase 2 Improvements. (Staff Reference: Director of Public Works Heffernan)

17.5) Notice of Completion - Accept Public Improvements for Palmdale Aerospace Academy Drainage Ditch Improvements. (Staff Reference: Director of Public Works Heffernan)
Public Works Department - Engineering Division

17.6) Notice of Completion - Accept Public Improvements for Tract 60209 Improvements. (Staff Reference: Director of Public Works Heffernan)

17.7) Adopt Resolution No. CC 2021-008, A Resolution of the City Council of the City of Palmdale approving the application for local streets and roads funds authorized under Article 8 of the Transportation Development Act. (Staff Reference: Capital Improvement Program Manager Glidden)

- 17.8) Approve Agreement No. A-7342 with the Mattress Recycling Council for Grant Funds in the amount of \$33,452. (Staff Reference: Environmental & Technology Manager Lucha)
- 17.9) Adopt Resolution No. CC 2021-014, a resolution of the City Council of the City of Palmdale accepting the "Offer to Dedicate" as shown in Instrument No. 87 317106 which was recorded in the Los Angeles County Recorder's Office on March 3, 1987. (Staff Reference: Director of Public Works Heffernan)
- 17.10) Approve Agreement No. A-7383 with NBS Government Finance Group to provide Annual Assessment and and Special District Levy Administration Services for five years for a total contract amount of \$765,000. (Staff Reference: Director of Public Works Heffernan)
- 17.11) Adopt Resolution No. CC 2021-011, a resolution of the City Council of the City of Palmdale approving the application for Statewide Park Development and Community Revitalization Program Grant Funds for Melville J. Courson Park. (Staff Reference: Capital Improvement Program Manager Glidden)
- 17.12) Adopt Resolution No. CC 2021-021, a Resolution of the City Council of the City of Palmdale continuing the Proclamation of a Local Emergency resulting from Coronavirus Disease (COVID-19). (Staff Reference: Director of Administrative Services Ambrose)
Administrative Services - Emergency Management
- 17.13) Adopt Resolution No. CC 2021-020, a resolution of the City Council of the City of Palmdale in support of increased broadband access to underserved communities throughout Southern California. (Staff Reference: Information Technology Manager Thompson)
- 17.14) CC/SA - Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

CC – February 2, 2021 (5:00 p.m. & 7:00 p.m.)

SA- February 2, 2021 (7:00 p.m.)

Motion: Approve all items listed on the consent calendar with the exception of Item 17.3.

Moved by Richard J. Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

18) APPOINTMENT:

- 18.1) Approve Mayor's nominations for appointments to the Human Rights Advisory Committee. (Staff Reference: City Manager Murphy)

Motion: Move item 18.1 to be heard after 19.4
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)
Yes: Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.
No:
Steven Hofbauer.

A motion was made by Councilmember Carrillo to table this item, the motion died for a lack of a second.

City Manager Murphy provided a brief overview of the staff report. Discussion ensued among Council and City Manager Murphy regarding recommendations made, and number of applicants.

Motion: Move to approve Mayor's nominations for appointments to the Human Rights Advisory Committee.
Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

19) PUBLIC HEARING:

19.1) Public Hearing and Review of Proposed Ordinance No. 1559 for adoption. (Staff Reference: Planning Manager Megan Taggart)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE TO MODIFY PALMDALE MUNICIPAL CODE CHAPTER 17.76 (LAND USE MATRIX) (ZOA 21-005)

Planning Manager Taggart read the title of Ordinance No. 1559.

A motion was made and carried unanimously to introduce Ordinance No. 1559.

Mayor Hofbauer opened the Public Hearing.

Testimony: None.

A motion was made and carried unanimously to close the Public Hearing.

Planning Manager Taggart provided a summary of the staff report.

Councilmember Carrillo inquired regarding warehousing of hazardous materials and staff responded the current zone change is related to uses that do not require a use permit.

Motion: Adopt Ordinance No. 1559.
Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

19.2) Public Hearing and Review of Proposed Ordinance No. 1560 for adoption. (Staff Reference: City Attorney Beck)

ORDINANCE NO. 1560, AN ORDINANCE OF THE CITY OF PALMDALE CONTINUING A TEMPORARY SUSPENSION OF SECTION 5.04.670(H)(4) OF THE PALMDALE MUNICIPAL CODE PROHIBITING THE SALE OF FLAVORED ELECTRONIC CIGARETTE PRODUCTS

City Attorney Beck read the title of Ordinance No. 1560.

A motion was made and carried unanimously to introduce Ordinance 1560.

Mayor Hofbauer opened the public hearing.

A motion was made and carried unanimously to close the Public Hearing.

City Attorney Beck provided a brief overview of the staff report. Councilmember Loa inquired on the current status of statewide sales of flavored tobacco. A discussion ensued.

Motion: Adopt Ordinance No. 1560.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

19.3) Public Hearing and Review of Proposed Ordinance No. 1562 for adoption. (Staff Reference: City Attorney Beck)

ORDINANCE NO. 1562, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE PALMDALE MUNICIPAL CODE SECTION 2.04.100 REGARDING PROCEDURE FOR REMOVAL OF THE CITY MANAGER.

City Attorney Beck read the title of Ordinance No. 1562.

A motion was made and carried with Mayor Hofbauer, Mayor Pro Tem Bettencourt, Councilmember Carrillo voting "Yes", and Councilmember Loa, and Councilmember Bishop voting "No" to introduce Ordinance 1562.

Mayor Hofbauer opened the public hearing.

Testimony: None.

A motion was made and carried unanimously to close the Public Hearing.

There was Council discussion regarding 4/5 vote, mortgage, severance package, and Measure AV funds.

Motion: Adopt Ordinance No. 1562.

Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (3-2)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo.

No: Richard J. Loa,
Austin Bishop.

19.4) Public Hearing and Review of Proposed Ordinance No. 1561 for adoption. (Staff Reference: City Manager Murphy)

ORDINANCE NO. 1561, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE PALMDALE MUNICIPAL CODE SECTION 2.08.030 REGARDING APPOINTMENTS TO BOARDS AND COMMISSIONS BY THE CITY COUNCIL

City Manager Murphy read the title of Ordinance No. 1561.

A motion was made and carried unanimously to introduce Ordinance No. 1561.

Mayor Hofbauer opened the Public Hearing.

Testimony: None.

A motion was made and carried unanimously to close the Public Hearing.

City Manager Murphy provided a brief overview of the staff report. Councilmember Loa asked if nominations were restricted to districts. A discussion ensued.

A motion was made and carried unanimously to re-open the Public Hearing.

Resident, Dave Bowman commented on the appointment process for Measure AV.

Discussion ensued regarding working collaboratively, and equal balance of power related to appointments.

Motion: Adopt Ordinance No. 1561 with minor amendments.
Moved by Juan Carrillo, seconded by Richard J. Loa.

Vote: Motion carried (4-1)
Yes: Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.
No:
Steven Hofbauer.

20) NEW BUSINESS:

- 20.1) Adopt Resolution No. CC 2021-015, A Resolution of the City Council of the City of Palmdale adopting the Sewer Maintenance District Reserve Policy. (Staff Reference: Finance Manager Kang)

Mayor Hofbauer called for a 5-minute recess.

Finance Manager Kang read the title of Resolution No. CC 2021-015 provided an overview of the staff report.

Motion: Adopt Resolution No. CC 2021-015.
Moved by Richard J. Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

- 20.2) Adopt Resolution No. CC 2021-017, A Resolution of The City Council Of The City Of Palmdale Authorizing an Interfund Loan Assignment of \$4.5 Million to The Sewer Maintenance Fund.(Staff Reference: Finance Manager Kang)

Finance Manager Kang read the title of Resolution No. CC 2021-017 and provided a brief overview of the staff report.

Motion: Adopt Resolution No. CC 2021-017.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

- 20.3) Adopt Resolution No. CC 2021-016, a resolution of the City Council of the City of Palmdale approving execution of a Letter of Credit and filing of Advice Letter to satisfy the financial security requirement; filing of the initial renewable portfolio standards procurement plan; and filing of year-ahead resource adequacy forecast. (Staff Reference: Environmental & Technology Manager Lucha)

This item was pulled out of order and heard after Item 16.

Benjamin Lucha read the title of Resolution No. CC 2021-016 and presented an overview of the staff report.

Discussion ensued among Councilmembers and staff regarding public benefits, developer benefits, competing for grant funds, green energy, and micro-grid systems.

Motion: Adopt Resolution No. CC 2021-016.

Moved by Richard J. Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

20.4) Provide direction regarding 2021 Redistricting Program and the formation of the redistricting commission. (Staff Reference: Director of Administrative Services Ambrose)

Director of Administrative Services Ambrose provided a PowerPoint presentation to Council. Discussion ensued among Council and staff regarding the timeline for Commission creation, the delay in release of census data scheduled for September 30, 2021, and whether there is a limit to the amount of districts. City Manager Murphy suggested that this item be heard at the March 16th Workshop to give Council time to review the redistricting information provided by staff. He also stated a demographer will be provided at the next meeting to answer questions.

Motion: Table this item to the March 16, 2021 meeting, and direct staff to research possible charter amendments to include a 5th district and rotational Mayor for the four-year Mayor position.

Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J. Loa, Austin Bishop.

21) MAYOR AND COUNCILMEMBER REPORTS - COMMITTEE MEMBERSHIPS AND MEETINGS ATTENDED AT PUBLIC EXPENSE.

21.1) VARIOUS COMMITTEE MEMBERSHIPS.

Attachments: Committee Membership Memos from Councilmember Bettencourt, Councilmember Bishop, and Councilmember Carrillo

- ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
- ANTELOPE VALLEY TRANSIT AUTHORITY - Councilmember Loa stated the AVTA briefing was on February 16th and he attended the

board meeting on February 23rd and the board voted to purchase six electric buses. Councilmember Loa announced the AVTA is the first electrified transportation entity in the nation.

- CALIFORNIA CONTRACT CITIES ASSOCIATION
- CITY OF PALMDALE AUDIT COMMITTEE
- CITY OF PALMDALE INVESTMENT OVERSIGHT COMMITTEE
- HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY
- LEAGUE OF CALIFORNIA CITIES
- LOS ANGELES COUNTY SANITATION DISTRICT
- NORTH LOS ANGELES COUNTY TRANSPORTATION COALITION
- PALMDALE RECYCLED WATER AUTHORITY
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL

COUNCIL - Councilmember Loa attended the SCAG transportation committee meeting that was held with Congressman Tony Cardenas regarding receiving assistance with inclusion on the transportation bill for the intersection of Rancho Vista and Sierra Highway.

- UNITED STATES/MEXICO SISTER CITIES ASSOCIATION
- CALIFORNIA STATE PRISON – LOS ANGELES COUNTY, CITIZENS ADVISORY COMMITTEE

Councilmember Loa attended the Palmdale Sheriff's Booster meeting on February 3rd and a Veterans Day event.

Mayor Pro Tem Bettencourt announced March 2021 as Women's History Month, and March 8th as International Women's Day. She announced the motto this year is "Choose to Challenge," and with challenge comes change, Women should always stand up for themselves and that they belong in all places where decisions are being made.

Councilmember Bishop thanked everyone for helping to clean up the desert.

Mayor Pro Tem Bettencourt recommended that Councilmember Bishop meet with the Sheriff's Department's illegal dumping crew to get ideas regarding clean-up and enforcement. Mayor Hobauer directed City Attorney Beck to provide a report on arrests and filings and explore ordinance possibilities related to illegal dumping. City Attorney Beck stated it will be a part of the comprehensive report.

Mayor Hofbauer reported participating in a discussion with a Medal of Honor recipient. He also announced an open position at the Antelope Valley Mosquito & Vector Control District due to the retirement of the Executive Director.

21.2) MEETINGS ATTENDED AT PUBLIC EXPENSE.

21.3) CITY MANAGER'S REPORT.

City Manager Murphy announced to the public that the City's website will have the ongoing area vaccine sites in the Antelope Valley. He thanked dedicated staff, the incredible community members, non-profit educational and aerospace partners, and engaged elected officials for their continued support.

22) CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS.

Councilmember Loa requested staff draft a Resolution for March 2021 supporting the women's movement, women's rights, and celebrating International Women's Month.

Mayor Hofbauer requested: 1) Basic timeline and process for charter amendments, and 2) Temporary suspension of mileage reimbursement. City Attorney Beck will provide a report on mileage at the March 16th meeting.

Councilmember Carrillo suggested a fireworks show for the 4th of July and requested City Attorney Beck to research to see if there are restrictions.

23) ADJOURNMENT.

Mayor Hofbauer adjourned the meeting at 9:25 p.m. to March 16, 2021 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED on this 6th day of April 2021.

Steven D. Hofbauer, Mayor

ATTEST:

Shanae S. Smith, City Clerk

**MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
MARCH 16, 2021
6:00 PM & 7:00 PM**

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- 1) CALL TO ORDER 6:00 P.M. CLOSED SESSION SPECIAL MEETING.
Mayor Hofbauer called the meeting to order at 6:00 p.m.
- 2) ROLL CALL: MAYOR HOFBAUER, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS CARRILLO, LOA, AND BISHOP
PRESENT: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J Loa, Austin Bishop.
ABSENT: None.
- 3) CLOSED SESSION PUBLIC COMMENTS.
Public Comments: None.
- 4) PRESENTATION BY CITY ATTORNEY of the following item(s) to be discussed in Closed Session:
City Attorney Beck stated all items would be heard as listed.
 - 4.1) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One case. A point has been reached where, in the opinion of the City on the advice of the City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation against the City. The City believes that the facts and circumstances that might result in litigation against the City are not yet known to a potential plaintiff or plaintiffs.
City Attorney's Office
 - 4.2) CONFERENCE WITH LEGAL COUNSEL – POSSIBLE LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: Number of Cases – One. Closed session is recommended because the City will

assess the merits of this matter, and/or threat. Based on existing facts and circumstances, there is a significant exposure to litigation against the City of Palmdale. The existing facts and circumstances that might result in litigation against the City of Palmdale are that, in his capacity as a citizen of the City of Palmdale, Steve Hofbauer has publicly stated that he has or will be hiring an attorney to sue the City of Palmdale regarding recent action of the City Council in adopting an ordinance to modify the Palmdale Municipal Code regarding Council Appointments. The aforementioned facts and circumstances are stated as required by Government Code Section 54956.9 (e)(2). Based on the existing facts and circumstances, it is the opinion of the City Attorney that it would prejudice the position of the City of Palmdale to discuss this matter in public or to disclose further circumstances in this potential case. Further, such disclosure may harm any settlement attempts or other efforts to resolve the matter without litigation.

City Attorney's Office

5) ANNOUNCEMENT BY CITY ATTORNEY of item(s) discussed in Closed Session

Item 4.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: All members of the Council were present and able to participate in this matter. The Council was provided an update on this matter. There is no further reportable action at this time.

Item 4.2 CONFERENCE WITH LEGAL COUNSEL – POSSIBLE LITIGATION: Four members of the Council, with Mayor Hofbauer absent, were present and able to participate in this matter. The Council was provided an update on this matter. There is no further reportable action at this time.

6) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the Closed Session meeting at 6:58 p.m.

7) CALL TO ORDER 7:00 P.M. City Council

Mayor Hofbauer called the meeting to order at 7:00 p.m.

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

9) ROLL CALL: MAYOR HOFBAUER, MAYOR PRO TEM BETTENCOURT; COUNCILMEMBERS CARRILLO, LOA, AND BISHOP

PRESENT: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J Loa, Austin Bishop.

ABSENT: None.

10) PUBLIC COMMENTS ON CONSENT CALENDAR ITEM AND NON-AGENDA ITEMS.

City Manager Murphy stated two eComments for Item 12 were received and recorded into the record.

11) CONSENT CALENDAR:

- 11.1) Summary of Annual Housing Element progress report. (Staff Reference: Director of Economic and Community Development Saxton - Presented by Senior Planner Fiss)

Senior Planner Fiss provided a brief overview of the Annual Housing Element Progress Report and responded to Council's questions regarding housing developments, city policies, modification of zoning ordinances to remove impediments, and the reduction of development fees.

Motion: Receive and file the summary of the Annual Housing Element progress report.

Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J Loa, Austin Bishop.

12) WORKSHOP PRESENTATION:

- 12.1) Receive update on and provide direction for the General Plan Update Preferred Land Use Alternative (Staff Reference: Director of Economic and Community Development Saxton - Presented by Planning Manager Taggart)

Planning Manager Taggart introduced Simran Malhotra with Raimi + Associates who provided a PowerPoint presentation to Council. Discussion ensued regarding upcoming Senate bills on Multi-Family Accessory Dwelling Units (ADU's), flexibility for developers, the general plan amendment process, attraction of businesses - job/housing balance, mixed use projects, village centers, Health & Wellness Districts, Education Districts, social and environmental justice throughout the general plan, military element, and the unhoused population. Mayor Hofbauer requested a breakdown of land use designation by commercial/residential.

The following comments were made via Zoom:

Nick Reyes, representative for the carpenters union, requested inclusion of labor standards and local hire in the policy that will be developed.

Steve Jenkins, developer, spoke regarding the mixed use component in the general plan and cautioned the City to include a phased component in the policy.

Jarred Langford, local union carpenter, requested creation of a policy which includes labor standards and local hire.

Crispin Carrasco, local carpenter, submitted an eComment regarding local hire.

13) SPECIAL REPORT:

13.1) City Council Vehicle Allowances. (Staff Reference - City Attorney Beck)

Assistant City Attorney Doran provided background information for the city's vehicle allowance policy. There was discussion among staff and Council regarding the justification of the current vehicle allowance due to the fact that meetings are being held through Zoom and other media. Councilmember Carrillo requested that staff provide a recommendation to Council regarding the appropriate amount for mileage or car allowance.

Motion: Staff to provide a recommendation to Council regarding the appropriate amount for car allowance.

Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)

Yes: Laura Bettencourt, Juan Carrillo, Richard J Loa, Austin Bishop.

No:

Steven Hofbauer.

14) NEW BUSINESS:

14.1) Provide Direction Regarding the Terms of Office for the Mayor Position and the Formation of a Redistricting Commission. (Staff Reference: Director of Administrative Services Ambrose)

Motion: Table this item to the April 6th meeting.

Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Laura Bettencourt, Juan Carrillo, Richard J Loa, Austin Bishop.

15) ADJOURN.

Mayor Hofbauer adjourned the meeting at 9:25 p.m.

PASSED, APPROVED, and ADOPTED this 6th day of April 2021.

Steven D. Hofbauer

ATTEST:

Shanae S. Smith, City Clerk



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ADMINISTRATIVE SERVICES
OFFICE OF THE CITY CLERK
DISTRICT: ALL
SUBJECT: ADOPT RESOLUTION NO. CC 2021-031, A RESOLUTION OF THE
CITY OF PALMDALE CITY COUNCIL FORMING A REDISTRICTING
COMMISSION

ISSUE

Adopt Resolution No. CC 2021-031, a Resolution of the City of Palmdale City Council forming a redistricting commission.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2021-031, a Resolution of the City of Palmdale City Council forming a redistricting commission considering the following options:
 - a. Appoint an advisory commission; or
 - b. Appoint an independent commission; or
 - c. Appoint a hybrid commission.
2. Establish how many members should be on the commission;
3. Establish the selection process;
4. Establish requirements to serve on the redistricting commission; and
5. Select a date that recommended maps should be submitted to the City Clerk.

BACKGROUND

The California Voting Rights Act ("CVRA") was enacted to implement the California constitutional guarantees of equal protection and the right to vote. The purpose of the CVRA is to prevent an at-large election system from diluting minority voting power and impairing underrepresented groups from influencing the outcome of a race. After each decennial U.S. census, local public agencies with officers elected by or from geographical districts, divisions or wards must "redistrict." This requires review of the Census population data and, if necessary, adjustment of voting area boundaries to keep them as nearly equal in population as possible, allowing for certain variances due to geography, topography, communities of interest, all as required in federal and California law. Once the federal census is completed and released, State law requires the City Council to

review and adjust the boundaries of its districts to ensure compliance with the Voting Rights Act. Two new laws have been enacted since the City Council transitioned to district elections, which govern the redistricting process.

1. The Fair Maps Act (AB 849) became effective January 1, 2020 and created standardized redistricting criteria aimed to keep communities together and to prohibit partisan gerrymandering. The Act also expanded community outreach and public hearing requirements and timelines, which coincide with the State redistricting schedule (Attachment 1).
2. AB 1276 is the subsequent clean up of AB 849 and provides for districts to be geographically contiguous, the geographic integrity of local neighborhoods or local communities of interest, easily understood by residents, districts to be drawn to encourage geographical compactness and not be drawn in favor or discriminate against a political party.

DISCUSSION

City Council is required, pursuant to California Elections Code Section 21620 to adopt boundaries for all the council districts of the City and the council districts shall be substantially equal in population, as required by the United States Constitution. A professional demographer will guide the process, interact with both the City and the public, analyze the census data, draft proposed maps, create proposed district boundaries, and be a resource in the redistricting process.

To initiate the redistricting process, the City Council must determine if it desires to utilize a staff led process with the aid of a demographer/redistricting consultant, or to enlist one of the three Commission options, as outlined in Elections Code § 23000 et seq. As a charter city, many of the arduous requirements as to who can serve on the commission and the method of appointment do not apply. However, the option of using a commission remains open to Council or to appoint pursuant to Ordinance No. 1561, Appointments to Boards and Commissions by City Council. Four (4) approaches are summarized below:

1. Staff Led Process – This is the traditional method of redistricting and is like the process used when the City transitioned to district-based elections. The City would retain a demographer/redistricting consultant to review the Census data, take public input, conduct the hearings, and then approve a map. This is generally the simplest and least expensive process.
2. Advisory Redistricting Commission – This is an advisory commission that the Council/Board may directly appoint to conduct some of the public hearings and solicit input for the Council. However, the Council retains the final decision on the map. As a charter city the Council can set guidelines in its formation ordinance for the Commission as to who can serve, and how they are appointed, or you can default to the standard method of appointing commissioners. You will likely need

to build at least 4-5 months into the process to get a Commission selected and running.

3. Independent Redistricting Commission – This model hands the entire process over to a Commission who makes the final decision on the map. The Council may offer input and comment, but it does not make the final decision. This is the most complex process, as the recruitment, appointment, and education of an entirely new body of citizens is required to perform this work. This will require adopting an ordinance or resolution (see Attachment 1 draft Resolution No. CC 2021-031) forming the Commission and setting out the appointment process and requirements.
4. Hybrid Redistricting Commission – Largely the same in complexity as an independent commission except that the commission approves two or more draft maps and, while Council can make the final choice, that choice is limited to the selection of maps approved by the Commission.

There are several requirements for cities to engage in public outreach and involve as many residents as possible. These include a dedicated website or webpage with all relevant redistricting information, including hearing dates, copies of draft or proposed maps, information about how residents can submit their own maps, etc. Other requirements are to have language interpreters available for hearings, as one must be made available if the City is provided 72 hours' notice, as well as holding at least one of the required four public hearings on a Saturday, Sunday, or weekday after 6:00 p.m.

Timeline

The following is an estimated timeline for the City to engage in the redistricting process in advance of the November 8, 2022 General Election.

Initial Council Discussions	March 2021
Commission creation, recruitment, and onboarding – if desired and directed	April - June 2021
Census Bureau population counts, prison adjusted counts, demographic data, public participation tools	September 30, 2021 (delay in release of data due to COVID-19 pandemic)
Pre-Draft Map public forums and hearings	At least 60-90 days recommended for four hearings plus mapping time
Draft maps	
Public Hearings on draft maps	
Publish revised maps	7 days prior to adoption
Final hearing and adoption	14 days
*City deadline to adopt and submit map to Registrar (election July 1, 2022 to December 31, 2022)	April 17, 2022

Election	November 8, 2022
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FISCAL IMPACT

City Council has appropriated \$150,000 in the FY 2021 mid-year budget adjustments to meet the 2021 Redistricting Program requirements.

STRATEGIC PLAN

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

- C. Use a variety of methods to communicate timely, useful, and trusted information about city programs, services, and policies.

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

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

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Shanae Smith, City Clerk

Keith Kang, Finance Manager

J.J. Murphy, ICMA-CM, City Manager

Christopher Beck, City Attorney

ATTACHMENTS:

1. Resolution No. CC 2021-031
2. Fair Maps Act
3. Authorities and Criteria for Redistricting Commissions

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2021-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
ESTABLISHING A REDISTRICTING COMMITTEE PURSUANT TO
ELECTIONS CODE SECTION 23000

WHEREAS, members of the City Council of the City of Palmdale ("City") adopted Ordinance No. 1471, transitioning from at-large to by-district city councilmember elections under Elections Code § 10010; and

WHEREAS, the City Council are currently elected in "district-based " election, in which each city councilmember is elected only by the voters in the district in which the candidate resides; and

WHEREAS, Elections Code 21601 and 23000 authorizes the City Council to appoint a redistricting committee; and

WHEREAS, the City Council desires to receive input on district boundaries from a geographically diverse sector of the community; and

WHEREAS, the Fair Maps Act (AB 849) became effective January 1, 2020 and created standardized redistricting criteria aimed to keep communities together and to prohibit partisan gerrymandering. The Act also expanded community outreach and public hearing requirements and timelines, which coincide with the State redistricting schedule (ATTACHMENT 1); and

WHEREAS, the SB 1018 became effective on January 1, 2019 expanding the methods for re-drawing district maps. Under this legislation, in addition to appointing an advisory, or an independent commission, the City Council may instead elect to appoint a hybrid commission or contract with Los Angeles County's Citizen Redistricting Commission ("CRC"), as outlined in the Authorities and Criteria for Redistricting Commissions(ATTACHMENT 2) and provides for detailed information for each commission):

- a. the City Council may **adopt districts itself**, and
- b. the City Council may appoint an **advisory commission** to recommend district boundaries for City Council adoption; and
- c. the City Council may establish an **independent redistricting commission** to adopt or new boundaries to the City; and
- d. the City Council may establish a **hybrid redistricting commission** to either adopt or recommend new boundaries to the City.

NOW, THEREFORE BE IT RESOLVED, that the City of Palmdale, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore does hereby resolve as follows:

SECTION 1. Establishment. There shall be established the Palmdale Redistricting Committee, hereinafter "Committee." The Committee shall be established by [REDACTED], 2021 and shall exist until the City Council adopts an ordinance establishing City Council district boundaries for the November 2022 election.

SECTION 2. Membership. The Committee shall consist of up to 5-7 Committee members. Committee members shall consist of a diverse group of residents.

SECTION 4. Selection Process. The Committee member selection process is designed to produce a qualified and impartial Committee. Committee members shall be selected through an open application process. Any person who meets the minimum Committee member qualifications in Section 5 may apply to serve on the Committee.

A. The City Clerk shall initiate and widely publicize the Committee application process. To promote a large and diverse applicant pool, the City Clerk shall seek assistance from a broad range of community-based organizations to encourage qualified persons to apply. The application period shall be open through _____2021.

B. At the end of the application period, the City Clerk shall review and verify the information contained in each application, including applicants' eligibility to serve on the Committee under Section 5. The City Clerk shall remove from the applicant pool any applicant who does not meet the minimum Committee member qualifications.

C. The applicants may be considered taking into account the following factors:

(1) The Committee should not be comprised entirely of members who are registered to vote with the same political party preference.

(2) Committee members should reasonably reflect the City of Palmdale's diverse geography and reside in diverse areas throughout the city.

(3) Race/ethnicity may be considered without using formulas, quotas or ratios.

(4) Gender, age, economic class, sexual orientation and party registration may be considered in selecting Committee members.

(5) Committee members shall be impartial, know the jurisdiction's neighborhoods and communities, appreciate the jurisdiction's diversity and work well with others.

(6) A random selection process should be utilized, and applicants should be considered by geographic areas to better ensure geographic diversity.

SECTION 5. Eligibility Requirements for Members of the Committee. The application process shall be open to all eligible residents. The following qualifications and restrictions are imposed on members of the Committee:

A. A person, or the family member of a person (i.e., spouse, registered domestic partner, parent, sibling, child or in-law), who has done any of the following in the preceding eight years, shall not be appointed to serve on a Committee:

- (1) Been elected or appointed to, or been a candidate for, an elective office of Palmdale.
- (2) Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for elective office of Palmdale.
- (3) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee.
- (4) Served as a staff member of, consultant to, or contracted with, a currently serving elected officer of Palmdale.
- (5) Been registered to lobby in Palmdale.
- (6) Contributed five hundred dollars (\$500) or more in a year to any candidate for an elective office of Palmdale.

B. A member of the Committee shall not do any of the following:

- (1) While serving on the Committee, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of Palmdale.
- (2) Be a candidate for an elective office of Palmdale for 5 years commencing with the date of his or her appointment to the Committee.
- (3) For four years commencing with the date of his or her appointment to the Committee:
 - a. Accept an appointment to a Palmdale Board, Commission or Committee.
 - b. Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of Palmdale.
 - c. Receive a noncompetitively bid contract with Palmdale.
 - d. Register as a lobbyist in Palmdale.

C. Must be a resident of Palmdale and resided in Palmdale for at least the past five years.

D. Must be a registered voter.

E. Must have voted in two of the last three local Palmdale City Council elections. Those residents not eligible to vote due to age or citizenship are exempt from this requirement.

SECTION 6. During and Post-Service Restrictions. Committee members shall comply with the following during and post-service restrictions as contained in California Elections Code Section 23003(d):

A. While serving on the Committee, members may not work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of Palmdale.

B. Committee members may not run for an elective office of Palmdale for 5 years commencing with the date of my appointment to the Committee.

C. For four years commencing with the date of his or her appointment to the Committee, members shall not:

(1) Accept an appointment to a Palmdale Board, Commission or Committee.

(2) Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of Palmdale.

(3) Receive a noncompetitively bid contract with Palmdale.

(4) Register as a lobbyist in Palmdale.

SECTION 7. Redistricting Criteria. The Committee shall take into account the following legally required criteria in recommending district boundaries:

A. Each city council district shall contain a nearly equal population;

B. A redistricting plan shall be drawn in a manner that complies with the Federal Voting Rights Act, the California Voting Rights Act and the Equal Protection Clause of the U.S. Constitution; and

C. City Council districts shall not be drawn with race as the predominate factor.

D. The Committee may also adopt its own criteria consistent with this Section 7 and may consider additional criteria, including the criteria set forth in Elections Code 21601, such as including topographical and geographical boundaries (major roads, freeways, creeks, railroad lines or other barriers) and communities of interest (school district

boundaries, neighborhood boundaries, retail/commercial districts, voting precincts etc.).

SECTION 8. Public Transparency. The Committee shall implement an open process for public input and Committee deliberation as follows:

- A. The Committee members shall file Form 700 – Statement of Economic Interest
- B. forms.
- C. The Committee shall comply with the California Public Records Act, commencing with Section 6250 of the California Government Code, and the Ralph M. Brown Act, commencing with Section 54950 of the California Government Code.
- D. The Committee shall publish on the internet and make available to the public a draft version of a proposed final map before final recommendation to the City Council.
- E. All records of the Committee relating to redistricting, and all data considered by the Committee in drawing a draft map or proposed final map, are public records.
- F. The City shall establish and make available to the public on the internet a calendar of all public hearings.
- G. The City shall establish and maintain for ten years a webpage for the Committee where important redistricting materials may be published, including hearing agendas, hearing minutes, links to hearing audio or video recordings where applicable, a Committee member roster, and draft maps created by the Committee.
- H. Committee members shall disclose all contact regarding the Committee's subject matter jurisdiction that occurs outside of a publicly noticed meeting. Committee members shall disclose these contacts no later than the Committee's next regular or special meeting.
- I. Any person who is compensated for communicating with the Committee or any Committee member, other than a reimbursement of reasonable travel expenses, shall identify the party compensating them in such communication.

SECTION 9. Public Engagement. The Committee and the City should actively encourage residents to participate in the redistricting process.

- A. The Committee shall make every reasonable effort to afford maximum public access to its proceedings.

B. The City shall solicit broad public participation in the redistricting process, including from residents of communities that traditionally participate less frequently in the local political process. At minimum, the City shall:

- (1) Develop and present a proposed outreach campaign to the City Council at a public meeting;
- (2) Conduct an outreach campaign to educate the public on the redistricting process and how to be involved; and
- (3) Request the assistance of neighborhood associations, community groups, civic organizations, and civil rights organizations with engaging residents in the redistricting public review process.

SECTION 10. Committee Meetings. The hearing location shall be accessible to persons with disabilities and, to the extent practicable, shall have free parking nearby and be accessible by public transit. Public hearings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible. The Committee shall establish and implement a process for accepting written public comment, including the submission of draft maps and draft partial maps for the Committee's consideration.

SECTION 11. Administration. A quorum shall consist of a majority of the seated Committee members (i.e., if seven members are seated, a quorum shall be five members). The Committee may only recommend a plan for district boundaries and election sequencing with a 2/3 affirmative vote of the seated Committee members (i.e., if seven members are seated, six votes would be needed). All other Committee actions, other than maps and sequencing, require only a majority vote of those present, provided that a quorum is present. The City Council or the Committee may remove a Committee member for substantial neglect of duty, gross misconduct in office, or inability to discharge the duties of office. Before being removed, a Committee member must be provided with the reasons for their proposed removal, at least a week's notice of the public hearing where his or her proposed removal will be voted on, and an opportunity to respond to or rebut those reasons in writing and at the hearing.

SECTION 12. Staff Support. The City Manager, City Clerk, and City Attorney shall designate staff to support the Committee, as needed.

SECTION 13. Schedule. The Committee shall forward its final recommendation(s) regarding a proposed district map to the City Clerk by no later than _____, 2021. Upon receipt of the recommendation, the City Clerk shall immediately cause the recommended map(s) to be published for a seven-day public review period. Thereafter, the City Council shall conduct a public hearing on the Committee proposed map(s). At this hearing the City Council may elect to: (1) direct staff to introduce an ordinance approving one of the Committee recommended maps/sequencing or (2) reject the map(s)/sequencing and return it to the Committee for reconsideration with a statement of the reasons for such disapproval

and request the Committee to modify the map(s)/sequencing. If the City Council rejects the Committee's recommendation, the Committee shall have up to seven days (but in no event later than _____) to submit a revised map(s)/sequencing to the City Council for further consideration. Upon receipt of the revised map(s) the City Clerk shall immediately cause the maps to be published for a seven-day public review period.

SECTION 14. Statement of Council Intent: It is the intention of the City council to adopt one of the redistricting maps recommended by the Committee.

PASSED, APPROVED and ADOPTED this _____ day of _____, _____.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Christopher L. Beck
City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of April 2021 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Shanae S. Smith, City Clerk

Criteria Applied to Drawing District Lines	Transparency & Public Engagement
<ul style="list-style-type: none"> • Equal Population of each district required • Voting Rights Act & California Voting Rights Act must be followed. • Population is adjusted to count incarcerated people at their home address not their prison address <p>Then the following <i>in order of priority</i>:</p> <ol style="list-style-type: none"> 1. Geographic Contiguity to the extent practicable. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous. 2. Communities of Interest Preservation to the extent practicable. A "community of Interest" is a population that shares common social or economic interests that should be included within a single supervisorial district for purposes of its effective and fair representation. 3. Geographic Integrity of a city or census designated place shall be respected to the extent practicable. 4. Geographic Compactness should be encouraged to the extent practicable, where it doesn't conflict with previous criteria, and in a manner to ensure that nearby areas of population are not bypassed in favor of more distant populations. 5. Easily Identifiable by Residents To the extent practicable, districts shall be bounded by natural and artificial barriers, including streets. 6. Prohibit Favoritism No partisan favoritism or discrimination. 	<p>Hearing & Map Key Requirements</p> <p>At least four hearings required.</p> <ul style="list-style-type: none"> • One hearing prior to issuing first draft map. • Two hearings after draft map issued. • Hold at least one hearing or workshop on a weekend or weeknight after 6pm • Hearings must be accessible to persons with disabilities. <ul style="list-style-type: none"> • Draft maps posted online seven days before adoption of final map; three days in the last 28 days before deadline • If available, draft maps submitted by county/city must include total population, citizen voting age population (CVAP), and racial & ethnic characteristics of CVAP in each proposed district. • Census data from Statewide Database must be available for at least three weeks before release of any draft map; if 60-90 days until deadline, this is reduced to one week; if fewer than 60 days, no waiting period. <p>Outreach</p> <p>Council's good faith outreach required to reach underrepresented and non-English speaking communities.</p> <ul style="list-style-type: none"> • Disseminate info through social media, media, good government, and community organizations, including those serving non-English speaking communities • Live translation required if requested • Dedicated internet web page with info in English and any languages in which city is required to produce ballots. • Public comment and map drafts may be submitted in writing or electronically and must be made publicly available.

California Elections Code Sections 21620-21630; Table information adapted from the League of Women Voters of California, The FairMaps California Local Redistricting Toolkit

Attachment 2: Authorities and Criteria for Redistricting Commissions

	Advisory Commission	Hybrid Commission	Independent Commission
Statutory Authority	Elections Code 23002	Elections Code 23003	Elections Code 23003
Scope	Recommends a districting map to the City Council	Recommends two or more districting maps to the City Council and the Council must select one	Has authority to independently adopt City districting map
Qualifications/ Selection Process	<ul style="list-style-type: none"> • City may prescribe the manner in which members are appointed to the commission. • Person who is elected city official, or a family member, staff member or paid campaign staff of elected official of city shall not be eligible. • City may impose additional requirements and restrictions on members of the commission in excess of those prescribed by State law. 	<ul style="list-style-type: none"> • Must be resident of City. • Commissioners may not be comprised entirely of members from same political party preference. • City may prescribe the manner in which members are appointed to the commission, provided it uses an application process open to all eligible residents and not appointed by City Council. • City may also impose additional qualifications and restrictions on members of the commission in excess of those prescribed by State law. 	<ul style="list-style-type: none"> • Must be resident of City. • Commissioners may not be comprised entirely of members from same political party preference. • City may prescribe the manner in which members are appointed to the commission, provided it uses an application process open to all eligible residents and not appointed by City Council. • City may also impose additional qualifications and restrictions on members of the commission in excess of those prescribed by State law.
Member Disqualification	<ul style="list-style-type: none"> • A person who is an elected official of the City • A family member, staff member, or paid campaign staff of an elected official of the City 	<ul style="list-style-type: none"> • A person who is an elected official of the City • A family member, staff member, or paid campaign staff of an elected official of the City • A person, or the person's spouse, who has done any of the following in the preceding <u>eight years</u> (or a non-spouse family member in the preceding <u>four years</u>) shall not be appointed 	<ul style="list-style-type: none"> • A person who is an elected official of the City • A family member, staff member, or paid campaign staff of a city councilmember. • A person, or the person's spouse, who has done any of the following in the preceding <u>eight years</u> (or a non-spouse family member in the preceding <u>four years</u>) shall not be appointed to serve on a commission: <ul style="list-style-type: none"> (A) Served as an officer of, employee of, or paid

Advisory Commission	Hybrid Commission	Independent Commission
		<p>to serve on a commission:</p> <p>(A) Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for city council.</p> <p>(B) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee.</p> <p>(C) Served as a staff member or a consultant to, or who has contracted with, a currently serving city councilmember.</p> <p>(D) Been registered to lobby the city.</p> <p>(E) Contributed five hundred dollars (\$500) or more in a year to any city council candidate.</p>
<p>Conduct Prohibitions While Serving on Committee</p>		<p>While serving on the commission, members may not:</p> <ul style="list-style-type: none"> • Endorse, work for, volunteer for, or make a campaign contribution to, a candidate for city council.
<p>Post-Service Conduct Prohibitions</p>		<ul style="list-style-type: none"> • For <u>5 years</u> commencing on appointment to the commission, a commission member is prohibited from being a candidate for an elective office of the City if: <ul style="list-style-type: none"> a. The election for that office will be conducted using district boundaries adopted by the commission on

Advisory Commission		Hybrid Commission	Independent Commission
		<p>which the member served</p> <p>b. The election for that office will be conducted using district boundaries adopted by the City pursuant to recommendations by the commission on which the member served</p> <ul style="list-style-type: none"> • For <u>4 years</u> commencing with appointment to the commission, a commission member may not: <ol style="list-style-type: none"> (1) Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of the City. (2) Receive a noncompetitively bid contract with the City. (3) Register as a lobbyist for the City. • For <u>2 years</u> commencing with appointment to the commission, a commission member may not accept an appointment to an office of the City. 	<p>which the member served</p> <p>b. The election for that office will be conducted using district boundaries adopted by the City pursuant to recommendations by the commission on which the member served</p> <ul style="list-style-type: none"> • For <u>4 years</u> commencing with appointment to the commission, a commission member may not: <ol style="list-style-type: none"> (1) Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of the City. (2) Receive a noncompetitively bid contract with the City. (3) Register as a lobbyist for the City. • For <u>2 years</u> commencing with appointment to the commission, a commission member may not accept an appointment to an office of the City.
Commission Requirements	<ul style="list-style-type: none"> • Form 700 likely required • Subject to the Brown Act • Subject to Public Records Act 	<ul style="list-style-type: none"> • Must file Form 700 • Subject to the Brown Act • Subject to Public Records Act • Commission shall be subject to same redistricting deadlines, 	<ul style="list-style-type: none"> • Must file Form 700 • Subject to the Brown Act • Subject to Public Records Act • Commission shall be subject to same redistricting deadlines,

Advisory Commission		Hybrid Commission	Independent Commission
		<p>requirements and restrictions that apply to the City</p> <ul style="list-style-type: none"> • Commission shall publish a map of the proposed new district boundaries and make it available to the public for at least 7 days before the map may be adopted • Commission shall not draw districts favoring or discriminating against incumbents or candidates 	<p>requirements and restrictions that apply to the City</p> <ul style="list-style-type: none"> • Commission shall publish a map of the proposed new district boundaries and make it available to the public for at least 7 days before the map may be adopted • Commission shall not draw districts favoring or discriminating against incumbents or candidates •
Public Hearings	Council must conduct 4 hearings before map adoption. Advisory commission may conduct the pre-map hearing on behalf of Council.	Commission must conduct at least three public hearings before map adopted	Commission must conduct at least three public hearings before map adopted



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ADMINISTRATIVE SERVICES
OFFICE OF THE CITY CLERK
DISTRICT: ALL
SUBJECT: APPROVE THE PALMDALE RECYCLED WATER AUTHORITY'S
NOMINATION FOR APPOINTMENT OF THE FIFTH PUBLIC
MEMBER

ISSUE

Approve the Palmdale Recycled Water Authority's nomination for appointment of the fifth Public Member.

RECOMMENDATION

Staff recommends pursuant to Article 4.1 Board of Directors of the Joint Exercises of Powers Agreement ("Agreement"), that the Palmdale City Council and the Palmdale Water District approve the Palmdale Recycled Water Authority's ("PRWA") nomination for appointment of Zakeya Anson as the fifth Public Member on the PRWA, for a term to expire January 2022.

BACKGROUND

The Palmdale Recycled Water Authority ("PRWA") was formed by a Joint Exercise of Powers Agreement between the City of Palmdale and the Palmdale Water District ("PWD"). The purpose of the PRWA is to study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources.

DISCUSSION

Ms. Helen Velador served as the fifth Public Member on the PRWA for the period covering 2013 - 2020. When Ms. Velador did not seek reappointment for 2021, a vacancy was created.

A Notice of Vacancy was advertised in the AV Press as required and advertised for interested citizens to apply. The Communications division also provided a press release to the public, including the application submittal deadline. The Classified Ad, duties and responsibilities, a map of PRWA boundaries and the application were made available on the City's website, as well as in the Office of the City Clerk. Staff received seven (7) applications prior to the December 22, 2020 6:00 p.m. deadline and provided copies to

PRWA Executive Director, Dennis LaMoreaux. On February 17, 2021, the PRWA Board conducted interviews with the qualifying six candidates during its special meeting.

After review of the applications and the interview process, the PRWA Board nominated Zakeya Anson as the fifth Public Member on the PRWA for a 1-year term, to expire January 2022. The recommended appointment is consistent with the Joint Exercise of Powers Agreement, as referenced in **Attachment 2**.

FISCAL IMPACT

There is no fiscal impact associated with this item.

STRATEGIC PLAN

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

D. Strengthen regional, state, and national partnerships to enhance our legislative presence.

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

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

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

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

Prepared by:	Shanae S. Smith, City Clerk
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENTS

1. Application
2. Joint Exercise of Powers Agreement


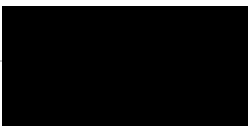
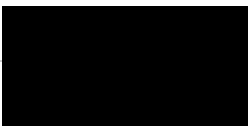
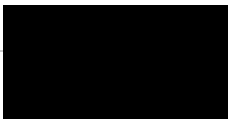
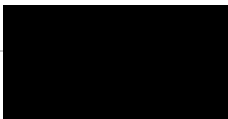

Sent: Tuesday, December 15, 2020 4:59 PM
To: City Clerk Department
Subject: Online Form Submittal: Palmdale Recycled Water Authority (PRWA) Public Member Application

CAUTION: This email originated from outside of the organization.

Palmdale Recycled Water Authority (PRWA) Public Member Application

Palmdale Recycled Water Authority (PRWA)
Public Member Application

Name	Zakeya Anson
Address	
City	Palmdale
Zip Code	93550
Home Phone	
Business Phone	
Email Address	
Occupation	Teacher/ business owner
Why are you interested in this position?	I'm interested in this position because I would like to contribute to the Palmdale recycled water authority with joint resources and ideas for my community. I want to learn more about how I can help spread the knowledge of recycled water.
Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.	I believe my most important experiences and abilities that qualify me for this position is working in human resources for companies such as Northrop Grumman and Bank of America because I understand how things are done in a company and community on a large scale. Also working at Northrop Grumman I understand how important water recycling can be. Being a teacher allows me to speak to a younger generation on things they can do now for our future.

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.	I have worked on School Site Council as a voted in member for Eastside Union School District in which I served a two year term.
What do you hope to accomplish as a Palmdale Recycled Water Authority Member?	I hope to learn more about Palmdale recycled water as I am a current resident in this city. I use Palmdale water for my family and want to know what I can do to help service the community I live in.
In your opinion, what is the goal of the Palmdale Recycled Water Authority and what benefit does it provide to the citizens of Palmdale?	I believe the goal of the recycle water authority is to show us how we can use our water efficiently without waste and utilize the water we have in our city to the max. I know the California has had a history of water shortages. Living in the high desert puts our communities at a greater risk of having water shortages.
List your education, highest year completed, and degrees, if any?	Masters in Business Administration emphasis in Human Resources Masters in Teaching Education
Reasonable Accommodations:	
Based on your understanding of this PRWA position, will you require any special accommodations to apply and/or participate as a member?	
In Case of Emergency:	
Whom should we notify?	
Home Phone	
Work Phone	<i>Field not completed.</i>
Physician's Name	
Phone	
Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	

Agreement

The City of Palmdale and Palmdale Water District are equal opportunity employers and do not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the Palmdale City Clerk's Office at 661/267-5151. I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types Page 3 of work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from this position.

I hereby agree to the 12/15/2020
Agreement set forth on this
day.

Attached Documents:

Resume [Resume.docx](#)

Email not displaying correctly? [View it in your browser.](#)

Zakeya Anson



EXPERIENCE

Eastside Elementary School, Lancaster, CA –*Certificated Teacher*

August 2017 - PRESENT

- 4/5th grade combination teacher of self- contained classroom average of 31–35 students
- Created and implemented engaging / SEL and innovative lesson plans
- Developed data-driven lesson plans and instructional materials to provide individualized and small group instruction to adapt the common core and New Generation Science Standards curriculum needs of each student
- Establish and maintain standards of classroom behavior needed to provide an effective learning environment
- Demonstrate knowledge of the subject matters as an Instructional Leadership Team for curriculum and design
- Provided leadership for the school. Initiating proposals, expanding opportunities for the school to accomplish its goals, and inspiring others to work towards high and rigorous standards

Ronz Barber Cosmo Supply and Hair Studio, Palmdale—*Human Resource Generalist*

January 2019 - July 2020

- Organization realignment from self-employed to hourly employees
- Recruiting, on boarding, payroll
- Created Policy and procedures manual based on Barber Cosmo State Board standards
- Weekly reports from sales to hours worked
- Day to day personnel support

Westside School District , Lancaster — *Substitution Teacher*

August 2016 - August 2017

- Daily instruction to students in assigned subject areas
- Work cooperatively with others in the school to provide for coordinated services for students

Northrop Grumman (AS), Palmdale — *Contract Recruiter Associate*

August 2014 - December 2015

- Process employment offers (written document for employment with specific job details and contingencies if any)
- Work with the University Recruiting and Relations team to Onboard over 820 interns and 150 New Grads
- Tracked and document candidates through taleo sourced and screened candidates
- Consult and manage expectations for Hiring Managers and other Recruiters
- Work with Hiring Managers to create seamless Onboarding of new hire employees
- Develop creative strategies to increase candidate pool for hard to fill positions
- Initiate background checks, drug screens and government clearances
- Schedule Interviews (all logistical aspects for phone, local and non-local)
- Confirm and process proof of US citizenship for government access
- Participate in Campus Program by assisting in orientation and events, creating a recruitment strategy for non-technical intern and new graduate recruiting, and brainstorming new ideas for the program
- Create and revise processes for Recruiters, Hiring Managers, and Recruitment Agencies

Bank of America , Simi Valley/ Lancaster — *Recruiter Business Support*

January 2006 - November 2012

- Sourced and pipelined candidates for various positions and sharing candidates to meet business department needs
- Sourced external boards (Monster, CareerBuilder and Indeed)
- Coached hiring managers, recruiters and recruiting coordinators on federal compliance guidelines and policies
- Created and ran biweekly analytical meetings to discuss trends, solutions and goals
- Worked with collaboration on strategic planning for hiring, health and benefits
- Liaison between Human resource and Collection department for hiring forecasts and onboarding of regular and contract hires
- Conducted full life cycle recruiting (intake meeting to On-Boarding New Employees) for various entry level positions

- Actively averaged a workbench of more than 150 open positions from entry level class fill to executive level
- Help conduct internal audits to ensure that the recruitment process is OFCCP compliant
- Utilized outside resources such as Worksource centers, local community colleges and staffing agencies
- Created Job Descriptions working with Human Resource teams and Clients

EDUCATION

Brandman University, Irvine — *Masters in Business Administration- Human Resources*

June 2012

Brandman University , Irvine — *Masters in Education/Teaching, Multiple Subject Credential*

May 2019

**JOINT EXERCISE OF POWERS AGREEMENT CREATING THE
PALMDALE RECYCLED WATER AUTHORITY**

This Agreement is made this 26th day of Sept., 2012, by and between the City of Palmdale, a California Charter City ("City") and Palmdale Water District, an Irrigation District under Division 11 of the California Water Code ("PWD").

RECITALS

WHEREAS, the Joint Exercise of Powers Act, codified at California Government Code sections 6500 *et seq.*, authorizes public agencies by agreement to exercise jointly any power common to the contracting parties;

WHEREAS, the City and PWD are each "public agencies" as that term is defined in California Government Code section 6500;

WHEREAS, the City and PWD have each determined that it is in the public interest to create the Palmdale Recycled Water Authority, an entity separate from the City and PWD to, among other things, jointly study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Los Angeles County Sanitation District Nos. 14 and 20 for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities and irrigation systems;

WHEREAS, the City and PWD have entered into a Settlement Agreement dated September 6, 2012, that calls for the creation of the Authority. Under the Settlement Agreement, the City and PWD agreed to use their best efforts to accomplish a reallocation of the recycled water supply produced by County Sanitation Districts Nos. 14 and 20 such that the effluent generated within the City of Palmdale that is tributary to the Palmdale Treatment Plant (Sanitation District No. 20) and to the Lancaster Treatment Plant (Sanitation District No. 14), less that previously allocated for environmental projects by both Sanitation Districts Nos. 14 and 20 and 4,000 acre-feet for the Palmdale Power Plant, is available to the Authority for purchase.

NOW, therefore, in consideration of the mutual promises, covenants and conditions hereinafter contained, the members and each of them do hereby agree as follows:

Article 1 Definitions

1.1 Definitions. As used herein, the following terms have the meaning ascribed thereto, unless the context requires otherwise.

"Act" means the Joint Exercise of Powers Act, codified at California Government Code sections 6500 *et seq.*

"Agreement" means this Joint Powers Agreement.

“Authority” means the Palmdale Recycled Water Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors, which is the governing body of the Authority.

“Bonds” means bonds, notes, commercial paper, floating rate, and variable maturity securities, and any other evidences of indebtedness and also includes certificates of participation, lease-purchase agreements or loan agreements.

“Sanitation Districts” means the Los Angeles County Sanitation Districts Nos. 14 and 20.

“Director” means a member of the Board of Directors.

“Effective Date” means the date on which this Agreement shall become effective and the Authority shall exist as a separate public agency.

“Members” means the City and PWD.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Public Agency” means those public entities set forth in Section 6500 of the Act.

“Public Capital Improvements” mean one or more projects specified in Section 6546 of the Act.

“Waterworks” means the Los Angeles County Waterworks District No. 40.

“Working Capital” means money to be used by, or on behalf of, a Member for any purpose for which a Member may borrow money pursuant to California Government Code Section 53852.

Article 2 Formation and Purpose

- 2.1 Effective Date and Term. This Agreement shall become effective and the Authority will come into existence as a separate public agency on the date this Agreement is executed by the City and PWD. The Authority will continue to exist and this Agreement will remain in effect, until this Agreement is terminated pursuant to Article 8.
- 2.2 Formation. There is formed as of the Effective Date a public agency named the “Palmdale Recycled Water Authority.” Pursuant to Sections 6506 and 6507 of the Act, the Authority is an independent public agency separate from the Members. Unless otherwise agreed by the Members, the debts, liabilities, and obligations of the Authority are not debts, liabilities or obligations of the Members.

- 2.3 Purpose. The purpose of the Agreement is to establish an independent public agency in order to study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Sanitation Districts for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities and irrigation systems.
- 2.4 Boundary. The boundary of the Authority shall be the jurisdictional boundary of PWD, and shall encompass that portion of the City within the jurisdictional boundary of PWD.

Article 3 Powers

- 3.1 General Powers. The Authority shall have the powers common to the Members and such additional powers set forth in the Act and other statutes applicable to the Authority, and is hereby authorized to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to each of the following:
- a. Distributing recycled water for reasonable and beneficial uses, including irrigation and recharge;
 - b. Charging fees for recycled water;
 - c. Making and entering into contracts;
 - d. Employing employees, agents, consultants, legal counsel and other experts;
 - e. Conducting studies, including but not limited to environmental studies;
 - f. Promoting or advertising the services provided by the Authority;
 - g. Promoting legislation helpful to the goals of the Authority;
 - h. Applying for, receiving and complying with requirements for state or federal grants;
 - i. Acquiring, owning, holding title to, constructing, managing, maintaining, operating, disposing of or donating real or personal property or other assets;
 - j. Incurring debts, liabilities or obligations and issuing Bonds;
 - k. Adopting, levying, collecting and/or administering assessments to the extent allowed by law, or assisting the Members to do so;
 - l. Suing and being sued in its own name, including initiating or otherwise participating in proceedings to validate its actions;

- m. Applying for and executing appropriate grants or contracts of financial assistance.
- n. Applying for, negotiating and obtaining commercial loans as allowed by law;
- o. Administering the funds of the Members for the purposes set out here subject to rules adopted by the Authority for such administration;
- p. Coordinating programs provided by the Members to carry out the goals of the Authority;
- q. Adopting budgets;
- r. Adopting rules, regulations, policies, bylaws and procedures governing the operation of the Authority;
- s. Accepting donations;
- t. Carrying out and enforcing all provisions of this Agreement and any related agreements.
- u. Imposing impact or development fees, including, but not limited to, fees under the Mitigation Fee Act (Government Code sections 66000 *et seq.*)

Article 4 Organization

- 4.1 Board of Directors. The governing body of the Authority shall be the Board, which shall consist of five Directors. The governing body of each Member shall appoint and designate in writing two Directors who shall be authorized to act for and on behalf of the Member on matters within the powers of the Authority. The person appointed and designated as Director shall be a member of the Member's governing body. The fifth Director shall be appointed jointly by both Members.
- 4.2 Powers of the Board. The Board shall conduct or authorize to be conducted all business and activities of the Authority consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.3 Operating Rules and Regulations. The Board may adopt from time to time such Operating Rules and Regulations, including but not limited to policies, procedures, bylaws, rules or regulations, for the conduct of its affairs as deemed necessary by the Board.
- 4.4 Term of Office. Each Director who is a member of the Member's governing body shall serve on the Board for renewable one year terms and shall cease to serve on the Board if such Director ceases to be an elected official of the Member. Vacancies on the Board shall be filled in the same manner as the original appointment. Notwithstanding anything in this Section to the contrary, each Director shall serve at the pleasure of the

Member that the Director is representing and such Member may remove and replace the Director at any time.

- 4.5 Meetings of the Authority. Meetings of the Authority shall be governed by the Ralph M. Brown Act (Govt. Code Section 54950 *et seq.*, the "Brown Act"). At its organizational meeting, the Authority shall adopt provide for its regular meetings at dates, times and places set out by resolution. That Resolution shall be provided to all Members. The Board shall hold at least one regular meeting during each fiscal year. Pursuant to the Brown Act, the Secretary of the Authority shall cause minutes to be prepared for all regular and special meetings (but not any closed sessions) and copies of such minutes shall be provided to the Directors as soon as possible.
- 4.6 Conflict of Interest Code. The Authority shall adopt a conflict of interest code.
- 4.7 Quorum. A majority of the Directors shall constitute a quorum.
- 4.8 Voting. Except as otherwise provided by law or in section 4.9 below, any action taken by the Authority shall require the affirmative vote of a majority of the quorum present and voting on the item. A Director who has announced a conflict of interest is not considered a part of the quorum. An abstention for other than conflict reasons shall be considered a no vote. Notwithstanding anything in this paragraph to the contrary, less than a quorum may adjourn from time to time in accordance with law.
- 4.9 Special Voting Situations. The following Board actions require the affirmative vote of at least one Director from the City and one from the PWD:
 - a. Agreements to provide recycled water to any person or entity other than the City or PWD.
 - b. Capital expenditures exceeding \$100,000.
 - c. Adoption or modification of any combined recycled water master plan.
 - d. Settlement of lawsuits over \$10,000.
 - e. Adoption of its initial and all annual operating budgets.
 - f. Setting recycled water rates.
 - g. Disposition of assets and funds upon termination, pursuant to section 5.8(d).
- 4.10 Chair and Vice Chair. The Board shall elect from among themselves a Chair and Vice Chair. The Chair shall be the presiding officer of all Board meetings and shall represent the Authority and execute any contracts and other documents when required by the Operating Rules and Regulations. The Vice Chair shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair.

The office of either the Chair or Vice Chair shall be declared vacant and a new election shall be made if the person serving dies, resigns, or the Member that the person represents removes the person as its representative on the Board.

- 4.11 Director Compensation. Compensation for work performed by Directors on behalf of the Authority shall be borne by the Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors. Members may provide for compensation and/or reimbursement of expenses to the fifth director, as allowed by law.
- 4.12 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes and other records of the Authority and shall perform such other duties as specified by the Board.
- 4.13 Treasurer and Auditor. The Authority shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and Auditor.

A qualified person shall be (i) the treasurer or chief financial officer of one of the Members; (ii) a certified public accountant; or (iii) such other consultant, officer or employee of the Authority or an administrative services provider as the Authority deems qualified to act as Treasurer or Auditor, respectively. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act.

The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

- 4.14 Staff. The Authority may appoint, by contract or otherwise, an Executive Director and other staff as necessary. The Executive Director shall have all powers delegated to the Executive Director by the Authority. In addition the Executive Director shall have the power to appoint and remove all employees of the Authority, except for the Auditor, Treasurer and those providing expert services, such as legal counsel, financing consultants, accountants, engineers, architects and other advisors, who shall be appointed by the Board.
- 4.15 Bonding Persons Having Access to Property. The Members hereby designate the Executive Director and Treasurer, and designee or designees of each of them, as the persons who shall have charge of, handle, or have access to any property of the Authority. Such persons shall file an official bond in an amount to be fixed by the Board.

- 4.16 Provision of Administrative Services Provider. The Board may approve the use of staff of the Members for purposes of planning, implementing, operating and administering any of the programs approved by the Board.
- 4.17 Committees. The Authority may appoint *ad hoc* and standing committees to carry out the business of the Board, as deemed necessary and in the manner determined by the Board.
- 4.18 Technical Advisory Committee. The Board may elect to form a Technical Advisory Committee that will provide assistance and advice to the Board and exercise any powers delegated to it by the Board. The Technical Advisory Committee shall be comprised of three representatives appointed by each Member. The Member's governing body may appoint its representatives to the Technical Advisory Committee, and one alternate representative, in the manner determined to be appropriate by the Member. Such representative or alternate may be any person resident within the jurisdictional boundaries of the Member, or a person possessing knowledge and interests in California water policy.

The Technical Advisory Committee will be subject to the Operating Rules and Regulations established by the Board.

- 4.19 Authority Documents. The Members acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Members agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board.
- 4.20 Authority Legal Counsel. The Board may retain and appoint legal counsel for the Authority.

Article 5 Financial Provisions

- 5.1 Fiscal Year. The Authority's fiscal year shall begin January 1 and shall include the period from then through December 31st. The first year of operation of the Authority shall be a partial year of operation.
- 5.2 Member Contributions. Except as otherwise prohibited, any Member may make contributions of money or assets to the Authority; make or advance payments of public funds to defray the cost of Authority operation; and contribute personnel, equipment or property instead of or in addition to other contributions or advances. Such contributions shall be paid to and disbursed by the Authority as set out in separate agreements between the Authority and the Member and approved by the Board and the governing body of the Member.

It is hereby acknowledged that the City, at the time of Authority's formation, has contributed the recycled water infrastructure installed to date known as Phase I which provides recycled water to McAdam Park, Palmdale, CA.

- 5.3 Member Loans. By official action of a Member's governing body, any Member may loan or advance funds to the Authority to meet the Authority's necessary budgeted expenses. Such loans shall bear interest until repaid at a rate agreed upon by the Member and the Authority. All such loans shall be repaid with interest from legally available funds of the Authority. It is anticipated that such funding may continue for an extended period of time. Nothing in this Agreement shall be deemed to obligate or require any of the Members to loan money, advance funds or provide property, assets, staffing or in lieu services to the Authority.
- 5.4 Depository.
- a. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or any other person or entity.
 - b. All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
 - c. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.
- 5.5 Budget. The Board shall adopt an annual budget for the Authority's activities within ninety (90) days of the effective date of this Agreement and by January 1 of each succeeding year. The Board may revise the budget from time to time as may be necessary to address changed circumstances, contingencies and unexpected expenses.
- Public funds may not be disbursed by the Authority without adoption of the approved budget and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the programs of the Authority and allocate funds by the program. The budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget.
- 5.6 Debts and Liabilities. As permitted under Section 6508.1 of the Act, no debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Member and each Member's obligation hereunder is expressly limited only to the appropriation

and contribution of such funds as may be levied pursuant to this Agreement or as the Members hereto may agree.

- 5.7 Credit. Notwithstanding the preceding section, the Members agree to pledge their credit as necessary or appropriate to obtain financing for the Authority.
- 5.8 Disposition of Authority Property, Funds and Other Assets Upon Termination.
- a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority property, funds, and other assets, including any interest earned in deposits, remaining upon termination of the Authority and after payment of all obligations, shall be transferred to the successor public entity.
 - b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority property, funds, and other assets,, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall first be used to return any unreimbursed contribution of each Member, and the remainder shall be divided equally between the Members.
 - c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority property, funds, and other assets, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and Members.
 - d. In the event the Authority is terminated and remaining funds must be allocated under the circumstances falling with (b) or (c) above, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

Article 6 Operations

- 6.1 Recycled Water Contract. Within 65 days after the execution of this Agreement, the City shall assign to the Authority its existing contract with Los Angeles County Sanitation Districts Nos. 14 and 20 to purchase up to 2,000 acre-feet of recycled water, dated July 1, 2009. This shall not be considered to be a Member contribution under section 5.2.
- 6.2 Master Plan. The Authority shall adopt a master plan for recycled water combining the City's and PWD's existing master plans, following environmental review.
- 6.3 Price of Recycled Water. The price of recycled water sold to the City or PWD shall be set to cover the purchase price of the recycled water, operation and maintenance costs of the Authority, and financing costs.

- 6.4 Impact Fee. The Authority shall adopt an impact fee in order to pay capital costs, including reimbursement to the City of the cost of the recycled water infrastructure installed to date known as Phase I, which provides recycled water to McAdam Park.

Article 7 Amendments

- 7.1 Amendments. This Agreement may be amended only upon the affirmative vote of both Members.

Article 8 Termination

- 8.1 Termination. This Agreement may be terminated by the mutual agreement of both Members at any time, or by one Member after the tenth anniversary of the execution of this Agreement; provided, however, that prior to any termination by one Member, the Members agree to engage in the dispute resolution procedure under section 9.10, and such termination shall not be effective until six months after the completion of that procedure. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to this Agreement.

Article 9 Miscellaneous Provisions

- 9.1 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 *et seq.* Nothing in this section shall be construed to limit the defenses available under the law, to the Members, the Authority, or its Directors, officers, or employees.
- 9.2 Indemnification of Members. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Members and the public. The Authority shall defend, indemnify and hold harmless the Members and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 9.3 Severability. If one or more clauses, sentences, paragraphs, or provisions of this Agreement or its application to any person or circumstances shall be held invalid, unlawful or unenforceable, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

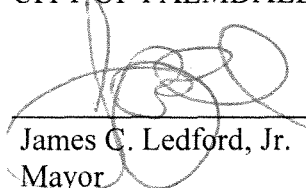
- 9.4 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the advance written consent of all of the other Members, and any attempt to assign or delegate such rights or duties in contravention of this Section is null and void. This Agreement inures to the benefit of, and be binding upon, the successors and assigns of the Members.
- 9.5 No Rights In Third Parties. All of the terms, conditions, rights and duties provided for in this Agreement are, and will always be, solely for the benefit of the Members. It is the intent of the Members that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.
- 9.6 Agreement Complete. The foregoing constitutes the full and complete Agreement of the Members. There are no oral understandings or agreements not set forth in writing herein.
- 9.7 Further Assurances. Each Member agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 9.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Members, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 9.9 Members to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Member, as the case may be, or such other person designated in writing by the Authority or Member. Notices given to one Member shall be copied to all other Members. Notices given to the Authority shall be copied to all Members.
- 9.10 Dispute Resolution. Representatives of the Members shall meet and use their best efforts to settle any dispute, claim, question or disagreement ("a Dispute") arising from or relating to this Agreement or to the interpretation of this Agreement. To that end, representatives of the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such a solution within a period of thirty (30) days after the first meeting regarding a Dispute, then the Parties shall convene a meeting of the Board within sixty (60) days after the first meeting of the Party

representatives regarding a Dispute and attempt to settle the Dispute before the Board meeting. If the Parties do not settle the Dispute within five (5) calendar days after the Board meeting, the Parties shall submit to mediation of the Dispute to be held within thirty (30) days of the request for mediation. If mediation is not successful, any Party may pursue any and all legal and equitable remedies that may be available. Any Party with a Dispute over the amount of money to be paid to the Authority or a Party shall first pay the disputed amount to the Authority or other Party under protest before commencing dispute resolution under this section.


9.11 Governing Law. This Agreement is to be governed by and construed according to the laws of California.

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all Members hereto.


CITY OF PALMDALE


James C. Ledford, Jr.
Mayor

PALMDALE WATER DISTRICT


Gordon Dexter
President

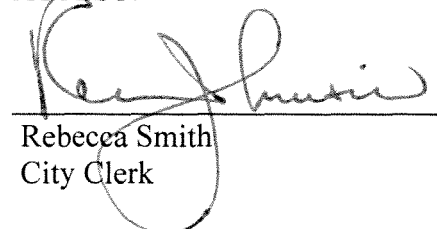
APPROVED AS TO FORM:


Wm. Matthew Ditzhazy
City Attorney

APPROVED AS TO FORM:


Thomas L. Bunt III

ATTEST:


Rebecca Smith
City Clerk



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ADMINISTRATIVE SERVICES
OFFICE OF THE CITY CLERK
DISTRICT: ALL
SUBJECT: APPROVE NOMINATIONS FOR APPOINTMENTS TO THE
MEASURE AV OVERSIGHT COMMITTEE

ISSUE

Approve nominations for appointments to the Measure AV Oversight Committee.

RECOMMENDATION

Staff recommends pursuant to Ordinance No. 1561, that the City Council ratify nominations for appointment to the Measure AV Oversight Committee as follows:

1. Appoint the following individuals nominated by Mayor and City Council to serve as Committee Member on the Measure AV Oversight Committee:

1. Steven Angebrandt	5. Chuck Murphy
2. Cynthia Garcia	6. Eric Ohlsen
3. Rick Carr	7. Judy Vaccaro-Fry
4. John Manning	

2. Appoint the following individuals nominated by Mayor and City Council to serve as the alternate Committee Member on the Measure AV Oversight Committee:

1. Maribel Briseno	5. Marina Penrose
2. Colby Estes	6. Donald Ryan
3. Marsha Furman	7. Barbara Smart
4. Stacia Nemeth	

BACKGROUND

At the July 14, 2020 City Council meeting, the City Council approved Resolution No. 2020-082, ordering that an ordinance be submitted to the voters and that a measure be placed on the ballot at the General Municipal Election held on November 3, 2020, which would approve the enactment of a local $\frac{3}{4}$ cent transaction and use tax in the City of Palmdale. The measure would allow for local control of sales tax dollars, ensure long-term fiscal sustainability, and allow the City to continue to fund reliable essential services for the

community. The revenues and expenditures from the tax are to be regularly reviewed by a citizens advisory committee to ensure the funds collected are expended for the purposes specified in the Measure AV Ballot language and to provide enhanced transparency and public participation. The purpose of creating the Committee is to promote continued dialogue with various segments of the community in the hopes of building and maintaining a more inclusive community.

The City Council shall appoint a seven-member committee and by resolution, adopt guidelines for the duties of a citizens oversight committee, later established as the Measure AV Oversight Committee (Committee"). The Committee will have an opportunity to review, comment and make recommendations on proposed expenditures which may include, but not be limited to, receiving semi-annual reports from City staff each fiscal year on revenues and expenditures from the tax imposed by Ordinance No. 1549.

DISCUSSION

At the March 2, 2021 City Council meeting, the City Council approved Ordinance No. 1561, amending the Palmdale Municipal Code Section 2.08.030 regarding the method and way the appointments to the Boards and Commissions by the City Council are conducted. In the past, applications were provided to Mayor Hofbauer at the close of recruitment for Board, Commission and Committee vacancies. Mayor's nominations for appointment were presented to City Council for ratification. Ordinance No. 1561 allows for Mayor and City Councilmembers to nominate a member to a Board or Commission. Should candidates nominated by the Mayor and Councilmembers fail to be approved by a majority vote, another candidate will be nominated until someone is approved by the Council.

A Notice of Vacancy was advertised in the AV Press as required and advertised for interested citizens to apply. The Communications division also provided a press release to the public, including the application submittal deadline. The Classified Ad and the application were made available on the City's website as well as in the Office of the City Clerk. Staff received twenty-eight applications by the March 25, 2021 6:00 p.m. application submittal deadline. The recommended appointments are consistent with Ordinance No. 1561, as referenced in Attachments 1.

After review of the applications, seven (7) Committee members and seven (7) alternate members were nominated to the Committee.

	District 1	District 2	District 3	District 4
Appointee	Chuck Murphy	John Manning	Cynthia Garcia	Eric Ohlsen
Alternate	Marsha Furman	Marina Penrose	Stacia Nemeth	Maribel Briseno

	Mayor
Appointee	Rick Carr

Appointee	Judy Vaccaro-Fy
Appointee	Steven Angebrandt
Alternate	Colby Estes
Alternate	Donald Ryan
Alternate	Barbara Smart

FISCAL IMPACT

There is no fiscal impact associated with this item, as member positions do not receive compensation for service.

STRATEGIC PLAN

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

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

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Shanae Smith, City Clerk

Keith Kang, Finance Manager

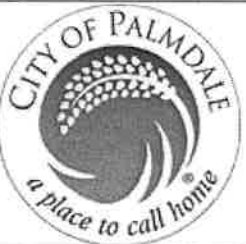
J.J. Murphy, City Manager

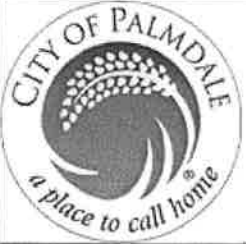
Christopher Beck, City Attorney

ATTACHMENTS

1. Applications
2. Resolution No. CC 2020-082
3. Ordinance No. 1549
4. Ordinance No. 1561

EMPLOYMENT APPLICATION		
	CITY OF PALMDALE 823 East Ave Q-9, Suite B Palmdale, California 93550 (661) 267-5400 https://www.cityofpalmdale.org/290/Job-Opportunities Murphy, Charles Martin 3321 MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT	Received: 3/8/21 1:44 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____
PERSONAL INFORMATION		
POSITION TITLE: MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		EXAM ID#: 3321
NAME: (Last, First, Middle) Murphy, Charles Martin		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:
HOME PHONE:		
DRIVER'S LICENSE: <input type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA Number:	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input type="checkbox"/> Yes <input type="checkbox"/> No
PREFERENCES		
MINIMUM COMPENSATION: \$0.00 per hour; \$0.00 per year		ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends, On Call (as needed)		
OBJECTIVE: To be one of the people on the Measure AV Oversight Committee.		
EDUCATION		
DATES:	SCHOOL NAME: Jefferson	
LOCATION: (City, State/Province) Mpls, Minnesota	DID YOU GRADUATE? <input type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: No Degree
WORK EXPERIENCE		
DATES: From: 2/2017 To: Present	EMPLOYER:	POSITION TITLE: President
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		COMPANY URL:
PHONE NUMBER:	SUPERVISOR: Chuck	MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 50	# OF EMPLOYEES SUPERVISED: 4	
DUTIES:		
REASON FOR LEAVING: I would like to join the Measure AV Oversight Committee.		
CERTIFICATES AND LICENSES		
Nothing Entered For This Section		
Skills		
Nothing Entered For This Section		
ADDITIONAL INFORMATION		
Nothing Entered For This Section		
REFERENCES		
REFERENCE TYPE: Professional	NAME: Mike Miller	POSITION: Head of Neighborhood Services
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 38300 Sierra Hwy # A, Palmdale, California 93550		
EMAIL ADDRESS: mmiller@cityofpalmdale.org		PHONE NUMBER:

EMPLOYMENT APPLICATION				
		CITY OF PALMDALE 823 East Ave Q-9, Suite B Palmdale, California 93550 (661) 267-5400 https://www.cityofpalmdale.org/290/Job-Opportunities Furman, Marsha Lynn 3321 MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		Received: 3/14/21 4:03 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____
PERSONAL INFORMATION				
POSITION TITLE: MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		EXAM ID#: 3321		
NAME: (Last, First, Middle) Furman, Marsha Lynn		SOCIAL SECURITY NUMBER: N/A		
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:		
HOME PHONE:		ALTERNATE PHONE:		
DRIVER'S LICENSE: <input type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA Number:	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input type="checkbox"/> Yes <input type="checkbox"/> No		
PREFERENCES				
Nothing Entered For This Section				
EDUCATION				
DATES:		SCHOOL NAME: CSUB		
LOCATION: (City, State/Province) Bakersfield , California		DID YOU GRADUATE? <input type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's	
WORK EXPERIENCE				
Nothing Entered For This Section				
CERTIFICATES AND LICENSES				
Nothing Entered For This Section				
Skills				
Nothing Entered For This Section				
ADDITIONAL INFORMATION				
Nothing Entered For This Section				
REFERENCES				
Nothing Entered For This Section				

EMPLOYMENT APPLICATION			
		CITY OF PALMDALE 823 East Ave Q-9, Suite B Palmdale, California 93550 (661) 267-5400 https://www.cityofpalmdale.org/290/Job-Opportunities MANNING, JOHN J. 3321 MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT	
		Received: 3/15/21 6:00 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____	
PERSONAL INFORMATION			
POSITION TITLE: MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		EXAM ID#: 3321	
NAME: (Last, First, Middle) MANNING, JOHN J.		SOCIAL SECURITY NUMBER: N/A	
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:	
HOME PHONE:			
DRIVER'S LICENSE: <input type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA Number:	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input type="checkbox"/> Yes <input type="checkbox"/> No	
PREFERENCES			
SHIFTS YOU WILL ACCEPT: On Call (as needed)			
EDUCATION			
DATES:	SCHOOL NAME: University of Miami School of Medicine		
LOCATION:(City, State/Province) Miami , Florida	DID YOU GRADUATE? <input type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's	
MAJOR: (MS) Administrative Medicine/Preventive Medicine			
DATES:	SCHOOL NAME: University of Wisconsin		
LOCATION:(City, State/Province) Madison , Wisconsin	DID YOU GRADUATE? <input type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Professional	
MAJOR: General Surgery			
DATES:	SCHOOL NAME: George Washington University		
LOCATION:(City, State/Province) Washington DC , District of Columbia	DID YOU GRADUATE? <input type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Professional	
MAJOR: Plastic and Reconstructive Surgery			
DATES:	SCHOOL NAME: University of Dayton		
LOCATION:(City, State/Province) Dayton , Ohio	DID YOU GRADUATE? <input type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's	
MAJOR: Biology			
DATES:	SCHOOL NAME: Marquette University / Medical College of Wisconsin		
LOCATION:(City, State/Province) Milwaukee , Wisconsin	DID YOU GRADUATE? <input type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Professional	
MAJOR: Medicine			
WORK EXPERIENCE			
DATES: From: 12/2017 To: Present	EMPLOYER:	POSITION TITLE:	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Lancaster, California			
HOURS PER WEEK: 40			
DUTIES: Medical Director.			
DATES: From: 1/2002 To: 9/2016	EMPLOYER: High Desert Medical Group	POSITION TITLE: Physician/Surgeon	

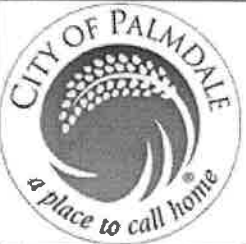
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Lancaster, California	
HOURS PER WEEK: 20	
DUTIES: Physician/Surgeon	

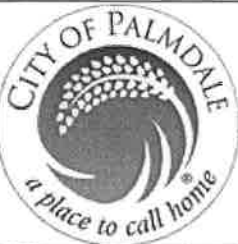
CERTIFICATES AND LICENSES	
TYPE:	
LICENSE NUMBER:	ISSUING AGENCY:
TYPE:	
LICENSE NUMBER:	ISSUING AGENCY:
TYPE: California Medical License	
LICENSE NUMBER:	ISSUING AGENCY: Medical Board of California

Skills
Nothing Entered For This Section

ADDITIONAL INFORMATION
Professional Associations American Society of Plastic Surgeons Professional Associations American Medical Association Professional Associations Los Angeles County Medical Association (District) - 1983 Professional Associations Lancaster Chamber of Commerce Honors & Awards Membership Sigma Delta Pi Pre-Medical Academic Honor Society Honors & Awards Commendation for Valor under Hostile Fire Honors & Awards Letterman Army General Hospital - San Francisco, California - 1966 to 1967 Honors & Awards Elected and Appointed Positions

REFERENCES
Nothing Entered For This Section

EMPLOYMENT APPLICATION				
		CITY OF PALMDALE 823 East Ave Q-9, Suite B Palmdale, California 93550 (661) 267-5400 https://www.cityofpalmdale.org/290/Job-Opportunities Penrose, Marina 3321 MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		Received: 3/4/21 3:15 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____
PERSONAL INFORMATION				
POSITION TITLE: MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		EXAM ID#: 3321		
NAME: (Last, First, Middle) Penrose, Marina		SOCIAL SECURITY NUMBER: N/A		
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:		
HOME PHONE:		ALTERNATE PHONE:		
DRIVER'S LICENSE: <input type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA Number:	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input type="checkbox"/> Yes <input type="checkbox"/> No		
PREFERENCES				
Nothing Entered For This Section				
EDUCATION				
DATES: From: 8/2012 To: 7/2013		SCHOOL NAME: UCLA		
LOCATION: (City, State/Province) LOS ANGELES, California		DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Other	
MAJOR: Paralegal				
WORK EXPERIENCE				
DATES: From: 1/2005 To: Present		EMPLOYER: Real Estate	POSITION TITLE: Senior Facilities Agent	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Palmdale, California				
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
HOURS PER WEEK: 40				
DUTIES: Assist people with transitions to an elder care community, buy and sell board and care facilities and help people with financial freedom and debt payoff.				
CERTIFICATES AND LICENSES				
TYPE: Paralegal				
LICENSE NUMBER:		ISSUING AGENCY:		
Skills				
OFFICE SKILLS: Typing: 65 Data Entry: 0				
OTHER SKILLS: computers - Expert - 20 years and 2 months				
LANGUAGE(S):				
ADDITIONAL INFORMATION				
Nothing Entered For This Section				
REFERENCES				
Nothing Entered For This Section				

EMPLOYMENT APPLICATION		
	CITY OF PALMDALE 823 East Ave Q-9, Suite B Palmdale, California 93550 (661) 267-5400 https://www.cityofpalmdale.org/290/Job-Opportunities Garcia, Cynthia D 3321 MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT	Received: 3/22/21 12:50 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____
PERSONAL INFORMATION		
POSITION TITLE: MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		EXAM ID#: 3321
NAME: (Last, First, Middle) Garcia, Cynthia D		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:
HOME PHONE:		
DRIVER'S LICENSE: <input type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA Number:	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input type="checkbox"/> Yes <input type="checkbox"/> No
PREFERENCES		
Nothing Entered For This Section		
EDUCATION		
DATES: From: 9/1980 To: 6/1983	SCHOOL NAME: Bethel High School	
LOCATION: (City, State/Province) Hampton , Virginia	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: High School Diploma
WORK EXPERIENCE		
DATES: From: 6/2008 To: Present	EMPLOYER: Palmdale School District	POSITION TITLE: Executive Assistant to the Superintendent
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
PHONE NUMBER:	SUPERVISOR: Raul Maldonado - Superintendent of Schools	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40		
DUTIES: Under the direction of the Superintendent, perform a variety of highly responsible, complex, and confidential secretarial and administrative duties to relieve the Superintendent of administrative details; assure appropriate support services for the members of the governing board; and to coordinate office communications and activities with district staff and the public.		
CERTIFICATES AND LICENSES		
Nothing Entered For This Section		
Skills		
Nothing Entered For This Section		
ADDITIONAL INFORMATION		
Nothing Entered For This Section		
REFERENCES		
Nothing Entered For This Section		

EMPLOYMENT APPLICATION			
		CITY OF PALMDALE 823 East Ave Q-9, Suite B Palmdale, California 93550 (661) 267-5400 https://www.cityofpalmdale.org/290/Job-Opportunities	
Nemeth, Stacia M 3321 MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		Received: 3/24/21 12:52 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____	
PERSONAL INFORMATION			
POSITION TITLE:		EXAM ID#:	
MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		3321	
NAME: (Last, First, Middle)		SOCIAL SECURITY NUMBER:	
Nemeth, Stacia M		N/A	
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:	
HOME PHONE:		ALTERNATE PHONE:	
DRIVER'S LICENSE:	DRIVER'S LICENSE:	LEGAL RIGHT TO WORK IN THE UNITED STATES?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	State: CA Number:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
PREFERENCES			
OBJECTIVE:			
To serve on the Measure AV Oversight Committee.			
EDUCATION			
DATES:		SCHOOL NAME:	
From: 10/1982 To: 6/1986		University of California, Los Angeles	
LOCATION: (City, State/Province)		DID YOU GRADUATE?	
Los Angeles, California		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MAJOR:		DEGREE RECEIVED:	
Mathematics		Bachelor's	
WORK EXPERIENCE			
DATES:		EMPLOYER:	
From: 5/2015 To: Present		City of Palmdale	
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		POSITION TITLE:	
Palmdale, California		Planning Commissioner	
MAY WE CONTACT THIS EMPLOYER?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
HOURS PER WEEK:			
4			
DUTIES:			
<ul style="list-style-type: none"> - Conduct efficient monthly Planning Commission meetings - Encourage public participation in Public Hearings - Read, understand, and vote on items presented to the Planning Commission - Understand and apply General Plan and Zoning Ordinance requirements to items presented to the Planning Commission - Stay current on required training - Serve as Chairwoman since February, 2016 			
DATES:		EMPLOYER:	
From: 8/2013 To: Present		Point Man Antelope Valley	
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		POSITION TITLE:	
Lancaster, California		Treasurer/Volunteer Coordinator	
SUPERVISOR:		MAY WE CONTACT THIS EMPLOYER?	
Mike Bertell - President		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK:			
10			
DUTIES:			
<ul style="list-style-type: none"> - Stay connected with other Veteran organizations within the community - Recruit and train volunteers to staff the annual Mobile Vietnam Memorial Wall display - Maintain accurate financial records and file annual financial forms - Coordinate display logistics and ceremonies with community leaders - Create and maintain website and Facebook page - Utilize social media to promote organization and events - Attend quarterly Veteran Outreach events to provide services to Veterans 			
DATES:		EMPLOYER:	
From: 12/2009 To: 5/2012		Palmdale Chamber of Commerce	
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		POSITION TITLE:	
Palmdale, California		Chief Executive Officer	

SUPERVISOR: Chris Buchanan - Chairwoman of the Board	
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 2
DUTIES: <ul style="list-style-type: none"> - Managed office staff; created HR policies; processed weekly payroll - Improved Chambers financial standing within first six months of employment - Educated members on best business practices including equal opportunity, non-discrimination, minimum wage, and fair hiring - Attended Board Meetings and Member Meetings - Worked with 15-member Board of Directors, and put their directives into action - Developed strong relationship with business members to help grow their businesses; mediated member conflicts, as necessary - Strengthened chamber's partnership with local chambers, Board of Trade, and Small Business Development Center (SBDC) - Increased Chamber membership by 15% by providing quality programs, speakers and services - Modernized Chamber operations, updated website and logo, created strong online presence and maintained 3-star accreditation - Published Western Association of Chamber Executives (WACE) award-winning monthly magazine and weekly e-newsletter 	
REASON FOR LEAVING: I left the Palmdale Chamber of Commerce to take care of my ailing mother.	

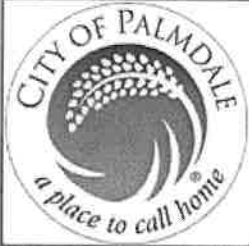
CERTIFICATES AND LICENSES
Nothing Entered For This Section

Skills
Nothing Entered For This Section

ADDITIONAL INFORMATION
Volunteer Experience Served on the Measure AV Advisory Committee to bring awareness and education to community voters prior to the November, 2020 election.

REFERENCES		
REFERENCE TYPE: Professional	NAME: Dave Eneix	POSITION: Former Palmdale Planning Commissioner
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS:		PHONE NUMBER:
REFERENCE TYPE: Professional	NAME: Bart Avery	POSITION: Vice Chair, Palmdale Planning Commission
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS:		PHONE NUMBER:

EMPLOYMENT APPLICATION



CITY OF PALMDALE
823 East Ave Q-9, Suite B
Palmdale, California 93550
(661) 267-5400

<https://www.cityofpalmdale.org/290/Job-Opportunities>

Ohlsen, Eric A
3321 MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT

Received: 3/16/21 9:58 AM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		EXAM ID#: 3321
NAME: (Last, First, Middle) Ohlsen, Eric A		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:
HOME PHONE:		
DRIVER'S LICENSE: <input type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA Number:	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input type="checkbox"/> Yes <input type="checkbox"/> No

PREFERENCES

MINIMUM COMPENSATION: \$0.00 per year	ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular	
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time	
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends, On Call (as needed)	
OBJECTIVE: Full time employment with BHPD	

EDUCATION

DATES: From: 8/2008 To: 5/2011	SCHOOL NAME: LOS ANGELES CITY COLLEGE	
LOCATION: (City, State/Province) LOS ANGELES, California	DID YOU GRADUATE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DEGREE RECEIVED: No Degree
MAJOR: PSYCHOLOGY		

WORK EXPERIENCE

DATES: From: 6/2011 To: Present	EMPLOYER: United Comedy LLC	POSITION TITLE: Executive producer
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
PHONE NUMBER:	SUPERVISOR: Self	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 40	
DUTIES: Executive producer. Oversees all aspects of film production.		
DATES: From: 5/2009 To: 10/2011	EMPLOYER: JIMMY KIMMEL LIVE	POSITION TITLE: AUDIENCE COORDINATOR
ADDRESS: (Street, City, State/Province, Zip/Postal Code) LOS ANGELES, California		
HOURS PER WEEK: 40		
DUTIES: Perform activities to book and recruit audiences and ensure full attendance for show tapings. Make sure audience is prepped and satisfied with arrangements and facility. Coordinate ticket bookings. Audience supervision for live tapings. Strong leadership, communication, and multitasking skills acquired as a key component of successful live event production.		
DATES: From: 4/2005 To: 7/2007	EMPLOYER: MARRIOTT INTERNATIONAL, INC	POSITION TITLE: LOSS PREVENTION OFFICER
ADDRESS: (Street, City, State/Province, Zip/Postal Code) SEATTLE, Washington		
HOURS PER WEEK: 40		

DUTIES:

Responsible for theft prevention, security assessment and safety of hotel guests at Renaissance Hotels, overseeing 583 guest rooms and 23,000 square feet of meeting space.

DATES:

From: 6/2001 To: 6/2005

EMPLOYER:

UNITED STATES COAST GUARD

POSITION TITLE:

Federal on-scene coordinator representing Captain of the port

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

SEATTLE, Washington

HOURS PER WEEK:

40

DUTIES:

in all shoreside and water casualties. Pollution investigator responsible for finding sources and cause of Puget Sound contamination. Sea Marshal charged with conducting law enforcement on foreign vessels entering US waters. Law Enforcement Academy. Environmental Science course work and training.

REASON FOR LEAVING:

End of obligation.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION**Honors & Awards**

Joint Service Commendation Medal•Coast Guard Commendation Medal•Coast Guard Achievement Medal•Commandant's

Honors & Awards

Letter of Commendation Ribbon•Coast Guard Unit Commendation Ribbon•Coast Guard Meritorious Unit Commendation Rib

Honors & Awards

bon•Coast Guard Meritorious Team Commendation Ribbon•Coast Guard Good Conduct Medal•National Defense Service•Co

Honors & Awards

ast Guard Rifle Marksmanship Ribbon•Coast Guard Pistol Marksmanship Ribbon

REFERENCES

Nothing Entered For This Section

EMPLOYMENT APPLICATION		
	CITY OF PALMDALE 823 East Ave Q-9, Suite B Palmdale, California 93550 (661) 267-5400 https://www.cityofpalmdale.org/290/Job-Opportunities Briseno, Maribel 3321 MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT	Received: 3/20/21 3:14 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____
PERSONAL INFORMATION		
POSITION TITLE: MEASURE AV OVERSIGHT COMMITTEE - UNPAID APPOINTMENT		EXAM ID#: 3321
NAME: (Last, First, Middle) Briseno, Maribel		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:
HOME PHONE:		ALTERNATE PHONE:
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA Number:	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PREFERENCES		
MINIMUM COMPENSATION: \$0.00 per year		ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular		
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time		
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends, On Call (as needed)		
OBJECTIVE: To obtain a position where I can utilize my skills, experience, and education and contribute to the growth of the organization.		
EDUCATION		
DATES:	SCHOOL NAME: California State University Dominguez Hills	
LOCATION: (City, State/Province) Carson, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: BA/Spanish Bilingual		
DATES:	SCHOOL NAME: University of Phoenix	
LOCATION: (City, State/Province) La Mirada, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: MBA/PA		
WORK EXPERIENCE		
DATES: From: 12/2011 To: Present	EMPLOYER: Union Station Homeless Services	POSITION TITLE: Resident Advisor
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
PHONE NUMBER:	SUPERVISOR: David Ruiz - Supervisor	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 16	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: Work directly with vulnerable and chronic homeless individuals and families. Help secure the premises and account for current residents at the beginning of each shift. Supervise resident activities in assigned area(s). Document any resident issues in the Weekly Client Information Log noting current state of residents, problems, and any incidents / information of note. Cross-reference with the Client Log sheets. Contact appropriate staff via e-mail if needed to report issues and/or incidents. Maintain accurate resident records and logs, and assist with accurate nightly and monthly reports of the resident's presence at shelter for reporting purposes. Enter notes into HMIS database system. Provide appropriate crisis intervention to residents in the form of support and/or problem solving as deemed necessary. Supervise dorm monitors to ensure that their duties are carried out.		

REASON FOR LEAVING: N/A		
DATES: From: 6/2020 To: Present	EMPLOYER: Tarzana Treatment Center	POSITION TITLE: Operations Program Supervisor I
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Northridge, California		
SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 3	
DUTIES: <ul style="list-style-type: none"> • Responsible for overall day-to-day supervision of assigned staff, recruiting, supervision, performance review, and discipline of staff. • Performs and/or oversees regular chart audits, record keeping and other reporting and documentation functions assigned to ensure that all records are maintained in accordance with applicable policies, procedures, and external regulations and standards to include but not limited State, County, and City sources. • Participate in community events, presentations, meetings, and outreach. • Orientation of new employees, scheduling staff coverage, time-off requests, etc. 		
REASON FOR LEAVING: N/A		
DATES: From: 1/2018 To: 6/2020	EMPLOYER: Phoenix House Academy	POSITION TITLE: Prevention Coordinator
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 3	
DUTIES: <ul style="list-style-type: none"> • Extensive experience in capacity building, assessment, implementation, planning, evaluation, outreach, and coalition building. • Collaborate with government agencies, such as LA County Public Health, Police Departments, and Elected Officials. • Supervise the collection of evaluation data in coordination with partner agencies; Synthesize data into report form. • Participates in the development, implementation, and evaluation of public health-Substance Abuse Prevention and Control program. • Assists with the development, implementation, monitoring and evaluation of program policies, goals, and objectives. • Evaluates contract activities related to compliance, service delivery, operations, and budgets for quality assurance. • Monitor the day-to-day activities of the Prevention Department and expenditures • Conduct interviews and hired new employees as well as release people from employment. • Collaborate with community organizations and work on policy and/or develop ordinances. • Work in different cities with the community by planning and implementing several environmental campaigns to reduce youth substance use and abuse. • Plan and track projects to ensure they are on-time, on-budget, and achieve their objectives • Plan and execute town hall meetings and other community-at-large events. 		
REASON FOR LEAVING: relocated		
DATES: From: 8/2013 To: 11/2017	EMPLOYER: NCADD of ESG &PV	POSITION TITLE: Program Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
PHONE NUMBER:	SUPERVISOR: Cheryl Ruedi - Executive Director	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 37.5	# OF EMPLOYEES SUPERVISED: 3	
DUTIES: <ul style="list-style-type: none"> • Collaborated with government agencies, such as LA County Public Health, Police Departments, and Elected Officials. • Gathered and analyzed information pertaining to the project or program including overall evaluation and prepared a variety of reports and correspondence related to the program. • Managed documentation for projects including activity tracking and submission of reports. • Conducted interviews and hired new employees as well as release people from employment. • Facilitated/ Coordinated focus groups, conducted key informant interviews, and collaborate with LA County Department of Public Health Substance Abuse Prevention & Control. • Responsible for the Prevention Staff and Substance Use Disorder Counselors • Evaluated contract activities related to compliance, service delivery, operations, and budgets for quality assurance. 		
REASON FOR LEAVING: Reorganization		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills**OFFICE SKILLS:**
 Typing:
 Data Entry:

OTHER SKILLS:**LANGUAGE(S):**Spanish - ☐ Speak ☐ Read ☐ Write**ADDITIONAL INFORMATION**

Nothing Entered For This Section

REFERENCES**REFERENCE TYPE:**

Personal

NAME:

Sharonne Wells

POSITION:

Educator

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

Los Angeles, California

EMAIL ADDRESS:**PHONE NUMBER:****REFERENCE TYPE:**

Professional

NAME:

Mary Starks

POSITION:

Supervisor

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****PHONE NUMBER:****REFERENCE TYPE:**

Professional

NAME:

Kimberly Cobos-Cawthorne

POSITION:

Montebello Mayor Pro Tem

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****PHONE NUMBER:**

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. 2020-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ORDERING THAT AN ORDINANCE BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, APPROVING ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE, SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT RELATING TO THE BALLOT MEASURE, AND PROVIDING FOR REBUTTAL ARGUMENTS RELATING TO THE BALLOT MEASURE

WHEREAS, the health and safety of all residents in the City of Palmdale ("the City") is our top priority; and

WHEREAS, the City is committed to strong community partnerships, safe neighborhoods and parks, quality services to support residents, and respectful and responsive city employees to make Palmdale a strong, caring and safe community for all residents; and

WHEREAS, the City has been proactive in its actions to protect residents during the Coronavirus pandemic, to safely reopen businesses and partner with local employers to ensure a strong economic recovery, serving as a model for other cities in Los Angeles County; and

WHEREAS, the City is committed to maintaining quick 911 emergency response times, youth, veteran and senior services, keeping public spaces safe and clean, addressing homelessness, repairing streets, and maintaining other essential city services; and

WHEREAS, like the rest of the State and the country, the City faces serious fiscal challenges due to the fallout of the COVID-19 pandemic with funding for high-priority services threatened as a result; and

WHEREAS, the City currently expects an alarming decrease in revenues that will severely limit its ability to provide these essential City services; and

WHEREAS, the City has taken cost-saving measures, including implementing hiring and salary freezes for existing employees, reduced operating budgets, capital outlay and a workforce reduction by the elimination of vacant positions; and

WHEREAS, despite current expenditure reductions, the City's General Fund revenues are expected to decrease by \$9.9 million in Fiscal Year 2020-21 and another \$8.8 million in Fiscal Year 2021-22 due to steep declines in sales tax, property tax, and state funding revenues; and

WHEREAS, additional locally-controlled funding is necessary to protect essential city services and keep our community strong, healthy and safe into the future; and

WHEREAS, the City Council proposes to submit to the voters of Palmdale an ordinance to increase the City's Transactions and Use Tax (Sales Tax) by $\frac{3}{4}$ cent; and

WHEREAS, a local Sales Tax would provide \$12,000,000 million annually to maintain essential city services; and

WHEREAS, 100% of funds from a local Sales Tax would remain here in Palmdale, overseen by a community oversight committee, and no funds could be taken by the State or County;

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

SECTION 1. The City Council hereby finds and determines that the foregoing recitals are true and correct. The recitals are hereby incorporated into the operative provisions of this Resolution by this reference.

SECTION 2. The City Council has previously called the City's General Municipal Election, to be held on Tuesday, November 3, 2020, for the purpose of electing a mayor and members of the City Council, through the adoption of Resolution Nos. CC 2020-078, CC 2020-079, and CC 2020-080 (collectively "the 2020 Election Resolutions").

SECTION 3. Pursuant to California Elections Code Sections 9222, the City Council hereby orders that an ordinance also be submitted to the voters of Palmdale. The full text of Ordinance No 1549 to be submitted to the voters is attached to this Resolution as Exhibit A and shall be printed in the voter pamphlet. The measure to be submitted to the voters shall appear on the ballot as follows:

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City of PALMDALE	
Palmdale Essential Services Protection Measure “Shall an ordinance protecting Palmdale’s long-term financial stability; maintaining essential city services; repairing streets/potholes; addressing homelessness; maintaining 911 emergency response; keeping public areas safe/clean for all; retaining local businesses; protecting local water sources; maintaining veterans, senior, mental health, community programs; by establishing a ¾-cent sales tax, providing approximately \$12,000,000 annually until ended by voters; requiring citizen oversight, public spending disclosures; all funds used locally in Palmdale, be adopted?”	YES
	NO

A copy of the ordinance shall be available for inspection by the public in the City Clerk’s Office, located at 38300 Sierra Highway, Palmdale, CA 93550. In addition, a copy of the ordinance shall be available, upon request, to any voter at the expense of the City.

SECTION 4. The proposed ordinance enacts a general tax as defined in Article XIIIIC of the California Constitution, and shall not take effect unless and until approved by a vote of at least a majority of the voters voting on the question at the election.

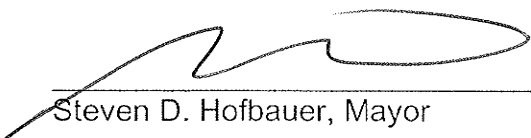
SECTION 5. The proposed ordinance shall be submitted to the voters for approval in compliance with the 2020 Election Resolutions previously adopted by the City Council, with the addition of the following:

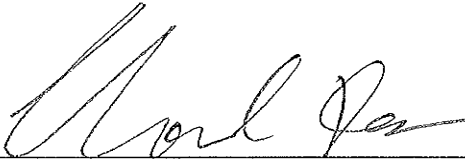
- A. The City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280.
- B. The City Council hereby authorizes the following members of the legislative body to prepare and submit a ballot argument in favor of the measure pursuant to Elections Code Section 9282: Mayor Steven D. Hofbauer, Mayor Pro Tem Richard Loa, Councilmember Austin Bishop, Councilmember Laura Bettencourt, and Councilmember Juan Carrillo.
- C. The City Council hereby authorizes rebuttal arguments, for this measure only, to be submitted pursuant to, and consistent with the requirements of, Elections Code Section 9285.
- D. In all particulars not recited in this Resolution and the 2020 Election Resolutions previously adopted by the City Council, said election for the ballot measure described in Section 3 shall be held and conducted as provided by general law for holding municipal elections.

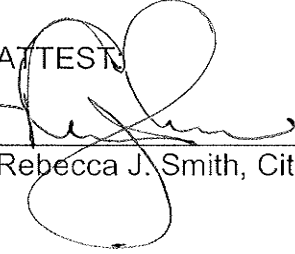
SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED by the City Council of the City of Palmdale this 14th day of July, 2020.

Approved as to form:


Steven D. Hofbauer, Mayor


Noel J. Doran
Interim City Attorney

ATTEST

Rebecca J. Smith, City Clerk

I, Rebecca J. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 14th day of July, 2020 by the following roll call vote:

AYES: Hofbauer, Loa, Bettencourt, Carrillo

NOES: Bishop

ABSTAIN: None

ABSENT: None

Date: July 16, 2020


Rebecca J. Smith, City Clerk

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1549

AN ORDINANCE OF THE CITY OF PALMDALE ESTABLISHING A $\frac{3}{4}$ CENT TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, the health and safety of all residents in the City of Palmdale ("the City") is our top priority; and

WHEREAS, the City is committed to strong community partnerships, safe neighborhoods and parks, quality services to support residents, and respectful and responsive city employees to make Palmdale a strong, caring and safe community for all residents; and

WHEREAS, the City has been proactive in its actions to protect residents during the Coronavirus pandemic, to safely reopen businesses and partner with local employers to ensure a strong economic recovery, serving as a model for other cities in Los Angeles County; and

WHEREAS, the City is committed to maintaining quick 911 emergency response times, youth, veteran and senior services, keeping public spaces safe and clean, addressing homelessness, repairing streets, and maintaining other essential city services; and

WHEREAS, like the rest of the State and the country, the City faces serious fiscal challenges due to the fallout of the COVID-19 pandemic with funding for high-priority services threatened as a result; and

WHEREAS, the City currently expects an alarming decrease in revenues that will severely limit its ability to provide these essential City services; and

WHEREAS, the City has taken cost-saving measures, including implementing hiring and salary freezes for existing employees, reduced operating budgets, capital outlay and a workforce reduction by the elimination of vacant positions; and

WHEREAS, despite current expenditure reductions, the City's General Fund revenues are expected to decrease by \$9.9 million in Fiscal Year 2020-21 and another \$8.8 million in Fiscal Year 2021-22 due to steep declines in sales tax, property tax, and state funding revenues; and

WHEREAS, additional locally-controlled funding is necessary to protect essential city services and keep our community strong, healthy and safe into the future; and

WHEREAS, the City Council proposes to submit to the voters of Palmdale an ordinance to increase the City's Transaction and Use Tax (Sales Tax) by $\frac{3}{4}$ cent; and

WHEREAS, a local Sales Tax would provide \$12,000,000 million annually to maintain essential city services; and

WHEREAS, 100% of funds from a local Sales Tax would remain here in Palmdale, overseen by a community oversight committee, and no funds could be taken by the State or County;

THE PEOPLE OF THE CITY OF PALMDALE DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and, accordingly, are incorporated as a material part of this Ordinance.

SECTION 2. Amendment of Municipal Code. Chapter 3.11 – Transactions and Use Tax is hereby added to the Palmdale Municipal Code to read as follows:

Transactions and Use Tax

3.11.010 Title.

This Ordinance shall be known as the Palmdale Transactions and Use Tax Ordinance. The city of Palmdale hereinafter shall be called "City." This Ordinance shall be applicable in the incorporated territory of the City.

3.11.020 Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.11.030 Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.11.040 Contract with State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

3.11.050 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of $\frac{3}{4}$ of a cent per dollar (0.75%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.11.060 Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations

to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.11.070 Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of $\frac{3}{4}$ of a cent per dollar (0.75%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.11.080 Adoption of the Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.11.090 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption

remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.11.100 Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.11.110 Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.11.120 Amendments to State Law.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.11.130 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.11.140 Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.11.150 Effective Date.

This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

3.11.160 Termination Date. The authority to levy the tax imposed by this ordinance shall not expire unless terminated by lawful vote of the electorate or as required or authorized by law.

SECTION 3. The people of the city of Palmdale desire enhanced transparency and public participation regarding the tax imposed by this Ordinance, and expect the revenues and expenditures from the tax to be regularly reviewed by a Citizen's Advisory Committee. Therefore, the Palmdale Municipal Code is further amended by adding Section 3.11.170 to read as follows:

3.11.170 Oversight. Following adoption of this Ordinance by the voters, the City Council shall appoint, pursuant to Palmdale Municipal Code Section 2.08.030, a five-member Citizen's Advisory Committee. The City Council shall, by resolution, adopt guidelines for the duties of the Citizen's Advisory Committee which shall include, but not be limited to, receiving semi-annual reports from City staff each fiscal year on revenues and expenditures from the tax imposed by this Ordinance and review of proposed spending plans. The revenue from the sales tax shall not be spent by the City until after the Citizen's Advisory Committee has had an opportunity to review and comment on proposed expenditures.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by 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 of effectiveness of the remaining portions of this ordinance or any part thereof. The people of the city of Palmdale hereby declares that they 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 are declared unconstitutional, invalid or ineffective.

SECTION 5. Election Required. This ordinance shall not become effective unless and until a majority of City voters voting on this measure vote to approve the imposition of a City transactions and use tax (more commonly known as a “sales tax” at the General Municipal Election to be held November 3, 2020.

SECTION 6. Upon approval by the voters, 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 by the voters of the city of Palmdale, State of California, at a municipal election held on November 3, 2020.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Noel J. Doran
Interim City Attorney

Rebecca J. Smith, City Clerk

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1549

AN ORDINANCE OF THE CITY OF PALMDALE ESTABLISHING A $\frac{3}{4}$
CENT TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

Transactions and Use Tax

3.21.010 Title.

This Ordinance shall be known as the Palmdale Transactions and Use Tax Ordinance. The city of Palmdale hereinafter shall be called "City." This Ordinance shall be applicable in the incorporated territory of the City.

3.21.020 Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden

of record keeping upon persons subject to taxation under the provisions of this ordinance.

E. To provide transactions and use tax revenue for unrestricted general revenue purposes, and not for specific purposes. All of the proceeds from the tax imposed by this chapter shall be placed in the city's general fund and be available for any legal municipal purpose.

3.21.030 Contract with State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

3.21.040 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of $\frac{3}{4}$ of a cent per dollar (0.75%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.21.050 Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.21.060 Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of $\frac{3}{4}$ of a cent per dollar (0.75%) of the sales price of the property. The sales price

shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.21.070 Adoption of the Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.21.080 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.21.90 Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.21.100 Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has

the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.21.110 Amendments to State Law.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance. The city council may amend this ordinance to comply with applicable law or as may be otherwise necessary in order to further the ordinance' stated purposes.

3.21.120 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.21.130 Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.21.140 Effective Date.

This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect April 1, 2020.

3.21.150 Termination Date. The authority to levy the tax imposed by this ordinance shall not expire unless terminated by lawful vote of the electorate or as required or authorized by law.

SECTION 3. The people of the city of Palmdale desire enhanced transparency and public participation regarding the tax imposed by this Ordinance, and expect the revenues and expenditures from the tax to be regularly reviewed by a Citizen's Advisory Committee. Therefore, the Palmdale Municipal Code is further amended by adding Section 3.11.170 to read as follows:

3.21.160 Oversight. Following adoption of this Ordinance by the voters, the City Council shall appoint, pursuant to Palmdale Municipal Code Section 2.08.030, a seven-member Citizen's Advisory Committee. The City Council shall, by resolution, adopt guidelines for the duties of the Citizen's Advisory Committee which shall include, but not be limited to, receiving semi-annual reports from City staff each fiscal year on revenues and expenditures from the tax imposed by this Ordinance and review of proposed spending plans. The revenue from the sales tax shall not be spent by the City until after the Citizen's Advisory Committee has had an opportunity to review and comment on proposed expenditures.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by 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 of effectiveness of the remaining portions of this ordinance or any part thereof. The people of the city of Palmdale hereby declares that they 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 are declared unconstitutional, invalid or ineffective.

SECTION 5. Election Required. This ordinance shall not become effective unless and until a majority of City voters voting on this measure vote to approve the imposition of a City transactions and use tax (more commonly known as a "sales tax" at the General Municipal Election to be held November 3, 2020.

SECTION 6. Upon approval by the voters, 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 by the voters of the city of Palmdale, State of California, at a municipal election held on November 3, 2020.

Approved as to form:



Christopher Beck
City Attorney



Steven D. Hofbauer, Mayor

ATTEST:


Shanae Smith, City Clerk

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1561

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING
THE PALMDALE MUNICIPAL CODE SECTION 2.08.030 REGARDING
APPOINTMENTS TO BOARDS AND COMMISSIONS BY THE CITY COUNCIL

WHEREAS, On July 2, 2008, the City Council passed and adopted Ordinance No. 1357 that amended Section 2.08 of the Palmdale Municipal Code (PMC).

WHEREAS, PMC Section 2.08.030 governs the manner in which appointments are made to boards and commissions of the City Council.

WHEREAS, The method and manner of appointments pursuant to the amended PMC 2.08.030 is such that the mayor is responsible for all appointments to said boards and commissions, with ratification by the City Council.

WHEREAS, Under the PMC 2.08.030, the mayor is to nominate all persons to boards and commissions, and there is no 'second' required for such nomination.

WHEREAS, Under the PMC 2.08.030, city council members do not have the ability to nominate persons to boards and commissions.

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Amend Palmdale Municipal Code Section 2.08.030 Repeal and replace Palmdale Municipal Code Section 2.08.030 to read as follows:

PMC 2.08.030: Appointments to Boards, Commissions, and Committees

Unless otherwise specifically provided in this code or by State Law, the City Council shall make all appointments to boards, commissions and committees of the City as follows unless otherwise formed by Resolution:

- A. City Council boards, commissions and committees shall consist of a minimum of five members, of whom shall be nominated by each City Councilmember and the Mayor, subject to approval by the City Council for appointment. All members shall be voting members of the board, commission, or committee. No member shall be a member of the City Council. It is preferable that City Councilmember's appointee reside within the Councilmember's district, however, is not required when subject matter expertise is desirable. The Mayor may nominate an individual that represents the City at large whom may reside in any district. Members serve at the pleasure of the City Council and may be removed prior to the expiration of their term by a vote of a majority of the members of the City Council.
- B. All board and commission vacancies shall be advertised, seeking volunteers willing and desiring to be appointed to fill such vacancies. Any person seeking to be so appointed must complete and submit the city volunteer application, together with any other information requested by the City Council as appropriate for a specific board or commission.
- C. All such applications shall be provided to the Mayor and City Council for review, who shall, at a regularly scheduled City Council meeting, nominate, from among such applicants, the persons whom the Mayor and a City Councilmember desires to appoint by making a motion ~~which need not be seconded~~, for each such appointment.
- D. If the nomination by the Mayor and City Councilmember is approved by a majority vote of the City Council, the nominating City Councilmember may then proceed to appoint the person to the board or commission under consideration.
- E. If the specific nomination by the Mayor and/or City Councilmember is not approved by a majority vote of the City Council, the City Council will nominate, by motion, a different candidate until someone is approved by majority vote of the City Council for the position under consideration.
- F. All members of boards, commissions and committees serve at the pleasure of the City Council and are subject to removal by a majority vote of the City Council.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs,


sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 3. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061 (b)(3) because it has no potential for causing a significant effect on the environment.

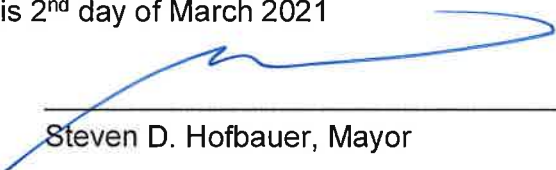
SECTION 4. The City Clerk shall certify to the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and ADOPTED this 2nd day of March 2021

Approved as to form:



Christopher Beck
City Attorney



Steven D. Hofbauer, Mayor

ATTEST:


Shanae S. Smith, City Clerk

I, Shanae s. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 2nd day of March, 2021 effective on the 1st day of April, 2021 by the following roll call vote:

AYES: Bettencourt, Carrillo, Loa, Bishop

NOES: Hobauer

ABSTAIN: None ABSENT: None

Date: 3/18/2021 Shanae S. Smith
Shanae S. Smith, City Clerk



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
DISTRICT: ALL
SUBJECT: ADOPT ORDINANCE NO. 1563, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE REPEALING AND REPLACING CHAPTER 15.28 OF TITLE 15 OF THE CITY OF PALMDALE MUNICIPAL CODE ENTITLED "FLOODPLAIN MANAGEMENT"

ISSUE

Adopt Ordinance No. 1563 to repeal and replace Chapter 15.28 (Floodplain Management) of the City of Palmdale Municipal Code to read as shown in Exhibit "A".

RECOMMENDATION

Staff recommends that the City Council approve the reading of Ordinance No. 1563, hold a public hearing on said Ordinance No. 1563, close the public hearing and adopt Ordinance No. 1563

BACKGROUND

In 1968, the U.S. Congress created the National Flood Insurance Program (NFIP) through the passage of National Flood Insurance Act of 1968. The Federal Insurance and Mitigation Administration, a division of Federal Emergency Management Agency (FEMA), manages the NFIP and oversees the flood insurance, flood plain management and mapping components of the Program. Over 22,000 communities across the United States and its territories participate in the NFIP by adopting and enforcing floodplain management ordinances to reduce future flood damage. In exchange, the NFIP makes Federally backed flood insurance available to homeowners, renters, and business owners in these communities.

For a community to maintain its eligibility in NFIP, each community must continuously comply with floodplain management regulation set forth in Title 44, part 60 of the Code of Federal Regulations (CFR). Failure to adopt and enforce regulations will result in suspension from NFIP, causing residents to lose renewal eligibility and creating barriers in obtaining new insurance policies.

In 2015, FEMA began the Santa Clara River Physical Map Revision (PMR) study to accurately identify Special Flood Hazard Areas (SFHA) within the communities in the

study area. FEMA has prepared preliminary Flood Insurance Rate Maps (FIRM) over the years with public hearings to solicit comments from the public and affected communities. The City of Palmdale is a community located in the Santa Clara River Physical Map Revision (PMR) study area.

DISCUSSION

On December 2, 2020 FEMA finalized FIRM documents and sent out the Letter of Final Determination (LFD) to affected communities. The new FIRM documents will become effective on June 2, 2021. Under the NFIP requirement, affected communities, including the City of Palmdale, are required to adopt FEMA-identified changes to our regulations by the effective map date (June 2, 2021) to remain compliant with the NFIP and avoid being placed in the NFIP Suspension status.

In addition, when an NFIP community receives new or updated flood maps as part of a FEMA mapping study, FEMA also conducts a technical review of its currently adopted floodplain regulation whether or not the community is receiving new flood zones and/or base flood elevations. Therefore, to maintain eligibility and compliance with NFIP, the City must adopt a revised Floodplain Management Ordinance (Chapter 15.28 of City of Palmdale Municipal Code) by May 31, 2021.

As a result of this mapping study, the City of Palmdale received an updated FIRM Map 06037C0645G. The proposed ordinance (Exhibit "A") will address the changes required by the FEMA mapping study and technical review comments. The proposed ordinance (Exhibit "A") will comply with Title 44 of CFR Section 59.1, 59.2 and 60.3 as stipulated in the NFIP regulations.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

- B. Be prepared to protect life, property, and the environment in the event of catastrophic disasters and emergencies.

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Chuck Heffernan P.E., Director of Public Works

Keith Kang, Finance Manager

J.J. Murphy, ICMA-CM, City Manager

Christopher Beck, City Attorney

ATTACHMENTS

1. Ordinance No. 1563
2. Exhibit "A"

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1563

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE
REPEALING AND REPLACING CHAPTER 15.28 OF TITLE 15 OF THE
CITY OF PALMDALE MUNICIPAL CODE ENTITLED "FLOODPLAIN
MANAGEMENT"

WHEREAS, in 1968, Congress created the National Flood Insurance Program (NFIP) to oversee the flood insurance, floodplain management and mapping components of the program; and

WHEREAS, City of Palmdale participates in the NFIP by adopting and enforcing floodplain management ordinances to reduce future flood damage and in exchange, the NFIP makes Federally backed flood insurance available to homeowners, renters, and business owners in the City; and

WHEREAS, Federal Emergency Management Agency (FEMA) conducted and finalized the Santa Clara River Physical Map Revision to accurately identify Special Flood Hazard Areas (SFHA); and

WHEREAS, FEMA has issued new Federal Insurance Rate Maps (FIRM) and the Letter of Final Determine (LFD) on December 2, 2020 that will become effective on June 2, 2021; and

WHEREAS, FEMA has conducted technical review of City of Palmdale current Floodplain Management Ordinance (Chapter 15.28); and

WHEREAS, the Code of Federal Regulations, at 44 CFR Sections 59.1, 59.22, and 60.3, requires certain amendments to the City of Palmdale's Floodplain Management Ordinance to comply with the NFIP regulations.

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 15.28 (Floodplain Management) of the Palmdale Municipal Code Ordinance No 1169 and 1267 are hereby repealed and replaced to read as shown in Exhibit "A".

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction,

such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 3. The City 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 _____ day of _____, _____.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Christopher L. Beck
City Attorney

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 _____ day of _____, 20____ effective on the _____ day of _____, 20____ by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
Shanae S. Smith, City Clerk

Exhibit “A”
Chapter 15.28
FLOODPLAIN MANAGEMENT

Ordinance 711 (1987), Ordinance 1169 (2002) & Ordinance 1267 (2006)

Sections:

- 15.28.001 Statutory Authorization.**
- 15.28.002 Findings of fact.**
- 15.28.003 Statement of purpose.**
- 15.28.004 Methods of reducing flood losses.**
- 15.28.010 Definitions.**
- 15.28.020 Lands to which this chapter applies.**
- 15.28.030 Basis for establishing the areas of special flood hazard.**
- 15.28.040 Compliance.**
- 15.28.050 Abrogation and greater restrictions.**
- 15.28.060 Interpretation.**
- 15.28.070 Warning and disclaimer of liability.**
- 15.28.090 Establishment of development permit.**
- 15.28.100 Designation of Floodplain Administrator.**
- 15.28.110 Duties and responsibilities of the Floodplain Administrator.**
- 15.28.120 Standards of construction.**
- 15.28.130 Standards for utilities.**
- 15.28.140 Standards for subdivisions.**

15.28.150 Standards for manufactured homes.

15.28.155 Standards for recreational vehicles.

15.28.160 Floodways.

15.28.185 Nature of variances.

15.28.190 Appeal Board.

15.28.200 Conditions for variances.

15.28.300 Extent of provisions.

15.28.001 Statutory Authorization.

The legislature of the State of California has in Government Code Section 65302, 65560, and 65800 conferred upon local governments the authority to adopt the regulation designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Palmdale City Council of the City of Palmdale does hereby adopt the following flood plain management regulations.

15.28.002 Findings of fact.

(A) The flood hazard areas of City of Palmdale are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(B) These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses.

15.28.003 Statement of purpose.

It is the purpose of this Chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the community to all publicly and privately owned land within flood prone, mudslide [i.e. mudflow] or flood related erosion areas. These regulations are designed to:

(A) Protect human life and health;

(B) Minimize expenditure of public money for costly flood control projects;

(C) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(D) Minimize prolonged business interruptions;

(E) Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;

(F) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;

(G) Ensure that potential buyers are notified that property is in an area of special flood hazard; and

(H) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions. adopt the following floodplain management regulations.

15.28.004 Methods of reducing flood losses.

In order to accomplish its purposes, this ordinance includes regulations to:

(A) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;

(B) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(C) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;

(D) Control filling, grading, dredging, and other development which may increase flood damage;

(E) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas; and

15.28.010 Definitions.

Unless specifically defined in this section, words or phrases used in this chapter shall be interpreted according to their common usage and to give this chapter its most reasonable application to further its purpose.

“Accessory Structure” means a structure that is either:

1. Solely for the parking of no more than two (2) cars; or
2. A small, low-cost shed for limited storage, less than 150 square feet and \$1,500 in value.

“Accessory use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

“Alluvial fan” means a geomorphologic feature characterized by a cone- or fan-shaped deposit of boulders, gravel and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

“Apex” means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front.

“Appeal” means a request for a review of the Floodplain Administrator’s interpretation of any provision of this chapter or a request for a variance.

“Area of shallow flooding” means a designated AO, or AH (No AH in City) Zone on the Flood Insurance Rate Map (FIRM). Generally, the base flood depths of an area of shallow flooding range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate and velocity flow may be evident.

“Area of special flood hazard.” See “Special flood hazard area (SFHA).”

“Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year (also called “100-year flood”). “Base flood” is a term used throughout this chapter.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Building” See “Structure.”

“Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

“Encroachment” means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into floodplain which may impede or alter the flow capacity of the floodplain.

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date (December 10, 1987, Ordinance 711) of the floodplain management regulations adopted by a community.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Flood” or “flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of floodwaters; or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

“Flood Boundary and Floodway Map” (FBFM) means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

“Flood Insurance Rate Map (FIRM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City of Palmdale.

“Flood Insurance Study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

“Floodplain” or “flood-prone area” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the Floodplain Management regulations.

“Floodplain management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources of the floodplain, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

“Floodplain management regulations” means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances

and other applications of the police power which controls development in flood-prone areas. The term describes such federal, state or local regulations, which provide standards for the purpose of preventing flood and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot; also referred to as “regulatory floodway.”

“Floodway fringe” is that area of the floodplain on either side of the “regulatory floodway” where encroachment may be permitted.

“Fraud and victimization” as related to PMC 15.28.185 through 15.28.200 means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the City of Palmdale will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for 50 to 100 years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

“Governing body” is the local governing unit, i.e., county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

“Hardship” as it relates to PMC 15.28.185 through 15.28.200 means the exceptional hardship that would result from a failure to grant the requested variance. The City of Palmdale requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one’s neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a

variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historic structure” means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

“Lowest floor” means the lowest floor of the lowest enclosed area, including the basement.

(1) An unfinished or flood-resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building’s lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:

- (a) The wet floodproofing standard in PMC [15.28.120\(C\)\(5\)](#);
- (b) The anchoring standards in PMC [15.28.120\(A\)](#);
- (c) The construction materials and methods standards in PMC [15.28.120\(B\)](#);
- (d) The standards for utilities in PMC [15.28.130](#).

(2) For residential structures, all subgrade-enclosed areas are prohibited as they are considered to be basements. This prohibition includes below-grade garages and storage areas.

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term “manufactured home” also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days. The term manufactured home does not include a “recreational vehicle”.

“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

(GG) “Market value” shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation, which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the Floodplain Administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.

“Mean sea level” means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on the City of Palmdale’s Flood Insurance Rate Map are referenced.

“New construction” means structures for which the “start of construction” commenced on or after the effective date (December 10, 1987, Ordinance 711) of floodplain management regulations adopted by the City, and includes any subsequent improvements to such structures.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date (December 10, 1987, Ordinance 711) of floodplain management regulations adopted by this community.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its

propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

“One-hundred-year flood” or “100-year flood” means a flood which has a one percent annual probability of being equaled or exceeded in any given year. It is identical to the “base flood,” which will be the term used throughout this chapter.

“Public safety and nuisance” as related to PMC [15.28.185](#) means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational vehicle” means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

“Regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

“Remedy a violation” means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the chapter, or otherwise deterring future similar violations, or reducing state and federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Sheet Flow Area” See “Area of shallow flooding.”

“Special flood hazard area (SFHA)” means an area of the floodplain subject to a one percent or greater chance of flooding in one given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99 or AH.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. If the actual start of construction, repair, reconstruction, placement or other improvement is not within 180 days of the permit date, then “start of construction” shall mean the actual start. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any repair, reconstruction, rehabilitation, addition, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (1) Before the “start of construction” of the improvement; or
- (2) If the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:
 - (a) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
 - (b) Any alteration of a “historic structure” listed on the National Register of Historic Places or a State Inventory of Historic Places provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

“Variance” means a grant of relief from the requirements of this chapter, which permits construction in a manner that would otherwise be prohibited by this chapter.

“Violation” means the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

“Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. “Watercourse” includes specifically designated areas in which substantial flood damage may occur. (Ord. 1299 § 6, 2007; Ord. U-1299 § 6, 2006; Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.020 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the City. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.030 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for the City of Palmdale dated March 30, 1998, and accompanying Flood Insurance Rate Maps (FIRM), dated March 30, 1998, and all subsequent amendments and/or revisions are hereby adopted by reference and declared to be a part of this chapter. This Flood Insurance Study and attendant mapping are the minimum area of applicability for this chapter and may be supplemented by studies for other areas that allow implementation of this chapter and are recommended to the City Council by the Floodplain Administrator. The Flood Insurance Study and FIRM are on file in the office of the City Engineer. (Ord. 1267 § 1, 2006; Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.040 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violations of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connections with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the City Council from taking such lawful action as is necessary to prevent or remedy any violation. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.050 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this chapter and another chapter,

easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.060 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (A) Considered as minimum requirements;
- (B) Liberally construed in favor of protecting persons and property from flood hazards; and
- (C) Deemed neither to limit nor repeal any other powers granted to the City under state statutes. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.070 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damage. This chapter shall not create liability on the part of the City, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.090 Establishment of development permit.

A development permit shall be obtained before construction or development begins within any area of special flood hazards. Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but need not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- (A) Site plan, including but not limited to:
 - (1) Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures, ground elevations shown at one foot contour elevations throughout the building site; and
 - (2) Proposed locations of water supply, sanitary sewer and utilities; and
 - (3) For foundations placed on fill, the location and height of fill, and compaction requirements (compacted to 95 percent using the Standard Proctor Test Method); and

(4) If available, the base flood elevation from the Flood Insurance Study and/or Flood Insurance Rate Maps; and

(5) All appropriate certifications listed in PMC [15.28.110\(D\)](#); and

(6) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.100 Designation of Floodplain Administrator.

The City Engineer is appointed to administer and implement this chapter by granting or denying development permits in accordance with its provisions and is referred to in this chapter as the “Floodplain Administrator.” (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.110 Duties and responsibilities of the Floodplain Administrator.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to:

(A) Permit Review. Review of all development permits to determine that:

(1) The permit requirements of this chapter have been satisfied, including a determination of substantial improvement and substantial damage of existing structures;

(2) All other required state and federal permits have been obtained;

(3) The site is reasonably safe from flooding;

(4) The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined, but a floodway has not been designated. For purposes of this chapter, “adversely affect” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point.

(B) Use of Other Base Flood Data. When base flood elevation data has not been provided in the Flood Boundary and Floodway Map, the Flood Insurance Rate Map, or the Flood Insurance Study, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer PMC [15.28.120](#).

(C) Notification of Other Agencies. Whenever a watercourse is to be altered or relocated:

(1) Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;

(2) Assure that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained.

(D) Base Flood Elevation changes due to physical alterations:

(1) Within 6 months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).

(2) All LOMR's for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

(E) Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

(F) Documentation of Floodplain Development. Obtain and maintain for public inspection and make available as needed:

(1) The certification required in PMC [15.28.120\(C\)\(1\)](#) (lowest floor elevations);

(2) The certification required in PMC [15.28.120\(C\)\(4\)](#) (elevation of floodproofing of nonresidential structures);

(3) The certification required in PMC [15.28.120\(C\)\(2\)](#) (elevations in areas of shallow flooding);

(4) The certification required in PMC [15.28.120\(C\)\(5\)\(a\)](#) (wet floodproofing standard);

(5) The certified elevation required in PMC [15.28.140](#) (subdivision standards).

(6) Maintain a record of all variance actions, including justification for their issuance, and report such variances to the Federal Emergency Management Agency.

(G) Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in PMC [15.28.190](#).

(H) Take action to remedy violations of this chapter as specified in PMC [15.28.040](#). (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.120 Standards of construction.

In all areas of special flood hazards the following standards are required to be met to the satisfaction of the Floodplain Administrator:

(A) Anchoring.

(1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All manufactured homes shall meet the anchoring standards of PMC [15.28.150](#).

(B) Construction Materials and Methods.

(1) All new construction and substantial improvements, including manufactured homes, shall be constructed with materials and utility equipment resistant to flood damage below the base flood elevation;

(2) All new construction and substantial improvements, including manufactured homes, shall be constructed using methods and practices that minimize flood damage;

(3) All new construction and substantial improvements, including manufactured homes, shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(4) All new construction and substantial improvements, including manufactured homes, within Zones AH or AO shall be required to have adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

(C) Elevation and Floodproofing.

(1) In an AO Zone, new residential construction and substantial improvement, including manufactured homes, of any residential lowest floor, including basement, elevated to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified;

(2) In an A and AE Zone, new residential construction and substantial improvement, including manufactured homes, of any residential structure shall have the lowest floor, including basement, elevated to or above the base flood elevation;

(3) In all other Special Flood Hazard Area Zones, new residential construction and substantial improvement, including manufactured homes, of any residential structure shall have the lowest floor, including basement, elevated to or above the base flood elevation;

(4) Upon completion of the residential structure, the elevation of the lowest floor, including basement, shall be verified by a registered professional engineer or surveyor, and verified by the City Building Inspector to be properly elevated. Such certification or verification shall be provided to the Floodplain Administrator;

(5) Nonresidential construction, new or substantial improvement, shall either be elevated in conformance with subsection (C)(1), (2) or (3) of this section or together with attendant utility and sanitary facilities:

(a) Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water,

(b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy, and

(c) Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the Floodplain Administrator;

(6) All new construction and substantial improvements, that have fully enclosed areas below the lowest floor (excluding basements) and are usable solely for parking of vehicles, building access or storage that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) Have a minimum of two openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters, or

(b) Be certified by a registered professional engineer or architect to comply with a local floodproofing standard approved by the Federal Insurance Administration;

(7) Manufactured homes shall also meet the standards in PMC [15.28.150](#). (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

(D) Garages and low cost accessory structures.

(1) Attached Garages

(a) A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. Areas of the garage below the BFE must be constructed with flood resistant materials.

(b) A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6, as it may be amended from time to time.

(2) Detached garages and accessory structures.

(a) "Accessory structures" used solely for parking (2 car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section 15.28.010, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:

- i. Use of the accessory structure must be limited to parking or limited storage;
- ii. The portions of the accessory structure located below the BFE must be built using flood-resistant materials;
- iii. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
- iv. Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to or above the BFE;

v. The accessory structure must comply with floodplain encroachment provisions in [PMC 15.28.160](#); and

vi. The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with [PMC 15.28.120\(C\)\(6\)](#).

2. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in [PMC 15.28.120](#).

15.28.130 Standards for utilities.

(A) All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and to eliminate discharge from the systems into floodwaters.

(B) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.140 Standards for subdivisions.

Subdivisions and other proposed development, including proposals for manufactured home parks or subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall meet the following requirements to the satisfaction of the Floodplain Administrator:

(A) Shall identify any special flood hazard area and the elevation of the base flood.

(B) Will provide the elevation of proposed structure(s) and pads on the final plans. If the site is filled above the base flood elevation, the lowest floor final pad elevations shall be certified by a registered professional civil engineer or surveyor as part of an application for a FEMA Letter of Map Revision Based on Fill (LOMR-F) to the Floodplain Administrator.

(C) All subdivision proposals shall be consistent with the need to minimize flood damage.

(D) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

(E) All subdivisions shall provide adequate drainage to reduce exposure to flood hazards. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.150 Standards for manufactured homes.

(A) All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, and AE on the City's Flood Insurance Rate Map, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately

anchored foundation system to resist floatation, collapse or lateral movement on sites located:

- (1) Outside of a manufactured homes park or subdivision;
- (2) In a new manufactured home park or subdivision;
- (3) In an expansion to an existing manufactured home park or subdivision; or
- (4) In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred “substantial damage” as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement.

(B) All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community’s Flood Insurance Rate Map that is not subject to the provisions of subsection (A) of this section will be elevated so that either the:

- (1) Lowest floor of the manufactured home is at or above the base flood elevation; or
- (2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement.

Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered professional engineer or surveyor, and verification shall be provided to the Floodplain Administrator. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.155 Standards for recreational vehicles.

All recreational vehicles placed on sites within Zones A1-30, AH, and AE on the City’s Flood Insurance Rate Map will either:

(A) Be on the site for fewer than 180 consecutive days, be fully licensed and ready for highway use; a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

(B) Meet the permit requirements of PMC [15.28.090](#) through [15.28.110](#) and the elevation and anchoring requirements for manufactured homes in PMC [15.28.150](#). (Ord. 1169 § 1, 2002)

15.28.160 Floodways.

Located within areas of special flood hazards established in PMC 15.28.030 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles and erosion potential, the following provisions apply:

(A) Encroachments into floodways within Zones A1-30 and AE shall be prohibited, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer is provided demonstrating that the proposed encroachments shall not result in any increase in (the base) flood levels within the community during the occurrence of the base flood discharge.

(B) Where the floodway has not been determined, no construction, substantial development, or other development including fill shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than one foot at any point within the City of Palmdale.

(C) If subsection (A) and (B) of this section is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of PMC 15.28.120. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.185 Nature of variances.

The variance criteria set forth in this section are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Floodplain Administrator to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring structures built below flood level are so serious that variances from the flood elevation or from other requirements in the flood chapter are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate. (Ord. 1169 § 1, 2002)

15.28.190 Appeal Board.

(A) The City Council shall hear and decide appeals from decisions made by the Floodplain Administrator and requests for variances from the requirements of this section.

(B) The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this chapter.

(C) In passing upon such applications, the City Council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:

- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger of life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and future owners of the property;
- (4) The importance of the services provided by the proposed facility to the community;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (7) The compatibility of the proposed use with existing and anticipated development;
- (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (9) The safety of access to the property in time of flood for ordinary and emergency vehicles;
- (10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
- (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

(D) Any applicant to whom a variance is granted shall be given written notice over the signature of a City official that:

(1) The issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and

(2) Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the office of the County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

(E) The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.200 Conditions for variances.

(A) Generally, variances may be issued for new construction, substantial improvement, and other proposed new developments to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation provided that the procedures of PMC 15.28.090 through 15.28.160 have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

(B) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed in the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed reconstruction, rehabilitation or restoration will not preclude the structure's continued designation as an historic structure as defined in PMC 15.28.010 and the variance is the minimum necessary to preserve the historic character and design of the structure.

(C) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(D) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(E) Variances shall only be issued upon:

(1) A showing of good and sufficient cause;

(2) A determination that failure to grant the variance would result in exceptional "hardship" as defined in PMC 15.28.010 to the applicant; and

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(F) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the provisions of subsections (A) through (D) of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(G) Upon consideration of the factors of PMC [15.28.190](#) and the purposes of this chapter, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

(H) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the regulatory flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. A copy of the notice shall be recorded by the City in the office of the Los Angeles County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land. (Ord. 1169 § 1, 2002; Ord. 711 § 1, 1987)

15.28.300 Extent of provisions.

To the extent the provisions of this chapter are substantially the same as previous provisions of the Palmdale Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments. (Ord. 1169 § 2, 2002)



City Council Staff Report

DATE: APRIL 6, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: 3
SUBJECT: ADOPT RESOLUTION NO. CC 2021-022, A RESOLUTION OF THE CITY COUNCIL OF PALMDALE REGARDING PROPOSED RESOLUTION OF NECESSITY FOR THE ACQUISITION OF TITLE TO PROPERTY INTERESTS FOR THE AVENUE S-8 AND 40TH STREET EAST ROUNDABOUT PROJECT

ISSUE

Adopt proposed Resolution of Necessity No. CC 2021-022, declaring certain real property necessary for the Avenue S-8 and 40th Street East Roundabout Project (the "Project").

RECOMMENDATION

It is recommended that the City Council open and conduct a hearing on the adoption of the proposed Resolution of Necessity, receive from the staff the evidence stated and referred to herein, take testimony from the property owners or their representatives if they ask to be heard on issues A, B, C, and D set forth below, and consider all the evidence.

If the City Council finds, based on its consideration of the studies, the evidence contained and referred to in this staff report, the testimony and comments received during the public review and planning process, all other testimony that may be presented, and all other evidence and records pertaining to this matter, that the evidence warrants the necessary findings as to the proposed Resolution of Necessity, then staff recommends that the City Council, in the exercise of its discretion, adopt the Resolution of Necessity and authorize and direct that eminent domain proceedings be filed to acquire the subject property.

BACKGROUND

The City Council has before it a request from staff to consider adoption of one (1) Resolution of Necessity regarding the taking of roadway and slope easement rights over a portion of real property (APN 3052-006-001 and -002) located on the southeast corner of Avenue S-8 and 40th Street East (the "Subject Property"), as identified on the Roadway Easement labeled as Exhibit "B", and the Slope Easement labeled as Exhibit "B-1", and as more fully described in the Resolution of Necessity. The owner set forth on Exhibit "A" has been given notice of this hearing pursuant to statute.

The environmental impacts of the acquisition described in the proposed Resolution of Necessity were considered in connection with the adoption of the environmental document for the Project. On March 14, 2019, the Planning Commission approved a Mitigated Negative Declaration for the Project and adopted Resolution No. PC 2019-002. Subsequently, a Notice of Determination was issued by the City Planning Department on February 20, 2019. On May 6, 2019, Caltrans issued a Categorical Exemption for NEPA clearance.

On March 14, 2019, the Planning Commission of the City of Palmdale, by adoption of Resolution No. PC 2019-002, found that the proposed acquisition of right of way and easements along Avenue S-8 and 40th Street East for the Project is consistent with the General Plan Land Use Designation of SFR-3 (Single Family Residential) and a zoning designation of R-7000 (Single –Family Residential, 7,000 square foot minimum lot size) is consistent with the General Plan. The Subject Property is located on the southeast corner of Avenue S-8 and 40th Street East. An environmental initial study for the Project was signed by the City Planning Department on March 18, 2019, and no significant adverse impacts were identified. The proposed acquisition is in furtherance of the Project.

To adopt a Resolution of Necessity, the City Council must find and determine that:

- A. The public interest and necessity require the Project;
- B. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- C. The Subject Property is necessary for the proposed project; and
- D. The offer required by Section 7267.2 of the Government Code has been made to the owners of record.

These hearings relate only to issues A, B, C, and D above as they may apply to the subject property. Any other issues, including value, are not proper subjects for these hearings.

DISCUSSION

Staff recommends the following:

A. The Public Interest and Necessity Require the Project.

The Project seeks to construct a roundabout at the intersection of Avenue S-8 and 40th Street East in the City of Palmdale. The proposed roundabout will allow roadway users to complete left turns without stopping traffic flow and would minimize the frequency of rear-end or sideswipe type collisions. The roundabout will include entrance and exit lanes at 40th Street East (north), 40th Street East (south), Avenue S-8 (west), and Avenue S-8 (east). Single one-way lanes will be constructed for traffic turning right along northbound 40th Street East to eastbound Avenue S-8, and from westbound Avenue S-8 to northbound 40th Street East. Sidewalks will be constructed around the roundabout. Pedestrian crossings will be provided at each

entrance and exit. Proposed sidewalks will connect to existing sidewalks along the west side of 40th Street East and the south side of Avenue S-8 (west). Curbs and ramps will be upgraded to comply with Americans with Disabilities Act (ADA) standards

The acquisition is required in the interest of public safety, particularly as traffic volumes increase along this corridor in the future.

B. The Project is Planned and Located in the Manner That Will be Most Compatible with the Greatest Public Good and the Least Private Injury.

The Project will provide improved traffic, pedestrian, and bicycle safety; increased traffic capacity; improved bicycle, pedestrian, and disabled access; and an improved visual environment. The Subject Property is vacant; no occupants will be displaced due to the acquisition.

C. The Property is Necessary for the Project.

The Project will provide improved traffic, pedestrian, and bicycle safety; increased traffic capacity; improved bicycle, pedestrian, and disabled access; and an improved visual environment. The Subject Property is important and integral to the Project as planned and is therefore necessary for the overall Project.

D. The Offer Required by Government Code Section 7267.2 Has Been Made to the Owners of Record.

The offer to purchase the Subject Property required by Government Code Section 7267.2 has been sent by the City as set forth on Exhibit "A" to the owners of record of the Subject Property. The offer has not resulted in a negotiated agreement of sale.

FISCAL IMPACT

The costs of acquisition of the Subject Property interests have been included in the City's budget for fiscal year 2020-2021, located in Account No. S0066240 and S0066208, Avenue S-8 and 40th Street East Roundabout Project.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Report to Mayor and City Council
Re: Resolution No.CC 2021-022, Resolution of Necessity
April 6, 2021
Page 4

Prepared by:	Chuck Heffernan P.E., Director of Public Works
Certified as to availability of Funds:	Keith Kang, Finance Manager
Approved by:	J.J. Murphy, ICMA-CM, City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENTS

Exhibit A – Owner Information
Exhibit B - Road Easement Take Map
Exhibit B-1 Slope Easement Map

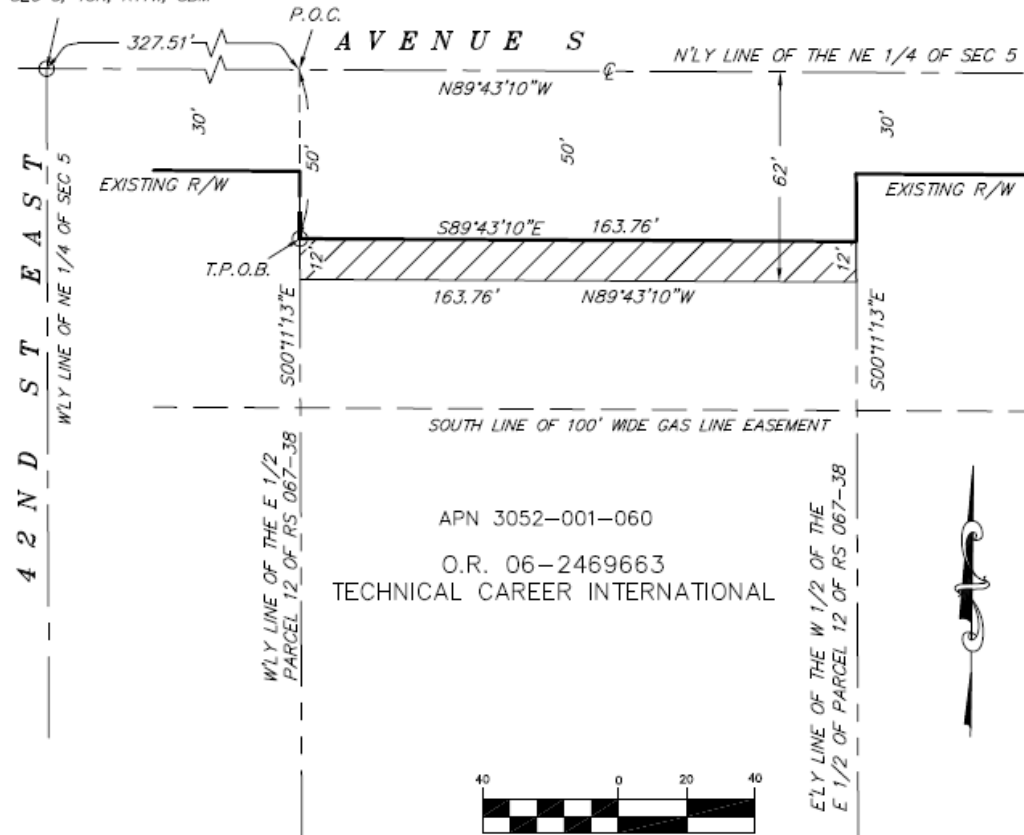
EXHIBIT A

Resolution No.	Parcel Number	Name of Owner	Date of Offer
CC 2020-xxx	APN 3052-006-001	TK Properties, LLC, a California Limited Liability Company	October 13, 2020

EXHIBIT B

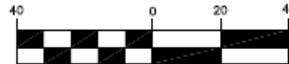
PORTION OF SEC 5, T5N, R11W, SBM
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

NW COR OF NE 1/4 OF
SEC 5, T5N, R11W, SBM



APN 3052-001-060

O.R. 06-2469663
TECHNICAL CAREER INTERNATIONAL



(IN FEET)
1 inch = 40 ft.

BASIS OF BEARING

THE CENTERLINE OF AVE S OF SEC 6, T5N, R11W,
SMB, HAVING A BEARING OF N89°44'09\"W AS SHOWN
ON TRACT NO. 43665 MB1043 PGS 37-43

LEGEND

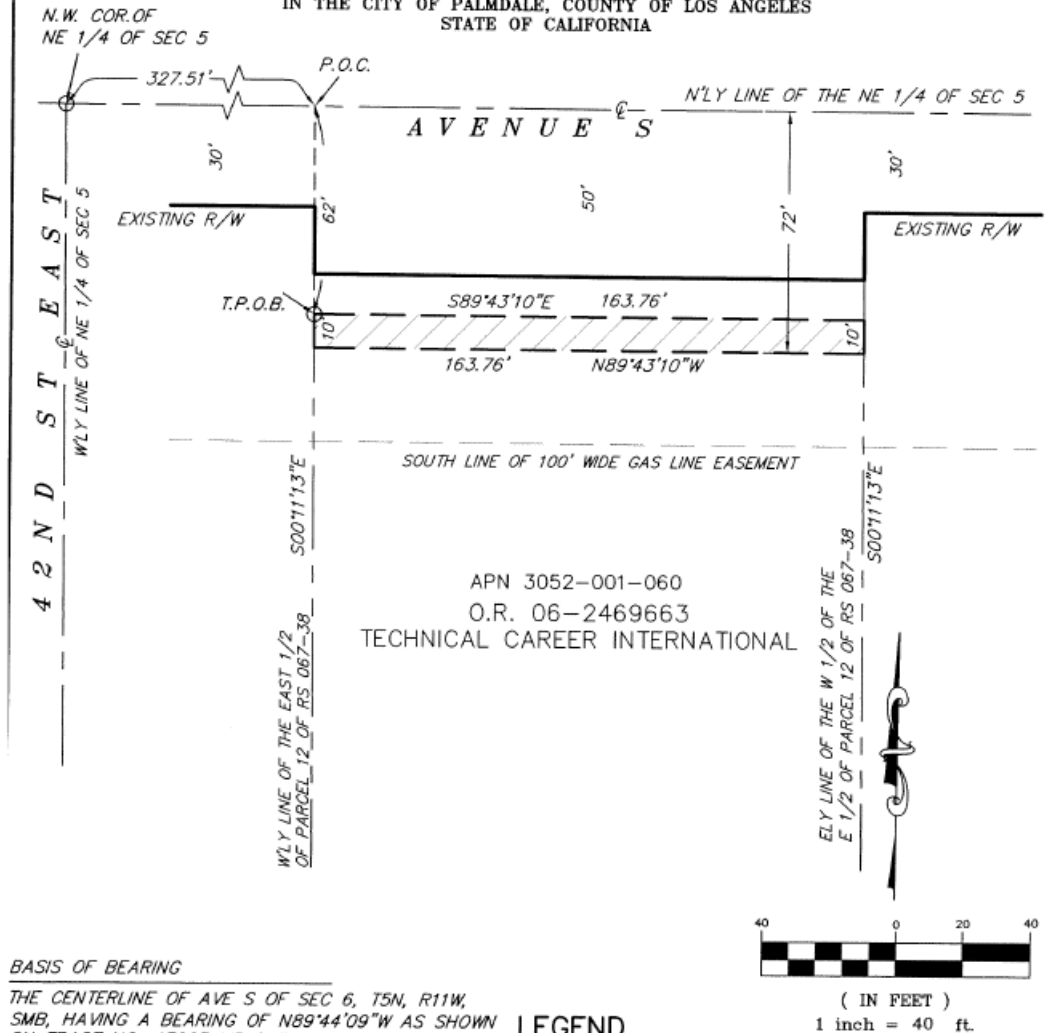
- — — — — CENTERLINE (C)
- — — — — PROPERTY LINE
- - - - - EXISTING EASEMENT
- — — — — EXISTING RIGHT-OF-WAY
- INDICATES LIMITS OF THE PROPOSED
BIKEWAY EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

BIKEWAY EASEMENT

JT ENGINEERING
ENGINEERING TECHNOLOGY
Civil/Structural Engineering • Planning • Land Surveying
33336 N. Agua Dulce Cyn. Rd. #103, Agua Dulce, CA 91390
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EXHIBIT B-1

PORTION OF SEC 5, T5N, R11W, SBM
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



BASIS OF BEARING

THE CENTERLINE OF AVE S OF SEC 6, T5N, R11W, SBM, HAVING A BEARING OF N89°44'09"W AS SHOWN ON TRACT NO. 43665 MB1043 PGS 37-43

TEMP. CONSTRUCTION EASEMENT

JT ENGINEERING
ENGINEERING  TECHNOLOGY
Civil/Structural Engineering • Planning • Land Surveying
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LEGEND


— — — — —	CENTERLINE (CL)
— — — — —	EXISTING RIGHT OF WAY
— — — — —	PROPERTY LINE
— — — — —	EXISTING EASEMENT
	INDICATES LIMITS OF TEMPORARY CONSTRUCTION EASEMENT
P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING

EXHIBIT B

PORTION OF SEC 5, T5N, R11W, SBM
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

P.O.C.
NW COR. OF THE NE 1/4
OF THE SW 1/4 OF SEC. 5,
T5N, R11W, SBM

N'LY LINE OF THE NE 1/4 OF THE
SW 1/4 OF SEC 5, T5N, R11W, SBM

AVENUE S-8

40TH STREET EAST

W'LY LINE OF THE NE 1/4 OF THE
SW 1/4 OF SEC 5, T5N, R11W, SBM

W 1/2 OF THE W 1/2 OF N 1/2
OF THE NE 1/4 OF THE SW 1/4 OF
SEC. 5, T5N, R11W, SBM

E'LY LINE OF THE W 1/2 OF THE W 1/2 OF
THE N 1/2 OF THE NE 1/4 OF THE SW 1/4
OF SEC. 5, T5N, R11W, SBM

APN 3052-006-001

APN 3052-006-002

S'LY LINE OF THE N 1/2 OF THE NE 1/4
OF THE SW 1/4 OF SEC 5, T5N, R11W, SBM

30' UTILITY ESMN'T REC. 12/4/72 PER
DOC. NO. 1854, O.R.

P.O.B.

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N89°59'17"W
L2	57.73'	N00°00'43"E
L3	32.20'	N03°49'08"W
L4	62.57'	N12°32'09"E
L5	140.35'	N10°39'31"E
L6	35.06'	N00°06'03"W
L7	6.00'	N89°59'17"W
L8	84.88'	N86°20'40"E
L9	18.96'	N78°35'57"E
L10	15.60'	N73°49'24"E

CURVE TABLE			
CURVE	RADIUS	DELTA	LEN
C1	114.00	44°42'46"	88.96
C2	116.00	16°21'16"	33.11
C3	969.00	10°45'34"	181.97
C4	99.00	08°02'36"	13.90
C5	761.00	03°16'03"	43.40
C6	89.00	32°55'46"	51.15



(IN FEET)
1 inch = 100 ft.

ROAD EASEMENT

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LEGEND










-  CENTERLINE (C)
-  EXISTING RIGHT OF WAY
-  PROPERTY LINE
-  EXISTING EASEMENT
-  INDICATES LIMITS OF THE PROPOSED
RIGHT OF WAY ACQUISITION
-  P.O.C.
-  P.O.B.
-  POINT OF COMMENCEMENT
-  POINT OF BEGINNING

EXHIBIT B - 1

PORTION OF SEC 5, T5N, R11W, SBM
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

P.O.C.
NW COR. OF THE NE 1/4
OF THE SW 1/4 OF SEC. 5,
T5N, R11W, SBM

N'LY LINE OF THE NE 1/4 OF THE
SW 1/4 OF SEC 5, T5N, R11W, SBM

AVENUE S-8

P.O.T.

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.50'	N89°59'17"W
L2	35.06'	N00°06'03"W
L3	140.31'	N10°39'31"E
L4	62.53'	N12°32'09"E
L5	32.20'	N03°49'08"W
L6	15.60'	N73°49'24"E
L7	18.79'	N78°35'57"E
L8	84.55'	N86°20'40"E

CURVE TABLE			
CURVE	RADIUS	DELTA	LEN
C1	966.50	10°45'34"	181.50
C2	118.50	16°21'16"	33.82
C3	111.50	44°42'46"	87.01
C4	86.50	32°55'46"	49.71
C5	763.50	03°16'03"	43.44
C6	96.50	08°02'36"	13.55

W'LY LINE OF THE NE 1/4 OF THE
SW 1/4 OF SEC 5, T5N, R11W, SBM

40TH STREET EAST

EX. R/W

620.00'

APN 3052-006-001

S'LY LINE OF THE N 1/2 OF THE NE 1/4
OF THE SW 1/4 OF SEC 5, T5N, R11W, SBM

30' UTILITY ESMN'T REC. 12/4/72 PER
DOC. NO. 1854, O.R.

N89°59'17"W 331.67'

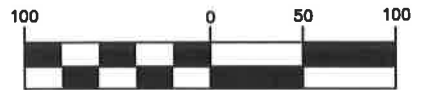
P.O.B.

E'LY LINE OF THE W 1/2 OF THE N 1/2 OF
THE N 1/2 OF THE NE 1/4 OF THE SW 1/4 OF
SEC. 5, T5N, R11W, SBM

660.00'

N00°06'03"W

APN 3052-006-002



(IN FEET)
1 inch = 100 ft.

LEGEND

— — — — — CENTERLINE (C)
— — — — — EXISTING RIGHT OF WAY
— — — — — PROPERTY LINE
— — — — — EXISTING EASEMENT



INDICATES LIMITS OF THE PROPOSED
SLOPE EASEMENT ACQUISITION

P.O.C.
P.O.B.
P.O.T.

POINT OF COMMENCEMENT
POINT OF BEGINNING
POINT OF TERMINUS

SLOPE EASEMENT

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CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
RESOLUTION NO. CC 2021-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
DECLARING CERTAIN EASEMENT RIGHTS NECESSARY FOR THE
CONSTRUCTION OF AVENUE S-8 AND 40TH STREET EAST
ROUNDBOUT PROJECT (TK PROPERTIES LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY, APNs 3052-006-001 and 3052-006-002)

WHEREAS, The City of Palmdale wishes to acquire a 29,558 square foot roadway easement and a 3,991 square foot slope easement on portions of real property described herein below (APN 3052-006-001 and 3052-006-002) for public use by the exercise of the power of eminent domain. The acquisition of such easement rights is required to complete the construction of improvements approved in connection with the Avenue S-8 and 40th Street East Project ("the Project"). A general description of the Project is contained in the Staff Report dated April 6, 2021, and incorporated by reference; and

WHEREAS, Pursuant to Chapter 4, Title 7, Part 3 of the Code of Civil Procedure, written notice of the intent to consider the adoption of this resolution of necessity was sent on March 19, 2021 to the owner of record of the said property. A written request to appear was not received the owner; and

WHEREAS, Due consideration of all oral and documentary evidence introduced has been given; and

WHEREAS, A Mitigated Negative Declaration for the Project was approved by the City Planning Commission on March 14, 2019, and the City Planning Department issued a Notice of Determination on February 20, 2019. The proposed acquisition is in furtherance of the Project; and

WHEREAS, On March 14, 2019, the Planning Commission of the City of Palmdale, by adoption of Resolution No. PC-2019-002, found that the proposed acquisition of the aforementioned easements rights for the Project are consistent with the General Plan.

WHEREAS, On May 6, 2019, Caltrans issued a Categorical Exemption for NEPA Clearance.

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 findings and declarations contained in this resolution are based upon the record with respect to the Project before the Planning Commission at its meeting of March 14, 2019, and the testimony, records and documents produced at the hearings, all of which are incorporated by this reference.

SECTION 2. The real property to be acquired consists of a 29,558 square foot roadway easement and a 3,991 square foot slope easement over those certain portions of real property more specifically described in Exhibits “A”, “B”, “A-1”, “B-1”, attached hereto and made a part hereof. Such easement rights will include those rights necessary to construct the required public improvements.

SECTION 3. The said easements to be acquired for the Project pursuant to the authority granted in California Constitution Article I Section 19; California Government Code Sections 37350, 37350.5, 40401 and 40404; Title 7, Part 3 of the Code of Civil Procedure; and other provisions of law;

SECTION 4. The public interest and necessity require the Project.

SECTION 5. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

SECTION 6. The real property interests described herein are necessary for the Project; and

SECTION 7. The offer required by Section 7267.2 of the Government Code has been made to the owners of record.

Special counsel, Price, Postel & Parma LLP are hereby AUTHORIZED AND EMPOWERED.

To acquire in the City of Palmdale’s name, by condemnation, the said easement interests in accordance with the provisions of the eminent domain law, the Code of Civil Procedure, and the Constitution of California.

To prepare and prosecute in the City of Palmdale’s name such proceedings in the proper court as are necessary for such acquisition; and

To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the City of Palmdale to take immediate possession and use said property for said public uses and purposes.

SECTION 8. The City Clerk shall certify to the adoption of the resolution.

PASSED, APPROVED and ADOPTED this 6th day of April 2021.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Christopher L. Beck
City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of April, 2021 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Shanae S. Smith, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION
ROAD EASEMENT

A PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND, DESCRIBED AS FOLLOWS:

PARCEL1

COMMENCING AT THE NORTHWEST CORNER OF SAID OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, BEING THE CENTERLINE INTERSECTION OF AVENUE S-8 (40.00 FEET SOUTHERLY HALF-WIDTH) AND 40TH STREET EAST (25.00 FEET EASTERLY HALF-WIDTH);

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, ALSO BEING THE CENTERLINE OF 40TH STREET EAST, SOUTH 00°06'03" EAST, 660.00 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89°59'17" EAST, 25.00 FEET TO A LINE PARALLEL WITH AND 25.00 FEET EASTERLY OF THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, BEING THE EASTERLY RIGHT OF WAY LINE OF 40TH STREET EAST, AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE NORTH 00°06'03" WEST, 620.00 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 40.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AVENUE S-8;

THENCE ALONG SAID LAST-MENTIONED PARALLEL LINE AND THE SOUTHERLY RIGHT OF WAY LINE OF AVENUE S-8, SOUTH 89°59'17" EAST, 91.23 FEET TO **POINT "A"**, HEREINAFTER REFERED TO FOR THIS DESCRIPTION;

THENCE AT RIGHT ANGLES, SOUTH 00°00'43" WEST, 57.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 114.00 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 49°06'22" WEST;

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 44°42'46", AN ARC DISTANCE OF 88.96 FEET;

THENCE SOUTH 03°49'08" EAST, 32.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 116.00 FEET;

THENCE SOUTHERLY ALONG SAID LAST-MENTIONED TANGENT CURVE THROUGH A CENTRAL ANGLE OF 16°21'16", AN ARC DISTANCE OF 33.11 FEET;

THENCE SOUTH 12°32'09" WEST, 62.57 FEET;

THENCE SOUTH 10°39'31" WEST, 140.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 969.00 FEET;

THENCE ALONG SAID LAST-MENTIONED TANGENT CURVE THROUGH A CENTRAL ANGLE OF 10°45'34", AN ARC DISTANCE OF 181.97 FEET TO A LINE PARALLEL WITH AND 31.00 FEET EASTERLY OF THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID LAST-MENTIONED PARALLEL LINE SOUTH 00°06'03" EAST, 35.06 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID LAST-MENTIONED SOUTHERLY LINE NORTH 89°59'17" WEST, 6.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 40TH STREET EAST AND THE **POINT OF BEGINNING**.

TO BE KNOWN AS "**40TH STREET EAST**".

PARCEL 2

BEGINNING AT POINT "A" PREVIOUSLY DESCRIBED IN PARCEL 1, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AVENUE S-8 (40.00 FEET HALF-WIDTH);

THENCE EASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AVENUE S-8, SOUTH 89°59'17" EAST, 215.44 FEET TO THE EASTERLY LINE OF THE

WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5;

THENCE SOUTH $86^{\circ}20'40''$ WEST, 84.88 FEET;

THENCE SOUTH $78^{\circ}35'57''$ WEST, 18.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 99.00 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF $8^{\circ}02'36''$, AN ARC DISTANCE OF 13.90 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORHTERLY AND HAVING A RADIUS OF 761.00 FEET;

THENCE WESTERLY ALONG SAID REVERSING CURVE THROUGH A CENTRAL ANGLE OF $3^{\circ}16'03''$, AN ARC DISTANCE OF 43.40 FEET;

THENCE SOUTH $73^{\circ}49'24''$ WEST, 15.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 89.00 FEET;

THENCE WESTERLY ALONG SAID LAST-MENTIONED TANGENT CURVE THROUGH A CENTRAL ANGLE OF $32^{\circ}55'46''$, AN ARC DISTANCE OF 51.15 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 114.00 FEET;

THENCE LEAVING SAID POINT OF COMPOUND COURVE NORTH $00^{\circ}00'43''$ EAST, 57.73 FEET TO **POINT "A"** AND THE **POINT OF BEGINNING**.

TO BE KNOWN AS **"AVENUE S-8"**.

THE ABOVE LAND DESCRIBED AS PARCEL 1 AND PARCEL 2 CONTAINS 29,558 SQUARE FEET (0.68 ACRES), MORE OR LESS.

REFERENCE IS HEREBY MADE TO EXHIBIT "B" ATTACHED HERETO FOR ILLUSTRATION PURPOSES OF THE FORGOING DESCRIPTION.

THIS DOCUMENT IS PREPARED BY ME, ELIAS CHAIJ, PLS 8908.



ELIAS CHAIJ P.L.S. 8908
EXP. 09/30/20

JANUARY 7, 2020
DATE



EXHIBIT B

PORTION OF SEC 5, T5N, R11W, SBM
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

P.O.C.
NW COR. OF THE NE 1/4
OF THE SW 1/4 OF SEC. 5,
T5N, R11W, SBM

N'LY LINE OF THE NE 1/4 OF THE
SW 1/4 OF SEC 5, T5N, R11W, SBM

AVENUE S-8

40TH STREET EAST

W'LY LINE OF THE NE 1/4 OF THE
SW 1/4 OF SEC 5, T5N, R11W, SBM

W 1/2 OF THE W 1/2 OF N 1/2
OF THE NE 1/4 OF THE SW 1/4 OF
SEC. 5, T5N, R11W, SBM

E'LY LINE OF THE W 1/2 OF THE W 1/2 OF
THE N 1/2 OF THE NE 1/4 OF THE SW 1/4
OF SEC. 5, T5N, R11W, SBM

APN 3052-006-001

APN 3052-006-002

S'LY LINE OF THE N 1/2 OF THE NE 1/4
OF THE SW 1/4 OF SEC 5, T5N, R11W, SBM

30' UTILITY ESMN'T REC. 12/4/72 PER
DOC. NO. 1854, O.R.

P.O.B.

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N89°59'17"W
L2	57.73'	N00°00'43"E
L3	32.20'	N03°49'08"W
L4	62.57'	N12°32'09"E
L5	140.35'	N10°39'31"E
L6	35.06'	N00°06'03"W
L7	6.00'	N89°59'17"W
L8	84.88'	N86°20'40"E
L9	18.96'	N78°35'57"E
L10	15.60'	N73°49'24"E

CURVE TABLE			
CURVE	RADIUS	DELTA	LEN
C1	114.00	44°42'46"	88.96
C2	116.00	16°21'16"	33.11
C3	969.00	10°45'34"	181.97
C4	99.00	08°02'36"	13.90
C5	761.00	03°16'03"	43.40
C6	89.00	32°55'46"	51.15



(IN FEET)
1 inch = 100 ft.

ROAD EASEMENT

JT ENGINEERING
ENGINEERING TECHNOLOGY
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Phone (661) 268-8899 Fax (661) 268-1936

www.jtengineering.com

LEGEND

- CENTERLINE (C)
- EXISTING RIGHT OF WAY
- PROPERTY LINE
- EXISTING EASEMENT
- /// INDICATES LIMITS OF THE PROPOSED RIGHT OF WAY ACQUISITION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

EXHIBIT A-1
LEGAL DESCRIPTION
SLOPE EASEMENT

A PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 5.00 FEET IN WIDTH, 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, BEING THE CENTERLINE INTERSECTION OF AVENUE S-8 (40.00 FEET SOUTHERLY HALF-WIDTH) AND 40TH STREET EAST (25.00 FEET EASTERLY HALF-WIDTH);

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, ALSO BEING THE CENTERLINE OF 40TH STREET EAST, SOUTH 00°06'03" EAST, 660.00 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89°59'17" EAST, 33.50 FEET TO A LINE PARALLEL WITH AND 33.50 FEET EASTERLY OF THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE NORTH 00°06'03" WEST, 35.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 966.50 FEET;

THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 10°45'34", AN ARC DISTANCE OF 181.50 FEET;

THENCE NORTH 10°39'31" EAST, 140.31 FEET;

THENCE NORTH 12°32'09" EAST, 62.53 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 118.50 FEET;

THENCE NORTHERLY ALONG SAID LAST-MENTIONED TANGENT CURVE THROUGH A CENTRAL ANGLE OF $16^{\circ}21'16''$, AN ARC DISTANCE OF 33.82 FEET;

THENCE NORTH $03^{\circ}49'08''$ WEST, 32.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 111.50 FEET;

THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ}42'46''$, AN ARC DISTANCE OF 87.01 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 86.50 FEET;

THENCE EASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF $32^{\circ}55'46''$, AN ARC DISTANCE OF 49.71 FEET;

THENCE NORTH $73^{\circ}49'24''$ EAST, 15.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 763.50 FEET;

THENCE EASTERLY ALONG SAID LAST-MENTIONED TANGENT CURVE THROUGH A CENTRAL ANGLE OF $03^{\circ}16'03''$, AN ARC DISTANCE OF 43.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 96.50 FEET;

THENCE EASTERLY ALONG SAID REVERSING CURVE THROUGH A CENTRAL ANGLE OF $08^{\circ}02'36''$, AN ARC DISTANCE OF 13.55 FEET;

THENCE NORTH $78^{\circ}35'57''$ EAST, 18.79 FEET;

THENCE NORTH $86^{\circ}20'40''$ EAST, 84.55 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 5.00-FOOT STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED EASTERLY TO TERMINATE ON THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, AND SOUTHERLY TO TERMINATE ON THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5.

THE ABOVE DESCRIBED LAND CONTAINS 3,991 SQUARE FEET (0.09 ACRES), MORE OR LESS.

REFERENCE IS HEREBY MADE TO EXHIBIT "B" ATTACHED HERETO FOR ILLUSTRATION PURPOSES OF THE FORGOING DESCRIPTION.

THIS DOCUMENT IS PREPARED BY ME, ELIAS CHAIJ, PLS 8908.



ELIAS CHAIJ P.L.S. 8908
EXP. 09/30/20

JANUARY 7, 2020
DATE



EXHIBIT B-1

PORTION OF SEC 5, T5N, R11W, SBM
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

P.O.C.
NW COR. OF THE NE 1/4
OF THE SW 1/4 OF SEC. 5,
T5N, R11W, SBM

N'LY LINE OF THE NE 1/4 OF THE
SW 1/4 OF SEC 5, T5N, R11W, SBM

AVENUE S-8

P.O.T.

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.50'	N89°59'17"W
L2	35.06'	N00°06'03"W
L3	140.31'	N10°39'31"E
L4	62.53'	N12°32'09"E
L5	32.20'	N03°49'08"W
L6	15.60'	N73°49'24"E
L7	18.79'	N78°35'57"E
L8	84.55'	N86°20'40"E

CURVE TABLE			
CURVE	RADIUS	DELTA	LEN
C1	966.50	10°45'34"	181.50
C2	118.50	16°21'16"	33.82
C3	111.50	44°42'46"	87.01
C4	86.50	32°55'46"	49.71
C5	763.50	03°16'03"	43.44
C6	96.50	08°02'36"	13.55

W'LY LINE OF THE NE 1/4 OF THE
SW 1/4 OF SEC 5, T5N, R11W, SBM

40TH STREET EAST

EX. R/W

620.00'

W 1/2 OF THE W 1/2 OF N 1/2
OF THE NE 1/4 OF THE SW 1/4 OF
SEC. 5, T5N, R11W, SBM

APN 3052-006-001

E'LY LINE OF THE W 1/2 OF THE W 1/2 OF
THE N 1/2 OF THE NE 1/4 OF THE SW 1/4
OF SEC. 5, T5N, R11W, SBM

660.00'

N00°06'03"W

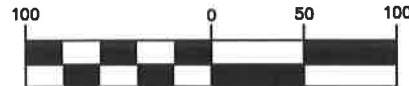
S'LY LINE OF THE N 1/2 OF THE NE 1/4
OF THE SW 1/4 OF SEC 5, T5N, R11W, SBM

30' UTILITY ESMN'T REC. 12/4/72 PER
DOC. NO. 1854, O.R.

N89°59'17"W 331.67'

P.O.B.

APN 3052-006-002



(IN FEET)
1 inch = 100 ft.

LEGEND

- — — — — CENTERLINE (C)
- — — — — EXISTING RIGHT OF WAY
- — — — — PROPERTY LINE
- — — — — EXISTING EASEMENT
- INDICATES LIMITS OF THE PROPOSED
SLOPE EASEMENT ACQUISITION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS

SLOPE EASEMENT

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www.jtengineering.com

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk

FROM: Laura Bettencourt, Mayor Pro Tem

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: April 1, 2021

During the period February 25 through April 1, 2021, I attended the following meetings and events:

February 25: LA Metro Board Meeting

February 25: League of California Cities' FPPC Webinar

February 28: Traffic Reduction Study Virtual Meeting

March 2: Palmdale City Council Meeting

March 3: Group Photo for Yellen Park Monument Sign

March 9: CIP Update Meeting

March 16: Palmdale City Council Workshop

March 24: Rancho Vista Park Groundbreaking

March 29: Community Engagement Meeting on Public Safety Issues

*Also met with multiple nonprofits and constituents.

**City of Palmdale
Office of the City Council**

M E M O R A N D U M

TO: City Clerk

FROM: Austin Bishop, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: April 1, 2021

During the period February 25 through April 1, 2021, I attended the following meetings and events:

February 27: Desert Clean Up Event

March 2: Palmdale City Council Meeting

March 6: Desert Clean Up Event

March 13: Desert Clean Up Event

March 16: Antelope Valley Air Quality Management District (AVAQMD) Meeting

March 16: Palmdale City Council Workshop

March 20: Desert Clean Up Event

March 24: Rancho Vista Park Groundbreaking

March 24: Congressman Garcia's Virtual Townhall

March 27: Desert Clean Up Event

March 27: Spring Food Distribution at AVTA

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk

FROM: Juan Carrillo, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: April 1, 2021

During the period February 25 through April 1, 2021, I attended the following meetings and events:

February 27: Desert Clean Up Event

March 2: Palmdale City Council Meeting

March 3: Group Photo for Yellen Park Monument Sign

March 4: SCAG Joint Policy Committees Meeting

March 4: SCAG Regional Council

March 16: City Council Workshop

March 24: Rancho Vista Park Groundbreaking

March 24: Congressman Garcia's Virtual Townhall

March 26: The Palmdale Aerospace Academy (TPAA) Partnership Meeting

March 27: Spring Food Distribution at AVTA

March 29: Community Engagement Meeting on Public Safety Issues

April 1: SCAG Community, Economic & Human Development (CE&HD)
Committee Meeting

April 1: SCAG Regional Council