PALMDALE

a place to call home

CITY COUNCIL
PALMDALE FINANCING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, APRIL 17, 2024
5:00 PM
www.cityofpalmdale.org

WELCOME

1. **CALL MEETING TO ORDER**

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

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

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

4. **PRESENTATION**

   4.1 Certificate of Recognition to Kalkidan Samuel of Pete Knight High School a 2024 Edison Scholar.

<u>PUBLIC COMMENT RULES:</u>

"(California Government Code Section 54954.3).
(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2 [section omitted].

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

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

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

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

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

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

6.2 Approve Agreement with PFD Management, Inc. to provide Concession Services at DryTown Water Park, for revenues of $42,000 annually for a term of three years with the option to extend two one-year terms.
SR Agrmt No. A-8766 with PFD Management Inc.docx
Agrmt No. A-8766 with PFD Management, Inc.pdf
Exh A to Agrmt No. A-8766 with PFD Management, Inc.pdf

6.3 Approve Second Amendment with Pacific West Sound, Inc. to provide Audio Production and Equipment Services at the Palmdale Amphitheater to increase the amount of the agreement by $680,300 for a total amount not to exceed $946,500 for a three-year term through June 30, 2025, with the option to extend two

additional one-year terms.
SR Agrmt No. A-7866 Second Amendment Contract with Pacific West Sound Inc.docx
Agrmt No. A-7866 Second Amendment with Pacific West Sound Inc.pdf
Agrmt No. A-7866 First Amendment with Pacific West Sound Inc.pdf
Agrmt No. A-7866 with Pacific West Sound Inc.pdf

6.4 Approve Third Amendment to Legal Services Agreement with Bradley, Gmelich & Wellerstein, LLP for legal services to increase the amount of the Agreement by $400,000 for a total not to exceed amount of $1,390,000 for the remainder of the term through February 2025.
SR Agrmt No. A-7819 Third Amendment with Bradley, Gmelich & Wellerstein.docx
Agrmt No. A-7819 Third Amendment with Bradley Gmelich & Wellerstein.pdf
Agrmt No. A-7819 Second Amendment with Bradley Gmelich & Wellerstein.pdf
Agrmt No. A-7819 First Amendment with Bradley Gmelich & Wellerstein.pdf
Agrmt No. A-7819 with Bradley Gmelich & Wellerstein.pdf

6.5 Summary of the 2023 Annual Housing Element Progress Report.
SR 2023 Annual Housing Element Progress Report.docx
Rpt. 2023 Housing Element Annual Progress Report.pdf

6.6 Approve the Second Amendment to Agreement with Retail Strategies, LLC for retail attraction and recruitment services to increase the amount of the agreement BY $45,000, for a total not to exceed amount of $135,000 and extend the Agreement term by one year to April 1, 2025.
SR Agrmt No. A-7873 Second Amendment with Retail Strategies, LLC.docx
Agrmt No. A-7873 Second Amendment with Retail Strategies LLC.pdf
Agrmt No. A-7873 First Amendment with Retail Strategies, LLC.pdf
Agrmt No. A-7873 with Retail Strategies, LLC.pdf

6.7 Approve Final Tract Map No. 81337 (located between 65th Street West and 70th Street West, south of Avenue M).
SR Tract Map 81337.docx
Atch 1 Tract Map 81337.pdf

6.8 Approve the minutes from the April 3, 2024 meeting.
Minutes 04 03 2024 CC SA.pdf

7. JOINT CONSENT CALENDAR CC/PFA

7.1 Adopt Resolution No. CC 2024-030, a Resolution of the City Council of the City of Palmdale providing for the release of a portion of the real property securing the Lease Agreement, dated as of October 1, 2014, by and between the Palmdale Financing Authority and the City of Palmdale, assigned to TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation, and

authorizing and directing certain actions relating thereto, and Adopt Resolution No. PFA 2024-001, a Resolution of the Board of Directors of the Palmdale Financing Authority providing for the release of a portion of the real property securing the Lease Agreement, dated as of October 1, 2014, by and between the Palmdale Financing Authority and the City of Palmdale, assigned to TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation, and authorizing and directing certain actions relating thereto.

SR MKP COP Lease Amendments.docx
Reso. No. CC 2024-030.docx
Reso. No. PFA 2024-001.docx
Agrmt First Amendment to Site and Facility Lease.pdf
Agrmt First Amendment to Lease Agreement.pdf
Agrmt First Amendment to Assignment Agreement.pdf

8. **PUBLIC HEARING**

8.1 Adopt Resolution No. CC 2024-031, a Resolution of the City Council of the City of Palmdale to establish a Vehicle Miles Traveled (VMT) program which includes VMT Thresholds, VMT Analysis Requirements and Program; and establishes two new City fees: a VMT Analysis Fee and a VMT Impact Fee.

SR VMT Implementation.docx
Reso. No. CC 2024-031.docx
Atch 1 City of Palmdale SB 743 VMT Implementation Guidelines.pdf

8.2 Adopt Resolution No. CC 2024-048, a Resolution of the City Council of the City of Palmdale, approving a form of Density Bonus Agreement with Maison's Palmdale Blvd 150, LLC, to facilitate the construction of Tentative Tract Map 83359 located on the south side of Palmdale Boulevard between 50th Street East and 55th Street East (APN: 3023-002-084).

SR Reso. No. CC 2024-048.docx
Reso. No. CC 2024-048.docx
Exh A - Reso. No. CC 2024-048.docx
Exh B - Reso. No. CC 2024-048.docx
Exh C - Reso. No. CC 2024-048.docx
Atch - Reso. No. PC-2024-004.pdf
PPT Reso. No. CC 2024 048.pptx

9. **NEW BUSINESS**

9.1 Adopt Resolution CC 2024-018, a Resolution of the City Council approving the Five-Year Public Art Work Plan for projects in the City of Palmdale in accordance with Chapter 15.01 of the Palmdale Municipal Code.

SR Five Year Public Art Work Plan FY24-25.docx
Reso. No. CC 2024-018.docx
Exh A Five Year Work Plan.pdf

Exh B Five Year Public Art Work Plan Presentation.pdf

9.2 Approve Third Amendment to the Franchise Agreement between the City of Palmdale and Waste Management of California, Inc., dba Waste Management of Antelope Valley (WM) for Integrated Solid Waste Management services for one-time revenues of $8.6M plus an increase in annual franchise fees for a term of 10 years.

SR Agrmt No. A-5852 Third Amendment to Agreement with WM.docx
Agrmt No. A-5852 Third Amendment to Agreement with WM.pdf
Agrmt No. A-5852 Second Amendment with WM.pdf
Agrmt No. A-5852 First Amendment with WM.pdf
Agrmt No. A-5852 with WM.pdf

9.3 Staff follow-up response to April 3, 2024, City Council direction: Discussion on options for language interpretation services at council meetings.

SR Discussion on Options for Language Interpretation Services.docx

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

11. **CITY MANAGER'S REPORT**

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

13. **PRESENTATION BY CITY ATTORNEY**

13.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Land Developers & Associates Corporation v. Successor Agency to the Community Redevelopment Agency of the City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22AVCV01093
The closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

14. **ANNOUNCEMENT BY CITY ATTORNEY**

15. **ADJOURN** meeting to May 1, 2024, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

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

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

City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH PFD MANAGEMENT, INC. TO PROVIDE CONCESSION SERVICES AT DRYTOWN WATER PARK, FOR REVENUES OF $42,000 ANNUALLY FOR A TERM OF THREE YEARS WITH THE OPTION TO EXTEND TWO ONE-YEAR TERMS**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8766 with PFD Management, Inc. to provide concession services at DryTown Water Park for revenues of $42,000 annually for a term of three years with the option to extend two one-year terms; and,

2. Authorize the City Manager or her designee to execute Agreement No. A-8766 with PFD Management, Inc., including minimal and/or non-substantive changes.

BACKGROUND

DryTown Water Park opened in 2006, and park concession services have been operated by a contractor since 2008. Due to the water park's seasonal nature, contracting concession personnel is cost-effective and allows for greater purchasing power, industry expertise and knowledge, assurance of quality control, and compliance.

Concession services include full-service food and beverage offerings, which include freshly-prepared hot meals, convenience, and snack items. The concessionaire operates two park food service locations and proposes introducing mobile service items in the upcoming season. Our current concession agreement with PFD Management, Inc. expired on March 31, 2024, and the park is scheduled to open on May 24, 2024.

DISCUSSION

PFD Management, Inc. has provided DryTown Water Park concession services from 2018 to 2023. Park visitors often express high satisfaction regarding the food quality, the diversity of the menu offerings, and the generous portion sizes available. PFD Management, Inc. has also continued to expand healthy menu options and offers a variety of items from different cuisines.

The City released a Request for Proposal (RFP) No. 23-001-4440 for Concession Services for DryTown Water Park on October 26, 2023. Notifications were released through PlanetBids and sent to 35 food service vendors. The City received one complete proposal and one incomplete proposal.

Staff received and evaluated PFD Management, Inc.'s proposal and determined it to meet all requirements outlined in the RFP. Proposal details include group pricing, affordable price points, expanded food distribution areas, and a streamlined menu to expedite service. Our past experience with PFD Management, Inc. has demonstrated excellent quality control, trustworthy business practices, and a product that park guests enjoy. It is recommended that Agreement No. A-8766 be awarded to PFD Management, Inc. The contract term will be for three years, from April 22, 2024 through April 21, 2027 with the option to extend two additional one-year terms.

FISCAL IMPACT

$42,000 annually in revenue. Terms of the agreement include compensation to the City in accordance with the below schedule:

Year	Percent of Sales
Year One of the Agreement	13% of Gross Sales Provided to the City
Year Two of the Agreement	14% of Gross Sales Provided to the City
Year Three of the Agreement	15% of Gross Sales Provided to the City

The City does not hire concession services; historically, the vendor manages sales and compensates the City for a portion of sales. Over the last three fiscal years, in partnership with PFD Management, Inc., the City has received an average of $42,000 annually in revenue. This is used to offset the costs of utilities, kitchen maintenance, and the upkeep of appliances in the concession stands. The previous split was 10% of gross sales, and the current agreement proposes an increase to 13% with an annual escalator. PFD's menu pricing is positioned below that of comparable water and theme parks. This is highlighted by the average per capita spending on food and beverages of $5.25 per patron in recent years, below the industry average of $11.09.

STRATEGIC PLAN

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

D. Develop and maintain diverse programs and events that inspire growth, pride, and lifelong learning.

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

ATTACHMENTS

Agrmt No. A-8766 with PFD Management, Inc.
Exh A to Agrmt No. A-8766 with PFD Management, Inc.

CITY OF PALMDALE
DRYTOWN WATER
PARK

Agreement No.A-8766
Between the City of Palmdale andPFD Management Inc

THIS CONTRACT FOR SERVICES is made and entered into by and between the City of Palmdale a public body corporate and politic**,** (hereinafter called "CITY"), and PFD MANAGEMENT INC.(hereinafter called "CONCESSIONAIRE") for concession services at DryTown Water Park, located at 3850-B East Avenue S in Palmdale, California. This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, CONCESSIONAIRE represents that CONCESSIONAIRE has the expertise and qualifications to perform the services described in this contract.
NOW THEREFORE, CITY and CONCESSIONAIRE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **TERM OF AGREEMENT**

The term of this agreement is Three 3 Years. CITY has the option of extending the agreement for two (2) additional one (1) year terms. CITY, through its City Manager, shall provide written notice to CONCESSIONAIRE of its intent to extend the agreement at least sixty (60) days prior to the end of the initial term.

2. **SCOPE OF SERVICE AND GENERAL PROVISIONS**

CONCESSIONAIRE shall provide directly to CITY concessionaire services for which the CITY cannot offer at its facility. Specifically, CONCESSIONAIRE shall offer for sale all meals, food, and non-alcoholic beverages, as specified in RFP 23-001-4440 Food Services for DryTown Water Park and the food and beverage list attached as Exhibit A, and hereby incorporated by reference, at DryTown Water Park.

3. **COMPENSATION AND PAYMENT SCHEDULE**

3.1 CONCESSIONAIRE can negotiate its own rates and has negotiated with CITY the following rate structure:
YEAR 1 –13% out of gross sales
YEAR 2 - 14% out of gross sales
YEAR 3 - 15% out of gross sales

3.2 CONCESSIONAIRE will collect and deposit all revenues received and, issue payments to CITY. CONCESSIONAIRE shall issue payment on, or before, the due 10th day of each month. A late fee of 5% per month will be assessed to any payment not received by the 10th day of the

month.

3.3 CONCESSIONAIRE will provide CITY, at the time of payment, daily and weekly gross sales reports and individual item sales reports (if applicable) from all concession points of sale at DryTown Water Park.

3.4 The failure of the CONCESSIONAIRE to make a timely compensation payment will be considered a material breach of this agreement.

3.5 PFD Management will also donate $500.00 each semester for scholarship through our scholarship program to DryTown Water Park staff who are enrolled in high school or college.

4. HOURS OF OPERATION

CONCESSIONAIRE is free to control the manner and method by which it provides concessionaire services to CITY and can set its own hours and location of work. CONCESSIONAIRE, in an effort to maximize its sales, requests to provide concessions during all operating hours of DryTown Water Park and during any private parties, park buy-outs, and other events. CITY agrees to this request.

5. USE OF EQUIPMENT AND FACILITIES

5.1 CONCESSIONAIRE provides its own tools, vehicles, and equipment to perform these services to CITY, however, it is authorized to use all concession facilities, including Dusty's Grill and all equipment located in Dusty's Grill.

5.2 CONCESSIONAIRE agrees to maintain any and all concession facilities and equipment in good order and repair, at levels and in manners satisfactory to CITY.

5.3 CONCESSIONAIRE, at its own expense, may purchase additional equipment as needed to prepare, store, or serve food and beverage items. CONCESSIONAIRE must first obtain written approval from CITY to make any major alterations to the set-up of Dusty's Grill (i.e. installation of new equipment).

5.4 CONCESSIONAIRE, at its own expense, shall provide and maintain in operation point of sale (POS) equipment necessary for the successful and efficient operation of all concession facilities. Equipment must be capable of processing credit card transactions.

6. INVENTORY

6.1 Prior to opening day of each operating season, CITY personnel and CONCESSIONAIRE will conduct an inventory of all equipment and agree upon the equipment contained in Dusty's Grill. At the conclusion of each operating season, CITY personnel and CONCESSIONAIRE will conduct a final inventory of all equipment contained in Dusty's Grill. CONCESSIONAIRE will be responsible for replacement costs of

any missing equipment or damage to any CITY equipment caused by the acts or omissions of CONCESSIONAIRE or any of its employees, officers, agents, or contractors.

6.2 At the conclusion of each Operating Season, CONCESSIONAIRE shall return Dusty's Grill to its clean, pre-use condition to CITY'S satisfaction. CITY will charge CONCESSIONAIRE, and CONCESSIONAIRE agrees to pay for any expense incurred in cleaning or returning Dusty's Grill to its clean, pre-use condition.

7. CONCESSIONAIRE STAFF AND CUSTOMER SERVICE

7.1 CONCESSIONAIRE shall provide and supervise sufficiently trained employees to render good service and perform necessary maintenance in Dusty's Grill and other concession points of sale.

7.2 CONCESSIONAIRE agrees that it shall not hire or retain any employee who is required to register under Penal Code Section 290, or who has been convicted of any crime of violence, or crime involving theft, or any felony, within the ten (10) previous years.

7.3 CONCESSIONAIRE shall furnish courteous, efficient, and quality service to meet the reasonable demands of CITY, and all DryTown Water Park customers. CONCESSIONAIRE shall control, and is responsible for, the conduct, demeanor, and appearance of its officers, agents, employees, representatives, guests, contractors, and others while doing business as provided herein.

8. CITY STAFF

8.1 CITY will support CONCESSIONAIRE and provide courteous and professional assistance when needed. CITY will communicate with CONCESSIONAIRE regarding birthday parties, group events, after-hour events, and to review Dusty's Grill operations.

8.2 CITY will attempt to address any issues presented to CITY regarding Dusty's Grill and work with CONCESSIONAIRE to resolve issues as quickly as possible.

9. COMPLIANCE WITH LAW

9.1 CONCESSIONAIRE 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 CONCESSIONAIRE uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONCESSIONAIRE.

9.2 CONCESSIONAIRE agrees to abide by all DryTown Water Park general rules and regulations. CITY will provide CONCESSIONAIRE a copy of all rules and regulations governing DryTown Water Park.

9.3 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.

10. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

10.1 In performance of this Contract, CONCESSIONAIRE shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status. CONCESSIONAIRE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status . Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The provisions of subsection 10.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONCESSIONAIRE for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONCESSIONAIRE 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.

11. MENU AND PRICING

11.1 CONCESSIONAIRE proposes to provide the menu identified in Exhibit A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, & A-8.

12. VENDORS/ SUPPLIES

12.1 CONCESSIONAIRE shall be responsible for selecting their own food and supplies vendors. All vendors shall be reputable and be selected not only because of price but also for food quality and overall customer service.

12.2 CONCESSIONAIRE, at its own expense, shall always carry in stock adequate food, beverages, and supplies items, as is customary in similar establishments, to render good service to patrons of DryTown Water Park. CONCESSIONAIRE shall be responsible for the procurement of all stock and other necessary materials at no cost to CITY. All food, beverages, and refreshments sold or kept for sale by the CONCESSIONAIRE, shall be first class in quality, wholesome and pure, and shall conform to all federal, state, and local food laws, ordinances, and regulations in all respects. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by the CONCESSIONAIRE. All merchandise kept on hand by CONCESSIONAIRE shall be stored and handled with due regard for sanitation and in compliance with all health regulations.

12.3 Due to exclusivity contracts already in place, CONCESSIONAIRE shall comply with CITY exclusive bottling agreements. CONCESSIONAIRE shall purchase, pay for, and serve only products sold by CITY exclusive bottling company.

13. NONEXCLUSIVE CONTRACT

It is agreed by the parties hereto that this Agreement is not an exclusive contract for such services between the CITY and CONCESSIONAIRE. CITY may, at its sole option, contract with other entities for concessions services providing products not in direct competition with items sold by CONCESSIONAIRE.

14. INDEPENDENT CONTRACTOR

CONCESSIONAIRE is customarily engaged in an independently established business providing catering and concessionaire services. CONCESSIONAIRE maintains a business location that is separate from DryTown Water Park or any other CITY facility. CONCESSIONAIRE advertises and holds itself out to the public as available to provide the same or similar services as provided in this Agreement, and contracts with other businesses to provide these services. CONCESSIONAIRE maintains a clientele without restrictions from CITY. CONCESSIONAIRE is required to have a business license to operate in the city of Palmdale and has obtained the required business license. CONCESSIONAIRE, in performing concession services, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. CONCESSIONAIRE is not an agent or employee of CITY and is not entitled to any benefits provided by CITY to its employees.

15. UTILITIES AND FIRE SUPPRESSION SYSTEMS

15.1 CITY shall pay the reasonable costs of providing water, gas, trash, telephone, electricity, and data lines. CONCESSIONAIRE shall pay all credit card fees related to conducting business at DryTown Water Park.

15.2 CITY shall pay for the annual inspection to comply with UL 300 Fire Marshall Code and the inspection of all fire extinguishers.

16. SIGNS AND ADVERTISEMENTS

CONCESSIONAIRE shall not erect, install, operate nor cause or permit to be erected, installed, or operated in or upon Dusty's Grill or DryTown Water Park, any sign or other similar advertising device without having first obtained prior written consent from CITY. CONCESSIONAIRE, at its own expense, shall install a new menu board that shall be mutually agreed upon by CONCESSIONAIRE and CITY. Any such sign or similar advertising device erected, installed, or operated during the term of this Agreement must be removed, at the sole cost of CONCESSIONAIRE, immediately upon termination or expiration of this Agreement. CONCESSIONAIRE will not advertise offsite businesses without prior, written approval of CITY.

17. CLEANLINESS

17.1 Prior to opening Dusty's Grill, CONCESSIONAIRE will conduct an annual "deep cleaning" of the kitchen including, but not limited to mopping floors, cleaning all walls within the kitchen, organizing the cleaning supply area, organizing, and cleaning the dry storage area. CONCESSIONAIRE shall also clean all refrigeration and freezer units, grill hood, sanitize all food preparation areas with food-safe cleaners, clean all cooking and warming apparatus including the indoor grill and griddle, fryer, pizza oven, outdoor barbeque, and warming unit. The soft serve ice cream dispenser must be lubed, O-rings replaced, and the slicing machine cleaned.

17.2 CONCESSIONAIRE, at its own expense, shall keep all equipment and facilities in Dusty's Grill including tables, chairs, grills, trashcans, and condiment carts in a clean, safe, and sanitary condition, free from debris and stains on the concrete always. Any such determination as to what constitutes a clean and sanitary condition shall be at the discretion of CITY, and any such standards may be more stringent than those imposed by any public entity having jurisdiction (i.e., Los Angeles County Health Department).

17.3 CONCESSIONAIRE, at its own expense, shall stock Dusty's Grill with all necessary cleaning products including but not limited to sanitizers, oven and grill cleaner, stainless steel cleaner, floor cleaner, soap, towels, mop buckets, mop, and brooms.

17.4 CITY personnel will periodically inspect Dusty's Grill. CITY personnel will provide CONCESSIONAIRE with a copy of the report results and any items in need of cleaning. If CONCESSIONAIRE fails to keep Dusty's Grill and the outside eating area in a clean and sanitary condition and fails to correct unclean conditions within seventy-two hours following notification, CITY may clean Dusty's Grill and charge the CONCESSIONAIRE 150% of actual cleaning costs.

17.5 CONCESSIONAIRE shall maintain an “A” rating at all times. CONCESSIONAIRE shall promptly advise CITY of the results of any Health Department inspections and provide CITY with a copy of the inspection report.

17.6 CONCESSIONAIRE shall be responsible for discarding boxes, expired food, rubbish, and waste in the trash dumpsters in a timely manner and in compliance with all Health Department standards.

17.7 CONCESSIONAIRE shall, at its own expense, store and dispose of all used oil and grease products in compliance with all local, state or federal regulations.

17.8 CITY shall provide receptacles and pay for weekly garbage/ refuse collection.

18. MAINTENANCE

18.1 CITY, at its own expense, shall be responsible for all regular maintenance and repair of equipment owned or installed by CITY. CITY shall be responsible for reasonable repairs to plumbing, including clogged drains, and all other utility lines and facilities within Dusty’s Grill. CITY shall also be responsible for repairing damage to Dusty’s Grill and/or replacing any CITY-owned property being used by CONCESSIONAIRE pursuant to this Agreement. However, CONCESSIONAIRE will be responsible for the repair of Dusty’s Grill and equipment if the damage is the result of CONCESSIONAIRE’s negligence.

18.2 Prior to scheduling repairs and maintenance, CITY shall coordinate with CONCESSIONAIRE staff to ensure that work does not interfere with operations.

19. SAFETY

Subject to the provisions of this Agreement, CONCESSIONAIRE shall immediately correct dangerous or defective conditions of Dusty’s Grill caused by or arising out of CONCESSIONAIRE'S use of Dusty’s Grill. In addition to reporting requirements imposed by law, the CONCESSIONAIRE shall immediately report all incidents, injuries, crimes, or any dangerous or defective conditions of or at Dusty’s Grill to the CITY and shall cooperate fully with CITY in any related investigation.

20. QUALITY OF PRODUCTS AND SERVICES

20.1 In the course of discharging its responsibilities under the terms of this Agreement, CONCESSIONAIRE shall at all times ensure maintenance of the highest standards of quality in both the products offered for sale and in the service provided.

20.2 CONCESSIONAIRE shall conduct its business at Dusty's Grill in an orderly, cooperative, and proper manner so as not to annoy, disturb, disrupt, offend, or otherwise interfere with the ongoing operation of the DryTown Water Park and/or the CITY'S patrons and employees.

21. LICENSES AND PERMITS

21.1 CONCESSIONAIRE shall, at its own expense, obtain all licenses and permits required by any governmental agency including, but not limited to, the L.A. County Health permit, ServSafe Manager certification, ServSafe Food Handler Certification, the State of California Semi Frozen (Soft Serve) Milk Product Plant License, and a City of Palmdale Business License for the conduct of CONCESSIONAIRE'S obligations hereunder, and shall keep such permits and licenses in full force and effect during the term of this Agreement.

21.2 Copies of all necessary or required permits, certificates, and licenses are to be submitted to CITY for verification and acceptance by CITY. CONCESSIONAIRE shall immediately notify CITY in writing if a required permit, license, or insurance policy is revoked, terminated, canceled or suspended during the term of this Agreement.

22. INDEMNITY

To the fullest extent permitted by law, CONCESSIONAIRE and any contractors or subcontractors working on its behalf agree to indemnify the City of Palmdale, its officers, employees, agents, and elected and appointed boards (hereinafter "City") 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 CONCESSIONAIRE, 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, CONCESSIONAIRE and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim, or action against the City founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONCESSIONAIRE shall ensure that the contract of any contractor or subcontractor working under this Agreement contains an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the City pursuant to the terms set forth above. CONCESSIONAIRE shall indemnify the City, 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. The indemnity obligation specifically includes any claims for unpaid minimum wage, overtime, meal and rest breaks, unpaid Federal, State, and local income tax, Private Attorneys General Act penalties, unpaid sick time, unpaid work-related expenses, unpaid benefits, workers' compensation premiums,

and unemployment compensation.

23. INSURANCE

23.1 CONCESSIONAIRE, at its expense, shall maintain in effect at all times during the performance of work under this Agreement 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 23.8, must be reviewed, and accepted by the City Attorney.**

23.1.2 Worker's 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

23.1.3 Commercial General Liability (including products liability)
-$1,000,000 limit on a per-occurrence basis
-$2,000,000 general aggregate limit

23.1.4 Commercial Automobile Liability

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

All of CONCESSIONAIRE'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.

23.3 Policies providing for bodily injury, products liability, and property damage coverage shall contain the following:

23.3.1. 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".

23.3.3. "Severity of interest" clause.

23.4 Promptly on execution of this Agreement, and prior to commencement of any work, CONCESSIONAIRE shall deliver to CITY copies of all required policies and endorsements to the required policies demonstrating that CONCESSIONAIRE has the required coverage showing the required named insured. Within five (5) days of written requests from CITY, CONCESSIONAIRE shall deliver to CITY full and complete copies of all insurance policies required by this agreement.

23.5 The requirements as to the types and limits of insurance to be maintained by CONCESSIONAIRE are not intended to and shall not in any manner limit or qualify CONCESSIONAIRE'S liabilities and obligations under this Agreement.

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

23.7 All insurance coverages must be maintained throughout the duration of this Agreement.

23.8 Acceptable Proof of Insurance:

23.8.1 ACORD Certificate of Insurance listing all coverage, 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.

23.8.2 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.

23.9 Notwithstanding any other provisions of this Agreement, CITY may immediately terminate this Agreement if, at any time CONCESSIONAIRE, fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

24. SUBCONTRACTING, DELEGATION AND ASSIGNMENT

24.1 CONCESSIONAIRE 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 CONCESSIONAIRE from CITY under this

Agreement 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:

24.1.1. The amount involved, together with CONCESSIONAIRE'S analysis of such cost or price; and

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

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

24.2 Any assignment, delegation, or subcontract shall be made in the name of CONCESSIONAIRE and shall not bind or purport to bind CITY and shall not release CONCESSIONAIRE from any obligations under this Agreement 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 CONCESSIONAIRE under this Agreement.

25. TERMINATION

25.1 CITY may terminate this Agreement for any reason or no reason and with or without cause. If CITY gives such notice of termination, CONCESSIONAIRE shall cease immediately all work in progress and leave the premises.

25.2 If CITY or CONCESSIONAIRE fails to perform any material obligation under this Agreement, then, in addition to all other remedies, CITY or CONCESSIONAIRE may terminate this Agreement immediately upon written notice.

25.3 CONCESSIONAIRE may not terminate this Agreement at any time during the advertised DryTown operating season. However, outside the operating season, CONCESSIONAIRE may terminate this agreement upon sixty (60) days written notice prior to the opening of DryTown.

26. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail,

postage prepaid and return receipt requested, addressed as follows:

CITY: City Manager
38300 Sierra Highway
Palmdale, CA 93550

CONCESSIONAIRE: PFD MANAGEMENT INC.

Notice shall be deemed effective on the date delivered or transmitted by facsimile or, if mailed, three (3) days after deposit in the mail.

27. TAXES

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

27.2 CONCESSIONAIRE 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 CONCESSIONAIRE or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

27.3 CONCESSIONAIRE 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.

CONCESSIONAIRE shall pay all sales and other taxes levied against the operation of its business and property but shall not be liable for any taxes levied against the real property except for any possessory interest tax which may be levied.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Ronda Perez
City Manager

ADDRESS FOR NOTICE:
CITY OF PALMDALE
827 East Avenue Q-9
Palmdale, CA 93550

KS
Signed: 4/9/2024

APPROVE AS TO FORM:

PFD Management Inc.:

Signed: 4/9/2024

Eric Pak
CEO/Founder

ADDRESS FOR NOTICE:
PFD Management Inc.
P.O. Box 14303
Irvine, CA 92623
(949) 800-7720

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
□Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title

Signed on 2024-04-09 18:06:06 GMT

Secured by Concord™
DocumentID: 02wEez9Id2r7D1KUC5DCL5
SigningID: 02wEez9IX08rLnYxgVRX11
Signing date: 4/9/2024
IP Address: 206.171.111.149
Email: ksmith@cityofpalmdale.org

For
Name
Title

Signed on 2024-04-09 18:50:25 GMT

Secured by Concord™
DocumentID: 02wEez9Id2r7D1KUC5DCL5
SigningID: 02wEg4bVWJPiuhiOV6XjcZ
Signing date: 4/9/2024
IP Address: 108.196.84.34
Email: pfdmanagementinc@gmail.com

concord™
Where agreements happen.

Signed with www.concordnow.com

Exhibit A

Dusty's Grill Kitchen

FROM THE GRILL

DRYTOWN SIGNATURE BURGER 11
angus patty topped with cheddar cheese, lettuce, red onions, tomato, fresh avocado & a homemade sun-dried tomato aioli on a brioche bun

GRILLED CHICKEN SANDWICH 11
grilled chicken breast with swiss cheese, lettuce, red onions, tomato & a homemade chipotle aioli on a brioche bun

GRILLED CHEESE 7.5
butter toasted white bread w/melted cheddar cheese

B.L.T.A 9.25
bacon, lettuce, tomato & avocado w/mayo on white bread

GARDEN BURGER 11
garden burger patty topped with fresh avocado, lettuce, red onions, tomato & a homemade sun-dried tomato aioli on a brioche bun

CHICKEN STRIPS (3) & FRIES 11.25

HOT DOG & FRIES	11
CHILI CHEESE DOG & FRIES	13
WINGS (5) & FRIES	12
SHRIMP (6) & FRIES	12
FISH & CHIPS	11.55

Mexican

BULGOGI-RRITO 13

with choice of bulgogi (**beef** or **spicy pork**), rice, onions, tomatoes, cilantro, shredded cabbage w/sriracha aioli

DRYTOWN BURRITO 11.5

with choice of meat (**carne asada, chicken, vegan**), spanish rice, pinto beans, cheese, guacamole, pico de gallo & sour cream

DRYTOWN TACO 3.5 ea.

with choice of meat (**carne asada, chicken, vegan**), cilantro, onions & shredded cheese

SUPREME NACHOS 11.95

with choice of meat (**carne asada, chicken**), nacho cheese, jalapenos, pico de gallo, guacamole, sour cream & olives

RICE

GALBI with RICE 21
korean style short ribs marinated in house soy sauce

TERIYAKI BOWL
with choice of meat, white rice & steamed vegetables

BEEF	11.6
CHICKEN or VEGAN MEAT	11.25

SUSHI ROLL

SUSHI BURRITO 16
in: crab meat, spicy tuna, avocado, cucumber, lettuce, tomato
out: soy paper
sauce: spicy mayo & eel sauce

SHRIMP TEMPURA ROLL 14
in: homemade crab meat, avocado, cucumber
out: shrimp tempura, mango mayo
sauce: spicy mayo & eel sauce

CALIFORNIA ROLL homemade crab meat & avocado 10

SPICY TUNA ROLL homemade spicy tuna & cucumber 10

A LA CARTE CHICKEN STRIPS (3) 6.95 BACON 2.25 GUACAMOLE 2.65

SIDES

NACHO CHIPS & CHEESE	6
FRENCH FRIES	4.5
CHILI CHEESE FRIES	7.95
ONION RINGS or TATER TOTS	4.95
FRUIT CUP	5.95
JALAPENOS or NACHO CHEESE	1.5

DRINKS

WATER	6 3.25/L 5
FOUNTAIN DRINK	5 3.5/L 5 (REFILL 2)
SOUVENIR CUP	19.95
SLUSH PUPPIE	5.95/L 6.5

SNACKS

16" CHURRO	**$4.95**
PRETZEL	**$5.5**
FUNNEL CAKE	**$8.99**

Comes with powdered sugar & whipped cream.
Add strawberries, chocolate, or caramel!

1 topping	**$10.49**
2 topping	**$11.5**
Ultimate	**$12.5**
COOKIE	**$4**
FRUIT CUP	**$5.95**

HOME-MADE PICKLES BY:

KAYLIN+KAYLIN
PICKLES

HONEY MUSTARD CHIPS	**$5.5**
CLASSIC DILL WHOLE	**$3.95**
KOSHER WHOLE	**$3.95**
JALAPENO WHOLE	**$3.95**

SMOOTHIES $7

Lemonade
Strawberry
Strawberry Banana
Strawberry Mango
Strawberry Lemonade
Mango
Mango Lemonade

Mangonada (w/Chamoy, Tajin, & Tirolo Straw) $8.5

ICE BLENDED COFFEE $6

Mocha
Vanilla

FROZEN LEMONADE $5.5
FROZEN PINK LEMONADE $5.5

SLUSH PUPPiE S $5.95/L $6.5

Wilbur's Snack Shack

SNACKS

16" CHURRO	$4.95
SNOW CONE	$5.5
CHIPS	$3.25
PRINGLES	$4
COTTON CANDY	$4
WATER	S: $3.25 L: $5
SODA	$3.5
GATORADE	$3
ROCKSTAR	$4
STARBUCKS	$5
POPCORN	$4
FROZEN LEMONADE MinuteMaid	$5.5
DIPPIN DOTS	$5.5

COOKIES & CREAM
BANANA SPLIT
RAINBOW ICE
COTTON CANDY
NEW! ICEE (CHERRY & BLUE RAZZ)
CHOCOLATE

Catering Menu

FAMILY STYLE CATERING

FULL SERVICE CATERING WILL INCLUDE UTENSILS, PLATES, & DRINKS (YOUR CHOICE OF CANNED SODA OR WATER)

SANDWICH **$14**/person

Main *Assorted Ham, Turkey & Roast Beef Sandwiches*
French Rolls stuffed with Smoked Ham-Cheddar, Turkey-Swiss, Roast Beef-Swiss along with fresh Lettuce, Tomatoes & Red Onions (Condiments served on the side)

Sides *Assorted Seasonal Fruit Platter, Chips*

MEXICAN **$16**/person

Main *BYO Tacos: Carne Asada, Chicken or Vegan Meat* ***Choose One**

Sides *Tortilla, Rice, Beans, Chips & Salsa, Guacamole & Churros*

Complimentary Add-ons *Onions/ Cilantro, Sour Cream, Cheese, Pico de Gallo, Salsa*

DRYTOWN • MENU

CONTACT US 818.450.7301 • YORISA.INC@GMAIL.COM

SCHOOL
GROUP MEAL PACKAGES

LUNCH WILL BE INDIVIDUALLY PACKED.
EACH LUNCH WILL INCLUDE CHIPS & CANNED SODA OR BOTTLED WATER

HAM SANDWICH $14
with Lettuce, Tomato, Red Onion, & Cheddar Cheese

TURKEY SANDWICH $14
with Lettuce, Tomato, Red Onion, & Swiss Cheese

CHICKEN TERIYAKI BOWL $15
with Steamed White Rice and Vegetables

CARNE ASADA BURRITO $15
with Spanish Rice, Beans, Cheese, Pico de Gallo, & side of Salsa

*Vegan Option Available/Vegan Burrito

DRY TOWN SIGNATURE BURGER $15
with Lettuce, Tomato, Red Onion, Cheddar Cheese on a Toasted Brioche Bun

*Vegetarian Option Available/Garden Burger

CHICKEN QUESADILLA $15
Grilled Chicken Stuffed into a warm Tortilla with Shredded Jack and Cheddar Cheese

DRYTOWN • MENU

CONTACT US 818.450.7301 • PFDCAFE.DRYTOWN@GMAIL.COM

City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE SECOND AMENDMENT WITH PACIFIC WEST SOUND, INC. TO PROVIDE AUDIO PRODUCTION AND EQUIPMENT SERVICES AT THE PALMDALE AMPHITHEATER TO INCREASE THE AMOUNT OF THE AGREEMENT BY $680,300 FOR A TOTAL AMOUNT NOT TO EXCEED $946,500 FOR A THREE-YEAR TERM THROUGH JUNE 30, 2025, WITH THE OPTION TO EXTEND TWO ADDITIONAL ONE-YEAR TERMS**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Second Amendment No. A-7866 with Pacific West Sound, Inc. to provide audio production and equipment services for the Palmdale Amphitheater to increase the amount of the agreement by $680,300, for a total amount not-to-exceed $946,500 for a three-year term through June 30, 2025, with the option to extend two additional one-year terms; and,

2. Authorize the City Manager or her designee to execute Second Amendment Agreement No. A-7866 with Pacific West Sound, Inc., including minimal and/or non-substantial changes; and,

3. Authorize the City Manager or her designee to exercise the option to extend two additional one-year terms.

BACKGROUND

The Palmdale Amphitheater hosts a variety of live headliner concerts and community events requiring top-tier audio production services and equipment. The venue does not have permanently installed audio production equipment. Therefore, all associated stage audio equipment and operation services are contracted to meet artist performance agreements.

DISCUSSION

Pacific West Sound, Inc. has been providing audio production and equipment services at the Palmdale Amphitheater since June 2022, under Agreement No. A-7866, which expires on June 30, 2025 with the option to extend two additional one-year terms. The vendor has provided exceptional service and has successfully met complicated artist performance requirements.

Increased service demands require for the agreement amount to be augmented to cover the expanded two-day Kaleidoscope Art and Music Festival, July 4th Celebration, additional concert performance dates, rental of stage LED walls for select events, rental of improved hearing-impaired listening devices, additional artist-specific equipment, and production labor. The approval of Second Amendment to Agreement No. A-7866 will increase the contract by an additional $680,300. This amount will fund services to complete the three-year term and includes additional funds for two additional one-year options to extend.

FISCAL IMPACT

$680,300; Sufficient funds for these services are budgeted in Parks and Recreation Accounts 101-42001-722132-1089 (Events and Culture, Independence Day), 101-42001-722135-1088 (Events and Culture, Concerts), and 101-42001-722113-1094 (Events and Culture, Kaleidoscope) for fiscal year 2023-2024. Funding for services in fiscal years 24/25 through 26/27 will be evaluated and approved as part of the annual budget adoption process.

Actual and Estimated Costs Per Fiscal Year	Cost
FY 22/23 & FY 23/24 Actual	$266,200
FY 24/25 Projected	$228,500
FY 25/26 Estimated	$214,000
FY 26/27 Estimated	$237,800
Total Not to Exceed	**$946,500**

Performance	Actual FY 22/23	Estimated FY 23/24	Projected FY 24/25
Headline Concert	$63,651 (4 shows)	$47,716 (3 shows)	$108,000 (6 shows)
Backline Equipment and Hearing Impaired Listening Devices	$7,698	$7,377	$27,000
Estimated Additional Stagehand / Technician Labor	N/A	N/A	$12,000
US Airforce Band	$11,500	N/A	N/A

Independence Day Celebration	$16,000	$17,569	N/A
Kaleidoscope Art and Music Festival	$24,504	$30,939	$34,000
Optional LED Wall	N/A	N/A	$47,500 (5 shows)
TOTAL	**$123,353**	**$103,601**	**$228,500**

STRATEGIC PLAN

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

D. Develop and maintain diverse programs and events that inspire growth, pride, and lifelong learning.

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

ATTACHMENTS

Agrmt No. A-7866 Second Amendment with Pacific West Sound Inc.
Agrmt No. A-7866 First Amendment with Pacific West Sound Inc.
Agrmt No. A-7866 with Pacific West Sound Inc.

2ND AMENDMENT TO AGREEMENT A-7866
BETWEEN THE CITY OF PALMDALE AND PACIFIC WEST SOUND INC.

This 2ND Amendment to Agreement No. A-7866 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and PACIFIC WEST SOUND INC. (hereinafter called "Pacific West Sound Inc."). This Contract shall become effective on the date of the last signatory.

WHEREAS, on July 1, 2022 ("Original Agreement") the CITY and Pacific West Sound Inc. entered into an agreement to provide:

Professional audio and design services to support sound production at the Palmdale Amphitheater for City special events and rentals.

WHEREAS, the parties desire to amend the Original Agreement to:

Amend increase contract price, and amend fee schedule breakdown of services.

NOW THEREFORE, the parties agree as follows:

1. Section 5 of the Agreement, PRICE, is hereby increased by an additional Six-Hundred Eighty Thousand Three-Hundred Dollars ($680,300.00) and bringing the total amount of the contract to Nine Hundred Forty-Six Thousand Five-Hundred Dollars ($946,500.00).

2. Section 5 of the Agreement, PRICE, is hereby amended to the below fee schedule breakdown and is payable as follows:

City Concert and Amphitheater Rentals Package (Complete Line Array)
• Active ADA Compliant Assisted Listening Devices

Package Pricing
YEAR 4: $20,500.00/Per Event
YEAR 5: $23,500.00/Per Event

Backline
Year 3: Up to $4,500.00/Per Event
Year 4: Up to $4,500.00/Per Event
Year 5: Up to $4,500.00/Per Event

Extra Labor
Year 3: Up to $2,000.00/Per Event
Year 4: Up to $2,000.00/Per Event
Year 5: Up to $2,000.00/Per Event

City Concert and Amphitheater Rentals Package (Racks and Stacks / Complete Line Array Package)
• Active ADA Compliant Assisted Listening Devices

Package Pricing

YEAR 4: $15,720.00/Per Event
YEAR 5: $17,020.00/Per Event

Extra Labor
Year 3: Up to $1,980.00/Per Event
Year 4: Up to $1,980.00/Per Event
Year 5: Up to $1,980.00/Per Event

Kaleidoscope Package (Ground Stack)
• Active ADA Compliant Assisted Listening Devices
• 3 Engineers

Package Pricing - 1 Day Event
YEAR 4: $31,000.00/Per Event
YEAR 5: $34,000.00/Per Event

Package Pricing - 2 Day Event (Consecutive Days)
YEAR 3: $34,000.00/for 2 Day Event
YEAR 4: $37,000.00/for 2 Day Event
YEAR 5: $41,000.00/for 2 Day Event

LED Video Wall with Production and Operatin (optional add on to existing sound production)
• Upstage LED Wall (20' x 12' Minimum)
• Maximum 3.9mm panels
• All power and data cabling
• LED Wall Programming Laptop
• LED Wall Rigging (Spanset, GacFlex, Sling Link, Steel Shackle, Truss Bolts, Utility Truss)
• Video Village (Streaming Video Switcher, MacBook Pro, Cabling)
• Complete video directing capability inclusive of gear and technician
• Sample gear to include; Video HD streaming console, MacBook Pro, Medi Player, and any other nexessary components for processing
• Minimum of one video engineer through the duration of each event that consists of one day from 8am-11pm

Package Pricing
YEAR 3: $9,500.00
YEAR 4: $10,500.00
YEAR 5: $11,700.00

3. All other terms and conditions remain in full force and effect.

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

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

CITY OF PALMDALE:

Ronda Perez
City Manager

KS
Signed: 4/9/2024

ADDRESS FOR NOTICE:
CITY OF PALMDALE
827 East Avenue Q-9
Palmdale, CA 93550

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Acting City Clerk

PACIFIC WEST SOUND INC.:

Signed: 4/9/2024

Brent Milton
President

ADDRESS FOR NOTICE:
PACIFIC WEST SOUND INC.
521 East 21st Street
Bakersfield, CA 93305

---------- INTERNAL USE ONLY ----------

- ■Certificate(s) and Endorsement(s) attached
- ■Confirmed business name on contract with certificate(s)
- ■Original contract and previous amendment(s) (if any) are attached
- ■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title

KS

Signed on 2024-04-09 21:28:40 GMT

Secured by Concord™
DocumentID: 02wEjxN8JZsdseRKD9R7WD
SigningID: 02wEjxN87US9VmoJ0ZFPZz
Signing date: 4/9/2024
IP Address: 206.171.111.149
Email: ksmith@cityofpalmdale.org

For
Name
Title

Signed on 2024-04-09 22:09:23 GMT

Secured by Concord™
DocumentID: 02wEjxN8JZsdseRKD9R7WD
SigningID: 02wEkxLQssqXtdpevRumFP
Signing date: 4/9/2024
IP Address: 76.176.11.77
Email: brentm@pacificwestsound.com

concord™
Where agreements happen.

Signed with www.concordnow.com

1ST AMENDMENT TO AGREEMENT A-7866
BETWEEN THE CITY OF PALMDALE AND PACIFIC WEST SOUND INC.

This 1st Amendment to Agreement No. A-7866 ("Agreement") between the City of Palmdale and PACIFIC WEST SOUND INC. is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and PACIFIC WEST SOUND INC. (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on July 1, 2022 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

Professional audio and design services to support sound production at the Palmdale Amphitheater for City special events and rentals.

WHEREAS, CONTRACTOR desire to amend the Original Agreement to:

Amend description of work, increase contract price and amend fee schedule breakdown of services.

NOW THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement, DESCRIPTION OF WORK, is hereby amended to include:

- Equipment Protection due to Weather: Contractor shall be solely responsible to protect all sound equipment from inclement weather conditions.

- Labor and/or Overtime Fees: Any additional labor and/or overtime fees must be mutually agreed upon in writing prior to service.

2. Section 5 of the Agreement, PRICE, is hereby increased by an additional Twenty-Four Thousand Two-Hundred Dollars ($24,200) and bringing the total amount of the contract to Two-Hundred Sixty-Six Thousand Two-Hundred Dollars ($266,200).

3. Section 5 of the Agreement, PRICE, is hereby amended to the below fee schedule breakdown and is payable as follows:

City Concert and Amphitheater Rentals Package (Complete Line Array)
• 12 L-Acoustics K2 Per Side
• 6 L-Acoustics KS28 Per Side
• 6 L- Acoustics Kara (Front Fills)
• 6 L- Acoustics LA Rack II (Amplifiers)
• Stage Power
• Control Package (Yamaha Consoles)
• Monitor Package (L-Acoustics HiQ 15)
• Stage Package (Stands, Mics, Cabling)
• Other equipment and services must be mutually agreed upon in writing prior to service
• 2 Technicians

• 2 Engineers
• 2 Utility Technicians
• Trucking
• Crew Transport

Package Pricing
YEAR 1: $15,000/Per Event
YEAR 2: $16,500/Per Event
YEAR 3: $18,000/Per Event

City Concert and Amphitheater Rentals Package (Stacked Audio Complete System)
• 4 L-Acoustics K2 Per Side
• 3 L-Acoustics KS28 Per Side
• 4 L- Acoustics Kara (Front Fills)
• 4 L- Acoustics LA Rack II (Amplifiers)
• Stage Power
• Control Package (Yamaha Consoles)
• Monitor Package (L-Acoustics HiQ 15)
• Stage Package (Stands, Mics, Cabling)
• Other equipment and services must be mutually agreed upon in writing prior to service
• 2 Technicians
• 2 Engineers
• Trucking
• Crew Transport

Package Pricing
YEAR 1: $9,000/Per Event
YEAR 2: $9,900/Per Event
YEAR 3: $10,800/Per Event

City Concert and Amphitheater Rentals Package (Racks and Stacks / Complete Line Array Package)
• 12 L-Acoustics K2 Per Side
• 6 L-Acoustics KS28 Per Side
• 6 L- Acoustics Kara (Front Fills)
• 6 L- Acoustics LA Rack II (Amplifiers)
• Stage Power
• Other equipment and services must be mutually agreed upon in writing prior to service
• 2 Technicians
• 2 Engineers
• Trucking
• Crew Transport

Package Pricing
YEAR 1: $12,000/Per Event
YEAR 2: $13,200/Per Event
YEAR 3: $14,520/Per Event

City Concert and Amphitheater Rentals Package (“Racks and Stacks” / Stacked Package)
• 4 L-Acoustics K2 Per Side
• 3 L-Acoustics KS28 Per Side
• 4 L- Acoustics Kara (Front Fills)
• 4 L- Acoustics LA Rack II (Amplifiers)
• Stage Power
• Other equipment and services must be mutually agreed upon in writing prior to service
• 2 Technicians
• 2 Engineers
• Trucking
• Crew Transport

Package Pricing
YEAR 1: $6,300/Per Event
YEAR 2: $6,930/Per Event
YEAR 3: $7,623/Per Event

Kaleidoscope Package (Ground Stack)
• FOH Audio Package
• FOH Control Package (AVID Consoles)
• Monitor Package (L-Acoustics X-15 Hi-Qs)
• Stage Package (Stands, Mics, Cabling)
• Stage Power
• LED Wall (20x12)
• LED Wall Cabling
• LED Wall Programming Laptop (HP ProBook 6470b)
• LED Wall Rigging (Spanset, GacFlex, Sling Link, Steel Shackle, Truss Bolts, Utility Truss)
• Video Village (Streaming Video Switcher, MacBook Pro, Cabling)
• Other equipment and services must be mutually agreed upon in writing prior to service
• 2 Engineers
• 1 Technician
• 1 Utility Technician
• Trucking
• Crew Transport

Package Pricing
YEAR 1: $24,504.40/Per Event
YEAR 2: $26,945.84/Per Event
YEAR 3: $29,650.32/Per Event

Any additional labor and/or overtime fees, such as the below, must be mutually agreed upon in writing prior to service:

Technicians:
$750/10hr min
$112.5/ hr (11th-12th hour)

$150/hr (13th+ hours)

Stage Hands:
$450/10hr min
$67.50/hr (11th-12th hour)
$90/hr (13th+ hours)

See exhibit A for other individual itemized product fees.

4. All other terms and conditions remain in full force and effect.

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

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

CITY OF PALMDALE:

Ronda Perez

Signed: 4/4/2023

Ronda Perez
City Manager

KS

Signed: 4/3/2023

ADDRESS FOR NOTICE:
CITY OF PALMDALE
827 East Avenue Q-9
Palmdale, CA 93550

PACIFIC WEST SOUND INC.:

Signed: 4/4/2023

Brent Milton
President

ADDRESS FOR NOTICE:
PACIFIC WEST SOUND INC.
521 East 21st Street
Bakersfield, CA 93305

APPROVE AS TO FORM:

William Patrick Curley III

Signed: 4/4/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber

Signed: 4/4/2023

Roxanne Faber
Acting City Clerk

---------- INTERNAL USE ONLY ----------

- Certificate(s) and Endorsement(s) attached
- Confirmed business name on contract with certificate(s)
- Original contract and previous amendment(s) (if any) are attached
- Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title

KS

Signed: 4/3/2023
Signed on 2023-04-03 23:48:40 GMT

Secured by Concord™
DocumentID: NDE5MGRiZWMtN2
SigningID: MzY2M2RkZTYtZD
Signing date: 4/3/2023
IP Address: 206.171.111.149
Email: ksmith@cityofpalmdale.org

For
Name
Title

Signed: 4/4/2023
Signed on 2023-04-04 15:54:37 GMT

Secured by Concord™
DocumentID: NDE5MGRiZWMtN2
SigningID: ZDZhNmIxOTYtNz
Signing date: 4/4/2023
IP Address: 24.199.37.6
Email: brentm@pacificwestsound.com

For
Name
Title

William Patrick Curley III

Signed: 4/4/2023
Signed on 2023-04-04 15:59:24 GMT

Secured by Concord™
DocumentID: NDE5MGRiZWMtN2
SigningID: MDg3Yjk4ZTgtND
Signing date: 4/4/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name
Title

Ronda Perez

Signed: 4/4/2023
Signed on 2023-04-04 16:33:34 GMT

Secured by Concord™
DocumentID: NDE5MGRiZWMtN2
SigningID: YzgzMjliNjMtNT
Signing date: 4/4/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title

Roxanne Faber

Signed: 4/4/2023
Signed on 2023-04-04 18:20:51 GMT

Secured by Concord™
DocumentID: NDE5MGRiZWMtN2
SigningID: ZmE3YjgwNzQtMD
Signing date: 4/4/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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Signed with www.concordnow.com

ORIGINAL

AGREEMENT NO. A-7866
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND PACIFIC WEST SOUND INC.

This CONTRACT for services ("Contract" herein) is made and entered into this 1 day of July, 2022, by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and PACIFIC WEST SOUND INC., a a professional audio and design company, (hereinafter called "CONTRACTOR"). The term of this Contract is THREE (3) YEARS, commencing on July 1, 2022, with CITY reserving the option to extend the agreement for 2 additional terms of one year each.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Keri Smith Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 DESCRIPTION OF WORK

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

Service & Rentals

The Palmdale Amphitheater is home to the Summer Concert Series (and other concert events. Contractor will provide professional sound equipment for five to six (5-6) live headliner concerts that meet or exceed artist's rider requirements and meets City sound specifications as follows in the below sound requirements section of the scope of work.

The Palmdale Amphitheater is rented throughout the year for an undetermined number of live headliner concerts and community events that require quality sound production services and equipment. These live concerts may vary in scale from medium to grand use. Contractor will use the "standard required house package" as indicated below as a base to enhance equipment and cost as necessary to the renter. Payment for services for rentals with be submitted by renter. City sound specifications are as follows in the below requirements.

Sound Requirements

All sound equipment provided by the Contractor shall be of the highest quality. A line array sound system is required. The control of sound within the venue is essential and the City's acceptable sound level shall not exceed 95 decibels "A" weighted at the mixer location during sound check and performance. Contract shall provide the following:

- Line Array System – Concert Grade (JBL Vertech or V'Dosc) complete system with a minimum of 16 cabinets flown and 8 sub-cabinets.
- Stacked Audio System – Concert grade. Capable of reaching lower-level grass area of the Amphitheater.
- Bid one cost for Line Array System and one cost for Stacked Audio System
- Main and Monitor Amps – Acceptable brands: Crest, Crown, Ashly & Q.S.C.
- House Mixing Console – Acceptable brands: Yamaha: 4K or 5D as required by artist.
- Monitor Console – Yamaha: 4K or 5D as required by artist.
- Monitors – speakers and in-ears as required by artist.
- All necessary outboard gear, processing and insertable.
- All cables needed – Microphone, power cable, snakes (52 channel) sub snakes, etc.
- Complete Power Distribution
- All microphones needed – Includes all necessary microphones, direct boxes, stands and booms per artist's requirements.
- All components, plus CD, playback, etc.
- Clear-Com Communication System or equal system
- Technicians – Standard number of qualified audio engineers experienced in large concert systems needed to set-up and operate system. (Standard number of techs used to properly/efficiently handle load in and load out of all equipment, techs located at sound pad and on-stage during performance to run equipment properly and troubleshoot audio issues without disruption to the show).

Artist Backline

- Ability to meet artist backline requirements as necessary and negotiate backline as City budget allows.

Additional Company/Contractor Required Qualifications

- Contractor shall be a full-service sound company, recognized in the industry featuring a large inventory of state-of-the-art sound equipment.
- Contractor shall specialize in sound installs at outdoor venues for live headliner concerts.
- Contractor shall provide sound and stage equipment that is UL or CSA Certified per OSHA regulations and requirements.
- Contractor shall have the ability to provide a variety of quality sound packages for different types of live concerts ranging from 1,000 to 10,000 people.
- Contractor shall provide quality sound systems that meet the highest industry standards and required City specifications.
- Contractor shall provide technical expertise, superior service and highly skilled production crews to be on-site for duration of event.

- Technicians shall provide an expertly balanced and tuned system per show with the ability to address sound quality problems in a timely manner.

Additional Costs
The Contractor event fees shall include the equipment, fuel, transportation, delivery, set-up, teardown, two spot operators and professional labor necessary to ensure efficient load-in and load-out of own equipment and artist band gear per performance.

Notice of Event Change

Events change throughout the year and may not apply each year. Scheduling of technicians: The contractor agrees to provide technicians for each event on an "as-needed" basis. The City will make every effort to give reasonable notification for its Sound Production requests.

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract 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.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 60 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, 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.

3 CONTRACTOR'S KEY PERSONNEL

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Brent Milton, President
Steve Grider, VP Business Development
Efrain Flores, Production Manager

661/395-1448

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR 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.

3.3.2 CONTRACTOR shall be responsible for payment of all CONTRACTOR'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.

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

4 ACCEPTANCE AND DOCUMENTATION

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

4.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

4.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

5 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed Two-Hundred and Forty-Two Thousand dollars ($242000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

City Concert/Amphitheater Rentals (House Package) Per Artist:
- Line Array Complete System
  YEAR 1: $12,000.00
  YEAR 2: $13,200.00
  YEAR 3: $14,520.00
- Stacked Audio Complete System
  YEAR 1: $6,300.00
  YEAR 2: $6,930.00
  YEAR 3: $7,623.00

Amphitheater (Grant Use Package) Per Artist:
- Line Array Complete System
  YEAR 1: $15,000.00
  YEAR 2: $16,500.00
  YEAR 3: $18,000.00
- Stacked Audio Complete System
  YEAR 1: $9,000.00
  YEAR 2: $9,900.00
  YEAR 3: $10,800.00

5.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work 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 a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

5.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall retain its records for the time required by such laws.

5.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

6 TAXES

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

6.2 CONTRACTOR 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 CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

6.3 CONTRACTOR 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.

6.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

7 PATENT FEES AND ROYALTIES

CONTRACTOR 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, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents 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. CONTRACTOR 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, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

8 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any 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 CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any 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. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR 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.

9 INSURANCE

9.1 CONTRACTOR, 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 9.8, must be reviewed and accepted by the City Attorney**.

9.1.1 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

9.1.2 Commercial General Liability

- $2,000,000.00 limit on a per occurrence basis
- $5,000,000.00 general aggregate limit

9.1.3 Commercial Automobile Liability

- $2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

9.2 All of CONTRACTOR'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.

9.3 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, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

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

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

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

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

9.8 Acceptable Proof of Insurance:

9.8.1 ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

9.8.2 Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

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

10 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, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR 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.

11 TERMINATION FOR CAUSE

If CITY determines that CONTRACTOR 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, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

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

11.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. 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 CITY.

11.3 If, after notice of termination of the Contract under the provisions of this Section 11, it is determined, for any reason, that CONTRACTOR 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 10.

12 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONTRACTOR 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.

13 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

14 DELEGATION AND ASSIGNMENT

14.1 CONTRACTOR shall not delegate 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 CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

14.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR 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 CONTRACTOR under this Contract.

15 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

15.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, 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.

15.2 The provisions of subsection 15.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

16 FINANCIAL INTEREST CERTIFICATION

16.1 CONTRACTOR 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 CONTRACTOR's firm.

16.2 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.

17 CONFLICT OF INTEREST

17.1 CONTRACTOR 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 CONTRACTOR to be "financial interested" (as

provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

17.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

17.3 To the extent required by the City Manager or his designee, CONTRACTOR 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.

18 COMPLIANCE WITH LAW

18.1 CONTRACTOR 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 CONTRACTOR uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONTRACTOR.

18.2 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.

19 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.

20 ENTIRE AGREEMENT AND AMENDMENTS

20.1 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.

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

20.3 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.

21 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:

Steven D. Hofbauer Date
Mayor

PACIFIC WEST SOUND INC.:

3/17/2022

Brent Milton Date
President

ADDRESS FOR NOTICE:
CITY OF PALMDALE
827 East Avenue Q-9
Palmdale, Ca 93550

ADDRESS FOR NOTICE:
PACIFIC WEST SOUND INC.
521 East 21st Street
Bakersfield, CA 93305

APPROVE AS TO FORM:

Christopher L. Beck
City Attorney

For

ATTEST:

Shanae S. Smith
City Clerk

ATTEST: If Corporation

Secretary

City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE THIRD AMENDMENT TO LEGAL SERVICES AGREEMENT WITH BRADLEY, GMELICH & WELLERSTEIN, LLP FOR LEGAL SERVICES TO INCREASE THE AMOUNT OF THE AGREEMENT BY $400,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF $1,390,000 FOR THE REMAINDER OF THE TERM THROUGH FEBRUARY 2025**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the third amendment to Agreement No. A-7819 with Bradley, Gmelich & Wellerstein, LLP for legal services to increase the agreement amount by $400,000, for a total not to exceed amount of $1,390,000 for the remainder of the term through February 2025; and,

2. Authorize the City Manager or her designee to execute the third amendment to Agreement No. A-7819 with Bradley, Gmelich & Wellerstein, LLP, including minimal and/or non-substantial changes.

BACKGROUND

Bradley, Gmelich & Wellerstein, LLP (BGW) has competently provided legal services to the City for over a decade. The firm provides legal services for personal injury, property damage, and employment law defense. The budgeted contract amount has been depleted and must now be augmented to allow them to continue providing services.

DISCUSSION

In 2022, the City Council approved an agreement between the City and BGW to provide legal services, including cross-claims, counter-claims, summary judgments, motions, discovery proceedings, trials, and post-trial and appellate work. It is noted that Harper

and Burns can perform the same services as BGW, but allowing for continuation at this time of transition, BWG will continue providing services until its contractual expiration of February 16, 2025. The City will review the most efficient evaluation of such legal services at that time. In light of ongoing litigation and claims, as agreed upon in the agreement, the City must now augment the contract amount for Agreement No. A-7819 with BWG. It is expected that $400,000 will be sufficient for BWG to continue its services until 2025.

FISCAL IMPACT

$400,000; The third amendment to the Legal Services Agreement will increase the agreement amount by $400,000, for a total not to exceed $1,390,000. However, this amount is not guaranteed. Fees will only be paid to the extent services are provided. Funds for this agreement are currently budgeted in the Risk Management budget account: 15014101-721150; 15014101-721151; 10114001-721100.

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

ATTACHMENTS

Agrmt No. A-7819 Third Amendment Agreement with Bradley, Gmelich & Wellerstein, LLP
Agrmt No. A-7819 Second Amendment Agreement with Bradley, Gmelich & Wellerstein, LLP
Agrmt No. A-7819 First Amendment Agreement with Bradley, Gmelich & Wellerstein, LLP
Agrmt No. A-7819 Agreement with Bradley, Gmelich & Wellerstein, LLP

THIRD AMENDMENT TO AGREEMENT A-7819
BETWEEN THE CITY OF PALMDALE AND BRADLEY, GMELICH & WELLERSTEIN, LLP

This Third Amendment to Agreement No. A-7819 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and Bradley, Gmelich & Wellerstein, LLP (hereinafter called "FIRM"). This Contract shall become effective on the date of the last signatory.

WHEREAS, CITY and FIRM entered into an Agreement on February 16, 2022 for legal services pursuant to California Business and Professions Code Section 6148;

WHEREAS, CITY and FIRM entered into an Amendment One to the Agreement for Legal Services on November 16, 2022 to increase the contract amount to $750,000;

WHEREAS, CITY and FIRM entered into an Amendment Two to the Agreement for Legal Services on September 11, 2023 to increase the contract amount to $990,000; and

WHEREAS, CITY and FIRM desire to amend the contract amount of the Agreement to provide for additional services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The compensation identified in Section 4(e) shall be amended to increase the total amount of the Agreement by Four-Hundred Thousand Dollars ($400,000) not to exceed the sum of One-Million Three-Hundred and Ninty Thousand Dollars ($1,390,000).

2. All other terms and conditions remain the same.

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

CITY OF PALMDALE

Ronda Perez
City Manager

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

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Acting City Clerk

BRADLEY, GMELICH &
WELLERSTEIN, LLP

Barry Bradley, Esq.
Managing Partner

ADDRESS FOR NOTICE:
BRADLEY, GMELICH &
WELLERSTEIN, LLP
700 N. Brand Blvd., 10th Floor
Glendale, CA 91203

SECOND AMENDMENT TO AGREEMENT A-7819
BETWEEN THE CITY OF PALMDALE AND BRADLEY, GMELICH & WELLERSTEIN, LLP

This Second Amendment to Agreement No. A-7819 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and Bradley, Gmelich & Wellerstein, LLP (hereinafter called "FIRM"). This Contract shall become effective on the date of the last signatory.

WHEREAS, CITY and FIRM entered into an Agreement on February 16, 2022 for legal services pursuant to California Business and Professions Code Section 6148;

WHEREAS, CITY and FIRM entered into an Amendment One to the Agreement for Legal Services on November 16, 2022 to increase the contract amount to $750,000; and

WHEREAS, CITY and FIRM desire to amend the contract amount of the Agreement to provide for additional services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The compensation identified in Section 4(e) shall be amended to increase the total amount of the Agreement by an additional Two-Hundred and Forty Thousand Dollars ($240,000) not to exceed the sum of Nine-Hundred and Ninety Thousand Dollars ($990,000).

2. All other terms and conditions remain the same.

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

CITY OF PALMDALE

Ronda Perez
Signed: 9/11/2023

Ronda Perez Date
City Manager

Michael P. Miller
Signed: 8/28/2023

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

BRADLEY, GMELICH & WELLERSTEIN, LLP

Barry A. Bradley
Signed: 9/6/2023

Barry Bradley, Esq. Date
Managing Partner

ADDRESS FOR NOTICE:
BRADLEY, GMELICH & WELLERSTEIN, LLP
700 N. Brand Blvd., 10th Floor
Glendale, CA 91203

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 9/11/2023

William P. Curley
Interim City Attorney

ATTEST:

Roxanne Faber
Signed: 9/12/2023

Roxanne Faber
Acting City Clerk

Record of Signing

For City of Palmdale
Name Mike Miller
Title

Michael P. Miller

Signed on 2023-08-28 17:16:36 GMT

Secured by Concord™
DocumentID: NzAzMDUzOTEtMT
SigningID: YjUzY2ViZmMtYW
Signing date: 8/28/2023
IP Address: 206.171.111.149
Email: mmiller@cityofpalmdale.org

For bbradley@bgwlawyers.com
Name Barry A. Bradley
Title

Barry A. Bradley

Signed on 2023-09-06 19:57:21 GMT

Secured by Concord™
DocumentID: NzAzMDUzOTEtMT
SigningID: NjViYjJjOTgtMD
Signing date: 9/6/2023
IP Address: 64.60.35.219
Email: bbradley@bgwlawyers.com

For City of Palmdale
Name William Patrick Curley III
Title

William Patrick Curley III

Signed on 2023-09-11 16:32:01 GMT

Secured by Concord™
DocumentID: NzAzMDUzOTEtMT
SigningID: OTY0ZjZjZjQtOG
Signing date: 9/11/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name Ronda Perez
Title Interim City Manager

Ronda Perez

Signed on 2023-09-11 17:28:30 GMT

Secured by Concord™
DocumentID: NzAzMDUzOTEtMT
SigningID: MTk1ZjFmNzItMj
Signing date: 9/11/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For City of Palmdale
Name Roxanne Faber
Title Acting City Clerk

Roxanne Faber

Signed on 2023-09-12 00:04:30 GMT

Secured by Concord™
DocumentID: NzAzMDUzOTEtMT
SigningID: YWE0NjhjM2MtZD
Signing date: 9/12/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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FIRST AMENDMENT TO AGREEMENT A-7819
BETWEEN THE CITY OF PALMDALE AND BRADLEY, GMELICH & WELLERSTEIN LLP

This First Amendment to Agreement No. A-7819 ("Agreement") between the City of Palmdale and Bradley, Gmelich & Wellerstein, LLP is made and entered into this 16th day of November, 2022 by and between the City of Palmdale (hereinafter called "CITY") and Bradley, Gmelich & Wellerstein, LLP (hereinafter called "FIRM").

WHEREAS, CITY and FIRM entered into an Agreement on February 16, 2022 for legal services pursuant to California Business and Professions Code Section 6148; and

WHEREAS, CITY and FIRM desire to amend the contract amount of the Agreement to provide for additional services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The compensation identified in Section 4(e) shall be amended to increase the total amount of the Agreement by Five-Hundred Thousand Dollars ($500,000) not to exceed the sum of Seven-Hundred and Fifty Thousand Dollars ($750,000).

2. All other terms and conditions remain the same.

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

CITY OF PALMDALE

Ronda / 12/5/22

Ronda Perez Date
Interim City Manager

BRADLEY, GMELICH & WELLERSTEIN LLP

11/23/22

Barry Bradley, Esq. Date
Managing Partner

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

ADDRESS FOR NOTICE:
BRADLEY, GMELICH & WELLERSTEIN LLP
700 N. Brand Blvd., 10th Floor
Glendale, CA 91203

APPROVE AS TO FORM:

Scott E. Porter
Interim City Attorney

ATTEST:

Roxanne Faber
Acting City Clerk

ATTEST: If Corporation

Secretary

COPY

AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF PALMDALE AND BRADLEY, GMELICH & WELLERSTEIN LLP

AGREEMENT NO. A- 7819

This Legal Services Agreement ("Agreement") is made and entered into by and between the City of Palmdale ("City") and Bradley, Gmelich & Wellerstein LLP ("Firm"), collectively identified as "the parties."

RECITALS:

A. This Agreement is made pursuant to California Business and Professions Code Section 6148, and is intended to fulfill the requirements of that section.

B. The City desires to retain the Firm to provide specialized legal services related to the areas of civil litigation and personal injury defense, general advisory services related to municipal law and business practices, as well as legal services related to employment law litigation, advice and counsel.

C. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to provide the services contemplated by this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Services.**

a. The Firm will provide those legal services as may be authorized and assigned by the Palmdale City Attorney, including, without limitation, legal services related to personal injury and property damage defense, employment law defense, cross claims, counter claims, summary judgments and all manner of motions, discovery proceedings, trials, and post-trial and appellate work, as well as general advisory services related to such claims and lawsuits and the prevention of future claims and lawsuits. The firm will provide those legal services reasonably required to accomplish City's stated goals.

b. The legal services the Firm will provide to City will be billed at the rates set forth in Exhibit "A", attached.

2. **Designation of Responsible Attorneys.**

Barry Bradley, Esq. is designated as the attorney responsible for providing the legal services under this Agreement to City and for

supervising any other attorneys within the Firm assisting him in the performance of those services. The Firm's offices are located at 700 North Brand Boulevard, 10th Floor, Glendale, CA 91203.

3. **Confidentiality.**

All reports, information, data, or other documents prepared or assembled by the Firm under this Agreement are confidential and the Firm shall not make the same available to any individual or organization without the prior written approval of the Palmdale City Attorney.

4. **Maximum Contract Amount, Billing Procedures, and Monthly Statements.**

a. The Firm shall submit to the Palmdale City Attorney, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended providing those services. This statement will be in the form customarily submitted by the Firm to clients that are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date.

b. The Firm will bill the City for items such as, but not limited to, long distance telephone calls, filing fees (if applicable), document duplication, computerized legal research, word-processing, and similar out-of-pocket expenditures. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to the fees for professional services.

c. If the Firm's services are billed by the hour, time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). Among the services which are routinely billed are telephone conversations and travel time. In addition to the fees charged for services, the Firm also bills for costs incurred, which include, but are not limited to, filing fees (if applicable), messenger and air courier expensed, parking expenses, local and out-of-town travel expenses, facsimile and other communication expenses, postage, and printing costs. In addition, the Firm charges for certain internal costs if incurred on City's behalf, such as photocopying, secretarial overtime, and word processing.

The rate structure in general, or the rates of particular attorneys, may be increased from time to time, after a minimum 30-day written notice to and written consent of the Palmdale City Attorney. To the extent

feasible, these adjustments will be made so as to coincide with the beginning of City's fiscal year, which begins on July 1st. If possible, requests to increase fees should be forwarded to the Palmdale City Attorney in February of any given year.

d. The Firm's fees for legal services are based primarily on hourly rates; other factors considered by the Firm in determining a fair fee are set forth in Rule 4-200 of the Rules of Professional Conduct of the California State Bar Association. If persons who are "Of Counsel" to the Firm work on City matters, the Firm and its Of Counsel may from time to time share the fees paid by City; however, if such is the case, City's fees will not be increased in any way, and the fees which City is requested to pay will be the same as would have been payable had there been no such sharing of fees.

e. All fees, charges, costs and reimbursable items for the entire term of this Agreement shall not exceed a maximum of **$250,000.00**.

5. **Resolution of Fee Disputes.**

City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles in accordance with the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. If City chooses not to use the Los Angeles County Bar Association's arbitration procedures, City agrees that any disputes regarding the professional services rendered or fees charged by the Firm will be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association (or an alternative provider if the Parties so agree) in accordance with its commercial arbitration rules.

6. **Term of the Agreement.**

This Agreement will take effect on February 16, 2022 and will remain in full force and effect for a period of three (3) years or until terminated in accordance with the provisions of Section 7.

7. **Termination of the Agreement.**

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. The Firm has the same right, subject to an obligation to give City written notice at least ninety (90) days prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record

in any pending litigation matters. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Upon termination, all finished or unfinished materials shall become the property of City. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior to such termination.

8. **Modifications to the Agreement.**

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered will require the written approval of the Palmdale City Attorney. Any such written approval will be deemed to be a supplement to this Agreement and will specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the City.

9. **Independent Contractor.**

No employment relationship is created by this Agreement with the Firm or any employees of the Firm. For all purposes, the Firm and its employees are independent contractors to City and shall not incur, nor have the authority to incur any debt, obligation, or liability for or against City.

10. **Assignment and Delegation.**

This Agreement contemplates the performance of professional services by the Firm. Neither this Agreement, nor any portion of it, may be assigned or delegated by the Firm without the prior written consent of the Palmdale City Attorney. Delegation to attorneys outside the Firm will be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to perform services in a particular practice area. The Firm will supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties.

11. **Conflict of Interest.**

The Firm affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with the Firm.

12. **Insurance.**

a. The Firm shall obtain and maintain in full force and effect a professional liability insurance policy that provides coverage in an amount not less than $1,000,000 per occurrence. This insurance policy shall provide coverage to the City for any damages or losses suffered by City as a result of any error, omission, or neglect by the Firm that arises out of the professional services rendered under this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by the Firm.

b. The Firm will obtain and maintain workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

c. The Firm will obtain and maintain in full force and effect comprehensive general liability insurance in an amount not less than $1,000,000 per occurrence with a $2,000,000 aggregate.

d. All insurance coverage specified above will provide for a minimum of thirty (30) days notice of cancellation by the insurance carrier, and will be maintained in full force and effect throughout the term of this Agreement.

13. **Legal Files.**

a. During the period that the Firm is actively working upon a matter, the files pertaining thereto will be maintained in its offices. Files may be maintained in physical files or electronically. After the Firm has concluded working upon a matter, any physical files will be destroyed within a reasonable time in a confidentially safe manner. Electronic files will be maintained for a period of five years. City is free to request any of its original physical files or documents at any time, and further request that the original files not be destroyed for a specified period of time not to exceed four years from the date of file closure. All original agreements, modification or deeds, easements or similar original documents should be forwarded to the Palmdale City Clerk either as created or at the conclusion of a case. City may request copies of its client matter files at any time, including, without limitation, upon termination of the Firm's engagement. City agrees that upon delivery of any client matter files that it will pay the Firm for its costs incurred in photocopying such files.

b. If the firm is called upon to give testimony or produce documents in any legal or administrative proceeding which concerns City in any way, whether before or after the representation and rendition of legal services to City under this agreement terminates, City agrees to pay the Firm, at it's then prevailing hourly rates, for it's time in investigating, preparing for and in giving testimony and/or in producing documents and for all expense incurred in connection with doing so.

14. **Entire Agreement**

This Agreement will constitute the full and complete agreement and understanding of the parties and supersedes all prior agreements and all other written or oral statements of either party relating to its subject matter.

TO EFFECTUATE THIS AGREEMENT, the authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

CITY OF PALMDALE

Christopher Beck
City Attorney

BRADLEY, GMELICH & WELLERSTEIN LLP

Barry Bradley, Esq.
Managing Partner

Attest:

Shanae S. Smith
City Clerk

Approved as to form:

Christopher Beck
City Attorney

EXHIBIT "A"
RATE SCHEDULE

A. Identification.

Client: City of Palmdale
Matter: Any matters assigned by the Palmdale City Attorney.

B. Attorney Fees. (Hourly)

1. **For General Liability, Personal Injury and Property Loss Claims:**

Managing Partner	$275/hour
Partners and Special Counsel	$255/hour
Senior Associates	$240/hour
Associates	$220/hour
Paralegals and Law Clerks	$135/hour

2. **For Employment Law Claims, Including Employment Advice, Counsel and Workplace Investigations:**

Managing Partner	$300/hour
Partners and Special Counsel	$300/hour
Senior Associates	$250/hour
Associates	$250/hour
Paralegals and Law Clerks	$135/hour

C. Standard Charges.

Hourly rate will be billed in minimum units of one-tenth hours.

D. Costs and Expenses.

In-office photocopying	$0.25/page
Mileage	IRS prevailing mileage rates
Computerized Legal Research	At vendor cost
Word Processing	Varies
Postage	At vendor cost
Courier and Air Freight Charges	At vendor cost
Messenger Services	At vendor cost
Title Report and/or Litigation Guarantee	At vendor cost
Notary	At vendor cost
Court Photocopying	At cost
Incoming or out-going Fax Charges	$1.00/page

Conference Call Charges	AT&T standard rates or equal
Travel Expenses	At cost
Other reasonable costs	At cost

E. Subject to Change.

The rates on this schedule are subject to change on thirty (30) days written notice and approval by the Palmdale City Attorney. If City declines to pay any increased rates, Firm will have the right to withdraw as Palmdale's counsel.

City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **SUMMARY OF THE 2023 ANNUAL HOUSING ELEMENT PROGRESS REPORT**

RECOMMENDATION

Staff recommends that the City Council:

1. Receive the summary of the 2023 Annual Housing Element Progress Report; and,

2. Direct staff to file the report with the California Department of Housing and Community Development (HCD).

BACKGROUND

Government Code Section 65400 requires that all California cities provide an Annual Housing Element Progress Report to the Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD). The intent of the statute is to describe the City's progress in meeting its share of the Regional Housing Needs Assessment (RHNA). Also, by filing this report with OPR and HCD, the City may be eligible for future housing grants.

DISCUSSION

A total of 6,640 units were allocated to the City of Palmdale during the 6th cycle RHNA allocation plan, which covers the planning period October 2021 through October 2029. These units are distributed by affordability level, and the Housing Element of the General Plan must identify how the City plans to accommodate them. The City is required to designate land for housing to ensure that there is enough residentially designated land to meet its RHNA allocation. However, it is not required to ensure units are built. The City is required to report on the progress of housing development in the form of the Annual Housing Element Progress Report.

In April 2023, the City adopted Zoning Ordinance Amendment 21-007, updating Title 17 of the Palmdale Municipal Code to be consistent with Palmdale 2045, the City's adopted General Plan. This update included additional land use designations that allow flexibility in multi-family and mixed-use zones for residential development.

For the calendar year 2023, 306 housing units were issued a Certificate of Occupancy. The table below provides a breakdown of housing units per year from 2021 to 2023.

Table 1: 6th Cycle RHNA Allocation with Annual Issued Certificates of Occupancy

Income Level	RHNA Allocation	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total	Total remaining
Very Low	1,777	16		57								1,704
Low	935		24	165								746
Moderate	1,004	260										744
Above Moderate	2,924		181	84								2,659
Total	**6,640**	**276**	**205**	**306**								**5,853**

FISCAL IMPACT

$0; No fiscal impact.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

E. Transform housing inventory to meet the changing lifestyle and market demands.

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

ATTACHMENTS

Rpt. 2023 Palmdale Housing Element Annual Progress Report

2023 PALMDALE Housing Element Annual Progress Report

General Information

First Name	Brenda	**Street Address**	32850 Sierra Highway	**Phone**	6612675293
Last Name	Magaña	**City**	Palmdale	**Email**	bmagana@cityofpalmdale.org
Title	Planning Manager	**Zip Code**	93550		

Comments: Include any additional information or explanation for the information provided in the following tables.

2023 PALMDALE Housing Element Annual Progress Report

TABLE A - Housing Development Applications Submitted

Unit Information

Project Identifier		Proposed Units Affordability by Household Incomes									
Current APN	Street Address	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Proposed Units by Project	Total Approved Units by Project	Total Disapproved Units by Project
3018-026-001	30th St E	13	0	1	0	0	0	0	14	14	0
3014-003-033	11th St E / Q-12	0	0	0	0	0	0	10	10	0	0
3014-008-014 and -015	12th St E / Q-15	0	0	0	0	0	0	26	26	0	0
3021-018-015	38520 35th Street East	0	0	0	0	0	0	1	1	1	0
3014-017-018	38233 17th Street East	0	0	0	0	0	0	1	1	1	0
3014-017-018	38233 17th Street East	0	0	0	0	0	0	1	1	1	0
3018-018-031	38753 26th Street East	0	0	0	0	0	0	1	1	1	0
3023-028-088	4202 E Avenue Q-12	0	0	0	0	0	0	1	1	1	0
3012-017-008	37811 Melton Avenue	0	0	0	0	0	0	1	1	1	0
3023-086017	37217 Festival Court	0	0	0	0	0	0	1	1	1	0
3020-025-103	3537 Crystal Court	0	0	0	0	0	0	1	1	1	0
3052-002-025	TBD	0	0	0	0	0	0	1	1	1	0
3052-002-025	TBD	0	0	0	0	0	0	1	1	1	0
3052-002-025	4680 E Avenue S-8	0	0	0	0	0	0	1	1	1	0

3206-059-001	2620 Chicory Lane	0	0	0	0	0	0	1	1	1	0
3018-021-009	38635 27th Street east	0	0	0	0	0	0	1	1	1	0
3206-058-056	37200 Liana Lane	0	0	0	0	0	0	1	1	1	0
3008-019-006	244 East Avenue Q-3	0	0	0	0	0	0	1	1	1	0
3023-083-014	5344 Monaco Lane	0	0	0	0	0	0	1	1	1	0
3012-019-011	37902 Prentiss Avenue	0	0	0	0	0	0	1	1	1	0
3024-037-015	38117 Cima Drive	0	0	0	0	0	0	1	1	1	0
3019-010-036	2904 East Avenue R-10	0	0	0	0	0	0	1	1	1	0
3001-076-029	4759 Mallow Court	0	0	0	0	0	0	1	1	1	0
3052-008-046	36824 37th Street East	0	0	0	0	0	0	1	1	1	0
3019-049-008	2413 E Avenue R-6	0	0	0	0	0	0	1	1	1	0
3018-018-013	38719 27th Street East	0	0	0	0	0	0	1	1	1	0
3012-006-006	37846 11th Street East	0	0	0	0	0	0	1	1	1	0
3101-036-033	41580 Nonpareil Drive	0	0	0	0	0	0	1	1	1	0
3024-049-001	37913 De Diego	0	0	0	0	0	0	1	1	1	0
3023-083-014	5344 Monaco Lane	0	0	0	0	0	0	1	1	1	0
3052-037-404	2736 Jojoba	0	0	0	0	0	0	1	1	1	0
3020-001-053	3653 East Avenue R-12	0	0	0	0	0	0	1	1	1	0

3052-040-037	37068 Keith Court	0	0	0	0	0	0	1	1	1	0
3012-028-054	37947 Rosemarie Street	0	0	0	0	0	0	1	1	1	0
3012-028-054	37947 Rosemarie Street	0	0	0	0	0	0	1	1	1	0
3021-013-007	38538 Landon Avenue	0	0	0	0	0	0	1	1	1	0
3021-013-007	38538 Landon Avenue	0	0	0	0	0	0	1	1	1	0
3003-075-022	38764 Almador Court	0	0	0	0	0	0	1	1	1	0
3003-053-048	39355 Fostoria Court	0	0	0	0	0	0	1	1	1	0
3014-029-027	1141 East Avenue R	0	0	0	0	0	0	1	1	1	0
3020-033-008	37334 37th Street East	0	0	0	0	0	0	1	1	1	0
3101-007-067	41303 Maple Street	0	0	0	0	0	0	1	1	1	0
3052-002-025	4680 E Avenue S-8	0	0	0	0	0	0	1	1	1	0
3101-007-023	5637 Redwood Avenue	0	0	0	0	0	0	1	1	1	0
3023-010-018	37351 51st Street East	0	0	0	0	0	0	1	1	1	0
3023-019-021	4702 E R-12 Avenue	0	0	0	0	0	0	1	1	1	0
3010-031-107	153 E Avenue R-4	0	0	0	0	0	0	1	1	1	0
3003-041-047	2003 Sandstone Court	0	0	0	0	0	0	1	1	1	0
3003-074-035	38844 Calistoga	0	0	0	0	0	0	1	1	1	0

3206-036-013	2833 Smilax Ct	0	0	0	0	0	0	1	1	1	0
3023-041-005	37746 52nd St E	0	0	0	0	0	0	1	1	1	0
N/A	55th E/ Palmdale Blvd	0	0	0	0	0	0	170	170	170	0
N/A	38873 Calistoga ST	0	0	0	0	0	0	1	1	1	0
N/A	N/A	0	0	0	0	0	0	526	526	526	0
Totals		**13**	**0**	**1**	**0**	**0**	**0**	**781**	**795**	**759**	**0**

Project Information

Project Identifier					Unit Types				Density Bonus Applications			
Prior APN	**Current APN**	**Street Address**	**Project Name**	**Local Jurisdiction Tracking ID**	**Unit Category**	**Tenure**	**Date Application Submitted**	**Was Application Submitted Pursuant to SB 35 Streamlining?**	**Was a Density Bonus requested for this housing development?**	**Was a Density Bonus approved for this housing development?**	**Please indicate the status of the application**	**Notes**
	3018-026-001	30th St E	SOS Village/ Together California	SPR 23-0003	5+	Renter	04/12/2023	SB 35 (2017)	No	No	Approved	Related cases PD23-001
	3014-003-033	11th St E / Q-12		SPR 23-0007	5+	Renter	08/18/2023	NONE	No	No	Pending	In Review
	3014-008-014 and -015	12th St E / Q-15		SPR 23-0009	5+	Renter	08/21/2023	NONE	No	No	Pending	In review with Planning
	3021-018-015	38520 35th Street East		Z23-0621	ADU	Owner	12/20/2023	NONE	No	No	Pending	Planning Approved 448.7 SF ADU garage conversion. Building and Safety has issued but not COFO's
	3014-017-018	38233 17th Street East		Z23-0525	ADU	Owner	10/23/2023	NONE	No	No	Pending	Planning Approved. B&S needs corrections
	3014-017-018	38233 17th Street East		Z23-0525	ADU	Owner	10/23/2023	NONE	No	No	Pending	Planning Approved. B&S needs corrections

	3018-018-031	38753 26th Street East		Z23-0521	ADU	Owner	10/19/2023	NONE	No	No	Pending	Planning Approved a 1,156 sqft detached ADU. Corrections required for B&S under RES23-00084
	3023-028-088	4202 E Avenue Q-12		Z23-0613	ADU	Owner	12/18/2023	NONE	No	No	Pending	Planning Approved. Corrections required with B&S under RES23-00106
	3012-017-008	37811 Melton Avenue		Z23-0603	ADU	Owner	12/13/2023	NONE	No	No	Pending	Payment pending with Planning Division
	3023-086017	37217 Festival Court		Z23-0618	ADU	Owner	12/19/2023	NONE	No	No	Pending	Planning Approved. Corrections required for B&S under RES23-00129
	3020-025-103	3537 Crystal Court		Z23-0617	ADU	Owner	12/19/2023	NONE	No	No	Pending	Planning Approved. Corrections required with B&S under RES23-00128
	3052-002-025	TBD		Z23-320	SFD	Owner	06/28/2023	NONE	No	No	Pending	Planning approved. B&S need corrections

	3052-002-025	TBD		Z23-320	ADU	Owner	06/28/2023	NONE	No	No	Pending	Planning approved JR ADU. B&S approved plans on 2/12/2024 waiting on agency sign off
	3052-002-025	4680 E Avenue S-8		Z23-320	ADU	Owner	06/28/2023	NONE	No	No	Pending	Planning approved 1,119sqft detached ADU. B&S approved plans 03/18/2024 B23-00424
	3206-059-001	2620 Chicory Lane		Z23-0355	ADU	Owner	07/26/2023	NONE	No	No	Pending	Planning Approved 618 SF garage conversion to ADU. In review with B&S under RES23-00089
	3018-021-009	38635 27th Street East		Z23-0384	ADU	Owner	08/15/2023	NONE	No	No	Pending	Planning Approved 1,196 sqft detached ADU. Plans were approved by B&S on 2/21/2024
	3206-058-056	37200 Liana Lane		Z23-0404	ADU	Owner	08/23/2023	NONE	No	No	Pending	Planning Approved 747 sqft detached ADU. In review with B&S 11/21/2023

	3008-019-006	244 East Avenue Q-3		Z23-0438	ADU	Owner	09/12/2023	NONE	No	No	Pending	Planning Approved 398 sqft JADU garage conversion . Corrections required with B&S under RES23-00070
	3023-083-014	5344 Monaco Lane		Z23-0440	ADU	Owner	09/12/2023	NONE	No	No	Withdrawn	Applicant withdrew Application then applied later under Z23 -0527
	3012-019-011	37902 Prentiss Avenue		Z23-0452	ADU	Owner	09/15/2023	NONE	No	No	Pending	Planning Approved 823.2 sqft ADU (convert 355 sqft detached garage and addition to that garage of 468 sqft) . Plans are approved with B&S under RES23-00110
	3024-037-015	38117 Cima Drive		Z23-0457	ADU	Owner	09/19/2023	NONE	No	No	Pending	Planning Approved 809 sqft ADU. No B&S permit number was found in the system .

	3019-010-036	2904 East Avenue R-10		Z23-0460	ADU	Owner	09/20/2023	NONE	No	No	Pending	Planning Approved 499 sqft detached ADU. B&S Issued their permit under RES23-00086 on 3/13/2024
	3001-076-029	4759 Mallow Court		Z23-0462	ADU	Owner	09/21/2023	NONE	No	No	Pending	Planning Approved conversion of attached garage 596 sqft JADU. B&S approved 660 sqft garage conversion to JADU under RES23-00060
	3052-008-046	36824 37th Street East		Z23-0464	ADU	Owner	09/25/2023	NONE	No	No	Pending	Planning Approved new detached 1,150 Sqft ADU. B&S status states "open" status under RES24-00041
	3019-049-008	2413 E Avenue R-6		Z23-0473	ADU	Owner	09/27/2023	NONE	No	No	Pending	Planning Approved detached 749 sqft ADU on 03/06/2024. B&S permit was opened 03/04/2024 under RES24-00066

	3018-018-013	38719 27th Street East		Z23-0496	ADU	Owner	10/24/2023	NONE	No	No	Pending	Planning Approved a new detached ADU 1,199 SF B&S status states "Open" under RES24-00085
	3012-006-006	37846 11th Street East		Z23-0498	ADU	Owner	10/11/2023	NONE	No	No	Pending	Planning Approved a 360 sqft garage conversion. B&S issued building permit 12/13/2023 under RES23-00083. Not COFO'd
	3101-036-033	41580 Nonpareil Drive		Z23-0510	ADU	Owner	10/17/2023	NONE	No	No	Pending	In Review with Planning. Proposed 1,106 sqft detached ADU (pre-approved plans)
	3024-049-001	37913 De Diego		Z23-0526	ADU	Owner	10/24/2023	NONE	No	No	Pending	Planning Approved. B&S is pending agency approval. Teir status states Plans Approved but not issued or COFo's

	3023-083-014	5344 Monaco Lane		Z23-0527	ADU	Owner	10/24/2023	NONE	No	No	Pending	Planning Approved 404.50 sqft attached garage conversion to JADU. B&S issued on 1/22/2023 under RES23-00105
	3052-037-404	2736 Jojoba		Z23-0544	ADU	Owner	11/02/2023	NONE	No	No	Pending	Planning Approved. Pending Status with B&S
	3020-001-053	3653 East Avenue R-12		Z23-0547	ADU	Owner	11/06/2023	NONE	No	No	Pending	Planning Approved 472 sqft ADU garage Conversion. B&S approved plans on 03/05/2024
	3052-040-037	37068 Keith Court		Z23-0600	ADU	Owner	12/11/2023	NONE	No	No	Pending	Planning Approved 415 sqft attached garage conversion. B&S states corrections are required under RES24-00060
	3012-028-054	37947 Rosemarie Street		Z23-0596	ADU	Owner	12/06/2023	NONE	No	No	Pending	Planning Approved attached garage conversion 411 sqft. B&S Status = Corrections required

	3012-028-054	37947 Rosemarie Street		Z23-0596	ADU	Owner	12/06/2023	NONE	No	No	Pending	Planning Approved 749 Detached ADU. B&S corrections required under RES23-00130
	3021-013-007	38538 Landon Avenue		Z23-0593	ADU	Owner	12/05/2023	NONE	No	No	Pending	Planning approved 423 sqft ADU garage conversion. B&S RES24-00056 states Open Status
	3021-013-007	38538 Landon Avenue		Z23-0593	ADU	Owner	12/05/2023	NONE	No	No	Pending	Planning Approved detached ADU totaling 1,022 sqft . B&S status = Open 1,022 sqft detached ADU. B&S status is Open under RES24-00056
	3003-075-022	38764 Almador Court		Z23-0583	ADU	Owner	11/29/2023	NONE	No	No	Pending	Planning approved a 499 sqft detached ADU. Status states OPEN for B&S
	3003-053-048	39355 Fostoria Court		Z23-0574	ADU	Owner	11/22/2023	NONE	No	No	Pending	Planning Approved 749 Detached ADU.. Waiting on Agency Sign offs for B&S issuance

	3014-029-027	1141 East Avenue R		Z23-0542	ADU	Owner	11/01/2023	NONE	No	No	Pending	Planning approved a 1,188 sqft detached ADU. B&S issued permit 02/01/24 pending COFO.
	3020-033-008	37334 37th Street East		Z23-0539	ADU	Owner	10/31/2023	NONE	No	No	Pending	Planning Approved a 432 sqft ADU garage conversion
	3101-007-067	41303 Maple Street		Z23-0362	ADU	Owner	07/26/2023	NONE	No	No	Pending	Planning approved 618 sqft garage conversion. B&S is pending status under RES23-00089
	3052-002-025	4680 E Avenue S-8		Z23-320	ADU	Owner	06/28/2023	NONE	No	No	Pending	Planning approved attached 495 sqft JADU. B&S approved plans 03/18/2024under B23-00423
	3101-007-023	5637 Redwood Avenue		Z23-0380	ADU	Owner	08/13/2023	NONE	No	No	Pending	Planning approved 748 sqft conversion of main house into an ADU. B&S status states it was issued on 10/19/2023. Has not been COFO'd

	3023-010-018	37351 51st Street East		Z23-0380	ADU	Owner	08/17/2023	NONE	No	No	Pending	Planning approved garage conversion of 440 sqft to a JADU. B&S issued permit 11/01/2023. Not COFO'd.
	3023-019-021	4702 E R-12 Avenue		Z23-0363	ADU	Owner	08/15/2023	NONE	No	No	Pending	Planning approved Detached 2 car garage conversion to ADu 746.13 sqft. In review with B&S under RES23-00092
	3010-031-107	153 E Avenue R-4		Z23-0466	ADU	Owner	09/25/2023	NONE	No	No	Pending	Planning approved new deatched 725 sqft ADU. B&S requires corrections under RES23-00073
	3003-041-047	2003 Sandstone Court		Z23-307	ADU	Owner	06/15/2023	NONE	No	No	Pending	Planning approved 627 sqft garage conversion for an ADU. B&S status is "final 3/21/2024" under RES23-00013

	3003-074-035	38844 Calistoga		Z23-284	ADU	Owner	06/01/2023	NONE	No	No	Pending	Planning approved a 469 sqft attached ADU. B&S issued B23-00105 on 12/11/2023
	3206-036-013	2833 Smilax Ct		Z23-160	ADU	Owner	04/06/2023	NONE	No	No	Pending	Planning approved 498 attached garage conversion into a JADU. Issued with B&S under B23-01448
	3023-041-005	37746 52nd St E		Z23-223	ADU	Owner	05/01/2023	NONE	No	No	Pending	Planning approved a new detached 675 sqft ADU. B&S issued B23-04599 on 8/28/2023
3206-076-001	N/A	55th E/ Palmdale Blvd	Ravello	SDP23-001	5+	Renter	05/15/2023	NONE	No	No	Approved	Tract 52200-4 lots 1-88. 72 SFR's , 71 ADU's, and 27 JADU's
	N/A	38873 Calistoga ST		Z23-247	ADU	Owner	05/15/2023	NONE	No	No	Pending	Planning approved JADU garage conversion 488 sqft. B&S issued on 8/09/2023

N/A	N/A	N/A	Joshua Ranch	VT52200TE3	5+	Owner	02/25/2015	NONE	No	No	Pending	TIME EXTENSION TO VTTM 52200 (PHASES 4 AND FINAL) on 1/3/2023 526 SFR LOTS ON 700+ ACRES. Still pending building permits

2023 PALMDALE Housing Element Annual Progress Report

TABLE A2 - Annual Building Activity Report Summary - New Construction

Entitlements

Project Identifier			Affordability by Household Income - Entitlements								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units Issued Entitlements
3005-027-024	39763 Country Club Drive	Z22-344	0	0	0	0	0	0	0		0
3021-028-026	38543 Frontier Avenue	Z22-084	0	0	0	0	0	0	0		0
3015-004-022	38548 11th Street East	Z22-477	0	0	0	0	0	0	0		0
3023-017-072	37339 Segovia Way	Z22-521	0	0	0	0	0	0	0		0
0000-000-000	5910 East Avenue T	Z22-392	0	0	0	0	0	0	0		0
3023-083-008	5306 Monaco Lane	Z22-453	0	0	0	0	0	0	0		0
3021-007-002	38751 33rd Street East	Z22-462	0	0	0	0	0	0	0		0
3003-083-022	38770 Elder Creek	Z22-591	0	0	0	0	0	0	0		0
3018-014-074	38533 25th Street East	SPR 22-003/ B22-01441 / B22-01448	0	0	0	0	0	0	0		0
3008-040-012	38732 9th Street East	MSPR 22-002	2	0	0	0	0	0	29	05/17/2022	31
3024-054-019	37262 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-028	6543 Neil Drive	SDP 21-008 / B22-00993	0	0	0	0	0	0	0		0
3024-054-030	37237 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0

3024-054-020	37254 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-0303	37237 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-020	37254 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-021	37246 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-023	6561 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3024-054-024	6553 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3024-054-026	6550 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3024-054-021	37246 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-023	6561 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-024	6553 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-026	6550 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-029	37229 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-031	37245 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-033	37261 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-022	37238 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-025	6558 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-027	6542 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-032	37253 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3050-004-009	5902 East Avenue T2	Z22-392	0	0	0	0	0	0	0		0
3206-064-044	39350 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-004	39324 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0

3206-065-018	39313 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-002	39336 Stallion Drive	B22-02291	0	0	0	0	0	0	0		0
3206-065-019	39321 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-021	39343 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206064043	39358 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-001	39342 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-003	39330 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-005	39318 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-020	39329 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3023-095-036	38702 Allegro Ct	Z20-494	0	0	0	0	0	0	0		0
3024-047-024	6890 Jack rabbit Way	Z22-558	0	0	0	0	0	0	0		0
3024-054-028	6534 Neil Dr	SDP21-008	0	0	0	0	0	0	0		0
3014-030-025	1342 E Avenue Q11	Z22-202	0	0	0	0	0	0	0		0
N/A	5219 Lilac Drive	SDP23-001 / BM23-00974	0	0	0	0	0	0	0		0
N/A	5227 Lilac Drive	SDP23-001 / BM23-00975	0	0	0	0	0	0	0		0
N/A	5309 Lilac Drive	SDP23-001 / BM23-00976	0	0	0	0	0	0	0		0
N/A	5317 Lilac Drive	SDP23-001 / BM23-00977	0	0	0	0	0	0	0		0
N/A	5421 Lilac Drive	SDP23-001 / BM23-00971	0	0	0	0	0	0	0		0

N/A	5431 Lilac Drive	SDP23-001 / BM23-00978	0	0	0	0	0	0	0		0
N/A	5441 Lilac Drive	SDP23-001 / BM23-00980	0	0	0	0	0	0	0		0
JADU	38318 Eucalyptus Street C	SDP23-001 / B23-01098	0	0	0	0	0	0	0		0
3020-042-052	3577 Adobe Place	SDP20-001 / B22-01619	0	0	0	0	0	0	0		0
3020-042-022	38017 Columbine Court	SDP20-001 / B22-01622	0	0	0	0	0	0	0		0
JADU	38317 Pine Street, C	SDP23-001 / B23-01099	0	0	0	0	0	0	0		0
JADU	38316 Pine Street C	SDP23-001 / B23-01100	0	0	0	0	0	0	0		0
JADU	38308 Pine Street C	SDP23-001/ B23-01101	0	0	0	0	0	0	0		0
3024-054-029	37229 Ethan Place	SDP23-008	0	0	0	0	0	0	0		0
3024-054-031	32745 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-033	37261 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-022	37238 Ethan Place	SDP21-003	0	0	0	0	0	0	0		0
3024-054-025	6558 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3024-054-032	37253 ETHAN PL	SDP21-008	0	0	0	0	0	0	0		0
3024-054-019	37262 Ethan PL	SDP21-008	0	0	0	0	0	0	0		0
3004-042-027	1746 Autumnist Drive	Z22-071	0	0	0	0	0	0	0		0
3053-060-017	1824 Quartzite Ct	Z22-290	0	0	0	0	0	0	0		0
3019-043-091	2138 Mark Ave	Z22-360	0	0	0	0	0	0	0		0

3019-046-068	2045 Estrella CT	Z22-539	0	0	0	0	0	0	0		0
3101-045-032	41556 Vista Linda	B22-03629	0	0	0	0	0	0	0		0
3023-067-031	38136 52nd St East	B22-02897	0	0	0	0	0	0	0		0
3004-042-062	1840 Ashberry Dr	B23-00666	0	0	0	0	0	0	0		0
3051-048-028	5219 Alyssa Ln	B23-00433	0	0	0	0	0	0	0		0
3023-041-005	37746 52nd St E	Z23-223	0	0	0	0	0	0	0		0
ADU	38318 Eucalyptus B	SDP23-001 / B23-01103	0	0	0	0	0	0	0		0
3001-145-020	3718 Club Rancho Drive	B21-01785	0	0	0	0	0	0	0		0
3012-006-010	37820 11th Street East	B21-02729	0	0	0	0	0	0	0		0
3023-093-009	5773 Atlas Way	Z22-096	0	0	0	0	0	0	0		0
3014-024-023	1861 East Avenue Q12	Z22-050	0	0	0	0	0	0	0		0
3023-051-006	4043 East Avenue Q11	Z22-076	0	0	0	0	0	0	0		0
3024-054-051	37260 Harrison Way	SDP21-008	0	0	0	0	0	0	0		0
3024-054-059	6518 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-060	6526 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3005-043-021	39999 Penina Way	Z22-173	0	0	0	0	0	0	0		0
3024-054-004	37327 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-005	37335 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-006	37343 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-900	37351 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0

3024-054-007	6519 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-008	6527 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-009	6535 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-010	6543 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-011	6551 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-012	6559 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-013	37346 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-014	37338 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-015	37330 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-016	37322 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-017	37314 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-018	37306 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-034	37305 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-035	37313 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-036	37321 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-037	37329 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-038	37337 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-039	6542 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0

3024-054-040	6534 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-041	6526 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-042	37336 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-043	37328 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-044	37320 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-045	37312 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-046	37304 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-035-019	38319 Mariner Court	Z22-361	0	0	0	0	0	0	0		0
3003-073-037	39217 23rd Street East	Z22-570	0	0	0	0	0	0	0		0
3204-030-174	41658 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-153	41643 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-155	6350 Luna Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-156	6356 Luna Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-157	6355 Luna Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-159	41707 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-147	6342 Hermosa Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-151	6347 Hermosa Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-152	41631 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0

3204-030-175	41648 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-176	41638 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-177	41628 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3024-054-060	6526 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-051	37260 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-059	6518 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-006	37343 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-007	6519 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-010	6543 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-017	37314 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-038	37337 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-043	37328 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-004	37327 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-005	37335 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-900	37351 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-009	6535 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-012	6559 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-013	37346 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-014	37338 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0

3024-054-016	37322 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-018	37306 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-035	37313 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-036	37321 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-037	37329 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-039	6542 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-040	6534 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-041	6526 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-044	37320 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-046	37304 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-008	6527 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-011	6551 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-015	37330 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-034	37305 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-042	37336 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3020-042-052	38041 Columbine Court	B22-01619	0	0	0	0	0	0	0		0
3020-042-020	38033 Columbine Court	B22-01620	0	0	0	0	0	0	0		0

302-042-021	38025 Columbine Court	B22-01621	0	0	0	0	0	0	0		0
3020-042-048	38028 Columbine Court	B22-01623	0	0	0	0	0	0	0		0
3020-042-049	38036 Columbine Court	B22-01624	0	0	0	0	0	0	0		0
3020-042-050	38044 Columbine Court	B22-01625	0	0	0	0	0	0	0		0
3020-042-051	38052 Columbine Court	B22-01621	0	0	0	0	0	0	0		0
3020-042-010	38041 Periwinkle Place	B22-01635	0	0	0	0	0	0	0		0
3020-042-011	38033 Periwinkle Place	B22-01636	0	0	0	0	0	0	0		0
3020-042-012	38025 Periwinkle Place	B22-01637	0	0	0	0	0	0	0		0
3020-042-014	38010 Periwinkle Place	B22-01639	0	0	0	0	0	0	0		0
3020-042-015	38018 Periwinkle Place	B22-01640	0	0	0	0	0	0	0		0
3020-042-016	38026 Periwinkle Place	B22-01641	0	0	0	0	0	0	0		0
3020-042-017	38034 Periwinkle Place	B22-01642	0	0	0	0	0	0	0		0
3020-042-053	3569 Adobe Drive	B22 -01644	0	0	0	0	0	0	0		0

3020-042-054	3561 Adobe Drive	B22-01645	0	0	0	0	0	0	0		0
3020-042-056	3545 Adobe Drive	B22-01647	0	0	0	0	0	0	0		0
3020-042-057	3537 Adobe Drive	B22-01648	0	0	0	0	0	0	0		0
3020-042-001	38041 Coral Bell Circle	SDP 20-001 / B22-01658	0	0	0	0	0	0	0		0
3020-042-002	38033 Coral Bell Circle	B22-01659	0	0	0	0	0	0	0		0
3020-042-003	38025 Coral Bell Circle	B22-01660	0	0	0	0	0	0	0		0
3020-042-004	38017 Coral Bell Circle	B22-01661	0	0	0	0	0	0	0		0
3020-042-006	38018 Coral Bell Circle	B22-01663	0	0	0	0	0	0	0		0
3020-042-007	38026 Coral Bell Circle	B22-01664	0	0	0	0	0	0	0		0
3020-042-008	38034 Coral Bell Circle	B22-01665	0	0	0	0	0	0	0		0
3020-042-009	38042 Coral Bell Circle	B22-01666	0	0	0	0	0	0	0		0
3020-042-058	3529 Adobe Drive	B22-01667	0	0	0	0	0	0	0		0
3020-042-059	3521 Adobe Drive	B22-01668	0	0	0	0	0	0	0		0
3020-042-060	3513 Adobe Drive	B22-01669	0	0	0	0	0	0	0		0
3020-042-061	3505 Adobe Drive	B22-01670	0	0	0	0	0	0	0		0
3206-065-006	39310 Stallion Drive	B22-02268	0	0	0	0	0	0	0		0
3206-065-009	39238 Stallion Drive	B22-02269	0	0	0	0	0	0	0		0
3206-065-015	39243 Stallion Drive	B22-02270	0	0	0	0	0	0	0		0

3206-065-008	39254 Stallion Drive	B22-02271	0	0	0	0	0	0	0		0
3206-065-010	39222 Stallion Drive	B22-02272	0	0	0	0	0	0	0		0
3206-065-012	39217 Stallion Drive	B22-02289	0	0	0	0	0	0	0		0
3206-065-016	39267 Stallion Drive	B22-02290	0	0	0	0	0	0	0		0
3206-065-011	39210 Stallion Drive	B22-02297	0	0	0	0	0	0	0		0
3206-065-013	39223 Stallion Drive	B22-02298	0	0	0	0	0	0	0		0
3206-065-014	39231 Stallion Drive	B22-02299	0	0	0	0	0	0	0		0
3206-065-017	39303 Stallion Drive	B22-02300	0	0	0	0	0	0	0		0
3206-064-013	3904 Stirrup Court	B22-03308	0	0	0	0	0	0	0		0
N/A	38921 Candlenut Drive	B22-02216	0	0	0	0	0	0	0		0
JADU	38309 Pine St C	SDP23-001 / B23-01214	0	0	0	0	0	0	0		0
3015-015-020	38648 15th Ste East	Z21-261	0	0	0	0	0	0	0		0
N/A	40127 Pevero Court	TTM 52200-2	0	0	0	0	0	0	0		0
n/a	40119 Pevero Court	B22-02182	0	0	0	0	0	0	0		0
3024-054-027	6542 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3018-018-020	38726 26th Street E	B18-01189	0	0	0	0	0	0	0		0
3024-031-037	37520 Calle Mazatlan	Z21-203	0	0	0	0	0	0	0		0
3006-017-012	268 E Avenue P4	B22-03709	0	0	0	0	0	0	0		0

3003-077-049	39033 Virginia St	B22-02918	0	0	0	0	0	0	0		0
3015-019-011	1503 E Avenue Q6, Unit B	B22-00075	0	0	0	0	0	0	0		0
3024-046-053	6565 Lasseron Dr.	B22-00069	0	0	0	0	0	0	0		0
3001-047-012	40327 Nido Ct	B21-01086	0	0	0	0	0	0	0		0
n/a	40113 Pevero Ct	SDP21-001/ TTM 74927	0	0	0	0	0	0	0		0
n/a	5220 Lilac Dr	SDP21-007 / B23-00907	0	0	0	0	0	0	0		0
n/a	5220 Lilac Dr.	SDP2-007 / B23-00908	0	0	0	0	0	0	0		0
n/a	5219 Lilac Dr.	SDP23-001 / B2300967	0	0	0	0	0	0	0		0
n/a	5227 Lilac Dr.	SDP23-001 / B2300968	0	0	0	0	0	0	0		0
n/a	5309 Lilac Dr.	SDP23-001 / B2300969	0	0	0	0	0	0	0		0
n/a	5441 Lilac Dr.	SDP23-001 / B2300973	0	0	0	0	0	0	0		0
n/a	5317 Lilac Dr,	SDP23-001 / B2300970	0	0	0	0	0	0	0		0
n/a	5421 Lilac Dr.	SDP23-001/B2300971	0	0	0	0	0	0	0		0
n/a	5431 Lilac Dr.	SDP23-001 / B2300967	0	0	0	0	0	0	0		0
n/a	38309 Pine St	SDP23-001 / B23-01206	0	0	0	0	0	0	0		0
n/a	38295 Pine St	SDP23-001 / B23-01207	0	0	0	0	0	0	0		0
n/a	38287 Pine St	SDP23-001 / B23-01208	0	0	0	0	0	0	0		0
n/a	38279 Pine St	SDP23-001 / B23-01209	0	0	0	0	0	0	0		0

n/a	38286 Pine St	SDP23-001 / B23-01210	0	0	0	0	0	0	0		0
n/a	38278 Pine St	SDP23-001 / B23-01211	0	0	0	0	0	0	0		0
ADU	38287 Pine St	SDP23-001 / B23-01216	0	0	0	0	0	0	0		0
ADU	38317 Pine St	SDP23-001 / B23-01099	0	0	0	0	0	0	0		0
ADU	38279 Pine St	SDP23-001 /	0	0	0	0	0	0	0		0
JADU	38286 Pine St C	SDP23-001 / B23-01218	0	0	0	0	0	0	0		0
JADU	38294 PINE ST C	SDP 23-001 / B23-01102	0	0	0	0	0	0	0		0
3024-054-040	6534 Stacy Lane	B22-01021	0	0	0	0	0	0	0		0
3024-054-034	6542 Stacy Lane	B22-01032	0	0	0	0	0	0	0		0
3024-054-041	6526 Stacy Lane	B22-01022	0	0	0	0	0	0	0		0
3024-054-045	37312 Harrison Way	B22-01034	0	0	0	0	0	0	0		0
N/A	38316 PINE ST	SDP23-001 /	0	0	0	0	0	0	0		0
N/A	38840 MALVA ROSA DR	SDP20-004/ B22-04109	0	0	0	0	0	0	0		0
N/A	2314 Century Plant St	SDP20-004 / B22-04110	0	0	0	0	0	0	0		0
N/A	2302 Century Plant St	SDP20-004 / B22-04111	0	0	0	0	0	0	0		0
N/A	2309 CENTURY PLANT ST	SDP20-004 / B22-04112	0	0	0	0	0	0	0		0
N/A	2321 CENTURY PLANT ST	SDP20-004 B22-04113	0	0	0	0	0	0	0		0
N/A	38848 Malva Rosa Dr	SDP20-004 / B22-04115	0	0	0	0	0	0	0		0

N/A	2308 Century Plant St	SDP20-004 / B22-04116	0	0	0	0	0	0	0		0
N/A	2237 CENTURY PLANT ST	SDP20-004 / B22-04117	0	0	0	0	0	0	0		0
N/A	38856 MALVA ROSA DR	SDP20-004 / B22-04118	0	0	0	0	0	0	0		0
N/A	2320 Century Plant St	SDP20-004 / B22-04119	0	0	0	0	0	0	0		0
N/A	2236 CENTURY PLANT ST	SDP20-004 / B22-04120	0	0	0	0	0	0	0		0
N/A	2303 CENTURY PLANT ST	SDP20-004 / B22-04121	0	0	0	0	0	0	0		0
N/A	2315 CENTURY PLANT ST	SDP20-004 / B22-04122	0	0	0	0	0	0	0		0
N/A	38318 Eucalyptus St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38326 Eucalyptus St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38325 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38317 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38324 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38316 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38308 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38294 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38294 PINE ST	SDP 23-001	0	0	0	0	0	0	0		0
N/A	38326 Eucalyptus St	SDP 23-001	0	0	0	0	0	0	0		0
N/A	38325 PINE ST	SDP 23-001	0	0	0	0	0	0	0		0
N/A	38324 PINE ST	SDP 23-001	0	0	0	0	0	0	0		0
N/A	38309 Pine St	SDP23-001	0	0	0	0	0	0	0		0

3021-018-015	38520 35TH Street East	Z23-0621	0	0	0	0	0	0	0		0
3012-006-006	37846 11TH Street	Z23-0498	0	0	0	0	0	0	0		0
3003-041-047	2003 SANDSTONE Court	Z23-307	0	0	0	0	0	0	0		0
3003-074-035	38844 CALISTOGA ST	Z23-284	0	0	0	0	0	0	0		0
3052-036-424	2904 NANDINA DR	SDP20-004 / B22-01464	0	0	0	0	0	0	0		0
3206-036-013	2833 Similax Ct	Z23-160	0	0	0	0	0	0	0		0
3021-017-011	38520 LILACVIEW Avenue	Z23-343	0	0	0	0	0	0	0		0
N/A	38278 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38295 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38832 Malva Rosa Dr	SDP20-004 / B22-04114	0	0	0	0	0	0	0		0
3015-020-009	1609 E Avenue Q6	Z22-605	0	0	0	0	0	0	0		0
N/A	38308 Pine St B	SDP23-001	0	0	0	0	0	0	0		0
N/A	38270 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38262 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38271 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38263 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38255 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38191 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38183 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38175 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38270 PINE ST B	SDP23-001	0	0	0	0	0	0	0		0
N/A	38262 PINE ST	SDP23-001	0	0	0	0	0	0	0		0

N/A	38271 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38263 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38255 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38191 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38183 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38175 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38271 Pine St C	SDP23-001 / B23-01433	0	0	0	0	0	0	0		0
JADU	38263 PINE ST C	SDP23-001 / B23-01434	0	0	0	0	0	0	0		0
JADU	38255 PINE ST C	SDP23-001 / B23-01435	0	0	0	0	0	0	0		0
JADU	38191 PINE ST C	SDP23-001	0	0	0	0	0	0	0		0
JADU	38183 PINE ST C	SDP23-001 B23-01437	0	0	0	0	0	0	0		0
JADU	38270 PINE ST C	SDP23-001 / B23-01432	0	0	0	0	0	0	0		0
N/A	38194 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38186 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38178 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38170 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	5414 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5406 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5320 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5312 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5304 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	38194 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38186 PINE ST	SDP23-001	0	0	0	0	0	0	0		0

N/A	38178 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	5414 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5406 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5320 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5312 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5304 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
JADU	5414 YUCCA WY C	SDP23-001 / B23-01472	0	0	0	0	0	0	0		0
N/A	38176 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38176 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38176 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38184 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38192 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38256 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38184 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38192 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0

N/A	38256 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38184 EUCALYPTUS ST C	SDP23-001 / B23-01491	0	0	0	0	0	0	0		0
JADU	38192 EUCALYPTUS ST	SDP23-001 / B23-01492	0	0	0	0	0	0	0		0
JADU	38256 EUCALYPTUS ST C	SDP23-001 B23-01493	0	0	0	0	0	0	0		0
N/A	38173 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38253 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38253 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38181 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38181 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38189 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38189 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38173 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0

N/A	38261 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38269 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38285 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38293 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38277 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38303 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38261 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38269 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38277 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38285 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38293 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38303 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0

N/A	37022 LA CONTEMPO AV	SDP23-001	0	0	0	0	0	0	0		0
N/A	5224 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5216 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5208 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5224 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5216 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5208 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	38302 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38274 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38250 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38174 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38290 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38282 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38266 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38258 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38190 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38182 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38302 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38290 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38282 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38274 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38266 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38258 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38250 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38190 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38182 OAK ST	SDP23-001	0	0	0	0	0	0	0		0

N/A	38174 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
3003-065-017	38873 CALISTOGA ST	Z23-247	0	0	0	0	0	0	0		0
N/A	38264 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38280 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38296 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38272 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38288 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38310 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38264 EUCALYPTUS ST C	SDP23-001 / B23-02060	0	0	0	0	0	0	0		0
JADU	38272 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38280 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38288 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38296 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0

JADU	38310 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38264 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38272 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38280 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38288 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38296 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38310 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	2402 Desert Agave Street	SDP23-001	0	0	0	0	0	0	0		0
N/A	2337 Desert Agave Street	SDP23-001	0	0	0	0	0	0	0		0
N/A	2401 Desert Agave Street	SDP23-001	0	0	0	0	0	0	0		0
N/A	39664 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39636 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39642 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39641 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39629 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0

N/A	39624 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39635 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39630 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
3024-020-031	37616 Ruby Lane	B23-01068	0	0	0	0	0	0	0		0
N/A	3640 Saddleback Dr	B22-04093	0	0	0	0	0	0	0		0
N/A	3692 Adobe Dr	B22-04094	0	0	0	0	0	0	0		0
N/A	3668 Adobe Dr	B22-04095	0	0	0	0	0	0	0		0
N/A	3667 Adobe Dr	B22-04096	0	0	0	0	0	0	0		0
N/A	38027 Cranesbill Ct	B22-04097	0	0	0	0	0	0	0		0
N/A	3684 Adobe Dr	B22-04098	0	0	0	0	0	0	0		0
N/A	3691 Adobe Dr	B22-04099	0	0	0	0	0	0	0		0
N/A	3675 Adobe Dr	B22-04100	0	0	0	0	0	0	0		0
N/A	38035 Cranesbill Ct	B22-04101	0	0	0	0	0	0	0		0
N/A	3632 Saddleback Rd	B22-04102	0	0	0	0	0	0	0		0
N/A	3676 Adobe Dr	B22-04103	0	0	0	0	0	0	0		0
N/A	3683 Adobe Dr	B22-04104	0	0	0	0	0	0	0		0
N/A	3659 Adobe Dr.	B22-04105	0	0	0	0	0	0	0		0
N/A	38043 Cranesbill Ct	B22-04106	0	0	0	0	0	0	0		0
N/A	38051 Cranesbill Ct	B22-04106	0	0	0	0	0	0	0		0
3001-074-009	40028 Palmetto Dr.	Z23-337/ B23-02297	0	0	0	0	0	0	0		0
3010-011-019	37430 Larkin Ave	B23-00746	0	0	0	0	0	0	0		0
3024-031-043	37456 Calle Mazatlan	B23-00052	0	0	0	0	0	0	0		0

3012-036-033	1723 Plymouth Ct	B22-02507	0	0	0	0	0	0	0		0
3021-010-011	38657 Lilacview Ave	B23-01258	0	0	0	0	0	0	0		0
3051-035-050	36824 Royce Ct B	B23-01882	0	0	0	0	0	0	0		0
3015-020-001	1659 E Ave Q-6	B 23-00816	0	0	0	0	0	0	0		0
3024-030-029	6333 Posada Ct	RES23-00031	0	0	0	0	0	0	0		0
N/A	3716 Eliopulos Ranch Dr	SDP 18-004 / B23-01393	0	0	0	0	0	0	0		0
N/A	3710 Eliopulos Ranch Dr	SDP 18-004 / B23-01395	0	0	0	0	0	0	0		0
N/A	3704 Eliopulos Ranch Dr.	SDP 18-004 / B23-01399	0	0	0	0	0	0	0		0
3101-007-023	5637 Redwood Ave. B	RES23-00029	0	0	0	0	0	0	0		0
3023-010-018	37351 51st Street	RES23-00048	0	0	0	0	0	0	0		0
3009-001-029	172 Taintor Rd	RES23-00053	0	0	0	0	0	0	0		0
3009-001-030	176 Taintor Rd	RES23-00054	0	0	0	0	0	0	0		0
3009-001-039	38206 Vito Lane	RES23-00055	0	0	0	0	0	0	0		0
3009-001-040	38202 Vito Lane	RES23-00056	0	0	0	0	0	0	0		0
3009-010-47	38207 Vito Lane	RES23-00057	0	0	0	0	0	0	0		0
3009-001-048	38203 Vito Lane	RES23-00058	0	0	0	0	0	0	0		0
3021-017-011	38520 Lilacview Ave	RES23-00021	0	0	0	0	0	0	0		0
N/A	38215 Vito Lane	B23-01364	0	0	0	0	0	0	0		0
N/A	38211 Vito Lane	B23-01365	0	0	0	0	0	0	0		0

N/A	162 Taintor Rd	B23-01366	0	0	0	0	0	0	0		0
N/A	166 Taintor Rd	B23-01367	0	0	0	0	0	0	0		0
N/A	38214 Vito Rd	B23-01368	0	0	0	0	0	0	0		0
N/A	38210 Vito Lane	B23-01369	0	0	0	0	0	0	0		0
3005-027-028	39730 Eadmer Ave	B23-00824	0	0	0	0	0	0	0		0
N/A	39626 Rula Dr	SDP 18-004 /B23-01380	0	0	0	0	0	0	0		0
N/A	39640 Rula Dr	SDP 18-004 / B23-01381	0	0	0	0	0	0	0		0
N/A	39650 Canter Ct	SDP 18-004 / B23-01382	0	0	0	0	0	0	0		0
N/A	39658 Rula Dr	SDP 18-004 / B23-01383	0	0	0	0	0	0	0		0
N/A	39660 Nicholas Ct	SDP 18-004 / B23-01384	0	0	0	0	0	0	0		0
N/A	39634 Rula Dr	SDP 18-004 / B23-01385	0	0	0	0	0	0	0		0
N/A	39646 Rula Dr.	SDP 18-004 / B23-01386	0	0	0	0	0	0	0		0
N/A	39641 Rula Dr	SDP 18-004 / B23-01387	0	0	0	0	0	0	0		0
N/A	39633 Rula Dr	SDP 18-004 / B23-01388	0	0	0	0	0	0	0		0
N/A	39625 Rula Dr	SDP 18-004 / B23-01389	0	0	0	0	0	0	0		0
N/A	396562 Rula Dr	SDP 18-004 / B23-01390	0	0	0	0	0	0	0		0
N/A	39655 Canter Ct	SDP 18-004 / B23-01391	0	0	0	0	0	0	0		0
JADU	38295 Pine St C	SDP23-001 B23-01215	0	0	0	0	0	0	0		0
JADU	38279 Pine St	SDP23-001 / B23-01217	0	0	0	0	0	0	0		0

N/A	38286 Pine St B	SDP23-001	0	0	0	0	0	0	0		0
JADU	38278 Pine St C	SDP23-001 / B23-01219	0	0	0	0	0	0	0		0
JADU	38287 Pine St	SDP23-001 / B23-01216	0	0	0	0	0	0	0		0
Totals			**2**	**0**	**0**	**0**	**0**	**0**	**29**		**31**

Building Permits

Project Identifier			Affordability by Household Income - Building Permits								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
3005-027-024	39763 Country Club Drive	Z22-344	0	0	0	0	0	0	1	06/07/2023	1
3021-028-026	38543 Frontier Avenue	Z22-084	0	0	0	0	0	0	1	03/20/2023	1
3015-004-022	38548 11th Street East	Z22-477	0	0	0	0	0	0	1	04/12/2023	1
3023-017-072	37339 Segovia Way	Z22-521	0	0	0	0	0	0	1	03/21/2023	1
0000-000-000	5910 East Avenue T	Z22-392	0	0	0	0	0	0	1	05/22/2023	1
3023-083-008	5306 Monaco Lane	Z22-453	0	0	0	0	0	0	1	03/01/2023	1
3021-007-002	38751 33rd Street East	Z22-462	0	0	0	0	0	0	1	04/20/2023	1
3003-083-022	38770 Elder Creek	Z22-591	0	0	0	0	0	0	1	03/16/2023	1
3018-014-074	38533 25th Street East	SPR 22-003/ B22-01441 / B22-01448	0	0	149	0	0	0	0	04/06/2023	149
3008-040-012	38732 9th Street East	MSPR 22-002	0	0	0	0	0	0	0		0
3024-054-019	37262 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-028	6543 Neil Drive	SDP 21-008 / B22-00993	0	0	0	0	0	0	0		0
3024-054-030	37237 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-020	37254 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0

3024-054-0303	37237 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-020	37254 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-021	37246 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-023	6561 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3024-054-024	6553 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3024-054-026	6550 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3024-054-021	37246 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-023	6561 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-024	6553 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-026	6550 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-029	37229 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-031	37245 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-033	37261 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-022	37238 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-025	6558 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-027	6542 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-032	37253 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3050-004-009	5902 East Avenue T2	Z22-392	0	0	0	0	0	0	1	05/23/2023	1
3206-064-044	39350 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	03/14/2023	1
3206-065-004	39324 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-018	39313 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	03/14/2023	1

3206-065-002	39336 Stallion Drive	B22-02291	0	0	0	0	0	0	1	03/14/2023	1
3206-065-019	39321 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	03/14/2023	1
3206-065-021	39343 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206064043	39358 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-001	39342 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-003	39330 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	03/14/2023	1
3206-065-005	39318 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-020	39329 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	03/14/2023	1
3023-095-036	38702 Allegro Ct	Z20-494	0	0	0	0	0	0	0		0
3024-047-024	6890 Jack rabbit Way	Z22-558	0	0	0	0	0	0	0		0
3024-054-028	6534 Neil Dr	SDP21-008	0	0	0	0	0	0	0		0
3014-030-025	1342 E Avenue Q11	Z22-202	0	0	0	0	0	0	0		0
N/A	5219 Lilac Drive	SDP23-001 / BM23-00974	0	0	0	0	0	0	0		0
N/A	5227 Lilac Drive	SDP23-001 / BM23-00975	0	0	0	0	0	0	0		0
N/A	5309 Lilac Drive	SDP23-001 / BM23-00976	0	0	0	0	0	0	0		0
N/A	5317 Lilac Drive	SDP23-001 / BM23-00977	0	0	0	0	0	0	0		0
N/A	5421 Lilac Drive	SDP23-001 / BM23-00971	0	0	0	0	0	0	0		0
N/A	5431 Lilac Drive	SDP23-001 / BM23-00978	0	0	0	0	0	0	0		0

N/A	5441 Lilac Drive	SDP23-001 / BM23-00980	0	0	0	0	0	0	0		0
JADU	38318 Eucalyptus Street C	SDP23-001 / B23-01098	0	0	0	0	0	0	0		0
3020-042-052	3577 Adobe Place	SDP20-001 / B22-01619	0	0	0	0	0	0	0		0
3020-042-022	38017 Columbine Court	SDP20-001 / B22-01622	0	0	0	0	0	0	0		0
JADU	38317 Pine Street, C	SDP23-001 / B23-01099	0	0	0	0	0	0	0		0
JADU	38316 Pine Street C	SDP23-001 / B23-01100	0	0	0	0	0	0	0		0
JADU	38308 Pine Street C	SDP23-001/ B23-01101	0	0	0	0	0	0	0		0
3024-054-029	37229 Ethan Place	SDP23-008	0	0	0	0	0	0	0		0
3024-054-031	32745 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-033	37261 Ethan Place	SDP21-008	0	0	0	0	0	0	0		0
3024-054-022	37238 Ethan Place	SDP21-003	0	0	0	0	0	0	0		0
3024-054-025	6558 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3024-054-032	37253 ETHAN PL	SDP21-008	0	0	0	0	0	0	0		0
3024-054-019	37262 Ethan PL	SDP21-008	0	0	0	0	0	0	0		0
3004-042-027	1746 Autumnist Drive	Z22-071	0	0	0	0	0	0	0		0
3053-060-017	1824 Quartzite Ct	Z22-290	0	0	0	0	0	0	0		0
3019-043-091	2138 Mark Ave	Z22-360	0	0	0	0	0	0	0		0
3019-046-068	2045 Estrella CT	Z22-539	0	0	0	0	0	0	0		0

3101-045-032	41556 Vista Linda	B22-03629	0	0	0	0	0	0	1	04/06/2023	1
3023-067-031	38136 52nd St East	B22-02897	0	0	0	0	0	0	1	04/13/2023	1
3004-042-062	1840 Ashberry Dr	B23-00666	0	0	0	0	0	0	1	05/17/2023	1
3051-048-028	5219 Alyssa Ln	B23-00433	0	0	0	0	0	0	1	05/30/2023	1
3023-041-005	37746 52nd St E	Z23-223	0	0	0	0	0	0	1	08/15/2023	1
ADU	38318 Eucalyptus B	SDP23-001 / B23-01103	0	0	0	0	0	0	0		0
3001-145-020	3718 Club Rancho Drive	B21-01785	0	0	0	0	0	0	1	08/15/2023	1
3012-006-010	37820 11th Street East	B21-02729	0	0	0	0	0	0	0		0
3023-093-009	5773 Atlas Way	Z22-096	0	0	0	0	0	0	0		0
3014-024-023	1861 East Avenue Q12	Z22-050	0	0	0	0	0	0	0		0
3023-051-006	4043 East Avenue Q11	Z22-076	0	0	0	0	0	0	0		0
3024-054-051	37260 Harrison Way	SDP21-008	0	0	0	0	0	0	0		0
3024-054-059	6518 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-060	6526 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3005-043-021	39999 Penina Way	Z22-173	0	0	0	0	0	0	0		0
3024-054-004	37327 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-005	37335 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-006	37343 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-900	37351 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-007	6519 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0

3024-054-008	6527 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-009	6535 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-010	6543 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-011	6551 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-012	6559 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-013	37346 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-014	37338 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-015	37330 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-016	37322 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-017	37314 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-018	37306 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-034	37305 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-035	37313 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-036	37321 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-037	37329 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-038	37337 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-039	6542 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-040	6534 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0

3024-054-041	6526 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-042	37336 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-043	37328 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-044	37320 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-045	37312 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-046	37304 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-035-019	38319 Mariner Court	Z22-361	0	0	0	0	0	0	0		0
3003-073-037	39217 23rd Street East	Z22-570	0	0	0	0	0	0	0		0
3204-030-174	41658 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-153	41643 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-155	6350 Luna Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-156	6356 Luna Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-157	6355 Luna Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-159	41707 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-147	6342 Hermosa Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-151	6347 Hermosa Court	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-152	41631 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-175	41648 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0

3204-030-176	41638 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3204-030-177	41628 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	0		0
3024-054-060	6526 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-051	37260 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-059	6518 Neil Drive	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-006	37343 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-007	6519 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-010	6543 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-017	37314 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-038	37337 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-043	37328 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-004	37327 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-005	37335 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-900	37351 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-009	6535 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-012	6559 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-013	37346 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-014	37338 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-016	37322 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0

3024-054-018	37306 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-035	37313 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-036	37321 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-037	37329 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-039	6542 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-040	6534 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-041	6526 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-044	37320 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-046	37304 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-008	6527 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-011	6551 Stacy Lane	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-015	37330 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-034	37305 Ethan Place	SDP 21-008	0	0	0	0	0	0	0		0
3024-054-042	37336 Harrison Way	SDP 21-008	0	0	0	0	0	0	0		0
3020-042-052	38041 Columbine Court	B22-01619	0	0	0	0	0	0	0		0
3020-042-020	38033 Columbine Court	B22-01620	0	0	0	0	0	0	0		0
302-042-021	38025 Columbine Court	B22-01621	0	0	0	0	0	0	0		0

3020-042-048	38028 Columbine Court	B22-01623	0	0	0	0	0	0	0		0
3020-042-049	38036 Columbine Court	B22-01624	0	0	0	0	0	0	0		0
3020-042-050	38044 Columbine Court	B22-01625	0	0	0	0	0	0	0		0
3020-042-051	38052 Columbine Court	B22-01621	0	0	0	0	0	0	0		0
3020-042-010	38041 Periwinkle Place	B22-01635	0	0	0	0	0	0	0		0
3020-042-011	38033 Periwinkle Place	B22-01636	0	0	0	0	0	0	0		0
3020-042-012	38025 Periwinkle Place	B22-01637	0	0	0	0	0	0	0		0
3020-042-014	38010 Periwinkle Place	B22-01639	0	0	0	0	0	0	0		0
3020-042-015	38018 Periwinkle Place	B22-01640	0	0	0	0	0	0	0		0
3020-042-016	38026 Periwinkle Place	B22-01641	0	0	0	0	0	0	0		0
3020-042-017	38034 Periwinkle Place	B22-01642	0	0	0	0	0	0	0		0
3020-042-053	3569 Adobe Drive	B22 -01644	0	0	0	0	0	0	0		0
3020-042-054	3561 Adobe Drive	B22-01645	0	0	0	0	0	0	0		0

3020-042-056	3545 Adobe Drive	B22-01647	0	0	0	0	0	0	0		0
3020-042-057	3537 Adobe Drive	B22-01648	0	0	0	0	0	0	0		0
3020-042-001	38041 Coral Bell Circle	SDP 20-001 / B22-01658	0	0	0	0	0	0	0		0
3020-042-002	38033 Coral Bell Circle	B22-01659	0	0	0	0	0	0	0		0
3020-042-003	38025 Coral Bell Circle	B22-01660	0	0	0	0	0	0	0		0
3020-042-004	38017 Coral Bell Circle	B22-01661	0	0	0	0	0	0	0		0
3020-042-006	38018 Coral Bell Circle	B22-01663	0	0	0	0	0	0	0		0
3020-042-007	38026 Coral Bell Circle	B22-01664	0	0	0	0	0	0	0		0
3020-042-008	38034 Coral Bell Circle	B22-01665	0	0	0	0	0	0	0		0
3020-042-009	38042 Coral Bell Circle	B22-01666	0	0	0	0	0	0	0		0
3020-042-058	3529 Adobe Drive	B22-01667	0	0	0	0	0	0	0		0
3020-042-059	3521 Adobe Drive	B22-01668	0	0	0	0	0	0	0		0
3020-042-060	3513 Adobe Drive	B22-01669	0	0	0	0	0	0	0		0
3020-042-061	3505 Adobe Drive	B22-01670	0	0	0	0	0	0	0		0
3206-065-006	39310 Stallion Drive	B22-02268	0	0	0	0	0	0	0		0
3206-065-009	39238 Stallion Drive	B22-02269	0	0	0	0	0	0	0		0
3206-065-015	39243 Stallion Drive	B22-02270	0	0	0	0	0	0	0		0
3206-065-008	39254 Stallion Drive	B22-02271	0	0	0	0	0	0	0		0

3206-065-010	39222 Stallion Drive	B22-02272	0	0	0	0	0	0	0		0
3206-065-012	39217 Stallion Drive	B22-02289	0	0	0	0	0	0	0		0
3206-065-016	39267 Stallion Drive	B22-02290	0	0	0	0	0	0	0		0
3206-065-011	39210 Stallion Drive	B22-02297	0	0	0	0	0	0	0		0
3206-065-013	39223 Stallion Drive	B22-02298	0	0	0	0	0	0	0		0
3206-065-014	39231 Stallion Drive	B22-02299	0	0	0	0	0	0	0		0
3206-065-017	39303 Stallion Drive	B22-02300	0	0	0	0	0	0	0		0
3206-064-013	3904 Stirrup Court	B22-03308	0	0	0	0	0	0	0		0
N/A	38921 Candlenut Drive	B22-02216	0	0	0	0	0	0	0		0
JADU	38309 Pine St C	SDP23-001 / B23-01214	0	0	0	0	0	0	0		0
3015-015-020	38648 15th Ste East	Z21-261	0	0	0	0	0	0	0		0
N/A	40127 Pevero Court	TTM 52200-2	0	0	0	0	0	0	0		0
n/a	40119 Pevero Court	B22-02182	0	0	0	0	0	0	0		0
3024-054-027	6542 Neil Drive	SDP21-008	0	0	0	0	0	0	0		0
3018-018-020	38726 26th Street E	B18-01189	0	0	0	0	0	0	0		0
3024-031-037	37520 Calle Mazatlan	Z21-203	0	0	0	0	0	0	0		0
3006-017-012	268 E Avenue P4	B22-03709	0	0	0	0	0	0	1	01/09/2023	1
3003-077-049	39033 Virginia St	B22-02918	0	0	0	0	0	0	1	01/17/2023	1

3015-019-011	1503 E Avenue Q6, Unit B	B22-00075	0	0	0	0	0	0	1	02/06/2023	1
3024-046-053	6565 Lasseron Dr.	B22-00069	0	0	0	0	0	0	1	03/02/2023	1
3001-047-012	40327 Nido Ct	B21-01086	0	0	0	0	0	0	1	03/06/2023	1
n/a	40113 Pevero Ct	SDP21-001/ TTM 74927	0	0	0	0	0	0	1	03/22/2023	1
n/a	5220 Lilac Dr	SDP21-007 / B23-00907	0	0	1	0	0	0	0	05/31/2023	1
n/a	5220 Lilac Dr.	SDP2-007 / B23-00908	0	0	1	0	0	0	0	05/31/2023	1
n/a	5219 Lilac Dr.	SDP23-001 / B2300967	1	0	0	0	0	0	0	05/31/2023	1
n/a	5227 Lilac Dr.	SDP23-001 / B2300968	1	0	0	0	0	0	0	05/31/2023	1
n/a	5309 Lilac Dr.	SDP23-001 / B2300969	1	0	0	0	0	0	0	05/31/2023	1
n/a	5441 Lilac Dr.	SDP23-001 / B2300973	1	0	0	0	0	0	0	05/17/2023	1
n/a	5317 Lilac Dr,	SDP23-001 / B2300970	0	0	1	0	0	0	0	05/17/2023	1
n/a	5421 Lilac Dr.	SDP23-001/B2300971	1	0	0	0	0	0	0	05/17/2023	1
n/a	5431 Lilac Dr.	SDP23-001 / B2300967	0	0	0	0	0	0	0		0
n/a	38309 Pine St	SDP23-001 / B23-01206	0	0	0	0	0	0	0		0
n/a	38295 Pine St	SDP23-001 / B23-01207	0	0	0	0	0	0	0		0
n/a	38287 Pine St	SDP23-001 / B23-01208	0	0	0	0	0	0	0		0
n/a	38279 Pine St	SDP23-001 / B23-01209	0	0	0	0	0	0	0		0
n/a	38286 Pine St	SDP23-001 / B23-01210	0	0	0	0	0	0	0		0

n/a	38278 Pine St	SDP23-001 / B23-01211	0	0	0	0	0	0	0		0
ADU	38287 Pine St	SDP23-001 / B23-01216	0	0	0	0	0	0	0		0
ADU	38317 Pine St	SDP23-001 / B23-01099	0	0	0	0	0	0	0		0
ADU	38279 Pine St	SDP23-001 /	0	0	0	0	0	0	0		0
JADU	38286 Pine St C	SDP23-001 / B23-01218	0	0	0	0	0	0	0		0
JADU	38294 PINE ST C	SDP 23-001 / B23-01102	0	0	0	0	0	0	0		0
3024-054-040	6534 Stacy Lane	B22-01021	0	0	0	0	0	0	0		0
3024-054-034	6542 Stacy Lane	B22-01032	0	0	0	0	0	0	0		0
3024-054-041	6526 Stacy Lane	B22-01022	0	0	0	0	0	0	0		0
3024-054-045	37312 Harrison Way	B22-01034	0	0	0	0	0	0	0		0
N/A	38316 PINE ST	SDP23-001 /	0	0	0	0	0	0	0		0
N/A	38840 MALVA ROSA DR	SDP20-004/ B22-04109	0	0	0	0	0	0	1	06/01/2023	1
N/A	2314 Century Plant St	SDP20-004 / B22-04110	0	0	0	0	0	0	1	06/01/2023	1
N/A	2302 Century Plant St	SDP20-004 / B22-04111	0	0	0	0	0	0	1	06/01/2023	1
N/A	2309 CENTURY PLANT ST	SDP20-004 / B22-04112	0	0	0	0	0	0	1	06/01/2023	1
N/A	2321 CENTURY PLANT ST	SDP20-004 B22-04113	0	0	0	0	0	0	1	06/01/2023	1
N/A	38848 Malva Rosa Dr	SDP20-004 / B22-04115	0	0	0	0	0	0	1	06/01/2023	1
N/A	2308 Century Plant St	SDP20-004 / B22-04116	0	0	0	0	0	0	1	06/01/2023	1

N/A	2237 CENTURY PLANT ST	SDP20-004 / B22-04117	0	0	0	0	0	0	1	06/01/2023	1
N/A	38856 MALVA ROSA DR	SDP20-004 / B22-04118	0	0	0	0	0	0	1	06/01/2023	1
N/A	2320 Century Plant St	SDP20-004 / B22-04119	0	0	0	0	0	0	1	06/01/2023	1
N/A	2236 CENTURY PLANT ST	SDP20-004 / B22-04120	0	0	0	0	0	0	1	06/01/2023	1
N/A	2303 CENTURY PLANT ST	SDP20-004 / B22-04121	0	0	0	0	0	0	1	06/01/2023	1
N/A	2315 CENTURY PLANT ST	SDP20-004 / B22-04122	0	0	0	0	0	0	1	06/01/2023	1
N/A	38318 Eucalyptus St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38326 Eucalyptus St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38325 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38317 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38324 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38316 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38308 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38294 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38294 PINE ST	SDP 23-001	0	0	0	0	0	0	0		0
N/A	38326 Eucalyptus St	SDP 23-001	0	0	0	0	0	0	0		0
N/A	38325 PINE ST	SDP 23-001	0	0	0	0	0	0	0		0
N/A	38324 PINE ST	SDP 23-001	0	0	0	0	0	0	0		0
N/A	38309 Pine St	SDP23-001	0	0	0	0	0	0	0		0
3021-018-015	38520 35TH Street East	Z23-0621	0	0	0	0	0	0	0		0

3012-006-006	37846 11TH Street	Z23-0498	0	0	0	0	0	0	1	12/13/2023	1
3003-041-047	2003 SANDSTONE Court	Z23-307	0	0	0	0	0	0	1	12/11/2023	1
3003-074-035	38844 CALISTOGA ST	Z23-284	0	0	0	0	0	0	1	12/11/2023	1
3052-036-424	2904 NANDINA DR	SDP20-004 / B22-01464	0	0	0	0	0	0	1	08/16/2023	1
3206-036-013	2833 Similax Ct	Z23-160	0	0	0	0	0	0	1	08/24/2023	1
3021-017-011	38520 LILACVIEW Avenue	Z23-343	0	0	0	0	0	0	1	11/30/2023	1
N/A	38278 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38295 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38832 Malva Rosa Dr	SDP20-004 / B22-04114	0	0	0	0	0	0	1	06/07/2023	1
3015-020-009	1609 E Avenue Q6	Z22-605	0	0	0	0	0	0	1	06/08/2023	1
N/A	38308 Pine St B	SDP23-001	0	0	0	0	0	0	0		0
N/A	38270 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38262 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38271 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38263 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38255 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38191 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38183 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38175 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38270 PINE ST B	SDP23-001	0	0	0	0	0	0	0		0
N/A	38262 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38271 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38263 PINE ST	SDP23-001	0	0	0	0	0	0	0		0

N/A	38255 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38191 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38183 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38175 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38271 Pine St C	SDP23-001 / B23-01433	0	0	0	0	0	0	0		0
JADU	38263 PINE ST C	SDP23-001 / B23-01434	0	0	0	0	0	0	0		0
JADU	38255 PINE ST C	SDP23-001 / B23-01435	0	0	0	0	0	0	0		0
JADU	38191 PINE ST C	SDP23-001	0	0	0	0	0	0	0		0
JADU	38183 PINE ST C	SDP23-001 B23-01437	0	0	0	0	0	0	0		0
JADU	38270 PINE ST C	SDP23-001 / B23-01432	0	0	0	0	0	0	0		0
N/A	38194 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38186 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38178 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38170 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	5414 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	5406 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5320 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5312 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5304 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	38194 Pine St	SDP23-001	0	0	0	0	0	0	0		0
N/A	38186 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38178 PINE ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	5414 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0

N/A	5406 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5320 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5312 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5304 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
JADU	5414 YUCCA WY C	SDP23-001 / B23-01472	0	0	0	0	0	0	0		0
N/A	38176 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38176 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38176 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38184 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38192 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38256 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38184 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38192 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38256 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0

JADU	38184 EUCALYPTUS ST C	SDP23-001 / B23-01491	0	0	0	0	0	0	0		0
JADU	38192 EUCALYPTUS ST	SDP23-001 / B23-01492	0	0	0	0	0	0	0		0
JADU	38256 EUCALYPTUS ST C	SDP23-001 B23-01493	0	0	0	0	0	0	0		0
N/A	38173 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38253 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38253 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38181 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38181 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38189 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38189 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38173 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38261 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0

N/A	38269 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38285 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38293 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38277 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38303 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38261 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38269 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38277 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38285 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38293 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38303 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	37022 LA CONTEMPO AV	SDP23-001	0	0	1	0	0	0	0	08/01/2023	1
N/A	5224 YUCCA WY	SDP23-001	1	0	0	0	0	0	0	08/07/2023	1

N/A	5216 YUCCA WY	SDP23-001	1	0	0	0	0	0	0	08/07/2023	1
N/A	5208 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	5224 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	5216 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	5208 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38302 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38274 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38250 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38174 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38290 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38282 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38266 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38258 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38190 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38182 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38302 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38290 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38282 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38274 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38266 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38258 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38250 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38190 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38182 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38174 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
3003-065-017	38873 CALISTOGA ST	Z23-247	0	0	0	0	0	0	1	08/09/2023	1

N/A	38264 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38280 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38296 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38272 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38288 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38310 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
JADU	38264 EUCALYPTUS ST C	SDP23-001 / B23-02060	0	0	1	0	0	0	0	08/09/2023	1
JADU	38272 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
JADU	38280 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
JADU	38288 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
JADU	38296 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
JADU	38310 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1

N/A	38264 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38272 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38280 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38288 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38296 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	38310 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	2402 Desert Agave Street	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	2337 Desert Agave Street	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	2401 Desert Agave Street	SDP23-001	0	0	1	0	0	0	0	08/09/2023	1
N/A	39664 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	1	07/17/2023	1
N/A	39636 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	1	07/17/2023	1
N/A	39642 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	1	07/17/2023	1
N/A	39641 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	1	07/17/2023	1
N/A	39629 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	1	07/17/2023	1
N/A	39624 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	1	07/17/2023	1

N/A	39635 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	1	07/17/2023	1
N/A	39630 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	1	07/17/2023	1
3024-020-031	37616 Ruby Lane	B23-01068	0	0	0	0	0	0	1	07/19/2023	1
N/A	3640 Saddleback Dr	B22-04093	0	0	0	0	0	0	1	09/21/2023	1
N/A	3692 Adobe Dr	B22-04094	0	0	0	0	0	0	1	09/21/2023	1
N/A	3668 Adobe Dr	B22-04095	0	0	0	0	0	0	1	09/21/2023	1
N/A	3667 Adobe Dr	B22-04096	0	0	0	0	0	0	1	09/21/2023	1
N/A	38027 Cranesbill Ct	B22-04097	0	0	0	0	0	0	1	09/21/2023	1
N/A	3684 Adobe Dr	B22-04098	0	0	0	0	0	0	1	09/21/2023	1
N/A	3691 Adobe Dr	B22-04099	0	0	0	0	0	0	1	09/21/2023	1
N/A	3675 Adobe Dr	B22-04100	0	0	0	0	0	0	1	09/21/2023	1
N/A	38035 Cranesbill Ct	B22-04101	0	0	0	0	0	0	1	09/21/2023	1
N/A	3632 Saddleback Rd	B22-04102	0	0	0	0	0	0	1	09/21/2023	1
N/A	3676 Adobe Dr	B22-04103	0	0	0	0	0	0	1	09/21/2023	1
N/A	3683 Adobe Dr	B22-04104	0	0	0	0	0	0	1	09/21/2023	1
N/A	3659 Adobe Dr.	B22-04105	0	0	0	0	0	0	1	09/21/2023	1
N/A	38043 Cranesbill Ct	B22-04106	0	0	0	0	0	0	1	09/21/2023	1
N/A	38051 Cranesbill Ct	B22-04106	0	0	0	0	0	0	1	09/21/2023	1
3001-074-009	40028 Palmetto Dr.	Z23-337/ B23-02297	0	0	0	0	0	0	1	09/21/2023	1
3010-011-019	37430 Larkin Ave	B23-00746	0	0	0	0	0	0	1	09/25/2023	1
3024-031-043	37456 Calle Mazatlan	B23-00052	0	0	0	0	0	0	1	10/02/2023	1
3012-036-033	1723 Plymouth Ct	B22-02507	0	0	0	0	0	0	1	10/03/2023	1

3021-010-011	38657 Lilacview Ave	B23-01258	0	0	0	0	0	0	1	10/11/2023	1
3051-035-050	36824 Royce Ct B	B23-01882	0	0	0	0	0	0	1	10/11/2023	1
3015-020-001	1659 E Ave Q-6	B 23-00816	0	0	0	0	0	0	1	10/16/2023	1
3024-030-029	6333 Posada Ct	RES23-00031	0	0	0	0	0	0	1	10/16/2023	1
N/A	3716 Eliopulos Ranch Dr	SDP 18-004 / B23-01393	0	0	0	0	0	0	1	10/18/2023	1
N/A	3710 Eliopulos Ranch Dr	SDP 18-004 / B23-01395	0	0	0	0	0	0	1	10/18/2023	1
N/A	3704 Eliopulos Ranch Dr.	SDP 18-004 / B23-01399	0	0	0	0	0	0	1	10/18/2023	1
3101-007-023	5637 Redwood Ave. B	RES23-00029	0	0	0	0	0	0	1	10/19/2023	1
3023-010-018	37351 51st Street	RES23-00048	0	0	0	0	0	0	1	11/02/2023	1
3009-001-029	172 Taintor Rd	RES23-00053	0	0	1	0	0	0	0	11/29/2023	1
3009-001-030	176 Taintor Rd	RES23-00054	0	0	1	0	0	0	0	11/29/2023	1
3009-001-039	38206 Vito Lane	RES23-00055	0	0	1	0	0	0	0	11/29/2023	1
3009-001-040	38202 Vito Lane	RES23-00056	0	0	1	0	0	0	0	11/29/2023	1
3009-010-47	38207 Vito Lane	RES23-00057	0	0	1	0	0	0	0	11/29/2023	1
3009-001-048	38203 Vito Lane	RES23-00058	0	0	1	0	0	0	0	11/29/2023	1
3021-017-011	38520 Lilacview Ave	RES23-00021	0	0	0	0	0	0	1	11/30/2023	1
N/A	38215 Vito Lane	B23-01364	0	0	1	0	0	0	0	06/13/2023	1
N/A	38211 Vito Lane	B23-01365	0	0	1	0	0	0	0	06/13/2023	1
N/A	162 Taintor Rd	B23-01366	0	0	1	0	0	0	0	06/13/2023	1
N/A	166 Taintor Rd	B23-01367	0	0	1	0	0	0	0	06/13/2023	1

N/A	38214 Vito Rd	B23-01368	0	0	1	0	0	0	0	06/13/2023	1
N/A	38210 Vito Lane	B23-01369	0	0	1	0	0	0	0	06/13/2023	1
3005-027-028	39730 Eadmer Ave	B23-00824	0	0	0	0	0	0	1	07/10/2023	1
N/A	39626 Rula Dr	SDP 18-004 /B23-01380	0	0	0	0	0	0	1	07/17/2023	1
N/A	39640 Rula Dr	SDP 18-004 / B23-01381	0	0	0	0	0	0	1	07/17/2023	1
N/A	39650 Canter Ct	SDP 18-004 / B23-01382	0	0	0	0	0	0	1	07/17/2023	1
N/A	39658 Rula Dr	SDP 18-004 / B23-01383	0	0	0	0	0	0	1	07/17/2023	1
N/A	39660 Nicholas Ct	SDP 18-004 / B23-01384	0	0	0	0	0	0	1	07/17/2023	1
N/A	39634 Rula Dr	SDP 18-004 / B23-01385	0	0	0	0	0	0	1	07/17/2023	1
N/A	39646 Rula Dr.	SDP 18-004 / B23-01386	0	0	0	0	0	0	1	07/17/2023	1
N/A	39641 Rula Dr	SDP 18-004 / B23-01387	0	0	0	0	0	0	1	07/17/2023	1
N/A	39633 Rula Dr	SDP 18-004 / B23-01388	0	0	0	0	0	0	1	07/17/2023	1
N/A	39625 Rula Dr	SDP 18-004 / B23-01389	0	0	0	0	0	0	1	07/17/2023	1
N/A	396562 Rula Dr	SDP 18-004 / B23-01390	0	0	0	0	0	0	1	07/17/2023	1
N/A	39655 Canter Ct	SDP 18-004 / B23-01391	0	0	0	0	0	0	1	07/17/2023	1
JADU	38295 Pine St C	SDP23-001 B23-01215	0	0	0	0	0	0	0		0
JADU	38279 Pine St	SDP23-001 / B23-01217	0	0	0	0	0	0	0		0
N/A	38286 Pine St B	SDP23-001	0	0	0	0	0	0	0		0

JADU	38278 Pine St C	SDP23-001 / B23-01219	0	0	0	0	0	0	0		0
JADU	38287 Pine St	SDP23-001 / B23-01216	0	0	0	0	0	0	0		0
Totals			**7**	**0**	**205**	**0**	**0**	**0**	**100**		**312**

Certificate of Occupancy

Project Identifier			Affordability by Household Income - Certificate of Occupancy								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness Date Issued	# of Units Issued Certificates of Occupancy or other forms of readiness
3005-027-024	39763 Country Club Drive	Z22-344	0	0	0	0	0	0	0		0
3021-028-026	38543 Frontier Avenue	Z22-084	0	0	0	0	0	0	0		0
3015-004-022	38548 11th Street East	Z22-477	0	0	0	0	0	0	0		0
3023-017-072	37339 Segovia Way	Z22-521	0	0	0	0	0	0	0		0
0000-000-000	5910 East Avenue T	Z22-392	0	0	0	0	0	0	0		0
3023-083-008	5306 Monaco Lane	Z22-453	0	0	0	0	0	0	0		0
3021-007-002	38751 33rd Street East	Z22-462	0	0	0	0	0	0	0		0
3003-083-022	38770 Elder Creek	Z22-591	0	0	0	0	0	0	0		0
3018-014-074	38533 25th Street East	SPR 22-003/ B22-01441 / B22-01448	0	0	0	0	0	0	0		0
3008-040-012	38732 9th Street East	MSPR 22-002	0	0	0	0	0	0	0		0
3024-054-019	37262 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-028	6543 Neil Drive	SDP 21-008 / B22-00993	0	0	1	0	0	0	0	02/28/2023	1
3024-054-030	37237 Ethan Place	SDP 21-008	1	0	0	0	0	0	0	03/07/2023	1

3024-054-020	37254 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-0303	37237 Ethan Place	SDP21-008	0	0	1	0	0	0	0	03/07/2023	1
3024-054-020	37254 Ethan Place	SDP21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-021	37246 Ethan Place	SDP21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-023	6561 Neil Drive	SDP21-008	1	0	0	0	0	0	0	02/28/2023	1
3024-054-024	6553 Neil Drive	SDP21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-026	6550 Neil Drive	SDP21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-021	37246 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-023	6561 Neil Drive	SDP 21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-024	6553 Neil Drive	SDP 21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-026	6550 Neil Drive	SDP 21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-029	37229 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/07/2023	1
3024-054-031	37245 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/08/2023	1
3024-054-033	37261 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/09/2023	1
3024-054-022	37238 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-025	6558 Neil Drive	SDP 21-008	1	0	0	0	0	0	0	02/28/2023	1
3024-054-027	6542 Neil Drive	SDP 21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-032	37253 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/08/2023	1
3050-004-009	5902 East Avenue T2	Z22-392	0	0	0	0	0	0	0		0
3206-064-044	39350 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-004	39324 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	11/27/2023	1

3206-065-018	39313 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-002	39336 Stallion Drive	B22-02291	0	0	0	0	0	0	1	11/29/2023	1
3206-065-019	39321 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-021	39343 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	12/19/2023	1
3206064043	39358 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	11/29/2023	1
3206-065-001	39342 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	11/29/2023	1
3206-065-003	39330 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3206-065-005	39318 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	1	12/19/2023	1
3206-065-020	39329 Stallion Drive	TTM 52200-2	0	0	0	0	0	0	0		0
3023-095-036	38702 Allegro Ct	Z20-494	0	0	0	0	0	0	1	08/02/2023	1
3024-047-024	6890 Jack rabbit Way	Z22-558	0	0	0	0	0	0	1	08/22/2023	1
3024-054-028	6534 Neil Dr	SDP21-008	1	0	0	0	0	0	0	02/28/2023	1
3014-030-025	1342 E Avenue Q11	Z22-202	0	0	0	0	0	0	1	12/18/2023	1
N/A	5219 Lilac Drive	SDP23-001 / BM23-00974	1	0	0	0	0	0	0	11/30/2023	1
N/A	5227 Lilac Drive	SDP23-001 / BM23-00975	1	0	0	0	0	0	0	11/30/2023	1
N/A	5309 Lilac Drive	SDP23-001 / BM23-00976	1	0	0	0	0	0	0	11/30/2023	1
N/A	5317 Lilac Drive	SDP23-001 / BM23-00977	1	0	0	0	0	0	0	11/30/2023	1
N/A	5421 Lilac Drive	SDP23-001 / BM23-00971	1	0	0	0	0	0	0	11/30/2023	1

N/A	5431 Lilac Drive	SDP23-001 / BM23-00978	1	0	0	0	0	0	0	11/30/2023	1
N/A	5441 Lilac Drive	SDP23-001 / BM23-00980	1	0	0	0	0	0	0	11/30/2023	1
JADU	38318 Eucalyptus Street C	SDP23-001 / B23-01098	0	0	1	0	0	0	0	11/30/2023	1
3020-042-052	3577 Adobe Place	SDP20-001 / B22-01619	0	0	0	0	0	0	1	01/10/2023	1
3020-042-022	38017 Columbine Court	SDP20-001 / B22-01622	0	0	0	0	0	0	1	01/10/2023	1
JADU	38317 Pine Street, C	SDP23-001 / B23-01099	0	0	1	0	0	0	0	11/30/2023	1
JADU	38316 Pine Street C	SDP23-001 / B23-01100	1	0	0	0	0	0	0	11/30/2023	1
JADU	38308 Pine Street C	SDP23-001/ B23-01101	1	0	0	0	0	0	0	11/30/2023	1
3024-054-029	37229 Ethan Place	SDP23-008	1	0	0	0	0	0	0	03/07/2023	1
3024-054-031	32745 Ethan Place	SDP21-008	0	0	1	0	0	0	0	03/08/2023	1
3024-054-033	37261 Ethan Place	SDP21-008	0	0	1	0	0	0	0	03/09/2023	1
3024-054-022	37238 Ethan Place	SDP21-003	0	0	1	0	0	0	0	02/28/2023	1
3024-054-025	6558 Neil Drive	SDP21-008	0	0	1	0	0	0	0	02/28/2023	1
3024-054-032	37253 ETHAN PL	SDP21-008	0	0	1	0	0	0	0	03/08/2023	1
3024-054-019	37262 Ethan PL	SDP21-008	0	0	1	0	0	0	0	02/28/2023	1
3004-042-027	1746 Autumnist Drive	Z22-071	0	0	0	0	0	0	1	02/08/2023	1
3053-060-017	1824 Quartzite Ct	Z22-290	0	0	0	0	0	0	1	01/10/2023	1
3019-043-091	2138 Mark Ave	Z22-360	0	0	0	0	0	0	1	01/10/2023	1

3019-046-068	2045 Estrella CT	Z22-539	0	0	0	0	0	0	1	06/05/2023	1
3101-045-032	41556 Vista Linda	B22-03629	0	0	0	0	0	0	0		0
3023-067-031	38136 52nd St East	B22-02897	0	0	0	0	0	0	0		0
3004-042-062	1840 Ashberry Dr	B23-00666	0	0	0	0	0	0	0		0
3051-048-028	5219 Alyssa Ln	B23-00433	0	0	0	0	0	0	0		0
3023-041-005	37746 52nd St E	Z23-223	0	0	0	0	0	0	0		0
ADU	38318 Eucalyptus B	SDP23-001 / B23-01103	0	0	1	0	0	0	0	11/30/2023	1
3001-145-020	3718 Club Rancho Drive	B21-01785	0	0	0	0	0	0	0		0
3012-006-010	37820 11th Street East	B21-02729	0	0	0	0	0	0	1	04/20/2023	1
3023-093-009	5773 Atlas Way	Z22-096	0	0	0	0	0	0	1	04/05/2023	1
3014-024-023	1861 East Avenue Q12	Z22-050	0	0	0	0	0	0	1	05/25/2023	1
3023-051-006	4043 East Avenue Q11	Z22-076	0	0	0	0	0	0	1	07/31/2023	1
3024-054-051	37260 Harrison Way	SDP21-008	0	0	1	0	0	0	0	01/27/2023	1
3024-054-059	6518 Neil Drive	SDP 21-008	0	0	1	0	0	0	0	02/24/2023	1
3024-054-060	6526 Neil Drive	SDP 21-008	1	0	0	0	0	0	0	02/24/2023	1
3005-043-021	39999 Penina Way	Z22-173	0	0	0	0	0	0	1	02/02/2023	1
3024-054-004	37327 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/24/2023	1
3024-054-005	37335 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/24/2023	1
3024-054-006	37343 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/24/2023	1
3024-054-900	37351 Harrison Way	SDP 21-008	1	0	0	0	0	0	0	01/27/2023	1

3024-054-007	6519 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	02/22/2023	1
3024-054-008	6527 Stacy Lane	SDP 21-008	1	0	0	0	0	0	0	02/22/2023	1
3024-054-009	6535 Stacy Lane	SDP 21-008	1	0	0	0	0	0	0	02/22/2023	1
3024-054-010	6543 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	02/22/2023	1
3024-054-011	6551 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	04/26/2023	1
3024-054-012	6559 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	04/26/2023	1
3024-054-013	37346 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/26/2023	1
3024-054-014	37338 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/20/2023	1
3024-054-015	37330 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/20/2023	1
3024-054-016	37322 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/18/2023	1
3024-054-017	37314 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/28/2023	1
3024-054-018	37306 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/18/2023	1
3024-054-034	37305 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-035	37313 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-036	37321 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-037	37329 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-038	37337 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-039	6542 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	02/01/2023	1

3024-054-040	6534 Stacy Lane	SDP 21-008	1	0	0	0	0	0	0	02/22/2023	1
3024-054-041	6526 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	01/30/2023	1
3024-054-042	37336 Harrison Way	SDP 21-008	1	0	0	0	0	0	0	01/27/2023	1
3024-054-043	37328 Harrison Way	SDP 21-008	1	0	0	0	0	0	0	01/27/2023	1
3024-054-044	37320 Harrison Way	SDP 21-008	1	0	0	0	0	0	0	01/27/2023	1
3024-054-045	37312 Harrison Way	SDP 21-008	1	0	0	0	0	0	0	01/27/2023	1
3024-054-046	37304 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/27/2023	1
3024-035-019	38319 Mariner Court	Z22-361	0	0	0	0	0	0	1	04/05/2023	1
3003-073-037	39217 23rd Street East	Z22-570	0	0	0	0	0	0	1	06/21/2023	1
3204-030-174	41658 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	1	05/02/2023	1
3204-030-153	41643 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	1	12/20/2023	1
3204-030-155	6350 Luna Court	SDP 21-009	0	0	0	0	0	0	1	05/02/2023	1
3204-030-156	6356 Luna Court	SDP 21-009	0	0	0	0	0	0	1	02/07/2023	1
3204-030-157	6355 Luna Court	SDP 21-009	0	0	0	0	0	0	1	02/07/2023	1
3204-030-159	41707 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	1	07/27/2023	1
3204-030-147	6342 Hermosa Court	SDP 21-009	0	0	0	0	0	0	1	05/22/2023	1
3204-030-151	6347 Hermosa Court	SDP 21-009	0	0	0	0	0	0	1	04/18/2023	1
3204-030-152	41631 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	1	12/20/2023	1

3204-030-175	41648 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	1	08/08/2023	1
3204-030-176	41638 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	1	02/14/2023	1
3204-030-177	41628 Cielo Vista Drive	SDP 21-009	0	0	0	0	0	0	1	02/14/2023	1
3024-054-060	6526 Neil Drive	SDP 21-008	0	0	1	0	0	0	0	02/24/2023	1
3024-054-051	37260 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/27/2023	1
3024-054-059	6518 Neil Drive	SDP 21-008	0	0	1	0	0	0	0	02/24/2023	1
3024-054-006	37343 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/24/2023	1
3024-054-007	6519 Stacy Lane	SDP 21-008	1	0	0	0	0	0	0	02/22/2023	1
3024-054-010	6543 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	02/22/2023	1
3024-054-017	37314 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/28/2023	1
3024-054-038	37337 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-043	37328 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/27/2023	1
3024-054-004	37327 Harrison Way	SDP 21-008	1	0	0	0	0	0	0	01/24/2023	1
3024-054-005	37335 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/24/2023	1
3024-054-900	37351 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/24/2023	1
3024-054-009	6535 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	02/22/2023	1
3024-054-012	6559 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	04/24/2023	1
3024-054-013	37346 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/26/2023	1
3024-054-014	37338 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/20/2023	1

3024-054-016	37322 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/18/2023	1
3024-054-018	37306 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/18/2023	1
3024-054-035	37313 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-036	37321 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-037	37329 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-039	6542 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	02/22/2023	1
3024-054-040	6534 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	01/30/2023	1
3024-054-041	6526 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	01/30/2023	1
3024-054-044	37320 Harrison Way	SDP 21-008	1	0	0	0	0	0	0	01/27/2023	1
3024-054-046	37304 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/27/2023	1
3024-054-008	6527 Stacy Lane	SDP 21-008	1	0	0	0	0	0	0	02/22/2023	1
3024-054-011	6551 Stacy Lane	SDP 21-008	0	0	1	0	0	0	0	04/24/2023	1
3024-054-015	37330 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	04/20/2023	1
3024-054-034	37305 Ethan Place	SDP 21-008	0	0	1	0	0	0	0	03/30/2023	1
3024-054-042	37336 Harrison Way	SDP 21-008	0	0	1	0	0	0	0	01/27/2023	1
3020-042-052	38041 Columbine Court	B22-01619	0	0	0	0	0	0	1	01/10/2023	1
3020-042-020	38033 Columbine Court	B22-01620	0	0	0	0	0	0	1	01/30/2023	1

302-042-021	38025 Columbine Court	B22-01621	0	0	0	0	0	0	1	05/30/2023	1
3020-042-048	38028 Columbine Court	B22-01623	0	0	0	0	0	0	1	03/02/2023	1
3020-042-049	38036 Columbine Court	B22-01624	0	0	0	0	0	0	1	05/30/2023	1
3020-042-050	38044 Columbine Court	B22-01625	0	0	0	0	0	0	1	07/13/2023	1
3020-042-051	38052 Columbine Court	B22-01621	0	0	0	0	0	0	1	05/30/2023	1
3020-042-010	38041 Periwinkle Place	B22-01635	0	0	0	0	0	0	1	07/13/2023	1
3020-042-011	38033 Periwinkle Place	B22-01636	0	0	0	0	0	0	1	08/24/2023	1
3020-042-012	38025 Periwinkle Place	B22-01637	0	0	0	0	0	0	1	05/30/2023	1
3020-042-014	38010 Periwinkle Place	B22-01639	0	0	0	0	0	0	1	05/30/2023	1
3020-042-015	38018 Periwinkle Place	B22-01640	0	0	0	0	0	0	1	10/26/2023	1
3020-042-016	38026 Periwinkle Place	B22-01641	0	0	0	0	0	0	1	11/30/2023	1
3020-042-017	38034 Periwinkle Place	B22-01642	0	0	0	0	0	0	1	05/30/2023	1
3020-042-053	3569 Adobe Drive	B22 -01644	0	0	0	0	0	0	1	05/30/2023	1

3020-042-054	3561 Adobe Drive	B22-01645	0	0	0	0	0	0	1	05/30/2023	1
3020-042-056	3545 Adobe Drive	B22-01647	0	0	0	0	0	0	1	09/19/2023	1
3020-042-057	3537 Adobe Drive	B22-01648	0	0	0	0	0	0	1	07/13/2023	1
3020-042-001	38041 Coral Bell Circle	SDP 20-001 / B22-01658	0	0	0	0	0	0	1	11/28/2023	1
3020-042-002	38033 Coral Bell Circle	B22-01659	0	0	0	0	0	0	1	10/30/2023	1
3020-042-003	38025 Coral Bell Circle	B22-01660	0	0	0	0	0	0	1	11/28/2023	1
3020-042-004	38017 Coral Bell Circle	B22-01661	0	0	0	0	0	0	1	12/05/2023	1
3020-042-006	38018 Coral Bell Circle	B22-01663	0	0	0	0	0	0	1	12/05/2023	1
3020-042-007	38026 Coral Bell Circle	B22-01664	0	0	0	0	0	0	1	12/05/2023	1
3020-042-008	38034 Coral Bell Circle	B22-01665	0	0	0	0	0	0	1	12/13/2023	1
3020-042-009	38042 Coral Bell Circle	B22-01666	0	0	0	0	0	0	1	12/05/2023	1
3020-042-058	3529 Adobe Drive	B22-01667	0	0	0	0	0	0	1	12/13/2023	1
3020-042-059	3521 Adobe Drive	B22-01668	0	0	0	0	0	0	1	12/13/2023	1
3020-042-060	3513 Adobe Drive	B22-01669	0	0	0	0	0	0	1	12/14/2023	1
3020-042-061	3505 Adobe Drive	B22-01670	0	0	0	0	0	0	1	12/13/2023	1
3206-065-006	39310 Stallion Drive	B22-02268	0	0	0	0	0	0	1	10/06/2023	1
3206-065-009	39238 Stallion Drive	B22-02269	0	0	0	0	0	0	1	11/13/2023	1
3206-065-015	39243 Stallion Drive	B22-02270	0	0	0	0	0	0	1	12/07/2023	1

3206-065-008	39254 Stallion Drive	B22-02271	0	0	0	0	0	0	1	12/07/2023	1
3206-065-010	39222 Stallion Drive	B22-02272	0	0	0	0	0	0	1	11/27/2023	1
3206-065-012	39217 Stallion Drive	B22-02289	0	0	0	0	0	0	1	10/06/2023	1
3206-065-016	39267 Stallion Drive	B22-02290	0	0	0	0	0	0	1	10/06/2023	1
3206-065-011	39210 Stallion Drive	B22-02297	0	0	0	0	0	0	1	12/19/2023	1
3206-065-013	39223 Stallion Drive	B22-02298	0	0	0	0	0	0	1	10/06/2023	1
3206-065-014	39231 Stallion Drive	B22-02299	0	0	0	0	0	0	1	10/06/2023	1
3206-065-017	39303 Stallion Drive	B22-02300	0	0	0	0	0	0	1	10/06/2023	1
3206-064-013	3904 Stirrup Court	B22-03308	0	0	0	0	0	0	1	03/28/2023	1
N/A	38921 Candlenut Drive	B22-02216	0	0	0	0	0	0	1	08/25/2023	1
JADU	38309 Pine St C	SDP23-001 / B23-01214	0	0	1	0	0	0	0	11/30/2023	1
3015-015-020	38648 15th Ste East	Z21-261	0	0	0	0	0	0	1	01/23/2023	1
N/A	40127 Pevero Court	TTM 52200-2	0	0	0	0	0	0	1	12/20/2023	1
n/a	40119 Pevero Court	B22-02182	0	0	0	0	0	0	1	12/20/2023	1
3024-054-027	6542 Neil Drive	SDP21-008	0	0	1	0	0	0	0	02/28/2023	1
3018-018-020	38726 26th Street E	B18-01189	0	0	0	0	0	0	1	04/27/2023	1
3024-031-037	37520 Calle Mazatlan	Z21-203	0	0	0	0	0	0	1	01/19/2023	1
3006-017-012	268 E Avenue P4	B22-03709	0	0	0	0	0	0	1	01/09/2023	1

3003-077-049	39033 Virginia St	B22-02918	0	0	0	0	0	0	0		0
3015-019-011	1503 E Avenue Q6, Unit B	B22-00075	0	0	0	0	0	0	0		0
3024-046-053	6565 Lasseron Dr.	B22-00069	0	0	0	0	0	0	0		0
3001-047-012	40327 Nido Ct	B21-01086	0	0	0	0	0	0	0		0
n/a	40113 Pevero Ct	SDP21-001/ TTM 74927	0	0	0	0	0	0	0		0
n/a	5220 Lilac Dr	SDP21-007 / B23-00907	0	0	0	0	0	0	0		0
n/a	5220 Lilac Dr.	SDP2-007 / B23-00908	0	0	0	0	0	0	0		0
n/a	5219 Lilac Dr.	SDP23-001 / B2300967	0	0	0	0	0	0	0		0
n/a	5227 Lilac Dr.	SDP23-001 / B2300968	0	0	0	0	0	0	0		0
n/a	5309 Lilac Dr.	SDP23-001 / B2300969	0	0	0	0	0	0	0		0
n/a	5441 Lilac Dr.	SDP23-001 / B2300973	0	0	0	0	0	0	0		0
n/a	5317 Lilac Dr,	SDP23-001 / B2300970	0	0	0	0	0	0	0		0
n/a	5421 Lilac Dr.	SDP23-001/B2300971	0	0	0	0	0	0	0		0
n/a	5431 Lilac Dr.	SDP23-001 / B2300967	1	0	0	0	0	0	0	11/30/2023	1
n/a	38309 Pine St	SDP23-001 / B23-01206	0	0	1	0	0	0	0	06/01/2023	1
n/a	38295 Pine St	SDP23-001 / B23-01207	0	0	1	0	0	0	0	06/01/2023	1
n/a	38287 Pine St	SDP23-001 / B23-01208	0	0	1	0	0	0	0	06/01/2023	1
n/a	38279 Pine St	SDP23-001 / B23-01209	0	0	1	0	0	0	0	06/01/2023	1

n/a	38286 Pine St	SDP23-001 / B23-01210	1	0	0	0	0	0	0	06/01/2023	1
n/a	38278 Pine St	SDP23-001 / B23-01211	0	0	1	0	0	0	0	06/01/2023	1
ADU	38287 Pine St	SDP23-001 / B23-01216	0	0	1	0	0	0	0	06/01/2023	1
ADU	38317 Pine St	SDP23-001 / B23-01099	0	0	1	0	0	0	0	06/01/2023	1
ADU	38279 Pine St	SDP23-001 /	0	0	1	0	0	0	0	06/01/2023	1
JADU	38286 Pine St C	SDP23-001 / B23-01218	1	0	0	0	0	0	0	06/01/2023	1
JADU	38294 PINE ST C	SDP 23-001 / B23-01102	1	0	0	0	0	0	0	06/01/2023	1
3024-054-040	6534 Stacy Lane	B22-01021	0	0	1	0	0	0	0	01/30/2023	1
3024-054-034	6542 Stacy Lane	B22-01032	0	0	1	0	0	0	0	03/30/2023	1
3024-054-041	6526 Stacy Lane	B22-01022	0	0	1	0	0	0	0	01/30/2023	1
3024-054-045	37312 Harrison Way	B22-01034	0	0	1	0	0	0	0	01/27/2023	1
N/A	38316 PINE ST	SDP23-001 /	1	0	0	0	0	0	0	11/30/2023	1
N/A	38840 MALVA ROSA DR	SDP20-004/ B22-04109	0	0	0	0	0	0	0		0
N/A	2314 Century Plant St	SDP20-004 / B22-04110	0	0	0	0	0	0	0		0
N/A	2302 Century Plant St	SDP20-004 / B22-04111	0	0	0	0	0	0	0		0
N/A	2309 CENTURY PLANT ST	SDP20-004 / B22-04112	0	0	0	0	0	0	0		0
N/A	2321 CENTURY PLANT ST	SDP20-004 B22-04113	0	0	0	0	0	0	0		0
N/A	38848 Malva Rosa Dr	SDP20-004 / B22-04115	0	0	0	0	0	0	0		0

N/A	2308 Century Plant St	SDP20-004 / B22-04116	0	0	0	0	0	0	0		0
N/A	2237 CENTURY PLANT ST	SDP20-004 / B22-04117	0	0	0	0	0	0	0		0
N/A	38856 MALVA ROSA DR	SDP20-004 / B22-04118	0	0	0	0	0	0	0		0
N/A	2320 Century Plant St	SDP20-004 / B22-04119	0	0	0	0	0	0	0		0
N/A	2236 CENTURY PLANT ST	SDP20-004 / B22-04120	0	0	0	0	0	0	0		0
N/A	2303 CENTURY PLANT ST	SDP20-004 / B22-04121	0	0	0	0	0	0	0		0
N/A	2315 CENTURY PLANT ST	SDP20-004 / B22-04122	0	0	0	0	0	0	0		0
N/A	38318 Eucalyptus St	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38326 Eucalyptus St	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38325 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38317 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38324 PINE ST	SDP23-001	1	0	0	0	0	0	0	11/30/2023	1
N/A	38316 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38308 PINE ST	SDP23-001	1	0	0	0	0	0	0	11/30/2023	1
N/A	38294 PINE ST	SDP23-001	1	0	1	0	0	0	0	11/30/2023	2
N/A	38294 PINE ST	SDP 23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38326 Eucalyptus St	SDP 23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38325 PINE ST	SDP 23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38324 PINE ST	SDP 23-001	1	0	0	0	0	0	0	11/30/2023	1
N/A	38309 Pine St	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1

3021-018-015	38520 35TH Street East	Z23-0621	0	0	0	0	0	0	1	12/20/2023	1
3012-006-006	37846 11TH Street	Z23-0498	0	0	0	0	0	0	0		0
3003-041-047	2003 SANDSTONE Court	Z23-307	0	0	0	0	0	0	0		0
3003-074-035	38844 CALISTOGA ST	Z23-284	0	0	0	0	0	0	0		0
3052-036-424	2904 NANDINA DR	SDP20-004 / B22-01464	0	0	0	0	0	0	0		0
3206-036-013	2833 Similax Ct	Z23-160	0	0	0	0	0	0	0		0
3021-017-011	38520 LILACVIEW Avenue	Z23-343	0	0	0	0	0	0	0		0
N/A	38278 Pine St	SDP23-001	1	0	0	0	0	0	0	06/01/2023	1
N/A	38295 Pine St	SDP23-001	0	0	1	0	0	0	0	06/01/2023	1
N/A	38832 Malva Rosa Dr	SDP20-004 / B22-04114	0	0	0	0	0	0	0		0
3015-020-009	1609 E Avenue Q6	Z22-605	0	0	0	0	0	0	0		0
N/A	38308 Pine St B	SDP23-001	1	0	0	0	0	0	0	11/30/2023	1
N/A	38270 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38262 Pine St	SDP23-001	1	0	0	0	0	0	0	11/30/2023	1
N/A	38271 Pine St	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38263 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38255 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38191 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38183 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38175 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38270 PINE ST B	SDP23-001	1	0	0	0	0	0	0	11/30/2023	1
N/A	38262 PINE ST	SDP23-001	1	0	0	0	0	0	0	11/30/2023	1

N/A	38271 Pine St	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38263 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38255 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38191 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38183 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
N/A	38175 PINE ST	SDP23-001	0	0	1	0	0	0	0	11/30/2023	1
JADU	38271 Pine St C	SDP23-001 / B23-01433	0	0	1	0	0	0	0	11/30/2023	1
JADU	38263 PINE ST C	SDP23-001 / B23-01434	0	0	1	0	0	0	0	11/30/2023	1
JADU	38255 PINE ST C	SDP23-001 / B23-01435	0	0	1	0	0	0	0	07/24/2023	1
JADU	38191 PINE ST C	SDP23-001	1	0	0	0	0	0	0	11/30/2023	1
JADU	38183 PINE ST C	SDP23-001 B23-01437	1	0	0	0	0	0	0	07/24/2023	1
JADU	38270 PINE ST C	SDP23-001 / B23-01432	1	0	0	0	0	0	0	11/30/2023	1
N/A	38194 Pine St	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	38186 PINE ST	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	38178 PINE ST	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	38170 PINE ST	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	5414 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5406 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	5320 YUCCA WY	SDP23-001	1	0	0	0	0	0	0	07/25/2023	1
N/A	5312 YUCCA WY	SDP23-001	1	0	0	0	0	0	0	07/25/2023	1
N/A	5304 YUCCA WY	SDP23-001	1	0	0	0	0	0	0	07/25/2023	1
N/A	38194 Pine St	SDP23-001	1	0	0	0	0	0	0	07/25/2023	1
N/A	38186 PINE ST	SDP23-001	1	0	0	0	0	0	0	07/25/2023	1

N/A	38178 PINE ST	SDP23-001	1	0	0	0	0	0	0	07/25/2023	1
N/A	5414 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	5406 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	5320 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	5312 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
N/A	5304 YUCCA WY	SDP23-001	0	0	1	0	0	0	0	07/25/2023	1
JADU	5414 YUCCA WY C	SDP23-001 / B23-01472	0	0	1	0	0	0	0	07/25/2023	1
N/A	38176 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38176 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38176 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38184 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38192 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38256 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38184 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38192 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1

N/A	38256 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
JADU	38184 EUCALYPTUS ST C	SDP23-001 / B23-01491	0	0	1	0	0	0	0	07/31/2023	1
JADU	38192 EUCALYPTUS ST	SDP23-001 / B23-01492	0	0	1	0	0	0	0	07/31/2023	1
JADU	38256 EUCALYPTUS ST C	SDP23-001 B23-01493	0	0	1	0	0	0	0	07/31/2023	1
N/A	38173 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38253 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38253 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38181 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38181 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38189 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38189 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38173 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0

N/A	38261 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38269 EUCALYPTUS ST	SDP23-001	1	0	0	0	0	0	0	07/31/2023	1
N/A	38285 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38293 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38277 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38303 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38261 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38269 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38277 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38285 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38293 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1
N/A	38303 EUCALYPTUS ST	SDP23-001	0	0	1	0	0	0	0	07/31/2023	1

N/A	37022 LA CONTEMPO AV	SDP23-001	0	0	0	0	0	0	0		0
N/A	5224 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5216 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5208 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5224 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5216 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	5208 YUCCA WY	SDP23-001	0	0	0	0	0	0	0		0
N/A	38302 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38274 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38250 OAK ST	SDP23-001	1	0	0	0	0	0	0	08/07/2023	1
N/A	38174 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38290 OAK ST	SDP23-001	1	0	0	0	0	0	0	08/07/2023	1
N/A	38282 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38266 OAK ST	SDP23-001	1	0	0	0	0	0	0	08/07/2023	1
N/A	38258 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38190 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38182 OAK ST	SDP23-001	1	0	0	0	0	0	0	08/07/2023	1
N/A	38302 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38290 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38282 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38274 OAK ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38266 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38258 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38250 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38190 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
N/A	38182 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1

N/A	38174 OAK ST	SDP23-001	0	0	1	0	0	0	0	08/07/2023	1
3003-065-017	38873 CALISTOGA ST	Z23-247	0	0	0	0	0	0	0		0
N/A	38264 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38280 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38296 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38272 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38288 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38310 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38264 EUCALYPTUS ST C	SDP23-001 / B23-02060	0	0	0	0	0	0	0		0
JADU	38272 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38280 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38288 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
JADU	38296 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0

JADU	38310 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38264 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38272 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38280 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38288 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38296 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	38310 EUCALYPTUS ST	SDP23-001	0	0	0	0	0	0	0		0
N/A	2402 Desert Agave Street	SDP23-001	0	0	0	0	0	0	0		0
N/A	2337 Desert Agave Street	SDP23-001	0	0	0	0	0	0	0		0
N/A	2401 Desert Agave Street	SDP23-001	0	0	0	0	0	0	0		0
N/A	39664 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39636 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39642 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39641 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39629 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0

N/A	39624 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39635 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
N/A	39630 NICHOLAS CT	SDP18-004/B23-01392	0	0	0	0	0	0	0		0
3024-020-031	37616 Ruby Lane	B23-01068	0	0	0	0	0	0	0		0
N/A	3640 Saddleback Dr	B22-04093	0	0	0	0	0	0	0		0
N/A	3692 Adobe Dr	B22-04094	0	0	0	0	0	0	0		0
N/A	3668 Adobe Dr	B22-04095	0	0	0	0	0	0	0		0
N/A	3667 Adobe Dr	B22-04096	0	0	0	0	0	0	0		0
N/A	38027 Cranesbill Ct	B22-04097	0	0	0	0	0	0	0		0
N/A	3684 Adobe Dr	B22-04098	0	0	0	0	0	0	0		0
N/A	3691 Adobe Dr	B22-04099	0	0	0	0	0	0	0		0
N/A	3675 Adobe Dr	B22-04100	0	0	0	0	0	0	0		0
N/A	38035 Cranesbill Ct	B22-04101	0	0	0	0	0	0	0		0
N/A	3632 Saddleback Rd	B22-04102	0	0	0	0	0	0	0		0
N/A	3676 Adobe Dr	B22-04103	0	0	0	0	0	0	0		0
N/A	3683 Adobe Dr	B22-04104	0	0	0	0	0	0	0		0
N/A	3659 Adobe Dr.	B22-04105	0	0	0	0	0	0	0		0
N/A	38043 Cranesbill Ct	B22-04106	0	0	0	0	0	0	0		0
N/A	38051 Cranesbill Ct	B22-04106	0	0	0	0	0	0	0		0
3001-074-009	40028 Palmetto Dr.	Z23-337/ B23-02297	0	0	0	0	0	0	0		0
3010-011-019	37430 Larkin Ave	B23-00746	0	0	0	0	0	0	0		0
3024-031-043	37456 Calle Mazatlan	B23-00052	0	0	0	0	0	0	0		0

3012-036-033	1723 Plymouth Ct	B22-02507	0	0	0	0	0	0	0		0
3021-010-011	38657 Lilacview Ave	B23-01258	0	0	0	0	0	0	0		0
3051-035-050	36824 Royce Ct B	B23-01882	0	0	0	0	0	0	0		0
3015-020-001	1659 E Ave Q-6	B 23-00816	0	0	0	0	0	0	0		0
3024-030-029	6333 Posada Ct	RES23-00031	0	0	0	0	0	0	0		0
N/A	3716 Eliopulos Ranch Dr	SDP 18-004 / B23-01393	0	0	0	0	0	0	0		0
N/A	3710 Eliopulos Ranch Dr	SDP 18-004 / B23-01395	0	0	0	0	0	0	0		0
N/A	3704 Eliopulos Ranch Dr.	SDP 18-004 / B23-01399	0	0	0	0	0	0	0		0
3101-007-023	5637 Redwood Ave. B	RES23-00029	0	0	0	0	0	0	0		0
3023-010-018	37351 51st Street	RES23-00048	0	0	0	0	0	0	0		0
3009-001-029	172 Taintor Rd	RES23-00053	0	0	0	0	0	0	0		0
3009-001-030	176 Taintor Rd	RES23-00054	0	0	0	0	0	0	0		0
3009-001-039	38206 Vito Lane	RES23-00055	0	0	0	0	0	0	0		0
3009-001-040	38202 Vito Lane	RES23-00056	0	0	0	0	0	0	0		0
3009-010-47	38207 Vito Lane	RES23-00057	0	0	0	0	0	0	0		0
3009-001-048	38203 Vito Lane	RES23-00058	0	0	0	0	0	0	0		0
3021-017-011	38520 Lilacview Ave	RES23-00021	0	0	0	0	0	0	0		0
N/A	38215 Vito Lane	B23-01364	0	0	0	0	0	0	0		0
N/A	38211 Vito Lane	B23-01365	0	0	0	0	0	0	0		0

N/A	162 Taintor Rd	B23-01366	0	0	0	0	0	0	0		0
N/A	166 Taintor Rd	B23-01367	0	0	0	0	0	0	0		0
N/A	38214 Vito Rd	B23-01368	0	0	0	0	0	0	0		0
N/A	38210 Vito Lane	B23-01369	0	0	0	0	0	0	0		0
3005-027-028	39730 Eadmer Ave	B23-00824	0	0	0	0	0	0	0		0
N/A	39626 Rula Dr	SDP 18-004 /B23-01380	0	0	0	0	0	0	0		0
N/A	39640 Rula Dr	SDP 18-004 / B23-01381	0	0	0	0	0	0	0		0
N/A	39650 Canter Ct	SDP 18-004 / B23-01382	0	0	0	0	0	0	0		0
N/A	39658 Rula Dr	SDP 18-004 / B23-01383	0	0	0	0	0	0	0		0
N/A	39660 Nicholas Ct	SDP 18-004 / B23-01384	0	0	0	0	0	0	0		0
N/A	39634 Rula Dr	SDP 18-004 / B23-01385	0	0	0	0	0	0	0		0
N/A	39646 Rula Dr.	SDP 18-004 / B23-01386	0	0	0	0	0	0	0		0
N/A	39641 Rula Dr	SDP 18-004 / B23-01387	0	0	0	0	0	0	0		0
N/A	39633 Rula Dr	SDP 18-004 / B23-01388	0	0	0	0	0	0	0		0
N/A	39625 Rula Dr	SDP 18-004 / B23-01389	0	0	0	0	0	0	0		0
N/A	396562 Rula Dr	SDP 18-004 / B23-01390	0	0	0	0	0	0	0		0
N/A	39655 Canter Ct	SDP 18-004 / B23-01391	0	0	0	0	0	0	0		0
JADU	38295 Pine St C	SDP23-001 B23-01215	0	0	1	0	0	0	0	11/30/2023	1
JADU	38279 Pine St	SDP23-001 / B23-01217	0	0	1	0	0	0	0	11/30/2023	1

N/A	38286 Pine St B	SDP23-001	1	0	0	0	0	0	0	11/30/2023	1
JADU	38278 Pine St C	SDP23-001 / B23-01219	1	0	0	0	0	0	0	11/30/2023	1
JADU	38287 Pine St	SDP23-001 / B23-01216	0	0	1	0	0	0	0	11/30/2023	1
Totals			**57**	**0**	**165**	**0**	**0**	**0**	**84**		**306**

Project Information

Project Identifier					Unit Types					Housing with Financial Assistance and/or Deed Restrictions				Demolished/Destroyed Units Units?			
Prior APN	**Current APN**	**Street Address**	**Project Name**	**Local Jurisdiction Tracking ID**	**Unit Category**	**Tenure**	**Extremely Low Income Units**	**Was Project Approved using SB 35 Streamlining?**	**Infill Units?**	**Assistance Programs for each Development**	**Deed Restriction Type**	**Housing without Financial Assistance or Deed Restrictions**	**Term of Affordability or Deed Restriction**	**Number of Demolished/ Destroyed Units**	**Demolished or Destroyed Units?**	**Demolished/ or Destroyed Units Owner or Renter**	**Notes**
N/A	3005-027-024	39763 Country Club Drive	B22-01604	Z22-344	ADU	Owner	0	NONE	N					0			
N/A	3021-028-026	38543 Frontier Avenue	B22-01775	Z22-084	ADU	Owner	0	NONE	N					0			
N/A	3015-004-022	38548 11th Street East	B22-01804	Z22-477	ADU	Owner	0	NONE	N					0			
N/A	3023-017-072	37339 Segovia Way	B22-02561	Z22-521	ADU	Owner	0	NONE	N					0			
N/A	0000-000-000	5910 East Avenue T	B22-02562	Z22-392	ADU	Owner	0	NONE	N					0			
N/A	3023-083-008	5306 Monaco Lane	B22-02570	Z22-453	ADU	Owner	0	NONE	N					0			
N/A	3021-007-002	38751 33rd Street East	B22-02934	Z22-462	ADU	Owner	0	NONE	N					0			

N/A	3003-083-022	38770 Elder Creek	B22-03853	Z22-591	ADU	Owner	0	NONE	N					0			
N/A	3018-014-074	38533 25th Street East	Palmdale Terrace	SPR 22-003/ B22-01441 / B22-01448	5+	Renter	0	NONE	N	Other	DB		55	0			
N/A	3008-040-012	38732 9th Street East	9th Patriot	MSPR 22-002	5+	Renter	0	NONE	N	Other	DB		55	0			Building Permits applied for in 2022 not yet approved. Grading permit #EN22-00262 approved 4/25/2023.
N/A	3024-054-019	37262 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-028	6543 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008 / B22-00993	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-030	37237 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-020	37254 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			100% Affordable Housing; 20% H&S Code, 80% LIHTC
	3024-054-0303	37237 Ethan Place	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-020	37254 Ethan Place	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-021	37246 Ethan Place	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-023	6561 Neil Drive	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-024	6553 Neil Drive	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-026	6550 Neil Drive	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-021	37246 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-023	6561 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-024	6553 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-026	6550 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-029	37229 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-031	37245 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-033	37261 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-022	37238 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-025	6558 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-027	6542 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-032	37253 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3050-004-009	5902 East Avenue T2	B22-01371	Z22-392	SFD	Owner	0	NONE	N					0			
N/A	3206-064-044	39350 Stallion Drive	B22-02271	TTM 52200-2	SFD	Owner	0	NONE	N					0			
N/A	3206-065-004	39324 Stallion Drive	B22-02272	TTM 52200-2	SFD	Owner	0	NONE	N					0			
N/A	3206-065-018	39313 Stallion Drive	B22-02273	TTM 52200-2	SFD	Owner	0	NONE	N					0			
N/A	3206-065-002	39336 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02291	SFD	Owner	0	NONE	N					0			
N/A	3206-065-019	39321 Stallion Drive	B22-02292	TTM 52200-2	SFD	Owner	0	NONE	N					0			
N/A	3206-065-021	39343 Stallion Drive	B22-02293	TTM 52200-2	SFD	Owner	0	NONE	N					0			
N/A	3206064043	39358 Stallion Drive	B22-02301	TTM 52200-2	SFD	Owner	0	NONE	N					0			
N/A	3206-065-001	39342 Stallion Drive	B22-02302	TTM 52200-2	SFD	Owner	0	NONE	N					0			
N/A	3206-065-003	39330 Stallion Drive	B22-02303	TTM 52200-2	SFD	Owner	0	NONE	N					0			
N/A	3206-065-005	39318 Stallion Drive	B22-02304	TTM 52200-2	SFD	Owner	0	NONE	N					0			

N/A	3206-065-020	39329 Stallion Drive	B22-02305	TTM 52200-2	SFD	Owner	0	NONE	N					0			
	3023-095-036	38702 Allegro Ct		Z20-494	ADU	Owner	0	NONE	N					0			
	3024-047-024	6890 Jack rabbit Way		Z22-558	ADU	Owner	0	NONE	N					0			
	3024-054-028	6534 Neil Dr	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3014-030-025	1342 E Avenue Q11		Z22-202	ADU	Owner	0	NONE	N					0			
	N/A	5219 Lilac Drive	Ravello (TTM 73068)	SDP23-001 / BM23-00974	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5227 Lilac Drive	Ravello (TTM 73068)	SDP23-001 / BM23-00975	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5309 Lilac Drive	Ravello (TTM 73068)	SDP23-001 / BM23-00976	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5317 Lilac Drive	Ravello (TTM 73068)	SDP23-001 / BM23-00977	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5421 Lilac Drive	Ravello (TTM 73068)	SDP23-001 / BM23-00971	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	5431 Lilac Drive	Ravello (TTM 73068)	SDP23-001 / BM23-00978	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5441 Lilac Drive	Ravello (TTM 73068)	SDP23-001 / BM23-00980	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	JADU	38318 Eucalyptus Street C	Ravello (TTM 73068)	SDP23-001 / B23-01098	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3020-042-052	3577 Adobe Place	Pacific Comm (TTM 54209)	SDP20-001 / B22-01619	SFD	Owner	0	NONE	N					0			
	3020-042-022	38017 Columbine Court	Pacific Comm (TTM 54209)	SDP20-001 / B22-01622	SFD	Owner	0	NONE	N					0			
	JADU	38317 Pine Street, C	Ravello (TTM 73068)	SDP23-001 / B23-01099	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	JADU	38316 Pine Street C	Ravello (TTM 73068)	SDP23-001 / B23-01100	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
	JADU	38308 Pine Street C	Ravello (TTM 73068)	SDP23-001/ B23-01101	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-029	37229 Ethan Place	Ravello(TTM61981 and 61611)	SDP23-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-031	32745 Ethan Place	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

	3024-054-033	37261 Ethan Place	Ravello(TM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-022	37238 Ethan Place	Ravello(TM61981 and 61611)	SDP21-003	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-025	6558 Neil Drive	Ravello(TM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-032	37253 ETHAN PL	Ravello(TM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3024-054-019	37262 Ethan PL	Ravello(TM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3004-042-027	1746 Autumnist Drive		Z22-071	ADU	Owner	0	NONE	N					0			
	3053-060-017	1824 Quartzite Ct		Z22-290	ADU	Owner	0	NONE	N					0			
	3019-043-091	2138 Mark Ave		Z22-360	ADU	Owner	0	NONE	N					0			
	3019-046-068	2045 Estrella CT		Z22-539	ADU	Owner	0	NONE	N					0			
	3101-045-032	41556 Vista Linda		B22-03629	ADU	Owner	0	NONE	N					0			
	3023-067-031	38136 52nd St East		B22-02897	ADU	Owner	0	NONE	N					0			

	3004-042-062	1840 Ashberry Dr		B23-00666	ADU	Owner	0	NONE	N					0			
	3051-048-028	5219 Alyssa Ln		B23-00433	ADU	Owner	0	NONE	N					0			
	3023-041-005	37746 52nd St E		Z23-223	ADU	Owner	0	NONE	N					0			
	ADU	38318 Eucalyptus B	Ravello (TTM 73068)	SDP23-001 / B23-01103	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3001-145-020	3718 Club Rancho Drive	Z21-276	B21-01785	ADU	Owner	0	NONE	N					0			
N/A	3012-006-010	37820 11th Street East	Z21-685	B21-02729	ADU	Owner	0	NONE	N					0			
N/A	3023-093-009	5773 Atlas Way		Z22-096	ADU	Owner	0	NONE	N					0			
N/A	3014-024-023	1861 East Avenue Q12		Z22-050	ADU	Owner	0	NONE	N					0			
N/A	3023-051-006	4043 East Avenue Q11		Z22-076	ADU	Owner	0	NONE	N					0			
N/A	3024-054-051	37260 Harrison Way	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-059	6518 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-060	6526 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3005-043-021	39999 Penina Way		Z22-173	ADU	Owner	0	NONE	N					0			
N/A	3024-054-004	37327 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-005	37335 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-006	37343 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-900	37351 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-007	6519 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-008	6527 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-009	6535 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-010	6543 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-011	6551 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-012	6559 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-013	37346 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-014	37338 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-015	37330 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-016	37322 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-017	37314 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-018	37306 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-034	37305 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-035	37313 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-036	37321 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-037	37329 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-038	37337 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-039	6542 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-040	6534 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-041	6526 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-042	37336 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-043	37328 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-044	37320 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-045	37312 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-046	37304 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-035-019	38319 Mariner Court		Z22-361	ADU	Owner	0	NONE	N					0			
N/A	3003-073-037	39217 23rd Street East		Z22-570	ADU	Owner	0	NONE	N					0			
N/A	3204-030-174	41658 Cielo Vista Drive	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-153	41643 Cielo Vista Drive	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-155	6350 Luna Court	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-156	6356 Luna Court	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-157	6355 Luna Court	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-159	41707 Cielo Vista Drive	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			

N/A	3204-030-147	6342 Hermosa Court	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-151	6347 Hermosa Court	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-152	41631 Cielo Vista Drive	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-175	41648 Cielo Vista Drive	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-176	41638 Cielo Vista Drive	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3204-030-177	41628 Cielo Vista Drive	Rodeo Credit TTM 42999	SDP 21-009	SFD	Owner	0	NONE	N					0			
N/A	3024-054-060	6526 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-051	37260 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-059	6518 Neil Drive	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-006	37343 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-007	6519 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-010	6543 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-017	37314 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-038	37337 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-043	37328 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-004	37327 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-005	37335 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-900	37351 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-009	6535 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-012	6559 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-013	37346 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-014	37338 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-016	37322 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-018	37306 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-035	37313 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-036	37321 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-037	37329 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-039	6542 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-040	6534 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-041	6526 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-044	37320 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-046	37304 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-008	6527 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-011	6551 Stacy Lane	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-015	37330 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-034	37305 Ethan Place	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	3024-054-042	37336 Harrison Way	Ravello(TTM61981 and 61611)	SDP 21-008	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3020-042-052	38041 Columbine Court	Pacific Comm (TTM 54209)	B22-01619	SFD	Owner	0	NONE	N					0			
N/A	3020-042-020	38033 Columbine Court	Pacific Comm (TTM 54209)	B22-01620	SFD	Owner	0	NONE	N					0			
N/A	302-042-021	38025 Columbine Court	Pacific Comm (TTM 54209)	B22-01621	SFD	Owner	0	NONE	N					0			
N/A	3020-042-048	38028 Columbine Court	Pacific Comm (TTM 54209)	B22-01623	SFD	Owner	0	NONE	N					0			
N/A	3020-042-049	38036 Columbine Court	Pacific Comm (TTM 54209)	B22-01624	SFD	Owner	0	NONE	N					0			
N/A	3020-042-050	38044 Columbine Court	Pacific Comm (TTM 54209)	B22-01625	SFD	Owner	0	NONE	N					0			
N/A	3020-042-051	38052 Columbine Court	Pacific Comm (TTM 54209)	B22-01621	SFD	Owner	0	NONE	N					0			
N/A	3020-042-010	38041 Periwinkle Place	Pacific Comm (TTM 54209)	B22-01635	SFD	Owner	0	NONE	N					0			

N/A	3020-042-011	38033 Periwinkle Place	Pacific Comm (TTM 54209)	B22-01636	SFD	Owner	0	NONE	N					0			
N/A	3020-042-012	38025 Periwinkle Place	Pacific Comm (TTM 54209)	B22-01637	SFD	Owner	0	NONE	N					0			
N/A	3020-042-014	38010 Periwinkle Place	Pacific Comm (TTM 54209)	B22-01639	SFD	Owner	0	NONE	N					0			
N/A	3020-042-015	38018 Periwinkle Place	Pacific Comm (TTM 54209)	B22-01640	SFD	Owner	0	NONE	N					0			
N/A	3020-042-016	38026 Periwinkle Place	Pacific Comm (TTM 54209)	B22-01641	SFD	Owner	0	NONE	N					0			
N/A	3020-042-017	38034 Periwinkle Place	Pacific Comm (TTM 54209)	B22-01642	SFD	Owner	0	NONE	N					0			
N/A	3020-042-053	3569 Adobe Drive	Pacific Comm (TTM 54209)	B22 - 01644	SFD	Owner	0	NONE	N					0			
N/A	3020-042-054	3561 Adobe Drive	Pacific Comm (TTM 54209)	B22-01645	SFD	Owner	0	NONE	N					0			
N/A	3020-042-056	3545 Adobe Drive	Pacific Comm (TTM 54209)	B22-01647	SFD	Owner	0	NONE	N					0			

N/A	3020-042-057	3537 Adobe Drive	Pacific Comm (TTM 54209)	B22-01648	SFD	Owner	0	NONE	N					0			
N/A	3020-042-001	38041 Coral Bell Circle	Pacific Comm (TTM 54209)	SDP 20-001 / B22-01658	SFD	Owner	0	NONE	N					0			
N/A	3020-042-002	38033 Coral Bell Circle	Pacific Comm (TTM 54209)	B22-01659	SFD	Owner	0	NONE	N					0			
N/A	3020-042-003	38025 Coral Bell Circle	Pacific Comm (TTM 54209)	B22-01660	SFD	Owner	0	NONE	N					0			
N/A	3020-042-004	38017 Coral Bell Circle	Pacific Comm (TTM 54209)	B22-01661	SFD	Owner	0	NONE	N					0			
N/A	3020-042-006	38018 Coral Bell Circle	Pacific Comm (TTM 54209)	B22-01663	SFD	Owner	0	NONE	N					0			
N/A	3020-042-007	38026 Coral Bell Circle	Pacific Comm (TTM 54209)	B22-01664	SFD	Owner	0	NONE	N					0			
N/A	3020-042-008	38034 Coral Bell Circle	Pacific Comm (TTM 54209)	B22-01665	SFD	Owner	0	NONE	N					0			
N/A	3020-042-009	38042 Coral Bell Circle	Pacific Comm (TTM 54209)	B22-01666	SFD	Owner	0	NONE	N					0			

N/A	3020-042-058	3529 Adobe Drive	Pacific Comm (TTM 54209)	B22-01667	SFD	Owner	0	NONE	N					0			
N/A	3020-042-059	3521 Adobe Drive	Pacific Comm (TTM 54209)	B22-01668	SFD	Owner	0	NONE	N					0			
N/A	3020-042-060	3513 Adobe Drive	Pacific Comm (TTM 54209)	B22-01669	SFD	Owner	0	NONE	N					0			
N/A	3020-042-061	3505 Adobe Drive	Pacific Comm (TTM 54209)	B22-01670	SFD	Owner	0	NONE	N					0			
N/A	3206-065-006	39310 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02268	SFD	Owner	0	NONE	N					0			
N/A	3206-065-009	39238 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02269	SFD	Owner	0	NONE	N					0			
N/A	3206-065-015	39243 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02270	SFD	Owner	0	NONE	N					0			
N/A	3206-065-008	39254 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02271	SFD	Owner	0	NONE	N					0			
N/A	3206-065-010	39222 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02272	SFD	Owner	0	NONE	N					0			

N/A	3206-065-012	39217 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02289	SFD	Owner	0	NONE	N					0			
N/A	3206-065-016	39267 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02290	SFD	Owner	0	NONE	N					0			
N/A	3206-065-011	39210 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02297	SFD	Owner	0	NONE	N					0			
N/A	3206-065-013	39223 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02298	SFD	Owner	0	NONE	N					0			
N/A	3206-065-014	39231 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02299	SFD	Owner	0	NONE	N					0			
N/A	3206-065-017	39303 Stallion Drive	Joshua Ranch / TTM 52200-2	B22-02300	SFD	Owner	0	NONE	N					0			
N/A	3206-064-013	3904 Stirrup Court	Joshua Ranch / TTM 52200-2	B22-03308	SFD	Owner	0	NONE	N					0			
N/A	N/A	38921 Candlenut Drive	SDP 20-004	B22-02216	SFD	Owner	0	NONE	N					0			
N/A	JADU	38309 Pine St C	Ravello TTM 73068	SDP23-001 / B23-01214	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3015-015-020	38648 15th Ste East	B21-01157	Z21-261	ADU	Owner	0	NONE	N					0			

	N/A	40127 Pevero Court	B22-02181	TTM 52200-2	SFD	Owner	0	NONE	N					0			
	n/a	40119 Pevero Court		B22-02182	SFD	Owner	0	NONE	N					0			
	3024-054-027	6542 Neil Drive	Ravello(TTM61981 and 61611)	SDP21-008	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3018-018-020	38726 26th Street E		B18-01189	ADU	Owner	0	NONE	N					0			
	3024-031-037	37520 Calle Mazatlan	B21-01056	Z21-203	ADU	Owner	0	NONE	N					0			
	3006-017-012	268 E Avenue P4		B22-03709	ADU	Owner	0	NONE	N					0			
	3003-077-049	39033 Virginia St		B22-02918	ADU	Owner	0	NONE	N					0			
	3015-019-011	1503 E Avenue Q6, Unit B		B22-00075	ADU	Owner	0	NONE	N					0			
	3024-046-053	6565 Lasseron Dr.		B22-00069	ADU	Owner	0	NONE	N					0			
	3001-047-012	40327 Nido Ct		B21-01086	ADU	Owner	0	NONE	N					0			
	n/a	40113 Pevero Ct		SDP21-001/ TTM 74927	SFD	Owner	0	NONE	N					0			
	n/a	5220 Lilac Dr	Ravello TTM 73068	SDP21-007 / B23-00907	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

	n/a	5220 Lilac Dr.	Ravello TTM 73068	SDP2-007 / B23-00908	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	n/a	5219 Lilac Dr.	Ravello TTM 73068	SDP23-001 / B2300967	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	n/a	5227 Lilac Dr.	Ravello TTM 73068	SDP23-001 / B2300968	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	n/a	5309 Lilac Dr.	Ravello TTM 73068	SDP23-001 / B2300969	SFD	Renter	1	NONE	N	LIHTC	Other		55	0			
	n/a	5441 Lilac Dr.	Ravello TTM 73068	SDP23-001 / B2300973	SFD	Renter	1	NONE	N	LIHTC	Other		55	0			
	n/a	5317 Lilac Dr,	Ravello TTM 73068	SDP23-001 / B2300970	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	n/a	5421 Lilac Dr.	Ravello TTM 73068	SDP23-001/B2300971	SFD	Renter	1	NONE	N	LIHTC	Other		55	0			
	n/a	5431 Lilac Dr.	Ravello TTM 73068	SDP23-001 / B2300967	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	n/a	38309 Pine St	Ravello TTM 73068	SDP23-001 / B23-01206	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	n/a	38295 Pine St	Ravello TTM 73068	SDP23-001 / B23-01207	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	n/a	38287 Pine St	Ravello TTM 73068	SDP23-001 / B23-01208	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

	n/a	38279 Pine St	Ravello TTM 73068	SDP23-001 / B23-01209	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	n/a	38286 Pine St	Ravello TTM 73068	SDP23-001 / B23-01210	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	n/a	38278 Pine St	Ravello TTM 73068	SDP23-001 / B23-01211	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	ADU	38287 Pine St	Ravello TTM 73068	SDP23-001 / B23-01216	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	ADU	38317 Pine St	Ravello TTM 73068	SDP23-001 / B23-01099	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	ADU	38279 Pine St	Ravello TTM 73068	SDP23-001 /	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	JADU	38286 Pine St C	Ravello TTM 73068	SDP23-001 / B23-01218	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	JADU	38294 PINE ST C	Ravello TTM 73068	SDP 23-001 / B23-01102	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-040	6534 Stacy Lane	Ravello (TTM 61611)	B22-01021	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-034	6542 Stacy Lane	Ravello (TTM 61611)	B22-01032	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-041	6526 Stacy Lane	Ravello (TTM 61611)	B22-01022	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	3024-054-045	37312 Harrison Way	Ravello (TTM 61611)	B22-01034	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

N/A	N/A	38316 PINE ST	Ravello TTM 73068	SDP23-001 /	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
N/A	N/A	38840 MALVA ROSA DR	Pacific Comm (TTM 54058-03)	SDP20-004/ B22-04109	SFD	Owner	0	NONE	N					0			
N/A	N/A	2314 Century Plant St	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04110	SFD	Owner	0	NONE	N					0			
N/A	N/A	2302 Century Plant St	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04111	SFD	Owner	0	NONE	N					0			
N/A	N/A	2309 CENTURY PLANT ST	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04112	SFD	Owner	0	NONE	N					0			
	N/A	2321 CENTURY PLANT ST	Pacific Comm (TTM 54058-03)	SDP20-004 B22-04113	SFD	Owner	0	NONE	N					0			
	N/A	38848 Malva Rosa Dr	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04115	SFD	Owner	0	NONE	N					0			
	N/A	2308 Century Plant St	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04116	SFD	Owner	0	NONE	N					0			

	N/A	2237 CENTURY PLANT ST	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04117	SFD	Owner	0	NONE	N					0			
	N/A	38856 MALVA ROSA DR	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04118	SFD	Owner	0	NONE	N					0			
	N/A	2320 Century Plant St	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04119	SFD	Owner	0	NONE	N					0			
	N/A	2236 CENTURY PLANT ST	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04120	SFD	Owner	0	NONE	N					0			
	N/A	2303 CENTURY PLANT ST	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04121	SFD	Owner	0	NONE	N					0			
	N/A	2315 CENTURY PLANT ST	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04122	SFD	Owner	0	NONE	N					0			
	N/A	38318 Eucalyptus St	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38326 Eucalyptus St	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38325 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	38317 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38324 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38316 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38308 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38294 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38294 PINE ST	Ravello TTM 73068	SDP 23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38326 Eucalyptus St	Ravello TTM 73068	SDP 23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38325 PINE ST	Ravello TTM 73068	SDP 23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38324 PINE ST	Ravello TTM 73068	SDP 23-001	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	38309 Pine St	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3021-018-015	38520 35TH Street East	RES23-00103	Z23-0621	ADU	Owner	0	NONE	N					0			
	3012-006-006	37846 11TH Street	RES23-00083	Z23-0498	ADU	Owner	0	NONE	N					0			

	3003-041-047	2003 SANDSTONE Court	RES23-00013	Z23-307	ADU	Owner	0	NONE	N					0			
	3003-074-035	38844 CALISTOGA ST	B23-00105	Z23-284	ADU	Owner	0	NONE	N					0			
	3052-036-424	2904 NANDINA DR	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-01464	ADU	Owner	0	NONE	N					0			
	3206-036-013	2833 Similax Ct		Z23-160	ADU	Owner	0	NONE	N					0			
	3021-017-011	38520 LILACVIEW Avenue	RES23-00021	Z23-343	ADU	Owner	0	NONE	N					0			
	N/A	38278 Pine St	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38295 Pine St	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38832 Malva Rosa Dr	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04114	ADU	Renter	0	NONE	N					0			
	3015-020-009	1609 E Avenue Q6	B23-01473	Z22-605	ADU	Renter	0	NONE	N					0			
	N/A	38308 Pine St B	Ravello TTM 73068	SDP23-001	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	38270 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	38262 Pine St	Ravello TTM 73068	SDP23-001	SFD	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	38271 Pine St	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38263 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38255 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38191 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38183 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38175 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38270 PINE ST B	Ravello TTM 73068	SDP23-001	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	38262 PINE ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38271 Pine St	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38263 PINE ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38255 PINE ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	38191 PINE ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38183 PINE ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38175 PINE ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
JADU	JADU	38271 Pine St C	Ravello TTM 73068	SDP23-001 / B23-01433	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
JADU	JADU	38263 PINE ST C	Ravello TTM 73068	SDP23-001 / B23-01434	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
JADU	JADU	38255 PINE ST C	Ravello TTM 73068	SDP23-001 / B23-01435	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
JADU	JADU	38191 PINE ST C	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
JADU	JADU	38183 PINE ST C	Ravello TTM 73068	SDP23-001 B23-01437	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
JADU	JADU	38270 PINE ST C	Ravello TTM 73068	SDP23-001 / B23-01432	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38194 Pine St	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38186 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38178 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	38170 PINE ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5414 YUCCA WY	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5406 YUCCA WY	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5320 YUCCA WY	Ravello TTM 73068	SDP23-001	SFD	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	5312 YUCCA WY	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5304 YUCCA WY	Ravello TTM 73068	SDP23-001	SFD	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	38194 Pine St	Ravello TTM 73068	SDP23-001	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	38186 PINE ST	Ravello TTM 73068	SDP23-001	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	38178 PINE ST	Ravello TTM 73068	SDP23-001	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	5414 YUCCA WY	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5406 YUCCA WY	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5320 YUCCA WY	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	5312 YUCCA WY	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5304 YUCCA WY	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
JADU	JADU	5414 YUCCA WY C	Ravello TTM 73068	SDP23-001 / B23-01472	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU
	N/A	38176 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38176 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38176 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38184 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38192 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38256 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38184 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38192 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38256 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

JADU	JADU	38184 EUCALYPTUS ST C	Ravello TTM 73068	SDP23-001 / B23-01491	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU
JADU	JADU	38192 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001 / B23-01492	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU
JADU	JADU	38256 EUCALYPTUS ST C	Ravello TTM 73068	SDP23-001 B23-01493	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU
	N/A	38173 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38253 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38253 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38181 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38181 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38189 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38189 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38173 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38261 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	38269 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38285 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38293 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38277 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38303 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38261 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38269 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38277 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38285 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38293 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38303 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	37022 LA CONTEM PO AV	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	5224 YUCCA WY	Ravello TTM 73068	SDP23-001	SFD	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	5216 YUCCA WY	Ravello TTM 73068	SDP23-001	SFD	Renter	1	NONE	N	LIHTC	Other		55	0			
	N/A	5208 YUCCA WY	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5224 YUCCA WY	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5216 YUCCA WY	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	5208 YUCCA WY	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38302 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38274 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38250 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38174 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38290 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38282 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	38266 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38258 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38190 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38182 OAK ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38302 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38290 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38282 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38274 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38266 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38258 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38250 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38190 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	38182 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38174 OAK ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	3003-065-017	38873 CALISTOGA ST	B23-02053	Z23-247	ADU	Owner	0	NONE	N					0			
	N/A	38264 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38280 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38296 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38272 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38288 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38310 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
JADU	JADU	38264 EUCALYPTUS ST C	Ravello TTM 73068	SDP23-001 / B23-02060	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU
JADU	JADU	38272 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU
JADU	JADU	38280 EUCALYPTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU

JADU	JADU	38288 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU
JADU	JADU	38296 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU
JADU	JADU	38310 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			JADU
	N/A	38264 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38272 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38280 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38288 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38296 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38310 EUCALY PTUS ST	Ravello TTM 73068	SDP23-001	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	2402 Desert Agave Street	Ravello TTM 73069	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	2337 Desert Agave Street	Ravello TTM 73070	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			

	N/A	2401 Desert Agave Street	Ravello TTM 73071	SDP23-001	SFD	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	39664 NICHOLAS CT	Joshua Ranch / TTM 52200-3	SDP18-004/B23-01392	SFD	Owner	0	NONE	N					0			
	N/A	39636 NICHOLAS CT	Joshua Ranch / TTM 52200-3	SDP18-004/B23-01392	SFD	Owner	0	NONE	N					0			
	N/A	39642 NICHOLAS CT	Joshua Ranch / TTM 52200-3	SDP18-004/B23-01392	SFD	Owner	0	NONE	N					0			
	N/A	39641 NICHOLAS CT	Joshua Ranch / TTM 52200-3	SDP18-004/B23-01392	SFD	Owner	0	NONE	N					0			
	N/A	39629 NICHOLAS CT	Joshua Ranch / TTM 52200-3	SDP18-004/B23-01392	SFD	Owner	0	NONE	N					0			
	N/A	39624 NICHOLAS CT	Joshua Ranch / TTM 52200-3	SDP18-004/B23-01392	SFD	Owner	0	NONE	N					0			
	N/A	39635 NICHOLAS CT	Joshua Ranch / TTM 52200-3	SDP18-004/B23-01392	SFD	Owner	0	NONE	N					0			
	N/A	39630 NICHOLAS CT	Joshua Ranch / TTM 52200-3	SDP18-004/B23-01392	SFD	Owner	0	NONE	N					0			
	3024-020-031	37616 Ruby Lane		B23-01068	ADU	Owner	0	NONE	N					0			

	N/A	3640 Saddleback Dr	Pacific Communities SDP 20-001	B22-04093	SFD	Owner	0	NONE	N					0			
	N/A	3692 Adobe Dr	Pacific Communities SDP 20-001	B22-04094	SFD	Owner	0	NONE	N					0			
	N/A	3668 Adobe Dr	Pacific Communities SDP 20-001	B22-04095	SFD	Owner	0	NONE	N					0			
	N/A	3667 Adobe Dr	Pacific Communities SDP 20-001	B22-04096	SFD	Owner	0	NONE	N					0			
	N/A	38027 Cranesbill Ct	Pacific Communities SDP 20-001	B22-04097	SFD	Owner	0	NONE	N					0			
	N/A	3684 Adobe Dr	Pacific Communities SDP 20-001	B22-04098	SFD	Owner	0	NONE	N					0			
	N/A	3691 Adobe Dr	Pacific Communities SDP 20-001	B22-04099	SFD	Owner	0	NONE	N					0			
	N/A	3675 Adobe Dr	Pacific Communities SDP 20-001	B22-04100	SFD	Owner	0	NONE	N					0			
	N/A	38035 Cranesbill Ct	Pacific Communities SDP 20-001	B22-04101	SFD	Owner	0	NONE	N					0			

	N/A	3632 Saddleback Rd	Pacific Communities SDP 20-001	B22-04102	SFD	Owner	0	NONE	N					0			
	N/A	3676 Adobe Dr	Pacific Communities SDP 20-001	B22-04103	SFD	Owner	0	NONE	N					0			
	N/A	3683 Adobe Dr	Pacific Communities SDP 20-001	B22-04104	SFD	Owner	0	NONE	N					0			
	N/A	3659 Adobe Dr.	Pacific Communities SDP 20-001	B22-04105	SFD	Owner	0	NONE	N					0			
	N/A	38043 Cranesbill Ct	Pacific Communities SDP 20-001	B22-04106	SFD	Owner	0	NONE	N					0			
	N/A	38051 Cranesbill Ct	Pacific Communities SDP 20-001	B22-04106	SFD	Owner	0	NONE	N					0			
	3001-074-009	40028 Palmetto Dr.		Z23-337/ B23-02297	ADU	Owner	0	NONE	N					0			
	3010-011-019	37430 Larkin Ave		B23-00746	ADU	Owner	0	NONE	N					0			
	3024-031-043	37456 Calle Mazatlan		B23-00052	ADU	Owner	0	NONE	N					0			
	3012-036-033	1723 Plymouth Ct		B22-02507	ADU	Owner	0	NONE	N					0			
	3021-010-011	38657 Lilacview Ave		B23-01258	ADU	Owner	0	NONE	N					0			

	3051-035-050	36824 Royce Ct B		B23-01882	ADU	Owner	0	NONE	N					0			
	3015-020-001	1659 E Ave Q-6		B 23-00816	ADU	Owner	0	NONE	N					0			
	3024-030-029	6333 Posada Ct		RES23-00031	ADU	Owner	0	NONE	N					0			
	N/A	3716 Eliopulos Ranch Dr	Joshua Ranch (TTM 52200-02)	SDP 18-004 / B23-01393	SFD	Owner	0	NONE	N					0			
	N/A	3710 Eliopulos Ranch Dr	Joshua Ranch (TTM 52200-02)	SDP 18-004 / B23-01395	SFD	Owner	0	NONE	N					0			
	N/A	3704 Eliopulos Ranch Dr.	Joshua Ranch (TTM 52200-03)	SDP 18-004 / B23-01399	SFD	Owner	0	NONE	N					0			
	3101-007-023	5637 Redwood Ave. B		RES23-00029	ADU	Owner	0	NONE	N					0			
	3023-010-018	37351 51st Street		RES23-00048	ADU	Owner	0	NONE	N					0			

	3009-001-029	172 Taintor Rd	Homes4Families	RES23-00053	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	3009-001-030	176 Taintor Rd	Homes4Families	RES23-00054	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	3009-001-039	38206 Vito Lane	Homes4Families	RES23-00055	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			

	3009-001-040	38202 Vito Lane	Homes4Families	RES23-00056	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	3009-010-47	38207 Vito Lane	Homes4Families	RES23-00057	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	3009-001-048	38203 Vito Lane	Homes4Families	RES23-00058	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	3021-017-011	38520 Lilacview Ave		RES23-00021	ADU	Owner	0	NONE	N					0			

	N/A	38215 Vito Lane	Homes4Families	B23-01364	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	N/A	38211 Vito Lane	Homes4Families	B23-01365	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	N/A	162 Taintor Rd	Homes4Families	B23-01366	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			

	N/A	166 Taintor Rd	Homes4Families	B23-01367	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	N/A	38214 Vito Rd	Homes4Families	B23-01368	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	N/A	38210 Vito Lane	Homes4Families	B23-01369	SFD	Owner	0	NONE	N		DB	Affordability based on current new home sales price being within moderate income range		0			
	3005-027-028	39730 Eadmer Ave		B23-00824	ADU	Owner	0	NONE	N					0			

	N/A	39626 Rula Dr	Joshua Ranch / TTM 52200-3	SDP 18-004 /B23-01380	SFD	Owner	0	NONE	N					0			
	N/A	39640 Rula Dr	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23 -01381	SFD	Owner	0	NONE	N					0			
	N/A	39650 Canter Ct	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23 -01382	SFD	Owner	0	NONE	N					0			
	N/A	39658 Rula Dr	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23 -01383	SFD	Owner	0	NONE	N					0			
	N/A	39660 Nicholas Ct	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23 -01384	SFD	Owner	0	NONE	N					0			
	N/A	39634 Rula Dr	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23 -01385	SFD	Owner	0	NONE	N					0			
	N/A	39646 Rula Dr.	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23 -01386	SFD	Owner	0	NONE	N					0			
	N/A	39641 Rula Dr	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23 -01387	SFD	Owner	0	NONE	N					0			
	N/A	39633 Rula Dr	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23 -01388	SFD	Owner	0	NONE	N					0			

	N/A	39625 Rula Dr	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23-01389	SFD	Owner	0	NONE	N					0			
	N/A	396562 Rula Dr	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23-01390	SFD	Owner	0	NONE	N					0			
	N/A	39655 Canter Ct	Joshua Ranch / TTM 52200-3	SDP 18-004 / B23-01391	SFD	Owner	0	NONE	N					0			
	JADU	38295 Pine St C	Ravello TTM 73068	SDP23-001 B23-01215	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	JADU	38279 Pine St	Ravello TTM 73068	SDP23-001 / B23-01217	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			
	N/A	38286 Pine St B	Ravello TTM 73068	SDP23-001	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
	JADU	38278 Pine St C	Ravello TTM 73068	SDP23-001 / B23-01219	ADU	Renter	1	NONE	N	LIHTC	Other		55	0			
	JADU	38287 Pine St	Ravello TTM 73068	SDP23-001 / B23-01216	ADU	Renter	0	NONE	N	LIHTC	Other		55	0			

Density Bonus

Project Identifier				Density Bonus			
Current APN	**Street Address**	**Local Jurisdiction Tracking ID**	**Deed Restriction Type**	**Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)**	**Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)**	**List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)**	**Did the project receive a reduction or waiver of parking standards? (Y/N)**
3018-014-074	38533 25th Street East	SPR 22-003/ B22-01441 / B22-01448	DB	.0	4	Development Standards Modification	Yes
3008-040-012	38732 9th Street East	MSPR 22-002	DB	5.0	1	Other	Yes
3009-001-029	172 Taintor Rd	RES23-00053	DB	100.0	1	Development Standards Modification	Yes
3009-001-030	176 Taintor Rd	RES23-00054	DB	100.0	1	Development Standards Modification	Yes
3009-001-039	38206 Vito Lane	RES23-00055	DB	100.0	1	Development Standards Modification	Yes
3009-001-040	38202 Vito Lane	RES23-00056	DB	100.0	1	Development Standards Modification	Yes
3009-010-47	38207 Vito Lane	RES23-00057	DB	100.0	1	Development Standards Modification	Yes
3009-001-048	38203 Vito Lane	RES23-00058	DB	100.0	1	Development Standards Modification	Yes
N/A	38215 Vito Lane	B23-01364	DB	100.0	1	Development Standards Modification	Yes
N/A	38211 Vito Lane	B23-01365	DB	100.0	1	Development Standards Modification	Yes
N/A	162 Taintor Rd	B23-01366	DB	100.0	1	Development Standards Modification	Yes
N/A	166 Taintor Rd	B23-01367	DB	100.0	1	Development Standards Modification	Yes
N/A	38214 Vito Rd	B23-01368	DB	100.0	1	Development Standards Modification	Yes

N/A	38210 Vito Lane	B23-01369	DB	100.0	1	Development Standards Modification	Yes

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TABLE B - Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Income Level	RHNA Allocation	Restrictions	Projection Period	Year 1 - 2021	Year 2 - 2022	Year 3 - 2023	Year 4 - 2024	Year 5 - 2025	Year 6 - 2026	Year 7 - 2027	Year 8 - 2028	Year 9 - 2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low*	1,777	Deed restricted	0	0	0	7	0	0	0	0	0	0	7	1,770
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Low	935	Deed restricted	0	0	91	205	0	0	0	0	0	0	296	639
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Moderate	1,004	Deed restricted	0	0	0	0	0	0	0	0	0	0	113	891
		Non-Restricted	72	41	0	0	0	0	0	0	0	0		
Above Moderate	2,924		0	0	116	100	0	0	0	0	0	0	216	2,708
Total Units			**72**	**41**	**207**	**312**	**0**	**0**	**0**	**0**	**0**	**0**	**632**	
Total RHNA	**6,640**	**Total Remaining Need for RHNA Period**												**6,008**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1)

	Extremely Low-Income Need	Year 1 - 2021	Year 2 - 2022	Year 3 - 2023	Year 4 - 2024	Year 5 - 2025	Year 6 - 2026	Year 7 - 2027	Year 8 - 2028	Year 9 - 2029	Total Units to Date	Total Remaining ELI Need
Extremely Low-Income Units**	889	0	0	5	0	0	0	0	0	0	5	884

For the last year of the 5th cycle planning period, Table B will only include units that were permitted before the end date of the 5th cycle planning period.
For the first year of the 6th cycle planning period, Table B will only include units that were permitted since the start date of the 6th cycle planning period.

Projection Period units are included in a separate column.

***Units serving extremely low-income households must be included in the very low-income permitted totals in order to be credited toward the RHNA.**

****Extremely low-income units determined pursuant to Government Code 65583(a)(1). Default value is half of the very low-income RHNA. May be overwritten.**

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TABLE C - Sites Identified or Rezoned to Accommodate Shortfall Housing Need

No Data Available

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TABLE D - Program Implementation Status

Program Description	Housing Programs Progress Report - Government Code Section 65583		
Name of Housing Element Program	**Objective**	**Timeframe in H.E.**	**Status of Program Implementation**
Adequate Sites for RHNA and Monitoring of No Net Loss	Adopt the Preferred Land Use Plan as part of the General Plan update that provides increased residential development capacity by Spring 2022, ensuring that the updated General Plan offer adequate capacity for the City's remaining RHNA of 3,660 units (1,758 very low income, 899 low income, and 1,003 moderate income units). Specifically, the Residential Neighborhood 3 proposed for meeting the City's remaining lower and moderate income RHNA will meet the following conditions: o Allows residential development up to 30 units per acre with a minimum density of 20 units per acre; o Each site can accommodate at least 16 units (a site can comprise of multiple parcels); and, o Allows multi-family ownership and rental housing by right if 20 percent of the units are set aside as housing affordable to lower income households (see Program 2 below). • Develop a procedure in 2022 to monitor the development of sites in the sites inventory and ensure adequate sites are available to meet the remaining RHNA by income category. • Update Development Code by Summer 2022 to establish appropriate development standards that can facilitate residential development at the allowable densities. • Provide information on available sites and development incentives to interested developers and property owners on City website.	2021-2029	The General Plan was adopted in September of 2022 and the Development Code Update was adopted in March of 2023. On-going program.
By Right Approval of Projects with 20 Percent Affordable Units	• Amend the Development Code to provide by-right approval pursuant to AB 1397 by Summer of 2022. • Utilize the Multi-Family Residential Guidelines to process by-right applications to implement the General Plan Update and the Development Code Update.	2021-2029	The Multi-Family and Mixed-Use Design Guidelines were adopted August 2022 and the Development Code Update was adopted in March of 2023

Accessory Dwelling Units (ADU's)	Develop incentives and tools to facilitate ADU construction by the end of 2022. Incentives and tools may include pre-approved plans, expedited reviews, and referral to available resources. • Promote ADU construction by providing resources on the City's website and at public counters. • Monitor the ADU construction trend annually and adjust incentives and tools as necessary.	2021-2029	In 2023 the City of Palmdale began offering Standard Accessory Dwelling Units (ADU) Plans to provide residents with a simplified permitting process for the design and construction of ADUs. Plans provided by the City for Accessory Dwelling Units (ADUs) are conceptual renderings approved and offered to applicants for review and use. These plans are available on the City's website. https://www.cityofpalmdaleca.gov/1351/Standard-ADU-Plans
Small Lot Consolidation Program	City to play an active role in facilitating lot consolidations and offer identified incentives.	2021-2029	On-going program.
Large Site Development Program	City to play an active role in facilitating land divisions and lot line adjustments to assist housing development for lower income households.	2021-2029	On-going program.
Affordable Housing Land Bank	Acquire and assemble parcels for new construction of affordable single and multi-family units using Housing Asset Funds as other funds.	2021-2029	On-going program. Two parcels acquired in 2023.
Affordable Housing Development	Provide funding in he form of land and/or low-interest, deferred interest or residual receipt loans to nonprofit affordable housing organizations to construct new affordable units.	2021-2029	Ongoing program. No new actions were taken in 2023.
Zoning Amendments	Amend the Development Code to address the requirements outlined in this program by the end of 2022.	2021-2029	The Development Code was updated and adopted in March 2023.
Homeownership Assistance Programs	Provide assistance to qualified first-time homebuyers	2021-2029	On-going program. In 2023 fourteen (14) first-time homebuyers approved for assistance.
Housing Rehabilitation Assistance	Assistance to rental properties and owners of single family residences and multi-family rental units.	2021-2029	On-going program. No new actions taken in 2023.
Rental Housing Inspection Program	Building and Safety inspection of all residential rental properties on a regular schedule	2021-2029	On-going program
Vacant and Abandoned Property Registration Program	Abandoned and vacant property registration program to protect neighborhoods and commercial areas from becoming blighted	2021-2029	On-going program. In 2023 38 properties were registered and inspected. (Code Enforcement)
Mobile Home Space Rent Control	Regulates increases in month to month rent costs for mobile home park spaces to ensure affordability	2021-2029	On-going program

Conversion of At-Risk Units	Steps to be taken to ensure 126 at-risk units in 3 projects are not lost through conversion to market rate units	2021-2029	On-going program. No new actions taken in 2023.
Senior Housing	Develop housing options suitable for seniors with different needs	2021-2029	On-going program. No new actions taken in 2023.
Housing for the Developmentally Disabled	Work with North Los Angeles Regional Center to implement outreach program	2021-2029	On-going program
South Antelope Valley Emergency Services (SAVES)	Provide administrative funding to SAVES which provides services, referrals, motel vouchers, emergency food and clothing to homeless and very low-income individuals and families	2021-2029	Funding for program is on-going
Place Based Neighborhood Improvement Program	Improve the quality of selected low and moderate income single family neighborhoods by enforcing compliance with building, safety, health, fire, and other applicable regulations	2021-2029	On-going program
Partners Against Crime	Coordinates activities of Code Enforcement, Housing, Public Safety, and Building and Safety to proactively address issues such as crime, maintenance and encourage effective property management in the City's multi-family housing	2021-2029	On-going program. Two (2) Partners Against Crime workshops and eleven (11) Partners Against Crime Neighborhood Watch meetings were held in 2023.
Fair Housing Services	City contracts with Housing Rights Center or other provider to provide monthly housing clinic, intake and investigation of housing discrimination complaints and referrals, provide information	2021-2029	On-going program. In 2023, over 246 households were assisted. Virtual clinics and assistance by phone were held monthly to provide assistance to residents.

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TABLE E - Commercial Development Bonus Approved pursuant to GC Section 65915.7

No Data Available

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TABLE F - Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(2)

	Affordability by Household Incomes (Units that DO NOT count towards RHNA)				
Activity Type	**Extremely Low-Income**	**Very Low-Income**	**Low-Income**	**Total Units**	**Description of Activity**
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	**0**	**0**	**0**	**0**	

	Affordability by Household Incomes (Units that DO count towards RHNA)				
Activity Type	**Extremely Low-Income**	**Very Low-Income**	**Low-Income**	**Total Units**	**Description of Activity**
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	**0**	**0**	**0**	**0**	

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TABLE G - Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of (CCR Title 25 6202)

No Data Available

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TABLE H - Locally Owned Surplus Sites (CCR Title 25 6202)

No Data Available

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LEAP Reporting (CCR Title 25 6202)

No Data Available

City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **APPROVE THE SECOND AMENDMENT TO AGREEMENT WITH RETAIL STRATEGIES, LLC FOR RETAIL ATTRACTION AND RECRUITMENT SERVICES TO INCREASE THE AMOUNT OF THE AGREEMENT BY $45,000, FOR A TOTAL NOT TO EXCEED AMOUNT OF $135,000 AND EXTEND THE AGREEMENT TERM BY ONE YEAR TO APRIL 1, 2025**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the second amendment to Agreement No. A-7873 with Retail Strategies, LLC, for retail attraction and recruitment services to increase the amount of the agreement by $45,000, for a not to exceed amount of $135,000 and extend agreement term by one year to April 1, 2025; and,

2. Authorize the City Manager, or her designee, to execute the second amendment to Agreement No. A-7873 with Retail Strategies, LLC, including minimal and/or non-substantial changes.

BACKGROUND

In February 2022, the City released a Request for Proposals (RFP) for retail attraction and recruitment services. This initiative aimed to solicit competitive proposals from firms with a strong understanding of retail dynamics and well-established relationships with retailer and commercial broker communities who could navigate the City's economic environment. After reviewing the proposals, the City selected and executed Agreement No. A-7873 with Retail Strategies, LLC. The initial agreement was $45,000 per year for a two-year term, for a not to exceed amount of $90,000.

In March 2023, the City Council approved a First Amendment to the Agreement clarifying that the services provided in the scope of work aligned with the American Rescue Plan

Act's (ARPA) goals and requirements. No other amendments were made to the agreement.

Since their selection in 2022, Staff has worked with Retail Strategies to develop data and market analysis, evaluate commercial properties for potential development, and execute targeted outreach efforts. In addition to these efforts, Retail Strategies creates marketing brochures showcasing various commercial sites to use with potential investors and retailers. Retail Strategies also attended various retail shows on behalf of the City, facilitated business meetings at the annual International Council of Shopping Centers (ICSC) trade show, and provided meeting space at the event for the City to utilize. This collaborative approach has provided invaluable technical assistance to businesses, ensuring a multifaceted strategy to enhance the City's retail sector.

DISCUSSION

The second amendment extends the agreement term for one additional year through April 1, 2025, and augments the agreement amount to allow Retail Strategies to continue providing essential retail recruitment services that align with and actively promote the City's long-term economic development goals. The continuation of this partnership is expected to yield ongoing benefits by attracting diverse retail options, improving local employment opportunities, and increasing the City's tax base.

FISCAL IMPACT

$45,000; funds for the second amendment to Agreement No. A-7873 are allocated under ARPA. The account has $100,000 for retail consulting, of which $45,000 will be used to pay for the work completed during the extended term of this agreement.

STRATEGIC PLAN

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

D. Develop and maintain diverse programs and events that inspire growth, pride, and lifelong learning.

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

ATTACHMENT

Agrmt No. A-7873 Second Amendment with Retail Strategies, LLC
Agrmt No. A-7873 First Amendment with Retail Strategies, LLC
Agrmt No. A-7873 with Retail Strategies, LLC

2nd AMENDMENT TO AGREEMENT A-7873
BETWEEN THE CITY OF PALMDALE AND RETAIL STRATEGIES, LLC

This 2nd Amendment to Agreement No. A-7873 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and RETAIL STRATEGIES, LLC (hereinafter called "Retail Strategies, LLC"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on April 1, 2022 ("Original Agreement") the CITY and Retail Strategies, LLC entered into an agreement to provide:

Business Attraction and Recruitment Services.

WHEREAS, the parties desire to amend the Original Agreement to:

Update the description of work as outlined in Exhibit A. Update Retail Strategies maximum compensation to One Hundred and Thirty Five Thousand ($135,000) an increase of Forty-Five Thousand ($45,000): and extend the term by one (1) year to end April 1, 2025.

NOW THEREFORE, the parties agree as follows:

Section 2. Description of work is updated to include the items listed in Exhibit A.
Section 5. Price to be amended to an amount not to exceed One Hundred and Thirty Five Thousand ($135,000) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

Year One: $45,000
Year Two: $45,000
Year Three: $45,000; and

Extend the term by one (1) year to end on April 1, 2025.

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

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

CITY OF PALMDALE:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Hwy
Palmdale, CA 93550

RETAIL STRATEGIES, LLC:

SIGNATURE AREA

Robert Jolly, Jr.
CEO/Principal

ADDRESS FOR NOTICE:
RETAIL STRATEGIES, LLC
2200 Magnolia Ave, Ste. 100
Brimingham, AL 35244

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)

■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

1st AMENDMENT TO AGREEMENT A-7873
BETWEEN THE CITY OF PALMDALE AND RETAIL STRATEGIES, LLC

This 1st Amendment to Agreement No. A-7873 ("Agreement") between the City of Palmdale and RETAIL STRATEGIES, LLC is made and entered into this 2nd day of February, 2023 by and between the City of Palmdale (hereinafter called "CITY") and RETAIL STRATEGIES, LLC (hereinafter called "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into an original agreement on April 1, 2022 ("Original Agreement"), to provide: Business Attraction and Recruitment Services.

WHEREAS, the parties desire to amend the Original Agreement to include language clarifying the Services as they relate to American Rescue Plan Act ("ARPA")

NOW THEREFORE, the parties agree as follows:

1. Section 2.1 - Description of Work, shall be amended in its entirety and replaced with the following:

CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

Business Attraction and Recruitment Services to include:
-Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
-Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities.
-Identification of priority business categories impacted from Covid closures for recruitment and/or local expansion
-Target List of Retailers and Restaurants to support recovery from negative economic impacts (minimum of 30)
-Customized Marketing Guide (Four pages)
-Identify market retail trade area using political boundaries, drive times, and radii, and custom boundary geographies
-Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
-Analyze community's growth potential through the peer analysis and GAP analysis
-Analysis of future retail space requirements in relation to the peer markets and retail opportunities
-Conduct retail peer market analysis
-Identify and evaluate competing shopping areas
-Tapestry lifestyles - psychographic profile of trade area / market segmentation analysis
-Consumer Spending Pattern Reports, Market Outlook Reports including patterns due to the recovery from Covid impacted businesses
-Aerial Imagery of trade area(s), provide updates on retail industry trends
-Custom on-demand demographic research - historical, current and projected

demographics - to include market trade areas by radius/drive time, and custom trade area
-Pro-active retail recruitment for entire community to support rapid support and replacement of negatively impacted industries

-Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
-Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis.
-ICSC and Retail Live conference representation, updates provided according to the yearly conference schedule.
- Active outreach to local brokers and landowners

2. Section 4 - Acceptance and Documentation, is hereby amended to add new subsection 4.4 as follows:

4.4 CONTRACTOR agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month following the end of each quarter to the Director of Finance. The reports must include but is not limited to, a memo regarding the activity undertaken on behalf of the City by Contractor addressing the Business Attraction and Recruitment Services included in 1. Section 2.1 – Description of Work. Any and all reports created regarding conferences and real estate trends, notes or reports on contact or activity with specific businesses in the City or considering locations in the City, and other analysis or research undertaken on behalf of the City, should be referenced in the memo and attached. Current negotiations, that should not be made public at the time, should be referenced but not included. The Director of Finance may require additional information of CONTRACTOR for compliance with ARPA regulations.

3. Section 18 - Compliance with Law, is hereby amended to add new subsection 18.3 as follows:

18.3 CONTRACTOR understands, acknowledges, and agrees that the funding source for its work is from American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (Collectively "ARPA") and as such, CONTRACTOR agrees to comply with the regulations associated with ARPA funds pursuant to 31 CFR Part 35. Those regulation and reporting requirements are set forth in Exhibit "A" attached hereto and incorporated herein by reference. By executing this contract, CONTRACTOR agrees to comply with all such regulations and reporting requirements and shall familiarize itself with those requirements.

(REST OF PAGE INTENTIONALLY LEFT BLANK)

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

CITY OF PALMDALE:

Ronda Perez

Signed: 3/15/2023

Ronda Perez Date
City Manager

Luis Garibay

Signed: 3/8/2023

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

APPROVE AS TO FORM:

William Patrick Curley III

Signed: 3/13/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber

Signed: 3/20/2023

Roxanne Faber
Acting City Clerk

RETAIL STRATEGIES, LLC:

Stephen P. Leara

Signed: 3/12/2023

Steve Leara Date
EVP/General Counsel

ADDRESS FOR NOTICE:
RETAIL STRATEGIES, LLC
2200 Magnolia Ave. Ste. 100
Birmingham, AL 35244

---------- INTERNAL USE ONLY ----------

- Certificate(s) and Endorsement(s) attached
- Confirmed business name on contract with certificate(s)
- Original contract and previous amendment(s) (if any) are attached
- Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title

Luis Garibay

Signed on 2023-03-08 00:01:54 GMT

Secured by Concord™
DocumentID: OWU4NmIzMDEtOT
SigningID: ZGFlY2YzYWYtZj
Signing date: 3/8/2023
IP Address: 206.171.111.149
Email: lgaribay@cityofpalmdale.org

For
Name
Title

Stephen P. Leara

Signed on 2023-03-12 17:00:18 GMT

Secured by Concord™
DocumentID: OWU4NmIzMDEtOT
SigningID: NWNlMjJhNDItND
Signing date: 3/12/2023
IP Address: 142.190.43.102
Email: sleara@retailspecialists.com

For
Name
Title

William Patrick Curley III

Signed on 2023-03-13 15:13:13 GMT

Secured by Concord™
DocumentID: OWU4NmIzMDEtOT
SigningID: OWE0ZWVmYzEtMD
Signing date: 3/13/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name
Title

Ronda Perez

Signed on 2023-03-15 17:00:20 GMT

Secured by Concord™
DocumentID: OWU4NmIzMDEtOT
SigningID: NTY1Zjg4ZDItMD
Signing date: 3/15/2023
IP Address: 166.199.97.138
Email: rperez@cityofpalmdale.org

For
Name
Title

Roxanne Faber

Signed on 2023-03-20 18:34:42 GMT

Secured by Concord™
DocumentID: OWU4NmIzMDEtOT
SigningID: YTJkM2JhZWYtNT
Signing date: 3/20/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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ORIGINAL

AGREEMENT NO. A-7873
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND Retail Strategies, LLC

This CONTRACT for services ("Contract" herein) is made and entered into this First day of April, 2022, by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and Retail Strategies, LLC, a Partnership , (hereinafter called "CONTRACTOR"). The term of this Contract is Two (2) Years , commencing on April 1, 2022, with CITY reserving the option to extend the agreement for 0 additional terms of one year each.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Economic and Community Development Director and/or Economic Development Management Analyst II Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 DESCRIPTION OF WORK

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

Business Attraction and Recruitment Services to include:
• Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
• Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities
• Identification of priority business categories for recruitment and/or local expansion
• Target List of Retailers and Restaurants (minimum of 30)
• Customized Marketing Guide (four pages)
• Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
• Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
• Analyze community's growth potential through the peer analysis and GAP analysis
• Analysis of future retail space requirements in relation to the peer markets and retail opportunities
• Conduct retail peer market analysis

• Identify and evaluate competing shopping areas • Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
• Consumer Spending Pattern Reports • Market Outlook Reports
• Aerial imagery of trade area(s) • Provide updates on retail industry trends
• Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area
• Pro-active retail recruitment for entire community
• Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
• Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
• ICSC and Retail Live conference representation- updates provided according to the yearly conference schedule
• Active outreach to local brokers and landowners

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract 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.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 365 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, 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.

3 CONTRACTOR'S KEY PERSONNEL

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not

change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Matthew Tate, Director Western Division
Christopher Bontrager, VP Western Division
Brookley Valencia, Portfolio Director
John Mark Boozer, Retail Development Coordinator

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR 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.

3.3.2 CONTRACTOR shall be responsible for payment of all CONTRACTOR'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.

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

4 ACCEPTANCE AND DOCUMENTATION

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

4.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

4.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

5 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed Ninety Thousand dollars ($90000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

Year One $45,000
Year Two $45,000

5.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work 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 a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

5.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall retain its records for the time required by such laws.

5.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

6 TAXES

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

6.2 CONTRACTOR 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 CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

6.3 CONTRACTOR 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.

6.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

7 PATENT FEES AND ROYALTIES

CONTRACTOR 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, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents 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. CONTRACTOR 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, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

8 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any 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 CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any 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. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR 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.

9 INSURANCE

9.1 CONTRACTOR, 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 9.8, must be reviewed and accepted by the City Attorney**.

9.1.1 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

9.1.2 Commercial General Liability

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

9.1.3 Commercial Automobile Liability

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

9.2 All of CONTRACTOR'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.

9.3 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, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

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

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

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

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

9.8 Acceptable Proof of Insurance:

9.8.1 ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

9.8.2 Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

9.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required

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

9.10 Any and all subcontractors working on behalf of CONTRACTOR shall be subject to insurance requirements that are substantially similar to those required of CONTRACTOR under this Contract.

10 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, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR 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.

11 TERMINATION FOR CAUSE

If CITY determines that CONTRACTOR 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, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

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

11.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. 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 CITY.

11.3 If, after notice of termination of the Contract under the provisions of this Section 11, it is determined, for any reason, that CONTRACTOR 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 10.

12 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONTRACTOR 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.

13 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

14 DELEGATION AND ASSIGNMENT

14.1 CONTRACTOR shall not delegate 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 CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

14.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR 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 CONTRACTOR under this Contract.

15 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

15.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, 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.

15.2 The provisions of subsection 15.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

16 FINANCIAL INTEREST CERTIFICATION

16.1 CONTRACTOR 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 CONTRACTOR's firm.

16.2 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.

17 CONFLICT OF INTEREST

17.1 CONTRACTOR 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 CONTRACTOR to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

17.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

17.3 To the extent required by the City Manager or his designee, CONTRACTOR 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.

18 COMPLIANCE WITH LAW

18.1 CONTRACTOR 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 CONTRACTOR uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONTRACTOR.

18.2 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.

19 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.

20 ENTIRE AGREEMENT AND AMENDMENTS

20.1 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.

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

20.3 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.

21 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda 4/20/2022

Ronda Perez Date
Interim City Manager

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

Retail Strategies, LLC:

3/16/22

Robert Jolly, Jr Date
CEO/Principal

ADDRESS FOR NOTICE:
Retail Strategies, LLC
2200 Magnolia Ave. Ste. 100
Birmingham, AL 35244

APPROVE AS TO FORM:

Christopher L. Beck
For City Attorney

ATTEST:

Shanae S. Smith
City Clerk

ATTEST: If Corporation

Secretary

City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **2**

SUBJECT: **APPROVE FINAL TRACT MAP NO. 81337 (LOCATED BETWEEN 65TH STREET WEST AND 70TH STREET WEST, SOUTH OF AVENUE M)**

RECOMMENDATION

Staff recommends that the City Council:

A. Approve Final Tract Map No. 81337 (located between 65th Street West and 70th Street West, south of Avenue M);

B. Authorize the City Clerk to execute the City Clerk's Statement and Special Assessments Statement; and,

C. Authorize the Acting City Surveyor to execute the City Surveyor's Statement and file the map with the County Recorder.

BACKGROUND

Final Tract Map No. 81337, located between 65th Street West and 70th Street West, south of Avenue M, is a 40.55-acre subdivision, legally creating 88 single-family residential lots. All proposed lot sizes and dimensions comply with the City's Zoning Ordinance. The applicant for this development is D.R. Horton Ven, Inc., a California Corporation. The Planning Commission approved the tentative tract map on March 11, 2021, by Resolution No. PC-2021-007.

DISCUSSION

This final tract map is consistent with the tentative tract map, and all final map conditions of approval have been met. The Acting City Land Surveyor has reviewed the final map for technical accuracy, verified it complies with the Subdivision Map Act, and deemed this Final Tract Map as 'timely filed.'

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS
Atch 1 Tract Map No. 81337

86 LOTS
40.55 ACRES

TRACT MAP NO. 81337

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

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

MIKE LOPEZ, LS 8995 VERTEX SURVEYING, INC. DATE OF SURVEY: MARCH, 2022

TENTATIVE TRACT MAP EXPIRATION: MARCH 23, 2024

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE FURTHER STATE THAT, EXCEPT AS SHOWN ON THIS MAP, WE KNOW OF NO EASEMENTS OR STRUCTURES EXISTING WITHIN THE EASEMENTS HEREBY OFFERED FOR DEDICATION TO THE PUBLIC, OTHER THAN PUBLICLY OWNED WATER LINES, SEWERS, OR STORM DRAINS, THAT WE WILL GRANT NO RIGHT OR INTEREST WITHIN THE BOUNDARIES OF SAID EASEMENTS OFFERED TO THE PUBLIC, EXCEPT WHERE SUCH RIGHT OR INTEREST IS EXPRESSLY MADE SUBJECT TO SAID EASEMENTS.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF 67TH STREET WEST AND 70TH STREET WEST WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS A PUBLIC STREET, WE HEREBY DEDICATE THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO SAID STREETS. IF ANY PORTION OF SAID STREET WITHIN OR ADJACENT TO THIS SUBDIVISION IS VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

AND WE HEREBY IRREVOCABLY OFFER TO DEDICATE REAL PROPERTY TO THE CITY OF PALMDALE:

AS EASEMENTS FOR PUBLIC PURPOSES ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS, SHOWN ON SAID MAP;

AND WE HEREBY OFFER TO DEDICATE REAL PROPERTY TO THE CITY OF PALMDALE:

IN FEE FOR PUBLIC PURPOSES FOR SANITARY SEWERS, STORM DRAIN SYSTEMS, APPURTENANT STRUCTURES, MAINTENANCE, AND INGRESS AND EGRESS PURPOSES WITHIN AND WITHOUT SAID SUBDIVISION CONSTRUCTED AS PART OF THE IMPROVEMENT THEREOF.

EASEMENTS FOR PUBLIC PURPOSES FOR PUBLIC DRAINAGE, LANDSCAPING, AND MAINTENANCE PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAINTAIN THE IMPROVEMENTS AND MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES

D.R. HORTON VEN, INC., A CALIFORNIA CORPORATION (OWNER)

BY: _____
TODD FUNK
VICE PRESIDENT/DIVISION PRESIDENT

LOS ANGELES COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

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

BY_____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 81337 AS REQUIRED BY LAW.

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

BY_____ DATE _____
DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF D.R. HORTON VEN, INC. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWENTY–FOUR MONTHS FROM THE FILING DATE OF THIS MAP: THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN 24 MONTHS FROM THE FILING DATE SHOWN HEREON.

PRELIMINARY

MIKE LOPEZ DATE
L.S. NO. 8995

PROFESSIONAL LAND SURVEYOR
MIKE LOPEZ
No. PLS 8995
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND SUBDIVISION ORDINANCES OF THE CITY OF PALMDALE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPILED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

FREDERICK R. JONES JR. DATE
LS 5458
ACTING CITY SURVEYOR
CITY OF PALMDALE

LICENSED LAND SURVEYOR
FREDERICK R. JONES JR.
No. 5458
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE:

I, ROCHELLE SCOTT ACTING CITY CLERK, CITY OF PALMDALE, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF PALMDALE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE ___ DAY OF _____, 2024, AND THAT THEREUPON SAID COUNCIL DID, BY AND ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP; AND ON BEHALF OF THE PUBLIC, SAID COUNCIL DID:

ACCEPT THE OFFER OF DEDICATION THE RIGHT TO RESTRICT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO 67TH STREET WEST AND 70TH STREET WEST, AS SHOWN ON SAID MAP.

ACCEPT THE OFFER OF DEDICATION AND GRANT IN FEE FOR PUBLIC PURPOSES FOR SANITARY SEWERS, STORM DRAIN SYSTEMS, APPURTENANT STRUCTURES, AND INGRESS AND EGRESS PURPOSES WITHIN AND WITHOUT SAID SUBDIVISION CONSTRUCTED AS PART OF THE IMPROVEMENT THEREOF.

ACCEPT THE OFFER OF DEDICATION AND GRANT OF THE EASEMENTS FOR PUBLIC PURPOSES EASEMENTS FOR DRAINAGE, LANDSCAPING, AND MAINTENANCE PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAINTAIN THE IMPROVEMENTS AND MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

THE CITY OF PALMDALE CONSENTS TO THE RECORDATION OF THE WITHIN IRREVOCABLE OFFER TO DEDICATE FOR FUTURE STREET AS SHOWN ON SAID MAP, AND RESERVES THE RIGHT TO ACCEPT SAID OFFER TO DEDICATE AT A LATER DATE. THIS CONSENT IS NOT A PRESENT ACCEPTANCE OF THE OFFER TO DEDICATE.

ROCHELLE SCOTT DATE
ACTING CITY CLERK, CITY OF PALMDALE

SPECIAL ASSESSMENT STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF PALMDALE, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL.

ROCHELLE SCOTT DATE
ACTING CITY CLERK, CITY OF PALMDALE

TRACT MAP NO. 81337

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

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____,

PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

BASIS OF BEARINGS:

THE BEARINGS SHOWN ARE BASED ON THE BEARING OF THE CENTERLINE OF AVENUE M, SHOWN AS N89°55'54"E ON TRACT MAP NO. 54339, BOOK 1301, PAGES 26–33.

SOILS REPORT NOTE:

IN ACCORDANCE WITH THE PROVISION OF SECTION 66434.5 OF THE SUBDIVISION MAP ACT. A SOILS REPORT WAS PREPARED BY GEO–TEK, INC. AND DATED APRIL 4, 2022 AND AS UPDATED IN TWO SEPARATE REPORTS DATED JUNE 1, 2022, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

MONUMENT NOTES:

DISTINCTIVE BOUNDARY CORNERS REQUIRED TO BE SET SHALL BE SPIKE AND WASHER TAGGED "LS 8995", SET DOWN 0.04'.

STREET INTERSECTIONS, BEGINNING OF CURVE(S) AND END OF CURVE(S) REQUIRED TO BE SET SHALL BE AN 8" SPIKE AND WASHER DOWN 0.04' TAGGED "LS 8995".

PROPERTY LINE PROLONGATION LEAD, TACK, AND TAG TO BE SET ON TOP OF CURBS.

SIGNATURE OMISSION NOTE:

THE SIGNATURE OF THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC STREET, ROAD OR HIGHWAY AND INCIDENTAL PURPOSES, RECORDED JULY 14, 1927 IN BOOK 7006, PAGE 263 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC STREET, ROAD OR HIGHWAY AND INCIDENTAL PURPOSES, RECORDED JANUARY 29, 1968 AS INSTRUMENT NO. 1968–1572 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE CITY OF PALMDALE, AS SUCCESSOR IN INTEREST TO COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR SANITARY SEWERS AND INCIDENTAL PURPOSES, RECORDED DECEMBER 07, 1987 AS INSTRUMENT NO. 1987–1933055 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE CITY OF PALMDALE, HOLDER OF AN EASEMENT FOR PUBLIC STREET, ROAD OR HIGHWAY AND INCIDENTAL PURPOSES, RECORDED MARCH 25, 2005 AS INSTRUMENT NO. 2005–692537 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE CITY OF PALMDALE, HOLDER OF AN EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES, RECORDED MARCH 09, 2006 AS INSTRUMENT NO. 2006–510145 OF OFFICIAL RECORDS HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

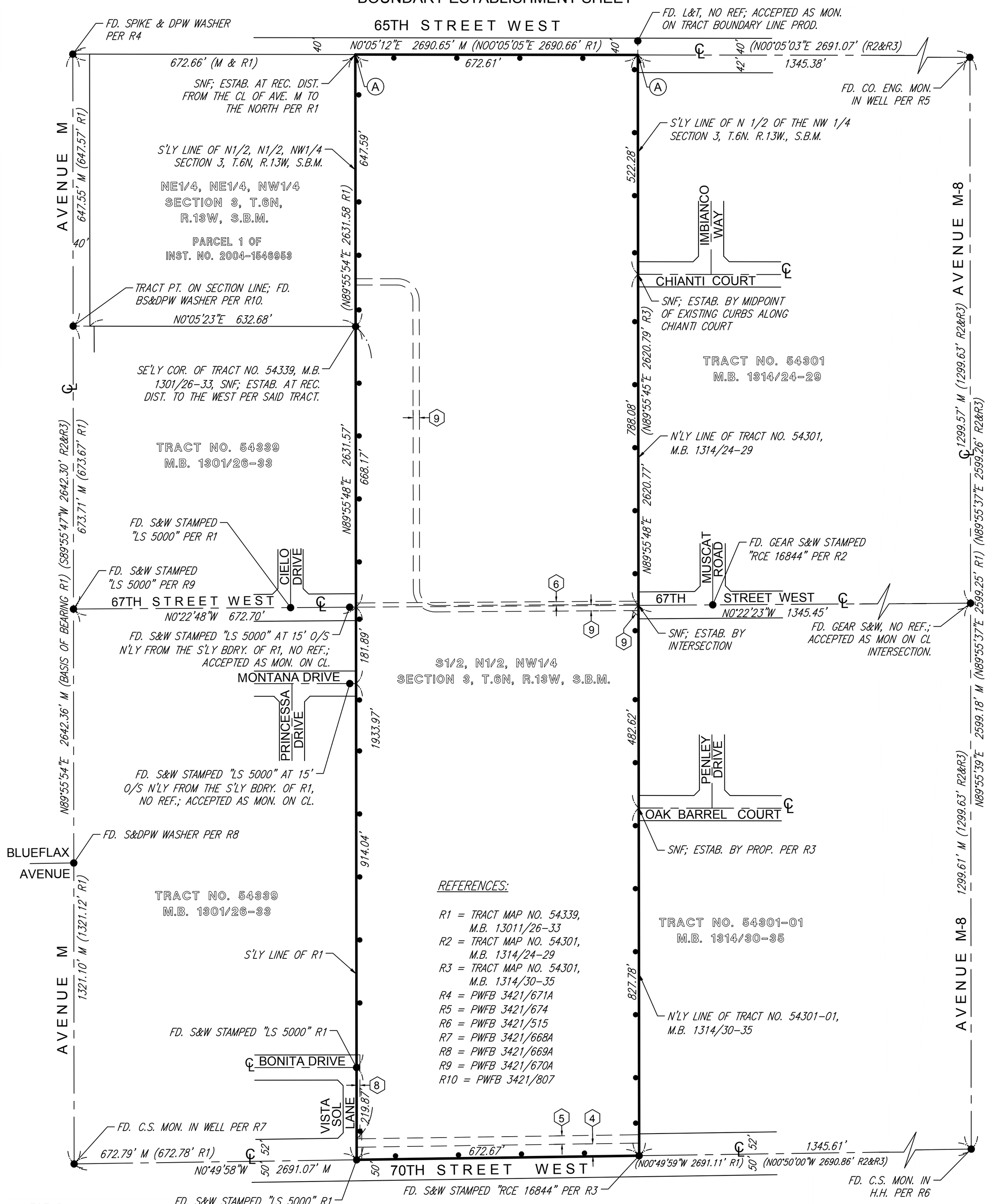
SCALE: 1" = 150'

TRACT MAP NO. 81337

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

TENTATIVE TRACT MAP EXPIRATION: MARCH, 2024

BOUNDARY ESTABLISHMENT SHEET



REFERENCES:

R1 = TRACT MAP NO. 54339, M.B. 13011/26-33
R2 = TRACT MAP NO. 54301, M.B. 1314/24-29
R3 = TRACT MAP NO. 54301, M.B. 1314/30-35
R4 = PWFB 3421/671A
R5 = PWFB 3421/674
R6 = PWFB 3421/515
R7 = PWFB 3421/668A
R8 = PWFB 3421/669A
R9 = PWFB 3421/670A
R10 = PWFB 3421/807

LEGEND:

- ● INDICATES FOUND MONUMENT AS NOTED
- (A) SPIKE & WASHER, TAGGED "L.S. 8995" TO BE SET DOWN 0.04', AS SHOWN ON THIS MAP
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

EASEMENT NOTES:

(4) EASEMENT FOR PUBLIC STREET, ROAD OR HIGHWAY PURPOSES REC. IN BK 7006 PG 263, OF O.R.

(5) EASEMENT FOR PUBLIC STREET, ROAD OR HIGHWAY PURPOSES REC. IN JANUARY 29, 1968 AS INST. NO. 1968-1572, OF O.R.

(6) EASEMENT FOR SANITARY SEWER PURPOSES REC. ON DECEMBER 07, 1987 AS INST. NO. 1987-1933055, OF O.R.

(8) EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES REC. IN MARCH 25, 2005 AS INST. NO. 2005-692537, OF O.R.

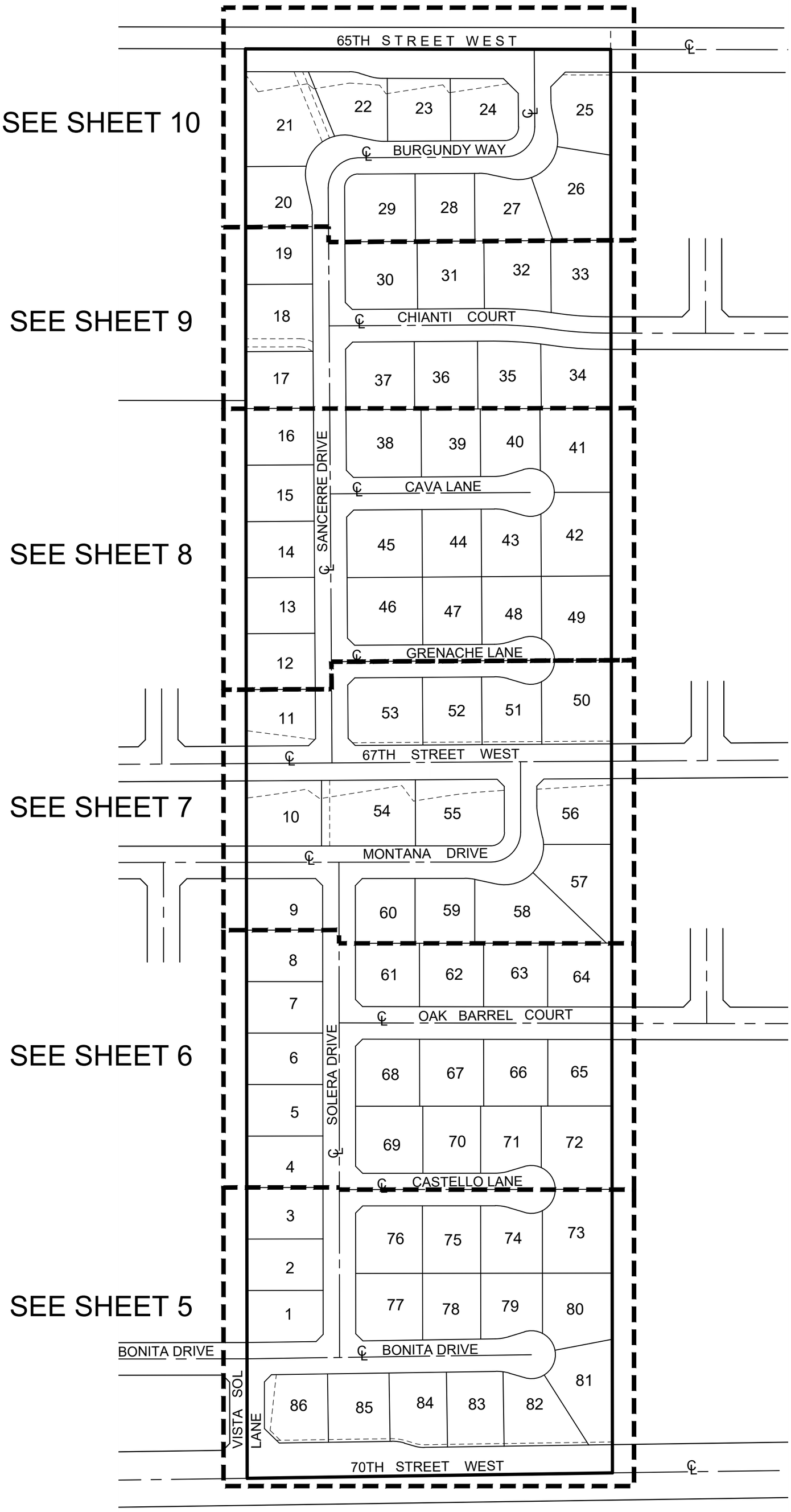
(9) EASEMENT FOR STORM DRAIN PURPOSES REC. IN MARCH 09, 2006 IN INST. NO. 2006-510145, OF O.R.

SCALE: 1" = 150'

TRACT MAP NO. 81337

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

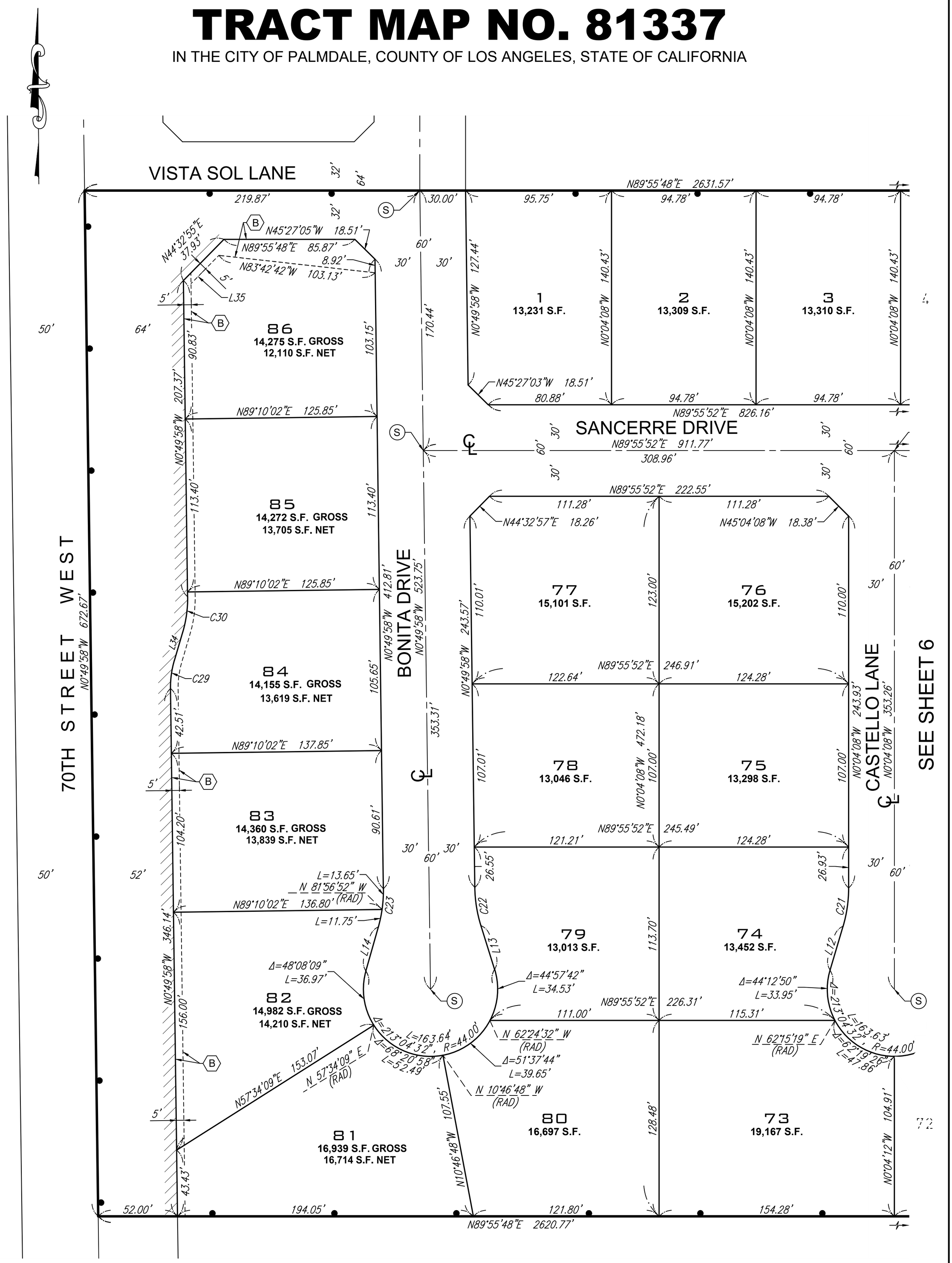
INDEX SHEET



SCALE: 1" = 40'

TRACT MAP NO. 81337

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



LEGEND:

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- DEDICATION TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS
- (B) A 5 FOOT AND VARIABLE WIDTH LANDSCAPE EASEMENT DEDICATED TO THE CITY OF PALMDALE BY THIS MAP
- (S) SPIKE AND WASHER STAMPED LS 8995 TO BE SET DOWN 0.04'

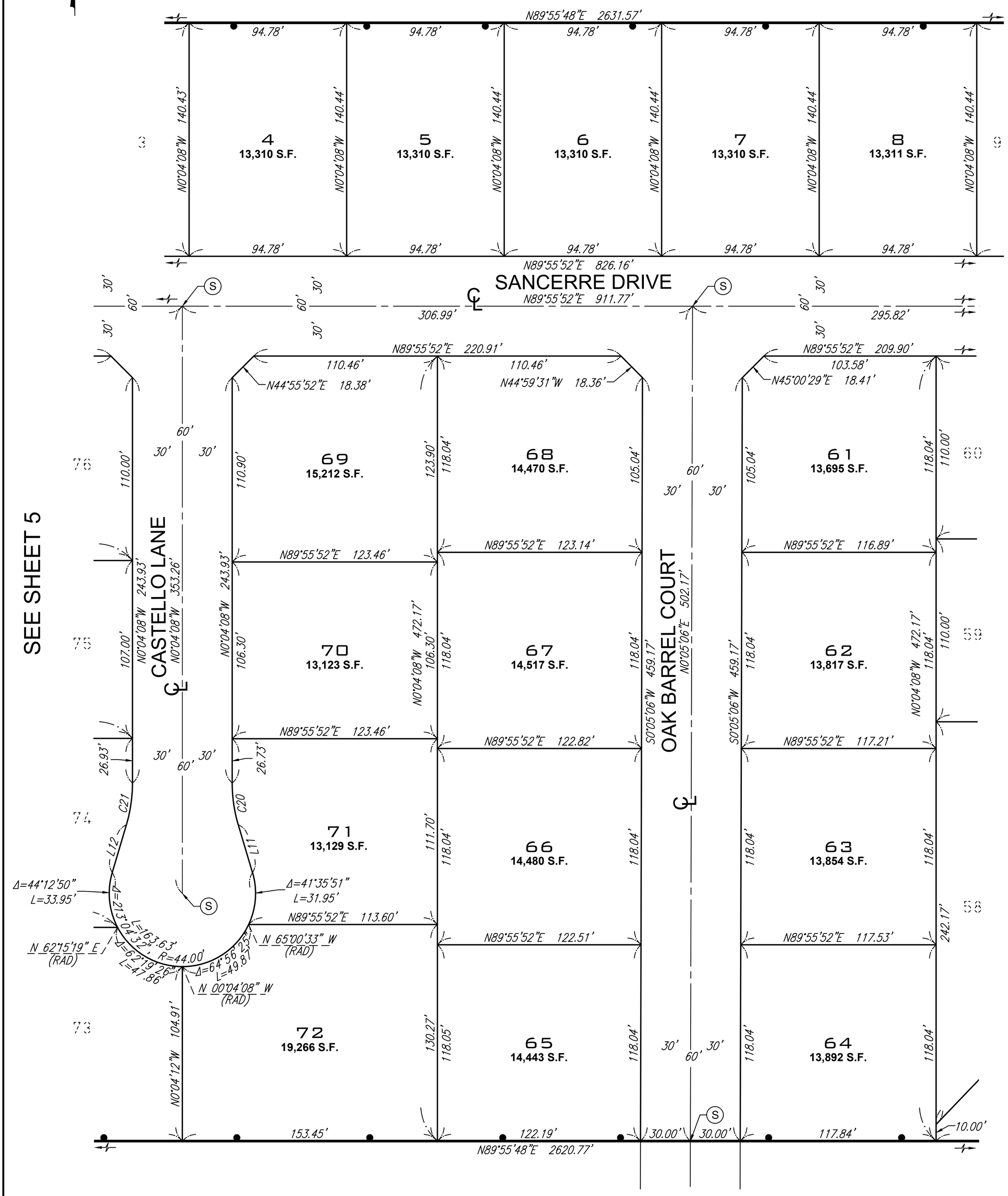
LINE TABLE		
LINE #	BEARING	DISTANCE
L12	N16°28'09"E	30.00'
L13	N17°22'14"W	30.00'
L14	N15°42'18"E	30.00'
L34	N16°18'51"E	19.60'
L35	S44°32'55"W	26.02'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C21	16°32'16"	88.00'	25.40'
C22	16°32'16"	88.00'	25.40'
C23	16°32'16"	88.00'	25.40'
C29	17°08'49"	62.00'	18.55'
C30	17°08'49"	78.00'	23.34'

SCALE: 1" = 40'

TRACT MAP NO. 81337

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



LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

(S) SPIKE AND WASHER STAMPED LS 8995 TO BE SET DOWN 0.04'

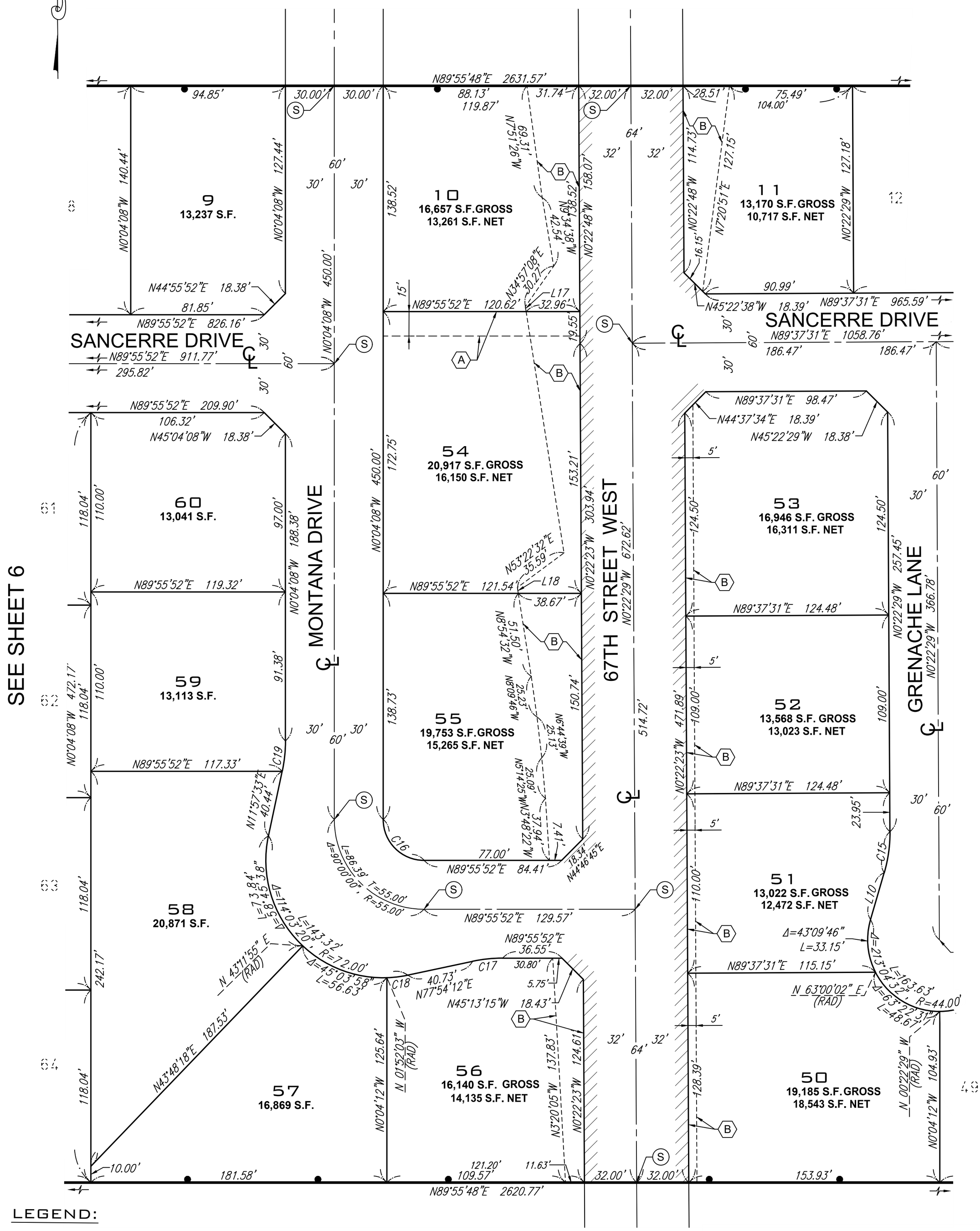
LINE TABLE		
LINE #	BEARING	DISTANCE
L11	N16°36'24"W	30.00'
L12	N16°28'09"E	30.00'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C20	16°32'16"	88.00'	25.40'
C21	16°32'16"	88.00'	25.40'

SCALE: 1" = 40'

TRACT MAP NO. 81337

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



LEGEND:

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- DEDICATION TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS
- (A) 15' STORM DRAIN EASEMENT DEDICATED TO THE CITY OF PALMDALE BY THIS MAP
- (B) VARIABLE WIDTH LANDSCAPE EASEMENT DEDICATED TO THE CITY OF PALMDALE BY THIS MAP
- (S) SPIKE AND WASHER STAMPED LS 8995 TO BE SET DOWN 0.04'

LINE TABLE

LINE #	BEARING	DISTANCE
L10	N16°09'47"E	30.00'
L17	N8°59'41"W	3.15'
L18	N8°54'32"W	3.65'

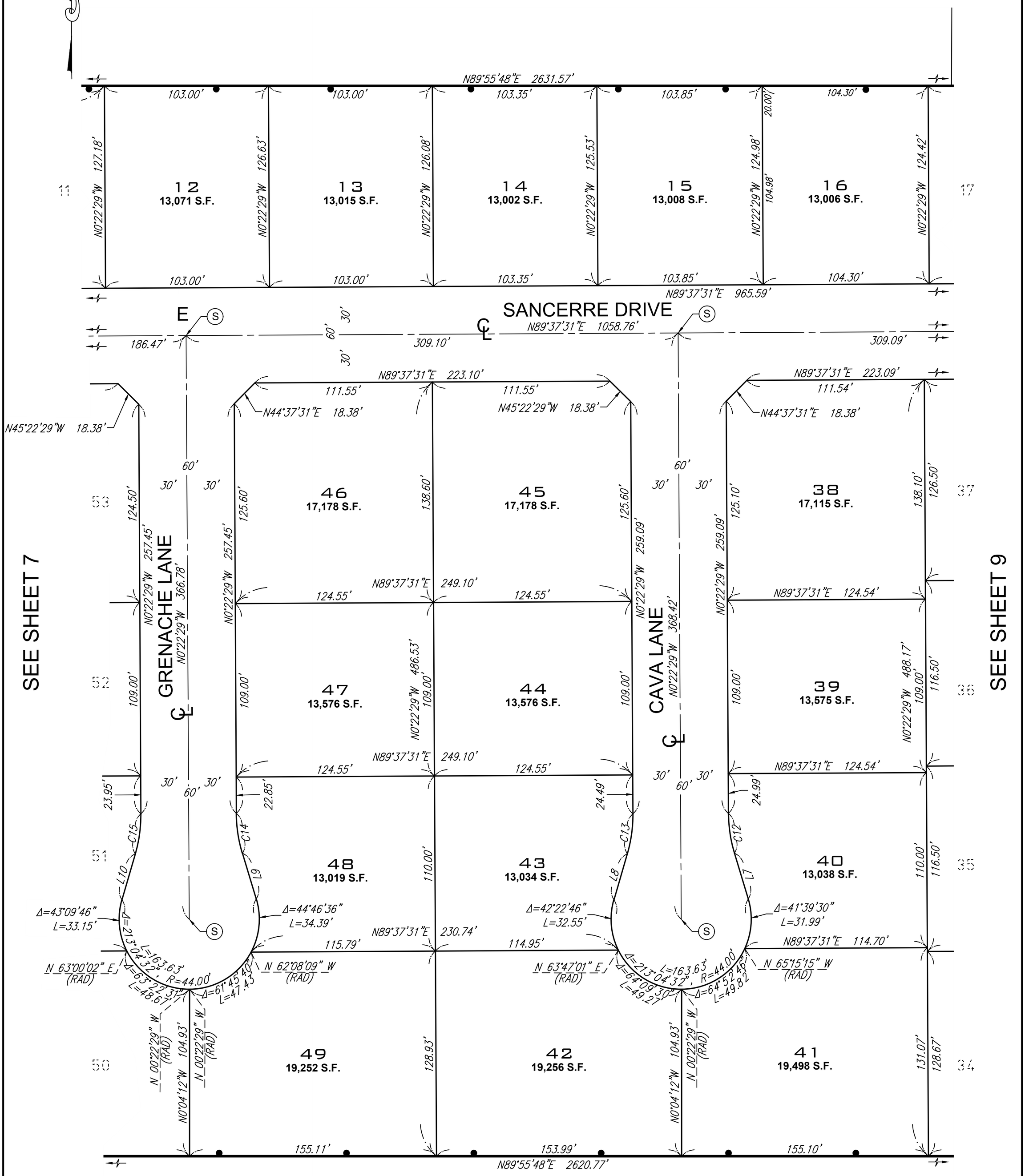
CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH
C15	16°32'16"	88.00'	25.40'
C16	90°00'00"	25.00'	39.27'
C17	12°01'40"	88.00'	18.47'
C18	10°13'45"	72.00'	12.85'
C19	12°12'57"	88.00'	18.76'

SCALE: 1" = 40'

TRACT MAP NO. 81337

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



LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

(S) SPIKE AND WASHER STAMPED LS 8995 TO BE SET DOWN 0.04'

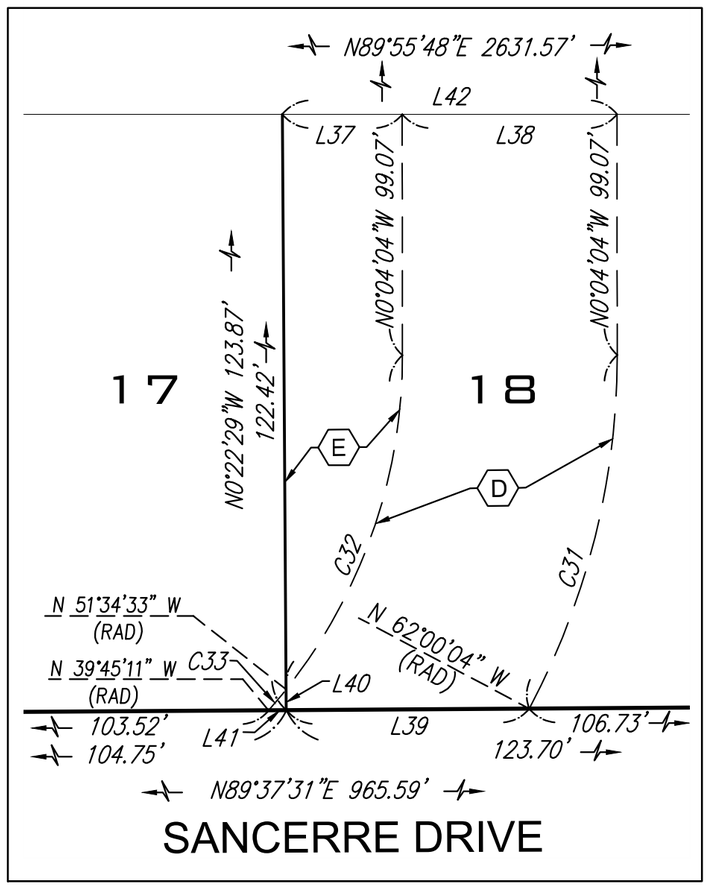
LINE TABLE		
LINE #	BEARING	DISTANCE
L7	N16°54'45"W	30.00'
L8	N16°09'47"E	30.00'
L9	N16°54'45"W	30.00'
L10	N16°09'47"E	30.00'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C12	16°32'16"	88.00'	25.40'
C13	16°32'16"	88.00'	25.40'
C14	16°32'16"	88.00'	25.40'
C15	16°32'16"	88.00'	25.40'

SCALE: 1" = 40'

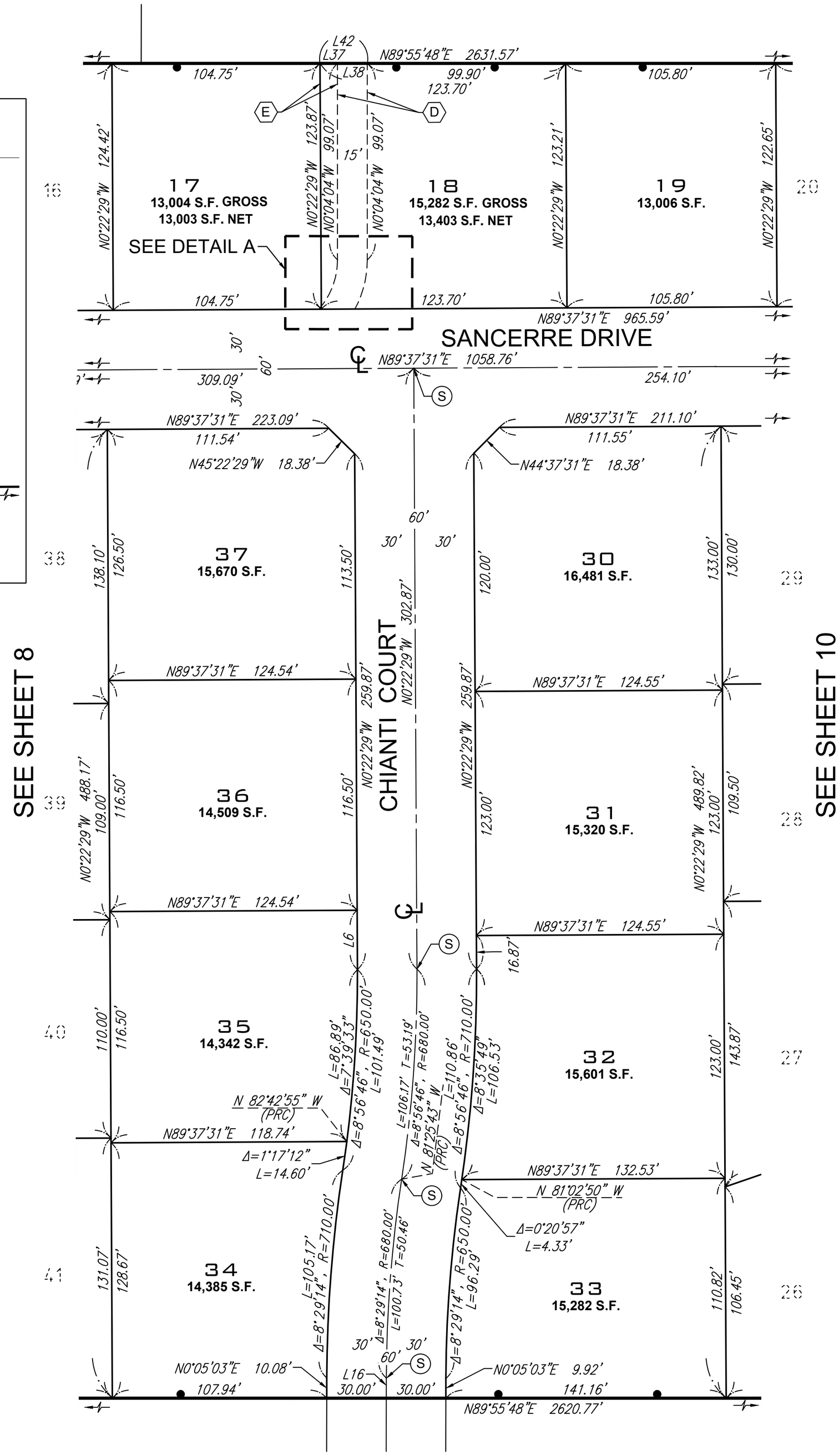
TRACT MAP NO. 81337

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



DETAIL A

NO TOT SCALE



LINE TABLE		
LINE #	BEARING	DISTANCE
L6	N0°22'29"W	29.87'
L16	N0°05'03"E	10.00'
L37	N89°55'48"E	8.80'
L38	N89°55'48"E	15.00'
L39	N89°37'31"E	16.97'
L40	N0°22'29"W	1.45'
L41	N89°37'31"E	1.23'
L42	N89°55'48"E	23.80'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C31	28°04'00"	52.50'	25.72'
C32	38°29'31"	37.50'	25.19'
C33	2°54'24"	37.50'	1.90'
C34	41°23'55"	37.50'	27.10'

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

(D) EXISTING 15' EASEMENT FOR STORM DRAIN PURPOSES REC. ON DECEMBER 07, 1987 AS INST. NO. 1987-1933055, OR O.R.

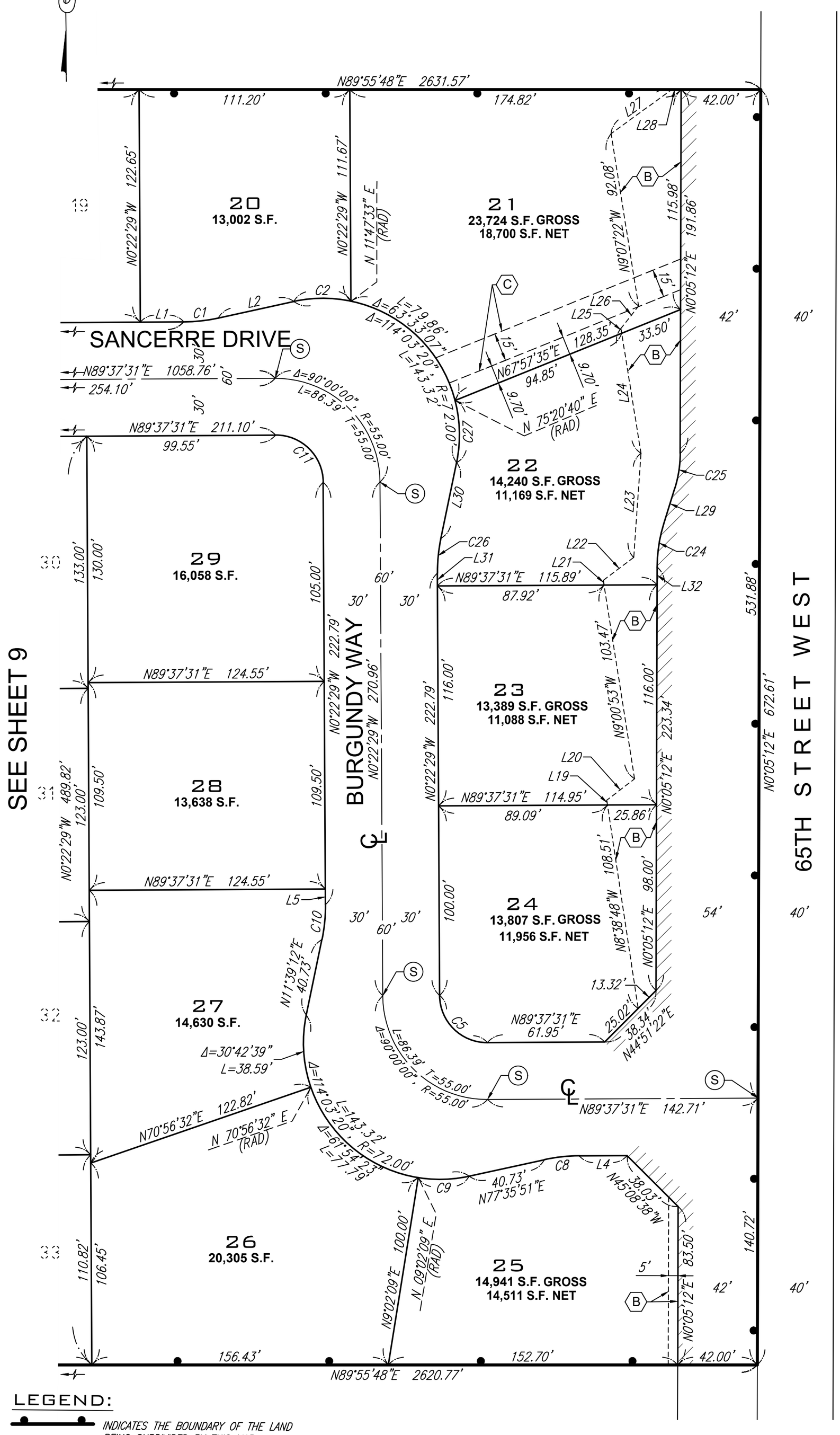
(E) VARIABLE WIDTH STORM DRAIN EASEMENT DEDICATED TO THE CITY OF PALMDALE BY THIS MAP

(S) SPIKE AND WASHER STAMPED LS 8995 TO BE SET DOWN 0.04'

SCALE: 1" = 40'

TRACT MAP NO. 81337

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



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°37'31"E	22.85'
L2	N77°35'51"E	40.73'
L4	S89°37'31"W	25.29'
L5	N0°22'29"W	8.29'
L19	N8°38'48"W	2.53'
L20	N52°22'40"E	18.50'
L21	N9°00'53"W	2.53'
L22	N52°56'44"E	20.09'
L23	N3°55'14"E	55.05'
L24	N9°12'37"W	66.67'
L25	N9°12'37"W	2.56'
L26	N38°06'20"E	15.07'
L27	N53°57'20"E	39.50'
L28	N89°55'48"E	5.00'
L29	N17°14'01"E	19.60'
L30	N11°39'12"E	40.73'
L31	N0°22'29"W	6.79'
L32	N0°05'12"E	9.33'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	12°01'40"	88.00'	18.47'
C2	24°11'41"	72.00'	30.40'
C5	90°00'00"	25.00'	39.27'
C8	12°01'40"	88.00'	18.47'
C9	21°26'18"	72.00'	26.94'
C10	12°01'40"	88.00'	18.47'
C11	90°00'00"	25.00'	39.27'
C24	17°08'49"	78.00'	23.34'
C25	17°08'49"	62.00'	18.55'
C26	12°01'40"	88.00'	18.47'
C27	26°18'32"	72.00'	33.06'

LEGEND:

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- DEDICATION TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS
- (B) VARIABLE WIDTH LANDSCAPE EASEMENT DEDICATED TO THE CITY OF PALMDALE BY THIS MAP
- (C) 15' SEWER EASEMENT DEDICATED TO THE CITY OF PALMDALE BY THIS MAP
- (S) SPIKE AND WASHER STAMPED LS 8995 TO BE SET DOWN 0.04'

MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
APRIL 3, 2024

1) CALL MEETING TO ORDER

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

2) ROLL CALL MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS OHLSEN, BETTENCOURT, ALARCÓN COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

4) PUBLIC COMMENTS:

CONSENT CALENDAR(S), APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

The following individuals provided public input: Johnathan Duran, Crispin Carrasco, and Johny Escobedo commented in favor of Items 6.6 and 6.8; Eugene Hernandez, Juan Medina, and Xavier Flores spoke in favor of a motion to have interpretation services.

5) HOUSING AUTHORITY CONSENT CALENDAR

5.1) Approve revision to the Housing Authority's self-imposed maximum space rent for income qualifying spaces for the Boulders Mobile Home Parks and authorize the Authority Executive Director or her designee to review and determine future increases to the maximum space rent for qualifying spaces and establish a subsidy program.

Commissioners Fraga-Saenz and Betts recused themselves from this item and stepped away from the dais.

A motion was made and carried unanimously to re-open the Public Comments.

Public Comments: Christina Fraga-Saenz, a resident of Boulders at the Lake, stated that her concerns are being addressed, and she is in support of the rent increase.

Director of Neighborhood Services Reyes updated the Council on the meetings held with the residents at the Boulders Mobile Home Parks.

There was Council and staff discussion on additional funding sources for repairs at the mobile home parks, inspections, and residents reporting concerns and providing feedback to staff and management.

Motion: Approve revision to the Housing Authority's self-imposed maximum space rent for income qualifying spaces for the Boulders Mobile Home Parks and authorize the Authority Executive Director or her designee to review and determine future increases to the maximum space rent for qualifying spaces and establish a subsidy program.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

5.2) Adopt Resolution No. HA 2024-003, a Resolution of the Housing Authority of the City of Palmdale approving an amendment of agreement 07-IIG-4212 with the State of California Department of Housing and Community Development for the Proposition 1-C Infill Infrastructure Grant Program
Neighborhood Services

5.3) Approve the minutes from the March 20, 2024 meeting.

Motion: Approve all items listed on the Housing Authority Consent Calendar except 5.1
Moved by Christina Fraga-Saenz, seconded by Richard J. Loa.

Vote: Motion carried (7-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

Mayor Bishop adjourned the Housing Authority meeting at 5:31 pm.

Items 6.5, 6.6, and 6.8 were pulled by Councilmember Alarcón for discussion.

6) CONSENT CALENDAR

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

6.2) Receive and file the Monthly Investment Activity Report for February 2024.

6.3) Approve the Third Amendment to Professional Services Agreement with Lance, Soll, Lunghard, LLP for an additional amount of $110,000, for a total not to exceed the amount of $347,400 for the remainder of the term through March 30, 2026.

6.4) Approve FY 2023-24 budget adjustments.

6.5) Adopt Resolution No. CC 2024-027, a Resolution of the City Council of the City of Palmdale approving the City Asset Naming and Renaming Policy.

Director of Parks and Recreation Smith presented the staff report.

Councilmember Alarcón asked for clarification on Exhibit A regarding the naming of City assets after elected officials. City Attorney Curley provided clarification.

Motion: Adopt Resolution No. CC 2024-027, a Resolution of the City Council of the City of Palmdale approving the City Asset Naming and Renaming Policy.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

6.6) Award Construction Agreement with Griffith Company for a not to exceed amount of $39,935,500 and award Consultant Agreement with MNS Engineers, Inc. for Project Management Services for a not to exceed amount of $485,030 for PN 672, Palmdale Boulevard (SR-138) and SR-14 Interchange Improvements Project, for a term of 435 working days from the date of Notice to Proceed.

Director of Public Works Glidden presented the staff report.

There was Council and staff discussion regarding safety at the project intersection, additional work that will be performed, the eastbound merging lane, and the Community Workforce agreement. Director of Public Works Glidden provided detailed information on the work that will be performed. Discussion ensued regarding the use of Measure R grant funds and the project timeline.

Motion: Award Construction Agreement with Griffith Company for a not to exceed amount of $39,935,500 and award Consultant Agreement with MNS Engineers, Inc. for Project Management Services for a not to exceed amount of $485,030 for PN 672, Palmdale Boulevard (SR-138) and SR-14 Interchange Improvements Project, for a term of 435 working days from the date of Notice to Proceed.
Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

6.7) Notice of Completion - Accept Public Sewer and Drainage Improvements for Tract 74927 located on the west side of Pevero Court and Range Drive.

6.8) Award Construction Agreement with Sully-Miller Contracting Company for a not to exceed amount of $21,394,466 and award Consultant Agreement with MNS Engineers, Inc. for Construction Management Services for a not to exceed amount of $824,915 for PN 869, Arterial Road Rehabilitation Project, for a term of 110 working days from the date of Notice to Proceed.

Director of Public Works Glidden presented the staff report.

Council spoke in support of the project.

Motion: Award Construction Agreement with Sully-Miller Contracting Company for a not to exceed amount of $21,394,466 and award Consultant Agreement with MNS Engineers, Inc. for Construction Management Services for a not to exceed amount of $824,915 for PN 869, Arterial Road Rehabilitation Project, for a term of 110 working days from the date of Notice to Proceed.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

Motion: Approve all items listed on the Consent Calendar except 6.5, 6.6 and 6.8.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

7) PUBLIC HEARING

7.1) Adopt Resolution No. CC 2024-039, a Resolution of the City Council of the City of Palmdale, approving Major Modification 24-0003, a request to amend the Conditions of Approval for Tentative Tract Map 61894 to change the required design and timing for a new roadway bridge over the California Aqueduct within the Anaverde Nuevo Specific Plan.

Acting City Clerk Scott read the title of Resolution No. CC 2024-039.

Eric Norris, Interwest, provided a brief overview of the Anaverde Nuevo project.

Mayor Bishop opened the Public Hearing.

Testimony: Chris Yelich, applicant, spoke in favor of the project.

Mayor Bishop closed the Public Hearing.

Councilmember Bettencourt asked if the point of ingress and egress to the Avenue S corridor was for all residents of Anaverde or only service vehicles for fire and emergency. Mr. Norris, Interwest, stated it will be a public roadway for use.

Mayor Bishop spoke in support of the project.

Motion: Adopt Resolution No. CC 2024-039, a Resolution of the City Council of the City of Palmdale, approving Major Modification 24-0003, a request to amend the Conditions of Approval for Tentative Tract Map 61894 to change the required design and timing for a new roadway bridge over the California Aqueduct within the Anaverde Nuevo Specific Plan.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

7.2) Adopt Resolution No. CC 2024-017, a Resolution of the City Council of the City of Palmdale; Denying Appeal 24-0002 and upholding Planning Commission Resolution No. PC-2024-001 to deny General Plan Amendment 23-0001, Zone Change 23-0002, and Specific Plan Amendment 22-001.

Mayor Bishop read the title of Resolution No. CC 2024-017 and spoke about the continuance of this item.

There was Council and staff discussion on the process and timeline for completion.

Motion: Continue Item 7.2
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

8) NEW BUSINESS

8.1) Discussion on providing language interpretation services at regular City Council Meetings.

Acting City Clerk Scott presented the staff report.

There was Council and staff discussion on options for providing interpretation services. Council discussed using bilingual staff, outside providers, incorporating technology, and/or a blended approach.

Council directed staff to research the options and provide an interpreter for the next meeting.

Motion: Provide an interpreter for the April 17, 2024 meeting and agendize an action item to come back to the next meeting.
Moved by Eric Ohlsen, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

9) AGENDA ITEMS

9.1) Council reports, announcements, and requests for future agenda items.

Councilmember Bettencourt reported on the following: The Palmdale Aerospace Academy Read Across America event; Spanish Talk Radio; AV Edge luncheon; National League of Cities Congressional City Conference in Washington, D.C.; Military Communities Council meeting; Desert Mountain Regional meeting; AV Boots on the Ground Welcome Home Vietnam Veteran ceremony; Seasons of Service spring basket assembly; Seussical at the Palmdale Playhouse; Sanitation District Board meeting; Cesar Chavez Day event; Books and Barks; Waste Management briefing; You Are Loved event; and AV Veterans Coalition dinner.

Mayor Pro Tem Loa reported on the following: met with Palmdale Regional Medical Center staff on mental health; attended Sheriff's Booster Board meeting and luncheon; SCAG meeting; Mi Ranchito grand opening; Washington D.C. Conference; AV Boots on the Ground Welcome Home Vietnam Veteran ceremony; Seussical; AVTA Board of Directors meeting; and AV Veterans Community Actions Coalition.

Councilmember Ohlsen reported on the following: Season of Service graffiti abatement event; AV Boots on the Ground Welcome Home Vietnam Veteran ceremony; and discussed his visit to Pueblo, Colorado to see the Center for Transportation Excellence.

Councilmember Alarcón reported on the following: Jobs projected for the Center for Transportation and Technology Excellence; developing a Domestic Violence Shelter; meeting with Chief Executive Officer of Habitat for Humanity regarding a home building project in District 5; discussed and requested a future agenda item on establishing a Youth Council; and announced the District 5 Town Hall.

Mayor Bishop reported on the following: Read Across America event; Chick-fil-A grand opening; Spanish Talk Radio; AV Edge luncheon; Hispanic Chamber Installation Gala; Mi Ranchito grand opening; Washington D.C. Conference; Trader Joe's Distribution Center project; graffiti abatement; AV Boots on the Ground Welcome Home Vietnam Veteran Ceremony; Seussical; Sanitation District Meeting; Mock Trial event; Egg Hunt event; Cesar Chavez event; Ghetto Film lab; Fentanyl Awareness; recognized Mr. Joe Ellis; and discussed the rail testing center visited in Pueblo, Colorado.

Councilmember Ohlsen discussed a future transportation revolution in Palmdale.

10) CITY MANAGER'S REPORT

Assistant City Manager Mendez reported on the following: Art Exhibit titled Princess in Mosaic Dreams; Classical Rock at the Palmdale Playhouse; SB 1383 Organics Workshop at Marie Kerr Park; Disco Dog Day at Yellen Park; Public Safety Forum at Legacy Commons; Fentanyl Awareness Symposium at the Palmdale Playhouse; Narcan training and certification update; Cesar Chavez event; Fentanyl Youth Multi-media challenge; Walk on Words Poetry contest, and the City was awarded over $1.3M through Congressman Garcia's Office for an Emergency Operation Center.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Jorge Ventura thanked Council for supporting the Cesar Chavez event, announced a car show on April 27 at Drytown Water Park and the Taco Festival on June 8; Eugene Hernandez spoke regarding the Auto Mall Program and the Library reflecting Hispanic history; and Jimmy Guevara (JVS-VPAN) spoke regarding educational resources for veterans. Councilmember Bettencourt spoke regarding her teaching experience at AV College, educational resources offered through the college, and her desire to see a four-year university in Palmdale. Councilmember Ohlsen mentioned that Senator Wilk, co-sponsored by Assemblyman Carrillo, and Assemblyman Lackey are introducing legislation to do a feasibility study and the exploration of a four-year university in the Antelope Valley and spoke in support of the AV College path.

Public input continued: Vicky Ventura thanked Mayor Pro Tem Loa for his excellent presentation at the AV Hispanic Chamber of Commerce luncheon and spoke about the Trader Joe's project, and funding the small business community; Xavier Flores discussed the Human Rights Advisory Committee, its purpose, and staff support; Marsha Furman spoke regarding the 4th of July event and mentioned BJ's Corner being up for sale; Marcos Alvarez discussed the purpose of the Human Rights Advisory Committee and addressing issues in the community.

Councilmember Alarcón spoke regarding the Human Rights Advisory Committee and the Measure AV Committee receiving Council support. She asked that the City Manager work with the Commissions to bring back the items specifically directed to be reviewed by the City Council and reinstate the Human Rights Committee meetings.

12) PRESENTATION BY CITY ATTORNEY

City Attorney Curley confirmed items were properly agendized.

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

Government Code Section 54956.9(d)(1)

12.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Land Developers & Associates Corporation v. Successor Agency to the Community Redevelopment Agency of the City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22AVCV01093
The closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

12.3) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
CV Communities v. AVEK, et al.
Los Angeles County Superior Court Case No. 20STCV10953
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

13) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 7:12 pm - 8:30 pm.

City Attorney Curley announced the following:

12.1 -The City Council unanimously gave authority to accept the terms of the settlement with the Leona Valley Town Council.

12.2 -The City Council unanimously directed further negotiations and the offer was not accepted. There will be further negotiations between outside Counsel and LDA.

12.3 - The City Council unanimously directed that the settlement be put into place on the terms described which will be memorialized and made available.

14) ADJOURN

Mayor Bishop adjourned the meeting at 8:32 pm to April 17, 2024, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 17th day of April 2024.

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-030, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE PROVIDING FOR THE RELEASE OF A PORTION OF THE REAL PROPERTY SECURING THE LEASE AGREEMENT, DATED AS OF OCTOBER 1, 2014, BY AND BETWEEN THE PALMDALE FINANCING AUTHORITY AND THE CITY OF PALMDALE, ASSIGNED TO TPB INVESTMENTS, INC., A WHOLLY OWNED SUBSIDIARY OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS RELATING THERETO; AND RESOLUTION NO. PFA 2024-001, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE FINANCING AUTHORITY PROVIDING FOR THE RELEASE OF A PORTION OF THE REAL PROPERTY SECURING THE LEASE AGREEMENT, DATED AS OF OCTOBER 1, 2014, BY AND BETWEEN THE PALMDALE FINANCING AUTHORITY AND THE CITY OF PALMDALE, ASSIGNED TO TPB INVESTMENTS, INC., A WHOLLY-OWNED SUBSIDIARY OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS RELATING THERETO**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-030, a Resolution of the City Council of the City of Palmdale providing for the release of a portion of the real property securing the Lease Agreement, dated as of October 1, 2014, by and between the Palmdale Financing Authority and the City of Palmdale, assigned to TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation, and authorizing and directing certain actions relating thereto.

2. Adopt Resolution No. PFA 2024-001, a Resolution of the Board of Directors of the Palmdale Financing Authority providing for the release of a portion of the real property securing the Lease Agreement, dated as of October 1, 2014, by and between the Palmdale Financing Authority and the City of Palmdale, assigned to TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation, and authorizing and directing certain actions relating thereto.

BACKGROUND

In 2014, the City secured the refinancing of previously issued debt with a lease of property consisting of Marie Kerr Park and Dry Town Water Park (2014 Lease). Due to the reduction in the outstanding balance of the 2014 Lease, the City can release Marie Kerr Park from the 2014 Lease, leaving it secured only by Dry Town Water Park until its final maturity in September 2032.

DISCUSSION

The City issued Certificates of Participation in 2002 (2002 COPs) to finance various improvements, including Dry Town Water Park and improvements to Marie Kerr Park and Avenue S. In 2014, the City refinanced a portion of the 2002 COPs and secured the payments due with a lease of property consisting of Marie Kerr Park and Dry Town Water Park.

The original 2014 Lease was issued for $25.9 million. The current balance is $15.86 million. Due to the reduction in the outstanding balance, Marie Kerr Park can be released from the 2014 Lease, leaving only Dry Town Water Park as security for the lease payments. The lease payments will be paid in full by September 2032 and are currently paid from Park Assessment Funds.

Once Marie Kerr Park is released from the 2014 lease, it can be used to secure financing for other City leases in the future.

The 2014 Lease was entered into between the City and the Palmdale Financing Authority (Authority). Payments due to the Authority under the 2014 Lease were then assigned to the lender, TPB Investments (TPB). TPB has been succeeded by Western Alliance Business Trust (Western Alliance), a wholly-owned subsidiary of Western Alliance Bank. To accomplish this, the Bank has agreed to the release of Marie Kerr Park and the amendment of the existing financing documents.

Resolutions of the City and the Authority presented to the City Council and the Board of Directors approve the form of the following documents, which remove Marie Kerr Park from the description of the leased property:

- First Amendment to Site and Facility Lease between the City and the Authority;
- First Amendment to Lease Agreement between the City and the Authority; and
- First Amendment to Assignment Agreement between the Authority and the Western Alliance.

FISCAL IMPACT

$2,500; Western Alliance Bank will charge $2,500 for their legal counsel's review of the amendments. Funds are budgeted and available for FY 2023-24.

STRATEGIC PLAN

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

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

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

ATTACHMENTS

Reso. No. CC 2024-030
Reso. No. PFA 2024-001
Agrmt First Amendment to Site and Facility Lease
Agrmt First Amendment to Lease Agreement
Agrmt First Amendment to Assignment Agreement

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE PROVIDING FOR THE RELEASE OF A PORTION OF THE REAL PROPERTY SECURING THE LEASE AGREEMENT, DATED AS OF OCTOBER 1, 2014, BY AND BETWEEN THE PALMDALE FINANCING AUTHORITY AND THE CITY OF PALMDALE, ASSIGNED TO TPB INVESTMENTS, INC., A WHOLLY-OWNED SUBSIDIARY OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS RELATING THERETO

WHEREAS, the City of Palmdale (the "City") and the Palmdale Financing Authority (the "Authority") have heretofore entered into that certain Site and Facility Lease, dated as of October 1, 2014, by and between the Authority and the City (the "Site and Facility Lease"), pursuant to which the City leased certain real property, described in Exhibit A thereto (the "Site"), and certain facilities on the Site, described in Exhibit B thereto (the "Facility" and, with the Site, the "Property"), to the Authority and the Authority leased the Property from the City;

WHEREAS*,* the Authority and the City have heretofore entered into that certain Lease Agreement, dated as of October 1, 2014, by and between the Authority and the City (the "Lease Agreement"), pursuant to which the Authority leased the Property to the City and the City leased the Property from the Authority*;*

WHEREAS*,* the Authority and TPB Investments, Inc., since succeeded by Western Alliance Business Trust, a Delaware statutory trust (the "Assignee"), have heretofore entered into that certain Assignment Agreement, dated as of October 1, 2014, by and between the Authority and the Assignee (the "Assignment Agreement"), pursuant to which the Authority assigned to the Assignee its right to receive lease payments made by the City under the Lease Agreement;

WHEREAS*,* the City has determined that it is necessary to amend the description of the Site, as set forth in the Site and Facility Lease, the Lease Agreement and the Assignment Agreement to release a portion of the real property described therein and the Assignee has approved such amendment;

WHEREAS*,* Section 4.11 of the Lease Agreement grants to the City the option to release any portion of the Site, provided that the City shall satisfy certain requirements which are conditions precedent to such release;

WHEREAS*,* the City has satisfied all such requirements; and

WHEREAS, the documents below specified have been filed with the City and the members of the Board, with the aid of its staff, have reviewed said documents.

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 below-enumerated documents, in the forms on file with the City Clerk, be and are hereby approved, and the Mayor, the City Manager or the Director of Operations/City Treasurer, or the designee of any such official, is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, upon consultation with the City Attorney:

(a) an amendment to the Site and Facility Lease; and

(b) an amendment to the Lease Agreement.

SECTION 2. The Mayor, the City Manager, the Director of Operations/City Treasurer, the City Clerk, and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Resolution, which shall take effect immediately upon its adoption.

PASSED, APPROVED, and **ADOPTED** this 17th day of April 2024.

_____
Austin Bishop, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, Acting City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City

Council of the City of Palmdale at a regular meeting of said Council held on the 17th day of April 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

PALMDALE FINANCING AUTHORITY
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. PFA 2024-001

A RESOLUTION OF THE PALMDALE FINANCING AUTHORITY OF THE CITY OF PALMDALE PROVIDING FOR THE RELEASE OF A PORTION OF THE REAL PROPERTY SECURING THE LEASE AGREEMENT, DATED AS OF OCTOBER 1, 2014, BY AND BETWEEN THE PALMDALE FINANCING AUTHORITY AND THE CITY OF PALMDALE, ASSIGNED TO TPB INVESTMENTS, INC., A WHOLLY-OWNED SUBSIDIARY OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS RELATING THERETO

WHEREAS, the City of Palmdale (the "City") and the Palmdale Financing Authority (the "Authority") have heretofore entered into that certain Site and Facility Lease, dated as of October 1, 2014, by and between the Authority and the City (the "Site and Facility Lease"), pursuant to which the City leased certain real property, described in Exhibit A thereto (the "Site"), and certain facilities on the Site, described in Exhibit B thereto (the "Facility" and, with the Site, the "Property"), to the Authority and the Authority leased the Property from the City;

WHEREAS*,* the Authority and the City have heretofore entered into that certain Lease Agreement, dated as of October 1, 2014, by and between the Authority and the City (the "Lease Agreement"), pursuant to which the Authority leased the Property to the City and the City leased the Property from the Authority*;*

WHEREAS*,* the Authority and TPB Investments, Inc., since succeeded by Western Alliance Business Trust, a Delaware statutory trust (the "Assignee"), have heretofore entered into that certain Assignment Agreement, dated as of October 1, 2014, by and between the Authority and the Assignee (the "Assignment Agreement"), pursuant to which the Authority assigned to the Assignee its right to receive lease payments made by the City under the Lease Agreement;

WHEREAS*,* the City has determined that it is necessary to amend the description of the Site, as set forth in the Site and Facility Lease, the Lease Agreement, and the Assignment Agreement to release a portion of the real property described therein and the Assignee has approved such amendment;

WHEREAS*,* Section 4.11 of the Lease Agreement grants to the City the option to release any portion of the Site, provided that the City shall satisfy certain requirements which are conditions precedent to such release;

WHEREAS*,* the City has satisfied all such requirements; and

WHEREAS, the documents below specified shall be filed with the Authority and the members of the Board, with the aid of its staff, shall review said documents;

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

SECTION 1. The below-enumerated documents, in the forms on file with the Secretary, be and are hereby approved, and the Chair, the Executive Director or the Treasurer of the Authority, or the designee of any such official, is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, upon consultation with counsel:

(a) an amendment to the Site and Facility Lease;

(b) an amendment to the Lease Agreement; and

(c) an amendment to the Assignment Agreement.

SECTION 2. The Chair, the Executive Director, the Treasurer, the Secretary and other officials of the Authority are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution.

SECTION 3. The Secretary shall certify to the passage and adoption of this Resolution, which shall take effect immediately upon its adoption.

PASSED, APPROVED, and **ADOPTED** this 17th day of April 2024.

_____
Austin Bishop, Chair

Approved as to form:

ATTEST:

_____
William P. Curley, III
Authority Attorney

_____
Rochelle Scott,
Authority Secretary

I, Rochelle Scott, Acting Authority Secretary of the Palmdale Financing Authority of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Palmdale Financing Authority of the City of Palmdale at a special meeting of said Authority held on the 17 day of April 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date:_____ _____

Rochelle Scott, Authority Secretary

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

FIRST AMENDMENT TO SITE AND FACILITY LEASE

(Amending that certain Site and Facility Lease, dated as of October 1, 2014, by and between the City of Palmdale and the Palmdale Financing Authority)

dated as of April 1, 2024

by and between the

CITY OF PALMDALE, as Lessor

and the

PALMDALE FINANCING AUTHORITY, as Lessee

FIRST AMENDMENT TO SITE AND FACILITY LEASE

THIS FIRST AMENDMENT TO SITE AND FACILITY LEASE, dated as of April 1, 2024, is by and between CITY OF PALMDALE, a municipal corporation and chartered city duly organized and existing under the laws of the State of California, as lessor (the "City"), and the PALMDALE FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under the laws of the State of California, as lessee (the "Authority"), amending that certain Site and Facility Lease, dated as of October 1, 2014, recorded on October 16, 2014, as document number 20141093688, in the Official Records of Los Angeles County, California (the "Site and Facility Lease");

W I T N E S S E T H:

WHEREAS, the City and the Authority have heretofore entered into the Site and Facility Lease, pursuant to which the City leased certain real property, described in Exhibit A thereto (the "Site"), and certain facilities on the Site, described in Exhibit B thereto (the "Facility" and, with the Site, the "Property"), to the Authority and the Authority leased the Property from the City;

WHEREAS, the Authority and the City have heretofore entered into that certain Lease Agreement, dated as of October 1, 2014, by and between the Authority and the City, and recorded by memorandum on recorded on October 16, 2014, as document number 20141093689, in the Official Records of Los Angeles County, California, as amended by that certain First Amendment to Lease Agreement, dated as of April 1, 2024, by and between the Authority and the City, recorded concurrently herewith (collectively, the "Lease Agreement"), pursuant to which the Authority leased the Property to the City and the City leased the Property from the Authority;

WHEREAS, the Authority and TPB Investments, Inc., since succeeded by Western Alliance Business Trust, a Delaware statutory trust (the "Assignee"), have heretofore entered into that certain Assignment Agreement, dated as of October 1, 2014, by and between the Authority and the Assignee, as amended by that certain First Amendment to Assignment Agreement, dated as of April 1, 2024, by and between the Authority and the Assignee, recorded concurrently herewith (the "Assignment Agreement"), pursuant to which the Authority assigned to the Assignee its right to receive lease payments made by the City under the Lease Agreement;

WHEREAS, the City has determined that it is necessary to amend the description of the Site, as set forth in the Site and Facility Lease, the Lease Agreement and the Assignment Agreement to release a portion of the real property described therein and the Assignee has approved such amendment;

WHEREAS, Section 8.3(c) of the Lease Agreement grants to the City the option to release any portion of the Site, provided that the City shall satisfy certain requirements which are conditions precedent to such release; and

WHEREAS, the City has satisfied all such requirements;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Amendment of the Site and Facility Lease.

(a) The existing description of the Site contained in Exhibit A to the Site and Facility Lease is set forth in Exhibit A attached hereto.

(b) The Site is hereby amended by excluding a portion of the Site described in Exhibit B attached hereto.

(c) The resulting description of the Site shall be as described in Exhibit C attached hereto.

(c) By virtue of such revisions, the City hereby leases to the Authority and the Authority hereby leases from the City, the Site, as now described in Exhibit C attached hereto.

SECTION 2. Execution in Counterparts. This First Amendment to Site and Facility Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3. Applicable Law. This First Amendment to Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and the Authority have caused this First Amendment to Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

CITY OF PALMDALE

By _____
Ronda Perez
City Manager

PALMDALE FINANCING AUTHORITY

By _____
Ronda Perez
Executive Director

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

EXISTING DESCRIPTION OF THE SITE

All that certain real property situated in Los Angeles County, State of California, described as follows:

Marie Kerr Park Site

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING WESTERLY OF THE WESTERLY LINE, AND SOUTHERLY PROLONGATION THEREOF, OF PARCEL 1 AS SHOWN ON THE MAP FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FORTY PERCENT OF ALL OIL, GAS AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OF OIL, GAS, MINERALS, AND MINERAL RIGHTS "WHETHER SAID MINERALS BE METALLIC OR NON-METALLIC LYING BELOW A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, BUT WITHOUT SURFACE RIGHTS OF ENTRY OR SURFACE RIGHTS OF INGRESS AND EGRESS IN, ON OR TO THE PROPERTY, AS RESERVED BY SUNNYSLOPE FARMS, A PARTNERSHIP BY DEED RECORDED OCTOBER 21, 1968 AS INSTRUMENT NO. 395 OF OFFICIAL RECORDS.

PARCEL B:

PARCELS 1, 3, 6, 9, 11, 14, 15 AND 16 IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE RECORD OF SURVEY FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LAND, 40 PERCENT OF ALL OIL, GAS AND MINERALS AND ALL OIL, GAS AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 IN BOOK 52101 PAGE 112, OF OFFICIAL RECORDS.

PARCEL B-1:

AN EASEMENT FOR PRIVATE STREETS, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PUBLIC UTILITIES, DRAINAGE, SEWER AND INCIDENTAL PURPOSES OVER THOSE PORTIONS OF SAID LAND, WHICH IS INCLUDED WITHIN THE AREAS SHOWN AS PRIVATE STREET OR PRIVATE STREETS ON THE MAP OF SAID RECORD OF SURVEY.

Eastside Park Site

PARCEL A:

THE EAST HALF OF THE WEST HALF OF THE NORTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES IN THE NORTHWEST 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 SAID LAND.

PARCEL B:

THE WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES, IN THE NORTHWEST 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 SAID LAND.

PARCEL C:

THE WEST HALF OF THE SOUTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES, IN THE NORTHWEST 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 SAID LAND.

EXCEPTING THEREFROM ANY PORTION INCLUDED WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5. ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN TRACT NO. 45219, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1141 PAGES 75 THROUGH 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

PORTION OF THE SITE TO BE EXCLUDED

All that certain real property situated in the City of Palmdale, Los Angeles County, State of California, described as follows:

Marie Kerr Park Site

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING WESTERLY OF THE WESTERLY LINE, AND SOUTHERLY PROLONGATION THEREOF, OF PARCEL 1 AS SHOWN ON THE MAP FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FORTY PERCENT OF ALL OIL, GAS AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OF OIL, GAS, MINERALS, AND MINERAL RIGHTS "WHETHER SAID MINERALS BE METALLIC OR NON-METALLIC LYING BELOW A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, BUT WITHOUT SURFACE RIGHTS OF ENTRY OR SURFACE RIGHTS OF INGRESS AND EGRESS IN, ON OR TO THE PROPERTY, AS RESERVED BY SUNNYSLOPE FARMS, A PARTNERSHIP BY DEED RECORDED OCTOBER 21, 1968 AS INSTRUMENT NO. 395 OF OFFICIAL RECORDS.

PARCEL B:

PARCELS 1, 3, 6, 9, 11, 14, 15 AND 16 IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE RECORD OF SURVEY FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LAND, 40 PERCENT OF ALL OIL, GAS AND MINERALS AND ALL OIL, GAS AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 IN BOOK 52101 PAGE 112, OF OFFICIAL RECORDS.

PARCEL B-1:

AN EASEMENT FOR PRIVATE STREETS, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PUBLIC UTILITIES, DRAINAGE, SEWER AND INCIDENTAL PURPOSES OVER THOSE PORTIONS OF SAID LAND, WHICH IS INCLUDED WITHIN THE AREAS SHOWN AS PRIVATE STREET OR PRIVATE STREETS ON THE MAP OF SAID RECORD OF SURVEY.

DESCRIPTION OF THE RESULTING SITE

All that certain real property situated in the City of Palmdale, Los Angeles County, State of California, described as follows:

Eastside Park Site

PARCEL A:

THE EAST HALF OF THE WEST HALF OF THE NORTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES IN THE NORTHWEST 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 SAID LAND.

PARCEL B:

THE WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES, IN THE NORTHWEST 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 SAID LAND.

PARCEL C:

THE WEST HALF OF THE SOUTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES, IN THE NORTHWEST 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 SAID LAND.

EXCEPTING THEREFROM ANY PORTION INCLUDED WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5. ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN TRACT NO. 45219, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1141 PAGES 75 THROUGH 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

FIRST AMENDMENT TO LEASE AGREEMENT

(Amending that certain Lease Agreement, dated as of October 1, 2014, by and between the Palmdale Financing Authority and the City of Palmdale)

Dated as of April 1, 2024

by and between the

PALMDALE FINANCING AUTHORITY, as Lessor

and

CITY OF PALMDALE, as Lessee

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, dated as of April 1, 2024, is by and between the PALMDALE FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessor (the "Authority"), and CITY OF PALMDALE, a municipal corporation and chartered city organized and existing under the laws of the State of California, as lessee (the "City"), amending that certain Lease Agreement, dated as of October 1, 2014 by and between the Authority and the City, and recorded by memorandum on October 16, 2024, as document number 20241093689, in the Official Records of Los Angeles County, California (the "Lease Agreement");

W I T N E S S E T H:

WHEREAS, the City and the Authority have heretofore entered into that certain Site and Facility Lease, dated as of October 1, 2014, recorded on October 16, 2024, as document number 20241093688, in the Official Records of Los Angeles County, California, as amended by that certain First Amendment to Site and Facility Lease, dated as of April 1, 2024, by and between the Authority and the City, recorded concurrently herewith (collectively, the "Site and Facility Lease"), pursuant to which the City leased certain real property, described in Exhibit A thereto (the "Site"), and certain facilities on the Site, described in Exhibit B thereto (the "Facility" and, with the Site, the "Property"), to the Authority and the Authority leased the Property from the City;

WHEREAS, the Authority and the City have heretofore entered into the Lease Agreement, pursuant to which the Authority leased the Property to the City and the City leased the Property from the Authority;

WHEREAS, the Authority and TPB Investments, Inc., since succeeded by Western Alliance Business Trust, a Delaware statutory trust (the "Assignee"), have heretofore entered into that certain Assignment Agreement, dated as of October 1, 2014, by and between the Authority and the Assignee, as amended by that certain First Amendment to Assignment Agreement, dated as of April 1, 2024, by and between the Authority and the Assignee, recorded concurrently herewith (the "Assignment Agreement"), pursuant to which the Authority assigned to the Assignee its right to receive lease payments made by the City under the Lease Agreement;

WHEREAS, the City has determined that it is necessary to amend the description of the Site, as set forth in the Site and Facility Lease, the Lease Agreement and the Assignment Agreement to release a portion of the real property described therein and the Assignee has approved such amendment;

WHEREAS, Section 8.3(c) of the Lease Agreement grants to the City the option to release any portion of the Site, provided that the City shall satisfy certain requirements which are conditions precedent to such release; and

WHEREAS, the City has satisfied all such requirements;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Amendment of the Lease Agreement.

(a) The existing description of the Site contained in Exhibit A to the Lease Agreement is set forth in Exhibit A attached hereto.

(b) The Site is hereby amended by excluding a portion of the Site shown in Exhibit B attached hereto.

(c) The resulting description of the Site shall be as described in Exhibit C attached hereto.

(d) By virtue of such revisions, the Authority hereby leases to the City and the City hereby leases from the Authority, the Site, as now described in Exhibit C attached hereto.

SECTION 2. Execution in Counterparts. This First Amendment to Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3. Applicable Law. This First Amendment to Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Authority and the City have caused this First Amendment to Lease Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

PALMDALE FINANCING AUTHORITY

By _____
Ronda Perez
Executive Director

CITY OF PALMDALE

By _____
Ronda Perez
City Manager

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

EXISTING DESCRIPTION OF THE SITE

All that certain real property situated in Los Angeles County, State of California, described as follows:

Marie Kerr Park Site

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING WESTERLY OF THE WESTERLY LINE, AND SOUTHERLY PROLONGATION THEREOF, OF PARCEL 1 AS SHOWN ON THE MAP FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FORTY PERCENT OF ALL OIL, GAS AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OF OIL, GAS, MINERALS, AND MINERAL RIGHTS "WHETHER SAID MINERALS BE METALLIC OR NON-METALLIC LYING BELOW A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, BUT WITHOUT SURFACE RIGHTS OF ENTRY OR SURFACE RIGHTS OF INGRESS AND EGRESS IN, ON OR TO THE PROPERTY, AS RESERVED BY SUNNYSLOPE FARMS, A PARTNERSHIP BY DEED RECORDED OCTOBER 21, 1968 AS INSTRUMENT NO. 395 OF OFFICIAL RECORDS.

PARCEL B:

PARCELS 1, 3, 6, 9, 11, 14, 15 AND 16 IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE RECORD OF SURVEY FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LAND, 40 PERCENT OF ALL OIL, GAS AND MINERALS AND ALL OIL, GAS AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 IN BOOK 52101 PAGE 112, OF OFFICIAL RECORDS.

PARCEL B-1:

AN EASEMENT FOR PRIVATE STREETS, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PUBLIC UTILITIES, DRAINAGE, SEWER AND INCIDENTAL PURPOSES OVER THOSE PORTIONS OF SAID LAND, WHICH IS INCLUDED WITHIN THE AREAS SHOWN AS PRIVATE STREET OR PRIVATE STREETS ON THE MAP OF SAID RECORD OF SURVEY.

Eastside Park Site

PARCEL A:

THE EAST HALF OF THE WEST HALF OF THE NORTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES IN THE NORTHWEST 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 SAID LAND.

PARCEL B:

THE WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES, IN THE NORTHWEST 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 SAID LAND.

PARCEL C:

THE WEST HALF OF THE SOUTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES, IN THE NORTHWEST 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 SAID LAND.

EXCEPTING THEREFROM ANY PORTION INCLUDED WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5. ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN TRACT NO. 45219, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1141 PAGES 75 THROUGH 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

PORTION OF THE SITE TO BE EXCLUDED

All that certain real property situated in the City of Palmdale, Los Angeles County, State of California, described as follows:

Marie Kerr Park Site

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING WESTERLY OF THE WESTERLY LINE, AND SOUTHERLY PROLONGATION THEREOF, OF PARCEL 1 AS SHOWN ON THE MAP FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FORTY PERCENT OF ALL OIL, GAS AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OF OIL, GAS, MINERALS, AND MINERAL RIGHTS "WHETHER SAID MINERALS BE METALLIC OR NON-METALLIC LYING BELOW A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, BUT WITHOUT SURFACE RIGHTS OF ENTRY OR SURFACE RIGHTS OF INGRESS AND EGRESS IN, ON OR TO THE PROPERTY, AS RESERVED BY SUNNYSLOPE FARMS, A PARTNERSHIP BY DEED RECORDED OCTOBER 21, 1968 AS INSTRUMENT NO. 395 OF OFFICIAL RECORDS.

PARCEL B:

PARCELS 1, 3, 6, 9, 11, 14, 15 AND 16 IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE RECORD OF SURVEY FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LAND, 40 PERCENT OF ALL OIL, GAS AND MINERALS AND ALL OIL, GAS AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 IN BOOK 52101 PAGE 112, OF OFFICIAL RECORDS.

PARCEL B-1:

AN EASEMENT FOR PRIVATE STREETS, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PUBLIC UTILITIES, DRAINAGE, SEWER AND INCIDENTAL PURPOSES OVER THOSE PORTIONS OF SAID LAND, WHICH IS INCLUDED WITHIN THE AREAS SHOWN AS PRIVATE STREET OR PRIVATE STREETS ON THE MAP OF SAID RECORD OF SURVEY.

EXHIBIT C

DESCRIPTION OF THE RESULTING SITE

All that certain real property situated in the City of Palmdale, Los Angeles County, State of California, described as follows:

Eastside Park Site

PARCEL A:

THE EAST HALF OF THE WEST HALF OF THE NORTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES IN THE NORTHWEST 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 SAID LAND.

PARCEL B:

THE WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES, IN THE NORTHWEST 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 SAID LAND.

PARCEL C:

THE WEST HALF OF THE SOUTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES, IN THE NORTHWEST 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 SAID LAND.

EXCEPTING THEREFROM ANY PORTION INCLUDED WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5. ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN TRACT NO. 45219, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1141 PAGES 75 THROUGH 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

FIRST AMENDMENT TO ASSIGNMENT AGREEMENT

(Amending that Assignment Agreement, dated as of October 1, 2014, by and between the Palmdale Financing Authority and TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank)

Dated as of April 1, 2024

by and between the

PALMDALE FINANCING AUTHORITY

and

WESTERN ALLIANCE BUSINESS TRUST,
a Delaware statutory trust, as successor in interest
to TPB Investments, Inc., as Assignee

FIRST AMENDMENT TO ASSIGNMENT AGREEMENT

THIS FIRST AMENDMENT TO ASSIGNMENT AGREEMENT, dated as of April 1, 2024, is by and between the PALMDALE FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the "Authority"), and WESTERN ALLIANCE BUSINESS TRUST, a Delaware statutory trust, as successor in interest to TPB Investments, Inc. (the "Assignee"), amending that certain Assignment Agreement, dated as of October 1, 2014, by and between the Authority and the Assignee, recorded on October 16, 2014, as document number 20241093690 in the Official Records of Los Angeles County, California, (collectively, the "Assignment Agreement");

W I T N E S S E T H:

WHEREAS, the City of Palmdale (the "City") and the Authority have heretofore entered into that certain Site and Facility Lease, dated as of October 1, 2014, recorded on October 16, 2014, as document number 20241093688, in the Official Records of Los Angeles County, California, as amended by that certain First Amendment to Site and Facility Lease, dated as of April 1, 2024, by and between the Authority and the City, recorded concurrently herewith (collectively, the "Site and Facility Lease"), pursuant to which the City leased certain real property, described in Exhibit A thereto (the "Site"), and certain facilities on the Site, described in Exhibit B thereto (the "Facility" and, with the Site, the "Property"), to the Authority and the Authority leased the Property from the City;

WHEREAS, the Authority and the City have heretofore entered into that certain Lease Agreement, dated as of October 1, 2014, by and between the Authority and the City, and recorded by memorandum on October 16, 2014, as document number 20241093689, in the Official Records of Los Angeles County, California, as amended by that certain First Amendment to Lease Agreement, dated as of April 1, 2024, by and between the Authority and the City, recorded concurrently herewith (collectively, the "Lease Agreement"), pursuant to which the Authority leased the Property to the City and the City leased the Property from the Authority;

WHEREAS, the Authority and the Assignee have heretofore entered into the Assignment Agreement pursuant to which the Authority assigned to the Assignee its right to receive lease payments made by the City under the Lease Agreement;

WHEREAS, the City has determined that it is necessary to amend the description of the Site, as set forth in the Site and Facility Lease, the Lease Agreement and the Assignment Agreement to release a portion of the real property described therein and the Assignee has approved such amendment;

WHEREAS, Section 8.3(**b**) of the Lease Agreement grants to the City the option to release any portion of the Site, provided that the City shall satisfy certain requirements which are conditions precedent to such release; and

WHEREAS, the City has satisfied all such requirements;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Amendment of the Assignment Agreement.

(a) The existing description of the Site contained in Exhibit A to the Assignment Agreement is set forth in Exhibit A attached hereto.

(b) The Site is hereby amended by excluding a portion of the Site shown in Exhibit B attached hereto.

(c) The resulting description of the Site shall be as described in Exhibit C attached hereto.

SECTION 2. Execution in Counterparts. This First Amendment to Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3. Applicable Law. This First Amendment to Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Authority and the Assignee have caused this First Amendment to Assignment Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

PALMDALE FINANCING AUTHORITY

By _____
Ronda Perez
Executive Director

WESTERN ALLIANCE BUSINESS TRUST, a Delaware statutory trust, as successor in interest to TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank, an Arizona corporation, as Assignee

By _____
Name _____
Title _____

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

EXISTING DESCRIPTION OF THE SITE

All that certain real property situated in Los Angeles County, State of California, described as follows:

Marie Kerr Park Site

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING WESTERLY OF THE WESTERLY LINE, AND SOUTHERLY PROLONGATION THEREOF, OF PARCEL 1 AS SHOWN ON THE MAP FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FORTY PERCENT OF ALL OIL, GAS AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OF OIL, GAS, MINERALS, AND MINERAL RIGHTS "WHETHER SAID MINERALS BE METALLIC OR NON-METALLIC LYING BELOW A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, BUT WITHOUT SURFACE RIGHTS OF ENTRY OR SURFACE RIGHTS OF INGRESS AND EGRESS IN, ON OR TO THE PROPERTY, AS RESERVED BY SUNNYSLOPE FARMS, A PARTNERSHIP BY DEED RECORDED OCTOBER 21, 1968 AS INSTRUMENT NO. 395 OF OFFICIAL RECORDS.

PARCEL B:

PARCELS 1, 3, 6, 9, 11, 14, 15 AND 16 IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE RECORD OF SURVEY FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LAND, 40 PERCENT OF ALL OIL, GAS AND MINERALS AND ALL OIL, GAS AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET BUT WITHOUT ANY SURFACE RIGHTS OR RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, RECORDED AUGUST 23, 1956 AS INSTRUMENT NO. 265 IN BOOK 52101 PAGE 112, OF OFFICIAL RECORDS.

PARCEL B-1:

AN EASEMENT FOR PRIVATE STREETS, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PUBLIC UTILITIES, DRAINAGE, SEWER AND INCIDENTAL PURPOSES OVER THOSE PORTIONS OF SAID LAND, WHICH IS INCLUDED WITHIN THE AREAS SHOWN AS PRIVATE STREET OR PRIVATE STREETS ON THE MAP OF SAID RECORD OF SURVEY.

Eastside Park Site

PARCEL A:

THE EAST HALF OF THE WEST HALF OF THE NORTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES IN THE NORTHWEST 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 SAID LAND.

PARCEL B:

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PARCEL C:

THE WEST HALF OF THE SOUTH HALF OF THE WESTERLY PORTION OF LOT 2, SHOWN AS CONTAINING 50.37 ACRES, IN THE NORTHWEST 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 SAID LAND.

EXCEPTING THEREFROM ANY PORTION INCLUDED WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5. ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN TRACT NO. 45219, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1141 PAGES 75 THROUGH 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

PORTION OF THE SITE TO BE EXCLUDED

All that certain real property situated in the City of Palmdale, Los Angeles County, State of California, described as follows:

Marie Kerr Park Site

PARCEL A:

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EXHIBIT C

DESCRIPTION OF THE RESULTING SITE

All that certain real property situated in the City of Palmdale, Los Angeles County, State of California, described as follows:

Eastside Park Site

PARCEL A:

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PARCEL C:

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City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-031, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE TO ESTABLISH A VEHICLE MILES TRAVELED (VMT) PROGRAM WHICH INCLUDES VMT THRESHOLDS, VMT ANALYSIS REQUIREMENTS AND PROGRAM; AND ESTABLISHES TWO NEW CITY FEES: A VMT ANALYSIS FEE AND A VMT IMPACT FEE**

RECOMMENDATION

Staff recommends that the City Council:

1. Hold a public hearing to accept public testimony and adopt Resolution No. CC 2024-031; and,

2. Adopt Resolution No. CC 2024-031, which recommends a four percent (4%) VMT threshold, analysis requirement and mitigation program, including a new VMT Analysis Fee and a VMT Impact Fee of $261 as provided for in the City of Palmdale SB 743 VMT Implementation Guidelines.

BACKGROUND

SB 743, signed into law by California Governor Jerry Brown in 2013, updated how transportation impacts were measured in California for new development projects, ensuring they were built to allow Californians more options to drive less. However, SB 743 effectively resulted in automobile delay, as measured by the “level of service” (LOS), and no longer constitutes a significant environmental effect under the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21099(b)(2)). This change in the analysis of transportation impacts went into effect when the CEQA Guidelines were updated to make the revisions called for in SB 743 and were certified by the Natural Resources Agency in December 2018.

The Governor's Office of Planning and Research (OPR) selected VMT as the principal measure to replace LOS for determining significant transportation impacts. VMT measures total vehicular travel that accounts for the number and length of vehicle trips. OPR selected VMT in part because jurisdictions are already familiar with this metric. VMT is used in CEQA to study other potential impacts such as greenhouse gases (GHG), air quality, and energy impacts and is used in planning for regional Sustainable Communities Strategies (SCS).

To date, projects across the State identified as having a significant transportation project have relied heavily on Transportation Demand Measures (TDMs) if they could not mitigate with on-site solutions. While TDMs can be effective, particularly in highly urbanized areas, they are generally less effective in suburban and rural contexts. TDMs can also be challenging from the standpoint of mitigation monitoring and can result in the requirement that a project manage and pay for them in perpetuity. These limitations have led jurisdictions to consider programmatic approaches and TDMs for VMT mitigation.

DISCUSSION

The City has relied on the *Los Angeles County Public Works Transportation Impact Analysis Guidelines*, dated July 23, 2020, for SB 743 analysis. To better reflect the unique character and needs of the City of Palmdale, new implementation guidelines have been prepared and are recommended for adoption. The proposed implementation guidelines include thresholds and analysis requirements for land use and transportation improvement projects. The implementation guidelines also include a VMT mitigation program to meet the needs of projects that require solutions beyond those directly available to a project or that can be achieved through TDMs.

The proposed program allows for a project to use site-specific mitigation solutions, TDMs, purchase VMT reduction credits, or a combination of solutions to address its VMT impact.

Note that projects not subject to CEQA are not required to follow the implementation guidelines. This includes projects reviewed under existing ministerial or administrative processes, site plan review, and other actions that do not require environmental review.

FISCAL IMPACT

Staff will manage a new VMT mitigation program and associated reporting. Other costs may be incurred by projects that participate in the proposed VMT mitigation program to mitigate a significant transportation impact.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

B. Implement and administer environmentally sustainable programs; and
D. Launch an efficient regional multi-modal transportation hub connecting rail, air, auto, and public transit.

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

ATTACHMENTS

Reso. No. CC 2024-031
Atch 1 City of Palmdale SB 743 Implementation Guidelines

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE TO ESTABLISH A VEHICLE MILES TRAVELED (VMT) PROGRAM, WHICH INCLUDES VMT THRESHOLDS, VMT ANALYSIS REQUIREMENTS AND PROGRAM; AND ESTABLISH TWO NEW CITY FEES: A VMT ANALYSIS FEE AND A VMT IMPACT FEE

WHEREAS, the City of Palmdale wants to enhance traffic safety, analyze vehicle miles traveled (VMT), and equity within its communities, and

WHEREAS*,* the City of Palmdale has updated its California Environmental Quality Act (CEQA) guidelines to comply with statewide VMT requirements. The traffic division recommends a VMT policy that is appropriate for Palmdale, serves the best interests of the people of Palmdale, balances the need for growth and prosperity, and

WHEREAS*,* the City of Palmdale proposes implementing guidelines, including thresholds and analysis requirements for land use and transportation improvement projects. The implementation guidelines also include a VMT mitigation program to meet the needs of projects that require mitigation solutions beyond those directly available to a project or that can be achieved through Transportation Demand Measures (TDM); and

WHEREAS*,* the City of Palmdale establishes VMT thresholds, VMT analysis requirements, and a VMT mitigation program, including a new VMT Analysis Fee for city staff to run and maintain the VMT Analysis tool and a VMT Impact Fee for VMT above the adopted threshold is provided for in the City of Palmdale SB 743 VMT Implementation Guidelines;

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 of Palmdale SB 743 VMT Implementation Guidelines, including a VMT Impact Fee of $261 for VMT above the recommended threshold of four percent (4%), are hereby adopted.

SECTION 2. The City of Palmdale adopts a new VMT Analysis Fee for city staff to run and maintain the VMT Analysis tool and a VMT Impact Fee.

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

PASSED, APPROVED and **ADOPTED** this _____ day of _____, _____.

_____
Austin Bishop, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the _____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

Analyzing Vehicle Miles Traveled (VMT) for CEQA Compliance

SB 743 VMT IMPLEMENTATION GUIDELINES FOR THE CITY OF PALMDALE

April 1, 2024

Public Works Department

38250 Sierra Highway

Palmdale, CA 93550

Background

In 2013, SB 743 was signed into law by California Governor Jerry Brown with a goal of reducing Greenhouse Gas (GHG) emissions, promoting the development of infill land use projects and multimodal transportation networks, and to promote a diversity of land uses within developments. One significant outcome resulting from this statute is that automobile delay, as measured by "level of service" (LOS) and other similar metrics, generally no longer constitutes a significant environmental effect under the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21099(b)(2)). This change in the analysis of transportation impacts went into effect when the CEQA Guidelines were updated to make the revisions called for in SB 743 and were certified by the Natural Resources Agency in December, 2018.

The Governor's Office of Planning and Research (OPR) selected Vehicle Miles Traveled (VMT) as the principal measure to replace LOS for determining significant transportation impacts. VMT is a measure of total vehicular travel that accounts for the number of vehicle trips and the length of those trips. OPR selected VMT, in part, because jurisdictions are already familiar with this metric. VMT is already used in CEQA to study other potential impacts such as GHG, air quality, and energy impacts and is used in planning for regional Sustainable Communities Strategies (SCS). As of July 1, 2020, agencies analyzing the transportation impacts of new projects must look at VMT as a metric known as vehicle miles traveled (VMT) instead of LOS.

VMT also allows for an analysis of a project's impact throughout the jurisdiction rather than only in the vicinity of the proposed project allowing for a better understanding of the full extent of a project's transportation-related impact.

Use of this Document

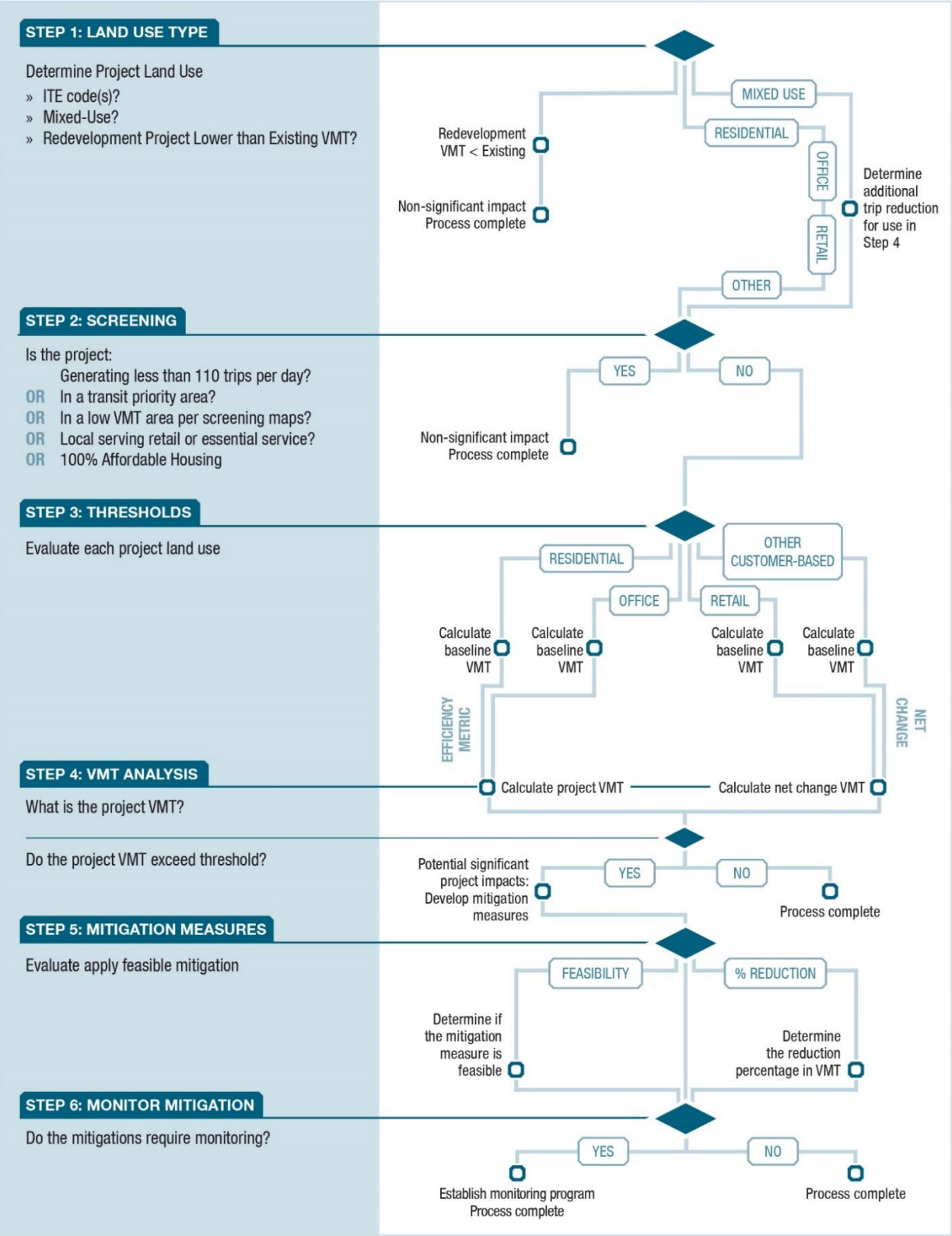
This document has been developed to serve both as the basis of SB 743 implementation and VMT analysis within the City. While this document includes footnotes and references to other documents, the use of this document does not require the reader to reference the footnotes unless they are interested in understanding the technical basis of elements of this document's preparation. The analysis guidelines are separated into two distinct approaches, those that relate to land use projects and those that relate to transportation improvement projects. If a project includes both land use and transportation improvement elements, analysis would be required to be carried out for both. Projects not subject to CEQA are not required to follow these guidelines. This includes projects that are reviewed under existing ministerial or administrative processes, site plan review, and other actions that do not require environmental review.

Land Use Projects

The approach included within this document for identifying transportation impacts under CEQA for land-use projects, in part, aligns with guidance provided within the OPR *Technical Advisory on Evaluating Transportation Impacts in CEQA* (2018).

While the OPR guidance related to SB 743 has been a helpful introduction to using VMT to evaluate projects, it does not provide a complete solution. There are a multitude of complex practical issues that are not addressed by the OPR guidance. OPR Guidance does not specifically address land uses beyond residential, office, and retail, and it provides latitude on some elements of implementation. In response to this, a specific series of analytical steps for SB 743 project evaluation have been developed to clarify requirements and reduce potential confusion. **Exhibit 1** provides a graphical representation of this analytical process.

Exhibit 1 – Process for CEQA VMT Analysis for Land Use Projects



Step 1: Evaluate Land Use Type

During the initial step, the land use projects will need to be evaluated for the following considerations:

- ***Land use type.*** For the purposes of analysis, the Institute of Transportation Engineers (ITE) land use codes serve as the basis of land use definitions. Although it is recognized that VMT evaluation tools and methodologies are typically not fully sensitive to some of the distinctions between some ITE categories, the use of ITE land use codes is useful for maintaining consistency across analyses, determining trip generation for other planning level tools, and maintaining a common understanding of trip making characteristics amongst transportation professionals. The ITE land use code is also used as an input into the City's VMT analysis tool.
- ***Mixed Use.*** If there are multiple distinct land uses within the project (residential, office, retail, etc.), they will be required to be analyzed separately unless they are determined to be insignificant to the total VMT. Mixed use projects are permitted to account for internal capture which depending on the methodology may require a distinct approach not covered in this documentation.
- ***Redevelopment projects.*** As described under the Non-Significant Screening Criteria section, redevelopment projects which have lower VMT than the existing on-site use can be determined to have a non-significant impact.

Step 2: Screen for Non-Significant Transportation Impact

The purpose of this step is to determine if a presumption of a non-significant transportation impact can be made on the facts of the project. The guidance in this section is primarily intended to avoid unnecessary analysis and findings that would be inconsistent with the City's implementation of SB 743. A detailed CEQA transportation analysis will not be required for land use elements of a project that meet the screening criteria shown in Exhibit 2. If a project is mixed use in nature, only those elements of the project that do not comply with the elements in Exhibit 2 would require further evaluation to determine transportation significance for CEQA purposes.

Exhibit 2 – Land Use Project Screening Criteria

Land Use Screening Criteria[1]	Impact Analysis
SMALL PROJECTS[2]	**Presumed to cause a less-than-significant impact:** ▪ Exclusive Single Family Housing projects less than or equal to 202 Dwelling Units ▪ Exclusive Multi Family (low rise) Housing projects less than or equal to 213 Dwelling Units ▪ Exclusive Multi Family (mid-rise) Housing projects less than or equal to 341 Dwelling Units ▪ Exclusive General Office Building with area less than or equal to 254,000 sq ft. ▪ Exclusive Retail buildings with area less than or equal to 64,000 sq ft. ▪ Any other exclusive land use projects or a combination of multiple land uses that in total produce less than 3,000 metric tons of CO_2 equivalent emissions[3] **Unless:** ▪ It is inconsistent with the Sustainable Communities Strategy or General Plan as determined by the City of Palmdale
PROJECTS NEAR HIGH QUALITY TRANSIT[4]	**Presumed to cause a less-than-significant impact:** ▪ Within a ½ mile of an existing major transit stop, which maintains a service interval frequency of 15 minutes or less during the morning and afternoon peak commute periods. **Unless:** ▪ Has a Floor Area Ratio (FAR) of less than 0.75 ▪ Includes more parking for use by residents, customers, or employees of the project than required by the City of Palmdale ▪ It is inconsistent with the Sustainable Communities Strategy as determined by the City of Palmdale ▪ Replaces affordable residential units with a smaller number of moderate- or high-income residential units

[1] When the Screening Criteria are met no further analysis of VMT Impacts under CEQA is necessary.
[2] Based on Substantial Evidence for thresholds for small projects, Appendix B.
[3] The maximum land use quantities that would be under the 3,000 metric ton CO_2 equivalent threshold were modeled using the CalEEMod 2022 emissions modeling software using the default inputs.
[4] *Ibid.*, p. 13.

Land Use Screening Criteria[1]	Impact Analysis
LOCAL-SERVING RETAIL[5]	**Presumed to cause a less-than-significant impact:** ▪ No single store on-site exceeds 50,000 square feet ▪ Project is local-serving as determined by the City of Palmdale **Unless:** ▪ If the nature of the service is regionally focused[6] as determined by the City of Palmdale
AFFORDABLE HOUSING[7]	**Presumed to cause a less-than-significant impact:** ▪ If the residential component of a project consists of 100-percent affordable residential units as determined by the City of Palmdale **Unless:** ▪ The percentage of affordable housing is determined by the City of Palmdale to be less than 100-percent of the residential element of a project
LOCAL ESSENTIAL SERVICE[8]	**Presumed to cause less-than-significant impact:** ▪ Day care center ▪ Public K-12 School ▪ Police or Fire facility ▪ Medical/Dental office building ▪ Government offices (in-person services such as post office, library, and utilities) **Unless:** ▪ The nature of the service is regionally focused as determined by the City of Palmdale

[5] *Ibid.*, p. 16. For purposes of these Guidelines, "Local Serving" shall mean retail operations that primarily serve nearby residential neighborhoods within the City of Palmdale. A determination that a project is "Local Serving" may be supported by a market study or other studies of similar uses elsewhere in the City.

[6] For purposes of these Guidelines, "Regionally Focused" shall mean retail operations that primarily serve a regional customer base. A determination that a project is "Regionally Focused" may be supported by a market study or other studies of similar uses elsewhere in the region surrounding the City.

[7] *Ibid.*, p. 14. As described, "Evidence supports a presumption of less than significant impact for a 100 percent affordable residential development (or the residential component of a mixed-use development) in infill locations. Lead agencies may develop their own presumption of less than significant impact for residential projects (or residential portions of mixed-use projects) containing a particular amount of affordable housing, based on local circumstances and evidence."

[8] Based on assumption that, like local-serving retail, the addition of necessary local in-person services will reduce VMT given that trips to these locations will be made irrespective of distance given their non-discretionary nature.

Land Use Screening Criteria[1]	Impact Analysis
MAP-BASED SCREENING[9]	**Presumed to cause a less-than-significant impact:** ▪ Area of development is under the threshold as shown on a screening map included in **Appendix A** **Unless:** ▪ Represent significant growth as to substantially change regional travel patterns as determined by the City of Palmdale
REDEVELOPMENT PROJECTS[10]	**Presumed to cause a less-than-significant impact:** ▪ Project replaces an existing VMT-generating land use and does not result in a net overall increase in VMT **Unless:** ▪ Project replaces an existing VMT-generating land use and results in a net overall increase in VMT

Step 3: Significance Threshold and Methodology

The purpose of this step is to determine the threshold of significance for application to a land use project. Significance thresholds are based on land use type, broadly categorized as efficiency and net change metrics. Efficiency metrics include VMT/capita and work VMT/employee[11]. As shown in **Exhibit 1**, projects involving residential and office land uses would be evaluated using efficiency metrics; whereas, projects that include a significant customer/user base, such as retail and other commercial uses, would be evaluated based on the net change in regional VMT based on customer/user trips. **Exhibit 3** provides a few examples of the variety of uses that have similar characteristics for using Efficiency or Net Change metrics.

For projects with a significant customer/user base, it is typically appropriate to separate employee trip characteristics from the customer base trip characteristics, unless the customer base is minimal in nature. Under these circumstances, it is most appropriate to evaluate the total of the delta in regional VMT resulting from the customer base plus the delta of VMT resulting from employees based on the following formula:

(number of employees) x (estimated VMT/employee – threshold VMT/employee)

The threshold of significance will accordingly correspond to the "Net Change" threshold as described in **Exhibit 3**. Under these circumstances, it is most appropriate to evaluate this total Net Change as the basis

[9] OPR (2018), p. 12.
[10] *Ibid.*, p. 18.
[11] Work VMT specifically applies to commute trips as represented by the home-based work trip attractions in the City's General Plan Travel Demand Model.

for evaluating the outcome of mitigations in terms of determining transportation significance although each element of the project should be tallied and evaluated separately.

Exhibit 3 – Significance Threshold and Methodology

Threshold Basis	Efficiency	Net Change
Example Land Uses	Residential, Professional Office, Industrial	Retail, Medical Office, Sports Venue
Example VMT Thresholds	Per capita, per employee	Regional VMT change
Customer/User Component (Primary source of VMT)	No	Yes
Allowable Methods	Non-Significant Screening Criteria, The City of Palmdale VMT Analysis Tool, City of Palmdale General Plan Travel Demand Model	Non-Significant Screening Criteria, City of Palmdale General Plan Travel Demand Model

VMT Thresholds of Significance

OPR recommends a 15-percent VMT reduction relative to existing development may be a reasonable threshold. While OPR's Technical Advisory is not binding on public agencies, CEQA allows lead agencies to "consider thresholds of significance…recommended by other public agencies, provided the decision to adopt those thresholds is supported by substantial evidence."[12]

According to OPR, achieving 15-percent lower per capita (for residential development) or per employee (for employment-based development) VMT compared with VMT resulting from existing development is both generally achievable and is supported by evidence that connects this level of reduction to the State's emissions goals.[13] The thresholds of significance recommended by OPR, as they relate to the City of Palmdale, are summarized in **Exhibit 4**.

Exhibit 4 – OPR suggested VMT Thresholds of Significance

Land Use	OPR Guidance[14]
Residential	15% below existing North Los Angeles County average VMT per capita
Employment	15% below existing North Los Angeles County average VMT per employee
Retail	Net increase in total regional VMT

Exhibit 5 provides the City's VMT thresholds of significance for residential, employment uses, retail, and related land use projects based on these criteria.

[12] CEQA Guidelines, § 15064.7(c).
[13] OPR (2018), pp. 10-12.
[14] *Ibid.*, pp. 15-16.

Exhibit 5 – VMT Thresholds of Significance*

Land Use	VMT Threshold	Basis
Residential	19.0 VMT/capita[15]	15% below existing North Los Angeles County average VMT per capita.
Employment	16.15 Work VMT/Employee[16]	15% below existing North Los Angeles County average Work VMT per employee
Retail	Net regional change	Using North Los Angeles County VMT as the basis
Other Customer	Net regional change	Using North Los Angeles County VMT as the basis

*Current as of March 2024. Note that the values in this table will be updated periodically based on the availability of new information as determined by the City of Palmdale. As such, care should be taken in the use of this document to verify the then current values for **Exhibit 5**.

Note that the inclusion of "Other Customer" refers to all other service and goods providers that are not included in the basic retail category.

Based on changes to the City's General Plan travel demand model, the availability of new information, and/or improvements to calculation methods, there will be periodic updates to the numerical threshold values shown in **Exhibit 5**. As such, care should be taken in the use of this document to verify the then current values for **Exhibit 5**. However, the relative approach for calculating the thresholds should remain the same. Furthermore the values in the City's current VMT analysis tool, discussed in the next section, will supersede the information provided in **Exhibit 5**.

VMT Analysis Tool

The City of Palmdale has developed a VMT analysis tool for use in SB 743 land use project analysis. The purpose of the tool is to calculate VMT for a land use project without the use of the City's General Plan travel demand model. As with any sketch planning tool, there are distinct limitations in terms of its application including limits on the type and size of development that the tool can be applied to. ***Generally speaking, it is not appropriate that the tool be applied to land use projects that have greater than 2,500 total trips per day unless the City has made a determination that it is an appropriate application.*** Note that it is anticipated that the tool will continue to evolve in response to data and methodological changes and as such, it is important that the most current version of the tool be utilized. Broadly, the tool provides the following information:

- Institute of Transportation Engineers (ITE) Trip Generation
- VMT Threshold Analysis
- Greenhouse Gas (GHG) Estimation
- Transportation Demand Management (TDM) Evaluation
- Potential VMT Mitigation Bank Costs

[15] Residential VMT specifically applies to all Home-Based trips residential trips as represented in the City's General Plan Travel Demand Model.
[16] Work VMT specifically applies to commute trips as represented in the Travel Demand Model.

Step 4: VMT Analysis

Prior to undertaking a VMT analysis for a proposed project, a scope of work that is compliant with the City of Palmdale's requirements should be prepared and submitted for approval. Given the potential complexities of some uses, particularly those not identified as residential, retail, or other primary employment uses such as office or industrial, an agreement with the City regarding the threshold and methodology is important to avoid completing an analysis that is not compliant with CEQA and the City of Palmdale's standards.

Relevant documentation should be provided that includes enough detail that assumptions are clearly understandable and methods that can be replicated. In addition, the results of the VMT analysis for the proposed project should be provided in the relevant documentation.

Step 5: Mitigation Measures

If a significant transportation impact is identified, the City of Palmdale, as the lead agency, will require that mitigation or alternatives be considered. CEQA requires that the mitigation measures or alternatives are included in the project's environmental assessment analysis. OPR has provided a list of potential measures to reduce VMT but CEQA allows for a lead agency, such as the City of Palmdale, discretion in the selection of mitigation measures.

The type and size of the project will determine the most appropriate mitigation strategies for VMT impacts. For large projects such as general plans or specific plans, VMT mitigations should concentrate on the project's density and land use mix, site design, regional policies, and availability of transit, bicycle, and pedestrian facilities. For smaller projects such as an individual development project, VMT mitigations will typically require the preparation of a transportation demand management (TDM) program. A TDM program is a combination of strategies to reduce VMT. The program is created by an applicant for their land use project based on a list of strategies agreed to with the City of Palmdale.

The City of Palmdale has developed a list of potential TDM strategies appropriate for the City and what magnitude of VMT reduction could be achieved. The TDM options are based on those identified in by the California Air Pollution Control Officers Association (CAPCOA) recommendations as provided in the 2021 publication *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*. The City of Palmdale's VMT analysis tool includes TDM options and the ability to calculate the total VMT reduction based on a combination of the TDMs selected and their relative efficacy at reducing the project's VMT.

The City of Palmdale has also established a VMT Banking Mitigation Program to address mitigation needs. Discussion on this program is provided in the next section.

Step 6: Monitoring Mitigation

As required by CEQA, the City of Palmdale will require ongoing mitigation monitoring and reporting when mitigation measures are adopted as part of an approved project. The specifics of this will be developed on a project-by-project basis. As an example, the City may require the determination of a "trip cap" (the number of vehicle trips entering/existing the site that would correspond with the threshold VMT estimate) as part of the mitigation plan. Subsequently, the project could be required to provide annual reporting of driveway counts collected by an acceptable third party to demonstrate the effectiveness of the adopted mitigation measures.

Transportation Projects

Depending on the specific nature of a transportation project, it can alter trip patterns, trip lengths, and even trip generation. Research has determined that capacity-enhancing projects can and often do increase VMT. This phenomenon is commonly referred to as "induced demand". While methods are generally less developed for the analysis of induced demand compared to other areas of transportation analysis, there is still the need to quantify and understand its impact to the transportation system considering the requirements of SB 743.

Similar to land use projects, the approach to transportation project analysis closely aligns with the 2018 OPR Guidance. In terms of analysis, the analyst should first determine whether the transportation project has been prescreened and determined to have a non-significant impact as described in the following section.

Screen for Non-Significant Transportation Impact

The following non-significant impact examples are provided directly from the 2018 OPR Guidance[17]:

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets (e.g., highways, roadways, bridges, culverts);
- Transportation Management System field elements such as cameras, message signs, detection, or signals; tunnels; transit systems; and assets that serve bicycle and pedestrian facilities) and that do not add additional motor vehicle capacity;
- Roadside safety devices or hardware installation such as median barriers and guardrails;
- Roadway shoulder enhancements to provide "breakdown space," dedicated space for use only by transit vehicles, to provide bicycle access, or to otherwise improve safety, but which will not be used as automobile vehicle travel lanes;
- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety;
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, two-way left turn lanes, or emergency breakdown lanes that are not utilized as through lanes;
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit;
- Conversion of existing general-purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel;
- Addition of a new lane that is permanently restricted to use only by transit vehicles;
- Reduction in number of through lanes;
- Grade separation to separate vehicles from rail, transit, pedestrians or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., HOV, HOT, or trucks) from general vehicles;
- Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority (TSP) features;

[17] OPR (2018), p. 20.

- Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle, bicycle, or pedestrian flow;
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow;
- Installation of roundabouts or traffic circles;
- Installation or reconfiguration of traffic calming devices;
- Adoption of or increase in tolls;
- Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase;
- Initiation of new transit service;
- Conversion of streets from one-way to two-way operation with no net increase in number of traffic lanes;
- Removal or relocation of off-street or on-street parking spaces;
- Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs);
- Addition of traffic wayfinding signage;
- Rehabilitation and maintenance projects that do not add motor vehicle capacity;
- Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way;
- Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve non-motorized travel;
- Installation of publicly available alternative fuel/charging infrastructure; and
- Addition of passing lanes, truck climbing lanes, or truck brake-check lanes in rural areas that do not increase overall vehicle capacity along the corridor.
- Construction of new park and ride facilities.

Significance Threshold and Methodology

For projects that increase roadway capacity and are not identified under the Non-Significant Screening Criteria in the prior section, the significance criterion should be "Net Change" in regional VMT. A finding of a significant impact would be determined if a transportation project results in a net increase in regional VMT using the City's General Plan travel demand model.

VMT Mitigation Banking Program

This section discusses a programmatic approach to respond to the need for feasible VMT mitigation within the City of Palmdale. In suburban areas such as the City of Palmdale, VMT impact analyses can result in a finding of a significant adverse transportation impact, particularly in undeveloped areas, due to a lack of land use density and diversity. In addition, with fewer transportation options compared to more urbanized areas, mitigating impacts in suburban areas can prove to be more difficult than under the former LOS methodology for analyzing traffic impacts. For many jurisdictions like the City of Palmdale, the switch to

the VMT methodology under SB 743 is resulting in a reversal in the results of transportation impact significance findings as compared to the analyses conducted under the former LOS-based methodology.

As a practical matter, the new VMT methodology is also a more restrictive approach to identifying transportation impacts both because of the basis for setting an impact threshold and limited mitigation opportunities. In terms of the threshold of significance, OPR recommends that projects consisting of residential or general employment category land uses effectively need to be located in an area where they are 15-percent less than the regional average VMT[18] for similar uses. Effectively this means that new projects must be located in an area where they are more efficient than 65-percent of similar uses from a VMT standpoint. Given that most development in the City of Palmdale and elsewhere is still not planned as infill, this is resulting in an increasing need for additional feasible mitigation solutions for VMT impacts.

To date, VMT mitigation across the State has relied heavily on TDMs. These measures generally represent two basic approaches: infrastructure and policy. The documents produced by CAPCOA regarding mitigation, as noted previously, are some of the primary bases for estimating the effect of TDM mitigation in California. Although CAPCOA is an invaluable resource, many of the TDM mitigation options provided have less efficacy in suburban and rural contexts. TDMs can also be challenging from the standpoint of mitigation monitoring and are often unpopular with project applicants because they may need to be managed and paid for in perpetuity. These limitations have led jurisdictions, including the City of Palmdale, to increasingly consider programmatic approaches, in addition to TDMs, for VMT mitigation. Programmatic approaches can allow for collectively funding larger mitigation projects such that a land use or transportation project can obtain an amount of mitigation commensurate with their impact with a single monetary payment. Programmatic approaches can also provide a public benefit in terms of funding transportation improvements that would not otherwise be constructed, resulting in improvements to congestion, GHG emissions, increased transportation choices, and additional opportunities for active transportation.

The City of Palmdale has developed a VMT Mitigation Banking Program to help address the need for VMT mitigation. A mitigation bank attempts to create a monetary value for VMT reduction such that a developer could purchase VMT reduction credits. These credits are then purchased for the purposes of mitigating VMT in excess of determined impact thresholds. The underlying projects may be either regionally or locally beneficial to the area in which the project is located.

Feasible Mitigation

This section discusses how CEQA, and the State of California, treat cases in which a project has a significant transportation impact and therefore is required to provide feasible mitigation. Site-specific solutions often rely on TDMs, as discussed in the previous section, although project land use modifications can also be utilized to mitigate impacts. Projects that cannot mitigate their VMT impact fully using TDMs must rely on non-site-specific approaches if full mitigation is to be achieved. If full mitigation is not possible, CEQA nonetheless requires that feasible mitigation measures be imposed to reduce the severity of the impact even if the impact remains significant with the mitigation.

Based on this, if a project cannot fully mitigate its VMT impact by implementing TDMs, it will require a combination of site-specific measures and non-site-specific measures, including the VMT mitigation bank discussed in the next section, in order to achieve mitigation. This could mean using only site-specific mitigation measures to the City's threshold, using only the VMT mitigation bank to reach the City's threshold, or using a combination of both site-specific mitigation measures and the VMT mitigation bank

[18] OPR (2018), pp. 12 & 15

to reach the City's threshold. For example, a project that is 15-percent above the City's threshold could use TDM measures to reduce the project's VMT by 6-percent and then use the VMT mitigation bank to reduce VMT by the remaining 9-percent.

Initial VMT Banking Projects

Exhibit 6 below provides information on the initial VMT banking projects that land use and transportation projects can contribute funds to for the purpose of mitigating their VMT impacts. The primary focus of these projects is to construct or improve active transportation facilities that will replace vehicular trips, thereby reducing VMT. Note that the City may, at its discretion, add additional projects to this list which may alter the then current fee structure discussed in the Maximum Banking Credit Rate provided later in this document. A key map of all the trails is provided as part of **Appendix C**.

Exhibit 6 – Initial VMT Banking Projects

Trail ID	Type	Name of Project	Description	Length (Bi-Directional)	Cost Estimate ($)
1	Bike/Ped	Rancho Vista Blvd, Avenue N to SR-14	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	10.78 mi	$91,454
2	Bike/Ped	45th Street, Bolz Ranch to W Avenue O	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	4.52 mi	$74,934
3	Bike/Ped	30th Street W to W Avenue P-8	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	6.69 mi	$80,666
4	Bike/Ped	W Avenue Q, 10th Street W to 60th St E	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	14.04 mi	$100,066
5	Bike/Ped	E Avenue R, Tierra Subida to 70th Street E	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	5.10 mi	$97,356
6	Bike/Ped	Avenue R-8 (Palm Vista to 45th Street E)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	6.73 mi	$80,774
7	Bike/Ped	10th Street W (Marketplace Entrance to W Avenue S)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	6.14 mi	$79,209

8	Bike/Ped	20th Street E (Palmdale Boulevard to Avenue S)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	3.00 mi	$70,914
9	Bike/Ped	35th Street E (Avenue Q to Fairfield Avenue)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	4.85 mi	$75,794
10	Bike/Ped	40th Street E (Avenue Q to Avenue S)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	4.09 mi	$73,807
11	Bike/Ped	10th St E (Ave P8 to Palmdale Blvd)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	2.08 mi	$68,491
12	Bike/Ped	15th St E (East Ave P to Palmdale Blvd)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	3.12 mi	$71,237
13	Bike/Ped	20th St E (Palmdale Blvd to Ave S)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	1.49 mi	$66,934
14	Bike/Ped	25th St E (Ave P to E Ave S)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	6.12 mi	$79,157
15	Bike/Ped	30th St E (Ave P to Palmdale Blvd)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	3.02 mi	$70,973
16	Bike/Ped	40th St E (Ave S12 to Aqueduct Trail)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	2.42 mi	$69,389
17	Bike/Ped	60th St E (E Ave R to E Ave S)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	1.84 mi	$67,858

18	Bike/Ped	30th St E (Palmdale Blvd E Ave S)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	3.04 mi	$71,026
19	Bike/Ped	Palmdale Blvd (E 47th to E 70th)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	4.58 mi	$75,091
20	Bike/Ped	Elizabeth Lake Rd (Godde Hill Rd to Tierra Subida Ave)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	9.42 mi	$87,869
21	Bike/Ped	Class I: Ave R 12 from Oxford Dr to 37th St E, 37th St E from E Ave R-12 to Ave S)	Class I Separated Bikeway	3.38 mi	$71,923
22	Bike/Ped	Sprinline, R12, and Halfmoon (E Ave P8 to E Ave S	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	2.14 mi	$68,650
23	Bike/Ped	Olive Ave and Fairfield Ave (25th to 35th)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	2.24 mi	$68,914
24	Bike/Ped	E Ave S8 (37th St E to Fort Tejon Rd)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	2.58 mi	$69,811
25	Bike/Ped	Avenue S (45th St E to 75th St E)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	6.10 mi	$79,104
26	Bike/Ped	70th St E (Palmdale Blvd to E Ave S)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	3.16 mi	$71,342
27	Bike/Ped	75th St E (Palmdale Blvd to E Ave S)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	2.98 mi	$70,867
28	Bike/Ped	E Ave P8 75th St to 110th St E	Stripe buffered bike lanes and	7.02 mi	$81,533

			some pavement and shoulder rehabilitation		
29	Bike/Ped	E 110th St (Ave M to Ave P-8)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	7.08 mi	$81,691
30	Bike/Ped	Ave M (50th St E to 110th St E)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	12.14 mi	$95,050
31	Bike/Ped	50th and P (Ave O to 50th)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	3.82 mi	$73,085
32	Bike/Ped	Airport Loop (Ave M, 50th, Rancho Vista	Class I Separated Bikeway	27.28 mi	$135,019
33	Bike/Ped	Technology Drive (10th St W to Sierra Hwy)	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	1.46 mi	$66,859
34	Bike/Ped	Creek Trail Class I (Ave M to Elizabeth Lake)	Class I Separated Bikeway	9.78 mi	$88,819
35	Bike/Ped	W Ave O (30th St W to Sierra Hwy	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	3.46 mi	$72,134
36	Bike/Ped	W 60th St from Columbia Way to Approx Crane Court, Entar Drive and W ave N8 to 45th St W	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	7.76 mi	$83,486
37	Bike/Ped	Columbia Way (80th St W to 60th St W	Stripe buffered bike lanes and some pavement and shoulder rehabilitation	6.30 mi	$79,632
38	Park and Ride	10th St West	New Park and Ride Facility	N/A	$3,000,000
Total					$.5,910,917

Maximum VMT Banking Credit Rate and Nexus

The four steps to identify the VMT Mitigation Banking projects and calculate the VMT Banking credit rate are as follows:

1. Identify appropriate mitigation projects
2. Determine the cost of construction of the mitigation projects
3. Determine the total VMT that can be mitigated by the projects
4. Calculate the maximum mitigation credit rate per VMT by dividing total cost of the mitigation projects by the total VMT mitigated by the projects to determine the rate per unit of VMT

The approach outlined above results in a calculation of the maximum rate per VMT mitigated based on the list of projects identified in **Exhibit 6**. The full cost of funding these improvements is used to calculate the maximum VMT Mitigation Banking credit rate per VMT the City could apply to all new residential and non-residential development in the City that result in VMT impacts.

As part of this analysis, a nexus evaluation was undertaken to support the basis of the VMT Mitigation Bank's development and credit rate. Consistent with California's Mitigation Fee Act, to develop a fee program a local agency must identify the purpose of the fee (Section 66001(a)(1)). The City of Palmdale's policy is that new development shall only contribute to the VMT banking credit rate if needed for mitigation of their VMT impacts. In addition, the costs of constructing the improvements to help mitigate VMT citywide will be implemented through the VMT mitigation banking program administered by the City of Palmdale.

As noted above, the projects that are included in the City of Palmdale's VMT Mitigation Banking Program will fund the construction of facilities that support active transportation (cycling) to mitigate VMT impacts from new development by moving trips from automobiles to bike facilities. As the benefit provided by the VMT reducing projects could not be sufficiently analyzed using the City's General Plan travel demand model given limitations within the model related to the representation of bike facilities, the projects were analyzed using off-model techniques. Specifically, bicycle improvements were evaluated based on *NCHRP 552 Guidelines for Analysis of Investments in Bicycle Facilities.* This approach relies on spatial analysis techniques to determine the likely number of new active transportation users resulting from the introduction of a new bicycle facility. This approach also removes the number of new users who will use the facility for exercise as exercise will not replace vehicle trips and thus, will not reduce existing VMT. Based on survey data of bicyclists throughout the United States, both for adults and children, the percentage of those cycling for commute purposes was estimated to be 11-percent of all riders and those cycling for exercise was estimated to be 28-percent of all riders. Child cyclists are included in the analysis as they may use the new facility to access schools, friends, or stores among other destinations that previously they would need a parent to drive them to. Thus, with the removal of riders for exercise, only riders that would use the facilities to replace vehicle trips were included in the analysis. **Exhibit 7** shows the comparison between the existing ridership and future induced riders based on the construction of the projects.

Exhibit 7 – Future Project Induced Daily Bicycle Demand

Demand	Existing (2023)	Future Induced Riders (2033)
Adult Bicyclists	2,708	4,663
Child Bicyclists	2,828	5,815
Total Facility Users	**5,536**	**10,478**

As shown in **Exhibit 7**, the VMT-reducing projects could add almost 10,480 bicycle trips per day throughout the City by 2033. The replacement of vehicle trips by the induced riders will provide an alternative to vehicular travel, as well as significant health and recreational value. While not related to VMT mitigation, it should also be noted that construction of the pedestrian and bicycle improvements will result in additional safety benefits by reducing the potential for vehicle-bicycle and vehicle-pedestrian conflicts.

The park and ride facility at 10th Street West (Project #38) was examined for its VMT reduction capabilities as part of the Palmdale Park and Ride Study. The total market for the new park and ride was calculated based on the service area taken from existing facilities, capture of the existing carpool market due to added convenience of additional park and ride facilities, and the ability to transfer to transit routes that serve stops near the park and ride. The total reduction of VMT from the opening of the proposed location at 10th Street West is 1,378,627 VMT travelled per year or roughly 3,777 VMT per day. For more information on the methodology and the calculations, see the *Palmdale Park and Ride Study* dated March 2024.

Total VMT Reduction

The total VMT reduction per project for the bicycle projects was calculated by multiplying the average bicycle trip length taken by new riders induced by the construction of a project by the total number of new riders and the project's lifecycle. For the purposes of this analysis, the average bicycle trip length used was 1.8-miles, based on data from the Replica transportation analytics platform. The number of new bicycle riders for each project was multiplied by the average trip length to obtain the total daily VMT reduction for each project. Each project's VMT reduction was added together to determine the total VMT reduction for all bicycle projects, which for the projects listed in **Exhibit 6** total 18,860 daily VMT.

VMT Banking Credit Rate

To determine the overall VMT banking credit rate, the total project costs of for the bicycle and park and ride lot projects were estimated as $2,910,917 and $3,000,000, respectively, for a total project cost of $5,910,917. This cost was divided by the total VMT reductions for the bicycle and park and ride projects, which are 18,860 and 3,777 daily VMT, respectively, for a total daily VMT reduction of 22,637 VMT. This calculation resulted in a cost per VMT reduction of $261. Note that this rate does not include any non-fee funding sources (grants, etc.). The addition of any funding sources for these projects could reduce the cost to fully implement projects included in **Exhibit 6.**

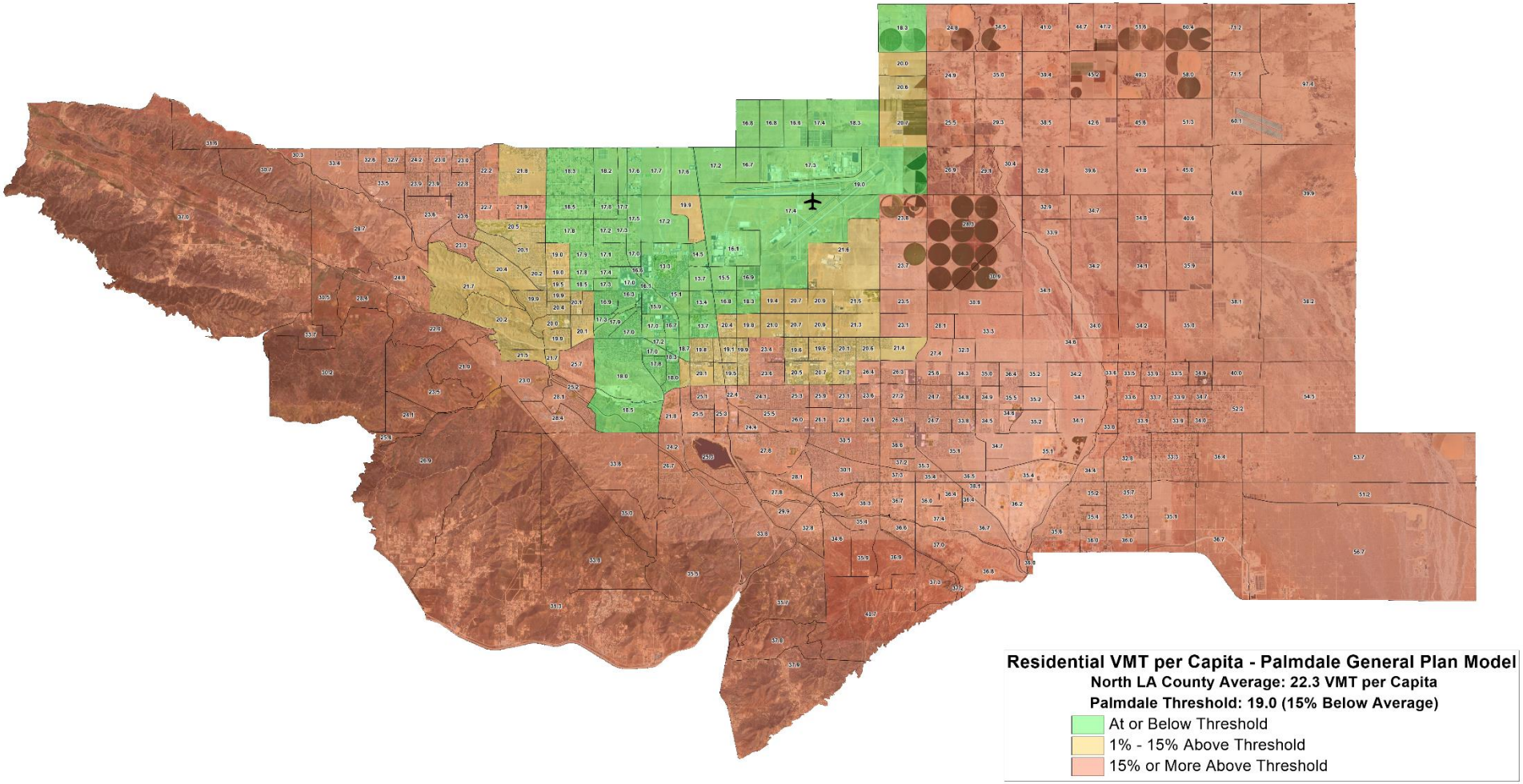
Note that the VMT Banking Credit Rate provided above will be updated on an ongoing basis in response to changes to the program, underlying projects, and/or updated cost information. As such, the VMT banking credit rate provided above should not be assumed to represent the current rate and instead that should be obtained directly from the City's website.

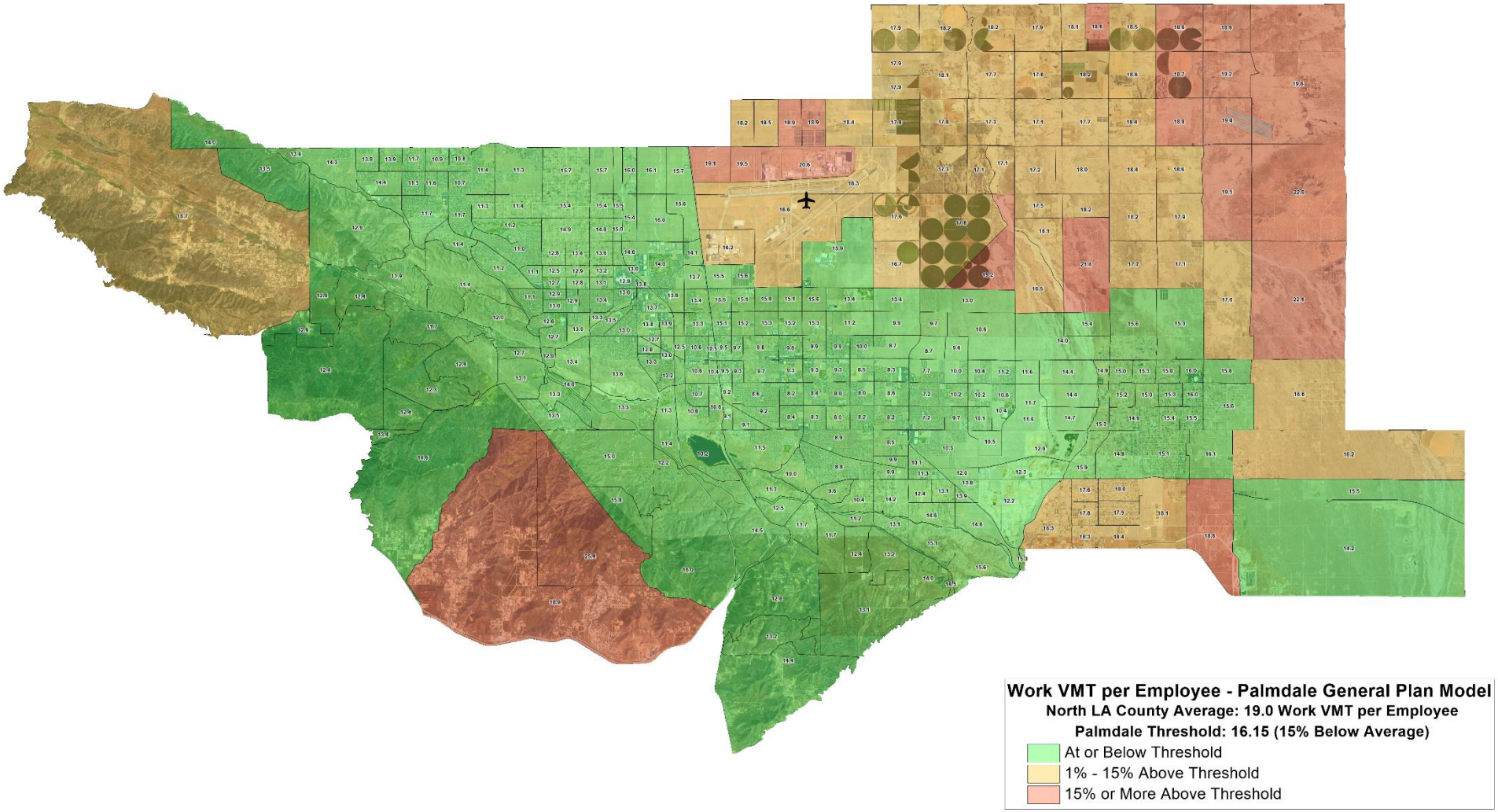
VMT Mitigation Banking Program Administration and Monitoring

The City of Palmdale shall set up a separate account for the purpose of tracking the collection of payments into the VMT Mitigation Banking Program and the VMT Analysis Fee to run and maintain the TREDLite analysis tool. The fee for the City of Palmdale to run TREDLite for new projects is $600. These accounts shall be monitored by the City Engineer or person designated by the City Engineer to ensure purchased VMT credits are used for constructing appropriate projects, as identified in **Exhibit 6**, to achieve the intended VMT reduction. As part of the annual city budget process, the City Engineer, Public Works Director, or person designated by either of these individuals shall include a progress report on any funds accumulated in the VMT Mitigation Banking Program and expenditures on constructing or improving active transportation facilities providing additional VMT-reducing investments that would not have occurred if bank funding were not available.

Appendix A

Screening Maps




Work VMT per Employee - Palmdale General Plan Model
North LA County Average: 19.0 Work VMT per Employee
Palmdale Threshold: 16.15 (15% Below Average)
At or Below Threshold
1% - 15% Above Threshold
15% or More Above Threshold

Appendix B

Substantial Evidence for Unit-Based Screening Thresholds for Small Projects

This document identifies a 3,000 Metric Tons of Carbon Dioxide Equivalent (MTCO2e) per year screening level threshold to identify projects that require the use of the screening tables or a project-specific technical analysis to quantify and mitigate project emissions. Projects that generate less than 3,000 Metric Tons (MT) of "Carbon Dioxide Equivalent (CO2e)" per year can be presumed to have less than significant impact on VMT since the intent and goals of SB 743 are to meet the State's GHG reduction goals. A threshold of 3,000 MT of CO2e per year is consistent with the CEQA GHG threshold of significance recommended by the South Coast Air Quality Management District (SCAQMD), which is the most stringent in the region. Several recent CEQA documents produced for development projects within the City of Palmdale use the 3,000 MTCO2e threshold including the Palmdale Logistics Park EIR and the 8th Street Industrial EIR.

The City of Palmdale determined the size of development that is too small to be able to provide the level of greenhouse gas (GHG) emission reductions expected from the screening tables or alternate emission analysis method. To do this the City determined the GHG emission amount allowed by a project such that 90-percent of the emissions, on average, from all projects would exceed that level and be "captured" by the screening table or alternate emission analysis method. The GHG emissions calculations from the City's VMT Analysis Tool should be used in conjunction with the City's GHG emissions screening tables.

California Emissions Estimator Model (CalEEMod 2022.1) was used to determine the maximum number of dwelling units or square footage that would remain within the 3,000 MTCO2e per year screening threshold. CalEEMod is a statewide land use emissions computer model designed to quantify potential criteria pollutant emissions associated with both construction and operations from a variety of land use projects. This model was selected because it is provided by the California Air Resources Board (CARB) to be used statewide for developing project-level GHG emissions. CalEEMod was used with the built-in default trip lengths and types.

CalEEMod runs were conducted for a variety of land uses in order to determine the land use units that trigger the 3,000 MT CO2e/year threshold, as well the CO2e emissions on a per-unit (dwelling unit or thousand square feet) rate that could be used in the City's VMT Analysis Tool. The land uses and corresponding CO2e emissions rates are shown in Table B-1.

Table B-1 - Land Uses and CO_2e Emissions Rates

Land Use	DU or TSF	Total $MTCO_2e$	$MTCO_2e$ per DU or TSF
Single Family	202	2,996	14.83
Multi-Family (low-rise)	213	2,996	14.07
Multi-Family (mid-rise)	341	2,996	8.79
General Office Building	254	3,000	11.81
Retail	64	2,991	46.73

* DU = dwelling unit, TSF = Thousand Square Feet

CalEEMod relies on known emissions data associated with certain activities or equipment (i.e. default values) that can be used if site-specific information is not available. CalEEMod contains default values to use in each specific local air district region or county. Input values were selected to be specific to the South Coast portion of Riverside County as the majority of future development that would utilize the screening

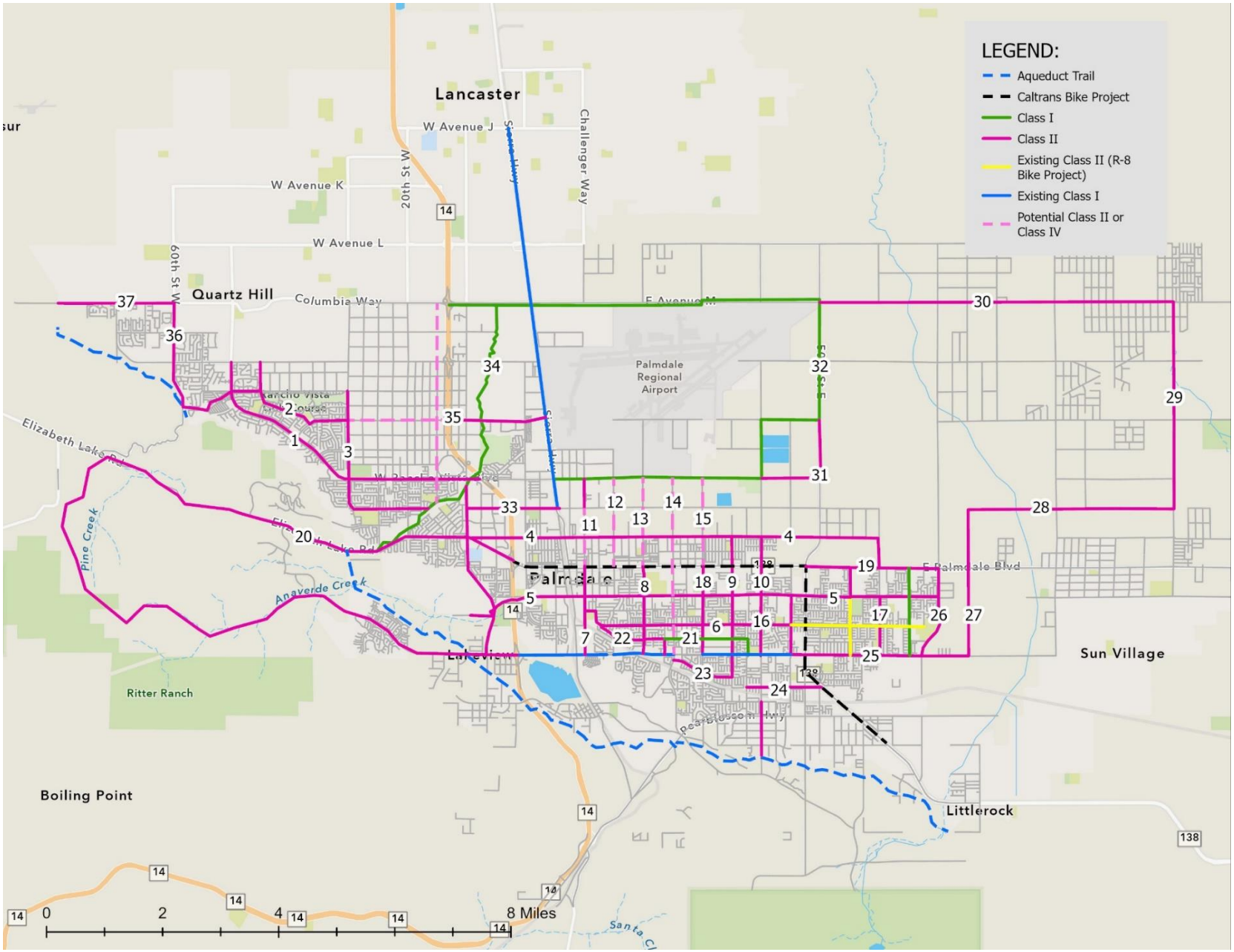
thresholds is anticipated in this area of the County. The following outlines the assumptions used in the CalEEMod calculations:

- CalEEMod uses the daily trip generation rates contained within the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 10th Edition* by default.
- Rural trip lengths are longer than urban trip lengths and were conservatively used.
- The CalEEMod mobile source (vehicle) emissions are based on emissions rates from CARB's EMissions FACtor Model (EMFAC). CalEEMod uses the default vehicle fleet mix from EMFAC2021 v1.0.1 for determining vehicle emissions.
- The CalEEMod carbon intensity factor was adjusted within the model to represent Southern California Edison's (SCE) current emissions rate. The electricity emission intensity factor in CalEEMod was revised to use the SCE's reported rate in their 2018 Corporate Responsibility and Sustainability Report. As of 2017, SCE's power mix was at 32 percent renewable energy and will be required to achieve the 60 percent renewable energy goal by 2030 established by SB 100.
- Energy savings from water conservation resulting from the Green Building Code Standards for indoor water use and California Model Water Efficient Landscape Ordinance for outdoor water use are not included in CalEEMod. Conservatively, no updates were made to CalEEMod to account for these measures.

The 2019 Building Energy Efficiency Standards (adopted on May 9, 2018) took effect on January 1, 2020. Under the 2019 standards, homes would use about 53 percent less energy and nonresidential buildings would use about 30-percent less energy than buildings under the 2016 standards. Conservatively, no updates were made to CalEEMod to account for these reductions under the 2019 Building Energy Efficiency Standards.

Appendix C

Key Map



City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **4**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-048; APPROVING A FORM OF DENSITY BONUS AGREEMENT WITH MAISON'S PALMDALE BLVD 150, LLC, TO FACILITATE THE CONSTRUCTION OF TENTATIVE TRACT MAP 83359 LOCATED ON THE SOUTH SIDE OF PALMDALE BOULEVARD BETWEEN 50th STREET EAST AND 55th STREET EAST (APN: 3023-002-084)**

RECOMMENDATION

The Planning Commission recommends that the City Council:

1. Receive public testimony regarding the proposed Density Bonus Agreement (AGR) 24-0002 (A-8767);

2. Adopt Resolution No. CC 2024-048 approving a form of Density Bonus Agreement (AGR) 24-0002 (A-8767); and,

3. Authorize City Manager or her designee to exercise the option to amend Density Bonus Agreement (AGR) 24-0002 (A-8767), including minimal and or/non-substantial changes.

BACKGROUND

On March 14, 2024, the Planning Commission adopted Resolution No. PC-2024-004 approving Tentative Tract Map 83359 and recommending City Council approve a form of Density Bonus Agreement (AGR) 24-0002 (A-8767). The Tentative Tract Map will subdivide a 20-acre parcel into 66 parcels to facilitate the future construction of approximately 190 dwelling units comprised of a detached single-family dwelling unit, an accessory dwelling unit (ADU), and a junior accessory dwelling unit (JADU) on the 64 lots dedicated for residential uses. The two remaining parcels will be used for a drainage basin and a parcel dedicated to a shared common area for recreation purposes.

Ten percent of the units will be available to households with incomes that do not exceed the maximum income of low-income households in Los Angeles County, as determined by the California Department of Housing and Community Development. The request includes two concessions from the development standards as allowed by the State Density Bonus Law (California Government Code Section 65915).

DISCUSSION

A density bonus is an increase in the overall number of housing units that a developer may build on a site in exchange for providing affordable housing. State Density Bonus Law, pursuant to Section 65915 of the California Government Code, offers incentives that are intended to encourage the development of affordable housing, including up to an 80 percent increase in density.

The project site has a General Plan Land Use designation and zone of Single-Family Residential 3 (SFR 3, 7,000 square foot lots; up to six dwelling units per acre). The project site is approximately 20 acres, and the maximum density is 120 detached single-family residential units. Density Bonus Law requires that when 10 percent of all units are for low-income households, the City must grant a 20 percent density bonus over the base density, which would allow an additional four units for this development. Although the maximum density for the project site is 120 units, the residential development does not require an increased density and the applicant proposes to construct a total of 64 detached single-family residential units and 127 ADU's and JADU's for a total of 191 residential units. Under California Fair Housing Laws, the proposed ADUs and JADUs are not subject to a jurisdiction's density requirements.

Of the 191 units proposed, 10 percent of the units are required to be reserved for low-income households. Additionally, the owner has requested cost-saving concessions in accordance with Government Code Section 65915, *et seq*. and PMC Section 17.25.020 (Density Bonus Agreements), as follows:

1. To allow composite shingles for roofing material.

2. To allow a reduction of the required garage width of 20 feet.

The Housing Division has determined that granting the concessions listed above will result in actual and identifiable cost reductions to provide affordable housing. In addition, the proposed project will contribute to the City's Regional Housing Needs Assessment (RHNA) allocation.

FIGURE 1 – AERIAL MAP

FISCAL IMPACT

$0; The applicant paid the fees associated with the submittal of the application.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

E. Transform housing inventory to meet the changing lifestyle and market demands.

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

ATTACHMENTS

Reso. No. CC 2024-048
Reso. No. PC-2024-004

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING DENSITY BONUS AGREEMENT (AGR) 24-0002 (A-8767) WITH MAISON'S PALMDALE BLVD 150, LLC; TO FACILITATE THE FUTURE CONSTRUCTION OF APPROXIMATELY 191 DWELLING UNITS COMPRISED OF 64 DETACHED SINGLE-FAMILY DWELLING UNITS AND 127 ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DRAINAGE BASIN LOCATED ON THE SOUTH SIDE OF PALMDALE BOULEVARD BETWEEN 50th STREET EAST AND 55th STREET EAST (APN: 3023-002-184)

WHEREAS, Maison's Palmdale Blvd 150, LLC has filed an application requesting the Planning Commission recommend City Council approve a form of Density Bonus Agreement (AGR) 24-0002 (A-8767), described herein (hereinafter "Application"); and

WHEREAS*,* The Application applies to a parcel located on the south side of Palmdale Boulevard, between 50th Street East and 55th Street East indicated on the Los Angeles Assessor roll as Assessor Parcel Number 3023-002-184, legally described on Exhibit A hereto and shown on the map attached as Exhibit B.

WHEREAS, On March 14, 2024, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application and recommended City Council approval of the Application on that date; and

WHEREAS, on April 17, 2024, the City Council of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date. Evidence, both written and oral, was duly presented and considered by the City Council at the aforesaid public hearing, including but not limited to, the staff report dated April 17, 2024; and

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

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby finds as follows with respect to the environmental document prepared for the project:

A Pursuant to the California Environmental Quality Act (CEQA), an Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program were prepared for the project finding that, with the incorporation of mitigation measures, the project would not have a significant impact on the environment. The proposed project has the potential to have a significant effect on the environment in the following areas: Biological Resources, Cultural Resources, Geology/Soils, and Greenhouse Gas Emissions. Mitigation measures established by the MMRP will be implemented to reduce potential impacts to a level that is less than significant.

B The custodian of records for all other materials which constitute the record of proceedings upon which the City Council's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to the City Council during the above-referenced April 17, 2024, public hearing, including public testimony, and written and oral staff reports, the City Council specifically finds as follows:

A The proposed development agreement conforms with the maps and policies of the General Plan or any applicable Specific Plan;

The proposed project involves the subdivision of a 20-acre parcel for the future construction of 191 dwelling units comprised of detached single-family residences, accessory dwelling units (ADU) and junior accessory dwelling units (JADU). The project is consistent and compatible with both the General Plan and Zoning Ordinance as modified with the DBA, as described in Exhibits C and D. The project site has a General Plan Land Use designation and zone of Single Family Residential 3 (SFR 3), which allows up to six dwelling units per acre. Per State Density Bonus Law, when 10 percent of all units are reserved for low-income households, the City must grant a 20 percent density bonus over the base density, which would allow an additional 4 units for this development. Although the maximum density for the project site is 120 units, the residential development does not require an increased density and the applicant proposes to construct a total of 64 detached single-family residential units and 127 ADU's and JADU's for a total of 191 residential units. Under California Fair Housing Laws, the proposed ADUs and JADUs are not subject to a jurisdiction's density requirements.

Of the 191 units proposed, 10 percent of the units are required to be reserved for low-income households. Furthermore, Density Bonus Law allows for the granting of concessions to the development standards in order to achieve cost-savings in the production of affordable housing. With the exception of the concessions related to design, the project will comply with the development standards for the SFR 3 zone.

B The proposed Density Bonus Agreement complies with the requirements of California Government Code Section 65915 et. seq. (DBA)

The project site has a General Plan Land Use designation and zone of SFR 3. Density Bonus Law requires that, when 10 percent of all units are for low-income households, the City must grant a 20 percent density bonus over the base density, which would allow an additional 4 units for this development. Although the maximum density for the project site is 120 units, the residential development does not require an increased density and the applicant proposes to construct a total of 64 detached single-family residential units and 127 ADU's and JADU's for a total of 191 residential units.

Of the 191 units proposed, 10 percent of the units are required to be reserved for low-income households. Additionally, the owner has requested cost-saving concessions in accordance with Government Code Section 65915, et seq. and PMC Section 17.25.110, as follows:

1. To allow composite shingles for roofing material.

2. To allow a reduction of the required garage width of 20 feet.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, the City Council approves a form of (AGR) 24-0002 (A-8767) set forth in Exhibit C.

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

PASSED, APPROVED and **ADOPTED** this 17th day of April, 2024.

_____
Austin Bishop, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 17th day of April, 2024, by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR DENSITY BONUS AGREEMENT 24-0002 AND TENTATIVE TRACT MAP 83359

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 10 OF TRACT NO, 2916, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3023-002-184

EXHIBIT B

AERIAL MAP FOR TENTATIVE TRACT MAP 83359

OFFICIAL BUSINESS	)
Document entitled to free	)
Recording per California	)
Government Code Section 27383	)
	)
RECORDING REQUESTED BY AND	)
WHEN RECORDED MAIL TO:	)
	)
City of Palmdale	)
38300 Sierra Highway, Suite C	)
Palmdale, CA 93550	)
Attn: City Clerk	)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

APN: 3023-002-184

DENSITY BONUS HOUSING AGREEMENT
Maison's Palmdale Blvd 150, LLC
Agreement No. A-8767

THIS DENSITY BONUS HOUSING AGREEMENT (this "Agreement"), dated as of _____ ____, 2024, is entered into by and between the City of Palmdale, a municipal corporation of the State of California (the "City"), and Maison's Palmdale Blvd 150, LLC, a Delaware limited liability company and/or its assigns (the "Owner"), as follows:

RECITALS

A. The Owner is the owner of a fee interest in certain real property located in the City of Palmdale, County of Los Angeles, State of California, identified as APN 3023-002-184, located at the Southeast corner of East Palmdale Boulevard and Hudsonia Street and legally described in Exhibit "A" attached hereto and incorporated by reference (the "Property").

B. The Owner will construct a 191-unit affordable housing development, 64 three- and four-bedroom single family homes, 64 one-bedroom junior accessory dwelling units, 48 two-bedroom accessory dwelling units ("ADUs"), 15 three-bedroom ADUs, and associated landscaping and parking ("Residential Development" of "Project").

C. The Owner proposes construction of a rental housing development of 189 units for low-income individuals and families and two manager's unit. At least ten percent (10%) of the units that count towards the Project's base density as defined pursuant to Government Code section 65915 (64 units) will be available to and occupied by households whose incomes do not exceed the maximum income of low-income households in Los Angeles County as determined by the California Department of Housing and Community Development.

D. Under California Government Code Section 65915, *et seq*. and Palmdale Municipal Code Section 17.25.020, the City must, upon the request of an applicant, grant a density bonus and/or certain incentives/concessions and/or waivers/modifications for any development applicant that seeks and agrees to construct a minimum number of housing units that are affordable to low or very low-income households (the "Density Bonus Law").

E. The subject site has a General Plan Land Use Designation of Single Family Residential 3 (up to 6 dwelling units per acre) and is zoned Single Family Residential 3 (up to 6 dwelling units per acre). The Density Bonus Law requires that, when an applicant includes at least 10% low-income units, the City must grant a 20% density bonus over the base density, which would allow an additional 4 units per acre in the Residential Development. Because ADUs do not count towards density, the Project does not require a density bonus. To provide for affordable housing cost of the low-income units and fit the Project on the Property as designed, the Owner has requested a cost-saving concession and a waiver in accordance with California Government Code Section 65915, *et seq*. and Palmdale Municipal Code Section 17.25.020, as follows:

a. A concession pursuant to Palmdale Municipal Code Section 17.37.010.D.7, to allow composite shingles for the roofing material.

F. The Owner has also requested one waiver to development standards that, if applied, would have the effect of physically precluding the construction of the Project in accordance with California Government Code Section 65915, subdivision (e)(1), as follows:

a. A waiver to the minimum garage length in Palmdale Municipal Code Section 17.37.010.C.3.b to allow a minimum garage length of 20 feet.

G. The City and the Owner enter into this Agreement pursuant to and in accordance with California Government Code Section 65915, *et seq*., and Section 17.25.020 of the Palmdale Municipal Code, in order to provide housing for lower income households.

H. The City finds that granting the concession and waiver listed under Recital E and F, above, will result in actual and identifiable cost reductions to provide for affordable housing cost, will not have an adverse impact upon public health and safety, the physical environment, or any property that is listed in the California Register of Historical Resources, and is consistent with state and federal law. The City also finds that the Residential Development is consistent with the General Plan.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and correct, and incorporated herein.

2. Definitions. For purposes of this Agreement, the terms listed below shall have the meanings thereafter specified:

a. "Adjusted for Household Size Appropriate for the Unit" means a household of two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, and four persons in the case of a three-bedroom unit.

b. "Affordable Rent" means a rent that, when added to the Utility Allowance, does not exceed thirty (30) percent of sixty (60) percent of the Los Angeles County median income as determined annually by the California Department of Housing and Community Development, Adjusted for Household Size Appropriate for the Unit.

c. "Affordable Unit" means a dwelling unit that will be offered for rent exclusively to an Income Eligible Household at an Affordable Rent pursuant to this Agreement.

d. "Director" means City's Department of Neighborhood Services Director, or his or her designee.

e. "Income Eligible Household" means a Low-Income Household which is eligible to rent a particular Affordable Unit.

f. "Low Income Household" shall have the meaning ascribed to it under California Health and Safety Code Section 50079.5. The upper income limit for Low Income Households shall be the income limits for such households published annually by the California Department of Housing and Community Development with adjustments for household size.

g. "Management Plan" means a plan prepared by the Owner and approved by the Director describing in detail the management of the Affordable Units, including marketing of the Affordable Units, tenant selection criteria and process, waiting list management, application of Utility Allowances in setting Affordable Rents, and similar details of the operation, annual monitoring inspections and file review, and a schedule of initial rents.

h. "Occupancy Date" means the earlier to occur of (i) issuance of a Certificate of Occupancy by the City or (ii) issuance of a Temporary Certificate of Occupancy by the City.

i. "Other Units" means units in the Residential Development that are not Affordable Units. The Other Units may be subject to Other Regulatory Agreements limiting the income of tenants and the rents that can be charged but are not subject to this Agreement.

j. "Other Regulatory Agreement" means any regulatory agreement that specifies maximum rents for units and income limits for tenants in the Residential Development other than this Agreement.

k. "Owner" means the person or entity defined as such in the introductory paragraph of this Agreement and includes all successors and assigns of that person or entity.

l. "Property" shall have the meaning defined in Recital A, as more particularly described in Exhibit "A" attached hereto and incorporated herein.

m. "Residential Development" shall have the meaning given in Recital B.

n. "Utility Allowance" means an amount designated annually by the City as a reasonable estimate of the cost of utilities for the Affordable Unit, for purposes of calculating the applicable Affordable Rent.

3. Approvals. The Residential Development shall be developed in accordance with all applicable provisions of the Palmdale Municipal Code.

4. Affordable Units. The Owner hereby covenants and agrees that at least ten percent (10%) of the base units in the Residential Development (at least 7 units) shall be rented exclusively to Low-Income Households at an Affordable Rent. The Affordable Units also may be subject to an additional affordable housing regulatory agreement ("Other Regulatory Agreement"). In the event of a conflict between this Agreement and Other Regulatory Agreement, the Other Regulatory Agreement shall control. Notwithstanding the foregoing, the rents of the Affordable Units shall not exceed the Affordable Rents as defined in this Agreement and the Term shall be no less than 55 years.

5. Affordable Rents. Affordable Rents for Affordable Units, including Utility Allowances, shall be based on the Los Angeles County Area Median Income published in Title 25, California Code of Regulations, Section 6932 by the California Department of Housing and Community Development, as may be amended from time to time. Affordable Rents may not be increased more frequently than annually to reflect increases in Area Median Income.

6. Term of Affordability Covenants. The covenants to restrict the rental of the Affordable Units in accordance with this Agreement shall remain in effect for a term commencing on the Occupancy Date and continuing for fifty-five (55) years (the "Term"). Prior to recording of this Agreement, the Owner must deliver to the City a Lenders Consent and Subordination Agreement ("Lender Consent"), in the form appended to this Agreement, from each lender that will hold a security interest in the Property. Such Lender Consents shall be recorded as a substantive part of this Agreement.

7. Management Plan. The Owner shall submit the Management Plan for the Director's consideration and approval at least one hundred eighty (180) days prior to the date that

the Owner applies for a Certificate of Occupancy for the Residential Development. Such approval shall not be unreasonably withheld. In addition to other components, the Management Plan shall contain the following:

i. Whenever an Affordable Unit becomes available, the Director shall be notified promptly in writing.

ii. The Owner shall conduct affirmative marketing of the Affordable Units, as they become available from time to time, including wide circulation of information of the availability of Affordable Units for rent during the marketing period required by the Management Plan.

iii. The Owner shall determine the eligibility of Low-Income Households that may lease the Affordable Units in accordance with the Management Plan.

8. Changes in Tenant Income. A tenant who initially qualified as a Low Income Household, but who, due to an increase in income, no longer qualifies as a Low Income Household shall pay as rent an amount that is the least of the amount that would be payable by the tenant under (i) low-income housing tax credit regulations, (ii) State or local law, or (iii) thirty percent (30%) of the household's adjusted gross income.

9. Utilization of Affordable Rental Units. All Affordable Units required by this Agreement shall be leased or rented and fully utilized in accordance with this Agreement; notwithstanding any other provision of law to the contrary, for the Term, no Affordable Unit shall be withdrawn from the market or otherwise held vacant except as may be necessary for reasonable maintenance and repair.

10. No Sublease. A tenant occupying an Affordable Unit may not sublet the unit without the written permission of both the Owner and the City. The City shall not grant permission to lease, rent, or sublet the unit if it finds that the prospective tenant or occupant is not an Income Eligible Household. Any individual who subleases an Affordable Unit in violation of the provisions of this Agreement shall be required to forfeit to the City all monetary amounts so obtained.

11. Lease Agreement. A fully executed copy of the lease agreement for each Affordable Unit, which shall comply with the provisions of this Agreement, shall be delivered to the City's Department of Neighborhood Services, Housing Division within thirty (30) days after the date of its execution.

12. Maintenance of Units. The Owner shall: (a) maintain and operate all units on the Property so as to provide decent, safe, and sanitary housing consistent with federal housing quality standards and the Palmdale Municipal Code; (b) make any required repairs or provide any required cleanup; and (c) provide the Affordable Units with the same levels of services and maintenance as are provided to any of the other dwelling units on the Property.

13. Annual Report. The Owner shall maintain complete and accurate records pertaining to the Affordable Units and shall prepare and provide the Director with a written annual report commencing one year after the Occupancy Date and continuing every year for fifty-five (55) years, regarding the rental status of the units. The report shall include information regarding the name, address, and income of each resident of the Affordable Units, identify the number of bedrooms of the unit and the monthly rent paid by the tenant. So long as permitted by law, concurrently with the submittal of each annual report to the City, the Owner shall pay a monitoring fee to the City in the amount of Fifteen Hundred Dollars ($1,500) with a maximum increase of 2% per year to defray the City's cost of monitoring the Owner's compliance with this Agreement. The Owner's failure to make such required payment shall be a default under this Agreement.

14. Federal and State Laws. Notwithstanding the above provisions, nothing contained herein shall require the Owner or the City to do anything contrary to or refrain from doing anything required by Federal and State laws and regulations promulgated thereunder applicable to the construction, management, maintenance, and rental of Affordable Units in the City of Palmdale.

15. Prohibition Against Discrimination. The Owner shall not discriminate against any tenant or potential tenant on the basis of sex, color, race, ethnicity, religion, ancestry, national origin, age, pregnancy, marital status, family composition, sexual orientation, or the potential or actual occupancy of minor children. The Owner further agrees to take affirmative action to ensure that no such person is discriminated against for any of the above-mentioned reasons.

16. Indemnification. The Owner shall defend, indemnify, and hold harmless the City of Palmdale and its officers, agents, employees, representatives, and volunteers from and against third party actions, including any loss, liability, claim, or judgment, relating solely to this Agreement, including those claims that arise out of: (a) a breach of this Agreement by the Owner; (b) related in any manner to the Owner's administration of this Agreement; or (c) arising out of the City's interest in this Agreement or Affordable Units. This indemnification shall not apply to claims arising out of the negligence or willful misconduct of the City, its officers, agents, employees, representatives, or volunteers.

17. City's Right to Inspect Units and Documents. The City may inspect the Affordable Units (subject to the tenant's privacy rights and lease provisions) and any documents or records relating thereto, at any reasonable time in order to determine the Owner's compliance with this Agreement.

18. Successors and Assigns. This Agreement and its covenants and conditions shall run with the land and be binding upon and inure to the benefit of the City and the Owner, and their respective successors, owners by deed, deed in-lieu of foreclosure, foreclosure or otherwise, and assigns. The City reserves the right to designate another public agency within the City of Palmdale to perform the City's obligations or to exercise the City's rights under this Agreement.

19. Notices. All notices required herein shall be sent by certified mail, return receipt requested, or express delivery service with a delivery receipt and shall be deemed to be effective on the date received or the date delivery was refused as indicated on the return receipt, as follows:

To Owner: Maison's Palmdale Blvd. 150, LLC
2007 Cedar Avenue
Manhattan Beach, CA 90266
Attn: Kevin Harbison

with a copy to: Cox, Castle, & Nicholson, LLP
50 California Street
Suite 3200
San Francisco, CA 94111
Attn: Linda C. Klein

To City: City of Palmdale
38250 Sierra Highway
Palmdale, California 93550-4798
Attn: Director of Neighborhood Services

with a copy to: City of Palmdale
38300 Sierra Highway
Palmdale, California 93550-4798
Attn: City Attorney

The parties hereto may subsequently change addresses by providing written notice of the change in address to the other party hereto in accordance with this Section.

20. Governing Law. The laws of the State of California shall govern this Agreement. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that County, or in Federal District Court in the Central District of California.

21. Default. Failure or delay by either party hereto to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other party, constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction, or remedy with due diligence. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not initiate proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. If applicable, the City agrees to accept cures tendered by the Investor Limited Partner of the Owner within the cure periods provided in this Agreement.

22. Remedies.

a. Any individual who rents (including subleasing) an Affordable Unit in violation of the provisions of this Agreement shall be required to forfeit to the City all monetary amounts so obtained.

b. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this Agreement, including, but not limited to, actions for injunctive relief or damages.

c. It is agreed and understood that the covenants to maintain the Affordable Units as set forth herein are a requirement of the Palmdale Municipal Code and as a condition to receiving zoning and parking concessions/incentives and waivers under the Palmdale Municipal Code, the Owner agrees that a breach of the covenants to maintain the Affordable Units as affordable housing for the Term specified herein constitutes a violation of the Palmdale Municipal Code, subject to enforcement by all legally available means.

23. Attorneys' Fees. In any action brought to declare the rights granted herein or to enforce or to interpret any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs in an amount determined by the court.

24. Non-Waiver. Failure to exercise any right either party hereto may have or be entitled to in the event of default hereunder shall not constitute a waiver of such right or any other right in the event of a subsequent default.

25. Further Assurances and Recordation. The parties hereto shall cause this Agreement to be recorded in the Official Records of the County of Los Angeles. The Owner shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form and do such further acts as may be necessary, desirable, or proper as the City shall from time to time find necessary or appropriate in order to effectuate its purpose in entering into this Agreement.

26. Entire Agreement. This Agreement, including any Lender's Consent and Subordination Agreements, and all attached Exhibits, constitutes the entire agreement between the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement shall not be valid or binding. This Agreement may be amended only by written instrument signed by both the City and the Owner.

27. Third Party Beneficiaries. There are no third-party beneficiaries of or to this Agreement.

28. Amendment of Agreement.

a. Generally. This Agreement may be amended from time to time in whole or in part by mutual consent of the original parties hereto or their successors in interest, in accordance with this Agreement, the Palmdale Municipal Code, and the Density Bonus Law.

b. Administrative Amendments. Notwithstanding subdivision (a) of this Section, any amendment to this Agreement, whether requested by the Owner or by the City, which does not relate to the Term; the number, percentage, or type of Affordable Units; or the number or type of any incentives or concessions given by the City, may be determined by the Director to be an administrative amendment and, if so, the Director shall approve the administrative amendment without notice or hearing, and this Agreement and its pertinent exhibits shall be automatically amended without further action by the parties hereto. A memorandum of the amendment shall be executed and recorded in order to reflect such administrative amendment.

29. Counterparts. This Agreement may be executed by each party hereto on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

[*signatures follow*]

IN WITNESS WHEREOF, the City and the Owner have executed this Agreement as of the date set forth above.

CITY

CITY OF PALMDALE,
a municipal corporation

By:

_____

Ronda Perez
City Manager

Dated:

_____

ATTEST:

By:

_____

Roxanne Faber
City Clerk

APPROVED AS TO FORM:

By:

_____

William P. Curley III
City Attorney

KANE, BALLMER & BERKMAN
City Special Counsel

By:

_____

Todd C. Mooney

OWNER

MAISON'SPALMDALE BLVD 150, LLC
a Delaware limited liability company,
its Administrative General Partner

Ravello Holdings, Inc.,
a California limited liability company,
its Manager

By:_____
Dilip K. Ram
President

Dated: _____

AHA High Desert MGP, LLC,
a California limited liability company,
its Managing General Partner

Affordable Housing Access, Inc.
a California nonprofit public benefit
corporation
its Manager

By:_____
Vasilios Salamandrakis
President

Dated: _____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

FORM OF
LENDER'S CONSENT AND SUBORDINATION AGREEMENT

NOTICE: THIS LENDER'S CONSENT AND SUBORDINATION RESULTS IN YOUR SECURITY INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THIS DENSITY BONUS HOUSING AGREEMENT

The undersigned (the "Lender"), as owner and holder of security interests ("Security Interests") evidenced by that certain [Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing] made by the Owner as trustor in favor of _____ as beneficiary, dated as of _____ and recorded on _____ as Instrument No._____ in the Official Records of the County of Los Angeles, State of California, hereby acknowledges its consent to the terms and provisions of this Density Bonus Housing Agreement. The undersigned further agrees that its Security Interests are and shall unconditionally be and remain at all times junior, subordinate, and subject to the terms, covenants, conditions, and restrictions of Sections 4, 5, and 6 of this Density Bonus Housing Agreement, provided that in consideration of the Lender's covenants and agreements contained in this Agreement, the City and its designated agencies hereby agree for the benefit of the Lender that concurrently with any notice from the City to the Owner that a default or breach exists under the terms of this Density Bonus Housing Agreement, the City shall send a copy of such notice to the Lender, and the Lender shall have the right, but not the obligation, to cure any defaults within thirty (30) days after the expiration of any cure period set forth in the notice from the City to the Owner regarding such Owner default. The provisions of this consent are intended to supplement, and not to limit, waive, modify, or replace those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code Sections 2924b and 2924c. The Lender intentionally and unconditionally waives, relinquishes, and subordinates the lien or charge of the Security Interests in favor of this Density Bonus Housing Agreement.

AGREED AND ACKNOWLEDGED:

Dated as of: _____ "LENDER"

By. _____
Name: _____
Title: _____

[*notarized signature required*]

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 10 OF TRACT NO, 2916, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3023-002-184

PLANNING COMMISSION
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. PC-2024-004

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALMDALE, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF DENSITY BONUS AGREEMENT 24-0002 (A-8767), APPROVING TENTATIVE TRACT MAP 83359; A REQUEST TO SUBDIVIDE A 20-ACRE PARCEL INTO 66 PARCELS TO FACILITATE THE FUTURE CONSTRUCTION OF APPROXIMATELY 191 DWELLING UNITS COMPRISED OF 64 DETACHED SINGLE-FAMILY DWELLING UNITS AND 127 ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DRAINAGE BASIN LOCATED ON THE SOUTH SIDE OF PALMDALE BOULEVARD BETWEEN 50th STREET EAST AND 55th STREET EAST, AND ADOPT THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM (APN: 3023-002-184).

A. RECITALS

WHEREAS, Maison's Palmdale Blvd 150, LLC has filed an application requesting the Planning Commission recommend City Council approval of Density Bonus Agreement (AGR) 24-0002 (A-8767), approving Tentative Tract Map (TTM) 83359 to subdivide a 20-acre parcel into 66 lots for the future development of up to approximately 191 dwelling units comprised of a mix of detached single-family dwellings, accessory dwelling units, and junior accessory dwelling units, and adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the project described herein as "Application".

WHEREAS, The Application applies to a parcel located on the south side of Palmdale Boulevard, between 50th Street East and 55th Street East indicated on the Los Angeles Assessor roll as Assessor Parcel Number 3023-002-184, legally described on Exhibit A hereto and shown on the map attached as Exhibit B.

WHEREAS, On March 14, 2024, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date.

B. RESOLUTION

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

SECTION 1. The Planning Commission hereby finds that all of the facts set forth in the foregoing Recitals are true and correct.

SECTION 2. The Planning Commission hereby finds as follows with respect to the environmental document:

A. Pursuant to the California Environmental Quality Act (CEQA), an Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program were prepared for the project finding that, with the incorporation of mitigation measures, the project would not have a significant impact on the environment. The proposed project has the potential to have a significant effect on the environment in the following areas: Biological Resources, Cultural Resources, Geology/Soils, and Greenhouse Gas Emissions. Mitigation measures established by the MMRP will be implemented to reduce potential impacts to a level that is less than significant.

B. The custodian of records for the MND, and all other materials that constitute the record of proceedings upon which the Planning Commission's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to this Commission during the above-referenced March 14, 2024, public hearing, including public testimony, and written and oral staff report, this Commission specifically finds as follows:

A. The proposed subdivision, together with the provisions for its design and improvement, shall be consistent and compatible with the maps, goals, objectives and policies of the General Plan, Zoning Ordinance and any applicable specific plan. (TTM)

B. The proposed Density Bonus Agreement is consistent with the maps and policies of the General Plan and any applicable Specific Plan. (DBA)

The proposed project involves the subdivision of a 20-acre parcel for the future construction of 191 dwelling units comprised of detached single-family residences, accessory dwelling units (ADU) and junior accessory dwelling units (JADU). The project is consistent and compatible with both the General Plan and Zoning Ordinance as modified with through the DBA, as described in Exhibits C and D. The project site has a General

Plan Land Use designation and zone is Single Family Residential 3 (SFR 3), which allows up to six dwelling units per acre. Per State Density Bonus Law, when 10 percent of all units are reserved for low-income households, the City must grant a 20 percent density bonus over the base density, which would allow an additional 4 units for this development. Although the maximum density for the project site is 120 units, the residential development does not require an increased density and the applicant proposes to construct a total of 64 detached single-family residential units and 127 ADU's and JADU's for a total of 191 residential units. Under California Fair Housing Laws, the proposed ADUs and JADUs are not subject to a jurisdiction's density requirements.

Of the 191 units proposed, 10 percent of the units are required to be reserved for low-income households. Furthermore, Density Bonus Law allows for the granting of concessions to the development standards in order to achieve cost-savings in the production of affordable housing. With the exception of the concessions related to design, the project will comply with the development standards for the SFR 3 zone.

C. The tentative map does not propose to divide land which is subject to contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a land conservation act contract but the resulting parcels following division of the land will not be too small to sustain their agricultural use. (TTM)

A review of the preliminary title report for the subject property revealed that the property in question has not been included in any such contract.

D. The site is physically suitable for the type and proposed density of development proposed by the tentative map. (TTM)

E. The proposed Density Bonus Agreement complies with the requirements of California Government Code Section 65915 et. seq. (DBA)

The project site has a General Plan Land Use designation and zone of SFR 3. Density Bonus Law requires that, when 10 percent of all units are for low-income households, the City must grant a 20 percent density bonus over the base density, which would allow an additional 4 units for this development. Although the maximum density for the project site is 120 units, the residential development does not require an increased density and the applicant proposes to construct a total of 64 detached single-family residential units and 127 ADU's and JADU's for a total of 191 residential units.

Of the 191 units proposed, 10 percent of the units are required to be reserved for low-income households. Additionally, the owner has requested cost-saving concessions in accordance with Government Code Section 65915, et seq. and PMC Section 17.25.110, as follows:

1. To allow composite shingles for roofing material.

2. To allow a reduction of the required garage width of 20 feet.

F. The design of the subdivision and the proposed improvements, with conditions of approval, are either:

1. Not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, or

2. The design of the subdivision and the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, but an environmental impact report has been prepared and a statement of overriding considerations has been adopted, pursuant to Public Resources Code Section 21081(c), finding that specific economic, social or other considerations make it not feasible to adopt the mitigation measures or project alternatives identified in the environmental impact report.

The application for the proposed tentative map included an Initial Study and Mitigated Negative Declaration. The Initial Study found that the proposed project has the potential to have a significant effect on the Biological Resources. Mitigation measures will be implemented to reduce potential impacts to a level that is less than significant. Mitigation measures to reduce biological resource impacts include biological resources awareness training for all construction personnel, preparation of a desert vegetation preservation plan, obtaining a desert vegetation removal permit and an incidental take permit, as well as payment of mitigation fees into the western Joshua Tree Conservation Fund, a CDFW compliant pre-construction burrowing owl survey, a pre-construction nesting bird survey, and a pre-construction desert kit fox survey. With the implementation of these mitigation measures, the proposed subdivision is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

G. The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems. (TTM)

The project application included an Initial Study that analyzed the potential impacts of the project that have the potential to cause serious public health and safety problems, including air quality, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, noise, population and housing, public services, transportation, utilities and service systems, and wildfire and found that all potential impacts created by the project could be mitigated to a level that is less than significant. Additionally, the map has been designed and conditioned to provide adequate access, infrastructure, and utilities for the future development of the site. Furthermore, the final design of the future development will require the review and approval of a Subdivision Development Plan application.

H. The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible. (TTM)

The tentative map has been designed to be consistent with surrounding development, to be consistent with the goals and policies of the General Plan, and to be compliant with the development standards for the SFR 3 zone. Furthermore, the final design of the future development will require the review and approval of a Subdivision Development Plan application.

I. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision, or the design of the subdivision and the type of improvements will conflict with the easements acquired by the public at large for access through or use of property within the proposed subdivision but alternate easements which are substantially equivalent to those previously acquired by the public will be provided. (TTM)

Access to and from the project site has been designed to tie into existing local roadways while avoiding direct access from the site or individual parcels onto East Palmdale Boulevard. Each proposed parcel has been designed to have direct access to a local roadway. All existing easements are shown on the tentative map and no conflicts have been created by the design of the subdivision or proposed improvements.

J. The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area. (TTM)

The proposed subdivision has been designed for orderly future development which will require review and approval of a Subdivision Development Plan application prior or construction activities. The design is consistent with the General Plan, Zoning Code, and existing development in the surrounding area.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, this Commission hereby recommends City Council approval of AGR 24-0002, approving TTM 83359, and adopt the MND and MMRP subject to the Conditions of Approval as set forth in Exhibit E.

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

PASSED, APPROVED, and **ADOPTED** this 14th day of March, 2024.

Dean Henderson
Chair, Planning Commission

ATTEST:

Sylvia Magallanes, Deputized Clerk

I, Sylvia Magallanes, Deputized Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly approved, and adopted by the Planning Commission of the City of Palmdale at a regular meeting of said Commission held on the 14th day of March, 2024, by the following roll call vote:

AYES: (3) Chair Henderson, Commissioners Jones and Lujan

NOES: (1) Vice Chair Elize

ABSTAIN: (1) Commissioner Olivarez ABSENT:

Date: 3/26/2024

Sylvia Magallanes, Deputized Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR DENSITY BONUS AGREEMENT 24-0002 AND TENTATIVE TRACT MAP 83359

THE LAND REFERRED TO HEREIN BELOW IS SITUATED, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 10 OF TRACT NO, 2916, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3023-002-184

EXHIBIT B

AERIAL MAP FOR TENTATIVE TRACT MAP 83359

EXHIBIT C

GENERAL PLAN CONSISTENCY TABLE FOR AGR 24-0002 AND TTM 83359

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use	Goal LUD-3.5: Ensure that there will be adequate water and wastewater system capacity to meet projected demand by continuing to oversee the development of adequate and dependable public services and facilities to support both existing and future development.	Yes	The project is located within the Palmdale Water District and the Los Angeles County Sanitation District. Both agencies have reviewed the project and provided conditions of approval to ensure the project can be adequately served by existing water and wastewater facilities upon approval of development plans.
	LUD-5.3: Require new developments to be designed for and provided with adequate public services and infrastructure. Require that these public facilities and services be provided concurrently with development to ensure a high quality of life for residents.	Yes	The project is located within the Palmdale Water District and the Los Angeles County Sanitation District. Both agencies have reviewed the project and provided conditions of approval to ensure the project can be adequately served by existing water and wastewater facilities upon approval of development plans. Additionally, the project has been conditioned by the Engineering Department to provide adequate roadways, curbs, gutters, and sidewalks to adequately serve future residents.

EXHIBIT C

GENERAL PLAN CONSISTENCY TABLE FOR AGR 24-0002 AND TTM 83359 (CONTINUED)

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use	LUD-6.1: Strongly encourage new subdivisions and master planned projects to include a diversity of housing types and architecture styles, where possible.	Yes	The proposed map will facilitate the future development of a mix of housing types consisting of detached single-family homes, accessory dwelling units, and junior accessory dwelling units to provide diverse housing options to meet the needs of several types of potential residents.
	LUD-6.5: Encourage new development to incorporate public plazas, seating, drinking fountains, and gathering places, especially in prominent locations and areas of pedestrian activity.	Yes	The project proposes to dedicate one parcel totaling approximately 35,000 square feet to common space for both indoor and outdoor gathering and recreation.
Economic Development	ED-5.2: Increase the supply and diversity of housing options to support different types of households including seniors, young adults, families, empty nesters, individuals or families with special needs, and multigenerational families.	Yes	The proposed map will facilitate the future development of a mix of housing types consisting of detached single-family homes, accessory dwelling units, and junior accessory dwelling units to provide diverse housing options to meet the needs of several types of potential residents.

EXHIBIT C

GENERAL PLAN CONSISTENCY TABLE FOR AGR 24-0002 AND TTM 83359 (CONTINUED)

	Standard	Standard Met?	Justification*
Equitable and Healthy Communities	EHC-6.2: Encourage a variety of housing types developed at a range of densities to serve varying household types, including, but not limited to, single-family attached and detached, accessory dwelling units, multi-family apartments, townhomes, duplexes, triplexes, quadplexes, and condominiums.	Yes	The proposed map will facilitate the future development of a mix of housing types consisting of detached single-family homes, accessory dwelling units, and junior accessory dwelling units to provide diverse housing options to meet the needs of several types of potential residents. *Pursuant to California Fair Housing Laws, ADUs and JADUs are not subject to a jurisdictions density requirements.
	EHC-6.4: Promote development of housing types that support multi-generational households and opportunities to age in place.	Yes	The proposed map will facilitate the future development of a mix of housing types consisting of detached single-family homes, accessory dwelling units, and junior accessory dwelling units to provide diverse housing options to meet the needs of several types of potential residents.

** Based on the plan set dated September 25, 2023*

EXHIBIT D

DEVELOPMENT STANDARDS TABLE FOR AGR 24-0002 AND TTM 83359

	Standard	Standard Met?	Justification*
Density	Minimum Density: 0 du/ac Maximum Density: 6 du/ac	Yes	The project proposes a map that would accommodate the development of 64 single-family homes. This would result in approximately 3.2 dwelling units per acre (du/ac). *Pursuant to California Fair Housing Laws, ADUs and JADUs are not subject to a jurisdictions density requirements.
Lot Size	Minimum: 7,000 square feet	Yes	The proposed map has been designed to allow for a range of lot sizes, the smallest of which is 7,000 square feet, meeting this development standard.
Lot Width	Minimum: 60 feet	Yes	The project proposes a range of lot sizes, with the narrowest lot measured at 62 feet wide, exceeding the minimum 60 foot width requirement.
Lot Depth	Minimum: 100 feet	Yes	The project proposes a range of lot sizes, with the shallowest lot measured at 100 feet wide, meeting the minimum 100 foot width requirement.

** Based on plans dated September 25, 2023*

EXHIBIT E

FINAL

CONDITIONS OF APPROVAL FOR TTM 83359

APPROVAL DATE: MARCH 14, 2024
EFFECTIVE DATE: MARCH 25, 2024
EXPIRATION DATE: MARCH 25, 2027

These Conditions of Approval apply to Tentative Tract Map (TTM) 83359, a request to subdivide 20 acre(s) into 66 lot(s) to facilitate the future construction of 191 dwelling units comprised of single-family dwelling units, accessory dwelling units and a junior accessory dwelling units on the 64 lots dedicated for residential uses and a drainage basin located on the south side of Palmdale Boulevard between 50th Street East and 55th Street East (APN: 3023-002-184). Any proposed change of use or expansion of the area, or modifications to the site plan or structures shall be submitted to the Planning Division, along with the required application and fee, for review. For the purpose of these conditions, the term "applicant" shall also mean the developer, the owner or any successor(s) in interest to the terms of this approval. For the purposes of these conditions, an * indicates that the condition is a mitigation measure.

GENERAL CONDITIONS:

1 This approval shall not become effective for any purposes until any appeal period has passed and the applicant has filed at the office of the Planning Division their notarized affidavit stating that they agree to and accept all of the Conditions of Approval as approved by the Reviewing Authority as set forth in Resolution No. PC-2024-004. (P)

2 Should the City Council deny or revise Density Bonus Agreement (AGR) 24-0002, this TTM shall be modified to ensure consistency with AGR 24-0002, which may require additional review. (P)

3 Should this project not be inaugurated during the initial approval period, an extension of time not to exceed an additional two years as allowed by the Subdivision Map Act for TTM 83359 may be granted by the Review Authority. Applications for time extensions must be filed a minimum of 90 days prior to the expiration date. Requests for time extensions must be accompanied by a formal application, all required exhibits and plans, and required application fees. (P)

4 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the Review Authority upon submittal of a formal application, required exhibits and appropriate fees in accordance with the Palmdale Municipal Code (PMC). In granting any such time extension, the City may impose new conditions and standards on the tentative map, pursuant to Section 66452.6(e) of the Government Code. (P)(E)

5 Immediately upon approval of this project by the Review Authority, the applicant shall submit to the City a cashier's check or check, payable to Los Angeles County Clerk in the amount of $2,991.75 for the environmental filing fee in compliance with the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the California Department of Fish and Wildlife (CDFW) determines that this project is not exempt from a filing fee imposed pursuant to Fish and Wildlife Code Section 711.4 because the project has more than a de Minimis impact on fish and wildlife, then the applicant shall also pay to CDFW any fee and any fine which the Department determines to be owed. (P)

6 This Tentative Tract Map is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the map date stamped September 25, 2023, as modified by these Conditions of Approval. Final map(s) shall be in substantial compliance with the tentative map and these Conditions of Approval. (P)(E)

7 The applicant shall comply with all requirements of the PMC, all requirements of the City ordinances, resolutions, and all applicable standards and policies that are in effect at the time that building permits are issued for the development. (P)(E)

8 The applicant shall defend, indemnify, and hold harmless the City its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City concerning this project, including but not limited to any approval or condition of approval of the Review Authority. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

9 Pursuant to Government Code Section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

10 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the PMC, including the requirement that a business license be obtained by all entities doing business in the City. (P)

11 When exhibits and written conditions of approval are inconsistent, the written conditions shall prevail. (P)(E)

12 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this subdivision. If off-site public improvements are required, said improvements shall be located within public easements. This tentative map approval is subject to the applicant's acceptance of the City requirements for acquisition of said public easements, including the applicant's financial responsibility. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

13 The applicant shall participate in such on-site and off-site water service improvements as may be required by the serving water purveyor. (E)

14 Coordination with utility companies by the applicant's engineer during design shall be required in order to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

15 The applicant shall comply with all provisions of Municipal Code Chapter 14.05, Water Efficient Landscape Ordinance. (E)

16 The applicant shall comply with all requirements of the Congestion Management Program for the County of Los Angeles and any related City of Palmdale requirements. These shall include, but are not limited to trip reduction, deficiency plan, traffic and public transportation requirements and improvements, and impact fee requirements. (TE)

17 The applicant shall comply with the provisions of PMC Chapter 3.45 (Public Facility Development Impact Fee Requirements). The applicant shall pay the applicable public facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (B&S)

18 Intersection sight distance and stopping sight distance shall be shown to meet the required standards both horizontally and vertically at Palmdale Boulevard and 52nd Street East and at all intersections within the project including consideration for walls, landscaping, grading, and vegetation. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF THE TENTATIVE MAP FOR CONDITION COMPLIANCE:

19 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be prepared and signed (and stamped where required) only by those individuals legally authorized to do so. Plans for public

improvements shall be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

20 The applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees. Grading activities extending beyond phase boundaries shall require prior approval of the City Engineer and Planning Manager. Such grading activity shall be reflected in the subdivision improvement agreement of the phase which request such grading. (E)

21 The Tentative Tract Map shall indicate the alignment of all adjacent streets, turn lanes, medians, bus turnouts, traffic control devices, sidewalks, landscape setbacks, and the location of other infrastructure. (TE)

22 Grading and wall plans shall be submitted for review and approval to the Engineering Division. Approval by both the City Engineer and Planning Manager shall be obtained prior to the issuance of a Grading Permit. Perimeter walls shall be consistent with the design and materials of any previously approved adjacent perimeter wall to provide continuity of the streetscape. Final grading and wall concepts shall be in substantial conformance with those shown on the tentative map, conceptual grading plan, and in accordance with the following: (P)(E)

22.1 Northerly Boundary - The applicant shall provide a six-foot-high decorative wall constructed of decorative block.

22.2 Easterly Boundary - The applicant shall provide a six-foot-high decorative wall constructed of decorative block.

22.3 Westerly Boundary - The applicant shall provide a six-foot-high decorative wall constructed of decorative block.

22.4 All corner lots shall contain a decorative masonry block wall on the street side of the lot.

22.5 All interior property line walls, if proposed, shall be constructed of masonry, wrought iron, durable vinyl, or other similar durable materials as approved by the Planning Manager.

23 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope, the wall shall be set back a minimum of two and one-half (2-1/2) feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)

24 The exterior face and footings of all project perimeter walls shall be located no more than two (2) inches from the property line on the subject property. (P)(E)

25 Double boundary walls between developments are prohibited except as approved by the Planning Manager and City Engineer. (P)(E)

26 The final grading plan shall indicate that all rear and interior side yard slopes are up slopes to property lines as indicated on the tentative map. (P)(E)

27 All manufactured slopes on or adjacent to project boundaries shall meet the setback requirements of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any slope not meeting these requirements. In addition, slopes are required to meet City Standards with respect to erosion control. (E)(B&S)

28 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. Said erosion control plan shall provide appropriate dust control measures, per City and Antelope Valley Air Quality Management District (AVAQMD) Standards, to minimize nuisance from dust at all times. (E)(B&S)

28.1 The applicant shall submit a dust control plan to AVAQMD for review and shall obtain a permit from said agency prior to issuance of a City grading permit. The applicant shall provide proof of compliance with all AVAQMD requirements and applicable fees. (E)

29 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. (E)

30 Final landscape and irrigation plans shall be submitted to the City Engineer/Landscape Architect for review and approval. Said plans shall include street tree and slope erosion control plans, as determined necessary by the City Engineer. One copy of the approved plans shall be submitted to the Planning Division. (P)(E)

31 A 10-foot and five-foot landscape easement shall be shown along Palmdale Blvd and Oak Street (in front of Lot 8), respectively. Said easements shall be in addition to any landscaping within the public right-of-way. Such easements are to be granted to the City. (P)(E)

32 The applicant shall submit for review and approval by the City Engineer, final landscaping and irrigation system plans for the areas included in the Landscape Maintenance Assessment District. (E)

33 The applicant shall incorporate into the project design all existing easements within the project boundaries, or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Planning Manager/City Engineer or the Planning Commission. (P)(E)

34 The applicant shall obtain off-site easements from affected property owner(s) for all proposed off-site improvements and grading activities (slopes, drainage, walls, etc.). If said easements cannot be obtained, the project shall be redesigned to incorporate said improvements and grading entirely within the project boundary, to the satisfaction of the Planning Manager and the City Engineer. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition. (P)(E)

35 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any property is increased, concentrated, diverted, or changed in any form as required by State law. (E)

36 A final hydrology study and hydraulics report shall be prepared for this subdivision and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts. (E)

37 An on-site drainage basin (detention) shall be required for this subdivision according to the City of Palmdale's adopted Storm Water Management Policy. Such basin(s) shall be sized and configured as a buildable lot based on the zoning; granted in fee to the City for drainage and landscape purposes; and annexed to the Landscape Community Facilities District. (E)

38 This subdivision shall be designed in accordance with the City's Floodplain Management Ordinance, Master Plan of Drainage, and related criteria within the Engineering Design Standards. (E)

38.1 All drainage facilities shall be designed to be compatible with Master Plan of Drainage (MPD) facilities. Applicant shall provide system piping to allow for the future elimination of the drainage basin. (E)

38.2 Reimbursement for drainage facilities shall only be considered for the applicant's dedication and construction of those facilities depicted on the City's Master Plan of Drainage in accordance with Section 66486 of the Government Code. (E)

39 This subdivision is located within the Pearland Natural Drainage Area/Basin as defined by the City's Master Drainage Plan and approved by Resolution 89-75. The applicant shall comply with the provisions of Chapter 3.38 (Drainage Fee Ordinance) of the Palmdale Municipal Code. The applicant shall pay the applicable drainage fees to the Engineering Division in the amount that is in effect at the time such fees are to be collected. Payment of drainage fees for all areas within the map boundaries which are disturbed by grading are due upon submittal of first rough grade certification. (E)(B&S)

40 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the issuance of a grading permit. (E)

41 The applicant shall comply with all Joshua Tree requirements from the California Department of Fish and Wildlife and all provisions of City of Palmdale Municipal Code Chapter 14.04, Joshua Tree and Native Desert Vegetation Preservation. (P)(E)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

42 The applicant shall petition the City to annex into Community Facilities District No. 2022-1 for the maintenance of landscaping and appurtenant facilities. Such annexation shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the annexation to the Community Facilities District, the applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the landscaping and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the annexation of an alternative maintenance entity shall be paid by the applicant. (E)

43 The applicant shall provide written evidence to the Planning and Engineering Divisions that approval has been obtained from the Los Angeles County Fire Department. (F)(P)(E)

44 The applicant shall enter into a subdivision improvement agreement and post securities with the City and pay all applicable fees at the time of subdivision approval for those improvements necessary to support this subdivision, as determined by the City Engineer. If any transfer of ownership/title of land within this proposed subdivision takes place prior to the release of all agreements and securities, the new applicant shall be required to enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and

securities with the prior applicant will be released after the agreement and securities with the new applicant take effect. (E)

45 The applicant shall provide standard street improvements for the South half of Palmdale Blvd across the project frontage. The design shall be based on a 57-foot half width right-of-way on an acceptable centerline profile extending a minimum 300 feet beyond the project where applicable. These improvements shall consist of: (E)

45.1 Curb and gutter,

45.2 Sidewalk (width = eight feet),

45.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

45.4 Traffic control signs and devices as required by the City Traffic Engineer,

45.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

45.6 Accessible curb ramp(s) at all walk returns,

45.7 Roadway drainage device(s),

45.8 Streetlights,

45.9 Raised median,

45.10 Dedicate additional right-of-way to the ultimate half width of 57 feet,

45.11 Dedicate an additional 12 feet of right-of-way for the right turn lane and construct improvements as required by the Traffic Division,

45.12 Dedicate 10-foot Landscape Maintenance District (LMD) easement along Palmdale Blvd for landscape purpose

45.13 Dedicate sufficient right-of-way for corner cut-off in accordance with City's Engineering Design Standard,

45.14 Dedicate the right to restrict vehicular access along Palmdale Blvd to the City of Palmdale

46 The applicant shall provide standard street improvements for the West half of Oak Street across the project frontage. These improvements shall consist of: (E)

46.1 Curb and gutter,

46.2 Sidewalk (width = five feet),

46.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

46.4 Traffic control signs and devices as required by the City Traffic Engineer,

46.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

46.6 Accessible curb ramp(s) at all walk returns,

46.7 Roadway drainage device(s),

46.8 Streetlights,

46.9 Dedicate five feet of LMD easement along Lot 8 frontage for landscape purpose,

46.10 Dedicate and provide 32 feet standard improvements along the West half of Oak Street from Palmdale Blvd to Palo Verde Way,

46.11 Dedicate and provide 30 feet of standard improvements along the West half of Oak Street from Palo Verde Way to the southerly Cul-de-Sac,

46.12 Dedicate and construct a four-foot wide minimum ADA by-pass at all proposed driveway approaches, and

46.13 Construct proper drainage facility/system to mitigate the exiting basin (TR 45073) outlet system.

47 The applicant shall provide standard street improvements for "A" Street, "C" Street, and Silver Court within the project boundary, face of curb to face of curb width of 34 feet (58-foot right-of-way). These improvements consist of: (E)

47.1 Curb and gutter,

47.2 Sidewalk (width = five feet),

47.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

47.4 Traffic control signs and devices as required by the City Traffic Engineer,

47.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

47.8 Accessible curb ramp(s) at all walk returns,

47.9 Roadway drainage device(s),

47.10 Streetlights,

47.11 Dedicate and construct a four foot wide minimum ADA by-pass at all proposed driveway approaches

47.12 "A" Street shall have Bulb outs curb at the "B" Street and "D" Street. Final design and improvements to be approved by Engineering and Traffic

48 The applicant shall provide standard street improvements for "B" Street, Kenston Drive, "D" Street, and Bell Ave within the project boundary, face of curb to face of curb width of 36 feet (60-foot right-of-way). These improvements consist of: (E)

48.1 Curb and gutter,

48.2 Sidewalk (width = five feet),

48.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

48.4 Traffic control signs and devices as required by the City Traffic Engineer,

48.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

48.6 Accessible curb ramp(s) at all walk returns,

48.7 Roadway drainage device(s),

48.9 Streetlights,

48.10 Dedicate and construct a four-foot wide minimum ADA by-pass at all proposed driveway approaches

49 The applicant shall provide standard street improvements for the East half of Hudsonia Street across the project frontage. The design shall be based on a 30-foot half-width right-of-way on an acceptable centerline profile extending a

minimum of 300 feet beyond the project where applicable. These improvements shall consist of: (E)

49.1 Curb and gutter,

49.2 Sidewalk (width = five feet),

49.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

49.4 Traffic control signs and devices as required by the City Traffic Engineer,

49.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

49.6 Accessible curb ramp(s) at all walk returns,

49.7 Roadway drainage device(s),

49.8 Streetlights,

49.9 Construct street knuckle at the Rainer Avenue and Hudsonia Street per City Standard

50 Provide a striping and signing plan, subject to the approval of the Traffic/Transportation Engineer prior to the approval of the street improvement plans, and provide striping for left-turn pockets at all approaches to the following intersection(s): Palmdale Boulevard and Oak Street as part of the approval of the street improvement plans. (TE)(E)

51 All areas within the tract designated by the City Engineer as requiring a landscape easement shall be shown as an 'Easement for Landscaping Purposes' on the final map. (E)

52 A sanitary sewer-area study for this subdivision shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from Los Angeles County Sanitation District prior to issuance of a sewer permit. (E)

53 The applicant shall obtain sufficient off-site sewer easements and design and construct an off-site outfall sewer with supplemental size, capacity, and length as

required by the City Engineer. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

54 The subdivision shall comply with all requirements of PMC Chapter 13.05, Sewer Collection Service Charges. (E)

55 Water mains shall be designed to meet or exceed the total flow requirements determined for domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Chief. (E)

56 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not been installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)

56.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

56.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

57 Street lighting plans shall be reviewed and approved as part of the approval of the street improvement plans. Street lighting plans shall be submitted to the City Engineer for review and approval and to Southern California Edison Company for their use. (E)

58 The applicant shall petition the City to annex to the City's Community Facilities District for the maintenance of streetlights and appurtenant facilities. Such annexation shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the annexation to the Community Facilities District, the Developer shall propose and receive approval for an alternative maintenance entity. The developer shall remain solely responsible for the maintenance of the streetlights and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Developer. (E)

59 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)

59.1 Water District

59.2 Southern California Edison

59.3 Southern California Gas Company

59.4 AT&T

59.5 Cable TV

60 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

61 Will Serve letters will be required before the map is submitted to City Council for approval. The following is a list of the minimum Will Serve letters required: (E)

61.2 Water District

61.3 Southern California Edison

61.4 Southern California Gas Company

61.5 Cable TV

61.6 School District

62 A preliminary title report and subdivision guarantee is needed showing all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded, unless approved by the City Engineer and subordinated to any City easements by a certification upon the title sheet of the final map, prior to the grant. (E)

63 The applicant shall prepare Covenant's, Conditions, and Restrictions (CC&R's) for review and approval by the Planning Manager, City Engineer, and City Attorney. Such CC&R's shall include all elements deemed necessary by the City Attorney (guidelines available at the Planning Division). The applicant shall be responsible

for all City Attorney costs regarding review of said CC&R's prior to recordation of any phase. (P)(E)

64 In cases where the applicant indicates that multiple final maps will be filed, a Phasing Plan shall be submitted for review and approval by the Planning Manager and City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this tentative map until such time as the City of Palmdale has had the opportunity to evaluate the phasing and impose reasonable conditions, related to the phasing. (E)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY PHASE OF THE SUBDIVISION:

65 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies including, but not limited to, the following as applicable:

Los Angeles County Sanitation District
Los Angeles County Department of Health Services
Los Angeles County Consolidated Fire District
Palmdale Water Districts
Palmdale School District
Westside Union School District
Antelope Valley Union High School District
Antelope Valley Air Quality Management District

The duty of inquiry as to such requirements shall be upon the applicant. Proof of payment shall be provided to the Building and Safety Division prior to issuance of any building permits. (P)(E)(B&S)

66 The applicant shall submit full sized copies of the final recorded map in the form of one set of mylar and three sets of blueline to the City Engineer, and shall also submit an 8-1/2 x 11 inch mylar copy of the final map to the Planning Manager and City Engineer. The applicant shall provide a computerized .dwg format of the final recorded tract map which is compatible with the City's G.I.S. program to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone (five feet). (E)(P)

67 Grading shall be designated "Engineered Grading" per City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed according to the phasing plan approved by the Planning Manager and the City Engineer. (P)(E)

68 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to

release of rough grading. The City of Palmdale Building Code requires these reports and statements from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

69 All sanitary sewer mains to be dedicated to the City are to be provided with as-built plans and have TV video inspection, as required by City Inspector, prior to final acceptance for maintenance. (E)

70 The applicant shall obtain addresses established by the City Engineer, and pay applicable processing fees, for all lots of residential subdivisions. (E)

71 Appropriate right-of-way for an eastbound right-turn lane shall be provided on Palmdale Boulevard at 52nd Street East. Design shall be subject to the approval of the City Engineer. (TE)

72 A striping and signing plan shall be provided for all roadway improvements and shall be subject to the approval of the City Engineer as part of the approval of the street improvement plans. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

73 From the beginning of the first ground disturbing activity until on hundred (100) percent of the lots for the entire subdivision have been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 15 - April 15); 2) provide appropriate dust control measures, per City and Antelope Valley Air Quality Management District (AVAQMD) Standards, to minimize nuisance from dust at all times. (E)(B&S)

74 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

75 The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties is not permitted. (P)

76 In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, all grading or excavation shall cease in the immediate area, and the find left untouched until a qualified professional archaeologist or paleontologist, whichever is appropriate, is contacted and called in to evaluate the find and make recommendations as to disposition, mitigation, and/or salvage. The applicant shall be liable for costs associated with the professional investigation. (P)

77 If this tentative map is to be phased, the applicant shall have all basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase. (E)

78 A signing and striping plan shall be provided for all roadway improvements. (TE)

79 The applicant shall comply with all City and State guidelines and requirements for traffic control during construction and prior to final project acceptance. (TE)

80 The City Engineer shall be notified a minimum of 60 days prior to the anticipated opening of any street to public travel. (TE)

81 Additional pavement shall be constructed in order to provide for striped right turn lanes on Palmdale Boulevard at 52nd Street East. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR EACH DWELLING UNIT:

82 The applicant shall comply with the provisions of PMC Chapter 3.40 (Traffic Impact Fee Ordinance). The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (TE)(E)(B&S)

83 The applicant shall comply with the provisions of PMC Chapter 3.42 (Fire Facility Impact Fee Ordinance). The applicant shall pay the applicable fire facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

84 The applicant shall comply with the provisions of PMC Chapter 3.45 (Public Facility Development Impact Fee Ordinance). The applicant shall pay the applicable public facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

85 All public improvements within, and necessary to support, a block or construction phase of any final map, must be completed within sixty (60) days from issuance of the first Certificate of Occupancy within the block or construction phase, to the satisfaction of the City Engineer. In no case shall the total occupancy for a final map exceed ninety (90), percent until all public improvements within the final map have been completed to the satisfaction of the City Engineer. (E)

86 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

87 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City of Palmdale requires that these be submitted by the field or supervising grading engineer, and/or the landscape architect. (E)

88 The developer or builder shall provide full front yard and street side yard landscaping as approved by the City Engineer and the Planning Manager. (P)(E)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR ANY PHASE:

89 The subdivision shall have been graded and constructed in accordance with all approved plans including but not limited to site plans, grading plans, wall plans, and landscape plans. (P)(E)

90 Repair any broken or damaged curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development. Any existing driveways that are not to be used shall be replaced with a standard curb, gutter, and sidewalk. (E)

91 Electric Meter Installations: SCE's rules and policies require that all metering equipment be located to provide 24-hour access to the Utility. Metering equipment may be installed inside a building when located in an illuminated meter room directly accessible from the outside and readily accessible 24 hours a day. Southern California Edison requires their approval on all metering equipment prior to installation. (P)(SCE)(B&S)

92 Primary building address numbers shall be located on the building side where the main entrance is located. The development shall display an additional set of numbers on the secondary frontage (street side) when the building does not front on the street of address. Numbers shall be no less than eight inches in height, if located less than 100 feet from the centerline of the addressed street or 12-inches in height if placed further than 100 feet from the centerline of the addressed street. Numbers shall be of a color contrasting to the background to which they are affixed. (PS)

93 The applicant shall comply with the provisions of PMC Chapter 3.40 (Traffic Impact Fee Requirements). The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected pursuant to the provisions of PMC Chapter 3.40. (TE)

94 Street name signs shall be purchased and installed in accordance with City of Palmdale standards. The number and location of signs will be as directed by the City Engineer. (TE)

95 The applicant shall design and construct a traffic signal at the Palmdale Boulevard/52nd Street intersection. Design shall be subject to the approval of the City Engineer. (TE)

THE FOLLOWING CONDITION(S) SHALL BE MET AS AN ON-GOING ELEMENT OF THE PROJECT:

96 The applicant shall fully cooperate with any adjacent property development to provide improved site access in the future. (TE)

97 The installation of speed humps shall be prohibited as required by PMC Section 10.04.100. If any of these devices are installed while this ordinance is in effect the owner shall be required to remove these devices at their own expense. (TE)

Key to Departmental Conditions:

(B&S) Building and Safety Division (661-267-5353)
(E) Engineering Division (661-267-5272)
(F) Los Angeles County Fire Department (661-949-6319)
(Pk) Parks and Recreation Department (661-267-5611)
(P) Planning Division (661-267-5200)
(PA) Public Art (661-267-5686)
(PS) Public Safety Division (661-267-5170)
(SCE) Southern California Edison (661-726-5617)
(TE) Traffic Engineering (661-267-5300)

Economic and Community Development Department
Planning Division

AGR 24-0002

Maison's Palmdale Blvd 150, LLC

City Council
April 17, 2024

Tentative Tract Map 83359

- Located south side of East Palmdale Boulevard between 50th Street East and east of 55th Street East

Density Bonus Agreement

- Density bonus - Increase in the overall number of housing units that may be built on a site in exchange for including affordable housing units in a project
- General Plan Land Use designation and zone of SFR 3
- 120 units are allowed; the applicant proposes to construct a total of 64 detached single-family residential units and 127 ADU’s and JADU’s for a total of 191 residential units. Under California Fair Housing Laws, the proposed ADUs and JADUs are not subject to a jurisdiction's density requirements

Recommendation

Adopt Resolution No. CC-2024-048 recommending City Council approve AGR 24-0002 (A-8767).

City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PARKS & RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-018, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE FIVE-YEAR PUBLIC ART WORK PLAN FOR PROJECTS IN THE CITY OF PALMDALE IN ACCORDANCE WITH CHAPTER 15.01 OF THE PALMDALE MUNICIPAL CODE**

RECOMMENDATION

Adopt Resolution No. CC 2024-018, approving the Five-Year Public Art Work Plan in accordance with Chapter 15.01 of the Palmdale Municipal Code.

BACKGROUND

The City Council adopted Resolution No. CC 2020-084, approving the Public Art Master Plan (Master Plan) and directed staff to implement the Master Plan's recommendations diligently. Consistent with this direction, the Public Art Commission and staff developed an annual Five-Year Public Art Work Plan (Five-Year Plan) that charts current and future public art projects and determines resources and funding priorities. The Five-Year Plan strategy is updated annually to include City-funded projects, public/private partnerships, maintenance, and a conservation plan. The City Council approves the proposed Five-Year Plan as part of the City's annual budget adoption process.

DISCUSSION

The Five-Year Plan sets the course for implementing all municipal public art projects, including the artwork's scope, concept, location, budget, and timeline. The preliminary Public Art Fund balance as of June 30, 2023, is $1,491,630. Most of these funds were allocated from the City's General Fund to initiate the program.

The Public Art Commission reviewed the draft Five-Year Plan at their January 23, 2024, meeting, and the final form was reviewed and discussed at their March 26, 2024, meeting. After discussion, the commission adopted Resolution No. PAC 2024-002, recommending the Five-Year Plan for City Council approval in accordance with Chapter 15.01 of the

Palmdale Municipal Code. The Five-Year Plan is provided herewith for Council consideration.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action. Proposed expenditures for Public Art will be proposed through the annual budget process for FY 2024-25 and future years.

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

ATTACHMENTS

Reso. No. CC 2024-018
Exh A Five-Year Public Art Work Plan
Exh B Five-Year Public Art Work Plan Presentation

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE FIVE-YEAR PUBLIC ART WORK PLAN RECOMMENDED BY THE PUBLIC ART COMMISSION IN ACCORDANCE WITH CHAPTER 15.01 OF THE PALMDALE MUNICIPAL CODE

WHEREAS, on March 26, 2024, the Public Art Commission adopted Resolution No. PAC 2024-002 recommending the Five-Year Public Art Work Plan, attached as Exhibit A, for City Council approval in accordance with Chapter 15.01 of the Palmdale Municipal Code; and

WHEREAS*,* the Public Art Commission of the City of Palmdale shall develop an annual Public Art Work Plan that charts current and future public art projects and determines resources and funding priorities in accordance with Section 3, Item 10 of the Public Art Commission Bylaws; and

WHEREAS*,* the Five-Year Public Art Work Plan sets the course for the implementation of all municipal public art projects; and

WHEREAS*,* the Five-Year Public Art Work Plan will be updated annually to include all proposed projects that meet City of Palmdale Public Art Fund criteria as specified in Chapter 15.01 of the Palmdale Municipal Code; and

WHEREAS*,* Public art in Palmdale has the power to express Palmdale's identity through the built environment and provide equitable access to a diversity of artists and artistic experiences, elevating the role the artist and the creative process play in connecting people and places.

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

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

SECTION 2. In accordance with Section 15.01.050, Section D, of Palmdale's Municipal Code, the Public Art Commission shall present annually to the City Council for approval a public art work plan that recommends the use of public art fund monies.

SECTION 3. In accordance with Section 15.01.070, Section C, Item 10, of Palmdale's Municipal Code, the Public Art Commission will develop an annual public art work plan that charts current and future public art projects and determines resources and funding priorities.

SECTION 4. In accordance with Section 15.01.110, Section B, of Palmdale's Municipal Code, the City Council will approve the annual public art work plan as part of the City's annual budget adoption process, which outlines the projects and expenses the public art program will undertake each year.

SECTION 5. Based on the findings and conclusions set forth above, the City Council hereby approves the Five-Year Public Art Work Plan recommended by the Public Art Commission and staff.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this _____ day of _____, _____.

_____
Austin Bishop, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the _____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

FUNDING PERIOD	PROJECT	LOCATION	FUNDING	NOTES	STATUS	LOCATION PRIORITY
FY 23-24	Palmdale Plein Air Murals	Palmdale City Library	$5K Public Art Fund	Three murals painted on alcoves	Completed September 2023	High
	Temporary artwork to be featured at Kaleidoscope	Palmdale Amphitheater	$9.3K Public Art Fund	Honeycomb Harmonies (musical art installation), four chalk artists, two cellograff artists	Completed October 2023	High
	Antelopes on Parade	Legacy Commons lobby and Palmdale Playhouse lobby	$3K Program Supplies	Two antelope sculptures to be painted by local artists	Completion anticipated by July 2024	Medium
	Small Mural Mentor Program	Three locations on 10th St. E	$9K Public Art Fund	Seasoned muralists were paired with three novice artists to collaboratively design and install murals across Palmdale	Completion anticipated by July 2024	Medium
	Palmdale Playhouse Historical Narrative Mural	Palmdale Playhouse	$100K Public Art Fund	$25K for costs associated with artist selection application management and paint contractor. $75K will cover the artist fee, the stipend for the proposal design, paint, and equipment supplies	Completion anticipated by August 2024	Medium
	Walk on Words	Sam Yellen Park	$1.2K Program Supplies	Theme: Diversity	Installation anticipated by June 2024	Medium
	Undetermined maintenance and repair projects	Various	$10K Contract Services	Various locations, as required	-	-
TOTAL PUBLIC ART EXPENSES FY 23-24			$137,500			
FY 24-25	Antelope Valley Walls	Various City-owned facilities (TBD)	$40K Public Art Fund	Four artists to create four murals	September 2024	High, Medium
	Temporary artwork to be featured at Kaleidoscope	Palmdale Amphitheater	$10K Public Art Fund	Honeycomb Harmonies (musical art installation), 6 chalk artists	October 2024	High
	Sam Yellen Park (Phase II) Public Art Elements	Sam Yellen Park	$175K (1% CIP project contribution to Public Art Fund)	Sculpture ($70K), Performance Engagement ($25K), Ceramic Tile piece - with Elementary School children ($35K); Artist selection and plaques ($5K); Save $40K; Site construction: May 2023 - November 2024	Coordinate with school calendar and construction schedule	Medium
	Sculpture for Roundabout	Ave. S-8 and 40th St. E	$50K Public Art Fund	Site construction: February - September 2024	Coordinate with construction schedule	High
	Palmdale Amphitheater Entertainment Themed Mural	Palmdale Amphitheater	$35K Public Art Fund	Painting contractor: $12K; product: $1K	November 2024 - March 2025	High
	Walk on Words	Sam Yellen Park	$1.2K Program Supplies	Theme: TBD	April - June 2024	Medium
	Undetermined maintenance and repair projects	Various	$10K Contract Services	Various locations, as required	-	-
	McAdam Cultural Art Project - NEA Our Town Grant	William J. McAdam Park	$75K Public Art Fund	Project dependent on grant funding; $75K NEA Grant; additional $75K from Park Development Fund	April 2024: Earliest announcement of grant award or rejection	Medium
TOTAL PUBLIC ART EXPENSES FY 24-25			$396,200			

FUNDING PERIOD	PROJECT	LOCATION	FUNDING	NOTES	STATUS	LOCATION PRIORITY
FY 25-26 through FY 27-28	Courson Park Mural Project	Courson Park	$41.5K Prop 68 Grant Funds	This is a $4,150,000 project funded by Prop 68; 1% will be spent on on-site art to satisfy the requirement of the public art ordinance	To be scheduled	Medium
	Amargosa Temporary Sculptures	Amargosa Creek Natural Park	$30K Public Art Fund		To be scheduled	Medium
	Sculpture for Roundabout	Palmdale Transportation Center	$100K Public Art Fund		To be scheduled	High
	Avenue M	Avenue M Interchange	$250K Measure R Local Return	Partnership with City of Lancaster, LA County, and Caltrans; Two sculptures, retaining wall designs and railing designs	To be scheduled	High
	Walk on Words	Sam Yellen Park	$1.2K Program Supplies	Theme: TBD; annual poetry contest	To be scheduled	Medium
	Temporary artwork to be featured at Kaleidoscope	Palmdale Amphitheater	$10K Public Art Fund	TBD; annual art and music festival	To be scheduled	High
	Undetermined maintenance and repair projects	Various	$10K Contract Services	Various locations, as required; annual budget for maintenance and repair	To be scheduled	-
	Antelope Valley Walls	Various City-owned facilities (TBD)	$40K Public Art Fund	Biennial Antelope Valley mural festival in collaboration with the City of Lancaster	To be scheduled	-
	Back Home sculpture deaccession and removal	Palmdale Transportation Center	$1K Contract Services	Preparing deaccession request for review by the Public Art Commisssion	To be scheduled	High
	Palmdale "Legacy" project	TBD	$500K Public Art Fund	Destination public art to increase tourism appeal	To be scheduled	-

DEPARTMENT OF PARKS AND RECREATION

PALMDALE PUBLIC ART

Exh B: FIVE-YEAR PUBLIC ART WORK PLAN ANNUAL UPDATE

Presented by the Public Art Commission

Chair: Lisa Sarno
Vice-Chair: Nathaniel Ancheta
Commissioner: Doug Grove
Commissioner: Ayeasha Jones
Commissioner: Warren Scherich
Commissioner: Brandon Singleton
Commissioner: Edwin Vasquez

PROGRAM GUIDING PRINCIPLES

Policy & Work Plan Adoption

November 23, 2021	Mural Policy and Guidelines adopted Public Art Guidelines for Developers adopted
April 20, 2022	FY22-23 Five-Year Public Art Work Plan approved by City Council
May 24, 2022	Temporary Artwork Policy adopted
July 26, 2022	Deaccession of Artwork Policy adopted
March 15, 2023	Zoning Clearance Review for installation of public art approved by City Council
April 19, 2023	FY 23-24 Five Year Public Art Work Plan approved by City Council
July 25, 2023	Donations and Loans of Artwork Policy adopted

MUNICIPAL PROJECTS – PUBLIC ART FUND

YEAR	PROJECT	ARTIST	LOCATION
2020	Walk on Words: Everyone Counts	Randy Bass	Sam Yellen Park
	Mural: Poolside Fantasy	Sophia Mavrolas	Courson Park Pool
	Antelopes on Parade: Mandala Antelope	Lori Antoinette	Marie Kerr Park Recreation Center
	Antelopes on Parade: Modern Mars I	Xochilt Garcia	Oasis Park Recreation Center
	Antelopes on Parade: When the Stars Come Out	Debbie Haeberle	Development Services Lobby
	Antelopes on Parade: Pearblossom Antelope	Kierstyn Swann	Development Services Lobby
2021	Mosaic Mural: On Fire	Kris Holladay	Palmdale City Library
	Walk on Words: Palmdale Cares	Martha Gregory	Sam Yellen Park
	Asphalt Art: Peace Together I	Volunteers	DryTown Water Park
	Asphalt Art: Peace Together II	Volunteers	Best of the West
	Mural: Recycle Your Paint	Christopher Minsal	Maintenance Yard
2022	Walk on Words: Dogs in the Park	Linda Terry	Sam Yellen Park
	Kinetic Sculpture: Cosmo	Roger Heitzman	Rancho Vista Park
	Antelope Valley Walls: A New Digital Connection	Sean Banister	Desert Sands Park
	Antelope Valley Walls: Desert Bloom	Kim Sielbeck	Marie Kerr Park Recreation Center
	Antelope Valley Walls: Hummingbirds and Desert Flowers	Christopher Minsal	Palmdale Film Stage
	Antelope Valley Walls: Ravenhorns	Tina Dille	Manzanita Heights Park
	Kaleidoscope: Chalk Artists	Various (5)	Palmdale Amphitheater
	Kaleidoscope: Cellograff Artist	Deon Zender	Palmdale Amphitheater
	Kaleidoscope: Performance Engagement	Living Butterfly Vines	Palmdale Amphitheater
	Sculpture: Revolution	Heath Satow	Palmdale Auto Mall
2023	Walk on Words: Sister Cities	Zsanette Osawaru	Poncitlan Square
	Mural: Reaching Purity	AQMNI	Maintenance Yard
	Kaleidoscope: Interactive musical art installation	Honeycomb Harmonies	Palmdale Amphitheater
	Kaleidoscope: Chalk Artists	Various (4)	Palmdale Amphitheater
	Kaleidoscope: Cellograff Artists	Various (2)	Palmdale Amphitheater
	Murals: Palmdale Plein Air	Rich Gallego	Palmdale City Library

COMMUNITY PROJECTS – ALTERNATE FUNDING

YEAR	PROJECT	COMMUNITY PARTNERS	LOCATION
2020	Marketing Mural: Palmdale Cares	Nuri Amanatullah	10th Street East
2021	Marketing Mural: The Legend Comes Alive	Lori Antoinette	DryTown Water Park
2023	Beautification + Graffiti Removal: Utility Cabinet Wraps	N/A	Citywide
	Veteran Memorial: Battlefield Cross	N/A	Poncitlan Square
	Asphalt Art: Peace Together I Refresh	Community Volunteers	
2024	Mural: SAVES 40th Anniversary	iSERVE Participants	Palmdale SAVES
	Youth Artwork in our Parks: Utility Cabinet Wraps	Various youth artists (9)	Citywide
	Beautification + Graffiti Removal: Utility Cabinet Wraps	Community selects designs	Citywide
Proposed	Graffiti Committee concept for community led tapestries	Residents	Walls subject to frequent graffiti

MURALS ON PRIVATE PROPERTY – PRIVATE FUNDING

YEAR	PROJECT	COMMUNITY PARTNERS	LOCATION
2022	Mural: Lizards of the Antelope Valley	Christopher Minsal	2641 E Palmdale Blvd.
2024	East Palmdale Mural Project: Third Gear	Disrumpo + AQMNI	Andy's Auto Parts
	East Palmdale Mural Project: Silent Echoes	Disrumpo + AQMNI	The Furniture Club
	East Palmdale Mural Project: Modern Ancestry	Disrumpo + AQMNI	Furniture Plus

COMMUNITY OUTREACH

The community engagement process in public art helps to develop criteria for artist selection, the artwork character and location, and provides background information on the project that informs the artist's scope of work. In the Public Art Master Plan, the top four responses from the public art community survey What Makes Palmdale Unique are:

- Diversity (Cultures, Friendly People, Community, Multi-Cultural);
- Landscape (Desert, Joshua Trees, Yucca Trees, Poppies, Lake);
- Aerospace (History, Military, Northrop, Lockheed); and
- Views (Mountains, Sunsets, Sunrises, Stars, Foothills, Blue Skies).

In addition to the themes above, residents are asked to reflect on the property and its impact on the surrounding neighborhood. These topics have been included in our recent public art surveys (English and Spanish). Community outreach for public art projects has been conducted via our online survey portal, available through the City's social media platforms, the monthly newsletter, City-owned facilities, neighborhood watch captains, Partners Against Crime apartment managers, on-site signage and project QR code, and at several City programs hosted at the Palmdale Amphitheater and the Palmdale Playhouse. The results of our 2023 outreach efforts indicates that people identifying as Latino completed the largest number of surveys, averaging at 36%, with people identifying as White following closely at 31%.

FY23-24 PUBLIC ART PROJECTS

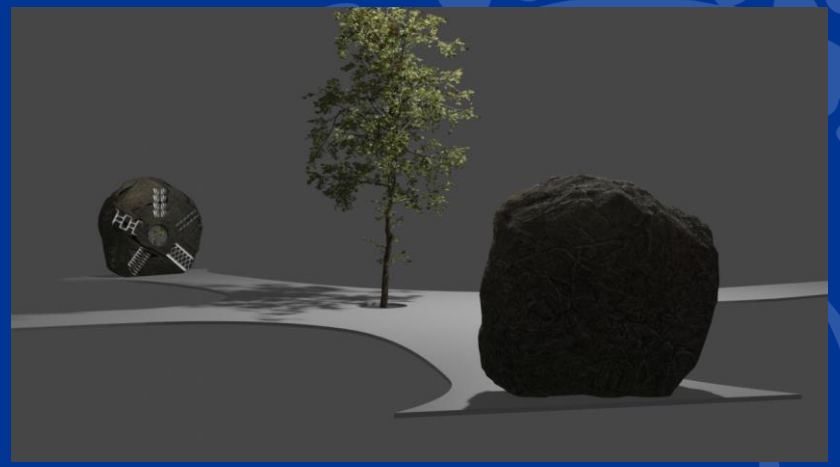
PROJECT	DETAILS	LOCATION	BUDGET
Murals: Palmdale Plein Air	Three murals of local landscape	Palmdale City Library	$5,000
Kaleidoscope: Temporary Artwork	Honeycomb Harmonies interactive musical art installation, Chalk and Cellograff Art	Palmdale Amphitheater	$9,300
Antelopes on Parade	Two antelopes to be painted by local area artists; Outreach completed - themes to reflect on our landscapes and Palmdale's diversity	Palmdale Playhouse and Legacy Commons	$3,000
Small Mural Mentor Program	Three murals pairing experienced artists with local muralists; Outreach completed- themes to reflect on creating meaningful, authentic, and culturally appropriate artworks and on our views	10th Street East	$9,000
Mural: Historical Narrative of the Playhouse	Mural to detail programming history; Outreach completed – themes to reflect on history and impact of the Playhouse and Palmdale's diversity	Palmdale Playhouse	$100,000
Walk on Words	Annual poetry contest; Theme: Diversity	Yellen Park	$1,200
Maintenance Repair Projects	Various undetermined projects, as required	Various	$10,000
		TOTAL	$137,500

FY 24-25 PROPOSED PUBLIC ART PROJECTS

PROJECT	DETAILS	LOCATION	BUDGET
Antelope Valley Walls	Four murals to be painted during event; partnership with City of Lancaster	Palmdale Film Stage, City Hall, Sam Yellen Park, and Pelona Vista Park	$40,000
Kaleidoscope: Temporary Artwork	Honeycomb Harmonies interactive musical art installation, Chalk Art	Palmdale Amphitheater	$10,000
Sam Yellen Park (Phase II)	Sculpture in Gathering Plaza, Performance Engagement, and Ceramic Tile Piece in Building Breezeway (community design meetings TBD); Public Art Commission recommends dogs, sports, and gathering as themes for this park; Outreach completed - themes to reflect on our landscapes and create meaningful, authentic and culturally appropriate artworks.	Sam Yellen Park	$175,000
Sculpture: New City Roundabout	Outreach completed - themes to reflect on our landscapes and on sculpture that enhances our environment and transforms the urban landscape	Ave. S-8 and 40th St. E	$50,000
Mural: Entertainment Theme	Outreach completed - themes to reflect on our our landscapes and our views	Palmdale Amphitheater	$35,000
Walk on Words	Annual poetry contest; Theme: TBD	Yellen Park	$1,200
Maintenance Repair Projects	Various undetermined projects, as required	Various	$10,000
		TOTAL	$321,200

PUBLIC ART PROJECT DEPENDENT ON GRANT FUNDING
IF AWARDED, PROJECT TO BEGIN IN FY24-25 AND COMPLETED IN FY25-26

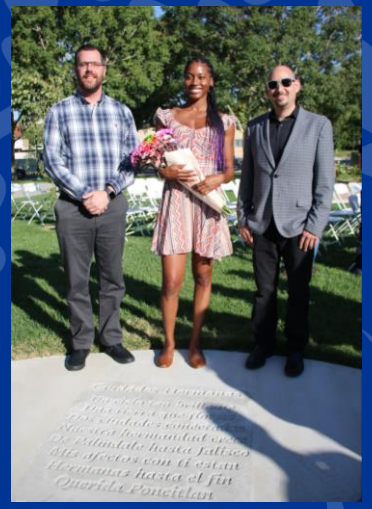
PROJECT	DETAILS	LOCATION	BUDGET
Native American Cultural Art	NEA Our Town Grant proposal includes design and installation of two sculptures in collaboration with Art-In-Residence and five tribal partners: Fernandeno Tataviam Band of Mission Indians Morongo Band of Mission Indians San Fernando Band of Mission Indians San Manuel Band of Mission Indians Tejon Indian Tribe	McAdam Park	$75,000
	Matching grant award or rejection announced Summer 2024	TOTAL	$75,000



Images from work samples submitted with application

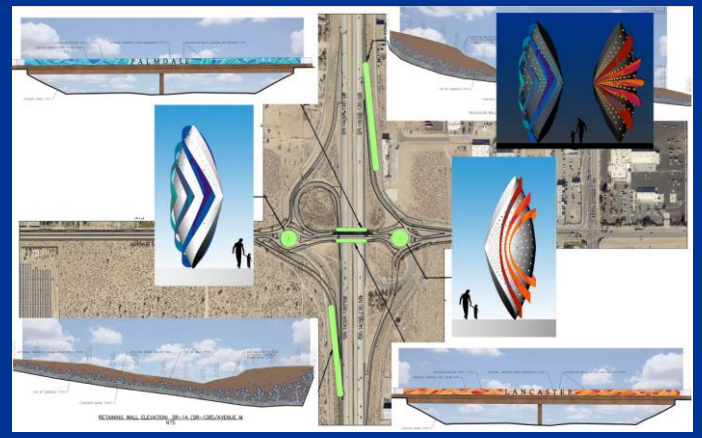
FY 25-26 PROPOSED PUBLIC ART PROJECTS

PROJECT	DETAILS	LOCATION	BUDGET
Mural: Courson Park Project	Prop 68 Grant Funds	Courson Park	$41,500
Temporary Sculptures	Display three existing sculptures on temporary loans from artists to City (1-3 years)	Amargosa Creek Natural Park	$30,000
Kaleidoscope: Temporary Artwork	Ongoing research for compatible projects	Palmdale Amphitheater	$10,000
Walk on Words	Annual poetry contest; Theme: TBD	Yellen Park	$1,200
		TOTAL	$82,700



FY 26-27 THRU FY 28-29 PROPOSED PUBLIC ART

PROJECT	DETAILS	LOCATION	BUDGET
Sculpture: Roundabout	Community Outreach results will inform theme of sculpture	Palmdale Transportation Center	$100,000
Two sculptures, retaining wall designs, and railing designs	Partnership with City of Lancaster, LA County, and Caltrans	Avenue M Interchange	$250,000 (Measure R Fund)
PROJECTS SCHEDULED ANNUALLY			
Kaleidoscope: Temporary Artwork	Ongoing research for compatible projects	Palmdale Amphitheater	$10,000 each year
Walk on Words	Annual poetry contest; Theme: TBD	Yellen Park	$1,200 each year
PROJECT SCHEDULED BIENNIALLY			
Antelope Valley Walls	FY 26-27 and FY28-29	Various (TBD)	$40,000 each year



City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE THIRD AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE CITY OF PALMDALE AND WASTE MANAGEMENT OF CALIFORNIA, INC., DBA WASTE MANAGEMENT OF ANTELOPE VALLEY (WM) FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES FOR ONE-TIME REVENUES OF $8.6M PLUS AN INCREASE IN ANNUAL FRANCHISE FEES FOR A TERM OF 10 YEARS**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Third Amendment to the Franchise Agreement No. A-5852 between the City of Palmdale and Waste Management of California, Inc. dba Waste Management of Antelope Valley (WM) for Integrated Solid Waste Management Services for one-time revenues of $8.6M plus an increase in annual franchise fees for a term of 10 years and,

2. Authorize the City Manager or her designee to execute the Third Amendment for Agreement No. A-5852 for an implementation date of July 1, 2024; including minimal and/or non-substantial changes.

BACKGROUND

On July 1, 2018, the City entered into a Franchise Agreement with Waste Management of Antelope Valley (WM) for Integrated Solid Waste Management services for residents and commercial properties. On September 1, 2019, the City Council approved the First Amendment of the Agreement to clarify language omitted by the then procurement consultant and to prepare for changes in solid waste regulations.

The City of Palmdale continues to work on compliance with the requirements of Senate Bill 1383 (SB 1383). This law was voted in place in 2016 with various requirements including the implementation of an organics recycling program.

DISCUSSION

Under the new proposed scope of services, the following updates have been negotiated and are before you for consideration:

- Ten (10) year agreement term extension, making the new expiration date June 30, 2036;
- One-time adjustment to rates commencing on July 1, 2024. The current Standard Service Rate (FY23/24) of $35.08 will increase to an Estimated Standard Service Rate (FY24/25) of $40.22. This increase includes both the regular annual adjustment outlined in the existing agreement and the negotiated increase;
- Memorialize actual curb miles swept (2,268) from existing (1,505) to account for City growth;
- Increase curb mile rate to align with market rates and better prepare for upcoming changes in law;
- Regular street sweeping performance meetings;
- Consolidates the Biennial Audit fee; and,
- Consolidates the SB1383 Support fee.

The following City benefits were negotiated:

- $8.5M Franchise Extension Fee upon execution of the amendment;
- $100K for cameras to capture illegal dumping activity purchased directly by WM upon execution of the amendment at the direction of the City;
- Franchise Fee adjustment from 14.3% to 17.0%; and,
- To incentivize participation and minimize illegal dumping, simplify and rebalance roll off rates starting July 1, 2024, including a decrease in rates for most utilized sizes (40 yds & 50 yds bins):

The proposed updates to the scope of services present a comprehensive and balanced approach consistent with industry standards and direction. The negotiated changes extend the Agreement term, align rates with neighboring jurisdictions, and improve accountability through performance meetings while adjusting certain fees.

Additionally, the City stands to gain significant benefits, including investments in surveillance technology and adjustments to franchise fees. Moreover, the proposed simplification and rebalancing of roll-off rates aim to provide more equitable pricing for services. Overall, these updates reflect a collaborative effort to enhance service delivery in accordance with current industry practices, addressing the impact of new state regulations and providing funding for state-mandated programs. All remaining contract items not specifically outlined in this amendment, remain in full force and effect.

FISCAL IMPACT

$8.6M; includes one-time revenues of $8.5M plus $100,000 in cameras; the third amendment will provide updates and additions to WM's rate structure starting in July 2024.

STRATEGIC PLAN

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

C. Use a variety of methods to communicate timely, useful, and trusted information about city programs, services and policies.

Goal III: Invest in infrastructure to improve community livability.

B. Implement and administer environmentally sustainable programs.

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

ATTACHMENTS

Agrmt No. A-5852 Third Amendment with Waste Management
Agrmt No. A-5852 Second Amendment with Waste Management
Agrmt No. A-5852 First Amendment with Waste Management
Agrmt No. A-5852 Waste Management

THIRD AMENDMENT TO AGREEMENT A-5852 BETWEEN

CITY OF PALMDALE AND

WASTE MANAGEMENT OF CALIFORNIA, INC.

FOR

INTEGRATED SOLID WASTE MANAGEMENT SERVICES

* * *

[DATE]

THIRD AMENDMENT TO AGREEMENT A-5852 BETWEEN THE CITY OF PALMDALE AND WASTE MANAGEMENT OF CALIFORNIA, INC.

This Third Amendment to Agreement No. A-5852 (“Third Amendment”) is made and entered into by and between the City of Palmdale (hereinafter called "City") and Waste Management of California, Inc., a California corporation (hereinafter called "Company") as of the date signed by both parties, set forth below, for the collection, transportation, recycling, processing and disposal of residential, commercial and industrial solid waste and other services related to meeting the requirements of the California Integrated Waste Management Act of 1989 (AB 939) and other applicable law.

RECITALS:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, City declares its intention of maintaining reasonable rates and quality service related to the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services; and,

WHEREAS, the City and Company entered into a Solid Waste Franchise Agreement effective July 1, 2018, City of Palmdale Agreement Number A-5852 (“Franchise Agreement”) whereby Company was franchised to provide exclusive residential, commercial and industrial solid waste services in the City; and,

WHEREAS, the City and Company entered into a First Amendment to Solid Waste Franchise Agreement, City of Palmdale Agreement Number A-5852, effective September 1, 2019 (“First Amendment”); and,

WHEREAS, the City and Company entered into a Second Amendment to Solid Waste Franchise Agreement, City of Palmdale Agreement Number A-5852, effective July 1, 2022 (“Second Amendment”); and,

NOW, THEREFORE, City and Company ("Parties") hereto desire to revise the terms and conditions of said Franchise Agreement, as amended by the First Amendment and Second Amendment (collectively “Amended Franchise Agreement”) to, among other things, extend the term of the Amended Franchise Agreement, as set forth below; and,

NOW THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Third Amendment shall become effective as of July 1, 2024.

2. As part of the consideration for entering into this Third Amendment, Company has agreed to purchase certain digital camera equipment on City’s behalf, which the City will use to monitor

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illegal dumping activity in the City. Upon execution of this Third Amendment, the parties shall meet and confer to determine the digital camera equipment needed and, subject to and in accordance with Company and the City's respective procurement and purchasing policies, Company shall purchase such digital camera equipment on the City's behalf, for an amount not to exceed One Hundred Thousand Dollars ($100,000).

3. **Section 1.32** is amended and restated in its entirety as follows:

"Gross Receipts" means all monetary amounts actually collected by the Company for the collection of Solid Waste pursuant to this Agreement. The term Gross Receipts, for purposes of this Agreement, shall not include the Franchise Fee and any other fees, charges, or surcharges paid by Contractor to City under Article 3 of this Agreement (including, without limitation, the Franchise Fee and the Franchise Extension Payment), interest, revenues generated from the sale of Recyclable Material (including Department of Conservation rebates), Organic Waste or other receipts from state and local government accounts (including amounts paid to or retained by Company pursuant to Section 3.3).

4. **Section 2.4** is amended and restated in its entirety as follows:

2.4 Term of Agreement

The term of this Agreement (the "Term") shall commence July 1, 2018 and expire on June 30, 2036, subject to extension as provided in Section 2.5, as applicable. Notwithstanding the foregoing, the unexcused failure or refusal of Collector to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

5. **Section 2.5** is amended and restated in its entirety as follows:

2.5 Option to Extend

The Term may be extended by mutual agreement of the parties for a period of no less than one (1) year and no more than two (2) additional years. If either party desires to extend the Term, such party shall provide the other party with written notice of its desire to extend the Agreement at least ninety (90) days before the expiration of the then applicable Term. Such notice shall specify the desired duration of the extension.

6. **Section 3.2** is amended and restated in its entirety as follows:

3.2.1 Franchise Fee.

In consideration of the Franchise granted pursuant to this Agreement and the value of its exclusivity, the Company agrees that it is appropriate that it compensate City for that privilege and its commercial value. Commencing July 1, 2024, Company shall pay to City a Franchise Fee equal to seventeen percent (17%) of the Gross Receipts derived from services rendered to accounts within the City. In accordance with Section 1.32, Gross Receipts excludes amounts billed and collected for the Franchise Fee and the Franchise Extension Payment.

3.2.2 Payment of Franchise Fee.

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Company shall pay to City the Franchise Fee for each quarter of the Operating Year within thirty (30) days following the close of each successive calendar quarter. Each such payment by Company to City shall be accompanied by a statement setting forth total Gross Receipts collected by Company, the computation of the total Franchise Fee due and other such information relating to the calculation and payment of this fee as may be reasonably requested by the City Manager.

7. **Section 3.5** is amended and restated in its entirety as follows:

8. **3.5 [RESERVED]Section 3.10** is amended and restated in its entirety as follows:

If the fees, as provided in Sections 3.1, 3.2, 3.3, 3.4, 3.6, 3.7 and 3.8 are not paid by the specified dates as described above, Company shall pay to City a penalty in an amount equal to two percent (2%) of the amount that is late, plus interest at a rate of ten percent 10% per annum prorated to each day of delinquency. City may charge the same late payment penalties for other payments due to City pursuant to the terms thereof.

9. **Section 3.11** is amended and restated in its entirety as follows:

3.11 Franchise Extension Fee.

Company will pay to the City Eight Million Five Hundred Thousand Dollars ($8,500,000.00) (the "Franchise Extension Payment") on July 1, 2024. In the event this Agreement is terminated prior to expiration of the Term for any reason other than for an event of default under Section 11.4 and in accordance with Section 11.5 of this Agreement, Company shall prorate the Franchise Extension Payment as of that date. The City shall reimburse to Company such prorated Franchise Extension Payment within ninety (90) days of the date of the City's notice of termination.

10. **Section 4.5.5(C)** is amended and restated in its entirety as follows:

Company shall be entitled to a rate adjustment to the rates set forth in Exhibit A under Section 6.5 of this Agreement if the number of curb miles swept substantially increases without a proportional increase in the number of customers. Company and City shall meet and confer in good faith to determine the increase in the number of curb miles and the resulting adjustment to the rates.

11. A new **Section 4.11.2(K)** is added:

K) **Zero- and Near-Zero Emissions Vehicles.** The City and Company agree that Company's obligations and/or scope of services under this Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing applicable law apply to any Company's vehicles used in the provision of services under this Agreement during the Term, then the City and Company agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such applicable law, and Company shall be entitled to a rate adjustment for such change in Company's obligations and/or scope of services under this Agreement.

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12. **Section 8.2.6** is amended and restated in its entirety as follows:

    8.2.6 [RESERVED]

13. Exhibit A is hereby amended and restated in its entirety with Exhibit A attached hereto.

14. Unless revised in this Third Amendment, all other terms and conditions of the Franchise Agreement, First Amendment, and Second Amendment remain in full force and effect. To the extent that any capitalized term used herein is not defined in this Third Amendment, the First Amendment, Second Amendment, or the Franchise Agreement, those terms shall have the meanings ascribed to them in 14 CCR Section 18982(a).

15. Each Party hereby represents and warrants to the other Party that: (a) It has the full right, power, and authority to enter into this Third Amendment and to perform its obligations hereunder; and (b) The execution of this Third Amendment by the individual whose signature is set forth at the end of this Third Amendment on behalf of such Party, and the delivery of this Third Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

16. This Third Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California without reference to its conflicts of law principles.

17. The Parties each agree to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Third Amendment. The Parties each agree to act reasonably in exercising any action, discretion, judgment, approval or extension of time that may be required to affect the purpose and intent of this Third Amendment.

18. This Third Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Third Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Third Amendment.

19. This Third Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[*signature page follows*]

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

CITY OF PALMDALE:

Ronda Perez Date
City Manager

ADDRESS FOR NOTICE:
CITY OF PALMDALE
Public Works Department
38250 Sierra Hwy
Palmdale, CA 93550

WASTE MANAGEMENT OF CALIFORNIA, INC.:

Mike Hammer Date
President – Southern California Area

ADDRESS FOR NOTICE:
Waste Management of California, Inc.
Attn: Assistant General Counsel
9081 Tujunga Ave.
Sun Valley, CA 91352

APPROVE AS TO FORM:

William P. Curley, III
Interim City Attorney

ATTEST:

Rochelle Scott
Acting City Clerk

ATTEST: If Corporation

Asteghik Khajetoorians
Assistant Secretary

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EXHIBIT A

FEE SCHEDULE

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CITY OF PALMDALE
CITY CLERK ORIGINAL

SECOND AMENDMENT TO AGREEMENT A-5852 BETWEEN CITY OF PALMDALE AND WASTE MANAGEMENT OF CALIFORNIA, INC., DBA WASTE MANAGEMENT OF ANTELOPE VALLEY FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES

* * *

July 1, 2022

SECOND AMENDMENT TO AGREEMENT A-5852 BETWEEN THE CITY OF PALMDALE AND WASTE MANAGEMENT OF CALIFORNIA, INC. DBA WASTE MANAGEMENT OF ANTELOPE VALLEY

This Second Amendment to the Solid Waste Franchise Agreement ("Second Amendment") No. A-5852 is made and entered into by and between the City of Palmdale (hereinafter called "City") and Waste Management of California, Inc., a California corporation, dba Waste Management of Antelope Valley (hereinafter called "Company") for the collection, transportation, recycling, processing and disposal of residential, commercial and industrial solid waste and other services related to meeting the requirements of the California Integrated Waste Management Act of 1989 (AB 939) and other applicable law.

RECITALS:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 341 (California Public Resources Code Section 41780.01(a) et seq.), has declared that it is the policy goal of the state that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, Assembly Bill 341 requires businesses that generate four cubic yards or more of commercial solid waste per week or multifamily residential dwelling of five units or more arrange for the reuse, recycling, composting, or other forms of diverting waste from landfills; and,

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 1826 (California Public Resources Code Section 42649.8 et seq.), requires that certain businesses arrange for recycling services specifically for Organic Waste; and,

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 1826 (California Public Resources Code Section 41881.3 et seq.), mandated that use of green material as alternative daily cover does not constitute diversion through recycling; and

WHEREAS, the Legislature of the State of California, by enactment of Senate Bill 1383 (California Public Resources Code Section 39730.6 et seq.) ("SB 1383"), has declared methane emissions reduction goals of a 50-percent reduction in the level of the statewide disposal of Organic Waste from the 2014 level by 2020, and a 75-percent reduction in the level of the statewide disposal of Organic Waste from the 2014 level by 2025; and

WHEREAS, CalRecycle has adopted regulations to implement the requirements of SB 1383, effective on January 1, 2022. For the purposes of this Second Amendment, "SB 1383 Regulations" refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions

regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR; and

WHEREAS, the City's estimated diversion rate was 71% in 2018; and,

WHEREAS, pursuant to California Public Resources Code Section 40000 et. seq., including section 49300 inclusive, the City has determined that the public health, safety, and well-being require that an exclusive Franchise be awarded to a qualified company for the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, City declares its intention of maintaining reasonable rates and quality service related to the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services; and,

WHEREAS, the City and Company entered into a Solid Waste Franchise Agreement effective July 1, 2018, City of Palmdale Agreement Number A-5852 ("Franchise Agreement") whereby COMPANY was franchised to provide exclusive residential, commercial and industrial solid waste services in the City; and,

WHEREAS, the City and Company entered into a First Amendment to Solid Waste Franchise Agreement, City of Palmdale Agreement Number A-5852, effective September 1, 2019 ("First Amendment"); and,

NOW, THEREFORE, City and Company ("Parties") hereto desire to revise the terms and conditions of said Franchise Agreement, as amended by the First Amendment, as set forth below; and,

NOW THEREFORE, the Parties agree as follows:

1. The effective date of this Second Amendment is July 1, 2022.

2. **Section 1.28** is modified by adding the following to the last sentence: Edible Food separated for Food Recovery shall not be considered Food Waste.

3. **Section 1.53** is changed from "Source Separated" to "Source Separated Recyclable Material."

4. **Section 1.61** is added:

   "Blue Container" means, in accordance with 14 CCR Section 18982(a)(5), a container where either the lid of the container is blue in color or the body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color.

5. **Section 1.62** is added:

"Edible Food" means, in accordance with 14 CCR Section 18982(a)(18), food intended for human consumption. For the purpose of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded.

6. **Section 1.63** is added:

"Food Recovery" means, in accordance with 14 CCR Section 18982(a)(24), actions to collect and distribute food for human consumption which otherwise would be disposed.

7. **Section 1.64** is added:

"Food Recovery Organization" means, in accordance with 14 CCR Section 18982(a)(25), an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities including, but not limited to: A food bank as defined in Section 113783 of the Health and Safety Code; A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and, A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

8. **Section 1.65** is added:

"Food Recovery Service" means, in accordance with 14 CCR Section 18982(a)(26), a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery.

9. **Section 1.66** is added:

"Gray Container" means, in accordance with 14 CCR Section 18982(a)(28), a container where either the lid of the container is gray or black in color or the body of the container is gray or black in color and the lid is gray or black in color. Hardware such as hinges and wheels on a gray container may be any color.

10. **Section 1.67** is added:

"Green Container" means, in accordance with 14 CCR Section 18982(a)(29), a container where either the lid of the container is green in color or the body of the container is green in color and the lid is green, gray, or black in color. Hardware such as hinges and wheels on a green container may be any color.

11. **Section 1.68** is added:

"Source Separated Green Container Organic Waste" or "SSGCOW" means organic waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator excluding carpets, Non-Compostable Paper, and textiles. SSGCOW is a subset of Organic Waste.

12. A new **Section 2.9.1 (O)** is added:

    Edible Food. Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.

13. A new **Section 2.9.1 (P)** is added:

    Food and Beverage Byproducts. The hauling of byproducts from the processing of food or beverages and use of such materials as animal feed if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) processing byproducts, are Source Separated by the Generator of the byproducts, and are not discarded; and if the use as animal feed is in accordance with 14 CCR Section 18983.1 (b)(7). Without limiting the generality of the foregoing, Organic Waste discarded by the Generator and collected by the Company in accordance with this Agreement, as amended, and the SB 1383 Regulations shall not be considered food and beverage byproducts, and may not be collected by any third party for such purpose.

14. A new **Section 2.9.1 (Q)** is added:

    On-Site or Community Composting. Organic Waste that is composted or otherwise legally managed at the site where it is generated or at a Community Composting Site, as defined in 14 CCR Section 18982(a)(8).

15. A new **Section 2.16** is added:

    Generator Waivers. All Customers shall subscribe to the Solid Waste Handling Services, including Organic Waste services, provided by Company under the Agreement unless the City grants a Customer a de minimis waiver, physical space constraint, or collection frequency waiver in accordance with 14 CCR Section 18984.11. When the City grants a waiver to a Customer, the City shall notify Company within seven (7) business days of the waiver approval with information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. Company shall have seven (7) business days to modify the Customer's Service Level accordingly.

16. **Section 3.3** is deleted in its entirety and replaced with the following:

    A) To support the City's outreach and administration related to AB 939 programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this Agreement, Company will pay to City an AB 939 support fee. As of the effective date of this Second Amendment, the AB 939 support fee shall be $187,000 per year which shall be adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The AB 939 support fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

    B) The AB 939 support fee is an annual payment to fund City staff attending to compliance of AB 939 and have responsibility for coordination of Solid Waste and Recycling activities.

C) The initial amount of $187,000 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

17. **Section 3.4** is deleted in its entirety and replaced with the following:

A) To support the City's administration related to Street Sweeping Programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this Agreement, Company will pay to City, as of the effective date of this Second Amendment, a Street Sweeping support fee in the amount of $26,922.27 per year, to recover street sweeping services costs. The Street Sweeping support fee shall be adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The Street Sweeping support fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

B) The Street Sweeping support fee is an annual payment to partially fund a City position designated as Street Maintenance Supervisor, who will have responsibility for coordinating all street sweeping activities.

C) The initial amount of $26,922.27 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

18. **Section 3.5 (B)** is deleted in its entirety and replaced with the following:

B) The audit fee shall be $89,000 for the first payment due December 31, 2019, and $69,000 for the second audit fee due December 31, 2021. Subsequent biennial audit fees shall be $69,000, adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a).

19. **Section 3.6** is deleted in its entirety and replaced with the following:

3.6 Software Fee

A) To support the City's mobile phone application and SB 1383 compliance tracking efforts, Company will pay to City a Software fee in the amount of $37,000 per year, which shall be adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The Software fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

B) The Software Fee is an annual payment to fund the City's mobile phone application for residents to obtain information on Company's services and to assist the City with its compliance tracking efforts.

C) The initial amount of $37,000 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

20. **Section 3.7** is deleted in its entirety and replaced with the following:

3.7 Abandoned Item Abatement Program Fee

A) To support the City's collection of abandoned items, Company will pay to City an Abandoned Item Abatement Program fee in the amount of $290,000 per year, which shall

be adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The Abandoned Item Abatement Program fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

B) The Abandoned Item Abatement Program Fee is an annual payment to partially fund City's efforts to address abandoned items and illegal dumping in the City.

C) The initial amount of $290,000 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

21. A new **Section 3.11** is added:

Section 3.11 SB1383 Fees.

A) To support the City's outreach and administration related to SB 1383 programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this agreement, Company will pay to City an SB 1383 support fee estimated in the amount of $100,000 per year, such amount to be prorated for the first year following the effective date of the Second Amendment (the "SB 1383 Fee"). The SB 1383 Fee shall be adjusted thereafter in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The SB 1383 Fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

B) The SB 1383 Fee is an annual payment to fund City staff attending to the compliance and have responsibility for coordination of SB 1383 activities.

C) The initial amount of $100,000 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

22. **Section 4.5.3** is revised to make its provisions applicable to also include Organic Waste containers and to add the following after the first sentence in the Section: Notwithstanding the foregoing, Company shall not be required to provide more than 24 Roll-off Boxes per year at no cost to the City for cleanup campaigns. Any additional Roll-off Boxes per year requested by the City shall be subject to a charge in accordance with Exhibit A, as may be adjusted pursuant to this Agreement. In addition, Company shall provide portable toilets and hand wash stations if needed for City sponsored events and cleanup campaigns up to a value of $5,000.00 per year at no cost to the City.

23. **Section 1.24, Section 1.58, Section 4.5.1, Section 4.7.1, Section 4.8.2, Section 4.10, and Section 4.11.1** are revised to make their provisions applicable to Organic Waste, and every reference to "Green Waste" shall be replaced with "Organic Waste."

24. **Section 4.7.4, Processing of Organic Waste**, is modified by adding the following after the last sentence: Notwithstanding the foregoing, Company shall not be required to deliver Organic Waste collected under the Agreement to a facility or operation that does not accept such Organic Waste or is unable to process or recover such Organic Waste, as determined by that facility or operation in its sole discretion.

25. **Section 4.7.5, POWR Facility** is deleted in its entirety and replaced with the following:

City and Company agree to work in good faith to explore mutually acceptable solutions for the processing of Organic Waste that would provide for diversion credit toward the state's goal of seventy-five percent (75%) diversion.

26. **Section 4.8.3, Contamination Monitoring Hauler Route Reviews** is added:

Commencing on or before July 1, 2022, the Jurisdiction and the Company shall conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is reasonably deemed safe by the Jurisdiction; and, is conducted in a manner that results in all Hauler Routes being reviewed at least annually as set forth below.

1. Methodology and Frequency

The Company shall conduct a route review utilizing WM Smart Truck℠ Technology. Collection trucks will be equipped with GPS and image capture technology, which will allow Company to capture real time data of every container serviced in a route, associating each container service with a customer in Company's database.

Route reviews will be conducted in accordance with the methodology set forth: Hauler Routes will be reviewed for Prohibited Container Contaminants in Collection Containers such that a minimum of five percent (5%) of Containers on every Hauler Route are reviewed annually. The data collected from Hauler Route reviews will be analyzed and instances of contamination will be recorded. Notices of recorded contamination incidents will be sent to generators along with targeted education materials. A summary report of instances identified during the review period and notices sent will be provided to the City to supplement its annual reporting to CalRecycle. The Company shall submit any proposed modifications to the route review methodology for the coming year to the City no later than June 30 of each fiscal year describing its proposed modification for the fiscal year. Such proposed modification shall comply with 14 CCR Section 18984.5(b).

2. Notices to Generators

Upon finding Prohibited Container Contaminants in a Container, City and Company, intends to notify the Generator by attaching or adhering a notice, courtesy pick-up notice, notice of assessment of a contamination processing fee, and/or non-collection notice to the Generator's Container(s), gate, or door; or sending the notice by mail, email, text, or otherwise electronically messaging a digital courtesy pick-up notice, digital notice of assessment of a contamination processing fee, and/or digital non-collection notice to the Generator.

3. Company Response to Notices

When Company Provides Courtesy Notices or Notices of Assessment of Contamination Processing Fees, Company is instructed to Collect the contaminated Source Separated Recyclable Materials or SSGCOW in these containers.

4. Record Keeping and Billing

Company will maintain records of the non-collection notices, courtesy pick-up notices, and contamination processing fee notices.

27. **Section 4.9 Recycling Contamination** (as amended by the First Amendment) is revised to make its provisions applicable to both Recyclable Materials and Organic/Green Waste Containers and apply to both Residential Accounts and Commercial Accounts; provided, however, that Company is not authorized to remove Recyclable Materials Containers from Residential Accounts under subsection (B) and subsection (B) is deleted in its entirety. Company is permitted to notify Customers by mail, email, text other electronic means, or a container tag, providing an explanation of contamination for Recyclables and Organics/Green Waste containers as required under Section 4.9(A) and take follow up actions as outlined in Section 4.9(C), as amended by this Second Amendment.

28. **Section 4.9(C)** is deleted in its entirety and replaced with the following:

For the third and subsequent occurrences within a rolling twelve-month period where Company documents that a particular premise has a Recyclable Materials, Organic/Green Waste, or Solid Waste Container with contamination, Company may collect the contaminated container as refuse for disposal or service the Recyclable Materials or Organic Waste Container, and in addition may charge the premises a Contaminated Recycling and Organics Container Fee, in the amount set forth on Exhibit A. In addition to prevent future incidents of contamination, Company may in its sole discretion take the following actions: (1) deliver additional or larger Containers to the premises, or require additional weekly collections and charge the premises for such increased or additional services at the rate set forth on Exhibit A; (2) for Customers receiving Bin service, install locking Bins and charge the Customer for such; or (3) remove the offending Container. Any increased capacity or collection frequency, or the removal of an offending Container, will remain in effect until Company determines that it is no longer needed to prevent contamination.

At least ten (10) days prior to taking the actions described in (1), (2), or (3) above, Company's representative shall contact the Customer by phone, text, other electronic means, U.S. mail, e-mail or in person to confirm that Customer has the appropriate level of service. Company shall notify the City within five (5) business days of taking these actions. The City will consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of contamination. All of the City's costs of pursuing such remedies shall be recoverable from the offending Customer.

29. **Section 4.11.2(J)(1)** is deleted in its entirety and replaced with the following:

Vehicle Types. Company is required to use low-emission or alternative fueled, state-of-the-art, regenerative air and/or mechanical broom sweepers that are certified to meet all Local, State and Federal Environmental Protection Agency (EPA) and National Pollution Discharge Elimination System (NPDES) compliance mandates. Vehicles must not be over ten (10) years in age.

30. **Section 4.11.3 (A)(2)** is deleted in its entirety and replaced with the following:

The Green Container shall be provided for the collection of Organic Waste. The Green Container shall be intended for the collection of Organic Waste only and not non-organic

waste. The contents of the Green Container shall be transported to a facility that recovers source separated organic waste.

The Blue Container shall be provided for the collection of non-organic recyclables only but may include the following types of organic wastes: paper products, printing and writing paper. The contents of the Blue Container shall be transported to a facility that recovers the materials designated for collection in the Blue Container.

The Gray Container shall be for the collection of Refuse only.

31. **Section 5.3.4** is revised to provide that the Recycling Coordinator may also assist the City with administering those portions of the California Code of Regulations Title 14, Division 7, Chapter 12 regulations applicable to Company.

32. **Section 6.4.2, Rate Adjustment Calculation** is deleted in its entirety and replaced with the following:

On each July 1 during the term hereof, commencing July 1, 2023, the Rates shall be adjusted annually based upon percentage changes in the Service Component and the Diversion and Disposal Component as set forth below, with initial weighting of each being, respectively, 54% for the Service Component and 46% for the Diversion and Disposal Component, subject to re-weighting as set forth in Section 6.4.2(c). An example calculation is set forth in Exhibit B-1.

(a) Service Component Adjustment. The Service Component shall be adjusted annually by the percentage change in the Consumer Price Index Garbage and Trash Collection (U.S. City Average; Series ID: CUUR0000SEHG02, CUUS0000SEHG02; Base Period – December 1983=100) as published by the United States Department of Labor, Bureau of Labor Statistics, not seasonally adjusted, calculated as follows: The CPI adjustment will be calculated using the average of the monthly percentage changes in the CPI index between the Current Measurement Period (defined as the 12 months ending the last day of December of the current year preceding the adjustment date) and the Prior Measurement Period (defined as the 12 months ending the last day of December of the prior year).

(b) Diversion and Disposal Component. The Diversion and Disposal Component shall consist of the percentage change in the average Diversion and Disposal cost per ton for the Current Measurement Period compared to the average Diversion and Disposal cost per ton for the Prior Measurement Period. The Diversion and Disposal cost per ton for each measurement period shall be the sum of the Recycling Processing Factor, the Organic/Green Waste Processing Factor and the Solid Waste Factor for the measurement period divided by the total tons for that period. Each of the factors comprising the Diversion and Disposal Component are defined as follows:

(i) Recycling Processing Factor. The Current Recycling Processing Factor equals the total tons of Recyclable Material delivered to the Recycling Facility(ies) for the Current Measurement Period multiplied by the average of the monthly processing fees charged at the Recycling Facility(ies) during the Current Measurement Period. The Prior Recycling Processing Factor equals the total tons of Recyclable Material

delivered to the Recycling Facility(ies) for the Prior Measurement Period multiplied by the average of the monthly processing fees charged at the Recycling Facility(ies) during the Prior Measurement Period.

(ii) Organic/Green Waste Processing Factor. The Current Organic/Green Waste Processing Factor equals the total tons delivered to the Organic/Green Waste Processing or Transfer Facility(ies) for processing or transfer during the Current Measurement Period multiplied by the average of the monthly per ton organic waste processing or transfer fees charged at the Organics/Green Waste Processing or Transfer Facility(ies) for the Current Measurement Period. The Prior Organic/Green Waste Processing Factor equals the total tons delivered to the Organics/Green Waste Processing or Transfer Facility(ies) for processing during the Prior Measurement Period multiplied by the average of the monthly per ton organic waste processing or Transfer fees charged at the Organics/Green Waste Processing or Transfer Facility(ies) for the Prior Measurement period.

(iii) Solid Waste Factor. The Current Solid Waste Factor equals the total tons delivered to the Landfill Facility(ies) for disposal during the Current Measurement Period multiplied by the new calculated per ton disposal fee for the new rate period. The Prior Solid Waste Factor equals the total tons delivered to the Landfill Facility(ies) for disposal during the Prior Measurement Period multiplied by the prior calculated per ton disposal fees for the prior rate period. The Solid Waste Factor per ton rate shall be adjusted by the same percentage used for the Service Component.

(c) Weighting. The initial weighting of the Diversion and Disposal Component shall be 46% and of the Service Component shall be 54% and shall apply to the July 1, 2023 rate adjustment, and then, after each current year rate adjustment is calculated, the Service and Diversion and Disposal Components will be re-weighted as shown in Exhibit B-1 to reflect their new relative percentages of the rates, and those new weightings will be used for the following year's rate adjustment.

(d) Permanent Roll-off Box Services Adjustment. The annual rate adjustment for permanent Roll-off Box Services shall be as follows. For permanent Roll-off Box Services, the Customer shall be charged a pull charge and the applicable processing/disposal cost per ton multiplied by the number of tons. The pull charge shall be adjusted by the Service Component and the processing/disposal cost per ton shall be adjusted to equal the new Recycling, Organics/Green Waste or Landfill Facility's rate, as applicable.

(e) Other Roll-Off Waste Streams. The per ton rate for Construction and Demolition, Clean Concrete and Wood, or any other waste streams not yet mentioned, shall be adjusted by the same percentage used for the Service Component.

33. The current Exhibit A is deleted in its entirety and replaced with Exhibit A attached hereto and incorporated by this reference as though fully set forth herein. Notwithstanding anything to the Contrary, the Exhibit A attached hereto shall include a "Contaminated Recycling and Organics Container Fee."

34. Exhibits B-1 and B-2 are deleted in their entirety and replaced with Exhibit B-1 attached hereto and incorporated by this reference as though fully set forth herein.

35. All references in the Agreement to Refuse Cart(s), Recycling Cart(s), and Green Waste Cart(s) shall be replaced with Gray Container, Blue Container, and Green Container, respectively.

36. Unless revised in this Second Amendment, all other terms and conditions of the Agreement and First Amendment remain in full force and effect.

37. Each Party hereby represents and warrants to the other Party that: (a) It has the full right, power, and authority to enter into this Second Amendment and to perform its obligations hereunder; and (b) The execution of this Second Amendment by the individual whose signature is set forth at the end of this Second Amendment on behalf of such Party, and the delivery of this Second Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

38. This Second Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Second Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Second Amendment.

39. This Second Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[*signature page follows*]

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

CITY OF PALMDALE:

6/30/22

Ronda Perez — Date
Interim City Manager

ADDRESS FOR NOTICE:
CITY OF PALMDALE
Public Works Department
38250 Sierra Hwy
Palmdale, CA 93550

WASTE MANAGEMENT OF CALIFORNIA, INC., dba WASTE MANAGEMENT OF ANTELOPE VALLEY:

6-27-22

Mike Hammer — Date
President-Southern California Area

ADDRESS FOR NOTICE:
Waste Management of California, Inc.
Attn: President-Southern California Area
9081 Tujunga Ave.
Sun Valley, CA 91352

APPROVE AS TO FORM:

Scott E. Porter
Acting City Attorney

ATTEST:

For Rochelle Scott, DCC

Shanae Smith
City Clerk

ATTEST: If Corporation

Assistant Secretary

EXHIBIT A
FEE SCHEDULE

Following are the rates for July 1, 2022 through June 30, 2023:

Monthly Residential Cart Service Rates*		
Standard Service includes one Refuse, one or more Recycling, and one or more Green Waste Carts. All carts are 96- gallon (except Super Recycler Rate).		
	With Street Sweeping	**Without Street Sweeping**
Standard Service	$33.41	$32.23
Low-Income Senior Rate – 20% off standard rate	$26.74	$25.79
Super Recycler Rate – 32-gallon refuse cart (1)	$26.74	$25.79
Mobile Home (per sp.)	$27.01	N/A
Mobile Home w/ GW (per sp.)	$30.48	N/A
Mobile Home 96-gal w/ GW (per sp.)	$32.23	N/A
Duplex	$44.91	$43.32
Triplex	$54.00	$52.06
Fourplex	$82.89	$79.95
Apartment 5+ (per unit)	$17.67	$17.05
Additional Refuse Cart – above one	$17.54	$17.54
Additional Recycling Cart	No charge	No charge
Additional Green Waste Cart	No charge	No charge

Other Residential Rates and Services* (Charged in Addition to Monthly Cart Service Rates)	
Walk-Out Service – authorized disabled Customers	No charge
Specialized Cart Lock Service (per cart)	$0.54/month
Special Bulky Item Pick-up (over two free per year for Single-Family and Multi-Family Residents)	$27.60 per pickup
Residential Contaminated Recycling and Organics Containers	$22.40
Residential Account Reactivation Fee (only if Carts were removed for nonpayment) ($50 discount applied upon enrollment in automatic payment plan)	$100.31 per reactivation
At-Your-Door HHW Collection Service (2)	$0.99/month

*Including all City fees.

(1) Super Recycler Rate includes one 32-gallon refuse cart, one 96-gallon recycling cart, and one 96-gallon green waste cart.

(2) At-Your-Door HHW Collection Service is an optional service provided and charged to all residential accounts if approved by City Council.

EXHIBIT A
FEE SCHEDULE CONTINUED

Following are the rates for July 1, 2022 through June 30, 2023:

Monthly Bin and Commercial Cart Rates*							
Container Size	Pickups per week						
	1	2	3	4	5	6	Extra Pickup
Refuse Containers							
Commercial Cart (1)	$41.73	$83.46	$125.19	N/A	N/A	N/A	$21.27
1 yard Bin	$83.26	$150.70	$202.16	$253.70	N/A	N/A	$32.05
1.5 yard Bin	$102.79	$183.60	$254.25	$295.78	$476.49	$555.09	$48.08
2 yard Bin	$118.84	$211.28	$271.93	$248.27	$510.79	$594.08	$60.16
3 yard Bin	$170.40	$287.84	$413.23	$517.46	$555.52	$612.14	$68.21
4 yard Bin	$198.08	$372.31	$530.68	$670.53	$762.75	$817.92	$78.23
6 yard Bin	$269.28	$456.56	$601.56	$802.01	$896.67	$1,012.51	$87.17
3 yard compactor	$340.82	$575.70	$826.42	$1,034.93	$1,111.04	$1,224.25	N/A
4 yard compactor	$396.13	$744.62	$1,061.35	$1,341.01	$1,525.50	$1,635.84	N/A
6 yard compactor	$538.59	$913.14	$1,203.09	$1,604.04	$1,793.34	$2,025.01	N/A
Organic Waste Containers							
Organics Cart 1	$44.96	$89.91	$134.88	N/A	N/A	N/A	$22.93
Recycling Containers							
Commercial Cart	$13.77	N/A	N/A	N/A	N/A	N/A	$7.02
1 yard Bin	$27.47	$49.73	$66.71	$83.72	N/A	N/A	$10.57
1.5 yard Bin	$33.93	$60.59	$83.91	$97.61	$157.23	$183.15	$15.87
2 yard Bin	$39.22	$69.72	$89.75	$120.20	$168.56	$196.03	$19.85
3 yard Bin	$56.24	$94.99	$136.37	$170.76	$183.30	$202.01	$22.50
4 yard Bin	$65.38	$122.86	$175.13	$221.27	$251.70	$269.91	$25.81
6 yard Bin	$88.87	$150.66	$198.52	$264.68	$295.89	$334.14	$28.76
Lock/Gate Service	$26.82	$53.65	$80.48	$107.30	$134.12	$160.95	N/A

*Including all City fees.

(1) Refuse service offered once per week. Organics service offered up to three times per week.

Roll-off Box Charges*										
		Material Cost Per Ton						Rental Fees After 7 Days		
Container Size	Handling Fee Per Pickup	Waste/ Trash	Organic Waste	Recyclables	Wood Only	C&D	Asphalt/ Concrete or Clean Soil/Dirt	Daily	Weekly	Monthly
10 Yard	$268.77	$67.19	$90.54	$114.18	$47.14	$104.91	$14.04	$7.38	$51.77	$206.90
25 Yard	$342.83	$67.19	$90.54	$114.18	$47.14	$104.91	$14.04	$9.20	$64.62	$258.68
30 Yard	$376.31	$67.19	$90.54	$114.18	$47.14	$104.91	$14.04	$11.11	$77.55	$310.36
40 Yard	$470.79	$67.19	$90.54	$114.18	$47.14	$104.91	$14.04	$12.95	$90.52	$362.05

Clean Cardboard Compactor Roll-off	
Container Size	Per Pickup
10 Yard	$69.43
25 Yard	$94.40
30 Yard	$105.12
40 Yard	$115.77
Contaminated Cardboard	$67.19

*Including all City fees.

EXHIBIT A
FEE SCHEDULE CONTINUED

Following are the rates for July 1, 2022 through June 30, 2023:

Additional Service Charges	**Rate Per Service***
3-yard Temporary Bin	
Per dump (delivery, Disposal and 7-day rental included)	$155.36
Rental fee per day (after 7-days)	$15.72
Cart/Bin Cleaning (over once per year)	$79.27
Overfilled Container Fee and Contaminated Recycling and Organics Container Fee	$79.27
Commercial Cart Reactivation Fee (Only if Carts were removed for nonpayment)	$32.20
Dry Run Trip/Relocation Fee	$114.29 /occurrence
Scout and Push-Out Service Valet Service (Waste Bins Only)	$30.97 per bin (per month)

*Including all City fees.

Used Oil Collection Program	**Rate Per Service***
Door-to-Door Residential Used Oil Collections	$149.04 per stop
Certified Used Oil Collection Center Inspections	$139.05 per hour
Used Oil Filter Drum Collection (1)	$62.57
Uncrushed Filter Drum	$90.36
Crushed Filter Drum	$118.17
CalRecycle Used Oil Annual Report Preparation	$139.05

*Including all City fees.

Additional $65.00 deposit required which will count towards the final payment when the program is discontinued at the Certified Collection Center.

EXHIBIT B-1
EXAMPLE RATE ADJUSTMENT

Step 1: Change in Service Component
Calculate the 12 month year-over-year average percentage change in Garbage and Trash CPI-U

BLS Garbage and Trash CPI-U

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ave
Current	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.97	508.19	
Prior	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	
Var	15.316	16.955	16.719	14.983	14.081	15.695	16.426	16.895	17.41	17.182	18.485	21.482	
Var %	3.22%	3.55%	3.49%	3.13%	2.93%	3.26%	3.41%	3.49%	3.59%	3.53%	3.80%	4.41%	3.49%

Step 2: Waste Stream Rate Change

	Prior	New
Franchise Fee %	14.30%	14.30%

Per Ton Rates

Waste Stream	Prior Rate	CPI %	Total Adj $	New Rate	Prior Rate with FF	New Rate With FF
MSW	$ 51.99	3.49%	$ 1.81	$ 53.80	$ 60.67	$ 62.78
C&D	$ 86.80	3.49%	$ 3.03	$ 89.83	$ 101.28	$ 104.82
Clean Concrete	$ 10.87	3.49%	$ 0.38	$ 11.25	$ 12.68	$ 13.13
Wood	$ 36.48	3.49%	$ 1.27	$ 37.75	$ 42.57	$ 44.05

Recycle Per Ton MRF Gate	Jan	Feb	Mar	Apr (1)	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ave	Year Over Year Increase %	Ave Rate With FF
New	$ 65.05	$ 59.14	$ 55.20		69.51	$ 79.98	$ 79.58	$ 74.12	$ 59.88	$ 55.58	$ 53.91	$ 65.28	$ 65.20	17.12%	$ 76.08
Prior	46.88	50.31	55.91	67.60	63.92	59.72	52.34	48.72	51.15	40.91	65.45	65.14	55.67		$ 64.96

Note 1: COVID MRF Closure April 2020

Organics/Green Waste TS Per Ton Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ave	Year Over Year Increase %	Ave Rate With FF
New	$ 68.96	$ 68.96	$ 68.96	$ 68.96	$ 68.96	$ 68.96	$ 68.96	$ 68.96	$ 68.96	$ 68.96	$ 68.96	$ 68.96	$ 68.96	4.00%	$ 80.47
Prior	$ 66.31	$ 66.31	$ 66.31	$ 66.31	$ 66.31	$ 66.31	$ 66.31	$ 66.31	$ 66.31	$ 66.31	$ 66.31	$ 66.31	66.31		$ 77.37

Step 3: Change in Disposal Component
Calculate Current Measurement Period vs Prior Measurement Period percentage change in Diversion and Disposal cost per ton. Tonnage from Palmdale Contract tonnage reports.

EXHIBIT B-1
EXAMPLE RATE ADJUSTMENT CONTINUED

Residential/Commercial		A Jan-20 Dec-20	B	C Jan-19 Dec-19	D	E = A * B	F = C * D	
Factor	Facility	Tons	New Gate Rate	Tons	Prior Gate Rate	Current Total	Prior Total	Price Var
Landfill	Palmdale LF	85,427.39	$ 53.80	86,946.68	$ 51.99	$ 4,595,993.38	$ 4,520,357.88	
Recycling	PLF/SVRP MRF	11,677.43	$ 65.20	10,381.99	$ 55.67	$ 761,400.41	$ 577,974.03	
Organics	PLF/Kochergen	762.02	$ 68.96	713.87	$ 66.31	$ 52,549.03	$ 47,337.01	
Green Waste	PLF/Kochergen	22,641.98	$ 68.96	19,925.50	$ 66.31	$ 1,561,390.94	$ 1,321,259.91	
Total		120,508.82		117,968.04		$ 6,971,333.76	$ 6,466,928.83	
Blended Rate Per Ton						$ 57.85	$ 54.82	5.53%
						G = Total E / Total A	H = Total F / Total C	I = (G - H) / H, as percent

Roll-Off Per Ton

	New			Prior		
	Gate	FF Gross-Up	Cost Per Ton	Gate	FF Gross-Up	Cost Per Ton
MSW	$ 53.80	$ 8.98	$ 62.78	$ 51.99	$ 8.68	$ 60.67
Recycle	$ 65.20	$ 10.88	$ 76.08	$ 55.67	$ 9.29	$ 64.96
Green Waste	$ 68.96	$ 11.51	$ 80.47	$ 66.31	$ 11.06	$ 77.37
Organics	$ 68.96	$ 11.51	$ 80.47	$ 66.31	$ 11.06	$ 77.37
C&D	$ 89.83	$ 14.99	$ 104.82	$ 86.80	$ 14.48	$ 101.28
Clean Concrete	$ 11.25	$ 1.88	$ 13.13	$ 10.87	$ 1.81	$ 12.68
Wood	$ 37.75	$ 6.30	$ 44.05	$ 36.48	$ 6.09	$ 42.57

Step 4:
Summing the weighted Service and Disposal Component percentage changes to the rate adjustment percentage. Then recalculating the weightings for next year's rate adjustment.

Residential/ Commercial	A	B	C = A * B	D = A * (1 + B)	E = D Line / D Total
Factors	Weighting	Factor Chg	Weighted Factor	Weighting * (1 + Factor Chg)	Weighting for Next Year
Service	54.00%	3.49%	1.88%	55.88%	53.51%
Disposal	46.00%	5.53%	2.54%	48.54%	46.49%
Rate Adjustment	100%		4.43%	104.42%	100.00%

Roll-Off

Pull Rate Adjust 3.49%

New Per Ton:

MSW	$ 62.78
Recycle	$ 76.08
Green Waste	$ 80.47
Organics	$ 80.47
C&D	$ 104.82
Clean Concrete	$ 13.13
Wood	$ 44.05

FIRST AMENDMENT TO AGREEMENT A-5852
BETWEEN
CITY OF PALMDALE
AND
WASTE MANAGEMENT OF CALIFORNIA, INC., DBA WASTE MANAGEMENT OF ANTELOPE VALLEY
FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES

* * *

ORIGINAL

Agreement No. A-5852 Amendment 1

FIRST AMENDMENT TO AGREEMENT A-5852 BETWEEN THE CITY OF PALMDALE AND WASTE MANAGEMENT OF CALIFORNIA, INC. DBA WASTE MANAGEMENT OF ANTELOPE VALLEY

This First Amendment to Agreement No. A-5852 between the City of Palmdale and Waste Management of Antelope Valley is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and Waste Management of California, Inc., a California corporation dba Waste Management of Antelope Valley (hereinafter called "COMPANY") for the collection, transportation, recycling, processing and disposal of residential, commercial and industrial solid waste and other services related to meeting the requirements of the California Integrated Waste Management Act of 1989 (AB 929) and other applicable law.

RECITALS:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 341 (California Public Resources Code Section 41780 et seq.), has declared that it is the policy goal of the state that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, the CITY's estimated diversion rate was 74% in 2017; and,

WHEREAS, pursuant to California Public Resources Code Section 40000 et. seq., including section 49300 inclusive, the City has determined that the public health, safety, and well-being require that an exclusive Franchise be awarded to a qualified company for the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the Diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, CITY has determined through prior Solid Waste Collection and disposal agreements that an integral component of protecting the public health, safety and well-being of its citizens through exclusive Solid Waste Collection requires that street sweeping be coordinated with and integrated into the overall collection activities; and,

WHEREAS, CITY declares its intention of maintaining reasonable rates and quality service related to the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services; and,

WHEREAS, the CITY and COMPANY entered into a Solid Waste Franchise Agreement effective July 1, 2018, City of Palmdale Agreement Number A-5852 whereby COMPANY was franchised to provide exclusive residential, commercial and industrial solid waste services in the CITY; and,

WHEREAS, CITY and COMPANY are mindful of the provisions of the laws governing the safe Collection, transfer, transport, Recycling, processing and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). CITY and COMPANY desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, CITY is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is COMPANY, not CITY, who is "arranging for" the Collection from Premises in the CITY, transport for Disposal, composting or other processing, and Recycling of municipal Solid Waste which may contain Hazardous Substances; and further to confirm that as a material inducement to CITY entering into this Agreement, COMPANY has agreed to fully indemnify CITY in connection with any claims, losses, liabilities, lawsuits or actions relating to the inadvertent or intentional Collection, transportation and/or Disposal of hazardous materials that may occur in connection with COMPANY's performance under this Agreement; and,

WHEREAS, COMPANY has agreed, as part of this Agreement, acting as an independent COMPANY to provide such personnel, equipment and supplies as are necessary to ensure CITY complies with the requirements of Public Resources Code Section 40000, et seq.,

NOW, THEREFORE, CITY and COMPANY ("Parties") hereto desire to revise the terms and conditions of said Franchise Agreement as set forth below; and,

NOW THEREFORE, the parties agree as follows:

1. The effective date of this First Amendment is September 1, 2019.

2. The reactivation fee outlined Section **5.1.4, Suspension of Service Due to Non Payment**; Reactivation Fee and Exhibit A (A-1) is amended to increase the fee to $75 per incident with a $50 discount for first-time instances where, in restoring service the resident enrolls in automatic payment program. The fee schedule in **Exhibit A** would be updated from $15.59 per incident to reflect $75 per incident with a $50 discount applied upon enrollment in the automatic payment plan.

3. As outlined in Section **4.9 Recycling Contamination** are materials placed in a Recyclable Materials Container other than those recyclable materials which are appropriate for collection. This section shall be amended to also cover organics collection containers. This would allow Waste Management to "tag" and provide the customer an explanation of contamination for organics containers and charge the contamination fee for special handling to that container as warranted. **Exhibit A** (A-4) would be amended to read "Overfilled Container Fee and Contaminated Recycling and Organics Container Fee".

4. Section **4.11.3 Containers**; Subsection **C. Bins**, **1. Cleaning**, shall be amended from Bin Cleaning to Cart/Bin Cleaning and continue to be provided at no charge for the first request each year and subsequent requests would be charged as outlined under **Exhibit A. Exhibit A** (A-4) would be amended to read "Cart/Bin Cleaning (over once per year)" and charged at the same fee.

5. Section **4.11.3 Containers**, subsection **D. Scout and Push-Out Service** provides service where bins are relocated from a confined area such as an enclosure or driveway that is more than 15 feet from the point the bin can be serviced by a collection truck. Due to the labor intensiveness of the service **Exhibit A** will be amended to add Scout/Push-Out Valet Service (Waste Bins Only) at a monthly rate of $25 per month per bin. The fee shall only apply to waste bins; recycling and organics bins shall receive this service at no cost.

6. Section **4.11.3 Containers**, subsection **F. Locking Bins** provides this service to customers that request it for their bins at the approved rate schedule in Exhibit A. This section shall be amended to **Lock/Gate Service** to also cover requests for a locking gate or enclosures. **Exhibit A** will be amended to show this service at the same fee as the locking bin fee ($5.00 x the number of locks service per week x 4.33 weeks per month).

7. **Exhibit A** shall be amended to add a "Dry Run Trip/Relocation Fee" for industrial customers when collection vehicles visit a location, are required to relocate containers, or are unable to provide a requested service due to actions by the customer. In these cases no actual disposal services are provided and the trucks have made a "dry run" to the customer's location. This provision is applicable when the truck has adhered to the agreed to delivery date, time period, and location. **Exhibit A** will reflect a Dry Run Trip/Relocation fee at $100 per occurrence.

8. Amend agreement to add clean soil or dirt as a listed material under the Roll-Off Box Charges listed in **Exhibit A**. Currently clean soil or dirt is not listed as a material and it is commonly disposed of. To avoid confusion over the acceptance of the material and the corresponding per ton rate **Exhibit A** will be amended to list Dirt/Soil at the same rate as Asphalt/Concrete at $12.29 per ton. In addition recyclables including materials such as clean paper, cardboard, plastic containers and metal cans are not listed as a material under Roll-Off Box Charges listed in **Exhibit A**. To avoid confusion over the acceptance of recyclable materials and the corresponding per ton

rate Mixed Recyclables will be added to the existing Waste/Trash/ Organic Waste rate at $58.79 per ton.

9. **Exhibit A** fee schedule shall be amended to allow for a "Cardboard Contamination Fee". In **Exhibit A** (A-3) the Clean Cardboard Compactor Roll-Off is charged at a flat rate per yard and doesn't outline how to charge for contaminated cardboard. **Exhibit A** will be updated to charge for contaminated cardboard at the same per ton rate charged under Roll-Off Box Charges for Waste/Trash/ Organic Waste rate at $58.79 per ton.

10. All other terms and conditions remain in full force and effect.

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:

Steven D. Hofbauer Date
Mayor

WASTE MANAGEMENT OF CALIFORNIA, INC. dba WASTE MANAGEMENT OF ANTELOPE VALLEY

Name, Title, Date
Doug Corcoran, Vice President 07/19/2019

ADDRESS FOR NOTICE:
CITY OF PALMDALE
Public Works Maintenance
39110 3rd Street East, Suite C
Palmdale, California 93550

ADDRESS FOR NOTICE:
Waste Management of California, Inc.
Attn: District Manager
1200 W. City Ranch Road
Palmdale, CA 93351

APPROVE AS TO FORM:

Wm. Matthew Ditzhazy
City Attorney

ATTEST:

Rebecca J. Smith, City Clerk

ATTEST: If Corporation

Secretary

EXHIBIT A
INITIAL MAXIMUM RATES

Following are the rates for September1, 2019 through June 30, 2020:

Monthly Residential Cart Service Rates*		
Standard Service includes one Refuse, one or more Recycling, and one or more Green Waste Carts. All carts are 96-gallon (except Super Recycler Rate).		
	With Street Sweeping	**Without Street Sweeping**
Standard Service	$24.98	$24.10
Low-Income Senior Rate – 20% of standard rate	$20.00	$19.28
Super Recycler Rate – 32-gallon refuse cart (1)	$20.00	$19.28
Mobile Home (per sp.)	$20.19	N/A
Mobile Home w/ GW (per sp.)	$22.79	N/A
Mobile Home 96-gal w/ GW (per sp.)	$24.10	N/A
Duplex	$33.59	$32.39
Triplex	$40.38	$38.92
Fourplex	$61.98	$59.78
Apartment 5+ (per unit)	$13.21	$12.75
Additional Refuse Cart – above one	$13.12	$13.12
Additional Recycling Cart	No charge	No charge
Additional Green Waste Cart	No charge	No charge

Other Residential Rates and Services* (Charged in Addition to Monthly Cart Service Rates)	
Walk-Out Service – authorized disabled Customers	No charge
Specialized Cart Lock Service (per cart)	$0.41/month
Special Bulky Item Pick-up (over two free per year for Single-Family and Multi-Family Residents)	$20.63 per pickup
Residential Account Reactivation Fee (only if Carts were removed for nonpayment) ($50 discount applied upon enrollment in automatic payment plan)	$75.00 per reactivation
At-Your-Door HHW Collection Service (2)	$0.99/month

*Including all City fees.

(1) Super Recycler Rate includes one 32-gallon refuse cart, one 96-gallon recycling cart, and one 96-gallon green waste cart.

(2) At-Your-Door HHW Collection Service is an optional service provided and charged to all residential accounts if approved by City Council. As of June 6, 2017, City Council has not approved this optional service.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for September 1, 2019 through June 30, 2020:

Monthly Bin and Commercial Cart Rates*							
Container Size	Pickups per week						
	1	2	3	4	5	6	Extra Pickup
Refuse / Organic Waste Containers							
Commercial Cart (1)	$33.67	$67.34	$101.02	N/A	N/A	N/A	$17.17
1 yard Bin	$67.20	$121.63	$163.17	$204.76	N/A	N/A	$25.87
1.5 yard Bin	$82.96	$148.19	$205.20	$238.72	$384.57	$448.01	$38.81
2 yard Bin	$95.92	$170.52	$219.47	$294.00	$412.26	$479.48	$48.56
3 yard Bin	$137.53	$232.32	$333.51	$417.64	$448.36	$494.05	$55.05
4 yard Bin	$159.87	$300.49	$428.30	$541.17	$615.60	$660.14	$63.14
6 yard Bin	$217.34	$368.49	$485.51	$647.30	$723.69	$817.18	$70.36
3 yard compactor	$275.07	$464.64	$667.00	$835.28	$896.71	$988.08	N/A
4 yard compactor	$319.71	$600.97	$856.61	$1,082.32	$1,231.22	$1,320.27	N/A
6 yard compactor	$434.69	$736.99	$971.01	$1,294.60	$1,447.38	$1,634.37	N/A
Recycling Containers							
Commercial Cart	$11.11	N/A	N/A	N/A	N/A	N/A	$5.67
1 yard Bin	$22.17	$40.14	$53.85	$67.57	N/A	N/A	$8.53
1.5 yard Bin	$27.38	$48.90	$67.72	$78.78	$126.90	$147.82	$12.81
2 yard Bin	$31.66	$56.27	$72.43	$97.02	$136.05	$158.22	$16.02
3 yard Bin	$45.39	$76.67	$110.06	$137.82	$147.95	$163.04	$18.16
4 yard Bin	$52.76	$99.16	$141.34	$178.59	$203.14	$217.84	$20.83
6 yard Bin	$71.72	$121.60	$160.22	$213.61	$238.81	$269.68	$23.21
Lock/Gate Service	$21.65	$43.30	$64.95	$86.60	$108.25	$129.90	N/A

*Including all City fees.

(1) Refuse service offered once per week. Organics service offered up to three times per week.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for September 1, 2019 through June 30, 2020:

Roll-off Box Charges*							
Container Size	Handling Fee Per Pickup	Material Cost Per Ton			Rental Fees After 7 Days		
		Waste/ Trash/ Organic Waste/Mixed Recyclables	Wood Only	Asphalt/ Concrete or Clean Soil/Dirt	Daily	Weekly	Monthly
10 Yard	$235.17	$58.79	$41.25	$12.29	$6.46	$45.29	$181.03
25 Yard	$299.97	$58.79	$41.25	$12.29	$8.05	$56.54	$226.34
30 Yard	$329.26	$58.79	$41.25	$12.29	$9.72	$67.86	$271.56
40 Yard	$411.93	$58.79	$41.25	$12.29	$11.33	$79.21	$316.78

Clean Cardboard Compactor Roll-off	
Container Size	Per Pickup
10 Yard	$60.76
25 Yard	$82.60
30 Yard	$91.98
40 Yard	$101.30
Contaminated Cardboard	$58.79 per ton

*Including all City fees.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for September 1, 2019 through June 30, 2020:

Additional Service Charges	Rate Per Service*
3-yard Temporary Bin	
- Per dump (delivery, Disposal and 7-day rental included)	$125.39
- Rental fee per day (after 7-days)	$12.68
Cart/Bin Cleaning (over once per year)	$63.98
Overfilled Container Fee and Contaminated Recycling and Organics Container Fee	$63.98
Commercial Cart Reactivation Fee (Only if Carts were removed for nonpayment)	$25.99
Dry Run Trip/Relocation Fee	$100.00 /occurrence
Scout and Push-Out Service Valet Service (Waste Bins Only)	$25.00 per bin (per month)

*Including all City fees.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for September 1, 2019 through June 30, 2020:

Used Oil Collection Program	Rate Per Service*
Door-to-Door Residential Used Oil Collections	$74.85 per stop
Certified Used Oil Collection Center Inspections	$103.96 per hour plus mileage
Used Oil Filter Drum Collection (1)	$46.78
- Uncrushed Filter Drum	$67.57
- Crushed Filter Drum	$88.36
CalRecycle Used Oil Annual Report Preparation	$103.96 per hour

*Including all City fees.
Additional $65.00 deposit required which will count towards the final payment when the program is discontinued at the Certified Collection Center.

Agreement No.: A-5852

CITY OF PALMDALE
CITY CLERK ORIGINAL

AGREEMENT

BETWEEN

CITY OF PALMDALE

AND

WASTE MANAGEMENT OF CALIFORNIA, INC., DBA WASTE MANAGEMENT OF ANTELOPE VALLEY

FOR

INTEGRATED SOLID WASTE MANAGEMENT SERVICES

* * *

June 21, 2017

Agreement No.: A-5852

AGREEMENT
BETWEEN
CITY OF PALMDALE
AND
WASTE MANAGEMENT OF CALIFORNIA, INC. DBA WASTE MANAGEMENT OF ANTELOPE VALLEYFOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES

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B. Example Rate Adjustment Formula
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AGREEMENT

This Agreement for Integrated Solid Waste Management Services (hereinafter the "Agreement") is entered into this 6th day of June, 2017, by and between the City of Palmdale, California, ("City") and Waste Management of California, Inc., dba Waste Management of Antelope Valley ("Company"), for the Collection, transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the goals and requirements of the California Integrated Waste Management Act.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 341 (California Public Resources Code Section 41780 et seq.), has declared that it is the policy goal of the state that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, the City of Palmdale's estimated diversion rate was 76% in 2014; and,

WHEREAS, pursuant to California Public Resources Code Section 40000 et. seq., including section 49300 inclusive, the City has determined that the public health, safety, and well-being require that an exclusive Franchise be awarded to a qualified company for the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the Diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, City has determined through prior Solid Waste Collection and disposal agreements that an integral component of protecting the public health, safety and well-being of its citizens through exclusive Solid Waste Collection requires that street sweeping be coordinated with and integrated into the overall collection activities; and

WHEREAS, City declares its intention of maintaining reasonable rates and quality service related to the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services; and,

WHEREAS, in response to a Request for Proposals, Company has submitted a proposal to City and City selected the Company on the competitive advantages of that proposal over other proposals received by City; and,

WHEREAS, City and Company ("Parties") hereto desire to enter said Agreement; and,

WHEREAS, City and Company are mindful of the provisions of the laws governing the safe Collection, transfer, transport, Recycling, processing and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Company desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Company, not City, who is "arranging for" the Collection from Premises in the City, transport for Disposal, composting or other processing, and Recycling of municipal Solid Waste which may contain Hazardous Substances; and further to confirm that as a material inducement to City entering into this Agreement, Company has agreed to fully indemnify City in connection with any claims, losses, liabilities, lawsuits or actions relating to the inadvertent or intentional Collection, transportation and/or Disposal of hazardous materials that may occur in connection with Company's performance under this Agreement; and,

WHEREAS, Company has agreed, as part of this Agreement, acting as an independent Company to provide such personnel, equipment and supplies as are necessary to ensure City complies with the requirements of Public Resources Code Section 40000, et seq.,

NOW, THEREFORE, in consideration of the premises above stated and the terms, conditions, covenants and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

The terms used in this Agreement shall have the meaning set forth in this Article 1. In the event a term is not defined in this Article 1, then it shall have the meaning set forth in the Palmdale Municipal Code ("PMC") or in Division 30, Part 1, Chapter 2 of the California Public Resources Code (with precedence given to definitions in the PMC over conflicting definitions contained in the Public Resources Code). Except as provided in Article 1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

1.1 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.), as it may be amended from time to time.

1.2 Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Company by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Company and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Company owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Company and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Company. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

1.3 Agreement

"Agreement" means this Franchise Agreement between the City and Company for the Collection, transportation, Recycling, processing and Disposal of Solid Waste, and for all other services related to meeting the goals and objectives of AB 939, including all exhibits and attachments, and any amendments.

1.4 Billings

"Billings" or "Billing" or "Bill" means the statements of charges provided to Customers for services rendered by Company.

1.5 Bin

"Bin" means a Container with hinged lids and wheels with a capacity of fewer than ten (10) cubic yards.

1.6 Bin Service

"Bin Service" means Solid Waste Handling Services in which a Bin is used for the Collection of Solid Waste.

1.7 Bulky Items

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, stoves, garage door openers, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); Green Waste bundles; yard debris and small pieces of wood limited to one cubic yard of contained material; Electronic Waste; fluorescent bulbs; household batteries; and clothing. Bulky Items do not include car bodies, spas, pianos, camper shells, cast iron bathtubs, Construction and Demolition Debris or items requiring more than two (2) Persons to remove. Other items not specifically included or excluded above will be Collected provided that they are not more than eight (8) feet in length, four (4) feet in width, or more than three hundred (300) pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

1.8 CalRecycle

"CalRecycle" means the State of California's Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board, or CIWMB.

1.9 Cart

"Cart" means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity between 30- and 101-gallons.

1.10 City

"City" means City of Palmdale, California, a municipal corporation, and all the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the term of this Agreement.

1.11 City Manager

"City Manager" means the City Manager of the City of Palmdale and his or her designee.

1.12 Collect/Collection

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste within and from City.

1.13 Commercial/Commercial Account

"Commercial" refers to services performed at or for Commercial Premises. "Commercial Account" means an account for Solid Waste Collection services provided to any Commercial or Industrial Premises.

1.14 Commercial and Industrial Premises

"Commercial and Industrial Premises" means Premises located within the boundaries of the City, occupied or used for any purpose other than Residential uses. It includes Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and Industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property.

Notwithstanding any provision to the contrary herein in the Palmdale Municipal Code or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, Hostels, and Motels.

1.15 Company

"Company" means Waste Management of California, Inc., dba Waste Management of Antelope Valley, a California corporation, and its officers, directors, employees, agents, companies and subcontractors, as permitted under Section 12.6.

1.16 Company's Proposal

"Company's Proposal" means the proposal submitted by Company to City on November 7, 2016 in response to a Request for Proposals dated June 6, 2016. While there are provisions contained in Company's Proposal, this Agreement supersedes Company's Proposal and is the final written expression of the Parties' Agreement. Company represents and warrants that all representations set forth in such proposal are true and correct.

1.17 Company Compensation

"Company Compensation" means the revenue received by the Company from Customers and the City in return for providing services in accordance with this Agreement.

1.18 Construction and Demolition Debris

"Construction and Demolition Debris" means Solid Waste generated at a Premises that is directly related to construction or demolition activities occurring thereon.

1.19 Container

"Container" means any and all types of Solid Waste receptacles, including Carts, Bins, Roll-off Boxes, and receptacles provided by Customers.

1.20 CPI

"CPI" means the Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, for Garbage and Trash Collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

1.21 Customer

"Customer" means a Person receiving Solid Waste Handling Services from Company pursuant to the terms of this Agreement.

1.22 Dispose/Disposal

"Dispose" or "Disposal" means the ultimate disposition of Solid Waste Collected by Company at a landfill or otherwise in full regulatory compliance.

1.23 Disposal Site

"Disposal Site" means the Solid Waste Handling Facility or facilities to be used for the final Disposal of Solid Waste Collected by the Company.

1.24 Diversion

"Diversion" means any combination of waste prevention (source reduction), Recycling, reuse and composting activities that reduces waste Disposed at landfills, provided such activities are recognized by CalRecycle as Diversion in its determination of the City's Diversion rate and compliance with AB 939. CalRecycle may limit Diversion considered to be achieved through Transformation/waste-to-energy, use of Green Waste as alternative daily cover ("ADC") and other activities.

1.25 Electronic Waste

"Electronic Waste" means electronic equipment, including stereos, televisions, computers and monitors, mobile telephones, VCRs, microwaves and other similar items commonly known as "brown goods" and "e-waste".

1.26 Environmental Laws

"Environmental Laws" means all federal and State statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California

Hazardous Substance Account Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; and Palmdale Municipal Code; as currently in force or as hereafter amended, and all rules and regulations promulgated there under.

1.27 Facility

"Facility" means any plant or site, owned or leased and maintained, operated or used by Company for purposes of performing under this Agreement.

1.28 Food Waste

"Food Waste" consists of animal, fruit, or vegetable matter that result from the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables, and food-soiled paper that may be composted or diverted through anaerobic digestion.

1.29 Franchise

"Franchise" means the exclusive right granted to Company by the City to provide Solid Waste Handling Services within the City.

1.30 Franchise Fee

"Franchise Fee" means the fee, which is more particularly described in Subsection 3.2.1, to be paid by Company to City as part of the consideration for the right granted to provide the exclusive Solid Waste Handling Services set forth in this Agreement.

1.31 Green Waste

"Green Waste" means tree trimmings, wood stumps, small pieces of clean wood, grass cuttings, dead plants, leaves, branches, flowers, plant stocks, and dead trees (not more than six (6) inches in diameter or forty-eight (48) inches in length) and similar materials.

1.32 Gross Receipts

"Gross Receipts" means any and all revenue received from Billings, and compensation in any form, received by Company or subsidiaries, parent companies or other Affiliates of Company, for the Collection and transportation of Solid Waste pursuant to this Agreement, in accordance with Generally Accepted Accounting Principles, including, but not limited to, Customer fees for

Collection of Solid Waste, without subtracting Disposal fees, City fees or other fees or any other cost of doing business. Sales revenue from the sale of Recyclable Materials is excluded from Gross Receipts for the purpose of calculating Franchise Fees.

1.33 Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State or local Environmental Laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products and by-products.

1.34 Hazardous Waste

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.35 Household Hazardous Waste ("HHW")

"Household Hazardous Waste" means Hazardous Waste generated at Residential Premises.

1.36 Materials Recovery Facility ("MRF")

"Materials Recovery Facility" or "MRF" means a permitted Solid Waste Facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, processing or composting.

1.37 Multi-Family Dwelling

"Multi-Family Dwelling" means any building or lot containing two (2) or more dwelling units.

1.38 Organic Waste

"Organic Waste" means Green Waste and Food Waste. Organic Waste is to be considered as Solid Waste for purposes of the City's grant of exclusivity in Section 2.1.

1.39 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, Los Angeles County, cities, and special purpose districts.

1.40 Premises

"Premises" means any land or building in City where Solid Waste is generated or accumulated.

1.41 Rate Year

"Rate Year" means each twelve-month period from July 1 to June 30, for each year during the Term of this Agreement.

1.42 Recycle/Recycling

"Recycle" or "Recycling" means the processing of Recyclable Materials for the purpose of returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The Collection, transportation or Disposal of Solid Waste not intended for, or capable of, reuse is not Recycling. Recycling does not include use of Solid Waste for conversion to energy.

1.43 Recyclable Materials

"Recyclable Materials" means material that has been separated from the Customer's waste stream for the intended purpose of collection and processing to return it to the economy in the form of raw materials for new, reused, or reconstituted products by means of available markets and processes. As of the Effective Date, the list of acceptable Recyclable Materials consists of empty aluminum cans; empty glass jars and bottles; bi-metal, and tin cans; empty aerosol containers; empty polyethylene terephthalate plastic ("PET"); high density polyethylene plastic ("HDPE"); plastics types 3 – 7; plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable by plastic type number, but excluding expanded polystyrene and plastic bags); metal foil; dry newspaper; dry mixed paper (e.g., ledger, computer paper, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and nonmetallic wrapping paper); dry corrugated cardboard; and telephone books. City and Company agree to meet and confer from time to time as needed to modify the list of acceptable Recyclable Material to address developments in processing technologies, emerging uses for types of materials, or changes in available markets.

1.44 Recycling Market Development Zone ("RMDZ")

"Recycling Market Development Zone" or "RMDZ" means the area designated by CalRecycle as an area eligible to receive loans, technical assistance, and free product marketing through the CalRecycle Program. The entire City is designated as an RMDZ zone as part of the Los Angeles County RMDZ.

1.45 Refuse

"Refuse" means putrescible and non-putrescible Solid Waste or debris, except sewage, whether combustible or non-combustible.

1.46 Residential/Residential Account

"Residential" refers to services performed at and for Residential Premises, which include both Single-Family Dwellings and Multi-Family Dwellings. "Residential Account" means an account for Solid Waste Collection and Recycling services provided to any Residential Premises.

1.47 Residential Premises

"Residential Premises" means Premises upon which dwelling units exist, including, without limitation, Single Family Dwellings, apartments, boarding or rooming houses, condominiums

and mobile homes. Notwithstanding any provision to the contrary herein, in the Palmdale Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall not be deemed to be Residential Premises, and rather shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, Motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as Commercial Premises as determined by City on a case by case bases.

1.48 Roll-off Box

"Roll-off Box" means Solid Waste Collection Containers with a capacity of 10 (ten) cubic yards or larger, including Roll-off compactor boxes.

1.49 Sharps Waste

"Sharps Waste" means and includes, but is not limited to, hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

1.50 Single Family Dwelling

"Single Family Dwelling" means a dwelling unit in a building containing one (1) Residential dwelling unit, and for purposes of this Agreement includes buildings and lots with more than one dwelling unit where such dwelling units are determined by the City to be reasonably able to receive individualized curbside service. Any ambiguity as to whether a Customer's Premises qualify as a Single-Family Dwelling or Multi-Family Dwelling shall be resolved by the City. Notwithstanding this definition, certain Single-Family Dwellings may receive Bin service in accordance with Section 4.2.4.

1.51 Solid Waste

"Solid Waste" means all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including Refuse, Construction and Demolition Debris, Bulky Items, Recyclable Materials, manure, and Organic Waste, or any combination thereof which are permitted to be Disposed of in a Class III landfill, and which are included in the definition of "Non-hazardous Solid Waste" set forth in the California Code of Regulations.

1.52 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste.

1.53 Source Separated

"Source Separated" means the segregation by the Waste Generator of individual components of Solid Waste that may be Recycled or reused, which otherwise would become Refuse or garbage (such as glass bottles, metal cans, newspapers, plastic containers, etc.) into separate Container(s) for each individual commodity for the purpose of facilitating the Recycling of such materials.

1.54 Special Waste

"Special Waste" means the Solid Waste that is a "designated waste" under applicable law, or that is required to be accompanied by a written manifest or shipping document describing the waste under applicable law, or that requires special handling at any processing Facility or Disposal Site. Special Waste includes Universal Waste.

1.55 State

"State" means the State of California.

1.56 Temporary Bin Service

"Temporary Bin Service" means Bin Service provided to a Premises on a temporary, as needed basis, and in such a manner that no Bin belonging to the Company, or any of its Affiliates, remains on the Premises for more than 30 days at a time, or for more than 60 days of any consecutive 90-day period in any calendar year.

1.57 Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

1.58 Transfer Station

"Transfer Station" means a Facility that receives Solid Waste from Collection vehicles and transfers the material to larger vehicles for transport to landfills and other destinations.

Transfer Stations may or may not include MRFs, transferring residual Refuse (Refuse left after the sorting of Recyclable Materials) to landfills and Recyclable Materials, including Green Waste and/or Construction and Demolition debris, to processors, brokers or end-users.

1.59 Universal Waste

"Universal Waste" means and includes batteries, pesticides, mercury-containing equipment, and light bulbs.

1.60 Waste Generator

"Waste Generator" means any Person as defined by the Public Resources Code, whose act or process produces Solid Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

ARTICLE 2
GRANT AND ACCEPTANCE OF FRANCHISE

2.1 Grant and Acceptance of Franchise, Indemnity of Award

2.1.1 General

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.9 hereof), provisions of Chapter 5.52 of the Municipal Code, and applicable State laws, and to the rights of State, county and school district facilities to use a Solid Waste enterprise other than Company, City hereby grants to Company and Company hereby accepts from City, for the Term hereof, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at all Residential and Commercial Premises within City (the "Franchise").

2.1.2 Exceptions

Company's exclusive rights are subject to the exceptions and exclusions specified below in Section 2.9, and in Part 4 of Chapter 5.52 of the Palmdale Municipal Code, consisting of Sections 5.52.160 through 5.52.200, inclusive.

2.2 Enforcement of Exclusivity

Company shall be responsible for enforcing the exclusivity of this Agreement. City shall have the right to enforce the exclusivity provisions hereof if, in its absolute and sole discretion, it chooses to do so, but shall have no obligation to do so for the benefit of Company or otherwise. City additionally shall have the right, but not the obligation, to request that Company enforce the exclusivity provisions hereof. Company shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. For example, Company may be asked to notify City of inappropriately placed Containers and to place warning tags on such Containers. If Company requests that City take administrative, law enforcement, or other legal action to protect Company's exclusive rights, or otherwise enforce the exclusivity of this Agreement (including the adoption of any resolution or ordinance intended to facilitate the enforcement of the exclusive rights granted herein), Company shall reimburse City for all administrative, law enforcement, or other legal costs and fees related to any such action. Company's obligation to reimburse City shall not apply to any criminal enforcement by City.

2.3 Effective Date and Performance Date

The "Effective Date" of this Agreement shall be the date which the City Council approves this Agreement. This Agreement is effective on June 6, 2017, notwithstanding the later execution of this Agreement by both the City and Company. It is the intention of the parties that the Company will first execute this Agreement and then submit it to the City. The City Clerk will attest to the execution of all counterparts of this Agreement by a duly authorized officer of the City, and transmit one or more fully executed counterparts to the Company.

The "Performance Date" of this Agreement is July 1, 2018, upon which date the Company will commence to provide the Solid Waste management services that are authorized by this Agreement.

2.4 Term of Agreement

The term of this Agreement (the "Term") shall commence July 1, 2018 and expire on June 30, 2026, subject to extension as provided in Section 2.5, as applicable. Notwithstanding the foregoing, the unexcused failure or refusal of Collector to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

2.5 City's Option to Extend Term

City shall have the sole option to extend the Term of this Agreement up to twenty-four months following the Agreement Term under Section 2.4. The City may, upon at least ninety-day (90-day) advance written notice to the Company prior to the expiration of the Term of this Agreement, exercise this extension option. If City provides this extension notice, the Agreement will automatically renew monthly, up to a maximum of twenty-four (24) months. This extension period shall terminate, upon the earlier of: (i) the expiration of the aforementioned twenty-four (24) months, or (ii) the date City instructs Company that the contact will end, provided written notice of termination is provided to Company by City at least ninety (90) days prior to this termination date.

2.6 Representations and Warranties of Company

Company hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the Effective Date:

A) Company is wholly owned by Waste Management Holdings, Inc., which is wholly-owned by Waste Management, Inc., duly organized and validly existing as a corporation under the laws of the State of Delaware.

B) Neither the execution of this Agreement nor the delivery by Company of services nor the performance by Company of its obligations hereunder: (1) conflicts with, violates or results in a breach of any applicable law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Company) or instrument to which Company is a party or by which Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Company.

C) There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Company's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Company or Waste Management, Inc. [parent/guaranteeing Company] which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Company or Waste Management, Inc. [parent/guaranteeing Company] in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Company to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Company or Waste Management, Inc. [parent/guaranteeing Company] . This provision may be waived by the City acting through its City Manager.

D) Company has no knowledge of any applicable law in effect as of the date of this Agreement that would prohibit the performance by Company of this Agreement and the transactions contemplated hereby.

E) Company has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection services required by this Agreement.

F) The information supplied by Company in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Company throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement. Inaccuracies in Company's Proposal, such as material omissions of past and pending litigation as requested under the Request for Proposals through which this Agreement was procured, are grounds for termination of this Agreement.

G) Company's representative, designated in Section 5.2.5, shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Company unless the actions taken are not within the scope of this Agreement.

2.7 Conditions to Effectiveness of Agreement

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement:

A) Accuracy of Representations. All representations and warranties made by Company and set forth in this Agreement shall be accurate, true and correct on and as of the Effective Date.

B) Absence of Litigation. There shall be no litigation pending in any court challenging the award of this Franchise to Company or the execution of this Agreement or seeking to restrain or enjoin its performance. This provision may be waived by the City, acting through its City Manager.

C) Furnishing of Insurance and Performance Bond. Company shall have furnished evidence of the insurance and bonds required by Article 9, and shall comply with all ongoing requirements relating thereto.

D) Company shall have paid the Administrative Fee to City, as provided in Section 3.1.

2.8 Delegation of Authority

The administration of this Agreement by City shall be under the supervision and direction of City Manager's office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the City Manager.

2.9 Limitations to Scope

2.9.1 General

Notwithstanding any provision to the contrary contained herein, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Company by this Agreement specifically excludes the following services, which services may be provided by Persons other than Company and which may be the subject of other permits, licenses, Franchises or agreements issued or entered by City:

A) The sale or donation of Source Separated Recyclable Material by the Waste Generator to any Person or entity other than Company; provided, however, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material, even if the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay), the transaction shall not be considered a sale or donation;

B) Solid Waste, including Recyclable Materials and Organics Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a processing or Disposal Facility in a manner consistent with all applicable laws and regulations;

C) Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Sections 14500, et seq., California Public Resources Code;

D) Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Company, utilizing its own equipment, as an incidental part of a total service offered by that Company, rather than as a hauling service;

E) The Collection, transfer, transport, Recycling, processing, and Disposal of animal remains from slaughterhouse or butcher shops for use as tallow;

F) The Collection, transfer, transport, Recycling, processing, and Disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;

G) The Collection, transfer, transport, Recycling, processing, and Disposal of Hazardous Substances, Hazardous Waste, Household Hazardous Waste and radioactive waste regardless of its source;

H) The Collection transfer, transport, Recycling, processing, and Disposal of Construction and Demolition Debris provided it is removed by a licensed construction or demolition Company or as part of a total service offered by said licensed Company or by the City, where the licensed Company utilizes its own equipment and staff;

I) The Collection from public litter Containers at bus stops;

J) The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste generated from City-owned and/or operated Premises, public works projects, City-sponsored events or other City-related activities, by City through City officers or employees in the normal course of their City employment;

K) Universal Waste;

L) Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste; and,

M) Services authorized by the City Manager to be provided by other contractors due to Company's inability to provide timely services as described in Section 4.3.4.

N) The Collection of dead animals.

2.9.2 Permit

The Company acknowledges that the City may permit other Persons besides the Company to Collect, transport, and Dispose of the types of Solid Waste listed in Section 2.9.1, including Recyclable Materials, without obtaining the Company's approval.

2.9.3 Grant to Company

The exclusive Franchise, right and privilege to provide Solid Waste Handling Services within City granted to Company by this Agreement shall be interpreted to be consistent with all applicable

State and federal laws, now in effect and adopted during the term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations with regard to Solid Waste handling, control of Recyclable Materials, Solid Waste flow control, and related matters. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Company the scope of services as specifically set forth herein, Company agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Company as a result thereof. In that event, it is the responsibility of the Company to minimize the financial impact to the extent reasonably feasible.

2.10 City's Right to Direct Changes

2.10.1 General

A) City may direct Company to perform additional services (including new Recycling or other Diversion programs, additional Solid Waste processing, etc.) or modify the manner in which it performs existing services or Bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which City may direct. Company acknowledges that State law may increase the Diversion requirement or require new programs during the term of this Agreement and Company agrees to propose services to meet such new requirements. Company may charge a fee for these additional services directed by City that are beyond those standard services established on the Effective Date of this Agreement. Any fees imposed by Company for additional services and changes directed by City shall be negotiated between the parties for their mutual benefit.

Company shall be entitled to an adjustment in its Company Compensation for providing such additional or modified services, including a pre-tax profit factor equal to ten percent (10%) of the incremental cost of such additional or modified services. City may utilize cost components included in the Company's Proposal in calculating equitable rate adjustments. If City and Company cannot agree on compensation for new or additional services within ninety (90) days from the date City first requests a proposal from Company, then City may contract with other parties for such services, which shall be considered exempt from the exclusivity provisions of Section 2.1., or the City Council will

make the final determination of the rate adjustment, and its decision will be final and binding.

B) If the City's Diversion rate is less than the State-mandated Diversion rate and if additional Diversion programs are directed by CalRecycle though a compliance order or by other means, the Company must implement reasonable additional Diversion programs without rate adjustment. However, if CalRecycle or the State approves new legislation or rules after the Effective Date of this Agreement that requires an increase in the City's diversion rate, then Company shall be entitled to compensation for new programs requested under Section 2.10.1.A or 2.10.2.

2.10.2 New Diversion Programs

If requested by City under Section 2.10.1, Company shall present, within thirty (30) days of the City's request, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Processing methods.
- Equipment to be utilized (number of vehicles, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type(s) of Containers to be utilized.
- Type(s) of material to be Collected.
- Provision for program publicity/education/marketing.
- Identification of local market potential for diverted materials.
- Three-year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections, and the support for those assumptions.

2.11 Ownership of Solid Waste

City and Company understand and agree that it is Company, and not City, who will arrange to Collect Solid Waste, that City has not, and, by this Agreement does not, instruct Company on its Collection methods, nor supervise the Collection process; nor do the Parties intend to place title to Solid Waste Collected by Company in City. Rather, the Parties intend that whatever, if any, title in and to the Solid Waste that is Collected by Company which otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Company; and further that if Company gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. City reserves the right to provide written direction to the Company specifying a Facility for handling, processing, and Disposal of Solid Waste, Recyclable Materials, or Yard Waste. In the event the City provides written direction to the Company specifying a Facility for handling, processing, and Disposal of Solid Waste, Recyclable Materials, or Yard Waste, Company shall be entitled to a rate adjustment to compensate for its costs of following City's direction as provided in Section 2.10. Subject to the provisions of this Agreement, and unless City exercises its rights to direct the location for Disposal and processing of Solid Waste, Company shall have the right to retain, Recycle, process, Dispose of, and otherwise use Solid Waste Collected pursuant to the terms hereof in any lawful fashion or for any lawful purpose; and, further, shall have the right to retain any benefit resulting from its right to retain, Recycle, process, Dispose of, or reuse the Solid Waste which it Collects. Ownership of Solid Waste shall transfer to Company when Customer places it at point of Collection.

2.12 Company Status

Company represents and warrants that it is duly organized, validly existing and in good standing under applicable laws. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.13 Company Authorization

Company represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of Company (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Company have authority to do so. Company shall authorize one employee for the City as a single point of contact for issues arising under this Agreement, and

Company acknowledges and agrees that City may expect and assume that this employee's actions are taken on behalf of and with the full approval of the Company.

2.14 Permits and Licenses

Company shall acquire and maintain a City business license and all necessary permits and licenses for the Collecting, transporting, processing, and storing of Solid Waste including Recyclables, Disposing of Solid Waste, and the Recycling of Recyclables as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Article 11. Company must follow requirements of the Palmdale Municipal Code.

2.15 Annexations

Company's rights and obligations as set forth in this Agreement will extend to any territory annexed to the City during its term, except to the extent that the application of those rights and obligations within such annexed territory would violate the provisions of Public Resources Code Section 49520 et seq., or any other law or regulation relating to the rights of other Solid Waste enterprises to continue providing services in annexed areas. In such event, this Agreement will become effective in that area at the earliest date permitted by law. Upon annexation, if Company is permitted to provide Solid Waste Handling Services to Customers in the annexed areas pursuant to preexisting rights granted by another jurisdiction, Company will provide all such Customers in the annexed area with the same services, and at the same rates, as are available to Customers at Residential and Commercial Premises within the City's pre-annexation boundaries in accordance with the terms of this Agreement.

ARTICLE 3
FEES PAID TO THE CITY

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive Franchise, right and privilege to provide Solid Waste Handling Services as specified herein, Company shall provide the following:

3.1 Administrative Fee

Company shall pay to City an "Administrative Fee" in a one-time lump sum payment of Two Hundred Fifty Thousand Dollars ($250,000) within seven (7) days of execution of this Agreement to reimburse the City for legal fees and out-of-pocket costs incurred in connection with drafting and processing this Agreement.

3.2 Franchise Fees

3.2.1 Franchise Fee Amount

In consideration of the Franchise granted pursuant to this Agreement and the value of its exclusivity, the Company agrees that it is appropriate that it compensate City for that privilege and its commercial value. The Company agrees that it shall pay to the City a "Franchise Fee," equal to 14.3% of the Gross Receipts derived by Company from the Collection services provided in the City pursuant to the terms of this Agreement. The Company further agrees that the amount herein was bargained for and commensurate with the fair value received through this Agreement and the substantial use of City streets.

3.2.2 Timing of Franchise Fee Payments

A) On or before the twentieth (20th) day following the end of each calendar month during the Term of this Agreement, Company shall remit the Franchise Fee based upon services provided to City the previous calendar month. If the fees are not paid on or before the twentieth (20th) day (due date), Company shall, along with fee payment, pay the late payment penalty of 2% on any balance not paid by the due date. Company shall prepare and submit a fee payment statement with each fee payment that includes receipts by sector, by month, and supporting fee calculations for each fee.

B) Franchise Fee payments are based upon the prior month's Gross Receipts, and some Customers may pay late; therefore, payments will continue to be due following

termination of Company's provision of service under this Agreement for as long as Company receives any Gross Receipts derived from providing service under this Agreement.

3.3 AB 939 Support Fees

A) To support the City's outreach and administration related to AB 939 programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this Agreement, Company will pay to City an AB 939 support fee estimated in the amount of approximately $90,000 per year starting June 30, 2019, adjusted thereafter by 2.5% annually. The AB 939 support fee is payable in June of each year, with the first payment due by June 30, 2019, and will be deemed late if received after June 30.

B) The AB 939 support fee is an annual payment to partially fund a City position designated as the City's Solid Waste and Recycling Coordinator, who will have responsibility for coordinating all Solid Waste and Recycling activities.

3.4 Street Sweeping Support Fee

A) To support the City's administration related to Street Sweeping Programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this Agreement, Company will pay to City a Street Sweeping support fee in the amount of $25,000 per year, for each calendar year or prorated portion thereof in which it receives compensation adequate to recover street sweeping service costs, and adjusted by 2.5% annually. The Street Sweeping support fee is payable in June of each year, with first payment due by June 30, 2019, and will be deemed late if received after June 30.

B) The Street Sweeping support fee is an annual payment to partially fund a City position designated as Street Maintenance Supervisor, who will have responsibility for coordinating all street sweeping activities.

3.5 Biennial Audit Fee

A) Company shall remit to City the first biennial audit fee by December 31, 2019, and every other year thereafter by December 31. The City will use its funds to pay for a third-party audit of Company's reports and records as described in Section 8.2.6.

B) The audit fee shall be $89,000 for the first payment due December 31, 2019, and $69,000 for the second audit fee due December 31, 2021. Subsequent biennial audits

shall be the $69,000 amount, increased by 2.5% for each year following the 2021 payment.

3.6 Mobile Phone Application Fee

To support the City's mobile phone application, Company will pay to City a Mobile Phone Application fee in the amount of $7,500 per year and adjusted by 2.5% annually. The Mobile Phone Application fee is payable in June of each year, with first payment due by June 30, 2019, and will be deemed late if received after June 30.

3.7 Abandoned Item Abatement Program Fee

To support the City's collection of abandoned items, Company shall pay an Abandoned Item Abatement Program fee in the amount of $200,000 per year starting June 30, 2019, adjusted thereafter by 2.5% annually. The Abandoned Item Abatement Program fee is payable in June of each year, with first payment due by June 30, 2019, and will be deemed late if received after June 30. In addition, Company shall pay to the City a one-time lump sum payment of $200,000 within seven (7) days of start of Agreement to reimburse the City for equipment related to abandoned item collection.

3.8 Host Fee

Commencing on July 1, 2018 and during the Term of this Agreement, including any extensions, and for two (2) years following its expiration, Company agrees that it shall pay to the City One Dollar ($1.00) per ton for each ton of material placed into the landfill at AVRDF for purposes of disposal or alternative daily cover, regardless of origin.

Notwithstanding the above, the host fee shall not apply to material placed into the landfill at AVRDF at no charge under the terms of this Agreement, including materials self-hauled by the City to AVRDF, or materials delivered by Residential Customers under the Solid Waste Voucher and Soil Voucher programs.

In the event that the AVRDF closes, the host fee shall transfer to all tons processed at the POWR Center.

Beginning with the Rate Year starting July 1, 2019, and each July 1 thereafter, the per ton host fee shall be increased by two percent (2%).

On or before the twentieth (20th) day following the end of each calendar quarter, Company shall remit the host fee. Company shall prepare and submit a fee payment statement with each host fee.

3.9 Future Fees

In the event that City implements a new fee (or increases an existing fee beyond the amount contemplated under this Agreement) Company shall be entitled to a rate adjustment in an amount sufficient to recover the fee from Customers. City may elect to have Company pay monthly, or on another schedule as City identifies. City may set deadlines and late fees, and additional fees would be subject to audit.

3.10 Late Fees

If the fees, as provided in Sections 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7 and 3.8 are not paid by the specified dates as described above, Company shall pay to City a penalty in an amount equal to two percent (2%) of the amount that is late, plus interest at a rate of ten percent 10% per annum prorated to each day of delinquency. City may charge the same late payment penalties for other payments due to City pursuant to the terms thereof.

ARTICLE 4
DIRECT SERVICES

4.1 Refuse

4.1.1 General

The work to be done by Company pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Company of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not.

4.1.2 Manner

The work to be done by Company pursuant to this Agreement shall be accomplished in a thorough and professional manner so that all Customers are provided reliable, courteous and high-quality Solid Waste Handling Services at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Company of the duty of accomplishing all other aspects in the manner provided in this section, whether such other aspects are enumerated elsewhere in the Agreement or not.

4.2 Residential Services

4.2.1 Automated Residential Curbside Service

A) Company shall Collect Refuse delivered for Collection by Residential Accounts receiving curbside service not less than once per week. All Collection service will be automated unless circumstances beyond the Company's control require that manual operations be conducted. Company will continue to provide each Residential Account with one Cart of 96-gallons, for weekly service. Customers may obtain additional Refuse Containers from the Company at an additional fee to be charged by the Company in accordance with the approved rate schedule. Company shall offer the "Super Recycler" 32-gallon refuse cart rate to residents at the rate in accordance with the approved rate schedule.

B) The primary Collection location shall be curbside, but may vary for Premises adjacent to a paved alley or other reasons. The designated Collection location of Containers, if

disputed by the Customer or the Company, shall be determined by the City. Company will relocate Carts for Collection, when necessary, and return them to their original position. Additionally, if in the City's opinion the existing Collection location is inappropriate, the City may require the Customer and/or the Company to relocate the Collection location.

C) Residential Cart Customers may periodically generate more Refuse than will fit in the Refuse Cart(s). Residential Customers are therefore entitled to two annual pickups per calendar year of material that does not fit in the Refuse Cart(s) at no additional cost. One pickup shall consist of up to the equivalent of three (3) large bags, boxes or barrels of Refuse. Company shall Collect all Refuse put out for Collection in addition to the foregoing two (2) pickups per calendar year to be provided at no charge. Residential Customers may be charged per pickup in accordance with the approved rate schedule for overage pickups above two (2) per year. Overage pickups, in addition to the two free pickups, will be provided at no additional charge for the first three weeks beginning December 26 and also for one week in April during the City's Environmental Pride Week. This service is limited to Refuse that could otherwise be placed in the Refuse Cart, placed out on Customer's regular Collection day, and not Bulky Items which are Collected in accordance with Section 4.2.2.

D) Residential Cart Customers located on private roads not receiving street sweeping services shall be charged a different rate for non-street sweeping Customers.

E) Upon Customer request, Company shall provide residents with specialized cart lock option for an additional fee to be charged by the Company in accordance with the approved rate schedule.

4.2.2 Residential Bulky Item Pickup

A) Company will provide Bulky Item pickup service to all Residential Accounts (including both Cart and Bin Customers) on the regularly scheduled Collection day. Customers will provide the Company with twenty-four (24) hours notice (by phone, online, or through the City's app), and the items will be Collected on the Customer's regular Collection day.

B) Bulky items Collected by Company will be diverted as appropriate.

C) Single-Family Customers and Multi-Family Customers with Cart service are entitled to four pick-ups per year at no additional charge. Each pick-up may have four (4) Bulky

Items. Additional pickups, or additional items per pickup, may be subject to an additional fee to be charged by the Company in accordance with the approved rate schedule.

D) Multi-Family Refuse Bin Customers shall be entitled to a number of annual pickups equal to the number of dwelling units in the Customer's building or complex. The property manager shall call in the pickup requests. Each pick-up may have four (4) Bulky Items. Additional pickups, or additional items per pickup, may be subject to an additional fee to be charged by the Company in accordance with the approved rate schedule.

E) Bulky Items Collected by Company Collected under this Agreement, may not be landfilled or Disposed of until the following hierarchy of Diversion efforts has been followed by Company:

1) Reuse as is;

2) Disassemble for reuse or Recycling;

3) Recycle;

4) Dispose.

4.2.3 Walk-Out Service for Disabled Customers

Company shall provide Walk-Out Service to disabled Customers at no additional charge. In order to qualify as disabled under this Section, Customers must provide evidence that they are physically unable to move the Containers, such as a doctor's note. Additionally, Walk-Out Service need not be provided if an able-bodied Person resides with the disabled Customer. Customers may be asked periodically, but no more than once per year, to reconfirm the physical disability and sign an affidavit that no able-bodied residents reside at the Premises. It will be the Customers responsibility to secure pets (such as dogs) to not interfere with Walk-Out Service.

Walk-Out Service means that Company will remove Refuse, Recyclable and Green Waste Carts and Cart overages from Customer's storage area, place them out for Collection, and return Carts to Customer's storage area after Collection, ensuring that all doors or gates are closed securely.

4.2.4 Residential Bin Refuse Collection

A) Company must provide Customers at Multi-Family Dwellings with a Bin for Collection of Refuse where they are not reasonably able to receive individualized Curbside service due to lack of storage space or other factors as determined by City. Company must Collect all Refuse placed in Bins for Collection not less than once per week. City has the right to determine the number and size of Containers and the frequency of Collection. In addition, Single-Family Dwellings may elect to use Bins for Refuse rather than Carts, space permitting and at the City's discretion and pay the applicable Bin Service rate. Company must provide those Single-Family Dwellings that elect to use Refuse Bins with all other services that are the same as those received by Single-Family Dwellings with Cart service, including but not limited to providing Recycling and Green Waste Carts at no additional charge.

B) Company shall undertake all reasonable efforts to complete Collection service at each Multi-Family Account receiving Bin Service in accordance with scheduled routing. If, at the time of Collection at a Multi-Family Account, the Bin is not accessible to the Collection vehicle, Company shall notify the Customer or manager of the Premises by telephone of the situation and request that access be provided. If the Customer or manager of Premises is unavailable or unable to provide prompt access to the Bin, Company shall provide pickup at a later time, but may charge an extra pickup fee.

4.2.5 Solid Waste Voucher and Soil Voucher Programs

A) On an annual basis, Company will provide each of its Residential Customers with two Solid Waste Vouchers and one Soil Voucher for use at a drop-off location approved by the City. The drop-off location must be located within ten (10) miles of the City limits. Each Solid Waste voucher will entitle a Residential Customer to Dispose of up to one (1) ton of Solid Waste free of charge. Each Soil voucher will entitle a Residential Customer to Dispose of up to two (2) tons of clean inert turf or soil generated from residential landscaping projects (such as xeriscaping) at no charge.

B) Company shall provide the Solid Waste and Soil Vouchers through an electronic voucher system. Residents will provide proof of residency with address or account number at drop-off location. Company will track the number of vouchers used per Residential Account, up to the limit of two Solid Waste vouchers and one Soil Voucher per year. However, no later than July 31 of each Rate Year, Residential Customers must receive

notices of the availability of the Solid Waste Vouchers and Soil Voucher. Solid Waste Vouchers and Soil Voucher expire if not used within the same Rate Year.

4.2.6 Residential Used Oil Collection

Company agrees to assist the City with its efforts to comply with the requirements of the Department of Resources Recycling and Recovery (CalRecycle) Used Oil Payment Program, in accordance with the terms and conditions set forth in this Section.

A) Door to Door Used Oil Collection.

1. Company will provide used oil Collection to Residential Accounts. Residential Accounts will call Company Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time) to schedule a Collection. All after-hour calls will be directed to a voicemail system and/or answering service and returned by the next business day. Company will then schedule a Collection date and will review the program parameters with the Residential Account. If the Residential Account has small quantities of oil, the operator will recommend the use of a Certified Used Oil Collection Center instead.

2. Company will utilize properly trained personnel to Collect the materials from the Residential Account and to place the materials into proper containers for Collection and transport. Each Residential Account shall be limited to one Collection per year and will have the following limits per Collection:

   Up to ten (10) gallons of used motor oil in containers of five (5) gallons or less;

   Up to five (5) used oil filters.

3. Company will produce two reports for the City based on the Collections, by the 20th day of the end of each calendar month: daily routing sheet and a monthly (as needed) performance report. The daily routing sheet will provide names and locations of Residential Accounts requesting service, and the volume of used oil and used filters Collected from the Residential Account. The monthly performance report will include a calculation of the total amount of used oil and used filters Collected during the prior month.

B) Certified Used Oil Collection Center Program.

1. Company will perform annual site visits to all Certified Used Oil Collection Centers located in the City, as required and outlined in the City's Used Oil Payment Program. During the visits, Company will complete the "Collection Center Checklist" as required by CalRecycle, will check for all required signage, will ask the Center's representative if they have encountered any problems, and will leave the door-to-door Collection program card for use by Residential Accounts.

C) Used Oil Filter Collection Program.

1. To encourage Certified Used Oil Collection Centers to continue to participate in the program, Company shall provide used oil filter Collection drums at all participating Certified Used Oil Collection Centers that are willing and authorized to Collect used oil filters. Any Certified Used Oil Collection Center requesting more than one used oil filter drum Collection per quarter shall require City approval.

D) Annual Report Preparation.

1. Company shall prepare the City's Annual Used Oil and Filter Recycling Payment Program Report(s) in accordance with the guidelines provided by CalRecycle's most recent Used Oil Payment Program procedures. Company shall also prepare the Annual Form 303 as required by the Department of Toxic Substances Control pursuant to the Agency's requirements. Company shall submit the reports no later than two weeks prior to their respective deadlines to the City for review unless authorized by the City's Used Oil Payment Program Manager to submit the report at a later time.

E) Invoicing and Payment.

1. Beginning on May 1, 2018, and each May 1 thereafter, City agrees to notify Company in writing the amount of Grant Funds available to provide the services described above during the next Rate Year ("Annual Budget"). City guarantees payment of amounts up to and including the Annual Budget. Company is not required to provide services in an amount greater than the Annual Budget. If no written notice is received from the City, the parties agree that the Annual Budget for the next Rate Year will be twenty-five thousand dollars ($25,000.00).

2. City agrees to pay Company for its services related to used oil Collection in accordance with the rate schedule provided in Exhibit A and adjusted in accordance with Sections 6.3 and 6.4.

3. Company shall invoice City monthly for services, by the 30th of each month. The invoice shall itemize each used oil and used filter Collection from Residential Accounts, each used filter drum Collection (and drum deposits), each visit to a Used Oil Collection Center, and time spent for report preparation during the prior calendar month. City shall pay all undisputed portions of an invoice within thirty (30) days of the date of the invoice. Payment on any disputed portions of an invoice shall be made within ten (10) days from the date of resolution of the dispute.

F) Program Termination.

1. By City. City reserves the right in its sole discretion to order Company to cease performance of the above services, upon fifteen (15) days written notice. In the event of such order, Company shall stop all work hereunder as of the effective date of the notice. Company shall also surrender to City all finished or unfinished annual reports and supporting documentation, which shall be City's property. Company shall be entitled to compensation in full for all services performed up to and including the effective date of the notice.

2. By Company. Company reserves the right to discontinue providing the above services, in the event that it discontinues providing these services in all of the Antelope Valley or, more generally, in Southern California, upon ninety (90) days written notice to City. During the notice period, Company agrees to use reasonable efforts to locate a substitute vendor and ensure a smooth transition to the new vendor. Company shall also surrender to City all finished or unfinished annual reports and supporting documentation, which shall be City's property. Company shall be entitled to compensation in full for all services performed up to and including the effective date of the notice.

4.2.7 Optional Residential HHW Collection

At the City's option, Company shall provide door-to-door HHW collection for Single-Family and Multi-Family Customers at a fee per the approved rate schedule. Residents will call Company and request a HHW collection at their home. A collection kit consisting of a heavy bag, bag tie,

labels, and instructions will be sent via U.S. mail to the resident, who will package waste and place it at the designated collection point on the arranged collection date. Company will inspect, collect, and properly dispose of the HHW.

4.3 Commercial and Industrial Services

4.3.1 Commercial Bin Services

A) Except for those Commercial Accounts receiving curbside service using Carts, the Company must make arrangements to provide Bin Service to Commercial Accounts. Company must Collect and remove all Refuse that is placed in Bins from every Commercial and Industrial Premises receiving Bin Service, at least once every week or more frequently if required to handle the waste stream of the Commercial and Industrial Premises where Bins are located.

B) The designated Collection site, if disputed by the Customer or Company, will be determined by the City.

4.3.2 Temporary Bin and Roll-off Services

The Company must make arrangements to provide Temporary Bin and Roll-off Box service to Residential and Commercial Accounts that request such service. Company must Collect and remove all Refuse and Construction and Demolition Debris that is placed in a Temporary Bin or Roll-off Box from any Premises receiving such service.

Company shall provide exclusive Temporary Bin and Roll-off Box Collection service upon request and deliver a Container to a Customer within one (1) business day of request (Sundays and holidays identified in Section 4.11.1 excluded). Failure to guarantee and/or provide delivery of a Container within this timeframe may result in an assessment of liquidated damages for each day Company is late in providing the Container, and/or the City may authorize another service provider to provide such service.

Company will provide standard Temporary Bins and 10, 20, 30 and 40-cubic-yard Roll-off Boxes, and extra services requested by Customers, including extra pickups, relocation of Containers, and use of compactors and vertical compactors, at the rates set forth in Exhibit A. The provision of compactors, which are compaction devices attached to enclosed Containers, is not included in this Agreement. Providing Collection services for such compactor Roll-off Boxes is included.

The Company must deliver and Collect Temporary Bins and Roll-off Boxes at the direction of the Customer. Temporary Bins and Roll-off Boxes must be free of graffiti and in good repair, and must be clearly marked as belonging to the Company. Special consideration will be given when determining the Collection location for Temporary Bins and Roll-off Box service to ensure that the flow of traffic is not impeded. The designated Collection location, if disputed by the Customer or the Company, will be determined by the City. Additionally, if in the City's opinion the location of an existing Collection location is inappropriate for aesthetic or safety reasons, the City may require the Customer or the Company to relocate the Collection location.

4.3.3 Commercial and Industrial Curbside Services

The Company must make arrangements to provide permanent curbside service using 96-gallon Carts to Commercial Accounts that are not reasonably able to receive Bin Service due to the lack of storage space or other factors as determined by City. Company must Collect and remove all Refuse that is placed in Carts from all Commercial and Industrial Premises receiving curbside service, at least once each week or more frequently if required to handle the waste stream of the Commercial and Industrial Premises where the Cart or Carts are located.

4.3.4 Obligation of the Company and Service from Other Providers

A) If Company does not provide the requested Container to the Commercial Customer within one (1) business day of request (Sundays and holidays identified in Section 4.11.1 excluded), Customer may call the City and request approval to receive service from another service provider until such time as the Company can provide that service in its normal course of business. Company must notify Customers of this right at the time the Customer requests Container if the Company cannot provide the requested container within one (1) business day.

B) In those circumstances where Commercial or Industrial business Premises require Collections of Solid Waste at times, frequencies or in a manner such that the Company is unable to perform that Collection in the normal course of business, or where unusual quantities of Solid Waste or special types of materials are to be Collected and Disposed of, or where special methods of handling and Disposal are required, the City Manager may authorize the Commercial or Industrial business owner to use another duly licensed or permitted Solid Waste enterprise for such special service until the Company can provide that service in its normal course of business.

4.3.5 Access to Commercial and Industrial Containers

Company shall undertake all reasonable efforts to complete Collection service at each Commercial and Industrial Account in accordance with scheduled routing. If, at the time of Collection at a Commercial or Industrial Account, the Bin or Roll-off is not accessible to the Collection vehicle, Company shall notify the Account by telephone of the situation and request that access be provided. If the Account is unavailable or unable to provide prompt access to the Bin or Roll-off, Company shall provide pickup at a later time, but may charge the extra pickup fee set forth in the City-approved rate schedule as set forth in Exhibit A.

4.4 Other Services

4.4.1 Annual Cleanup Campaign

Company will provide special Collection services once a year during the one-week cleanup campaign known as the City's "Environmental Pride Week". These special Collection services shall include pick-up of extra trash bags of up to ten (10) thirty-gallon bags per household.

4.4.2 Emergency Collection and Disposal Service

In the event of major disaster, such as an earthquake, storm, riot or civil disturbance, or as otherwise determined necessary by the City, Company will, at the City's request, assist the City with emergency Collection and Disposal service by providing Collection vehicles and drivers normally assigned to the City. Company may Bill City an hourly service fee in accordance with the approved rate schedule as set forth in Exhibit A.

4.4.3 Sharps Collection Program

Company shall implement a program for Collection and safe processing of "Sharps Waste" generated at Residential Accounts, through a community and/or mail-based program. Upon request by Customer, Company will provide Residential Customers (both Single and Multi-Family) with one pre-paid postage mail-back Sharps Waste Containers per year at no additional charge. Company will develop and distribute public education materials to promote this program in a frequency and format approved by the Public Works Department.

4.5 Services Provided to City

4.5.1 City Facilities

Company must provide Solid Waste Collection, Recycling, and Green Waste services at all City facilities, parks, and Premises currently owned or operated by the City, and at future City facilities. No additional charge will be made to the City for these services. Such services provided at no additional charge shall include routine, on-going City operations and maintenance activities, including but not limited to code enforcement, but shall not include City Construction and Demolition projects.

4.5.2 Containers and Roll-off Boxes

Upon City's request, Company must provide Containers or Roll-off Boxes for the Collection of Solid Waste at locations within the City that may be designated from time to time by City's departments, including code enforcement, public works, and housing, at no cost to the City.

4.5.3 City-Sponsored Events

Upon City's request, Company must provide Solid Waste and Recycling Containers for City-sponsored events and cleanup campaigns sponsored by the City or by the Chamber of Commerce, at no cost to the City. During the month of January, City will provide to Company a list of anticipated events and cleanup campaigns to be sponsored by City to facilitate Company's budgeting and advance planning efforts with regard to the placement of Solid Waste and Recycling Containers. The list may be modified by City during the course of the calendar year.

4.5.4 City Recycling Programs

Company must assist Recycling operations at City facilities and offices (such as co-mingled recyclables, white paper, and mixed paper recyclables) at no cost to the City.

4.5.5 Street Sweeping

In order to address the litter or loose refuse which is unavoidably produced during ordinary Solid Waste collection and transport activities, Company shall provide as a portion of its services, street sweeping of public streets within the City. Customers not located on City streets for which this street sweeping occurs shall not be charged for such services.

A) Company shall to provide street sweeping within the City in accordance with the specifications set forth in Exhibit C. Following commencement of services, the parties agree in good faith to allow Company to temporarily suspend providing street sweeping services during periods of environmental, technical or other infeasibility. Company shall provide notification to Customers of its provision of street sweeping services and any change in the rates for service at least forty- five (45) days in advance of commencing service. Such notification by Company is not intended to substitute for or waive any legal requirements related to fees and charges applicable to City.

B) If Company subcontracts street sweeping service to another company, City shall have the right to approve selection of the subcontractor in advance of service, and City reserves the right to require Company to terminate the street sweeping subcontractor and replace with another street sweeping subcontractor (or street sweeper operator) upon ninety (90) days written notice if City Council determines that the quality of street sweeping services is not meeting the City's requirements in its sole and unfettered discretion.

C) Company and City shall negotiate in good faith if the number of curb miles swept substantially increases without a proportional increase in the number of solid waste customers.

4.5.6 Large Venue Event Assistance, Event Recycling

Company will assist planners of large venue events with reporting and planning needs as may be useful in meeting the requirements of AB 2176, and in lowering Disposal quantities generated at such events at no additional charge. Company shall take a proactive role in Solid Waste planning for large events. When informed by City as to an upcoming event, Company shall contact event planners to initiate Solid Waste Collection planning.

4.5.7 City Self-Haul Disposal and Recycling

Company shall accept and process material self-hauled by the City to the AVRDF or POWR Center from City-related maintenance and construction activities at no additional charge for any such volumes less than or equal to the total volume of tons reported in 2016 ("2016 City Volume"). For each ton of such exceeding the 2016 City Volume of 2,759 tons, Company shall charge the City at the then-applicable rates for theroll-off box per ton charges by commodity in Exhibit A.

4.6 Recycling

4.6.1 Single-Family Recycling Collection

Company must provide all Customers at Single-Family Dwellings with a minimum of one Cart for the Collection of Recyclable materials, and must Collect all Recyclable materials placed therein for Collection not less than once each week. Recycling Carts will have a capacity of approximately 96 gallons. Company will relocate Carts for Collection, when necessary, and return them to their original position. Customers that regularly fill their Recycling Carts will be provided with additional Carts by Company upon request, at no additional charge. Company will Collect Recyclable Material placed in Recycling Carts for Collection from each Customer on the same day that a Customer's Refuse Cart is Collected. Company must have a Recycling program whereby, at a minimum, the Company Collects the materials described in Section 1.43. Recyclable Material must be placed loosely into the Recyclable Materials Container and not bagged.

4.6.2 Multi-Family, Commercial and Industrial Recycling Services

A) The Company must make arrangements to offer and provide Recycling services to Multi-Family, Commercial, and Industrial Accounts, using Bins or Carts, depending upon the Customer's needs, at a rate in accordance with the City-approved rate schedule as set forth in Exhibit A.

B) To assist the City in meeting the requirements of AB 939 and AB 341, Company must have a Recycling program and incentives whereby, at a minimum, Company Collects the Recyclables Materials described in Section 1.43 and Construction and Demolition Debris. Company agrees to assist City to identify Multi-Family, Commercial and Industrial Premises required to arrange for Recycling Services under State law, offer Recycling Collection to such Premises, and notify the City in the event of refusal by Customer to subscribe for Recycling Collection.

C) The Company must use its best efforts to prevent Construction and Demolition Debris that is suitable for Recycling from being landfilled. These efforts will include, but are not be limited to, contacting and educating building companies about available Recycling services, enhancing existing programs to encourage the Recycling of Construction and Demolition Debris, and compliance with policies, programs, and ordinances that may be adopted by the City that relate to the Diversion and Recycling of Construction and Demolition Debris.

4.6.3 Marketing and Sale of Recyclable Materials

Company shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Company may retain revenue from the sale of Recyclable Materials, and shall report the amount of such revenues to City upon request.

Company understands the City is an RMDZ zone and as such, has a preference towards local reuse. Company shall cooperate to extent practical in supporting local reuse and partnerships with City to support such programs.

4.6.4 Commercial Paper Shredding Pilot Program

By January 1, 2019, Company will begin a pilot program to Collect and shred paper materials from Commercial Customers. Prior to implementation, City and Company shall mutually agree on the pilot program participants, the public education to be provided by Company, and the format of the Collection and Diversion program. Company shall provide the shredding service at a rate not to exceed the City-approved rate for commingled commercial recycling service. Company shall Collect data regarding program participants' waste stream prior to implementation of, and during, the pilot program. The pilot program will last for a minimum of six months. Company will offer onsite paper shredding for residents on the second or fourth Saturday of each month at the Antelope Valley Recycling and Disposal Facility at no charge. The number of Saturdays for onsite shredding may be increased or decreased based on participation, subject to advance written City approval.

4.7 Organic Waste Program

4.7.1 Residential Green Waste Collection

A) Company must provide all Single-Family Dwellings with a Cart for Collection of Green Waste. Company must Collect all Green Waste placed in Green Waste Carts, as well as all Green Waste bundled as set forth below, not less than once per week. Green Waste Carts will have a capacity of approximately 96-gallons. Company will relocate Carts for Collection, when necessary, and return them to their original position. Customers that regularly fill their Green Waste Carts will be provided with additional Carts by Company upon request at no additional charge. Company must Collect Green Waste placed for Collection, either in Green Waste Carts or bundled as provided below, from each Customer on the same day that the Customer receives Refuse Collection. Company must have a Green Waste Recycling program whereby, at a minimum, the Company

Collects the following types of Green Waste from Customers: leaves, grass clippings, weed, twigs, shrubbery, clean wood, and tree trimmings.

B) Company is obligated to Collect Green Waste set out for Collection in bundles only if that bundle is a maximum of 48 inches long and 24 inches in diameter, with each bundle weighing less than 50 pounds.

C) Horse manure is allowed in Residential Green Waste Carts.

4.7.2 Organic Waste Collection Services

A) Company shall make arrangements to offer and provide Organic Waste Collection Services to Multi-Family, Commercial and Industrial Accounts to comply with State requirements for Mandatory Commercial Organics Recycling under AB 1826. Organic Waste Collection may be done utilizing Bins or Carts, depending on the amount of material generated or space constraints. Company agrees to assist City to identify Multi-Family, Commercial and Industrial Premises required to arrange for Organic Waste Services under State law, offer Organic Waste Collection to such Premises, and notify the City in the event of refusal by Customer to subscribe for Organic Waste Collection.

B) Organic Waste Collection shall not exceed the rate as set forth in Exhibit A for Collection of Solid Waste from Commercial Accounts using Bins or Carts, as those rates may be adjusted in accordance with Section 6.3.

4.7.3 Holiday Tree Collection Program

Company must advertise and conduct an annual holiday tree Collection program. During the first two weeks in January, all holiday trees placed for Collection on Collection day by Single Family and Multi-Family Customers will be Collected by Company. Single-Family Customers shall place holiday trees on the curb. Multi-Family Customers shall place holiday trees in the area designated by the Multi-Family property manager, typically next to the Refuse Bin enclosure. Company will also provide a drop off location at a location approved by the City during this period and for two weeks after the curbside pickup period has ended. Company will Divert all holiday trees from landfilling, with the exception of trees that cannot be diverted due to flocking, tinsel, or ornaments.

4.7.4 Processing of Organic Waste

All Organic Waste shall be processed using methods that are approved by CalRecycle for Diversion credit. Organics Waste may not be used as alternative daily cover under existing CalRecycle requirements after January 1, 2020, unless otherwise approved by the City Council.

4.7.5 POWR Facility

Company shall use its best efforts to permit, construct and commence operation of the Palmdale Organic Waste Recycling (POWR) Center located at the Antelope Valley Recycling and Disposal Facility located in the City for processing of Organic Waste on or before July 1, 2020. The City agrees to use best efforts to cooperate with Company in the permitting of the facility and expedite processing of any application.

Notwithstanding any provision herein to the contrary, the foregoing start date shall be extended, and liquidated damages shall not be assessed, where construction or operation of the POWR Center is delayed due to events outside of the reasonable control of Company, including without limitation, delays in the receipt of permits or entitlements, or litigation relating to the issuance of permits or entitlements or seeking to enjoin construction or operation.

4.8 Minimum Diversion Requirements

4.8.1 CalRecycle Requirements

As provided for in this Agreement, it is the Company's obligation to use its best efforts to assist the City in Recycling or diverting from landfill Disposal 50% of all Solid Waste generated within the City. Solid Waste Collected will be considered to have been Recycled or diverted as required under this Agreement only if it is deemed to be Diversion by CalRecycle in connection with the City's efforts to meet State Diversion goals. Company must provide documentation to the City within twenty-five (25) days after the end of each calendar month that specifies and supports that preceding month's Diversion rate. If City does not meet the Diversion rate required under applicable law, and Company has failed to maximize the Recycling and Diversion of materials Collected pursuant to this Agreement, then Company shall be required to implement, at its sole cost and expense, additional programs as needed to enable City to meet applicable Diversion requirements.

4.8.2 Minimum Diversion Rate for Hauler-Collected Solid Waste

Company shall Divert from landfilling a minimum diversion rate of all Solid Waste it Collects under this Agreement, according to the diversion table below. City self-haul tonnage for City maintenance and construction activities delivered by the City to the AVRDF is to be counted towards meeting this diversion requirement. Source-reduction by Customers or Recycling of materials not Collected by the Company is not to be counted towards meeting this requirement. Tonnage that was directly delivered to the Antelope Valley Recycling and Disposal Facility through Solid Waste and Soil vouchers per Section 4.2.5 is not to be counted towards meeting this requirement. For the purposes of this section, Diversion includes Recycling, Transformation and other forms of converting Solid Waste into energy only to the extent that such Diversion is accepted by the State toward meeting the City's Diversion requirement under AB 939.

	Minimum Diversion Requirement
July 1, 2018 – December 31, 2018	25.55%
CY 2019 (January 1, 2019 – December 31, 2019)	25.55%
CY 2020 (January 1, 2020 – December 31, 2020)	26.62%
CY 2021 (January 1, 2021 – December 31, 2021)	28.25%
CY 2022 (January 1, 2022 – December 31, 2022)	30.65%
CY 2023 and beyond	35.00%

If a form of Diversion, such as any form of Transformation or the use of Green Waste as alternative daily cover at landfills, ceases to provide Diversion credit for any reason (regulatory change, Facility closure, other), this will not relieve Company of the requirement to meet this minimum Diversion requirement, and no extraordinary rate increase shall be provided if Company must implement alternative programs to meet this minimum requirement.

Upon the request of either party, not more often than once every two (2) years, the parties agree to meet and confer, and negotiate in good faith, regarding adjustments to the minimum

diversion rate, based on factors including waste characterization data provided by Company, trends in source reduction and reuse, trends in third party diversion, extent of reverse logistics, the availability of permitted facilities that are capable of processing material to achieve the required levels of diversion, emerging methods of processing and recycling/reusing new waste materials, the availability of markets, transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Contractor and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective.

Failure to divert the above minimum Diversion requirement by the end of the calendar year may result in an assessment of liquidated damages for each ton below tonnage level necessary to meet Diversion requirement.

4.9 Recycling Contamination

As used herein, "contamination" refers to materials placed in a Recyclable Materials Container other than those Recyclable Materials which are appropriate for Collection as more fully set forth in this Agreement. Without limiting Company's overall diversion obligations in any way, City and Company agree to utilize the following procedures to assist in achieving the above noted contamination goal:

A) If Company documents that a particular Customer has a Recyclable Materials Container with excessive contamination, Company shall service the Recyclable Materials Container, making whatever accommodations are necessary, such as Collecting the Recyclable Materials Container as Solid Waste, or removing the contamination prior to Collection. Company will tag the Recyclable Materials Container with a notice that includes:

1) The fact the Recyclable Materials Container required special handling and the contents could not be Recycled due to the presence of inappropriate material in the Recyclable Materials Container;

2) A description of the Recyclable Materials that are appropriate for Collection in the Recyclable Materials Container;

3) An explanation that a subsequent incident of excessive contamination may result in non-Collection, removal of the Recyclable Materials

Container, and/or the imposition of a contamination fee (for Commercial and Industrial Accounts only), and, where warranted, requiring additional or larger-sized Solid Waste Containers, or additional Collections of existing Containers, at an additional cost to the Customer; and,

4) A phone number to contact Company to obtain additional information and or receive responses to Customer questions.

B) In the event the Customer in question continues to place Recyclable Materials Containers with excessive contamination out for Collection, Company may remove the Recyclables Containers with written advanced approval of the City.

C) For Commercial and Industrial Accounts, Company may Collect the Recyclable Materials Container in the same manner as a Container not designated for Collection of Recyclable Material and charge the Customer a contamination fee in an amount that does not exceed the maximum rate set forth in Exhibit A. In addition, where there have been three (3) or more instances of excessive contamination by a Customer in any twelve (12) month period, Company may (with approval of the City Manager) deliver additional or larger Solid Waste Containers to the Customer, or require additional weekly Collections as appropriate, and charge the Customer for such increased or additional services at rates that do not exceed the maximum rates set forth in Exhibit A.

4.10 Manure Collection

In order to meet AB 939 and AB 1826 requirements, Company shall provide a horse manure Collection program. Residential Cart Customers may place manure in the Green Waste Carts. Additionally, Residential or Commercial Accounts which produce large amounts of manure shall be able to utilize Roll-off Boxes provided at a rate not to exceed the rate for solid waste disposal.

4.11 Operations

4.11.1 Schedules

A) Solid waste may be Collected only between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday, excluding holidays as referenced below. Residential Collection may take place only from Monday through Friday. There must be no Collection on Sunday without prior City approval. If the regularly scheduled Collection

day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, Collection days for the remainder of that week may be postponed one Collection day.

B) Upon City's request, Company must review with the City its operations plan outlining the Collection routes, intervals of Collection, and Collection times for all materials Collected under this Agreement upon 30-days written notice requesting this review. If the operations plan is determined by the City to be inadequate, Company must revise its plan, incorporate any changes into a revised plan, and review that revised plan with the City within thirty (30) days. The revised plan is subject to approval by City Manager.

C) When notified of a missed pickup, Company must Collect the Refuse, Recyclable materials, or Green Waste that was not Collected within one business day after that notification, if feasible.

4.11.2 Vehicles

A) **General.** The Company must provide Collection and sweeper Vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Route Collection vehicles shall be powered by natural gas, or with advance City Council approval, other clean energy. Any additional vehicles or routes that may be required to meet the service standards during the term of this Agreement will be at the Company's sole expense. The Company must have available on Collection days sufficient back-up and auxiliary vehicles to respond to all complaints and emergencies. All vehicles must be in good condition and must be free of dust and dirt, without peeling paint or chipping, and painted in a standard color. The Company's corporate logo must be legible.

B) **Specifications.** During the term of this Agreement, Company shall operate no Collection vehicles within the City that are over ten (10) years in age, except that roll-off vehicles and spare collection vehicles are exempt from this 10-year age limit. All Collection and sweeper Vehicles must be registered with the California Department of Motor Vehicles and must have water-tight bodies designed to prevent leakage, spillage, and overflow. Company's Collection and sweeper vehicles must comply with regulations adopted by the Antelope Valley Air Quality Management District and the California Air Resources Board, as they may be amended from time to time, as well as other federal, State, and local laws and regulations that may be enacted during the term of this Agreement.

C) **Vehicle Identification.** The Company's name, local telephone number, and a unique vehicle identification number selected by the Company and approved by the City must be prominently displayed on all vehicles, in letters and numbers no less than three inches high. The Company must not place the City's name or any City logos on the Company's vehicles. In addition, the City may provide billboards promoting its programs to be placed on Collection vehicles, and Company will provide for suitable frames to hold the billboards, on one side of each vehicle. The parties will confer regarding the size and materials used for the billboards.

D) **Cleaning and Maintenance**

1) The Company must maintain all of its properties, vehicles, Facilities, and equipment used in providing service under this Agreement in a safe, neat, clean, and operable condition at all times.

2) Collection and sweeper vehicles must be painted, thoroughly washed, and thoroughly steam-cleaned on a regular basis in order to present a clean appearance. To the extent commercially reasonable, the City may inspect vehicles at any time to determine compliance with this Agreement. To the extent commercially reasonable, the Company must also make vehicles available to the Los Angeles County Health Department for inspection, at any frequency it requests. The Company agrees to replace or repair, to the City's reasonable satisfaction, any vehicle that the City determines in its reasonable judgment to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

3) The Company must repaint any Collection or sweeper vehicle within sixty (60) days following written notice from the City, if the City determines in its reasonable judgment that its appearance warrants repainting.

4) The Company must inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in an unsafe or excessively noisy condition, must be removed from service until repaired and operating properly. The Company must keep accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation), and must make those records available to the City upon request.

5) The Company must repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause, so as to maintain all equipment in a safe and operable condition. The Company must maintain accurate records of repair, which will include the date and mileage (or hours of operation), nature of repair, and the verification by signature of a maintenance supervisor that the repair has been properly performed.

6) Upon City's request, the Company must furnish to the City not later than 30 days after the end of each calendar year, a written inventory of all Collection and sweeper vehicles used in providing service.

E) **Operation**

1) Vehicles must be operated in compliance with the California Vehicle Code, and all applicable local ordinances. The Company may not intentionally load vehicles in excess of limitations on vehicles imposed by State or local weight restrictions.

2) Vehicle noise shall be limited to avoid a nuisance condition. Equipment must comply with U.S. EPA noise emission regulations, currently codified at 40 CFR Part 205, and other applicable noise control regulations, and must incorporate noise control features throughout the vehicle. The Company must store all equipment located in the City in safe and secure locations in accordance with the City's zoning regulations.

3) The Company is responsible for any damage resulting from or directly attributable to any of its operations, and which it causes to: the City's driving surfaces, whether or not paved; associated curbs, gutters, and traffic control devices; other public improvements; and private roads and alleys, excluding normal wear and tear.

F) **City Inspection Per Code.** The California Highway Patrol (CHP) may cause any vehicle used in the performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with all applicable provisions of the State Vehicle Code, including all Vehicle Code sections regarding smog equipment requirements. The City may direct the removal of any vehicle from service if that vehicle

is found by the CHP to be in nonconformance with applicable codes. No vehicle directed to be removed from service by the City may be returned to service until its return to service has been approved by the CHP. City may audit all CHP annual inspection and compliance logs, pre- and post-trip inspection data, and vehicle service records when hydraulic leaks or mechanical failures adversely affect the City's infrastructure or any Residential property.

G) **Brake Inspections.** The brake system of each vehicle used in the performance of this Agreement must be inspected and certified by a trained mechanic, who is either a certified mechanic or is under the supervision of a certified mechanic. The Company's Facility that is used to store and maintain these vehicles used in the performance of this Agreement must also be certified under State law by the California Highway Patrol. Notice of certification must be filed with the City within 30 days after each such certification. Failure to submit the required certification may be grounds for terminating this Agreement.

H) **Correction of Defects.** Following any inspection, the City Manager has the right to cause the Company, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary, or unsightly. This determination may be appealed to the City Council, whose decision will be final.

I) **Accident Reports.** All accidents related to solid waste hauling and street sweeping operations must be documented in an incident report and submitted to the City on a monthly basis unless delayed due to legal requirements or attorney-client privileges.

J) **Street Sweeping Vehicles**

1) Vehicle Types. Company is required to use low-emission or alternative fueled, state-of-the-art, regenerative air and/or mechanical broom sweepers that are certified to meet all State and Federal Environmental Protection Agency (EPA) and National Pollution Discharge Elimination System (NPDES) compliance mandates. Vehicles must not be over five (5) years in age.

2) Flashing Strobe Light and Back-up Alarm. At a minimum, the light must be visible for a minimum of one mile, flash 60-90 times per minute, mounted to allow 360-degree visibility, and equipped with an amber lens.

Vehicle strobe light and back-up alarm shall conform to all applicable safety requirements.

3) Adequate water systems with adjustable spray nozzles to keep dust, caused by sweeping, to a minimum. Company will be responsible for obtaining all water and water meter(s) necessary for the performance of the work. This includes the cost of water and any fees from water purveyors (Palmdale Water District and/or Los Angeles County Waterworks District). City encourages Company to utilize recycled water for street sweeping purposes. City will assist Company in obtaining an agreement for the use of recycled water at a reasonable rate.

4) Automatic vehicle location device (vehicle location and management system (e.g., GPS)), which will report all street sweeping activity to the City and the Company. Company must provide the City with reasonable means to access location device information to verify locations that have been swept and at what speeds the sweeping was performed.

4.11.3 Containers

A) **Cart Design Requirements.** Company may utilize existing Carts in place at Customer locations at the start of this Agreement. Replacement Carts shall be new. Carts must be designed and manufactured in accordance with standard industry specifications or approved by the City before being placed in service by the Company. Carts shall be labeled or hot stamped with acceptable contents.

1) **Cart Lid.** Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents and other vermin, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Container during the dump cycle without interference with the

material already deposited in the truck body or the truck body itself and its lifting mechanism;

- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

2) **Cart Colors.** The Refuse, Recycling and Green Waste Carts will be differentiated by color. The cart bodies and lid of each cart must be the same color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Color must be uniform within each Container type, including replacement Carts distributed throughout the Term. The City shall approve final cart colors to be used by Company. If Company proposes change to current cart color structure, Company shall perform sufficient outreach to educate residents on what carts take what type of material.

3) **Cart Markings.** Carts shall be hot stamped. All Cart markings must be approved by City prior to ordering Carts. Graphics indicating which materials may and may not be placed in each Cart and instructions on how to properly dispose of HHW shall be included on the Cart lid. Cart information shall be bilingual in English and Spanish. Carts shall include Company's name and phone number.

4) **Cart Performance Requirements.** All Carts shall be designed and manufactured to meet the minimum performance requirements described below. Carts shall carry a minimum ten-year manufacturer's warranty.

5) **Cart Durability.** Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy their intended use and performance, for the term of this Agreement:

- Maintain their original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with the intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats) and vermin;
- The bottoms of Cart bodies must remain impervious to any damage that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.
- Designed to withstand crushing by automated arm from collection vehicles on a weekly basis.

6) **Chemical Resistant.** Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

7) **Stability and Maneuverability.** Carts shall be stable and self-balancing in the upright position, when either empty or loaded to the maximum

design capacity with an evenly distributed load, and with the lid in either a closed or open position. Carts shall be capable of maintaining the upright position in sustained or gusting winds of up to twenty-five (25) miles per hour as applied from any direction. Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

8) **Lid Performance.** Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to twenty-five (25) miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.

9) **Repairability.** Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by Company personnel. All repairs must restore the Container to its full functionality to meet the design and performance requirements as set for herein.

B) **Cart Ownership and Maintenance Responsibilities.** The Company is responsible for Cart repair and maintenance, graffiti removal, and replacing lost, stolen or damaged Carts within two business days at no additional charge to the Customer or to the City. The Company may, however, charge the Customer for repairing or replacing a Cart if the damage is due to the Customer's willful negligence or abuse. In no event may this charge be greater than the Company's actual cost for replacement and will be determined on a case-by-case basis. In any dispute between a Customer and Company involving a damaged, lost or stolen Container, the decision of the City Manager shall be

final. All Carts provided under this Agreement will become the property of the Company at the end of this Agreement, however the City retains the right to direct the Company to remove the Carts at the end of the Agreement at no charge, should the City so desire.

C) **Bins**

1) **Cleaning.** The Company must maintain its Containers in a clean and sound condition, free from putrescible residue at the time of delivery. Containers must be equipped with reflectors to enhance visibility. Containers must be constructed of plastic or heavy metal, or other durable material, and must be watertight and well painted. Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the Container, must be maintained in good repair. Company must inspect, and if necessary, clean or replace all Containers once each year at no charge. Company must perform cleaning or replacement of Containers more frequently, if necessary, for an additional fee, to prevent a nuisance caused by odors or vector harborage. When a Bin is removed for cleaning, Company shall replace the Bin, either temporarily or as a change-out, with another Container. Customers may request additional cleanings at a rate determined by the City and Company. Company must remove graffiti from any Container within one (1) business day of request (excluding Sundays and holidays) by City or Customers.

2) **Bin Identification.** Each Bin placed in the City by the Company must have the name and phone number of the Company in letters not less than three inches high on the exterior of the Container so as to be visible when the Container is placed for use. The Company must identify the Bin or Bins that are assigned to each Account using a method that is acceptable to the City. Each Container must be labeled with a conspicuous warning: "Not to be used for the disposal of hazardous waste."

D) **Scout and Push-Out Service.** If Company may determine it necessary to use a scout vehicle (or Bin truck) to position Containers for Collection, or find that it is necessary to manually move Containers a significant distance to position for Collection, Company

may not charge a fee for such services. Any disputes between Customer and Company regarding the provision of scout and push-out service will be referred to the City Manager, whose decision shall be final.

E) **Roll-off Boxes.** The Company must provide clean Roll-off Boxes, free from graffiti and equipped with reflectors. The Company must properly cover all open Roll-off Boxes during transport to the Disposal Site.

F) **Locking Bins.** Company shall provide locking Bin Service (including providing the hasp and lock and servicing the lock) to Customers that request such service in accordance with the approved rate schedule.

4.11.4 Litter Abatement

A) **Minimization of Spills**

1) The Company must use due care to prevent Solid Waste or fluids from leaking or being spilled or scattered during the Collection, transfer or transportation process. If any Solid Waste or fluids leak, or are spilled during Collection, the Company must promptly clean up those materials. Each Collection Vehicle must carry a broom and shovel at all times for this purpose. The Company may not, without the City's prior written consent, transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of emergencies that include, without limitation, fires in loads, mechanical failure, accidental damage to a vehicle, or a pre- approved method of Solid Waste transfer between vehicles.

2) The Company must identify instances of repeated spillage caused by Customers and must report those instances to the City Manager. The Company may charge a repeated business offender a fee determined by the City and Company and based upon sufficient supporting evidence. The City will attempt to rectify such situations directly with the Customer if the Company has already attempted to do so without success. If Company documents four instances of overloaded Containers within any calendar year for any Customer, Company may require the Customer to use the next-larger Container and may adjust the rate charged to the

Customer to reflect the revised service level, subject to the City's approval.

B) **Clean Up.** During the Collection or transportation process, the Company must clean up litter in the immediate vicinity of any Solid Waste storage or Collection area, whether or not the Company has caused the litter.

C) **Hydraulic Oil.** Any oil or hydraulic fluid spill, as determined by the City, that leaks onto Residential property, streets or highways from vehicles operated by the Company must be removed and cleaned by Company no later than two business days after notification from the City. If the leakage is not removed, and a second notification is given by the City, the City may engage a qualified third party to inspect Company's vehicles and to clean-up oil spots at Company's expense.

4.11.5 Personnel

A) The Company must furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers must be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

B) The Company must establish and vigorously enforce an educational program to train the Company's employees in the identification of Hazardous Waste. The Company's employees must not knowingly place any Hazardous Waste in the Collection vehicles, nor knowingly Dispose of any Hazardous Wastes at a processing Facility or Disposal Site.

C) The Company must train its employees in Customer courtesy, prohibit the use of loud or profane language, and instruct Collection crews to perform all work quietly. The Company must use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, the Company must take all necessary corrective measures including, but not limited to, transfer, discipline, or termination. If the City has notified the Company of a complaint related to discourteous or improper behavior, the Company must consider reassigning the employee to duties not involving contact with the public in the City while the Company is pursuing its investigation and corrective actions.

D) The Company must provide suitable operations, health, and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or related operations.

4.11.6 Identification Required

A) The Company must provide its employees, agents, and subcontractors with identification if they have personal contact with Residential Accounts in the City. The City may require the Company to notify Customers annually of the form of that identification. The Company must provide a list of current employees, agents, and subcontractors to the City Manager upon request.

B) The City reserves the right to conduct through law enforcement agencies a security and identification check of the Company, and its present and future employees, in accordance with accepted procedures established by the City.

4.11.7 Fees and Gratuities

The Company may not, nor may it permit any agent, employee, or subcontractor employed by it, to request, solicit, or demand, either directly or indirectly, any compensation or gratuity for the Collection, transportation, Recycling, processing, or Disposal of Solid Waste other than the Company Compensation that is normally paid.

4.11.8 Non-Discrimination

The Company may not discriminate in the provision of service or the employment of Persons engaged in the performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or State law.

4.11.9 Coordination With Street Sweeping Services

The City and the Company will cooperate in coordinating Solid Waste route schedules with the City's street sweeping schedule. The City may request the Company to provide all routes and route schedules to the City Manager and work with the City to resolve conflicts with street sweeping schedules.

4.11.10 Change in Collection Schedule

The Company must notify the City forty-five (45) days prior to, and Residential Accounts not later than fourteen (14) days prior to, any change in Collection operations that results in a change in the day on which Residential Solid Waste Collection occurs. The Company must not cause any Customer to be without service for more than seven (7) calendar days in connection with a Collection schedule change. The City's approval of any change in Residential Collection is required prior to that change. This approval will not be unreasonably withheld.

4.11.11 Report of Accumulation of Solid Waste; Unauthorized Dumping; Report of Impediments to Street Sweeping

A) The Company must direct its drivers to note the addresses of any Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection, and the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. The Company must deliver the address or description to the City within two working days of such observation. Company will cooperate with City in the investigation and prosecution of any violations of the Municipal Code.

B) The Company must direct its drivers to note the location of items that interfere with the ability to sweep adjacent to the curb and gutter, including construction debris, palm fronds, rocks and other debris, and areas of impaired vertical or horizontal clearance such as trees, as well as location of discharges of pollutants to the street or storm drain system. The Company must identify the location to the City within two working days of such observation. Company will cooperate with City in the investigation and prosecution of any violations of the Municipal Code.

4.11.12 Transportation of Refuse

The Company must transport all Refuse Collected under the provisions of this Agreement to a permitted Transfer Station, MRF, Transformation Facility, or Disposal Site. The Company will make all reasonable efforts to divert from landfill Disposal Recyclables, Bulky Items, and Green Waste Collected by Company. The Company must maintain complete, accurate, and up-to-date records of the quantities of Solid Waste, Recyclables, and Green Waste transported to any Transfer Station, MRF, Transformation Facility, or Disposal Site and must cooperate with the City in any audits or investigations of those quantities.

4.11.13 Disposal of Refuse

A) The Company must Dispose of all Refuse Collected under the provisions of this Agreement at a permitted Disposal Site. Company has identified its primary Disposal Site for City Solid Waste as the Antelope Valley Recycling & Disposal Facility and has represented that it also has access to other permitted landfill Disposal resources that may be accessed at Company's discretion. Company guarantees to City that the Antelope Valley Recycling & Disposal Facility, or any alternative permitted landfill, will have capacity for Disposal of all Solid Waste Collected within the City by Company pursuant to this Agreement throughout its term. If the Antelope Valley Recycling & Disposal Facility's Disposal capacity becomes limited, City-generated waste will have first priority over all other waste received at the Antelope Valley Recycling & Disposal Facility. Company represents that it will make arrangements to enable the City to Dispose of all Solid Waste that City may Collect pursuant to Section 10.1. The Disposal rates to be paid by the City will be the same as those paid by the Company.

B) Company represents and warrants that the Antelope Valley Recycling & Disposal Facility is currently authorized to accept, under its existing permit, and has sufficient uncommitted capacity to accept, all Solid Waste Collected in the City for the term of this Agreement. If Disposal capacity at the Antelope Valley Recycling & Disposal Facility is exhausted, it is the Company's responsibility to transport and Dispose of City's waste at another permitted Disposal Site after notifying the City Manager, and at no additional charge to the City. Company will notify City at least thirty (30) days prior to any change in the primary Disposal Site for City's Solid Waste.

C) Upon any permanent closure of the Antelope Valley Recycling & Disposal Facility, or the permanent cessation of operations at the Antelope Valley Recycling & Disposal Facility, Company must cooperate with the City to ensure that the City's Solid Waste is transported to and Disposed of at an alternative landfill at no additional cost to the City.

D) Company must Dispose of all Collected Residential, Commercial and Industrial Solid Waste at Company's expense, and in accordance with all applicable federal, State and local laws and regulations.

4.11.14 Status of Disposal Site

Any landfill used as a Disposal Site by the Company must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"), and

must have obtained all permits from federal, State, regional, county and local agencies necessary for it to operate as a Class III Sanitary Landfill. Such Facility must be in full regulatory compliance with all permits.

4.11.15 Commingling of Collections

Where commercially practicable, each Collection route of the Company must service only Residential, Commercial, and industrial Customers that are within the City's corporate boundaries. Due to meandering boundaries of the City, some Collection routes will necessarily serve neighborhoods that straddle the City-County boundary lines. In these cases, the percentage of waste Collected within each jurisdiction will be assessed, and the City's waste component will be reported accordingly. Company will submit supporting documentation to City to justify waste allocations, and the City has the right to review and approve waste allocation formulas used by the Company.

4.11.16 Route and Billing Audits

A) Not more than once every two years with respect to the route audit, and not more than once each year with respect to the Billing audit, the City may request the Company to conduct an audit of its Collection routes and Billing practices in the City.

B) The route audit, at a minimum, will consist of an independent physical observation, by a Person other than the route driver, of each Customer in a Multi Family and Single Family Dwelling in the City. The route audit information will include, at a minimum, the following information for each Account:

- Route number
- Truck Number
- Account Name
- Account Number
- Account Service Address
- Service Level per Billing System (Quantity, Size, Frequency)
- Service Level per Routing System

- Observed Containers (Quantity and Size)
- Bin Condition
- Proper Signage
- Graffiti

C) Within 30 days after the completion of the route audit, the Company must submit to the City a report summarizing the results of that route audit. This summary must include:

- A brief overview of the audit process, the Persons performing the audit and their qualifications.
- Identification of the routes.
- Route map.
- Number of Accounts, by route and in total.
- Confirmation of the Collection routes that are dedicated exclusively to servicing Customers within the City's corporate boundaries versus those that may be straddling the City/County boundary lines.
- Number and types of exceptions observed.
- Total monthly Billing, pre-audit and post-audit.

D) The Billing audit will consist of a review of Company's computerized Billing system, through focused searches for all Customers and service types within the City. The systems review will calculate monthly Billings by service type, verify that all Customers are being billed for the actual services received, and verify that charges for services received are consistent with applicable rates established under this Agreement. The Billing audit will provide, at a minimum, the following information:

- Total monthly Billing, pre- and post-audit (subsequent to corrections of identified exceptions).
- Percentage of Billing and service exceptions:

- Percentage of the number of accounts with errors to the total number of Accounts served.
- Percentage of the "net" change in monthly Billing as a result of the audit to the total pre-audit monthly Billing.
- Percentage of the "absolute" change in net monthly Billing as a result of the audit to the total "pre-audit" monthly Billing.

E) Within 30 days after the completion of the Billing audit, the Company must submit to the City a report summarizing the results of that Billing audit. This summary must include each of the items listed above. The report will also include a brief overview of the audit process, the Persons performing the audit and their qualifications.

F) The route audit and Billing audit reports must also include a description of the changes and the Company's plans to resolve the exceptions. The results of the audit, and supporting back-up data, must be available for review by the City or its representative. If City review indicates that 2% or more of the samples tested are inaccurate, Company must repeat the route audit or Billing audit.

4.11.17 Service Exceptions; Hazardous Waste Notifications

A) **Failure to Collect.** When Solid Waste is not Collected from any Solid Waste service recipient, Company must notify its service recipient in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made. The notice shall be in English and Spanish.

B) **Hazardous Waste Inspection and Reporting.** Company reserves the right to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Hazardous Waste and the right not to Collect Hazardous Waste put out with Solid Waste. Company must notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control, local emergency response providers, and the National Response Center, of reportable quantities of Hazardous Waste that are found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Company observes any substances that it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Company will immediately notify the City Manager. Company must

implement and maintain a training program that will assist its employees in identifying and properly Disposing of any Hazardous Waste that may come into their possession.

C) **Hazardous Waste Diversion Records.** Company must maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste and which was inadvertently Collected from service recipients within the City, but diverted from landfilling.

4.11.18 Over-Loaded Bin Procedures

Company shall follow this procedure to address Customers with overloaded Bins:

1. Company shall digitally photograph overloaded Bins. Company shall empty overloaded Bins.

2. If waste has overflowed and Company must clean up overflow and place it in the Bin for Collection. Company may Bill Customer an extra pickup charge in accordance with the City-approved rate schedule.

3. Company shall mail Customer the photograph with a letter explaining:

   - The overloading incident;

   - Why an extra pickup charge was assessed (if applicable);

   - The requirement for Bins not to be filled to the point where the Bin lid will not close; and,

   - Options to address the issue including a service level increase, Bin locks, and Recycling services.

Company must attempt to contact the Customer and to work with the Customer to prevent on-going overloading issues. If the Customer refuses to address the issue, Company may Bill Customer the overage fee in accordance with the approved rate schedule each time overloading occurs.

Company may not unilaterally increase Company's service levels or install locks without advance approval of the Customer, or City Manager. Customers may appeal any action by Company under this section (including fees or service increase) to the City Manager, and the City Manager's determination shall be final.

ARTICLE 5
BILLING AND OTHER SERVICES

5.1 Services and Customer Billing

5.1.1 Service Description

A) Within 30 days prior to the effective date of any rate change, Company must prepare and distribute, subject to the direction of the City, a notice to all Customers setting forth the rates changed to the Customer, annual holiday schedule, Recycling programs offered, and a general summary of services required to be provided under this Agreement, as well as any optional services that may be provided by the Company. This notice must be in a form that is approved by the City Manager prior to its distribution. The notice may be included in the Billings. The notice may also be included as part of the Company's public education and awareness program described in Subsection 5.3.1. Company will also post the foregoing information on its website.

B) Notwithstanding the above, the Company will provide a notice to all residents and management at a mobile home park at least 90 days prior to the effective date of any rate change, either through mailing, door hangings, or posting on a park bulletin board.

C) For any year during which no rate change is proposed, the Company must prepare and distribute, subject to the direction of the City and no later than July 31, a notice to all Customers setting forth the annual holiday schedule, Recycling programs offered, and a general summary of services required to be provided under this Agreement, as well as any optional services that may be provided by the Company. This notice must be in a form that is approved by the City Manager prior to its distribution. This notice may be included in the Billings. The notice may also be included as part of the Company's public education and awareness program described in Subsection 5.3.1.

5.1.2 Billing

A) Company must provide services pursuant to this Agreement at rates it sets, charges to, and Collects from Customers; provided, however, Company's rates must not exceed those set forth in the attached Exhibit A, which specifies the maximum rates that may be charged by Company for the various service options that may be offered. These maximum rates may be adjusted from time to time in accordance with the terms of this

Agreement. Company must provide all Customers with itemized Bills that detail charges for all services, including charges for late payments, as well as the period of service to which the Bill applies. Company acknowledges that it, and not its Customers, is obligated to pay to the City Franchise Fees and the other fees set forth herein as consideration for this Agreement. Accordingly, Company's Bills must not include any separate itemization of a "Franchise Fee," or other similar designation, that Company is required to pay to City.

B) Company must provide means for Customers to pay in Person, by Mail, or online.

C) Billings to all Residential Accounts may be sent on a quarterly basis in advance; however, Customers may request to make monthly payments on quarterly invoices. The past due payment date shall not be earlier than the last day of the period for which services are provided. Residential Customers ordering service after the first day of any calendar month will be charged on a prorated daily basis, and Company must reimburse Customers that pay in advance for service not used, on a prorated daily basis, within 30 days after the Customer terminates service. City is not responsible for, nor will it participate in, efforts to Collect amounts due from Customers, and Company must resolve issues relating to Customer non-payment in accordance with Subsection 5.1.4.

D) Billings to Commercial Accounts may be sent in advance on a monthly basis for those Accounts receiving Bin Service and Commercial curbside service, but not earlier than the tenth day prior to the first day of the service period covered by the Billing. The past due payment date shall not be earlier than the last day of the period for which services are provided. Billings to Commercial Accounts may be sent in arrears from time to time for those Accounts receiving Roll-off service.

5.1.3 Discounts

Company must provide the following discounts for services rendered to Customers, and must notify all Customers in writing of the availability and amount of the following discounts at least once each year:

A) A low-income senior citizens' discount of no less than 20% must be given to Customers that (1) are 62 years or older and who qualify as the head of their household, and (2) qualify in accordance with low income criteria established annually by the City.

B) Customers that pay Company annually in advance for service will receive not less than a five percent (5%) discount.

5.1.4 Suspension of Service Due to Non-Payment; Reactivation Fee

A) Once a payment is ninety (90) days past due the invoice date, Company must send the Customer a notice that service will be suspended if payment is not made within an additional 30-day period. Company may suspend a Customer's service only after compliance with the provisions of this subsection. City is not responsible for, nor will it assist with, the Collection of delinquent Accounts. Company is authorized to charge late fees not to exceed 2% per month. Company may send reminder notices during the initial 90-day delinquency period.

B) Company may charge a restart fee in accordance with the approved rate schedule in Exhibit A only if Containers have been removed due to non-payment. Notwithstanding the above, and solely in the event of a Billing dispute, and in order to avoid negatively impacting the public health and safety, Company will continue to provide service to the Customer, if directed to do so by City, without regard to the status of that Customer's account. Payment for such continued services will be negotiated with the City.

5.2 Customer Service

5.2.1 Local Office

Company shall maintain its local office at 1200 City Ranch Road, Palmdale, CA 93351, staffed and open for Customers, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Any changes to the location of the local office must be approved in advance in writing by City Manager. Customers may be able to pay invoices without a surcharge utilizing a drop box at the local office. A qualified representative of Company must be available during office hours for personal communication with the public. Company shall provide means to provide communication with residents in English and Spanish.

5.2.2 Customer Service Telephone Requirements

Company must maintain a toll free telephone number that rings at its office within the City during office hours. Bilingual (English and Spanish speaking) personnel must be available during office hours to assist Customers with both personal and telephonic inquiries. Company may utilize a regional call center, provided that the Company's customer service representatives are

knowledgeable about the City's solid waste collection system. Company's telephone system must be adequate to handle the volume of calls typically received on the busiest days. Company must also maintain a toll-free telephone number for use by the public at times other than office hours, which number must be published. Company must have a representative, or an answering or message providing/receiving (voice-mail) service, available at the non-office hours telephone number. Calls received at times other than office hours must be responded to on the next business day. Company must provide City with a 24-hour emergency number to contact a live Person, and not voice-mail.

5.2.3 Complaint Documentation

A) Service complaints received by City shall be directed to Company. Company shall keep daily logs of complaints forwarded to it for a minimum of twenty-four (24) months.

B) Company shall log all complaints received, and said log shall include the date and time the complaint was received, the name, address and telephone number of the caller/complainant, a description of the complaint, the name of the employee recording the complaint and the action taken by Company to respond to and remedy the complaint. Log shall also include each instance that Solid Waste and/or Recyclables are not Collected, the form of notification used to inform the participants of the reasons for non-Collection, and the end result or means of resolution of the incident.

C) All written Customer complaints and inquiries shall be date-stamped when received. All complaints shall be initially responded to within one (1) business day of receipt (Monday through Friday). Company shall log action taken by Company to respond to and remedy the complaint.

D) All Customer service records and logs kept by Company that relate to complaints shall be forwarded to the City on a monthly basis. City shall, at any time during regular office hours, have access to Company's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

5.2.4 Resolution of Customer Complaints

A) Disputes between Company and Customers regarding the services provided in accordance with this Agreement may be resolved by City. The City Manager's decision shall be final and binding.

B) If Company and a Customer are unable to establish a mutually-acceptable fee to be charged for special hauling services, the matter may also be determined by the City Manager, and the City Manager's decision will be final.

C) Intervention by City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Company. Nothing in this section is intended to affect the remedies of third parties against Company.

5.2.5 Government Liaison

Company shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Agreement-related issues. City shall have the right to approve the Company's choice for a liaison. City shall be notified in advance of any change in Government Liaison. The Government Liaison shall meet with City staff monthly to discuss Agreement-related issues.

5.2.6 Service Liaison/Route Supervisor

Company shall designate in writing a field supervisor as "Service Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer service related complaints. City shall have the right to approve the Company's choice for a liaison. City shall be notified in advance of any change in Service Liaison.

5.3 Education and Public Awareness

5.3.1 General

Company acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve program and Diversion requirements of AB 939. Accordingly, Company agrees to take direction from City to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and Recycle Solid Waste, and to cooperate fully with City in this regard. Company shall maintain its own program of providing information relevant to needs and methods to reduce, reuse and Recycle Solid Waste with its Bills. Company's public education materials must be approved in advance by City.

5.3.2 City-Provided Billing Inserts

Company may be requested by the City to reproduce and to include in any Billing, at no additional cost, one sheet of a size that will fit into the Company's Billing envelopes and that sets forth information of the nature described above in Section 5.3.1. City may request Company to perform mailing services and will provide not less than thirty (30) days notice prior to the date of any proposed mailing to enable Company to make arrangements for the inclusion of City's materials in its Billings. City will provide the mailers to Company at least thirty (30) days prior to the mailing date. City will bear the expense of these Billing inserts only to the extent that it is clearly exceeds Company's normal mailing costs for its Billings.

5.3.3 Implementation and On-going Education Requirements

In order to promote public education, in addition to any other materials it develops, Company shall create the following public education materials and programs at Company expense, subject to City approval and input, which will be distributed as indicated below. All of these materials and programs shall be produced and/or available in English and Spanish languages, including pictures wherever applicable. All brochures, mailings, instructional "how-to" packets, and other educational materials are to be approved by City in advance of distribution. A public education plan shall be submitted to City for review within sixty (60) days of the execution of this Agreement. This plan shall address the items described in this section.

- **Initial Mailing** – At least forty-five (45) days prior to the start of Collection service under this Agreement, Company will prepare and mail an initial mailing to all Customers explaining the transition from the existing Solid Waste Handling Service program to the new program as defined by this Agreement. The mailing will describe program changes, route changes if any, dates of program implementation, Recycling and Diversion programs available, and other pertinent information.

- **Instructional "How-to" Packets** – An information packet shall be provided to each Customer at the start of service under this Agreement and to each new Customer throughout the Agreement term. This packet shall: describe available services, including available Recycling and Diversion programs and their benefits; provide instructions for proper use of the Carts and Bins provided (such as how to place Carts or other permitted items for Collection, the types of materials to be placed in each Cart); detail holiday Collection schedules; and provide Billing and Customer service telephone numbers. This packet will contain updated information on how to use Containers, when, where and how

to place Solid Waste for Collection, and who to contact with service or Billing questions, and for Bulky Item pickups.

The packet should also clearly indicate what materials, such as syringes and other HHW, should not be Disposed of in these Containers. This brochure shall include instructions on how Customers should Dispose of HHW and Sharps, such as information on the HHW drop-off Facilities, Sharps program, and other available programs.

- **Newsletter Twice per Year** – At a minimum, Company shall include two newsletters each year to all Accounts in English and Spanish, including information regarding City and Company programs, program changes, Collection schedules, holiday schedules, holiday tree Collection, Bulky Item Collections, proper HHW handling and Disposal options, the environmental, regulatory, and other benefits of participating in Recycling and waste minimization and reuse in general, and Company's Customer service numbers. City has final approval of material to be included in the publication.

- **Article and Press Release Assistance** – Company shall assist the City in preparing articles and press releases related to Solid Waste services and environmental issues upon City request.

- **Corrective Action "Red-Tag" Notice** – Company shall develop a corrective action notification form, or "Red-Tag" notice in both English and Spanish, for use in instances where a Customer sets out inappropriate materials for Collection, that explains the appropriate manner for Disposal of such items.

- **Website** –Company shall develop and maintain a website to enable Customers to contact Company, and to display holiday schedules, Sharps program information, proper HHW Disposal procedures, which materials are to be placed in Recycling Containers, online bill pay options, waste collection and street sweeping schedule maps, and other useful information.

5.3.4 Recycling Coordinator

Company must at all times retain on its staff a Recycling Coordinator who is responsible for conducting waste surveys of Customers and developing site-specific plans for the Recycling and Diversion of Solid Waste generated by Customers. The Recycling Coordinator will routinely visit civic groups, school assemblies, homeowners' associations, Multi-Family complexes and

businesses, to promote and explain the Recycling programs Company offers, and participate in demonstrations and civic events.

5.3.5 Community Events

In cooperation with the City, the Company must participate in and promote Recycling and other Diversion programs at community events and other designated local activities. This participation will normally include providing, without cost to City, the distribution of educational information promoting the goals of the City's Solid Waste Diversion and Recycling program.

5.3.6 Mobile Phone Application

Company shall fund and support the continuing use of the City's iPhone and Android compatible mobile phone application, MyWaste, or other City approved vendor. At a minimum, the application shall allow users to receive reminders of their respective Solid Waste Collection and street sweeping days (technology permitting). Company agrees to fund the continued development of the application and the continued availability of the application unless Company and the City agree that the application if not appropriately meeting the community's needs, or the lack of agreed upon vendor availability. The annual funding amount is identified in Section 3.6.

5.4 Waste Generation/Characterization Studies

Upon City request and not more than once per year, at no additional cost to the City, Company must periodically perform Solid Waste generation and Disposal characterization studies to comply with the requirements of AB 939. Company will participate and cooperate with City and its agents in conducting studies, collecting data, and preparing reports, as needed and as directed by City, to determine weights and volumes of Solid Waste that is Collected and to characterize Solid Waste that is generated, Disposed, transformed, diverted, or otherwise processed, by Customer type (Single-Family, Multi-Family, Commercial), to satisfy the requirements of AB 939. If the City's Diversion rate is less than 50 percent, and if waste generation and characterization studies are required by the CalRecycle, the Company will perform the required studies more frequently than once per year if requested by the City.

5.5 City's Approval

All press releases, reports, or other documents prepared by Company that are intended to be distributed to the public concerning Solid Waste and Recycling programs in the City are subject to the prior review and approval of the City Manager.

ARTICLE 6
COMPANY COMPENSATION AND RATES

6.1 General

6.1.1 Compensation

The compensation provided for in this Article 6 constitutes the full compensation due to the Company under this Agreement for all labor, equipment, materials, supplies, taxes, insurance, bonds, overhead, Disposal, transfer, profit and all other things necessary to perform all services required by this Agreement.

6.1.2 Duties

The Company must perform the duties described in this Agreement in consideration of the right to receive compensation for such services rendered at maximum rates authorized from time-to-time by the City.

6.2 Initial Rates

Company's rates will be effective on July 1, 2018, and must not exceed the maximum rates set forth in Exhibit A, unless adjusted in accordance with Sections 6.3 and 6.4. Unless and until the maximum rates set forth on Exhibit A are adjusted, the Company must provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit A, except as provided herein and in Sections 6.3 and 6.4.

6.3 Schedule of Future Adjustments

6.3.1 Request Submittal

Beginning with the Rate Year starting July 1, 2019 and on each July 1 thereafter, the rates set forth in Exhibit A shall be adjusted in accordance with the rate adjustment methodology set forth below. Company shall submit to the City's Director of Finance, not less than sixty (60) days prior to the effective date of the proposed adjustment, information in support of the adjustment. The City's Director of Finance shall review the information submitted by the Company for completeness and accuracy, and the parties agree to negotiate in good faith regarding any dispute. Notwithstanding the above, no rate adjustment pursuant to this Section 6.3 shall exceed a total of 5%. To the extent that a rate adjustment otherwise allowable is not

granted due to this limitation, any excess above five percent (5%) shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment would exceed five percent (5%)). If an adjustment results in a rate decrease, then the City shall maintain the current rates and rollover the rate decrease to the next rate adjustment; the intent is to ensure subsequent rate increases shall be offset with any decrease not previously implemented.

6.4 Method of Adjustments

6.4.1 General

Pursuant to Section 6.3, Company may request an adjustment to the maximum rates according to the method described below, subject to review and approval of City. All future adjustments approved under Sections 6.3 and 6.4 are to be effective July 1.

City may, but is not required to, implement the rate adjustment if Company does not request it.

6.4.2 Rate Adjustment Calculation

The approved Company Compensation shall be based upon the percentage change in the average annual published Consumer Price Index ("CPI"), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics, between the calendar year ended the December prior to the Rate Year anniversary date, and the calendar year ended the prior December. For example, for the first rate increase effective July 1, 2019, the change in indices shall be measured as the percentage change from the average of the monthly indices for calendar year 2017 to the average of the monthly indices for calendar year 2018. An example calculation is included in Exhibit B-2. If the index is discontinued, an alternative index must be approved by the City Manager.

6.5 Extraordinary Adjustments

Company may request an adjustment to maximum rates in the event of extraordinary changes in the cost of providing service under this Agreement. Extraordinary rate adjustments may be requested no more than once per year. Reasons for such extraordinary rate adjustment requests shall <u>not</u> include changes in Recyclable Material or Organic Waste tipping fees or processing costs, changes in the market value of Recyclables from the values assumed in Company's Proposal, discontinuance of Diversion credit for any form of Transformation or

closure of any such Facility (see Section 4.8), changes to costs or programs related to Organics Recycling programs as described in Section 4.7.2, inaccurate estimates by the Company of its proposed cost of operations, unionization of Company's work force, costs of compliance with AB 1826, AB 1594, or AB 341, or change in wage rates or employee benefits.

Company may request an extraordinary adjustment based upon changes after, and unanticipated as of, the Effective Date in a direct fee assessed by federal, State or local regulatory agencies at the solid waste facility(ies) approved and used for waste processing and/or Disposal under this Agreement. Extraordinary rate adjustments shall only be effective after approval by City Council and may not be applied retroactively.

For each request for an adjustment to the maximum rates that Company may charge Customers brought pursuant to this section, Company shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Company in preparing the estimate. Company shall also submit a schedule showing how its total costs and total revenues have changed over the past three (3) years for the services provided under this Agreement.

City may request a copy of the Company's annual financial statements, both covering the services provided in the City and the Company as a whole, in connection with the City's review of Company's rate adjustment request. City shall review the Company's request and, in City's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. City may consider increases or decreases in the Company's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. City may require Company to fund a review of any extraordinary rate adjustment, by a third party of the City's choosing, up to $35,000 per request.

ARTICLE 7
REVIEW OF SERVICES AND PERFORMANCE

7.1 Performance Review Meeting

City may hold a meeting or a public hearing annually to review Company's Solid Waste Collection efforts, source reduction, processing and other Diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Meeting"). The purpose of the Solid Waste Services and Performance Review Meeting is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided by Company with adequate quality, effectiveness and economy, and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Meeting shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding program and Diversion goals, regulatory constraints, results of route audits, and Company performance. City and Company may each select additional topics for discussion at any Solid Waste Services and Performance Review Meeting.

City shall notify Company of its intent to hold a Solid Waste Services and Performance Review Meeting at least ninety (90) days in advance thereof. Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Meeting, Company shall submit a report to City which may contain such information as it wished to have considered, and shall contain the following:

A) Current Diversion rates and a report on Company's outreach activities for the past year.

B) Recommended changes and/or new services to improve City's ability to meet waste Diversion goals and to contain costs and minimize impacts on rates. A specific plan for compliance with State Diversion goals shall be included.

C) Any specific plans for provision of new or changed services by Company.

The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Company's performance, and Company may submit other relevant performance information and reports for consideration at the Solid Waste Services and

Performance Review Meeting. In addition to the above, City may request Company to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Meeting, and any Customer may submit comments or complaints during or before the Meeting, either orally or in writing. Company shall be present at and participate in the Solid Waste Services and Performance Review Meeting.

As a result of its findings following any Solid Waste Services and Performance Review Meeting, City may require Company to provide expanded or new services within a reasonable time and City may direct or take corrective actions for any performance inadequacies (although nothing contained in this provision should be construed as requiring City to hold a Solid Waste Services and Performance Review Meeting in order to enforce any rights or remedies it has pursuant to the terms hereof. Should City require expanded or new services as a remedy for Company's failure to perform its obligations hereunder, no additional compensation shall be due for such services. Otherwise, any new or expanded services required of Company shall be subject to the provisions of Section 2.10.

7.2 Performance Satisfaction Survey

If requested by the City, but not more than once every two contract years, Company will create and conduct a survey at Company's expense in preparation for any Solid Waste Services and Performance Review Meeting held pursuant to Section 7.1, or for other City uses. City shall notify Company of its desire for such a survey at least ninety (90) days in advance of the Solid Waste Services and Performance Review Meeting, or other City deadline for results. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by Company and/or for the consideration of changes in/additions to Solid Waste service offered. The Survey will be distributed to a minimum of ten percent (10%) of the Residential Customers and ten percent (10%) of the Commercial Customers, selected at random. City may instruct Company to send out separate Single Family and Multi-Family/Commercial surveys. City will have final approval over content and format; City may edit Company's draft or draft the survey itself. Company must receive written approval of the surveys' content and format, and the distribution list, from the City prior to mailing. City may require that Company have Customer responses to the survey returned directly to City. If the survey is conducted for the Solid Waste Services and Performance Review Meeting, the survey results shall be made available to the City thirty (30) days prior.

7.3 Interim Review

When numerous complaints are received, or where the reliability or quality of the exclusive Solid Waste Handling Services are in doubt, the City has the right to compel the Company to report on the performance of such services in order to protect the public against substandard services.

7.4 Special Evaluation Sessions

The City may hold special evaluation sessions at any time upon fifteen (15) days notice. The Company will be notified of the date, place, time, and topics to be discussed. These sessions will be open to public.

ARTICLE 8
RECORDS, REPORTS AND INFORMATION REQUIREMENTS

8.1 General

Company shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Company agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations, to meet the reporting and Solid Waste program management needs of City, and to evaluate progress on meeting the City's sustainability and environmental objectives. To this extent, such requirements set out in this and other articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this article is intended to only highlight the general nature of records and reports and does not precisely define what records and reports are to be submitted, or their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Company in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

8.2 Records

8.2.1 General

Company shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up to the satisfaction of the City. All records shall be maintained for five (5) years, and shall continue to be available for five (5) years after the expiration of this Agreement, except as otherwise provided in this Agreement. After minimum holding periods are met, Company will notify City ninety (90) days before destroying records to provide the City with option of receiving the records instead.

Company agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. Account histories shall be accessible to the City by computer for a minimum of five (5) years. City may review or utilize any of the records described in this

section. Such records include, but are not limited to, financial, Solid Waste, CERCLA and Disposal records.

8.2.2 Financial Records

Company shall maintain financial records relating to its operations pursuant to this Agreement separate and segregated from such records relating to its other operations.

Company shall maintain at least the following records:

- Audited financial statements for Company or, if a guarantee was provided, for the parent Company guarantor as a whole;
- Financial statements (compiled, reviewed or audited) of revenue and expense for this Agreement segregated from the other operations of Company (including without limitation those operations of Company in City and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,
- Complete descriptions of related party transactions (corporate and/or regional management fees, intercompany profits from transfer, processing or Disposal operations).

8.2.3 Solid Waste Records

Company shall maintain and make available to the City upon request the following records relating to its operations pursuant to this Agreement:

A) Customer services and Billing/City payment records;

B) Records of tons Collected, processed, diverted and Disposed by waste stream (Refuse, Recycling and Green Waste), by Customer type (Cart, Residential Bin, Commercial and Roll-off Box), and the Facilities (Transfer Station, MRF, or landfill) where such material was taken.

C) Company shall code Customer records in manner which easily identifies them as Residential vs. Commercial.

D) Quantity of Recyclable Materials recovered by material type, as well as quantity of material diverted from landfills in compliance with AB 939;

E) Bulky Item and special event tonnages, including tons Disposed and diverted;

F) Routes;

G) Facilities, equipment and personnel used;

H) Facilities and equipment operations, maintenance and repair;

I) Number and type of Refuse, Recycling and Green Waste Containers in service by Container type (Cart, Residential Bin, Commercial Bin, Roll-Off Box) and size;

J) Complaints; and,

K) Missed pickups.

8.2.4 CERCLA Defense and Disposal Records

The Company must maintain records of the Disposal of all Solid Waste Collected in the City during the term of this Agreement, including all extensions. If the Company ceases to provide Solid Waste services to the City, the Company must submit to the City Manager all records of the Disposal or processing of Solid Waste Collected in the City within 45 days after discontinuing service. These records must be in a chronological and organized form and capable of being readily interpreted.

The City views the ability to defend against CERCLA, State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Company shall maintain data retention and preservation systems that can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) and provide a copy of Disposal and other reports required in Section 8.2.3 for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to the City. Company shall continue to retain records in accordance with Section 8.2.3 for five (5) years, and Disposal records for twenty-five (25) years, after the term during which Collection services are to be provided pursuant to this Agreement. Company agrees to notify the City's Risk Manager and the City Attorney at least ninety (90) days before destroying such records. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

8.2.5 Other Program Records

Records for other programs shall be tailored to specific needs. In general, they shall include:

A) Plans, tasks, and milestones; and,

B) Accomplishments in terms such as dates, activities conducted and numbers of participants and responses; and,

C) Records relating to programs or other activities undertaken by Company pursuant to the Agreement that may help City to complete reporting related to the City's sustainability and environmental objectives.

8.2.6 Audit

City will conduct a bi-ennial audit of Company as described below and additionally may conduct other audits at any time. The scope of the audit and auditing party will be determined by City, and the scope may include, but is not limited to, compliance with terms of this Agreement, Customer service levels and Billing, fee payments to City, Gross Receipts, tonnage and verification of Diversion rate.

Company will fund biennial audits as described in Section 3.5, with the first audit fee due to the City by December 31, 2019. The first audit, to be performed during 2020, will be based on the Company's reports and records from the start of service (July 1, 2018) through December 31, 2019. Biennial audits will be performed every other year thereafter. The audit scope of work will be determined by the City.

Should an audit conducted or authorized by the City disclose that fees payable by Company were underpaid by three percent (3%) or more, that tonnage was misreported by three percent (3%) or more, or that more than three percent (3%) of the Customers were inaccurately Billed based on the auditor's sampling for the period under review, City may expand the scope of the audit and recover additional audit costs from the Company.

8.2.7 Payments and Refunds

If an audit discloses that the Franchise Fees payable by the Company were underpaid, or that Customers were overcharged for the period under review, Company must pay to City any underpayment of Franchise Fees, or refund to Company's Customers any overcharges, within 30 days following the date upon which the audit report is issued. Undercharges may not be

billed in arrears for more than 90 days of service, and any remaining undercharges must be absorbed by the Company. If an audit discloses that Franchise Fees were overpaid, City will credit those amounts against future Franchise Fees payable by Company. Company credit for overpayment of City fees shall be limited to three (3) years. Company shall pay interest to the City for any underpayment or overcharges at an annual rate of ten percent (10%).

8.3 Reports

8.3.1 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed, that can be used, among other things, to:

1. Establish rates and evaluate the efficiency of operations.
2. Evaluate past and current progress towards achieving State Diversion goals.
3. Determine the needs for adjustments to Solid Waste programs.
4. Evaluate Customer service and complaints.

Company may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City. In addition to submitting all reports on paper, Company agrees to submit all reports in an electronic format approved by City, compatible with City's software/computers at no additional charge.

Monthly reports must be submitted within 25 calendar days after the end of each month. Quarterly reports must be submitted within 45 calendar days after the end of a calendar quarter. If requested, the Company's complaint summary that is referenced in Section 5.2.3, must be sent to the City Manager within five days of request. Annual reports must be submitted before January 31 of each year, except for the annual financial statement required of the Company or the Company's parent corporation under Section 8.3.5, which will be provided when made generally available to the public.

All reports shall be submitted to:

City Manager
City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550

8.3.2 Monthly Reports

The monthly report shall include, at a minimum:

A) The Solid Waste tonnage Collected by Company, sorted by Customer type (Cart, Bin and Roll-off Box), the type of Solid Waste Collected and diverted (e.g. Refuse, Recycling, Organic Waste) in tons, and the Facilities where the tons were processed or Disposed.

B) Red-tag report of Solid Waste not properly set out and/or rejected for Collection per Sections 5.3.3 and 4.11.17.(a), including warning notices issued for contaminated Solid Waste Containers.

C) Invoicing and related reports for the Residential Used Oil Collection Program per Section 4.2.6.

D) Customer service records and logs that relate to complaints per Section 5.2.3.

Note: Monthly Franchise Fee payment statement due per Article 3 shall be submitted separately, accompanying the fee payment.

8.3.3 Quarterly Reports

The quarterly report shall include, at a minimum, the information otherwise reported monthly, plus the following:

A) Materials recovered. Statement showing types of Recyclable materials Collected and the quantity sold (in tons)

B) Narrative summary of problems encountered and actions taken with recommendations for City, as appropriate.

C) Copies of Hazardous Waste Diversion records showing types and quantities, if any, of Hazardous Waste that was inadvertently Collected, but diverted from landfilling.

D) List of waste audits performed and businesses contacted regarding Recycling and Diversion. All Diversion efforts, such as outreach programs conducted, events planned, and public education activities should also be described.

E) Street Sweeping. Routes swept, curb miles swept, total miles swept, dates swept, quantity of street sweeping debris Collection, and citizen complaints and the resolution of each complaint.

F) Other information or reports that City may reasonably request or require.

8.3.4 Annual Report

The annual report shall include, at a minimum, the information otherwise reported monthly and quarterly, plus the following:

A) A summary of all Franchise Fees and other fees paid to the City, and the basis upon which those Franchise Fees and other fees have been determined.

B) Number of Residential and Commercial Accounts billed by the Company, including the number of accounts participating in the Recycling program.

C) Copies of promotional and public education materials sent during the year.

D) Information regarding the number of accounts participating in the mandatory Commercial Recycling program and the mandatory Commercial Organics Recycling program, including the number and listing of accounts not in compliance with the mandatory State requirements.

E) Annual Diversion summary documenting tons Collected and Diverted to determine whether Company achieved the minimum Diversion goal for hauler-Collected Solid Waste required under Section 4.8.2.

F) Other information or reports that County or City may reasonably request or require.

The form and content of any other financial reports requested by the City will be mutually agreed upon by the parties. All documents and reports required under this subsection, or any other provisions of this Agreement, will be prepared and submitted at the Company's sole expense.

The Company's failure, refusal or neglect to prepare and submit any of the reports required by this subsection, or the inclusion of any materially false or misleading statement or representation in any such report, may be deemed a material breach of this Agreement.

8.3.5 Financial Report

The City may, at City's option, request and be provided with Company's financial reports/statements for the most recently completed fiscal year in connection with any audit,

extraordinary rate adjustment request, or verification of other information required under this Agreement.

If the City requests the Company's audited financial statements, the audited statements shall be for the Company's parent guarantor, Waste Management, Inc. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP") and audited, in accordance with Generally Accepted Auditing Standards ("GAAS"), by a certified public accountant ("CPA") licensed (in good standing) to practice public accounting. The cost of preparation of the financial statements and audit shall be borne by Company as a direct cost of service.

In addition to the above audited financial statements, Company shall provide to City the supplemental schedule of results of operations in the City on a compiled basis. The supplemental schedule will show Company's specific revenues and expenses in connection with the operations provided for in this Agreement, separated from operations in other geographical areas. The supplemental schedule need not be audited; however, the total results of Company's operations per the supplemental schedule must agree to the audited financial statements.

8.4 Reporting Adverse Information

Company shall provide City two (2) copies (one to the City Manager, one to the City Attorney) of all reports, pleadings, applications, notifications, notices of violation, communications or other material relating in any way to Company's performance of services pursuant to this Agreement, submitted by Company to, or received by Company from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, State or local agency, including any federal or State court. Copies shall be submitted to City within thirty (30) days of receipt by Company, or sooner if reasonably apparent that to do so is materially relevant; any responses by Company shall be submitted to City simultaneously with Company's filing or submission of such matters with said agencies. Company's routine, scheduled correspondence to said agencies need not be routinely submitted to City, provided there is nothing included in such routine correspondence that could be considered adverse, but such correspondence shall be made available to City promptly upon City's written request.

8.5 Right to Inspect Records

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Company or its Affiliates that City shall deem, in its sole discretion, necessary to evaluate annual reports, and Company's performance provided for in this Agreement. Company shall make all records and documents to be reviewed and inspected by City as a part of any audit or other record review conducted by City, available for City's review, inspection and copying within five (5) days of receiving written notice from City requesting the same.

8.6 Failure to Report

The refusal or failure of Company to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Company in such report shall be deemed a material breach of the Agreement as described in Section 11.1 and shall subject Company to all remedies which are available to the City under Agreement or otherwise.

8.7 Compliance with "Red Flag Rules"

The Federal Trade Commission ("FTC") and other federal regulatory agencies have recently published rules and guidelines for regulating identity theft. The regulations implement Sections 114 and 315 of the Fair and Accurate Credit Transaction Act of 2003, 15 U.S.C. sections 1681a et seq. The FTC's rules are known as the "Red Flag Rules" (16 C.F.R. Part 681).

The Rules apply to cities and other local governmental entities that are considered to be "creditors" that maintain "covered accounts." A "creditor," for purposes of the Rules, is any entity that provides goods or services for which payment by the customer is deferred. A "covered account," for purposes of the Rules, is an account designed to permit multiple payments or transactions, such as utility accounts where there is a reasonable risk to customers of identity theft. Local governmental entities considered "creditors" under the Rules must develop and implement an identity theft prevention program that is designed to detect, prevent and mitigate identity theft in connection with the "covered accounts."

Company is advised of these consumer protection provisions that apply to the City. In order to ensure Solid Waste Customers receiving service under this Agreement are similarly protected, Company shall comply with all similar identity theft protection rules applicable to private

companies and shall at a minimum implement a protection program substantially equivalent to that required by these "Red Flag Rules."

ARTICLE 9
INDEMNIFICATION, INSURANCE AND BONDS

9.1 Defense of Agreement

Company agrees to, and shall timely, take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense. Company shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from City's selection of Company through the Request for Proposal process and its approval of this Agreement (including its compliance with CEQA) in the award to Company. The City shall promptly notify Company of any such claim, action, or proceeding. The City and Company shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Company's obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel and shall also include reimbursement to City for time spent by its in-house City attorneys responding to the litigation.

Notwithstanding any specific terms in the foregoing, this defense of the Agreement provision shall be interpreted to be consistent with Public Resources Code section 40059.2 and specifically shall be subject to the restrictions set forth in subsections (c) and (d) therein.

9.2 Indemnification

Company hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, consultants and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Company, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement; (2) the failure of Company, its officers, employees, agents, contractors and/or subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3)

the acts of Company, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees' negligence, but shall not extend to matters resulting from the Indemnitees' sole negligence, or willful misconduct. Company further agrees to and shall, upon demand of City, at Company's sole cost and expense, defend (with attorneys acceptable to City) the Indemnitees against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Company elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Company.

Company, upon demand of City, made by and through the City Attorney, shall protect City and appear in and defend the Indemnitees in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, or asserting rights under the United States or California Constitutions or any federal or State law to provide Solid Waste Handling Services in the City.

If the City exercises its option under Section 2.11, in writing, to direct Refuse to another landfill that is not owned or operated by Company or its Affiliates, or a landfill that has not been previously used by Company in performance of this Agreement, then this indemnity shall not apply to that portion of the waste that the City has redirected. Waiver of this indemnification will not apply to residue left over from processing activities that is Disposed, even if the City directs waste to a particular processing facility.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.3 Hazardous Substances Indemnification

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Company specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold harmless Indemnitees from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of, or are alleged to arise out of, or in any way relate to any action, inaction or omission of Company that:

1. Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise clean up, any Hazardous Contaminant (as defined herein); or

2. Relates to material Collected, transported, Recycled, processed, treated or Disposed of by Company.

B. Company's obligations pursuant to this section shall apply, without limitation, to:

1. Any Claims brought pursuant to or based on the provisions of any Environmental Law;

2. Any Claims based on, or arising out of, or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Company of any Facility;

3. Any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Company;

4. Any Claims based on or arising out of, or alleged to be arising out of, any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

C. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Company or any Affiliate of Company.

D. For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Substance, any Hazardous Waste, any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

E. If the City exercises its option under Section 2.11, in writing, to direct Refuse to another landfill that is not owned or operated by Company or its Affiliates, or a landfill that has not been previously used by Company in performance of this Agreement, then this indemnity shall not apply to that portion of the waste that the City has redirected. Waiver of this indemnification will not apply to residue left over from processing activities that is Disposed, even if the City directs Solid Waste to a particular processing facility.

F. THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.4 CalRecycle Indemnification and Guarantee

A. Company represents that it is familiar with City's waste characterization studies done annually, and as set forth in City's Source Recovery and Recycling Element ("SRRE"). It further warrants and represents that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the Diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for Diversion, and any other requirements) set forth in AB 939, with respect to that portion of the Solid Waste generated in City that is the subject of this Agreement.

B. Company agrees to indemnify and hold harmless City from and against all fines and/or penalties imposed by CalRecycle in the event the source reduction and Recycling goals or any other requirement of AB 939, including the requirements added by AB 341, AB 1826, or AB 1594 are not met by City with respect to the waste stream Collected under this Agreement. This indemnity does not apply to AB 939 compliance for activities which are not within the Company's scope of work under this Agreement.

C. This indemnification obligation shall be interpreted to be consistent with and implement the terms of California Public Resources Code section 40059.1. This obligation of Company is

specifically subject to the restrictions in subsection (C)(1) through C(5) thereof including the proportional apportionment of fault provision.

9.5 Insurance

Company shall procure and maintain during the entire Term of this Agreement the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Company's performance hereunder or the actions or inactions of any of Company's officers, agents, representatives, employees, or subcontractors in connection with Company's performance. The insurance requirements hereunder in no way limit Company's various defense and indemnification obligations, or any other obligations as set forth herein.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. Company shall maintain in force for the term of this Agreement limits no less than:

1. Comprehensive General Liability: Ten Million Dollars ($10,000,000) limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this project location or the general aggregate limit will be twice the required occurrence limit.

2. Automobile Liability: Ten Million Dollars ($10,000,000) limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000) per accident.

4. Property insurance in the amount of no less than One Million Dollars ($1,000,000) written with a special form endorsement including theft.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects City, its officials, employees and agents; or (2) Company shall procure a bond, in an amount not to exceed Two Hundred Fifty Dollars ($250,000), guaranteeing payment of losses and related investigations, claim administration, and defense in the amount of those deductibles or self- insured retentions.

If Company has standardized corporate insurance policies, or self-insurance programs, which are applicable to multiple franchises and contracts, for which the deductible and retention provisions herein are not available, City may in its discretion accept alternate financial assurances to guarantee payment of losses and related investigations, claims administration and defense in the amount of those deductibles.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a) City, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Company; products and completed operations of Company; Premises owned, leased or used by Company; or vehicles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.

   b) Company's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers shall be excess of Company's insurance and shall not contribute with it.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.

d) Coverage shall state that Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e) The Commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Company (as the named insured) should Company fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Company understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Company as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Company's behalf upon the Company's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Company for breach of this Agreement in addition to any other damages incurred by City due to the breach.

2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and volunteers for losses arising from work performed by Company for City pursuant to this Agreement.

3. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

4. Commercially Available Insurance – In the event any of the coverages required above are reasonably demonstrated by Company to not be commercially available within the solid waste industry or in this locality, Company may request

modifications of these coverage requirements. Such modifications may be approved by the City in its sole discretion.

E. Acceptability of Insurers. The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

F. Verification of Coverage. Company shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies, and shall have all required endorsements. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies at any time.

Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the Term.

G. Companies and Subcontractors. Company shall include all companies and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverages for companies and subcontractors shall be subject to all of the requirements stated herein.

H. Required Endorsements

1. The Workers' Compensation policy shall contain an endorsement in substantially the following form:

   "Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation. Such notice shall be sent to:

   City Manager
   City of Palmdale
   38300 Sierra Highway, Suite A
   Palmdale, CA 93550

2. The Public Liability policy shall contain endorsements in substantially the following form:

a) "Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation of this policy. Such notice shall be sent to:

City Manager
City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550

b) "The City, its officers, elective and appointive boards, commissions, employees, and agents are additional insureds on this policy."

c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

d) "Inclusion of City as an insured shall not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Company. This policy shall protect Company and City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Company's liability as set forth in the policy beyond the amount shown or to which Company would have been liable if only one party had been named as an insured."

e) "The City, as additional insured, shall be permitted to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Company (as the named insured) should Company fail to pay the SIR or deductible requirements. "

I. Other Insurance Requirements

1. The Company must provide thirty (30) days prior written notice by certified mail, return receipt requested to the City Manager of any cancellation of the workers compensation and public liability policies required by the City in Section 9.5.

2. The Company must comply with all requirements of the insurers issuing policies. The carrying of insurance will not relieve the Company from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third party against the Company, or any

company or subcontractors, on account of any occurrence related to this Agreement, the Company must promptly report the facts in writing to the insurance carrier and to the City.

3. If Company fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Company's expense, such insurance as it may deem proper and deduct the cost thereof from any moneys due Company.

9.6 Faithful Performance Bond

9.6.1 The Company must maintain a faithful performance bond ("Performance Bond") in the amount of One Million and Two Hundred Fifty Thousand Dollars ($1,250,000) for the protection of the City. The Performance Bond must be on terms acceptable to the City Manager and the City Attorney and in substantially the form attached as Exhibit E to this Agreement. The Performance Bond will serve as security for the faithful performance by Company of all of its obligations under this Agreement.

9.6.2 Upon Company's failure to pay the City any amount owing under this Agreement, the Performance Bond may be assessed by the City for purposes including, but not limited to:

A. Reimbursement of costs borne by the City to correct violations of the Agreement not corrected by Company, after City provides notice in accordance with Section 11.1.

B. To provide monetary remedies or to satisfy damages assessed against the Company due to a material breach of this Agreement.

9.6.3 Company must deposit a sum of money or a replacement instrument sufficient to restore the Performance Bond to its original amount within 30 days after notice from the City that any amount has been withdrawn from the Performance Bond. Failure to restore the Performance Bond to its full amount within 30 days will constitute a material breach of this Agreement. Company will be relieved of the foregoing requirement to replenish the Performance Bond during the pendency of an appeal from the City's decision to draw on the Performance Bond.

9.6.4 If the Performance Bond is drawn upon, all of City's costs of collection and enforcement of the provisions relating to the Performance Bond called for by this section, including reasonable attorneys' fees and costs, will be paid by Company.

9.6.5 Any decision or order of City under this section may be appealed by Company through the procedures provided by Article 11 of this Agreement.

9.7 Performance Security Beyond Service Term

Some Agreement requirements extend beyond the Term and other requirements, such as minimum Diversion rates per Section 4.8, will not be substantiated until after the final service date. Therefore, Company shall not terminate the Performance Bond, and will renew them to ensure continuous availability to the City, until receiving a written release from the City. The Performance Bond will automatically expire at the end of twenty-four (24) months after the end of the Term, unless City has notified Company in writing as to a specific contractual area of concern yet to be resolved, instructing Company to retain all or a portion of the Performance Bond. Neither permission from the City to discontinue holding the Performance Bond, nor permitted expiration after twenty-four (24) months, shall relieve Company of payments to the City that may be due, or may become due.

9.8 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees of Company to public or private property must be repaired or replaced by Company at Company's sole expense, excluding normal wear and tear.

9.9 Pavement Damage

Company is responsible for damage to City's driving surfaces, whether paved or not paved, beyond normal wear and tear, caused by the Company's vehicles. Company understands that performance under this Agreement may involve the operation of its Collection vehicles over private roads and streets. Disputes between Company and its Customers concerning damage to private pavement are civil matters, and complaints of damage received by the City will be referred to Company as a matter within the scope of Section 9.2. The Company will obtain permission to enter upon private streets within the City. The Company may provide special services to Residential Accounts that are adjacent to private streets, such as scout service, at the rates set forth in Exhibit A.

9.10 Periodic Adjustments

If the amount of insurance coverage or other specified obligations of Company under this Agreement are proposed to be increased at specified intervals during the term of the Agreement, any such increase will be based upon changes in the Consumer Price Index ("CPI"), All Urban Consumers, U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics.

ARTICLE 10
CITY'S RIGHT TO PERFORM SERVICE

10.1 General

In the event that Company, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, process, transport or Dispose of any or all Solid Waste as required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than three (3) consecutive business days except where arising from a material breach of the Agreement by the City or an event described in Article 11.4 (excluding a strike or labor unrest directed at Company), and if, as a result thereof, Solid Waste should accumulate in City in a manner that endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon notice to the Company and during the period of such emergency as determined by the City: (1) to perform, or cause to be performed by a third party, such services itself with its own or other personnel without liability to Company; and/or (2) to take possession of any or all of Company's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, and to use such property, directly or through contracting with a third party, to Collect and transport any Solid Waste generated within City which Company would otherwise be obligated to Collect, transport and properly Dispose of or process pursuant to this Agreement.

Notice of City's determination to effect its rights under this Section may be given orally by telephone to Company at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Company within twenty-four (24) hours of the oral notification. All actions that may be taken by City under this Article 10 may be taken directly, or through City contracting with a third-party.

Company further agrees that in such event:

A. It will take direction from City to effect the transfer of possession of equipment and property to City for City's use, or for use by any Person or entity designated by the City.

B. It will, if City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

C. City may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, including, if City so desires, employees previously or then employed by Company. Company further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Company whose services are necessary or useful for Solid Waste Collection, transportation, processing and Disposal operations and for the Billing and Collection of fees for these services.

City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.4, City shall pay to Company the reasonable rental value of the equipment and Facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Company has rendered Bills in advance of service, for the class of service involved. If the interruption or discontinuance in service is caused by any other reason, regardless of City's implementation of options under this Agreement, City may consider this a default.

10.2 Billing and Compensation to City During City's Possession

Company agrees that it shall reimburse City for any and all costs and expenses incurred by City beyond revenue Billed and received by City in taking over possession of the above-mentioned equipment and property for Solid Waste service in such manner and to an extent as would otherwise be required of Company under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Company of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission.

10.3 City's Right to Relinquish Possession

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Company and thereupon demand that Company resume the Solid Waste Handling Services as provided in this Agreement, whereupon Company shall be bound to resume the same.

10.4 City's Possession Not A Taking

It is expressly agreed between the Parties that City's exercise of its rights under this article; (1) does not constitute a taking of private property for which compensation must be paid, (2) shall not create any liability on the part of City to Company, and (3) does not exempt Company from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this section provided that Company is not required to indemnify City against claims and damages arising from the sole negligence of City, its elective and appointive boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time City has taken possession of such vehicles.

10.5 Duration of City's Possession

City's right pursuant to this Article to retain temporary possession of Company's Facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Company, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Company's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Company.

ARTICLE 11
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.1 Notice of Deficiencies

A. **Notice of Deficiencies; Response.** If the City's designated representative ("Coordinator") determines that Company's performance is not in material conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for Diversion, source reduction and Recycling related to the waste stream subject to this Agreement) or any other applicable federal, State, or local law or regulation, including but not limited to, the laws governing transfer, storage or Disposal of solid and Hazardous Waste, the Coordinator may advise Company in writing of those deficiencies, specifying the deficiency in reasonable detail. The Coordinator, in any written notification of deficiencies, will set a reasonable time within which Company must respond. Unless the circumstances require correction and response within a shorter period of time, Company must respond to the written notification of deficiencies within thirty (30) days from its receipt of that written notice. Company may request additional time to correct deficiencies. City may approve reasonable requests for additional time.

B. **Review by Coordinator: Notice of Appeal.**

1. The Coordinator will review any written response from Company and decide the matter. If the Coordinator's decision is adverse to Company, the Coordinator may order remedial actions to cure any deficiencies, assess the performance bond referred to in Section 9.6, or invoke any other remedy in accordance with this Agreement. If the Coordinator determines that there has been a material breach and that termination is the appropriate remedy, then the Coordinator may recommend to the City Council that this Agreement be terminated. The Coordinator must promptly inform Company of the Coordinator's decision. If the decision is adverse to Company, the Coordinator must inform Company, in writing, of the specific facts found and evidence relied upon, the legal basis for the Coordinator's decision, and any remedial action taken or ordered. An adverse decision by the Coordinator will be final and binding on Company unless Company files a "Notice of Appeal" with the City Clerk (with copies to the City

Manager and City Attorney) within forty-five (45) days of receipt of the Coordinator's notification of the adverse decision.

2. In any "Notice of Appeal," Company must state its factual contentions and include any relevant affidavits, documents, photographs, or videotapes that Company may choose to submit. In addition, Company must include its legal contentions, citing provisions of the Agreement or applicable law to support those contentions.

C. **Review by City Manager: Appeal.**

1. Within 30 days of receipt by the City Clerk of a "Notice of Appeal," the City Manager will decide the matter. If the City Manager's decision is adverse to Company, the City Manager may order remedial actions to cure any deficiencies, assess the performance bond provided under Section 9.6, or invoke any other remedy in accordance with this Agreement, except for termination. If the City Manager determines that there has been a material breach and that termination is the appropriate remedy, the City Manager may recommend that the City Council terminate the Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with Sections 11.2 and 11.3. The City Manager must promptly inform Company of the City Manager's decision. If the decision is adverse to Company, the City Manager must inform Company, in writing, of the specific facts found and evidence relied on, the legal basis for the City Manager's decision, and any remedial action taken or ordered.

2. An adverse decision by the City Manager will be final and binding unless Company files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within 30 days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" must state the factual basis and all legal contentions and must include all relevant evidence, including affidavits, documents, photographs, or videotapes that Company may choose to submit.

11.2 City Council Hearing

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Company, the City Council must set the matter for an administrative hearing and act on the matter. If the City Council elects to hear the matter, the City Clerk must give Company fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council will consider the administrative record, consisting of the following:

A. A staff report from the City Manager, summarizing the proceedings to date and outlining the City Council's options.

B. The Coordinator's written notification of deficiencies.

C. Company's response to the notification of deficiencies.

D. The Coordinator's written notification to Company of adverse decision.

E. Company's "Notice of Appeal".

F. The City Manager's written notification to Company of adverse decision.

G. The "Notice of Appeal to the City Council."

11.3 City Council Determination

Based on the administrative record, the City Council will determine by resolution whether the decision or order of the City Manager should be upheld, including any recommended termination of the Agreement. If, based upon the administrative record, the City Council determines that the Company's performance is in material breach of any term of this Agreement, or violates any provision of any applicable federal, State, or local statute or regulation, the City Council, in the exercise of its discretion, may order Company to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The City Council may not terminate this Agreement unless it determines that Company is in breach of a material term of this Agreement, or a material provision of any applicable federal, State, or local statute or regulation. Company's performance under this Agreement is not excused during the period of time prior to a final determination on whether Company's performance is in material breach of this Agreement, or during the period of time set by City for Company to discontinue all or a portion of its service under this Agreement. The

decision or order of the City Council will be final and binding but without prejudice to Company's right to pursue such remedies as may be available under applicable law.

11.4 Events of Default

All provisions of this Agreement to be performed by Company are considered material. Each of the following (by way of example and not as an exhaustive list) shall constitute an event of default by the Company.

A. Fraud or Deceit or Misrepresentation. If the Company engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

B. Insolvency or Bankruptcy. If Company becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

C. Failure to Maintain Insurance Coverage and Valid Permits and Licenses. If Company fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage, as well as valid permits and licenses as required by this Agreement.

D. Violations of Regulation. If Company violates any orders or filings of any regulatory body having jurisdiction over Company relative to this Agreement, provided that Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to the Company is entered.

E. Failure to Pay. Failure to make any payments required under this Agreement, including, but not limited to, Franchise Fee payments.

F. Failure to Cooperate with Audits. Failure to complete, perform or cooperate with any audit as described by this Agreement.

G. Failure to Submit Reports or Documentation. Failure to complete or to provide required information, reports and/or documents to City as required by this Agreement.

H. Acts or Omissions.

A. Any act or omission by Company relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, or AB 939,

or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by Company. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Company cannot reasonably correct or remedy the breach within the time set forth in such notice, if Company should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter, shall constitute a default by Company.

B. Any situation in which Company or any of its officers, directors or employees is found guilty of any crime related to the performance of this Agreement, or of any crime related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Company. The term "found guilty" shall be deemed to include any judicial determination that Company or any of Company's officers, directors or employees is guilty as well as any admission of guilt by Company or any of Company's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge."

I. False or Misleading Statements. Any representation or disclosure made to City by Company in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

J. Attachment. The seizure of, attachment of, or levy on, the operating equipment of Company, including, without limits, its equipment, maintenance or office Facilities, or any part thereof.

K. Suspension or Termination of Service. If Company ceases to provide all or a portion of the Collection, processing or Recycling services, or any other Solid Waste Handling Services as required under this Agreement (including, without limitation, failure to provide service due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action, unless all requirements of Section 11.7 are met) for three (3) or more consecutive days.

L. Failure to Provide Assurance of Performance. If Company fails to provide reasonable assurances of performance as required under Section 11.9.

M. Commingling of Recyclables With Refuse / Landfilling of Recyclables. If Company empties Containers of properly set out Recyclable Materials or Green Waste into a Refuse load,

or transports Recyclable Materials or Green Waste to a landfill or other location at which the material will not be diverted from landfilling (with the exception of Green Waste used as alternative daily cover provided full Diversion credit is received).

N. Failure to Meet Section 4.8.2 Diversion Goal. Failure to meet the minimum Recycling requirements identified in Section 4.8.2 for two (2) consecutive calendar years.

Company shall have five (5) business days from the time it is given notification by City to cure any default arising under subsections E, F, G, J, K and L, provided, however, that City shall not be obligated to provide Company with a notice and cure opportunity if Company has committed the same or similar breach within a twenty-four (24) month period. It is expressly understood that Company is not entitled to receive notice of default, or to cure such default, with respect to those matters listed in subsections A, B, C, D, H, I, M, and N above, and the City, if it chooses, may immediately begin termination proceedings per Section 11.5 below.

11.5 Right to Terminate Upon Default and Right to Specific Performance

If Company commits a material breach included in Section 11.4 above (and, if permitted to cure, does not cure it within the five days), City shall be entitled to unilaterally terminate this Agreement or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other conditions it deems appropriate short of termination) as it shall deem proper. Should City decide to terminate this Agreement upon a default by Company, City shall have the right to do so upon giving ten (10) days' notice to Company, and shall not be required to take any further action (such as holding any hearing, bringing any suit or taking any other action.)

City may seek to revoke or suspend this Agreement for violation of any other provisions of this Agreement in accordance with the Palmdale Municipal Code.

City's rights to terminate this Agreement and to take possession of Company's Facility and/or equipment are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, such remedies shall be in addition to any and all other legal and equitable rights and remedies which City may have.

By virtue of the nature of this Agreement, the urgency of timely continuous and high- quality service, the time required to effect alternative service, and the rights granted by City to Company, the remedy of damages for a breach hereof by Company is inadequate and City shall

be entitled to seek injunctive relief and/or specific performance of any breach of this Agreement.

11.6 Liquidated Damages

A. General. City finds, and Company agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Company of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Company's representations as to its quality of service commitment in entering this Agreement with it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Company fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default under this Article 11, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the

accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company Initial Here_____ City Initial Here_____

Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1. Collection Reliability

a) For each failure to deliver service Carts to a new Customer account within five (5) days after order, which exceeds three (3) such failures per calendar year: $100.00

b) For each failure to Collect Solid Waste, which has been properly set out for Collection, from an established Customer account or accounts, on the scheduled Collection day and not Collected by the end of the next business day, which exceeds fifteen (15) such failures annually:

$25.00 per occurrence per account

c) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days: $50.00

d) For each business day period (excluding Sundays and holidays identified in Section 4.11.1), or portion thereof, for which Company is late in delivering a temporary Roll-Off Box or Bin in accordance with Section 4.3.2: $50.00

2. Collection Quality

a) For each occurrence of failure to clean up Solid Waste spilled from Solid Waste Containers (except where caused by overloading or tipping/spilling by Customer) that exceeds ten (10) such occurrences per calendar year: $100.00

b) For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences per calendar year: $100.00

c) For failure to meet vehicle requirements such as leaks, cleanliness, requirement to carry fire extinguisher, or maximum age limits that exceeds ten (10) such failures annually:

$100.00 for each occurrence or daily usage, as the case may be

d) For each occurrence of failure to close Bin lid after emptying Containers (with the exception of any Bin Customers that may prefer to leave the lid open) which exceeds ten (10) such occurrences per calendar year: $10.00

e) For each occurrence in violation of the City's noise ordinance which exceeds ten (10) per calendar year: $150.00

f) For each failure to clean up Solid Waste spilled from Solid Waste Containers within ninety (90) minutes which exceeds ten (10) such failures per calendar year: $150.00

3. Customer Responsiveness

a) For each failure to initially respond to a Customer complaint within one (1) business day in accordance with Section 5.2.3, and for each additional day in which the complaint is not addressed, which exceeds five (5) per calendar year: $100.00

b) For each failure to process Customer complaints as required by Section 5.2.3, which exceeds five (5) per calendar year: $100.00

c) For each failure to promptly accept any Customer call due to the lack of adequate staff fluent in English and Spanish that exceeds ten (10) such occurrences annually: $100.00

d) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within one (1) business day (except Sundays and holidays) of request from City or Customer, which exceeds five (5) per calendar year: $100.00

e) For each failure to repair or replace a damaged or missing Container within two (2) business days of request from City or Customer, which exceeds five (5) per calendar year: $ 50.00 per day

f) For each failure to process a claim for damages within thirty (30) days from the date submitted to Company: $100.00

g) For each additional thirty (30) day increment of time in which Company has failed to process a claim for damages within thirty (30) days from the claim date: $100.00

4. Government Liaison Responsiveness

a) For each failure to initially respond to a City inquiry within two (2) business days that exceeds three (3) per Rate Year in accordance with Section 5.2.5: $50.00

b) For each failure to meet monthly with City staff to discuss Agreement-related issues in accordance with Section 5.2.5: $100.00

5. Diversion Efforts

a) For each calendar year in which Company fails to provide support to the City within thirty (30) days of year-end, documenting that it diverted at least the minimum tonnage required by Section 4.8 under this Agreement: $25.00 for each ton below tonnage level necessary to meet Diversion goal

b) For every Recycling or Green Waste Container Collected as Refuse without issuing a red tag per Section 5.3.3 which exceeds ten (10) failures per calendar year: $25.00 per Cart

6. Timeliness of Submissions to City

a) Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a monthly, quarterly, or annual report, or the Franchise Fee calculation support statement, or any other report required under this Agreement, is late, the daily liquidated damage amount shall be: $100.00 per day

b) For failure to respond to a letter from the City regarding a performance matter within five (5) working days from receipt of letter: $300.00 per day

7. Accuracy of Billing

Each Customer invoice that is not prepared in accordance with the City's approved rate schedule, or includes charges not identified on the City-approved rate schedule or otherwise approved in writing by the City, in excess of ten (10) invoices annually, and that are not accurately corrected in the next Billing run:

$25 per invoice, not to exceed $2,500 per Billing run

8. Cooperation with Service Provider Transition

a) For each day routing information requested by City Manager in accordance with Section 12.8 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service :

$1,000.00/day

b) For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new service provider servicing Customers with access issues, as described in Section 12.8:

$1,000.00/day

c) For delay in not meeting the requirements contained in Sections 4.11.16 (route audit) and 12.8 in a timely manner, in addition to the daily liquidated damages for breach under 7(a) and 7(b) above, liquidated damages of:

$10,000.00 per occurrence

9. General Contract Adherence

For each day that Company fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met: $100.00 per day

10. Failure to Implement Contingency Plan for Labor Unrest

In the event of labor unrest, for each day the Company fails to carry out the provisions set forth in the City approved contingency plan required by Section 11.7.2:

$2,000 per day during the second week of labor unrest;

$4,000 per day during the third week of labor unrest;

$6,000 per day during the fourth week of labor unrest and thereafter.

11. Facility Development

For each month past July 1, 2020, that the Company is unable to permit and operate the proposed Palmdale Organic Waste Recycling Center (POWR), subject to the limitations in Section 4.7.5:

$5,000.00 per month

City Manager may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, City Manager shall give Company notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Company may review (and make copies at its own expense) all information in the possession of City Manager relating to incident(s)/non-performance. Company may, within ten (10) days after receiving the notice, request a meeting with City Manager. Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City Manager will provide Company with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City Manager shall be final.

C. Amount. City Manager may assess liquidated damages for each calendar day or event, as appropriate, that Company is determined to be liable in accordance with this Agreement.

D. Appeal. For impositions of Liquidated Damages in an amount less than Five Thousand Dollars ($5,000.00), the City Manager's decision is final and binding. If the imposition is Five Thousand Dollars ($5,000.00) or greater, the Company may Appeal the City Manager's decision to assess following the process set forth in Article 11.1.C.2 and 11.2 and 11.3.

E. Timing of Payment. Company shall pay any liquidated damages assessed by City Manager within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Company in default and terminate this Agreement pursuant to Section 11.2, or both.

11.7 Excuse from Performance

11.7.1 Force Majeure

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder.

11.7.2 Labor Unrest

Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Company's employees or directed at the Company will be considered an excuse from performance to the extent that Company meets the terms of this Section 11.7. Notwithstanding other remedies to which the City shall be entitled under this Agreement in event of failure to perform, in the event of Company's failure to perform, or anticipated failure to perform, due to labor unrest, Company shall:

1) Provide a contingency plan to the City Manager within ninety (90) days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval, and Company shall amend the plan to meet City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction. Plan shall address, at a minimum, the priority of Collection by Customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized, and detailed communications procedures to be used.

2) Notify City Manager sixty (60) days prior to the expiration of its drivers' labor agreement.

3) Meet the requirements agreed to in the contingency plan.

4) Meet requirements of 11.7.3 below.

Company shall meet all requirements under this Section or City may choose to revoke this excuse from performance offered under this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 11.1, 11.2, 11.3, and 11.6 in which case

Company is not excused from performance and Company shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

11.7.3 Procedures In Event of Excused Performance

The party claiming excuse from performance under Section 11.7.1 or 11.7.2 shall, within two (2) business days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section. Throughout service disruption, Company shall:

1) Provide City with a minimum of daily service updates.

2) Notify Customers on a real-time basis as to alternative Collection procedures. At a minimum, Company shall update its website and shall provide ongoing updates to City for use on its website. Should enhanced contact technologies become available, Company shall use such methods upon approval from City.

The interruption or discontinuance of the Company's services caused by one or more of the events excused shall not constitute a default by the Company under this Agreement. Notwithstanding the foregoing, however, if the Company is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) days or more, the City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

11.8 Notice, Hearing and Appeal of City Breach

(A) Administrative Hearing. Should Company contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Manager requesting an administrative hearing on the allegation. A hearing officer shall be appointed by the City Manager, and the hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the City Manager. The hearing officer shall make an advisory ruling on Company's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling shall be advisory only.

(B) Other Remedies; Claims. Company shall be entitled to all available remedies in law or equity for City's breach of this Agreement; provided, however, Company shall not file or otherwise commence any action against City, in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and a thirty (30) day period

to accept the hearing officer's decision has passed, or either City or Company has given timely written notice to the other that it will not accept the hearing officers decision.

(C) Actions for Damages. As a prerequisite to the filing and maintenance of any action for damages by Company against City arising out of this Agreement, Company shall present a claim to City, as required by Government Code section 910 et seq, within thirty (30) days of the date of the occurrence giving rise to the claim for damages.

11.9 Assurance of Performance

City may, at its option and in addition to all other remedies it may have, demand from Company reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Company fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES

12.1 Relationship of Parties

The Parties intend that Company shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City, nor as a partner of or joint venture with City. No employee or agent or Company shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Company shall have the exclusive control over the manner and means of conducting the Solid Waste Handling Services performed under this Agreement, and all Persons performing such services. Company shall be solely responsible for the acts and omissions of its officers, employees, Affiliates, contractors, subcontractors and agents. Neither Company nor its officers, employees, Affiliates, contractor, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

12.2 Compliance with Law

In providing the services required under this Agreement, Company shall at all times, at its sole cost, comply with all applicable laws and regulations of the United States, the State of California, and any federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended, including but not limited to the payment of prevailing wage, if applicable.

12.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.4 Jurisdiction

Except for those matters where Federal Courts have exclusive jurisdiction, any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the Parties agree that this Agreement is made in and will be performed in Los Angeles County.

12.5 Assignment

Except as may be provided for in Article 10 (City's Right to Perform Service), Company shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an "assignment") to any other Person without the prior written consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a material breach of this Agreement. An assignment to an affiliate that is 100% owned by the same parent company as Company, has the same guarantor, and maintains the same local management and employees, is exempt from the provisions of this section. Any disputes between the City and Company as to whether the provisions of this section apply shall be decided by the City Manager in his/her sole and unfettered discretion.

For purposes of this section the term "assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Company's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Company to a third party provided said sale, exchange or transfer may result in a change of control of Company; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Company; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Company of any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Company's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Company.

Company acknowledges that this Agreement involved rendering a vital service to City's residents and businesses, and that City has selected Company to perform the services specified herein based on (1) Company's experience, skill and reputation for conducting its Solid Waste Handling Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Company's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors,

among others, in choosing Company to perform the services to be rendered by Company under this Agreement.

If Company requests City's consideration of and consent to an assignment, City may deny or approve such request in its sole and absolute discretion. Any request for an assignment must be approved by the City Manager, and no request by Company for consent to an assignment need be considered by City unless and until Company has met (or with respect to matters that would only occur upon completion of the assignment if approved, made reasonable assurances that it will meet) the following requirements:

A) Company shall pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. An advance payment towards expenses may be requested by City prior to City consideration of any assignment request and Company shall be responsible to pay all costs incurred by City in considering a request for assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the assignment.

B) Company shall pay a transfer fee to the City equal to one percent (1%) of the annual Gross Receipts for the most recent twelve (12) months prior to the effective date of the change of ownership, multiplied by the number of remaining years, or fraction thereof, under this Agreement. (This requirement will not be required in the event of an assignment to an Affiliate of Company);

C) Company shall furnish City with audited financial statements for itself, and the proposed assignee's operations for the immediately preceding three (3) operating years. (This requirement shall not be required of an Affiliate.)

D) Company shall furnish City with a pro-forma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such pro-forma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Company's operations. (This requirement shall not be required of an Affiliate.)

E) Company shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Company under this Agreement; (ii) that

in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal or local Environmental Laws and that the assignee has provided City with a complete list of any such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Company is in default at any time during the period of consideration. Should City consent to any assignment request, such assignment shall not take effect until all conditions relating to City's approval have been met.

12.6 Contracting or Subcontracting

Company shall not utilize any subcontractors, in direct interaction with City Customers or City staff, for the performance of the services under this Agreement, except with the consent of the City Manager, which may be withheld or delayed at its sole and absolute discretion.

12.7 Binding on Assigns

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the Parties.

12.8 Cooperation in Preparation for Termination or Expiration of Contract

Prior to, and at, the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, Company shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Handling Services. Company's cooperation shall include, but not be limited to, providing route lists, Billing information and other operating records needed to service all Premises covered by this Agreement. Cooperation is required in a timely manner to assist with the City's preparation of a request for proposals or a new agreement, as well as at the time of transition. The failure to

cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Company shall provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Company shall obtain any Customer approvals, if required, to transfer such means of access to the new service provider in a timely manner, and shall provide to City and new service provider the names, service address, and contact information for any Customers who refuse to provide such authorization. Company shall be responsible for coordinating transfer immediately after Company's final pickups, so as not to disrupt service. Company shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least ninety (90) days prior to the transition date, and provide an updated list two (2) weeks before the transition and a final list of changes the day before the transition. Company shall provide means of access to the new service provider at least one (1) full business day prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

12.9 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties to it and their representatives, successors and permitted assigns.

12.10 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

12.11 Company's Investigation

Company has made an independent investigation (satisfactory to Company) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

12.12 Condemnation

City fully reserves the rights to acquire Company's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the Parties set forth in Article 10.

12.13 Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:

City Manager
City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550

If to Company:

District Manager
Waste Management of California, Inc.
1200 City Ranch Road
Palmdale, California 93351

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) days from the date it is deposited in the mail.

12.14 Representatives of the Parties

References in this Agreement to the "City" shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as expressly provided herein. The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Company may rely upon actions taken by such delegates if they are within the scope of the authority so delegated to them.

Company shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Company in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Company. City may rely upon action taken by such designated representative as actions of Company unless they are outside the scope of the authority expressly delegated to him/her by Company as communicated to City.

12.15 City Free to Negotiate with Third Parties

City may investigate all options for the Collection, transporting, Recycling, processing and Disposal of Solid Waste for periods during which this Agreement has expired or been terminated. Without limiting the generality of the foregoing, City may solicit proposals from Company and from third parties for the provision of Solid Waste Handling Services which are the subject of this Agreement, including without limitation Collection services, Disposal services, Recycling services, Green Waste services and processing, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination of this Agreement under Article 11.

12.16 Compliance with Municipal Code

Company shall comply with those provisions of the municipal code of City which are applicable, and with any and all amendments to such applicable provisions during the Term of this Agreement.

12.17 Privacy

Company shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Company from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939. This provision shall not apply to reports or records provided to City pursuant to this Agreement.

12.18 Proprietary Information, Public Records

The City acknowledges that a number of the records and reports of Company are proprietary and confidential. Company is obligated to permit City inspection of its records on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Company. Notwithstanding the foregoing, any documents provided by Company to City that are public records may be disclosed pursuant to a proper public records request.

12.19 Entire Agreement

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals (including Company's Proposal), and agreements between the Parties, whether written or oral. The Parties acknowledges this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no Party or agent or attorney of any other party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other Party to execute this instrument.

12.20 Section Headings

The article and section headings in this Agreement are for the convenience of reference only and are not intended to be used in construing this Agreement, nor are they intended to alter or affect any of its provisions.

12.21 References to Laws and Other Agreements

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or re-codified, unless otherwise specifically provided.

12.22 Interpretation

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

12.23 Amendment

This Agreement may not be modified or amended in any respect except by a writing signed by the Parties.

12.24 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

12.25 Exhibits

Each of Exhibits identified as Exhibit "A" through "F" is attached hereto and incorporated herein and made a part hereof by this reference.

12.26 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover its reasonable attorney's fees and costs. Attorneys' fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

12.27 Authority

The Persons signing below represent that they have the requisite authority to bind the entities on whose behalf they are signing.

IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first above written.

CITY OF PALMDALE

("City")

DATED: July 24, 2017

CITY OF PALMDALE

By: James C. Ledford
[Name]
Mayor

WASTE MANAGEMENT OF CALIFORNIA, INC.,
dba WASTE MANAGEMENT OF ANTELOPE VALLEY

By: _____
Authorized Representative

Title: President - Southern California Area
Date: June 27, 2017

By: _____
Authorized Representative

Title: Vice President and Assistant Secretary
Date: June 27, 2017

Approved as to form:

By: _____
[Name]
City Attorney

ATTEST:

_____
[Name] Rebecca J. Smith
City Clerk

EXHIBIT A
INITIAL MAXIMUM RATES

Following are the rates for July 1, 2018 through June 30, 2019:

Monthly Residential Cart Service Rates*		
Standard Service includes one Refuse, one or more Recycling, and one or more Green Waste Carts. All carts are 96-gallon (except Super Recycler Rate).		
	With Street Sweeping	**Without Street Sweeping**
Standard Service	$24.03	$23.18
Low-Income Senior Rate – 20% of standard rate	$19.24	$18.55
Super Recycler Rate – 32-gallon refuse cart (1)	$19.24	$18.55
Mobile Home (per sp.)	$19.42	N/A
Mobile Home w/ GW (per sp.)	$21.92	N/A
Mobile Home 96-gal w/ GW (per sp.)	$23.18	N/A
Duplex	$32.31	$31.16
Triplex	$38.84	$37.44
Fourplex	$59.62	$57.50
Apartment 5+ (per unit)	$12.71	$12.26
Additional Refuse Cart – above one	$12.62	$12.62
Additional Recycling Cart	No charge	No charge
Additional Green Waste Cart	No charge	No charge

Other Residential Rates and Services* (Charged in Addition to Monthly Cart Service Rates)	
Walk-Out Service – authorized disabled Customers	No charge
Specialized Cart Lock Service (per cart)	$0.39/month
Special Bulky Item Pick-up (over two free per year for Single-Family and Multi-Family Residents)	$19.84 per pickup
Residential Account Reactivation Fee (only if Carts were removed for nonpayment)	$15.00 per reactivation
At-Your-Door HHW Collection Service (2)	$0.99/month

*Including all City fees.

(1) Super Recycler Rate includes one 32-gallon refuse cart, one 96-gallon recycling cart, and one 96-gallon green waste cart.

(2) At-Your-Door HHW Collection Service is an optional service provided and charged to all residential accounts if approved by City Council. As of June 6, 2017, City Council has not approved this optional service.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for July 1, 2018 through June 30, 2019:

Monthly Bin and Commercial Cart Rates*							
Container Size	Pickups per week						
	1	2	3	4	5	6	Extra Pickup
Refuse / Organic Waste Containers							
Commercial Cart (1)	$32.39	$64.78	$97.17	N/A	N/A	N/A	$16.52
1 yard Bin	$64.64	$117.00	$156.96	$196.97	N/A	N/A	$24.89
1.5 yard Bin	$79.80	$142.55	$197.39	$229.63	$369.93	$430.96	$37.33
2 yard Bin	$92.27	$164.03	$211.12	$282.81	$396.57	$461.23	$46.71
3 yard Bin	$132.29	$223.48	$320.81	$401.74	$431.29	$475.24	$52.95
4 yard Bin	$153.78	$289.05	$412.00	$520.57	$592.17	$635.01	$60.74
6 yard Bin	$209.07	$354.46	$467.03	$622.66	$696.14	$786.07	$67.68
3 yard compactor	$264.60	$446.95	$641.61	$803.48	$862.57	$950.47	N/A
4 yard compactor	$307.54	$578.09	$824.00	$1,041.12	$1,184.35	$1,270.01	N/A
6 yard compactor	$418.14	$708.93	$934.05	$1,245.32	$1,392.28	$1,572.15	N/A
Recycling Containers							
Commercial Cart	$10.69	N/A	N/A	N/A	N/A	N/A	$5.45
1 yard Bin	$21.33	$38.61	$51.80	$65.00	N/A	N/A	$8.21
1.5 yard Bin	$26.34	$47.04	$65.14	$75.78	$122.07	$142.19	$12.32
2 yard Bin	$30.45	$54.13	$69.67	$93.33	$130.87	$152.20	$15.41
3 yard Bin	$43.66	$73.75	$105.87	$132.57	$142.32	$156.83	$17.47
4 yard Bin	$50.75	$95.39	$135.96	$171.79	$195.41	$209.55	$20.04
6 yard Bin	$68.99	$116.97	$154.12	$205.48	$229.72	$259.41	$22.33
Locking Bin Service	$5.00	$10.00	$15.00	$20.00	$25.00	$30.00	N/A

*Including all City fees.

(1) Refuse service offered once per week. Organics service offered up to three times per week.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for July 1, 2018 through June 30, 2019:

Roll-off Box Charges*							
Container Size	Handling Fee Per Pickup	Material Cost Per Ton			Rental Fees After 7 Days		
		Waste/ Trash/ Organic Waste	Wood Only	Asphalt/ Concrete	Daily	Weekly	Monthly
10 Yard	$226.22	$56.55	$39.68	$11.82	$6.21	$43.57	$174.14
25 Yard	$288.55	$56.55	$39.68	$11.82	$7.74	$54.39	$217.72
30 Yard	$316.73	$56.55	$39.68	$11.82	$9.35	$65.28	$261.22
40 Yard	$396.25	$56.55	$39.68	$11.82	$10.90	$76.19	$304.72

Clean Cardboard Compactor Roll-off	
Container Size	Per Pickup
10 Yard	$58.45
25 Yard	$79.46
30 Yard	$88.48
40 Yard	$97.44

*Including all City fees.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for July 1, 2018 through June 30, 2019:

Additional Service Charges	Rate Per Service*
3-yard Temporary Bin	
- Per dump (delivery, Disposal and 7-day rental included)	$120.62
- Rental fee per day (after 7-days)	$12.20
Bin Cleaning (over once per year)	$61.54
Overfilled Container Fee and Contaminated Recycling Container Fee	$61.54
Commercial Cart Reactivation Fee (Only if Carts were removed for nonpayment)	$25.00

*Including all City fees.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for July 1, 2018 through June 30, 2019:

Used Oil Collection Program	Rate Per Service*
Door-to-Door Residential Used Oil Collections	$72.00 per stop
Certified Used Oil Collection Center Inspections	$100.00 per hour plus mileage
Used Oil Filter Drum Collection (1)	$45.00
- Uncrushed Filter Drum	$65.00
- Crushed Filter Drum	$85.00
CalRecycle Used Oil Annual Report Preparation	$100.00 per hour

*Including all City fees.

(1) Additional $65.00 deposit required which will count towards the final payment when the program is discontinued at the Certified Collection Center.

EXHIBIT B-1

EXAMPLE RATE ADJUSTMENT FORMULA

Step One: Calculate percentage change in indices

		A	B	C
Row	Index	Old Index Value	New Index Value	Percent Change In Index, Capped at 5% ((Column B/ Column A) -1)
1	CPI, Garbage and Trash Collection (1)	404.704	416.183	2.8%

Step Two: Apply percentage change to rates

		D	E	F	G
Row	Example Rate Categories	Current Customer Rate (2)	Percentage Change in Index (from Column C)	Rate Increase or Decrease (Column D x Column E)	Adjusted Rate (Column D + Column F)
2	Standard Res. w/sweep	$ 23.10	2.8%	$ 0.65	$ 23.75
3	Senior w/ sweep	$ 18.49	2.8%	$ 0.52	$ 19.01
4	Standard Res. w/o sweep	$ 22.28	2.8%	$ 0.62	$ 22.90
5	Senior w/o sweep	$ 17.83	2.8%	$ 0.50	$ 18.33
6	Additional 95-gal carts	$ 12.13	2.8%	$ 0.34	$ 12.47
7	Special Bulky	$ 19.25	2.8%	$ 0.54	$ 19.79
8	Resi-Reactivation Fee	$ 5.98	2.8%	$ 0.17	$ 6.15
9	Commercial 96-gal cart	$ 31.13	2.8%	$ 0.87	$ 32.00
10	Extra Comm cart pickup	$ 15.93	2.8%	$ 0.45	$ 16.38
11	3 CY 1x week	$ 127.16	2.8%	$ 3.56	$ 130.72
12	3CY 2x week	$ 214.80	2.8%	$ 6.01	$ 220.81
13	3 CY Extra Pickup	$ 51.06	2.8%	$ 1.43	$ 52.49

(1) Consumer Price Index Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, garbage and trash collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. Average annual change, capped at 5% per Section 6.3 of agreement.

(2) Example rates listed. Adjustment applies to all rates.

EXHIBIT B-2

EXAMPLE CALCULATION FOR AVERAGE ANNUAL CHANGE IN PUBLISHED CONSUMER PRICE INDEX

The rate adjustment index is calculated using the "average annual change" as demonstrated in the example below, measured for the calendar year ended in the December before each rate adjustment, as compared to the calendar year ended the prior December. The Bureau of Labor Statistics publishes the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average.

If a rate adjustment based on this CPI index were to be implemented as of July 1, 2014, the calendar year 2013 average annual index of 416.183 would have been the "New Index Value" to be used in Column B of the example rate adjustment formula in Exhibit B-1, and the calendar year 2012 average annual index of 404.704 would have been the "Old Index Value" in Column A. This would have resulted in a 2.8% increase to the rates as calculated in Column C of Exhibit B-1.

Consumer Price Index – All Urban Consumers, U.S. City Average
Garbage and Trash Collection, CUUR0000SEHG02

Year	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Average
2012	398.88	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416	404.704
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.76	418.357	419.687	421.427	422.237	416.183
												Average Annual Change:	**2.8%**

EXHIBIT C
STREET SWEEPING SPECIFICATIONS

1.0 Definitions

For purposes of this Exhibit, the following terms have the following meanings:

a. **Curb Mile -** "Curb Mile" means one mile (5,280 feet) of City street from the face of curb, extending out into the street, the width of the sweeper.

b. **Debris -** All litter, rubbish, leaves, sand, dirt, garbage, and other foreign material removable from a paved street with a mechanical or vacuum street sweeper.

c. **Painted Medians –** Any section of road, roadway, or street that either has a two-way turn lane or non-landscaped median.

d. **Quality of Sweeping -** The street sweeper shall leave work areas free of litter, rubbish, leaves, sand, dirt, garbage, and other foreign material while controlling visual dust in accordance with the Federal, State, and City standards. Also, the current industry standards of cleanliness shall apply.

e. **Re-sweeps -** Those sweeps required of Company when previous sweeps are deemed by City to be of poor quality, or when Company has missed a street or sections of a street during regularly scheduled street sweeping. Re-sweeps shall be completed at the expense of Company.

f. **Special Sweeps -** Those required by City other than regularly scheduled street sweeping and involving unusual conditions such as traffic hazards, parades, and similar events. Billing for special sweeps is based on an hourly rate with travel time included, if appropriate and approved in writing by the Director of Public Works or his/her designee.

g. **Street Sweeping -** The removal by mechanical and/or vacuum street sweepers of all debris from all portions of the street, including, but not limited to both sides of Residential streets, adjacent to Residential raised medians, street intersections, the areas adjacent to arterial/collector street curbs and raised medians (such as left turn pockets), and the center striped areas of arterial/collector streets.

h. **Streets -** All dedicated public rights-of-way within the existing or future limits of the City of Palmdale that are paved.

i. **Sweepings –** All debris removed from streets by street sweeping vehicles.

1.1 Services

A. General. At no additional cost and expense to City, Company shall provide street sweeping services on the following types of public streets and for the following approximate curb miles, as provided by City to Company, subject to Section 1.1.B below:

Residential Streets – 567 curb miles

Arterials – 166 curb miles

Medians – 15 curb miles

Industrial – 10 curb miles

Alleys – 2 curb miles

B. HOA's, Mobile Home Parks and Private Roads. HOA's, Mobile Home Parks and Private Roads designated by the City will not receive street sweeping services. Customers located in these areas will not be charged the Sweeping Rate. Should a HOA or a group of homeowner's comprising a majority of the users of a Private Road notify the City of their desire to receive street sweeping services, and should the City concur, City will notify Company to add the HOA or Private Roads to the services provided, and charge these Customers the Sweeping Rate.

C. Duty of Company.

1. Company shall perform Street Sweeping in accordance with accepted standards for Municipal Street Cleaning.

2. Company shall furnish, at Company's own expense, all labor, equipment, and materials necessary, and shall sweep all paved, public Residential streets within the City limits, in accordance with the area maps and schedule attached hereto (Exhibit __). The sweeping process shall include removal and Disposal of all accumulated debris (e.g., all solids and liquids Collected in the street sweeper(s)). Company shall adhere to the designated street sweeping schedule unless the Director of Public Works or his/her designee authorizes deviation in writing.

3. The Company may be required and/or may request to do early morning sweeping if approved by the Director of Public Works.

4. Company shall provide emergency contact information and a 24-hour on-call telephone number.

5. Company must verify mileage numbers with the City Maintenance Department upon City request.

6. All bubble-ups must be done once a week on Mondays.

7. Raised and painted medians must be done two times per month inclusive of quadrants and middle of intersections.

8. Company must provide its own street sweeper parking area, sweeper debris accumulation area, employee parking area, vehicle washing infrastructure, etc. Company shall not have access to the City Yard for such activities.

9. City may require the removal of a driver from City routes that is not meeting the minimum scope of the Agreement.

D. **Areas Where Street Sweeping Not Feasible.** Company is not required to provide street sweeping services in areas of the City where not feasible, including Customers located on dirt or gravel roads, and mobile home complexes. Customers located in these areas will not be charged the Sweeping Rate.

E. **Minimal Impact.** Sweeper operators shall perform activities in a professional and courteous manner. Sweeping is to be performed at times that provide the best results with minimal impact to residents and Commercial businesses, flow of vehicular traffic, and the public in general. Sweeping within the vicinity of schools shall be scheduled in order to ensure that it does not create an impact to students, teachers, and/or parents during morning drop-off or afternoon pick-up times. Company shall formally investigate any complaints received by the City in a prompt and expedient manner, and shall provide a written report to the City regarding the resolution of said complaint within seven business days from the date the complaint is forwarded to Company.

F. **NPDES.** Company shall meet all applicable local, State and Federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Los Angeles County National Pollution Discharge Elimination System Permit as it relates to street sweeping practices, and all Best Management Practices set forth by the City in compliance with NPDES requirements. Company shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its sweeping vehicles upon any City street, to any storm drain or any non-permitted outlet. As part of its submission, Company shall describe its methods for preventing NPDES violations during sweeping operations within the City. In addition, Company shall comply with all NPDES requirements at its maintenance Facilities, storage yards and Company Facilities. Failure to comply with this section may result in termination for cause by the City of any Street Sweeping agreements.

G. **Route.** Company shall develop a route schedule and map to provide for sweeping at a frequency of twice per month. Company shall provide proposed routes and future proposed route changes to the City for review and approval prior to said changes. Painted and raised medians shall be swept at a frequency of once per month. The portion of Highway 138 being swept by the City shall be swept once a week. Street sweeping services for Highway 138 shall be separately tracked and a summary of sweeping services provided and value of services shall be provided to the City separately. Route information shall be made available on the City App (for residents to find out their street sweeping day) and online.

H. **Coordination with Solid Waste Collection.** Company shall make reasonable efforts to coordinate street sweeping routes with trash Collection routes so streets shall be swept the business day after trash Collection. One month prior to the start of each calendar year, Company shall provide a proposed schedule to the City outlining the proposed dates when each zone will be swept during the year.

I. **Sweeping Hours of Operation.** At no time shall sweeping be conducted before 7:00 am. or after the hours of 7:00 p.m. or on Sunday in Residential areas without the consent and approval of the Public Works Director or designee.

J. **Holiday Adjustments.** Company will adjust sweeping schedule consistent with holidays which result in changes to Solid Waste Collection schedules.

1.2 **Notification of Route Changes.** Company shall provide a minimum of two weeks notice to all affected Customers of approved changes to sweeping schedules. Company will develop promotional materials to include sweeping schedules.

1.3 **Sweeping Methods**

A. **General.** Company shall make as many passes as are necessary to remove debris including all sand, dirt, rocks, gravel, vegetation, and other sweepable debris during sweeping operations. Small diameter cul-de-sacs within the sweeping routes where the gutter broom cannot reach the flowline must be swept by hand. Company shall re-sweep areas that the City has determined to have been swept unsatisfactorily within four (4) business hours of notification at no additional charge.

B. **Permitted Operations.** Company will operate equipment within manufacturer guidelines and observe a speed limit of 8 to 12 mph while sweeping. Company's street sweeper operators shall maintain good safety and driving records, and use extreme caution during street sweeping.

C. **Noise Limits.** Sweeping shall be conducted as quietly as possible and shall conform to applicable federal, State, county, and City noise level regulations as they now exist or may be amended in the future. The City may conduct random checks of noise emission levels to ensure compliance.

D. **Water Usage.** Adequate water shall be used at all times to maximize dust control. Company shall not discharge liquid waste from sweeper units onto City streets or into the storm drain system.

E. **Parked Vehicles and Other Impediments.** Obstructions in the sweeping path that can be removed by hand shall be placed in the hopper of the sweeper by the sweeper operator before sweeping. Large rocks and shopping carts from the sweeping pass shall be relocated to the adjacent sidewalk and Company shall notify the City of the location of the debris. Company shall not be responsible for areas missed due to parked cars or other personal property blocking sweeping paths, or other impediments that cannot be removed by hand, including construction debris, palm fronds, other debris, and areas of impaired vertical or horizontal clearance. In such case, Company must note and report areas missed to City.

F. **Inclement Weather.** Company shall notify the City in the event of canceling scheduled street sweeping due to inclement weather. During inclement weather, a two-hour standby period between 7:00 a.m. and 9:00 a.m. shall be observed before a scheduled Residential or Commercial sweep will be canceled. When inclement weather, in City's opinion, prevents adherence to the regular sweeping schedule in a given week, the sweeping of areas so affected by the inclement weather shall be swept within the following one week period from the date of the scheduled sweeping, without interruption of the regular sweeping schedule. The Company shall perform all extra work required by such inclement weather without additional charge or impact to City bank of hours.

G. **Protection and Restoration of Existing Improvements.** The Company shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property. The Company shall repair or replace all existing improvements within or adjacent to the area of work (i.e. lawns, trees, shrubs, hedges, fences, walls, sprinkler systems, sidewalks, driveways, curbs, gutters, valves, manholes, pavement, etc.) which are damaged or removed as a result of operations. New improvements shall be constructed and modified to match existing improvements and existing field condition with proper grade. Repairs and replacements shall be equal to or better than existing improvements, and shall match them in finish

and dimension. Old materials shall be replaced with new materials. Full compensation for furnishing all labor, materials, tools, equipment, traffic control, mobilization, and incidentals, and for doing all the work involved in protecting and restoration of existing improvements is considered included in the street sweeping rate. Discharging or Disposal of liquid or Solid Waste, including leakage from sweepers, will not be permitted onto public or private property, street, or storm drain systems. Company is responsible for cleanup of oil leaks and other discharge from the sweeper at their expense.

1.4 Staff

A. **General.** All staff associated with sweeping operations will be uniformed and have the ability to contact a supervisor from the vehicle. All vehicle operators shall be appropriately licensed to operate sweeping vehicles on public streets and shall obey all applicable traffic laws.

B. **Qualified Personnel.** Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

C. **Supervision.** Company agrees that its performance of each of the provisions of this Agreement shall be to the standards set by City's Director of Public Works or his/her designee to insure cleanliness, health, and sanitation in the sweeping of streets and Disposal of all sweepings within City. All work shall be done in a thorough and professional manner in accordance with generally accepted good practices in the street sweeping industry. Company shall designate a contact Person to be available daily during street sweeping hours, and as well as a contact Person(s) to be available daily during off-hours for emergencies.

D. **Reserves.** Adequate reserve staff and equipment shall exist to meet all obligations.

E. **Additional Staff.** One staff Person from Company shall be assigned as needed to pick up large debris that impede with sweeper operations.

F. **Sweeping Supervisor.** Company shall designate in writing a supervisor as "Sweeping Supervisor" who shall be responsible for working with City Maintenance Department for street sweeping service-related issues. City shall have the right to approve the Company's choice for a liaison. City shall be notified in advance of any change in the Street Sweeping Service Liaison. City shall be provided with phone number to contact Sweeping Supervisor 24 hours per day.

G. **Training.** Company shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations. All staff shall be trained to recognize illicit discharges and stormwater pollution sources. All staff training will be documented and available for review by the City Manager upon request.

H. **Communications.** Company shall maintain direct communications with all sweeping equipment and staff in the field. Each sweeper operator shall have the ability to communicate verbal information immediately to their supervisor, City staff, Police and Fire personnel, and for the reporting of pollutant discharge observations.

I. **Customer Service Requirements.** Company must have customer service staff that is adequately trained to handle street sweeping related complaints.

1.5 Debris and Water Usage

A. **General.** Company is responsible for the Disposal of all debris Collected. If Company utilizes a Bin for sweeping in a particular area, once the routes are established, Company shall coordinate the location of the Bins. These Bins shall be secured with locks for street sweeping debris use only. The Bins shall be water tight and able to accommodate the anticipated sweeping debris for each scheduled route. There shall be sufficient Bins placed in strategic locations along the street sweeping routes. These Bins shall be emptied and removed from the site the same day they are filled. Company shall be responsible for the cleanup around the Bins on a daily basis and any cost associated with hauling the street sweeping debris.

B. **Water Usage.** Company is responsible for all water usage and associated costs. Company shall operate in accordance with all applicable City and area water agencies' water conservation program requirements. Company shall provide all needed equipment and must contact the appropriate water agency(ies) for water meter information. Whenever possible, the Company shall prioritize the use of recycled water over potable water.

C. **Leaf Season.** During the "leaf season" Company shall enhance the high dump program utilizing sweepers with increased hopper capacity.

1.6 Credit Hours

A. At the beginning of each calendar year, Company shall provide the City a bank of seventy-five (75) credit hours. Credit hours shall be "banked" and available for use by City for specific sweeping projects outside the scope of the established routes and route schedules and beyond additional hours. Credit hours cannot be accumulated by the City and credited to the next calendar year.

1.7 Additional Sweeping Hours.

A. Any credit hours may be used by the City for unscheduled sweeping and related services at the request of the Director of Public Works or his/her designee.

B. **Call Out Rate.** Company and City shall establish a mutually agreed to "call out" rate for all hours of unscheduled sweeping service requested by City which exceeds the total credit hours available under Section 1.6.

1.8. Holidays

No street sweeping services are required to be performed on following legal holidays, unless otherwise and specifically requested by an authorized City representative:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

1.9 Outreach.

Company must perform outreach to adequately educate the public so that the public knows that complaints and issues with street sweeping are to be directed to the Company and reminders of how to maximize benefits of street sweeping program. Outreach must be performed at least once per Rate Year.

1.10 Failure to Perform.

Should Company fail to perform the duties as outlined in the Agreement, the City may request a replacement vendor for street sweeping services.

EXHIBIT D

CORPORATE GUARANTY

THIS GUARANTY (the "Guaranty") is given as of the ____ day of ____, 2017.

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Waste Management of California, Inc., hereinafter ("Owner") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by Waste Management Holdings, Inc. The Guarantor is Waste Management, Inc. who is the parent to Waste Management Holdings, Inc. ("Guarantor").

B. Owner and the City of Palmdale ("the City") have negotiated an Agreement for Integrated Solid Waste Management Services dated as of _____, (hereinafter "Agreement"). A copy of this Agreement is attached hereto.

C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Owner's performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement which Owner is required to perform, satisfy or observe. In the event that Owner fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, or cause to perform them in the place of the Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Owner due to its breach of the Agreement.

2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Owner under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or

enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. **Waivers**. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Owner; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledger and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledger without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or

recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Owner prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term**. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Owner's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Owner arising out of the Agreement based on Owner's failure to perform which has not been settled or discharged.

5. **No Waivers**. No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees**. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations including to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law: Jurisdiction**. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following Person as its agent for service of process in California:

CT Corporation
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

With a copy by certified mail to:
Waste Management, Inc.
1001 Fannin Street
Houston, TX 77002
Attn: General Counsel
GCLegal@wm.com

8. **Severability**. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding On Successors**. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. **Authority**. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the Person signing this Guaranty on its behalf has the authority to do so.

11. **Notices**. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: City Manager
City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550

with a copy to the City Counsel at the same address.

To the Guarantor: Waste Management, Inc
1001 Fannin Street
Houston, TX 77002
Attn: General Counsel
GCLegal@wm.com

WASTE MANAGEMENT OF CALIFORNIA, INC.
dba WASTE MANAGEMENT OF ANTELOPE VALLEY

By: _____
Authorized Representative
Title: President - Southern California Area
Date: June 27, 2017

By: _____
Authorized Representative
Title: Vice President and Assistant Secretary
Date: June 27, 2017

EXHIBIT E

COMPANY'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Waste Management of California, Inc., a California corporation, as PRINCIPAL, and Waste Management, Inc., a Corporation organized and doing business by virtue of the laws of the State of Delaware, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to City, hereinafter called OBLIGEE, in the penal sum of One Million and Two Hundred Fifty Thousand Dollars ($1,250,000) lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled "INTEGRATED SOLID WASTE MANAGEMENT SERVICES" with City, to do and perform the following work, to wit: Collect, Process and Dispose of Solid Waste generated within City, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise it will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said Surety will pay to OBLIGEE a reasonable attorney's fee, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this _____day of _____, 2017.

_____ _____

SURETY

By:_____ By:_____

(PRINCIPAL) (ATTORNEY IN FACT)

(SEAL) (SEAL)

EXHIBIT F

NOTARY CERTIFICATION

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 27, 2017 before me, A. Ann Jones Notary Public, personally appeared Larry Metter and Pete Demolder, who proved to me on the basis of satisfactory evidence to be the Person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity, and that by ~~his/her~~/their signature(s) on the instrument the Person(s), or the entity(ies) upon behalf of which the Person(s) acted, executed the instrument.

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

A. ANN JONES
Commission # 2056986
Notary Public - California
Los Angeles County
My Comm. Expires Feb 16, 2018

Place Notary Seal Above

WITNESS my hand and official seal.

A. Ann Jones

Signature of Notary Public

City Council Staff Report

DATE: **APRIL 17, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **STAFF FOLLOW-UP RESPONSE TO APRIL 3, 2024, CITY COUNCIL DIRECTION: DISCUSSION ON OPTIONS FOR LANGUAGE INTERPRETATION SERVICES AT COUNCIL MEETINGS**

RECOMMENDATION

Adopt the use of City Staff as interpreters while further investigation into software services is being carried out.

BACKGROUND

At the April 3, 2024, meeting, the Council directed staff to bring back a report on potential options for providing language interpretation services at council meetings.

DISCUSSION

City staff is exploring the possible use of Artificial Intelligence (AI) solutions and providing interpreting services through our certified Spanish-speaking employees.

The City has a number of certified employees who provide Spanish interpretation assistance to residents and customers. The employees will be polled to see who is available to interpret at the meetings.

The Information Technology Division is reviewing several Artificial Intelligence (AI) platforms for security and compatibility.

For efficiency and cost containment, we are not recommending third-party translation services at this time.

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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