PALMDALE

a place to call home

CITY COUNCIL
ADJOURNED REGULAR MEETING
SUCCESSOR AGENCY
HOUSING AUTHORITY
INDUSTRIAL DEVELOPMENT AUTHORITY
PALMDALE AIRPORT AUTHORITY
PALMDALE CIVIC AUTHORITY
PALMDALE FINANCING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, JUNE 26, 2024
5:00 PM
www.cityofpalmdaleca.gov

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
   COMMISSIONERS FRAGA-SAENZ, BETTS

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

PUBLIC COMMENT RULES

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

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

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

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

4. **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.

5. **CONSENT CALENDAR**

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

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

5.2 Approve Project Authorization A under Master Services Agreement with NBS Government Finance Group to provide Assessment District and Community Facility District administration, other related consulting services, and continuing disclosure services in an amount not to exceed $1,160,000 for a term of five (5) years.

SR Agrmt No. A-8883 with NBS Government Finance Group.docx
Agrmt No. A-8883 Master Services Agreement with NBS Government Finance Group.pdf
Agrmt No. A-8883-A Project Authorization with NBS Government Finance Group.pdf

5.3 Approve Purchase Order 20250000 with Amazon Capital Services, Inc. dba Amazon Business in an amount not to exceed $217,000 for FY 2024-25.
SR PO 20250000 Amazon Capital Services.docx
PO No. 20250000 Amazon Capital Services.pdf
Contract No. R-TC-17006.pdf
Contract No. R-TC-17006 Amendment 1.pdf
Contract No. R-TC-17006 Extension 1.pdf
Contract No. R-TC-17006 Extension 2.pdf

5.4 Adopt Resolution No. CC 2024-053, a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2024-25 pursuant to Article XIII B of the California Constitution and repeal Resolution No. CC 2023-042.
SR GANN Appropriation Limit FY 2024-25.docx
Reso. No. CC 2024-053 GANN Appropriation Limit FY 2024-25.docx

5.5 Approve Agreement with Hinderliter, de Llamas & Associates (HdL) for Sales, Use, and Transaction Tax Audit and Information Services in an amount not to exceed $262,000 for a five (5) year term.
SR Agrmt No. A-8885 with Hinderliter, de Llamas & Associates.docx
Agrmt No. A-8885 with Hinderliter, de Llamas & Associates.pdf

5.6 Approve agreement with Pro West and Associates, Inc. to provide Geographical Information System (GIS) services in a not to exceed amount of $300,000 for a three (3) year term.
SR Agrmt No. A-8901 with Pro West and Associates.docx
Agrmt No. A-8901 with Pro West and Associates.pdf

5.7 Adopt Resolution No. CC 2024-060, a Resolution of the City Council of the City of Palmdale approving the Salary and Benefits Policy.
SR Salary and Benefits Policy.docx
Reso. No. CC 2024-060 Salary and Benefits Policy.docx
Exh Salary and Benefits Policy.pdf

5.8 Adopt Resolution No. CC 2024-063, a Resolution of the City Council of the City of Palmdale approving the application for specified grant funds from the Budget Act of 2023, 19.561(B)(14), as clarified by Assembly Budget Committee Letter dated May 8, 2024: Improvements and Maintenance to any City Park in the City of Palmdale.
SR Reso No. CC 2024-063.docx
Reso. No. CC 2024-063.docx

5.9 Award Invitation for Bid and approve requisition with Hasa, Inc. for pool chemical supplies in an amount not to exceed $212,500 for Fiscal Year 2024-2025.
SR Req. No. 250001 with Hasa Inc.docx

Req. No. 250001 with Hasa, Inc.pdf
Atch 1 Bid Tabulation.pdf

5.10 Award Invitation for Bid and approve requisition with Morgan Ingland LLC for commercial streetlight poles in an amount not to exceed $227,487 Fiscal Year 2024-2025.
SR Req. No. 250002 with Morgan Ingland LLC.docx
Req. No. 250002 with Morgan Ingland LLC.pdf
Atch 1 Bid Tabulation.pdf

5.11 Award Invitation for Bid and approve Requisition with Walsma Oil Company, Inc. for Bulk Diesel and unleaded fuel in an amount not to exceed $650,000 for Fiscal Year 2024-2025.
SR Req. No. 250000 with Walsma Oil Company Inc.docx
Req. No. 250000 with Walsma Oil Company, Inc.pdf
Atch 1 Bid Tabulation.pdf

5.12 Approve Consultant Agreement with Transtech Engineers, Inc. for Acting City Engineer and Traffic Engineer staff augmentation support services in the amount of $222,300 for a term of nine months.
SR Agrmt No. A-8892 with Transtech Engineers Inc.docx
Agrmt No. A-8892 with Transtech Engineer, Inc.pdf

5.13 Adopt Resolutions initiating the Tuesday, November 5, 2024, City of Palmdale General Municipal Election: Adopt Resolution No. CC 2024-043, a Resolution of the City Council of the City of Palmdale, California, calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of certain Officers as required by the provisions of the City of Palmdale Charter; Adopt Resolution No. CC 2024-044, a Resolution of the City Council of the City of Palmdale, California, requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 5, 2024, with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code; and, Adopt Resolution No. CC 2024-045, a Resolution of the City Council of the City of Palmdale, California, adopting regulations for Candidates for Elective Office pertaining to Candidate Statements submitted to the voters at the General Municipal Election to be held on Tuesday, November 5, 2024.
SR Resolutions Initiating Nov 5 2024 Election.docx
Reso. No. CC 2024-043.docx
Reso No. CC 2024-044.docx
Reso. No. CC 2024-045.docx

5.14 Approve Agreement with Konica Minolta Business Solutions USA, Inc. for document imaging and indexing services for a not to exceed amount of $681,120

for a term of three (3) years with the option to extend for two additional terms of one (1) year each.
SR Agrmt No. A-8794 Konica Minolta Business Solutions U.S.A. Inc.docx
Agrmt No. A-8794 Konica Minolta Business Solutions U.S.A. Inc.pdf

5.15 Approve the minutes from the previous meeting.
Minutes 06 05 2024 CC SA PFA.pdf

6. **JOINT CONSENT CALENDAR CC/SA/HA/IDA/PAA/PCA/PFA**

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

6.1 Adopt Joint Resolution of the City Council of the City of Palmdale No. CC 2024-062, Successor Agency to the Community Redevelopment Agency of the City of Palmdale No. SA 2024-013, the Palmdale Civic Authority No. PCA 2024-002, the Housing Authority of the City of Palmdale No. HA 2024-005, the Industrial Development Authority No. IDA 2024-002, the Palmdale Airport Authority No. PAA 2024-002, the Palmdale Financing Authority No. PFA 2024-004, collectively the Approving Legislative Bodies (ALB) authorizing the City Manager to bind insurance coverage annually for the approved legislative bodies.
SR Authorization to Bind Insurance Coverage.docx
Reso. No. CC 2024-062, SA 2024-013, PCA 2024-002,HA 2024-005, IDA 2024-002, PAA 2024-002, PFA 2024-004.docx

6.2 Approve the minutes from the previous meetings.
Minutes 04 03 2024 HA.pdf
Minutes 05 01 2024 HA.pdf
Minutes 05 15 2024 HA.pdf

7. **JOINT PUBLIC HEARING ITEM CC/SA/HA/IDA/PAA/PCA/PFA**

7.1 Adopt Joint Resolution of the City Council of the City of Palmdale No. CC 2024-064, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale No. SA 2024-012, the Palmdale Civic Authority No. PCA 2024-001, the Housing Authority of the City of Palmdale No. HA 2024-004, the Industrial Development Authority No. IDA 2024-001, the Palmdale Airport Authority of the City of Palmdale No. PAA 2024-001, and the Palmdale Financing Authority No. PFA 2024-003 approving and adopting the City of Palmdale's Annual Budget for Fiscal Year 2024-25, and approving revenue and expenditure adjustments to Fiscal Year 2023-24; Adopt Resolution No. CC 2024-066, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Schedule for general positions; Adopt Resolution No. CC 2024-067, a Resolution

of the City Council of the City of Palmdale amending the Classification and Pay Plan for bargaining unit positions; Adopt Resolution No. CC 2024-068, a Resolution of the City Council of the City of Palmdale amending the Classification and Pay Plan for Parks and Recreation Unbenefited positions; and, Adopt Resolution No. CC 2024-069, a Resolution of the City Council of the City of Palmdale amending the Classification and Pay Plan for Y-Rated positions.

SR FY 2025 Proposed Operating and Capital Budget.docx
Reso No. CC 2024-0064, SA 2024-012, PCA 2024-001, HA 2024-004, IDA 2024-001, PAA 2024-001, PFA 2024-003.docx
Atch FY 2025 Budget at a Glance.pdf
Atch FY 2025 Proposed Operating and Capital Budget.pdf
Reso No. CC 2024-066 General Classification and Pay Plan.docx
Exh 1 General Classification and Pay Plan July 1, 2024.pdf
Exh 2 General Salary Schedule July 1, 2024.pdf
Reso No. CC 2024-067 BU Classification and Pay Plan.docx
Exh 1 BU Classification and Pay Plan July 1, 2024.pdf
Exh 2 BU Salary Schedule July 1, 2024.pdf
Reso No. CC 2024-068 Parks and Recreation Unbenefited Classification and Pay Plan.docx
Exh 1 Parks and Recreation PT Classification and Pay Plan July 1, 2024.pdf
Exh 2 Parks and Recreation PT Salary Schedule July 1, 2024.pdf
Reso No. CC 2024-069 Y-Rated Classification and Pay Plan.docx
Exh 1 Y-Rate Classification and Pay Schedule July 1, 2024.pdf
Exh 2 Y-Rate Salary Schedule July 1, 2024.pdf

8. PUBLIC HEARING

8.1 Adopt Resolution No. CC 2024-059, a Resolution of the City Council of the City of Palmdale restating in its entirety the City of Palmdale Master Schedule of Fees and repealing all prior enactments inconsistent with this Resolution.

SR FY 2024-25 Master Schedule of Fees and Penalties.docx
Reso. No. CC 2024-059 Master Schedule of Fees and Penalties.docx
FY 2024-25 Proposed Master Schedule of Fees and Penalties.pdf

8.2 Introduce and Adopt Ordinance No. 1643, an Ordinance of the City Council of the City of Palmdale, approving General Plan Amendment 24-0002, Zone Change 24-0002, and Comprehensive Development Plan 24-0003 finding that the project is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045) and direct staff to make necessary modifications to the Palmdale Transit Area Specific Plan.

SR Ord. No. 1643.docx
Ord. No. 1643.docx
Exh A Ord. No. 1643.docx

9. CITY MANAGER'S REPORT

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

11. **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.

12. **PRESENTATION BY CITY ATTORNEY**

    12.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

    Title: City Attorney
    Name: William P. Curley, III

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

13. **ANNOUNCEMENT BY CITY ATTORNEY**

14. **ADJOURN** meeting to July 10, 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: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE PROJECT AUTHORIZATION A UNDER MASTER SERVICES AGREEMENT WITH NBS GOVERNMENT FINANCE GROUP TO PROVIDE ASSESSMENT DISTRICT AND COMMUNITY FACILITY ADMINISTRATION, OTHER RELATED CONSULTING SERVICES, AND CONTINUING DISCLOSURE SERVICES IN AN AMOUNT NOT TO EXCEED $1,160,000 FOR A TERM OF FIVE (5) YEARS**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Project Authorization A under Master Services Agreement No. A-8883 with NBS Government Finance Group to provide Assessment District and Community Facility District administration, other related consulting services, and continuing disclosure services in an amount not to exceed $1,160,000 for a term of five (5) years; and,

2. Authorize the City Manager or her designee to execute Project Authorization A under Master Services Agreement No. A-8883 with NBS Government Finance Group, including minimal and/or non-substantial changes.

BACKGROUND

NBS has assisted the City with managing and reporting on behalf of its Special Financing Districts. The City's Special Financing Districts include one Assessment District and seven Community Facilities Districts that require continuous management and reporting. Services include, but are not limited to, notice of special tax disclosures, debt disclosures, delinquency monitoring, reminder and demand letters, data collection, policy review, cost recovery, cash flow analysis, fund analysis, levy submittal, tax roll removal and notice, foreclosure proceedings, resubmission of rejects, maintaining parcel change data, annual reports, prepayment and recalculation of amortization

schedules, bond calls, bond tenders, release of liens, notice of special assessment, California Debt and Investment Advisory Commission reporting, and county assessor reporting.

In addition to the administration services for Assessment District and Community Facilities Districts, NBS provides the continuing disclosure services required by Federal regulations for debts issued by the City of Palmdale and Successor Agency of the City of Palmdale.

DISCUSSION

The existing agreement with NBS Government Finance Group will expire June 30, 2024. To ensure the City remains compliant with District reporting, continuing disclosures, delinquency management, and general administration, staff recommend that the City Council approve Project Authorization A under the NBS Master Services Agreement.

FISCAL IMPACT

$1,160,000; the fiscal impact for the full term of five (5) years is $1,160,000. Funds for Fiscal Year 2024-25 are proposed for appropriation through the annual operating budget. Funding for future years will be proposed through the annual budget process for each subsequent year.

STRATEGIC PLAN

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

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

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

Prepared by:	Janelle Samson, Director of 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

Agrmt No. A-8883-A with NBS Government Finance Group
Agrmt No. A-8883 Master Services Agreement with NBS Government Finance Group

AGREEMENT NO. A-8883
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND NBS GOVERNMENT FINANCE GROUP

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and NBS GOVERNMENT FINANCE GROUP, a CONTRACTOR , (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

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 CITY 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:

The following services, including but not limited to:
-Assessment District and Community Facilites District Administration
-Review of Policy
-Data Collection
-Fund Analysis
-Public Hearings
-Cost Recovery
-Scheduling
-Fiscal Goals
-Annual Reporting(s)
-Administrative Services
-Bond Formation Services
-Elections and Vote Tabulation
-CFD Bond Issuance
-Non-Bonded CFD Formation Services

This agreement will serve as the master agreement for multiple Project Authorization Agreement (PAAs). The scope of work and related fees will be detailed individually within each Project Authorization Agreement.

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:

TBD, DEPENDENT ON THE PROJECT.

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 CONTRACT TERM

The term of this Contract is FIVE (5) YEARS, commencing on the effective date.

5 ACCEPTANCE AND DOCUMENTATION

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

5.1 **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.

5.2 **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.

5.3 **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.

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed ZERO dollars ($0) 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:

Each PAA will have a specific fee schedule attached that applies to the specific scope of work for the individual PAA.

6.1 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.

6.2 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.

6.3 **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.

7 TAXES

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

7.2 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.

7.3 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.

7.4 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.

8 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.

9 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.

10 INSURANCE

10.1 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 10.8, must be reviewed and accepted by the City Attorney**.

10.1.1 Workers’ Compensation and Employer’s Liability

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

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

10.1.4 Professional Liability (Errors & Omissions) Insurance*

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

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

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

10.8 Acceptable Proof of Insurance:

10.8.1 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.

10.8.2 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.

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

10.9 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.

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

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 10 will not be impacted and/or limited by such deviation.

11 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.

12 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.

12.1 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.

12.2 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.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, 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 11.

13 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.

14 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.

15 DELEGATION AND ASSIGNMENT

15.1 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.

15.2 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.

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

16.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

17 FINANCIAL INTEREST CERTIFICATION

17.1 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.

17.2 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.

18 CONFLICT OF INTEREST

18.1 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.

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

18.3 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.

19 COMPLIANCE WITH LAW

19.1 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.

19.2 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.

19.3 If applicable, CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set forth in Exhibit “A” attached hereto and incorporated herein by reference, as well as the execution of a Worker’s Compensation Certificate attached hereto as Exhibit “B” and incorporated herein by reference.

20 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.

21 ENTIRE AGREEMENT AND AMENDMENTS

21.1 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.

21.2 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.

21.3 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.

22 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

RONDA PEREZ
CITY MANAGER

JS
Signed: 6/5/2024

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

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
City Clerk

NBS GOVERNMENT FINANCE GROUP:

Michael Rentner
Signed: 6/5/2024

MIKE RENTNER
PRESIDENT AND CEO

ADDRESS FOR NOTICE:
NBS GOVERNMENT FINANCE GROUP
32605 TEMECULA PARKWAY, 100
TEMECULA, CA 92592

---------- 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 2024-06-05 14:42:38 GMT

Secured by Concord™
DocumentID: 02wl4JiUQPtCfixnESfsYS
SigningID: 02wl4JiUKNAvpD8WcTbVRd
Signing date: 6/5/2024
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

For
Name
Title



Signed on 2024-06-05 22:55:19 GMT

Secured by Concord™
DocumentID: 02wl4JiUQPtCfixnESfsYS
SigningID: 02wlGPN2EB6B2QL6LqNLdo
Signing date: 6/5/2024
IP Address: 184.167.188.44
Email: mrentner@nbsgov.com

concord™
Where agreements happen.

Signed with www.concordnow.com

AGREEMENT NO. A-8883-A
AUTHORIZATION AGREEMENT
WITH NBS GOVERNMENT FINANCE GROUP
PURSUANT TO ONGOING CONTRACT NO. A-8883

This AGREEMENT is made and entered into by and between the City of Palmdale, a municipal corporation (hereinafter referred to as "CITY") and NBS GOVERNMENT FINANCE GROUP (hereinafter referred to as "CONTRACTOR/CONSULTANT") and is an Authorization Agreement entered into pursuant to Ongoing Contract No. A-8883 . This Contract shall become effective on the date of the last signatory.

WHEREAS, the term of Ongoing Contract No. A-8883 between the CITY and CONTRACTOR/CONSULTANT is from full execution of this agreement by the City to 06/30/2029.

CITY and CONTRACTOR/CONSULTANT, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

The scope of work for this project consists of the following work:

1915 Act Assessment District Administration

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel and other interested parties to:
•Establish lines of communication.
•Clarify the specific project goals and criteria that will meet the City's preference.
•Identify and resolve any special circumstances that may be involved in the administration of the districts.
•Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties.
•Establish meeting dates consistent with schedule to achieve project milestones.

DATA COLLECTION

NBS will gather and review data relevant to the administration of the Assessment District. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information. NBS will maintain and periodically update a database of all parcels within the district along with relevant parcel information.

POLICY REVIEW

NBS will review policies and procedures that have been established by the City for compliance with the governing documents and law. These policies will be incorporated into our service to the City.

COST RECOVERY

NBS will assist the City in identifying all costs associated with the administration of the Assessment District and recover those costs through the levy process as outlined in §8682 and §8682.1 of the California Streets and Highways Code. These costs may include, but not be limited to Registrar/Transfer/Paying Agent fees, Arbitrage Rebate calculation fees, bank fees, and expenses of the City and its consultants related to the administration of the district.

FUND ANALYSIS

NBS will determine the balance requirements and acquire the current cash balances for the district. We will make recommendations to ensure that the flow of funds and fund balances are in compliance with bond documents. Cash flow analysis will also be performed to determine any levy shortfall or surplus.

LEVY SUBMITTAL

NBS will submit the levy to the County Auditor-Controller in the required format. Assessments rejected by the County Auditor-Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced with payment to be directed to the City.

MAINTAIN DISTRICT DATA

NBS will annually track all parcel changes to ensure that all changes are documented. Historical parcel change and assessment apportionment data will be maintained by NBS.

ANNUAL REPORT

NBS will provide a comprehensive Annual Report that will show a detailed listing of the amounts submitted to the County or directly billed for collection, details of delinquent assessments, fund analysis, paid off parcels, all bond call activity, and assessed valuation information.

DELINQUENCY MONITORING

NBS will provide a comprehensive list of delinquencies after each installment becomes due. The delinquency report will provide the district's overall delinquency percentage as well as a detailed list of each delinquent parcel, with the name and address of the delinquent parcel owner, the delinquent amount, and penalties.

PREPAYMENT CALCULATION/AMORTIZATION SCHEDULE

NBS will provide assessment prepayment calculations and amortization schedules to interested parties. The requester will pay the cost of this service; however, there will be no charge to the City or property owners.

BOND CALLS

NBS will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

RELEASE OF LIENS

NBS will prepare all documents required to release the liens of parcels that have prepaid the assessment.

NOTICE OF SPECIAL ASSESSMENT

NBS will provide a "Notice of Special Assessment" disclosure notice to requesting parties as required by §53754 of the Government Code of the State of California. The fee of any Notice of Special Assessment shall be paid by the party requesting the disclosure notice.

CONSULTING SUPPORT

NBS will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments for the district. Bilingual staff is available for Spanish-speaking property owners.

COUNTY ASSESSOR REPORTING

NBS will work with the County Assessor to aid in complying with the requirements of Revenue & Taxation Code 163. This includes providing data such as parcel number, original assessment and current principal balance to the County Assessor.
Community Facilities District Administration (Bonded)

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel and other interested parties to:
•Establish lines of communication.
•Clarify the specific project goals and criteria that will meet the City’s preference.
•Identify and resolve any special circumstances that may be involved in the administration of the districts.
•Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties.
•Establish meeting dates consistent with schedule to achieve project milestones.

DATA COLLECTION

NBS will gather and review data pertinent to the administration of the Community Facilities District. Data will be obtained from various sources such as Assessor’s parcel maps, building permits and County Assessor information as determined to be necessary based on the requirements of the Rate and Method of Apportionment. NBS will maintain and periodically update a database of all parcels within the district along with relevant parcel information.

ADMINISTRATIVE COST RECOVERY

NBS will identify all costs associated with the administration of the Community Facilities District and recover those costs through the levy process as outlined in §53317(e) and §53340 of the Government Code of the State of California. Such costs may include, but are not to be limited to: Bank fees, legal fees, county tax collection fees, and all costs and expenses of the City Council and its consultants related to district administration.

CASH FLOW ANALYSIS

NBS will determine the cash flow requirement, acquire current fund balances and make recommendations to keep the flow of funds and fund balances in compliance with the bond documents. Fund transfers might include the transfer of available surplus funds to be used as levy credits or the transfer of reserve funds to the redemption fund upon the prepayment of special taxes. Cash flow analysis will also be performed to determine any levy shortfall or surplus collections.

SPECIAL TAX REQUIREMENT

NBS will calculate the annual Special Tax Requirement that will include all necessary components as outlined in the Rate and Method of Apportionment, such as principal and interest due, administrative expenses, collection for direct financing of services or facilities, and a fund credit or replenishment as determined from analysis of the district funds.

LEVY CALCULATION
NBS will calculate the annual special tax levy for each parcel within the Community Facilities District following the guidelines established in the Rate and Method of Apportionment.

MEETING ATTENDANCE

NBS will attend up to two (2) City Council meetings related to district administration, as requested by the City. NBS will attend additional meetings as requested by the City subject to additional expenses for time and travel.

LEVY SUBMITTAL

NBS will submit the levy to the County Auditor-Controller in the required format. Special Taxes rejected by the County Auditor-Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not submitted by the County for collection will be invoiced with payment to be directed to the City.

MAINTAIN DISTRICT DATA

NBS will annually track all parcel changes to ensure that all changes are documented. Historical parcel change data will be maintained by NBS.

SPECIAL TAX LEVY REPORT

NBS will provide an annual Special Tax Levy Report. This report will include a parcel listing with levy amounts and other parcel information, the details of the annual Special Tax Requirement, current delinquency information, fund analysis, administrative expenses to be recovered, and status of the project and current issues affecting the district.

DELINQUENCY MONITORING

NBS will provide a comprehensive list of delinquencies after each installment becomes due. The delinquency report will provide the district's overall delinquency percentage as well as a detailed list of each delinquent parcel, with the name and address of the delinquent parcel owner, the delinquent amount, and penalties.

PREPAYMENT CALCULATIONS

NBS will provide special tax prepayment calculations to interested parties. The party requesting the calculation shall pay the fee of any prepayment calculation.

BOND CALLS

NBS will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

RELEASE OF LIENS

NBS will prepare all documents required to release the liens of parcels that have prepaid the special tax.

CDIAC REPORTING

NBS will perform the necessary reporting to the California Debt and Investment Advisory Commission as required by of the Government Code of the State of California.

For each of the following reporting requirements, NBS will review all pertinent documents and obtain the information needed to:
•Prepare and file the report online as required by GC §53359.5(b) and §53359.5(c) by the October 30th annual deadline.
•Prepare and file the report online as required by GC §8855(k) by the January 31st annual deadline. This report is subject to additional fees per bond issue based on the requirements.

ADDITIONAL REPORTING

NBS will be a resource to the City by staying current and identifying any new legislation and reporting requirements as they relate to the CFD.
For each of the following reporting requirements, NBS will review all pertinent documents and obtain the information needed to:
•Prepare the required reporting to the California State Controller's Office California Government Code, Section 12463.2, enacted as part of AB 2109. Provide to City staff

for inclusion in the annual financial transaction report.
•Assist in the filing of the SB 165 report to the City Council each year to comply with legislation that enforces additional reporting requirements. California Government Code, Sections 50075.3 or 53411.
•Prepare other reports as required by any State and/or Federal disclosure reporting requirements pertaining to each CFD, as applicable, amended, or newly enacted and required. This may be subject to additional fee.

NOTICE OF SPECIAL TAX DISCLOSURE

NBS will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the requesting party.
CONSULTING SUPPORT

NBS will provide a toll-free phone number for use by the City, other interested parties and property owners. Our staff will be available to answer questions regarding the CFD and ongoing collection of the special tax. Bilingual staff is available for Spanish-speaking property owners.

Community Facilities District Administration (Non-Bonded)

DATA COLLECTION

NBS will gather and review data pertinent to the administration of the Community Facilities District (CFD). Data will be obtained from various sources such as assessor's parcel maps, building permits and county assessor information as determined to be necessary based on the requirements of the Rate and Method of Apportionment. NBS will maintain and periodically update a database of all parcels within the CFD and relevant parcel information.

ADMINISTRATIVE COST RECOVERY

NBS will assist the City in identifying all costs associated with the administration of the CFD and recover those costs through the levy process as outlined in §53317(e) and §53340 of the Government Code of the State of California. Such costs may include, but are not to be limited to: bank fees, legal fees, county tax collection fees, and costs and expenses of the City and its consultants related to administration of the CFD.

SPECIAL TAX REQUIREMENT

NBS will calculate the annual Special Tax Requirement that will include all necessary components as outlined in the Rate and Method of Apportionment, such as funds necessary for authorized services and maintenance, administrative expenses, collection costs for direct financing of services or facilities, and credits as determined from the analysis of the CFD funds.

LEVY CALCULATION

NBS will calculate the annual special tax levy for each parcel within the CFD following the guidelines established in the Rate and Method of Apportionment.

MEETING ATTENDANCE

NBS will attend CFD-related City Council meetings as requested by the City.

LEVY SUBMITTAL

NBS will submit the levy to the County Auditor-Controller in the required format by the County's deadline. Special Taxes rejected by the County Auditor-Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced directly to the parcel owner, with payment to be directed to the City.

SPECIAL TAX LEVY REPORT

NBS will provide an annual Special Tax Levy Report. This report will include a parcel listing with levy amounts and other parcel information, the details of the annual Special Tax Requirement, fund analysis, administrative expenses to be recovered, and status of the project and current issues affecting the CFD.

ADDITIONAL REPORTING

NBS will be a resource to the City by staying current and identifying any new legislation and reporting requirements as they relate to the CFD.
For each of the following reporting requirements, NBS will review all pertinent documents and obtain the information needed to:

•Prepare the required reporting to the California State Controller's Office California Government Code, Section 12463.2, enacted as part of AB 2109. Provide to City staff for inclusion in the annual financial transaction report.
•Assist in the filing of the SB 165 report to the City Council each year to comply with legislation that enforces additional reporting requirements. California Government Code, Sections 50075.3 or 53411.
•Prepare other reports as required by any State and/or Federal disclosure reporting requirements pertaining to each CFD, as applicable, amended, or newly enacted and required. This may be subject to additional fee.

NOTICE OF SPECIAL TAX DISCLOSURE

NBS will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the party requesting the disclosure form.

CONSULTING SUPPORT

NBS will provide a toll-free phone number for use by the City, other interested parties and property owners. Our staff will be available to answer questions regarding the

CFD and ongoing collection of the special tax. Bilingual staff is available for Spanish-speaking property owners.

Enhanced Administration Support

COMMUNICATION
•NBS will attend any bond holder meetings or other meeting for which NBS presence is requested.
•NBS will coordinate with bond counsel and foreclosure attorneys on agenda items as needed.

DELINQUENCY MANAGEMENT
•NBS will provide the foreclosure attorney a filtered Delinquency Detail report showing only the parcels that are in foreclosure. NBS will update any foreclosure spreadsheets as needed, provide payoff calculations, check foreclosure fees, and provide information as needed for ultimate loss and litigation cases.
•NBS will manage correspondence received by the City related to delinquency management. NBS will also coordinate with the foreclosure attorney on workouts, delinquency questions, payment plans with the foreclosure attorney or City, and Los Angeles County Tax Sales, and will obtain and/or calculate waivers, tenders' fees, legal fees, and admin fees related to delinquent assessments.

DOCUMENT REVIEW

•NBS will review figures and information on declarations, legal documents, and district documents, including those from the foreclosure attorney.
REPORTING
•NBS will answer questions or provide information to the auditors as requested by the City.
•NBS will handle statistical requests received by various requesting agencies such as California Municipal Statistics.
•NBS will provide debt service information needed to complete the state controllers report.
•NBS will provide the narratives and footnotes for the budget and ACFR. NBS will also provide the information related to the assessment districts for the District Financial Reports.

COST RECOVERY
•NBS is available to keep track of the invoices received by the City so these costs are recovered via the following years levy. The City will continue to pay invoices received; however, the City will send a copy of all invoices to NBS. The City will provide salary information and time spent per City Personnel involved in the administration of these Districts. NBS will compile a spreadsheet aggregating the invoices and personnel time on a per District basis so the full amounts are recovered via the levy.

BOND TENDERS
•NBS will calculate the value of the bonds and the amounts that must be paid in cash as part of our already established Bond Tender Fee.
•NBS will have two people verify bond tender calculations (one person will perform the calculation and verify, another person will verify calculations). There will be no

additional fee above and beyond our already established Bond Tender Fee.
•NBS will track and provide a summary of the bonds that have been tendered and track tender credit surpluses.

Continuing Disclosure

In accordance with the Continuing Disclosure Certificate of the Bonds, NBS will support with the annual disclosure filing requirements of the SEC Continuing Disclosure Rule 15c2-12. Specifically, NBS will perform the following:

DOCUMENT REVIEW

NBS will review pertinent documents of the Bonds, including the Official Statement and Continuing Disclosure Certificate. We will identify material such as the Comprehensive Annual Financial Report and/or other operating data that the City has agreed to provide in the Continuing Disclosure Certificate.

DATA COLLECTION

NBS will collect the bond issue-specific financial information and operating data that the City has agreed to provide in the Continuing Disclosure Certificate.

REPORT PREPARATION

NBS will prepare the Annual Disclosure Report as required in the Disclosure Certificate.

ANNUAL DISSEMINATION

NBS will disseminate the Annual Disclosure Report including City Financials to the Electronic Municipal Market Access system, or EMMA, to other required parties.

SIGNIFICANT EVENTS

NBS will prepare and disseminate a “Notice of Significant Events”, as listed on the Continuing Disclosure Certificate, to EMMA, as required in the certificate. Action will commence upon notification by the City of the occurrence of any of the events.

CITY’S CONTINUING DISCLOSURE RESPONSIBILITIES:

The City shall:
•Furnish NBS with any pertinent information that is available to the City and applicable to the services.
•Designate a person to act with authority on its behalf in respect to the services.
•Notify NBS of the occurrence of any events listed in the Continuing Disclosure Certificate.
•Promptly respond to NBS’ requests for reviews and approvals of its work, and to its requests for decisions related to the services.
•Understand and agree that NBS is entitled to rely on all information, data and documents (collectively, “Information”) supplied to NBS by the City or any of its

agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

D-FAST Online Software

D-FAST® is an optional service enhancement for the City's experience that allows direct access to the relevant data. This option is not part of the base Annual Administration services and fees.
NBS developed D-FAST®, an acronym for District Fees, Assessments, and Special Taxes, which has become the industry-leading software. We use this powerful administrative tool in-house to administer a wide range of special taxes, special assessments, and other parcel charges for our clients. It is also licensed to public agencies across the United States for their internal use. D-FAST® is an optional service enhancement for the District's experience to access the data; however, this selection is completely optional and is not conditional to perform the Annual Administration services.

Our D-FAST® web portal, called D-FAST® Online Pro, is available to our clients (small annual subscription fee) and uniquely combines real-time D-FAST data with County parcel boundaries and Google Maps. It provides "real-time" access to districts and underlying parcel data, allowing the City to:
•Gain enhanced insight with integrated Google Map's satellite imagery, street maps, and 360° street view
•View ownership, property information, and boundaries for each parcel
•See detailed billing & payment history for each account
•Understand a particular parcel's background and status
•Confirm if there are overlapping districts on a single parcel
With D-FAST® Online Pro, City staff have enhanced access to the data while NBS still provides the full administration and toll-free phone support.

Delinquency Management

NBS will develop a comprehensive delinquency management program which includes a discussion and interpretation of the issuer's foreclosure covenant together with a review of the existing policies and procedures of the City. This service can be provided as part of overall annual administration or as a stand-alone service. When deemed as the appropriate course of action, NBS will perform the following.

DELINQUENCY REPORTS

NBS will provide the City with an updated list of delinquencies prior to sending any of the below letters. This report will also detail each district's percentage of delinquencies, as well as a detailed list of each delinquent parcel.

REMINDER LETTER

At the City's direction, send a reminder letter to the property owner of each delinquent parcel for the December 10th installment. The purpose of the letter is to inform and

educate the property owner of their obligation to pay the delinquent special tax and/or assessment.

DEMAND LETTER

At the City's direction, send a demand letter to the property owner of each delinquent parcel for the April 10th installment. This letter will be mailed to any property owner who remains delinquent for both installments or who is delinquent for April 10th only. The purpose of this letter is to further educate the property owner and advise them of a potential foreclosure.

FORECLOSURE LETTER

This type of letter is typically sent after the installments for a parcel have been removed from the tax roll. The letter delineates what amount must be paid directly to the City to forestall the turnover of collection to foreclosure counsel.

TAX ROLL REMOVAL AND NOTICE

NBS will provide the information required to remove delinquencies from the tax roll and coordinate with the County Auditor Controller to verify the removal. This step is in preparation of turning the delinquencies over to foreclosure counsel. Once removed from the tax roll, each property owner will receive one final foreclosure letter indicating the amount due and payment instructions. NBS will file the Notice of Intent to Remove Delinquent Installments and remove such Notice upon payment of the delinquency.

PAYMENT PLANS

At the City's discretion, NBS will offer payment plans to property owners in lieu of turning delinquencies over to the City‘s foreclosure counsel.

SUBSEQUENT FORECLOSURE SERVICES

NBS will prepare and deliver all information to the City's foreclosure counsel. We will also continue to supply the City's counsel with additional information throughout the foreclosure process. We will continue to respond to property owner and City staff phone calls regarding the status of all cases, and will coordinate and audit status reports on a bi-monthly basis from the City's foreclosure counsel.

CONSULTING SUPPORT

NBS will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments and/or special taxes for the districts. Bilingual staff is available for Spanish-speaking property owners.

Apportionments

Parts 10 and 10.5 of the Streets and Highways Code detail the methodology and

procedure that the City must follow in apportioning the assessment lien on parcels that are reconfigured and/or subdivided. With our experience in district formation and the development of methods of assessment, we are able to ensure that apportionments are properly performed.

Assuming proceeding under the preferred procedure of Part 10.5, NBS will perform the following:

APPLICATION FORMS

NBS will provide apportionment application forms and instructions to the City's Engineering representative for inclusion as a condition of approval for subdivision within an assessment district.

SEGREGATION

NBS will apportion the special assessment according to the method of spread as described in the engineer's report.

NOTICE OF APPORTIONMENT

NBS will prepare a notice of apportionment and send it via certified mail to the issuing underwriter, as required.

ASSESSMENT DIAGRAM

NBS will prepare an amended assessment diagram and notice. The diagram and notice will be filed and recorded with the County Recorder.

AMORTIZATION SCHEDULE

NBS will prepare an amortization schedule for each newly created assessment type.

APPORTIONMENT REPORT

NBS will prepare and submit to the City an Apportionment Report showing the finalized apportionment and the amended assessment diagram.
In the event proceedings are undertaken under Part 10, the following additional items are required:

RESOLUTIONS

NBS will prepare the required resolutions to order the amended assessment, the amended assessment diagram, notices to the property owner, and fix the amount of costs to perform the apportionment.

PUBLIC MEETINGS

NBS will be available to attend any public meetings required to complete the apportionment.

Arbitrage Rebate

To assist in compliance with the IRS Code and U.S. Treasury Regulations, NBS will provide the following services, at the fees quoted, through the firm of Bond Logistix, LLC ("BLX"), the premier firm for the provision of these services. The following outlines the specific services provided relating to arbitrage rebate calculation and consulting services.

DOCUMENT REVIEW

Pertinent documents of the issue will be reviewed including the Official Statement, Trust Indenture, Tax Certificate, and IRS form 8038-G to determine whether the issue is subject to the rebate requirement and identify what general and/or elective exceptions are available to the issue.

DATA COLLECTION

Collect third-party data and other statistical, financial, and cash flow information required for the reports.

BOND YIELD

Sources and uses of all proceeds will be identified to determine how the rebate requirement applies to each fund. Produce a debt service schedule for the issue and calculate and/or verify the bond yield.

EXCESS EARNINGS CALCULATION

Trust statements and/or City accounting records will be utilized to create a cash flow report for each fund. These reports will be used to identify all investment activity and interest earnings attributable to the funds. Calculate the arbitrage earnings on investment of funds subject to rebate and determine the issuer’s net rebate and/or penalty liability.

INVESTMENT YIELD CALCULATION

The investment yield will be calculated for each fund as a “reality check” to reaffirm the accuracy of the cash flow report. This measure not only ensures the accuracy of the report but also is a useful tool when analyzing investment opportunities.

SUMMARY REPORT

A report will be prepared that summarizes the rebate liability of the issue, identifies the methodology employed, computational assumptions, conclusions, and any recommended changes in record keeping and investment policies. Analyze all transactions and explore every legally permissible avenue to minimize the rebate liability. Identify outstanding proceeds subject to the rebate requirement, and identify the instruments and yields of the investment vehicles utilized by each fund.

FILING REQUIREMENT

NBS will coordinate the preparation and filing of the IRS form 8038-T with the payment as required.

REVIEW

NBS will review the rebate report with City staff and discuss the policies and procedures as they relate to the rebate requirement to ensure compliance with treasury regulations. The review will also be used to determine the necessity of any future calculations.

LEGAL COUNSEL

Engage, upon request and at additional cost, the services of a tax counsel; whereupon, an independent legal opinion shall be rendered. All BLX reports include a legal opinion from Orrick at no additional charge.

ARBITRAGE COMPLIANCE

Keep abreast of enforcement actions and changes to the code/regulations that affect arbitrage compliance requirements. Assist, upon request and at additional cost, the City in the event of a rebate calculation audit. Consult, upon request and at additional cost, with respect to the structuring of new bond issues and other matters that will affect any eventual arbitrage liability.

City's Responsibilities

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

The CONTRACTOR/CONSULTANT shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a Change Order, or amendment to this Agreement and signed by CITY.

ARTICLE 2. PROJECT STAFF

CONTRACTOR/CONSULTANT shall use only those employees, and sub consultants listed below:

SARA MARES, KRISTEN HARVEY

ARTICLE 3. CONTRACT PRICE

CITY shall pay CONTRACTOR/CONSULTANT for completion of the Work in accordance with the Contract Documents a fee not to exceed $1,160,000 Dollars ($ONE MILLION, ONE HUNDRED AND SIXTY THOUSAND DOLLARS) determined and payable as set forth in Ongoing Contract No. A-8883 at the following Fee Schedule:

PLEASE SEE EXH B. FOR PRICING SCHEDULE.

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

ARTICLE 4. CONTRACT TIME

CONTRACTOR/CONSULTANT agrees to complete all work within the agreed upon time frame of (5) YEARS from the date this Agreement is executed by CITY.

This Agreement is the Notice to Proceed.

ARTICLE 5. GENERAL

This Authorization Agreement is entered into pursuant to Ongoing Contract No. 8883 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

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
38250 Sierra Highway
Palmdale, CA 93550

JS
Signed: 6/5/2024

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
City Clerk

NBS GOVERNMENT FINANCE GROUP

Michael Rentner
Signed: 6/6/2024

MICHAEL RENTNER
PRESIDENT AND CEO
ADDRESS FOR NOTICE:
NBS GOVERNMENT FINANCE GROUP
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

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

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

Record of Signing

For
Name
Title



Signed on 2024-06-05 01:10:17 GMT

Secured by Concord™
DocumentID: 02wkkNhxKEkjiUkQRQDri4
SigningID: 02wkkNhxEC2T7tiYnyvlzq
Signing date: 6/5/2024
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

For
Name
Title



Signed on 2024-06-06 16:52:20 GMT

Secured by Concord™
DocumentID: 02wkkNhxKEkjiUkQRQDri4
SigningID: 02wlgq6QjRn0LbhbpRBjML
Signing date: 6/6/2024
IP Address: 184.167.188.44
Email: mrentner@nbsgov.com

concord™
Where agreements happen.

Signed with www.concordnow.com

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE PURCHASE ORDER 20250000 WITH AMAZON CAPITAL SERVICES, INC. DBA AMAZON BUSINESS IN AN AMOUNT NOT TO EXCEED $217,000 FOR FY 2024-25**

RECOMMENDATION

Staff recommends that the City Council approve Purchase Order 20250000 with Amazon Capital Services, Inc. in an amount not to exceed $217,000 for FY 2024-25. Adoption of this Purchase Order is contingent upon the City Council approving the FY 2024-25 City of Palmdale Annual Budget.

BACKGROUND

Palmdale Municipal Code §3.08.140 (D) authorizes the City to participate with other public agencies and/or with non-profit groups or organizations for the purpose of cooperative purchasing.

Cooperative purchasing is a fiscally responsible approach to streamlining the purchasing process, saving time and resources spent on preparing and conducting formal and/or informal quotes and invitations for Bids/Proposals for a myriad of products. The City is a member of OMNIA Partners, Public Sector Cooperative Purchasing Program, and achieves additional savings by purchasing items on Amazon through competitive pricing.

The City has collaborated with Amazon to ensure that local vendors are transitioned to and designated as "organization preferred" vendors with priority for purchases.

DISCUSSION

In, 2019, the City established an Amazon Business Prime account through a cooperative purchasing agreement with OMNIA Partners, Public Sector Contract No. R-TC17006 with Amazon Capital Services to procure office & operating supplies, program supplies, equipment, and technology equipment.

Amazon provides the City with the opportunity to prioritize organizational preferences, such as local and environmental considerations, while also offering competitive pricing and bulk purchasing options that promote the efficient use of public funds.

FISCAL IMPACT

$205,000; Purchase Order 20250000 with Amazon Capital Services will not exceed $205,000 for FY 2024-25.

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. This section indicates how the agenda item is relevant to the guiding principles or values of the strategic plan.

Prepared by:	Candice Mantell, Buyer
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

PO 20250000 Amazon Capital Services
Agrmt No. R-TC-17006
Agrmt No. R-TC-17006, Amendment 1
Agrmt No. R-TC-17006, Extension 1
Agrmt No. R-TC-17006, Extension 2

Purchase Order 20250000 / Amazon Captial Services, Inc.

Vendor Name	Line Number	GL Account	Requested Ordered Amount
Amazon Capital Services, Inc.	1	10110001-735100-	$ 1,000.00
Amazon Capital Services, Inc.	2	10111001-735100-	$ 1,200.00
Amazon Capital Services, Inc.	3	10111001-739500-	$ 1,400.00
Amazon Capital Services, Inc.	4	10112001-710000-	$ 600.00
Amazon Capital Services, Inc.	5	10112001-735100-	$ 2,000.00
Amazon Capital Services, Inc.	6	10112002-735100-	$ 100.00
Amazon Capital Services, Inc.	7	10112201-735100-	$ 1,500.00
Amazon Capital Services, Inc.	8	10113001-735100-	$ 2,000.00
Amazon Capital Services, Inc.	9	10113001-737902-	$ 400.00
Amazon Capital Services, Inc.	10	10113001-737903-	$ 500.00
Amazon Capital Services, Inc.	11	10113001-739500-	$ 100.00
Amazon Capital Services, Inc.	12	10113005-735100-	$ 300.00
Amazon Capital Services, Inc.	13	10113005-737903-	$ 300.00
Amazon Capital Services, Inc.	14	10114001-735100-	$ 1,500.00
Amazon Capital Services, Inc.	15	10115001-735100-	$ 2,200.00
Amazon Capital Services, Inc.	16	10115001-739500-	$ 750.00
Amazon Capital Services, Inc.	17	10115002-735100-	$ 600.00
Amazon Capital Services, Inc.	18	10117001-722330-	$ 250.00
Amazon Capital Services, Inc.	19	10117001-735100-	$ 1,000.00
Amazon Capital Services, Inc.	20	10118001-735100-	$ 12,700.00
Amazon Capital Services, Inc.	21	10118001-737103-	$ 500.00
Amazon Capital Services, Inc.	22	10119011-735100-	$ 300.00
Amazon Capital Services, Inc.	23	10119011-737100-	$ 1,000.00
Amazon Capital Services, Inc.	24	10120001-735100-	$ 5,500.00
Amazon Capital Services, Inc.	25	10121001-739500-	$ 1,700.00
Amazon Capital Services, Inc.	26	10122001-733500-	$ 1,000.00
Amazon Capital Services, Inc.	27	10122001-739500-	$ 100.00
Amazon Capital Services, Inc.	28	10125001-735100-	$ 1,200.00
Amazon Capital Services, Inc.	29	10125001-739500-	$ 100.00
Amazon Capital Services, Inc.	30	10125002-735100-	$ 1,000.00
Amazon Capital Services, Inc.	31	10125002-737126-	$ 1,500.00
Amazon Capital Services, Inc.	32	10125004-735100-	$ 1,000.00
Amazon Capital Services, Inc.	33	10125004-739500-	$ 250.00
Amazon Capital Services, Inc.	34	10125014-735100-	$ 100.00
Amazon Capital Services, Inc.	35	10125601-735100-	$ 6,600.00
Amazon Capital Services, Inc.	36	10125602-735100-	$ 500.00
Amazon Capital Services, Inc.	37	10131001-735100-	$ 2,500.00
Amazon Capital Services, Inc.	38	10131001-739500-	$ 1,600.00
Amazon Capital Services, Inc.	39	10132001-735100-	$ 800.00
Amazon Capital Services, Inc.	40	10132002-707000-	$ 900.00
Amazon Capital Services, Inc.	41	10132002-735100-	$ 500.00
Amazon Capital Services, Inc.	42	10132002-739500-	$ 500.00
Amazon Capital Services, Inc.	43	10133002-732920-	$ 500.00
Amazon Capital Services, Inc.	44	10133002-735100-	$ 1,200.00
Amazon Capital Services, Inc.	45	10133002-739500-	$ 200.00
Amazon Capital Services, Inc.	46	10133003-735100-	$ 100.00
Amazon Capital Services, Inc.	47	10133003-739500-	$ 100.00
Amazon Capital Services, Inc.	48	10133005-732800-	$ 100.00
Amazon Capital Services, Inc.	49	10133005-735100-	$ 1,000.00
Amazon Capital Services, Inc.	50	10134002-721400-	$ 250.00
Amazon Capital Services, Inc.	51	10141001-735100-	$ 10,000.00
Amazon Capital Services, Inc.	52	10141001-739500-	$ 500.00
Amazon Capital Services, Inc.	53	10141004-735100-	$ 600.00
Amazon Capital Services, Inc.	54	10142001-735100-1090	$ 1,200.00
Amazon Capital Services, Inc.	55	10142001-735100-1091	$ 1,700.00

Amazon Capital Services, Inc.	56	10142001-736210-	$	300.00
Amazon Capital Services, Inc.	57	10142001-736210-1092	$	1,500.00
Amazon Capital Services, Inc.	58	10142001-736210-1094	$	6,500.00
Amazon Capital Services, Inc.	59	10142001-737100-1093	$	2,500.00
Amazon Capital Services, Inc.	60	10142001-737100-1095	$	500.00
Amazon Capital Services, Inc.	61	10142001-737100-1099	$	500.00
Amazon Capital Services, Inc.	62	10142001-737109-1089	$	500.00
Amazon Capital Services, Inc.	63	10142002-732601-	$	6,300.00
Amazon Capital Services, Inc.	64	10142002-735100-	$	2,600.00
Amazon Capital Services, Inc.	65	10142002-737134-	$	3,000.00
Amazon Capital Services, Inc.	66	10142002-739500-	$	500.00
Amazon Capital Services, Inc.	67	10144001-736210-	$	8,000.00
Amazon Capital Services, Inc.	68	10144002-736210-	$	750.00
Amazon Capital Services, Inc.	69	10144003-735100-	$	1,600.00
Amazon Capital Services, Inc.	70	10144004-735100-	$	1,600.00
Amazon Capital Services, Inc.	71	10144004-736210-	$	1,600.00
Amazon Capital Services, Inc.	72	10144005-735100-	$	1,600.00
Amazon Capital Services, Inc.	73	10144005-736210-	$	3,000.00
Amazon Capital Services, Inc.	74	10144005-739500-	$	400.00
Amazon Capital Services, Inc.	75	10161101-722330-	$	300.00
Amazon Capital Services, Inc.	76	10161101-739500-	$	100.00
Amazon Capital Services, Inc.	77	15316001-735100-	$	6,100.00
Amazon Capital Services, Inc.	78	15316001-739500-	$	13,000.00
Amazon Capital Services, Inc.	79	15316001-774400-	$	4,000.00
Amazon Capital Services, Inc.	80	15316001-774450-	$	500.00
Amazon Capital Services, Inc.	81	15433006-732600-	$	1,000.00
Amazon Capital Services, Inc.	82	15433006-734100-	$	500.00
Amazon Capital Services, Inc.	83	15719012-737183-	$	1,000.00
Amazon Capital Services, Inc.	84	15741003-735100-	$	1,500.00
Amazon Capital Services, Inc.	85	15741003-736210-	$	1,800.00
Amazon Capital Services, Inc.	86	15742001-737100-	$	32,000.00
Amazon Capital Services, Inc.	87	15742001-737100-1099	$	500.00
Amazon Capital Services, Inc.	88	20016001-739500-	$	1,250.00
Amazon Capital Services, Inc.	89	20325602-735100-3410	$	100.00
Amazon Capital Services, Inc.	90	20732003-735100-	$	2,000.00
Amazon Capital Services, Inc.	91	20732004-735100-	$	500.00
Amazon Capital Services, Inc.	92	20732004-739500-	$	500.00
Amazon Capital Services, Inc.	93	20733001-735100-	$	3,000.00
Amazon Capital Services, Inc.	94	20733001-738400-	$	500.00
Amazon Capital Services, Inc.	95	20733001-739500-	$	1,500.00
Amazon Capital Services, Inc.	96	25133003-735100-3610	$	1,000.00
Amazon Capital Services, Inc.	97	25133003-739500-3610	$	400.00
Amazon Capital Services, Inc.	98	25433004-735100-2412	$	2,500.00
Amazon Capital Services, Inc.	99	25433004-739500-2412	$	1,000.00
Amazon Capital Services, Inc.	100	26034001-735100-	$	500.00
Amazon Capital Services, Inc.	101	29364002-735100-	$	1,000.00
Amazon Capital Services, Inc.	102	30041005-732800-	$	800.00
Amazon Capital Services, Inc.	103	30041005-735100-	$	6,500.00
Amazon Capital Services, Inc.	104	30041005-737140-	$	9,000.00
Amazon Capital Services, Inc.	105	30041005-739500-	$	2,000.00
Amazon Capital Services, Inc.	106	35028001-735100-	$	400.00
		Total PO Amount	**$**	**217,000.00**

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

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

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

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

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

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

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

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

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

LEGAL

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

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

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

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

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

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

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

CONTRACTOR:

Authorized Signature

Prentis D. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Authorized Signature

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

Supervisor of Purchasing
Title

1-31-17
Date

LEGAL

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

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

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

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

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

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

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

LEGAL

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

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

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

ACCEPTED BY:

Contractor Authorized Signature — Date: Jan 27, 2017

Title: Vice President

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

DocuSign Envelope ID: F8446656-8F5D-440C-B33D-38961B85C11D

CC MISC 00088979 2018 TR

Prince William County PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #5 **ISSUE DATE: October 19, 2018**

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

Modify the above referenced contract as follows:

1. Special Provision 10.7, which was added to the parties' contract via Contract Modification # 1, dated November 17, 2017, is hereby deleted and replaced with the following:

10.7. ADDITION OF BUSINESS PRIME. Contractor's Business Prime Program (currently described here) is hereby added to the Contract. PWCS' access and use of the Business Prime Program will be pursuant to the Business Prime Program's terms and conditions (currently available here). If PWCS chooses not to move forward with a paid Business Prime program, PWCS will be eligible to receive free standard shipping on eligible orders to the extent made available to Amazon Business customers (currently available for eligible purchases over $25 as described here).

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

Anthony E. Crosby, CPPO

Anthony E. Crosby, CPPO Purchasing Supervisor

Amazon Services LLC

DocuSigned by: Prentis Wilson 7BA8AF34EE3F439...

Signature

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by: Anthony E. Crosby 766793E2DA5C49B...

Signature

Prentis Wilson VP, Amazon Business

Name and Title

October 23, 2018

Date

Anthony E. Crosby, CPPO

Purchasing Supervisor October 23, 2018

Date

PURCHASING OFFICE

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CONTRACT MODIFICATION

MODIFICATION #4 **ISSUE DATE: July 11, 2018**

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

Modify the above referenced contract as follows:

1. The parties hereby acknowledge that Contractor has recently updated the Amazon Business Accounts Terms and Conditions ("Terms and Conditions"), which are incorporated by reference to the parties' Contract and currently available at https://www.amazon.com/gp/help/customer/display.html/ref=b2b_250_tc?nodeId=201613180. The parties hereby agree that pursuant to current Section 10 of the Terms and Conditions, (entitled "**MODIFICATIONS**"), the parties will no longer modify this Contract to account for future changes to Contractor's Business Accounts Terms and Conditions.

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

Anthony E. Crosby
Anthony E. Crosby, CPPO.
Acting Supervisor of Purchasing

Amazon Services, LLC

DocuSigned by:
Prentis Wilson
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Signature

Prentis Wilson VP, Amazon Business
Name and Title

July 20, 2018
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:
Anthony E. Crosby
766798F2D45C49B...
Signature

Anthony E. Crosby, CPPO
Acting Supervisor of Purchasing

July 17, 2018
Date

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CONTRACT MODIFICATION

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

REFERENCE:

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

Modify the above referenced contract as follows:

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

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

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

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

Amazon Services LLC

DocuSigned by:
Anne Rung
58F45C4A6E4F4C6...
Signature

Anne Rung Director
Name and Title

March 28, 2018

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:
Jim Totty
4D8812DC39147B...
Signature

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

March 27, 2018

legal

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Date

Date

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

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CONTRACT MODIFICATION

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

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

Modify the above referenced contract as follows:

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

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

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

Amazon Services, LLC

DocuSigned by:
Prentis Wilson
7BA8AF34EE3F439...
Signature

Prentis Wilson VP, Amazon Business
Name and Title

January 26, 2018
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

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

1-29-18
Date

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CONTRACT MODIFICATION

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

REFERENCE:

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

Modify the above referenced contract as follows:

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

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

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

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

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

3. Add the following Special Provision:

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

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

Jim Totty

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

Amazon Services LLC

DocuSigned by:
Prentis Wilson
7BA8AF34EE3F439...
Signature

Prentis Wilson VP, Amazon Business
Name and Title

November 28, 2017
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

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

11/27/17
Date

Amazon Business Accounts Terms & Conditions

Last updated November 15, 2017

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

1. REGISTRATION

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

2. ACCOUNT MANAGEMENT

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

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

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

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

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

3. BUSINESS AND ORDER VERIFICATION

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

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

4. THIRD-PARTY SERVICE PROVIDERS

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

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

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. LICENSE

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

7. INDEMNIFICATION

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

8. PRODUCT INFORMATION; PRODUCT COMPLIANCE AND SUITABILITY

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

9. AMAZON.COM SITE AND FEATURES

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

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

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

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

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

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

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11. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY AMAZON SERVICES ON AMAZON.COM, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO ANY LIABILITY.

12. ENTIRE AGREEMENT

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

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

13. AGREEMENT CHANGES

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

14. TERM; TERMINATION BY US

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

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

15. FORCE MAJEURE

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

16. CONFIDENTIALITY; PUBLICITY

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

17. SUGGESTIONS

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

18. MISCELLANEOUS

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

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

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Prince William County
PUBLIC SCHOOLS
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CONTRACT RENEWAL

October 4, 2021

Amazon.com Services LLC
(Amazon Business)
Mike Kernish, Director
410 Terry Avenue North,
Seattle, WA 98109-5210

Re: Contract Renewal #1
Contract # R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Kernish:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the first renewal of three renewals, each of the renewals to be an additional two (2) year period. The current contract term will expire on January 18, 2022.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than December 10, 2021. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with the **Prince William County School Board** listed as an **Additional Insured** as well as the Certificate Holder. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassas VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8096 or via email at FredriAM@pwcs.edu.

Sincerely,

Angela M. Fredrickson
Buyer

==========

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2022 to January 18, 2024 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain under separate cover.

Vendor: DocuSigned by: Mike Kernish
Legally Authorized Signature

Purchasing: Anthony E. Crosby
Legally Authorized Signature

Mike Kernish Authorized Signatory
Print Name & Title

Anthony Crosby, CPPO
Supervisor of Purchasing, Acting

Date: December 1, 2021

Date: 11/1/21

DocuSign Envelope ID: 189066A0-4379-4D02-99F3-838D1B3EAD70

CC OTH 00509992 2023 TR

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

September 18, 2023

Amazon.com Services LLC
(Amazon Business)
Attn: Brett Tuson
Seattle, WA 98109-5210

Re: Contract Renewal
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS desires to renew the referenced contract for an additional two-year period in accordance with the Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the second of three renewals, each of the renewals to be an additional two (2) year period. The current contract expires January 18, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than November 6, 2023. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with Prince William County School Board listed as an additional insured. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassa, VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

Karen L Sobers

Karen Sobers, CPPB
Senior Buyer

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of **January 19, 2024** to **January 18, 2026** and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain under separate cover.

Vendor: DocuSigned by: Brett Tuson — Legally Authorized Signature

Brett Tuson Authorized Signatory
Print Name & Title

Date: October 30, 2023

Purchasing: Colleen Keener — Legally Authorized Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: 11/6/2023

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-053, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND REPEAL RESOLUTION NO. CC 2023-042**

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2024-053, a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2024-25 pursuant to Article XIII B of the Constitution of the State of California and repeal Resolution No. CC 2023-042.

BACKGROUND

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

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

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

DISCUSSION

For Fiscal Year 2024-25, the City estimates that tax proceeds to be received, as well as tax proceeds appropriated by the City Council, will continue to be under the legal limit. The City's appropriations limit for Fiscal Year 2024-25 is established at $171,208,963, a 3.60 percent increase over the Fiscal Year 2023-24 limit. This is the maximum amount of tax proceeds the City will be able to receive and appropriate in the coming fiscal year. The City's appropriations, subject to the limit for Fiscal Year 2024-25, are estimated to be $113,971,313. Therefore, the City's Fiscal Year 2024-25 adopted budget appropriations subject to the limit are $57,237,650 less than the appropriations limit.

FISCAL IMPACT

$0; there is no fiscal impact associated with this action. his action has no direct fiscal impact. Resolution No. CC 2024-053 would increase the total annual appropriations limit from $165,259,617 to $171,208,963.

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. This section indicates how the agenda item is relevant to the guiding principles or values of the strategic plan.

Prepared by:	Willy Galindo, Senior Financial 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

Reso. No. CC 2024-053

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND REPEAL RESOLUTION NO. CC 2023-042

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

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

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

WHEREAS, the City Manager has caused the limit for the City of Palmdale to be calculated and determined, on a provisional basis, using the per capita income and City population factors, and said appropriations limit for the fiscal year 2024-25 has been, and is hereby provisionally established in the amount of $171,208,963; and

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

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

SECTION 1. Adopt Resolution No. CC 2024-053 establishing an appropriation limit in the amount of $171,208,963 for Fiscal Year 2024-25; and

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

SECTION 3. Resolution No. CC 2023-042 is hereby repealed in its entirety.

SECTION 4. This Resolution is effective July 1, 2024.

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

PASSED, APPROVED and **ADOPTED** this 26th day of June, 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 26th day of June, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH HINDERLITER, DE LLAMAS & ASSOCIATES (HdL) FOR SALES, USE, AND TRANSACTION TAX AUDIT AND INFORMATION SERVICES IN AN AMOUNT NOT TO EXCEED $262,000 FOR A FIVE (5) YEAR TERM**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement with Hinderliter, de Llamas & Associates for Sales, Use, and Transaction Tax Audit and Information Services in an amount not to exceed $262,000 for a five (5) year term; and,

2. Authorize the City Manager or her designee to execute the Agreement No. A-8885 with Hinderliter, de Llamas & Associates, including minimal and/or non-substantial changes.

BACKGROUND

On an annual basis, the City uses Hinderliter, de Llamas & Associates (HdL) to provide Sales, Use, and Transaction Tax databases for ongoing reports, analysis, and ad hoc services. In addition, the firm provides sales tax audit and recovery work that redirects misallocated sales tax to the City. HdL audit fees are contingent on finding revenue, with the fees based on a percentage of sales tax recovered. The recovery varies each year based on these audits, as do the audit fees. Audit fees are only charged if additional sales tax is recovered. As sales tax recovery occurs, the additional revenue and offset of audit fees will be budgeted.

DISCUSSION

HdL provides sales, use, and transaction tax expertise, analysis, recaptured revenues, and precise revenue projections for the City's general sales tax and Measure AV sales tax. Staff recommend that the City continue its relationship with HdL for these services.

FISCAL IMPACT

$262,000; funds for Fiscal Year 2024-25 are proposed in the annual operating budget. Funding for future years will be proposed through the annual budget process.

STRATEGIC PLAN

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

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

Prepared by:	Janelle Samson, Director of 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

Agrmt No. A-8885 with Hinderliter, de Llamas & Associates

AGREEMENT NO. A-8885
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND HINDERLITER, DE LLAMAS, & ASSOCIATES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and HINDERLITER, DE LLAMAS, & ASSOCIATES (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

1. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

1.1. CONSULTANT will establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the City. This database will be utilized to generate special reports to the City on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

1.2. CONSULTANT will periodically provide updated reports to the City identifying changes in sales by individual businesses, business groups, and categories, and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONSULTANT'S will meet quarterly in person or virtually with the City.

1.3. CONSULTANT will provide, following each calendar quarter a summary analysis for the City to share with Council Members, the Chamber of Commerce, other

economic development interest groups, and the public that analyze the City's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.

1.4. CONSULTANT will establish a special database with the California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable district boundaries holding seller's permit accounts.

1.5. Periodically license for the limited, non-exclusive, non-transferable use by City's staff certain of CONSULTANT'S web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within City's jurisdiction registered with the CDTFA.

1.6. CONSULTANT will provide periodically updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups, and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

2. Allocation and Audit Recovery Services

2.1. CONSULTANT will conduct (when mutually agreed with City) initial and ongoing sales and use tax audits of businesses to help identify and correct distribution and allocation errors and to proactively affect favorable registration, reporting, or formula changes, thereby generating previously unrealized sales and use tax income for the City and/or recovering misallocated tax from registered taxpayers. Common errors that will be monitored and corrected include but are not limited to transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2.2. CONSULTANT will initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

2.3. CONSULTANT will prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the City of back or prospective quarterly payments that may be owing.

2.4. If, during the course of its audit, the CONSULTANT finds businesses located in the City's jurisdiction that are properly reporting sales and use tax but have the

potential for modifying their operation to provide an even greater share to City, the CONSULTANT may so advise City and collaborate with those businesses and City to encourage such changes.

3. Transactions Tax and Economic Analysis/Forecasting Services/Reports

3.1 CONSULTANT will establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure “AV” District boundaries holding a seller’s permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.

3.2 CONSULTANT will provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups, and categories. Quarterly aberrations due to State audits, fund transfers, receivables, and late or double payments will also be identified. Quarterly reconciliation worksheets to assist the finance officer with budget forecasting will be included.

3.3. CONSULTANT will advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on transactions and use tax questions.

3.4. CONSULTANT will make available to CITY the HdL proprietary software program and Measure “AV” database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

4. Deficiency/Allocation Reviews and Recovery

4.1. CONSULTANT will conduct ongoing reviews to identify and correct unreported transactions, tax payments, and distribution errors, thereby generating previously unrealized revenue for the City. Reviews shall include:

4.1. (a) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “AV” City boundaries, and therefore subject to transactions tax.

4.1. (b) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the City boundaries.

4.1. (c) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.

4.1. (d) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “AV” Transactions Tax District.

4.2. CONSULTANT will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY’s relations with the business community.

4.3. CONSULTANT will prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

5. Consulting and Other Optional Services

CONSULTANT may, from time to time in its sole discretion, consult with City’s staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

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

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

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

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

2 CITY PROJECT MANAGER

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

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

ANDREW NICKERSON

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

4 CONTRACT TERM

The term of this contract is FIVE (5) YEARS, commencing on the effective date.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

CONSULTANT shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by CITY for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the

payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONSULTANT shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified by CITY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

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

8 CONSULTANT'S PERSONNEL

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of TWO HUNDRED AND SIXTY TWO THOUSAND dollars ($262000), payable as follows:

6. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

6.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be $763.70 per month, commencing with the month of the Effective Date (hereafter referred to as “monthly fee”). The monthly fee shall be invoiced quarterly in arrears and shall be paid by the City no later than 30 days after the invoice date.

6.2. Consultant may change the non-hourly Fees established above once a year. Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the “CPI Change”).

7. Allocation and Audit Recovery Services

7.1. Fees for performing the allocation and audit recovery Services described above shall be 15% of all new, increased, and recovered sales and use tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as “audit fee”). The fee shall be paid notwithstanding any related City assistance, work in parallel, and/or incurrence of attorneys’ fees or other costs or expenses in connection, with the relevant Services.

7.2. The Fee described above includes, without limitation, State fund transfers received for back quarter reallocations and monies received in the second eight (8) consecutive reporting quarters following completion of the Consultant’s allocation audit and confirmation of the corrections by the CDTFA.

7.3. These Fees shall be paid by the City upon the Consultant’s submittal of evidence of the Consultant’s relevant Services in support thereof, including, without limitation, copies of relevant communications between the Consultant and the CDTFA and/or taxpayers.

FEES – Transactions Tax Services

8. Transactions Tax and Economic Analysis/Forecasting Services/Reports

8.1. Fees shall be paid $200 monthly and billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. The monthly fee shall be invoiced quarterly in arrears and shall be paid by the City no later than 30 days after the invoice date.

8.2. The consultant may change the non-hourly Fees established above once a year. Any such change must be based on the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U),

as reported by the U.S. Bureau of Labor Statistics (the “CPI Change”).

9. Allocation and Audit Recovery Services

4.1 Fees shall be paid 25% of the initial amount of new transactions or use tax revenue received by the City because of audit and recovery work performed by the Consultant (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by the City or Consultant to be increment attributable to causes other than the Consultant’s work pursuant to this agreement. In the event that the Consultant is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be the Consultant’s responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by the Consultant and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. Consultant shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

10. Consulting and Other Optional Services

10.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - $325; (ii) Programmer - $295; (iii) Senior Analyst - $245; and (iv) Analyst - $195.

10.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days prior written notice to City will be given.

11. General Provisions Relating to Fees

11.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must, therefore, be pre-approved by the City.

11.2. Fees will be invoiced monthly to the City for Services performed during the prior month. To the extent that the Consultant has commercially reasonable means to do so, Fees will be netted out of the City’s monthly revenue disbursement.

12. Confidentiality Information
Section 7056 of the State of California Revenue and Taxation Code (“R&T Code”) specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city,

county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.
The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

12.1. Consultant is authorized by this Agreement to examine sales, use, or transactions and use tax records of the CDTFA provided to City pursuant to a contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.

12.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of the City who is authorized by City resolution provided to the CDTFA to examine the information.

12.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.

12.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use, or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to the collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

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

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

9.3 CONSULTANT shall maintain adequate records and shall permit inspection and audit by CITY of CONSULTANT's charges under this Contract. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONSULTANT for one (1) year following completion of the

work under this Contract unless a longer period of time is required by state or federal law, in which event CONSULTANT shall retain its records for the time required by such laws.

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

10 INDEMNIFICATION

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

11 INSURANCE

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

11.1.1 Workers' Compensation and Employer's Liability

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

11.1.2 Professional Liability (Errors & Omissions) Insurance*

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

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

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

B. "Severability of Interest" clause.

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

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

11.6 Any policy or policies of insurance that CONSULTANT elects to carry as insurance against loss or damage to its equipment and tools or other personal

property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

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

11.8 Acceptable Proof of Insurance:

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

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

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

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

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

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

12 TERMINATION WITHOUT CAUSE

CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. CONSULTANT

shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

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

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

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

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

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

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

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

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

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

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

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

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

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

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

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

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

RONDA PEREZ
CITY MANAGER

JS
Signed: 6/5/2024

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

HINDERLITER, DE LLAMAS, & ASSOCIATES:

Robert Gray
Signed: 6/5/2024

ROBERT GRAY
VICE PRESIDENT

ADDRESS FOR NOTICE:
HINDERLITER, DE LLAMAS, & ASSOCIATES
120 S. State College Blvd. #200
Brea, CA 92821

APPROVE AS TO FORM:

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 2024-06-05 00:49:01 GMT

Secured by Concord™
DocumentID: 02wkjrLRnTA12ku3hDQEKd
SigningID: 02wkjrLRhQRl7zoLsi5QyE
Signing date: 6/5/2024
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

For
Name
Title



Signed on 2024-06-05 17:29:30 GMT

Secured by Concord™
DocumentID: 02wkjrLRnTA12ku3hDQEKd
SigningID: 02wl8PcTctTyaa7w9alPu0
Signing date: 6/5/2024
IP Address: 47.155.241.11
Email: rgray@hdlccompanies.com

concord™
Where agreements happen.

Signed with www.concordnow.com

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
INFORMATION TECHNOLOGY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH PRO WEST AND ASSOCIATES, INC. TO PROVIDE GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES IN A NOT TO EXCEED AMOUNT OF $300,000 FOR A THREE-YEAR TERM**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8901 with Pro West and Associates, Inc., to provide Geographic Information System Services in a not to exceed amount of $300,000 for a three-year term; and,

2. Authorize the City Manager or her designee to execute the Agreement No. A-8901 with Pro West and Associates, Inc., including minimal and/or non-substantial changes.

BACKGROUND

The City's Geographical Information Systems (GIS) Program provides City staff with a toolset to view parcel and data layers within Palmdale City boundaries. Some of the tools include application viewers to access parcel information, customized applications for the field staff to track inventory, customized maps, and reporting. The City contracted with Pro West for GIS services for a one-year term. During this time, the City migrated to a more cutting-edge and industry-leading Esri ArcGIS software and implemented improvements that benefit the organization and community.

DISCUSSION

The current agreement with Pro West and Associates, Inc. expires on June 30, 2024. Staff are pleased with the services provided by Pro West and recommend that the City Council approve a new agreement for a term of three (3) years. This will allow for

continuity of services while the City continues improving and building out the upgraded software platform.

The proposed agreement will utilize Cooperative Purchasing, as authorized in Palmdale Municipal Code §3.08.140 (D), where the City may participate with other public agencies and/or with non-profit groups or organizations for the purpose of cooperative purchasing. This allows for a fiscally responsible approach to streamline the purchasing process, saving time and resources spent preparing and conducting formal Invitations for Bids for a myriad of products.

FISCAL IMPACT

$300,000; the fiscal impact for the three (3) year term is $300,000. Funds are proposed in the annual operating budget for FY 2024-25. Funding for future years will be requested for appropriation through the annual budget process.

STRATEGIC PLAN

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

B. Be prepared to protect life, property, and the environment in the event of catastrophic disasters and emergencies.

C. Use a variety of methods to communicate timely, useful, and trusted information about city programs, services, and policies.

Prepared by:	Stuart Thompson, Information Technology 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-8901 Pro West and Associates, Inc.

AGREEMENT NO. A-8901
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND PRO-WEST & ASSOCIATES

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and PRO-WEST & ASSOCIATES, a Corporation, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

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 Stuart Thompson 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:

Pro-West will provide technical support to the City on a variety of GIS related needs, per the GSA contract # 47QTCA18D00AS

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 90 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:

Kendis Scharenbroich - CEO Contract staff as follows:
- Jennifer Ward
- Paul Rairamo
- Brian Bjelland
- Royal Paddock
- Emily Weber
- Mike Nordquist
- Alex Lange
- Cassie Rott
- Nils Odgren
- Ruth Workman
- Cole Sutton
- Haylee Craiglow
- Nic Stoterau

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 CONTRACT TERM

The term of this Contract is THREE (3) YEARS, commencing on the effective date, with CITY reserving the option to extend the agreement for N/A additional terms of one year each.

5 ACCEPTANCE AND DOCUMENTATION

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

5.1 **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.

5.2 **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.

5.3 **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.

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed three hundred thousand dollars ($300000.00) 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:

Billed monthly as services are used; net 45 days GSA Rates 5-Year Escalation (effective 4/18/23-4/17/28) Please see attachment A, NTE $300,000

6.1 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.

6.2 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.

6.3 **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.

7 TAXES

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

7.2 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.

7.3 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.

7.4 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.

8 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.

9 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.

10 INSURANCE

10.1 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 10.8, must be reviewed and accepted by the City Attorney**.

10.1.1 Workers’ Compensation and Employer’s Liability

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

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

10.1.2 Professional Liability (Errors & Omissions)/Cyber Liability*

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

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

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

10.8 Acceptable Proof of Insurance:

10.8.1 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.

10.8.2 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.

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

10.9 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.

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

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 10 will not be impacted and/or limited by such deviation.

11 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.

12 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.

12.1 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.

12.2 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.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, 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 11.

13 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.

14 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.

15 DELEGATION AND ASSIGNMENT

15.1 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.

15.2 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.

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

16.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

17 FINANCIAL INTEREST CERTIFICATION

17.1 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.

17.2 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.

18 CONFLICT OF INTEREST

18.1 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.

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

18.3 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.

19 COMPLIANCE WITH LAW

19.1 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.

19.2 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.

19.3 If applicable, CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set forth in Exhibit “A” attached hereto and incorporated herein by reference, as well as the execution of a Worker’s Compensation Certificate attached hereto as Exhibit “B” and incorporated herein by reference.

20 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.

21 ENTIRE AGREEMENT AND AMENDMENTS

21.1 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.

21.2 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.

21.3 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.

22 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda Perez
City Manager

JS
Signed: 6/10/2024

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

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
City Clerk

PRO-WEST & ASSOCIATES:

Kendis Scharenbroich
Signed: 6/10/2024

Kendis Scarenbroich
CEO

ADDRESS FOR NOTICE:
PRO-WEST & ASSOCIATES
8239 State 371 NW
Walker, MN 56484

---------- 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 2024-06-10 20:56:48 GMT

Secured by Concord™
DocumentID: 02wo4C82PzmxbGlaSmPext
SigningID: 02wo4C82Jx4fIQIQ0P0BTD
Signing date: 6/10/2024
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

For
Name
Title



Signed on 2024-06-10 21:11:20 GMT

Secured by Concord™
DocumentID: 02wo4C82PzmxbGlaSmPext
SigningID: 02wo4YG6ZwmYyEimy9XDd3
Signing date: 6/10/2024
IP Address: 68.235.82.11
Email: kscharen@prowestgis.com

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City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-060, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE SALARY AND BENEFITS POLICY**

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2024-060, a Resolution of the City Council of the City of Palmdale Approving the Salary and Benefits Policy.

BACKGROUND

The Human Resources Rules & Regulations were last updated in 2015 and contain rules and regulations that apply to employees and items relating to the salary and benefits of City employees. The City Council has modified certain sections of the document throughout the years to ensure compliance with applicable laws; however, a full review of the document was necessary to stay current with best practices, to provide a clear and concise Salary and Benefits policy, and to allow for simplified implementation and distribution of the policy.

DISCUSSION

Staff proposes the adoption of a stand-alone Salary and Benefits Policy. This policy contains information on holidays, accrued leave (vacation time, sick leave, etc.), leaves of absence, and related issues and ensures compliance with all applicable laws. It is standard practice to update this policy annually or at such times that legislation requires an update.

Salary and Benefits are key components of the City's strategic plan to attract and retain talent. A dedicated policy underscores the importance of these elements and highlights the City's commitment to offering compelling and comprehensive packages.

The proposed Salary and Benefits Policy provides clarification and minor updates. However, this policy does not propose substantive changes or additional benefits.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

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

Prepared by:	Garrett W. Rickert, Acting HR 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 2024-060
Salary and Benefits Policy

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024 - 060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING AND APPROVING THE CITY'S SALARY AND BENEFITS POLICY

WHEREAS, the City of Palmdale previously adopted policies, rules, regulations and resolutions related to salary and benefits of employment at the City of Palmdale; and

WHEREAS, the City Council of the City of Palmdale desires and intends to modify certain sections of the policies, rules, regulations and resolutions related to salary and benefits of employment; and to supersede any conflicting provisions contained within prior policies, rules, regulations and resolutions relating to salary and benefits;

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 Salary and Benefits Policy is established as set forth in Exhibit 1.

Section 2: Any and all prior policies, rules, regulations and resolutions which are in direct conflict with the policies, rules and regulations set forth in Exhibit 1 shall be superseded by the policies set forth in Exhibit 1.

Section 3: The City expressly reserves the right, in its sole discretion, at any time and from time to time, but upon a non-discriminatory basis, to amend or rescind any provision of this Resolution or any benefits or salary provisions, or to terminate any benefits or salary provisions.

Section 4: This Resolution shall become effective immediately upon its passage.

Section 5: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of June, 2024 by the City Council of the City of Palmdale pursuant to the following vote:

Approved as to form:

_____
William P. Curley, III
City Attorney

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 26TH day of June, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____

Rochelle Scott, City Clerk

CITY OF PALMDALE

Salary and Benefits Policy

UPDATED June 2024

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DEFINITIONS

Allocation

The assignment of a position to a classification in accordance with the duties, authority and responsibilities of the position.

Anniversary Date

The first workday an employee completes in the service of the City. When an employee is promoted or the employee's position is reclassified the employee's anniversary date for salary review purposes will become the first workday the employee completes in the new or reclassified position.

Appointing Authority

The City Manager or his or her designee. The appointing authority may delegate all duties, responsibilities, powers and authority granted him or her by this Policy and the administrative instructions, policies, regulations, procedures or orders promulgated pursuant to this Policy.

Benefited Part-Time Employee

An employee who has successfully completed the probationary period established for the position and is employed for an indefinite period of time. Employees who became Benefited Part-Time on or before June 30, 2013 and are regularly scheduled to work at least 20 hours per week but less than 32 hours per week. Employees who became Benefited Part-Time on or after July 1, 2013 and are regularly scheduled to work at least 20 hours per week but less than 28 hours per week.

City

The City of Palmdale.

Classification

A position or positions assigned to the same job title.

Classification Specification

A written description of a position including but not limited to classification title,

general statement of the required level of work, distinguishing features of work, examples of duties, and minimum qualifications required for the position.

Classified Service

All positions of employment in the service of the City except for the following:

A. Elected officers;
B. Individuals serving on boards, commissions and agencies;
C. Individuals performing services under contract;
D. Individuals performing services during a declared emergency;
E. Individuals appointed to unbenefited part-time positions;
F. Volunteers;
G. City Manager;
H. Assistant City Manager;
I. Deputy City Manager;
J. Director of Economic and Community Development;
K. Director of Neighborhood Services;
L. Director of Operations / Treasurer;
M. Director of Parks and Recreation.
N. Director of Public Safety;
O. Director of Public Works;

Compensation

The rate of pay established for a position.

Compensatory Time

Time off from work in lieu of monetary payment for overtime work. (Commonly referred to as CTO)

Day

Calendar day unless otherwise specified.

Demotion

Assignment of an employee from one position or classification in a pay range to a position or classification in a range which has a lower maximum rate of pay. A

demotion may be voluntary or involuntary and may be the result of disciplinary or non-disciplinary action.

Department

The organizational unit under the immediate charge of a Director.

Executive Employee:

An individual assigned to any of the following classifications: Assistant City Manager, Deputy City Manager, Director of Economic and Community Development, Director of Neighborhood Services, Director of Operations / Treasurer, Director of Parks and Recreation, Director of Public Safety, Director of Public Works.

Executive Employees are at-will employees, who serve at the pleasure of the City Manager. As such, they may be disciplined by the City Manager at any time and they may be dismissed at any time by the City Manager, with or without cause or notice. Further, City policies and procedures related to disciplinary procedures and the related appeal procedures do not apply to Executive Employees.

If an Executive Employee is involuntarily terminated or laid off by the City Manager, he or she will receive severance pay in accordance with the Benefits Resolution approved by the City Council.

Employee

An individual legally employed by the City and compensated through the City payroll for his or her services.

Exempt Employee

Exempt employees are paid on a salary basis, and based on the type and nature of their duties are not subject to the overtime pay requirements of the law. Accordingly, such employees do not receive overtime compensation. Employees whose duties fall within the executive, administrative, and professional categories, as set forth in the Fair Labor Standards Act, are exempt from overtime compensation.

Full-Time Employee

An employee who has successfully completed the probationary period

established for the position, who is employed for an indefinite period of time and who is regularly scheduled to work at least 32 hours each workweek.

Hours Worked

Hours during which an employee is performing his or her job duties as directed by the City.

Immediate Family

The employee's spouse/registered domestic partner and the parent, parent-in-law, stepparent, child, stepchild, custodial child, son-in-law, daughter-in-law, grandparent, grandchild, sibling, brother-in-law, sister-in-law, or guardian of the employee, or the same relatives of a spouse or domestic partner.

Leave of Absence

An approved absence from work as provided for by this Policy.

Merit Pay Increases

A discretionary increase in compensation which may be granted for meritorious service; completion of minimum prescribed periods of fully satisfactory employment; and continued improvement in performance.

Nonexempt Employees

Employees who are entitled to receive overtime compensation as provided by federal law, and this Policy.

Overtime Work

With the exception of holidays, overtime compensation shall be based on hours worked, not hours paid. If accrued banked time is used during the work week, overtime compensation will be calculated at the straight time rate. Holidays will be included in the calculation of "hours worked" for purposes of overtime calculations. For purposes of including holidays, the day the City observes the holiday will be considered, and not the date of the actual holiday.

Pay Range

One or more specific pay rates assigned to a class of positions as the compensation for that classification.

Position

The duties and responsibilities assigned to a job within a classification.

Provisional Appointment

The temporary appointment of an employee, who possesses the minimum qualifications established for a particular position, in the absence of available eligibles. May be used to fill temporary vacancies resulting from a leave of absence.

Seasonal Unbenefited Part-Time Employee

An employee hired on a temporary basis not to exceed 120 days. The employee is at-will and as such accrues no status or rights in the position.

Serious Health Condition

This term is the same as defined in the federal Family and Medical Leave Act, and the California Family Rights Act.

Sick Leave

Time off with pay for employees. Sick leave may be used by employees incapacitated by illness or injury, or public health requirements. Sick leave may also be used to care for immediate family members or a designated person.

Unbenefited Part-Time Employee

An employee hired on a part-time basis. The employee is at-will and as such accrues no status or rights in the position. An Unbenefited part-time Employee may not work over 28 hours per week. Under no circumstances will a part-time employee work more than 960 hours per fiscal year, unless the position is excluded from the City's contract with the California Public Employees' Retirement System.

Variable Hour Employee

A Variable Hour Employee is expected to work initially at least 30 hours per

week. The period of employment at more than 30 hours per week is reasonably expected to be of a limited duration and at their start date it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week over the initial measurement period. Designating an employee as a Variable Hour Employee is subject to approval by the Appointing Authority. The employee is at-will and as such accrues no status or rights in the position.

Workday

The scheduled number of hours an employee is required to work per day. An employee's workday may be modified by the appointing authority.

Workweek

The seven-day period designated for the purpose of calculating overtime for nonexempt employees as follows: for those employees on a four/ten schedule, and for those employees whose schedule is the traditional five days a week, the workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday; for those employees on a 9/80 schedule, the workweek begins at noon on Friday and ends at noon on the next Friday.

SECTION 1 - PAY PLAN

Section 1-1 - Compensation

The City's compensation plan includes the hourly or monthly rates of pay adopted by the City and the assignment of the various positions to ranges in a salary schedule. Unless otherwise provided, all rates of compensation shall be expressed as an hourly or monthly rate.

Section 1-2 - Changes in the Compensation Plan

Adjustments to the compensation plan may be recommended by the appointing authority and are contingent on the approval of the City Council.

Section 1-3 - Compensation for Work Out of Classification/ Provisional Appointment

With the approval of the Deputy Director in Human Resources, the Director may

assign regular employees to a higher-level classification in the case of unusual extended leaves and/or vacancies of fifteen (15) consecutive calendar days or more as a professional growth and development opportunity. The employee must meet the minimum qualifications to hold the higher position in order to qualify for an out-of-class assignment. The assignment may last for a maximum of six (6) consecutive months. The Deputy Director in Human Resources may approve extending the length of an out-of-class assignment. The Director must present requests for an out-of-class assignment to the Deputy Director in Human Resources in advance and receive approval from the Deputy Director in Human Resources before the employee is appointed to a higher-level classification.

Employees appointed to an out-of-class assignment will be compensated with either a 5% increase or at Step A of the assigned classification, whichever is greater. Benefit levels will remain unchanged for the duration of the out-of-class assignment. Compensation changes will be effective with the first day of the third week of the out-of-class assignment and continue through the end of the assignment.

SECTION 2 - CLASSIFICATION PLAN

Section 2-1 - Preparation of Classification Plan

The Deputy Director in Human Resources shall ascertain and record the duties and responsibilities of all positions in the classified service and shall recommend a classification plan for all positions in the classified service. The classification plan shall consist of classes of positions defined by class specifications and job title. The classification plan shall be developed and maintained so that all positions with substantially similar duties, responsibilities, authority, and character of work are included within the same classification and that similar schedules of compensation apply to all positions in the same classification.

Section 2-2 - Amendment and Revision of Plan

The appointing authority may revise the classification plan whenever he or she deems necessary, contingent upon approval by the City Council.

Section 2-3 - Allocation of Positions

Following the adoption of the classification plan, the Deputy Director in Human

Resources shall allocate each position to its appropriate classification on the basis of duties and responsibilities. The allocation of positions may be changed by the appointing authority.

Section 2-4 - New Positions

Except as directed by the appointing authority, no person shall be appointed or employed to fill a new position until the classification plan is amended to add the new position.

Section 2-5 - Reclassification

If the duties of a position change materially such that the position belongs in a different classification, Human Resources will review the position and if appropriate, recommend to the City Manager and reallocate the position to the appropriate classification contingent on approval by City Council.

Section 2-6 - Use of Classification Title

The title of the classification to which any position is allocated shall be used in all official personnel records and business transactions of the City.

SECTION 3 - TRANSFER, PROMOTION, DEMOTION, SUSPENSION, REDUCTION IN PAY, REINSTATEMENT, DICIPLINE AND COMPLAINT POLICIES AND PROCEDURES

The Appointing Authority shall establish and implement policies and procedures for recruitment, examination, appointment, probationary periods of employment, transfer, promotion, demotion, administrative suspension, reduction in pay and reinstatement.

The Appointing Authority shall establish and implement disciplinary policies and procedures and for the appeal thereof, in accordance with federal and state law. The policies established by the Appointing Authority may be overridden by an MOU or by City Council Resolution.

The Appointing Authority shall establish and implement policies and procedures for processing complaints in accordance with federal and state law. The policies established by the Appointing Authority may be overridden by an MOU or by City

Council Resolution.

SECTION 4 - PAID TIME OFF

Section 4-1 - Holidays

The following are the paid holidays for regular full-time employees and benefited part-time employees of the City:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. César Chavez Day (floating holiday)
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day (floating holiday)
10. Veterans Day
11. Thanksgiving Day
12. Day After Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

Benefited part-time employees receive the holidays on a prorated basis.

The dates on which each of the foregoing holidays is observed shall be determined by the City.

Generally, if any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as a holiday. All holidays will be paid based on the employees' regular work schedule. An employee on an unpaid leave of absence is not eligible for holiday pay.

An employee eligible for floating holidays may use accumulated floating holidays at any time during employment upon department head approval. The City will keep a record of floating holiday use, accrual and accumulation. If an employee terminates his or her employment with the City and has accumulated floating holidays, he or she shall

be paid for the accumulated floating holidays. For eligible full-time employees, a floating holiday shall be equivalent to the number of hours an employee is regularly scheduled to work during a workday. For eligible benefited part-time employees, a floating holiday shall be based on the employee's regular weekly work schedule.

There is no limit on the number of floating holidays an employee may accumulate.

In addition to receiving their base rate of pay, full-time and benefited part-time employees who are scheduled to work on a City holiday (other than floating holidays) shall receive 1.5 hours of holiday pay for every hour worked on a City observed holiday.

Full-time nonexempt employees and benefited part-time employees who are required to work on a holiday to which they are entitled, will have the hours equal to the number of hours an employee is regularly scheduled to work during a workday posted to their holiday banked time. Benefited part-time employees covered by the prior sentence will have prorated hours posted to their holiday banked time based on their regular weekly work schedule.

Except as to Teamsters Local 911, an employee must work their regularly scheduled shift immediately before and immediately after that holiday or be on a pre-approved absence in order to receive holiday pay. Employees with unexcused absences or absences with little or no reasonable advance notice do not receive holiday pay. A new employee whose first working day is the day after a holiday shall not receive holiday pay. An employee who is separating from employment and whose last day is an observed holiday shall not receive holiday pay.

Section 4-2 - Annual Vacation Leave

B. Accrual. Except as to Director/Executive Management employees, all full-time employees and benefited part-time employees hired on or before August 1, 2012 shall be entitled to paid vacation leave as follows:

	Vacation Accrual Rate
- at beginning of benefited status	- 80 hours per year earned at a rate of 3.07 hours per pay period
- at beginning of 5th year of employment	- 120 hours per year earned at a rate of 4.61 hours per pay period

- at beginning of 10th year of employment - 160 hours per year earned at a rate of 6.15 hours per pay period

Individuals who become full-time or benefited part-time employees on or after August 2, 2012 shall be entitled to paid vacation leave as follows:

	Vacation Accrual Rate
- at beginning of benefited status	- 80 hours per year earned at a rate of 3.07 hours per pay period
- at beginning of 5th year of employment	- 100 hours per year earned at a rate of 3.84 hours per pay period
- at beginning of 10th year of employment	- 120 hours per year earned at a rate of 4.61 hours per pay period

As set forth in Resolution 2023-037, Director/Executive Management employees accrue vacation leave at the rate of 6.15 hours per pay period (160 hours annually).

Vacation leave will accrue on a bi-weekly basis based on hours worked or when an employee is in pay status. Regardless of an employee's hire date, the accrual will begin on the date the employee becomes either full-time or benefited part-time. Benefited part-time employees accrue vacation leave on a prorated basis. Employees are not eligible to use vacation leave until it has been accrued. Vacation leave may be accumulated up to a maximum of 240 hours. Benefited part-time employees may accumulate up to 160 hours.

Once this maximum amount is accumulated, the employee will cease accruing any additional paid vacation. An employee resumes accruing vacation after taking a vacation and thereby reducing the amount accumulated below the maximum.

An employee may take vacation leave with the prior approval of the employee's Director, or the Director's designee, with due regard to the employee's wishes and the needs of the department. The City may direct an employee to use vacation leave. The City may deny a vacation request or postpone an employee's vacation depending on the needs of the City.

Terminated employees shall be paid for all accrued vacation leave.

If there is a holiday during vacation or other time off with pay, an employee will receive holiday pay and such time will not be charged to the employee's vacation or

other paid time off.

Vacation benefits are not earned during the unpaid portion of a leave of absence, except as otherwise required by state or federal law.

If an employee has accrued vacation leave in their bank, it must be used. Employees cannot voluntarily go in unpaid status.

B. Accrued Leave Buy Back. Four times each fiscal year, as of the first pay period in March, May, September, and November, an exempt employee who has a combined total of at least 520 hours in their vacation, administrative leave and floating holiday accrued banks may convert 40 or more hours of this time to cash. In no event can an exempt employee reduce his or her combined accrued leave balance (excluding sick leave) below 480 hours.

Four times each fiscal year, as of the first pay period in March, May, September, and November, a nonexempt full-time employee who has a combined total of 280 hours in their vacation, compensatory time and floating holiday accrued banks may convert 40 or more hours of compensatory time to cash. If a nonexempt employee does not have a full 40 hours of accrued compensatory time, he or she may convert the difference from his or her vacation or floating holiday bank if necessary in order to participate in the buy back program. Nonexempt employees may then also convert vacation time and floating holiday leave to cash. In no event can a nonexempt employee reduce his or her combined accrued leave balance (excluding sick leave) below 240 hours.

Four times each fiscal year, as of the first pay period in March, May, September, and November, a benefited part-time employee who has a combined total of 140 hours in their vacation, compensatory time and floating holiday accrued banks may convert 20 or more hours of compensatory time to cash. If a benefited part-time employee does not have a full 20 hours of accrued compensatory time, he or she may convert the difference from his or her vacation or floating holiday bank if necessary in order to participate in the buy back program. Benefited part-time employees may then also convert vacation time and floating holiday leave to cash. In no event can a benefited part-time employee reduce his or her combined accrued leave balance (excluding sick leave) below 120 hours.

Section 4-3 - Sick Leave

Paid sick leave shall not be considered a right which an employee may use at his or her discretion. Sick leave shall be used by employees for the following: (1) Diagnosis,

care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) For an employee who is a victim of domestic violence, sexual assault, or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling or designated person.

When the need for sick leave is foreseeable, an employee must personally give the employee's supervisor as much advance notice as possible of the need to take sick leave. When the need for sick leave is not foreseeable, and except as otherwise required by law, an employee must personally give the employee's supervisor notice of the need to take sick leave as soon as practical. When possible, such notice shall be given before the start of the employee's scheduled workday and prior to the start of each additional workday thereafter that the employee is absent. If it is impossible for the employee to notify his or her supervisor, the employee must notify his or her Director. In addition, all absences shall be reported in accordance with departmental policies.

The City reserves the right to request verification for any absence due to illness or disability if circumstances indicate that the employee is not requesting paid sick leave for a valid purpose.

Eligible employees earn paid sick leave based on hours worked or hours paid (e.g., when an employee is on paid leave). Full-time employees earn sick leave at the rate of eight (8) hours per month. Benefited part-time employees earn sick leave on a prorated basis.

Paid sick leave is not earned (i.e., does not accrue) during unpaid leaves of absence, except as otherwise required by state or federal law.

Full-time and benefited part-time employees hired on or before August 1, 2012 may accumulate sick leave without a limit. Individuals who become full-time employees on or after August 2, 2012 may accumulate a maximum of 800 hours of sick leave. Individuals who became benefited part-time employees on or after August 2, 2012 may accumulate a maximum of 400 hours of sick leave.

Unbenefited, Seasonal and Variable Hour Employees shall receive forty (40) hours of paid sick leave on January 1st for use during that calendar year. Newly hired Unbenefited, Seasonal and Variable Hour Employees shall receive forty (40) hours of sick leave on their first day of employment. An Unbenefited, Seasonal or Variable Hour Employee may use sick leave beginning on the 90th day of employment. Unused sick hours do not carry over to the next calendar year.

Full-time and benefited part-time employees are not eligible to use sick leave until it has been accrued. Sick leave may only be used in increments of fifteen minutes unless smaller increments are permitted by law. Sick leave must be reported per departmental policy.

Retaliation or discrimination against an employee who uses paid sick leave is prohibited by City policy and California state law.

An employee who returns to work for the City within one year of separation of service will be credited with up to forty (40) hours of sick leave. If the employee separated with less than forty (40) hours of accrued sick leave, then he/she will be credited with the number of hours he/she had accrued at the time of separation.

If an employee has accrued sick leave in their bank, it must be used. Employees cannot voluntarily go in unpaid status. If an employee's sick leave is exhausted, other accrued leave may be used at the discretion of the department with Human Resources approval.

Section 4-4 - Payment and Conversion of Accumulated Sick Leave

Full-time and benefited part-time employees may be entitled to convert either 20 or 40 hours of sick leave to an equal amount of vacation time or pay during September. In order to be entitled to convert, the employee must have at least 212 hours of accumulated sick leave at the time of the annual request, and must have at least 192 hours of accumulated sick leave after the conversion during the last pay period in September.

An employee whose employment with the City terminates or is terminated before the last day of the last pay period in September is not eligible to convert sick leave, including on a prorated basis.

Section 4-5 - Jury Duty

Full-time and benefited part-time employees who have received a summons for jury duty during their normal working hours shall be deemed on duty and shall receive their regular pay for up to a maximum of ten (10) calendar days of jury service. In some circumstances, exempt employees may be required to be compensated beyond ten days under the provisions of state or federal law.

An employee who volunteers for jury duty, or who serves on a grand jury, will not

be paid for that time by the City.

If an employee is required to serve on jury duty, the employee must notify his or her supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. An employee must present a verification from the court clerk of having served on jury duty in order to qualify for pay. Employees will be expected to report or return to work for the remainder of their work schedule on any day they are dismissed from jury duty. Employees shall maintain their normal work schedule and may not alter their work schedule and/or flex their time off while serving on jury duty.

Employees who are scheduled to work a night shift assignment are not required to report or return to work on a day they report to jury duty. Employees working the night shift should contact Human Resources for specific assistance in coordinating jury duty with their schedule.

Section 4-6 - Other Court Appearances

Any employee who is called as a witness in a trial, deposition or other legal proceeding, arising out of or related to the course of his or her employment, shall be deemed to be on duty and shall receive pay for the time so engaged. An employee absent as a witness for a non-job related purpose shall not be entitled to pay during such absence. Exceptions to this rule can only be made on the written authorization of the appointing authority. Employees may request such an exception by submitting the appropriate form to the City Attorney's office, prior to the required appearance. In some circumstances, exempt employees may be required to be compensated under the provisions of state or federal law when absent as a witness for a non-job-related purpose.

Section 4-7 - Bereavement/Reproductive Loss Leave

Full-time and benefited part-time employees are permitted to take five (5) days leave upon the occurrence of a qualifying death or reproductive loss event. Bereavement leave may be taken if the employee's absence from work is necessitated by the death of a member of the employee's Immediate Family. Full-Time employees shall receive up to three (3) paid days for bereavement. Benefited Part-Time employees receive Bereavement Leave on a prorated basis. If an employee has exhausted paid bereavement leave, the employee may use other available leave time, such as sick leave or other compensatory time off. Such paid sick leave (or other compensatory time

off) will run concurrently with leave taken pursuant to this section.

Qualifying death definition: Immediate family shall be defined as the death of an employee's spouse, domestic partner, child, stepchild, parent, parent-in-law, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a domestic partner, any relative by blood or marriage who is a member of the employee's household, domestic partner, and any parent, grandparent, spouse, child, brother or sister of the employee, or the parent, brother or sister of the employee's spouse, ex-spouse, or deceased spouse, regardless of residence or employee's current marital status.

Reproductive loss definition: any failed adoption, failed surrogacy, miscarriage, stillbirth or unsuccessful assisted reproduction by the employee, the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent of a child had the reproductive loss not occurred.

Bereavement/Reproductive Loss leave may be taken on non-consecutive days but must be completed within three (3) months of the date of death or reproductive loss.

For leave related to a reproductive loss, employees may take multiple leaves for subsequent reproductive losses. However, employees are limited to a total of twenty (20) days of reproductive loss leave in a twelve (12) month period. Further, employees receive three (3) paid days of reproductive loss leave each calendar year. If an employee has exhausted this paid reproductive loss leave, the employee may use other available leave time, such as sick leave or other compensatory time off, for a subsequent reproductive loss. Such paid sick leave (or other compensatory time off) will run concurrently with leave taken pursuant to this section.

Employees will be required to provide documentation of the death of the qualifying family member within 30 days of the first day of leave. Documentation includes, but is not limited to: a death certificate, a published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or governmental agency.

Employees will not be required to provide documentation of a reproductive loss and City will not request documentation.

Section 4-8 - Time for Voting

Employees who do not have sufficient time outside of their regular working hours

to vote in a statewide election may request time off to vote from his/her supervisor. If possible, employees should make their request at least two (2) days in advance of the election. Up to two hours of paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

Section 4-9 Relay Appointment

The Appointing Authority may, without specific City Council approval to amend the Authorized Full-Time List, permit the simultaneous appointment of two employees to one budgeted position within the Classified Service to allow for an employee departing from that position to train an employee newly appointed to that position. Such “relay appointment” can be made only where the departing employee has provided the City with a written and irrevocable notice of retirement or resignation. A relay appointment may not exceed 60 days.

SECTION 5 - OTHER TIME OFF

Section 5-1 - Time Off To Attend School Activities

An employee who is a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, inclusive, or attending a licensed child day care facility, who wishes to take time off to participate in activities of the school or child care facility, may take off up to eight (8) hours each calendar month (up to a maximum of forty (40) hours each school year), per child. The employee must give reasonable notice to his or her supervisor of the planned absence and use existing vacation, administrative leave, compensatory time or floating holiday accrued for this purpose. Otherwise, such time off for nonexempt employees is unpaid. For exempt employees, such time off may be paid or unpaid as provided by applicable law. The City requires documentation from the school noting the date and time of the employee’s visit.

If both parents of a child work for the City, only one parent (the first to provide notice) may take the time off unless the City approves both parents taking time off simultaneously.

An employee may also be granted time off to attend a school conference involving the possible suspension of his or her child.

Section 5-2 - Leave Related To Domestic Violence or Sexual Assault

Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Other Crimes to Obtain Restraining Orders or Injunctive Relief: Any employee who is a victim of domestic violence, sexual assault, stalking, or other crime may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or paid leave, or other compensatory time off.

Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Other Crimes to Obtain Medical Attention or Counseling or Safety Planning: Any employee who is a victim of domestic violence, sexual assault, stalking, or other crime, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the City within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or personal leave, or compensatory time off.

Section 5-3 - Crime Victims' Leave

The City will provide unpaid time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member (as defined by law) of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The City requires that where feasible, in advance of taking leave, the employee provide Human Resources with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide Human Resources with a copy of the notice within a reasonable time. Employees may use existing vacation, administrative leave, compensatory time or floating holiday accrued hours for this purpose. Otherwise, such time off for nonexempt employees is unpaid. For exempt employees, such time off may be paid or unpaid as provided by applicable law. If an employee is a victim of a crime and is called to testify in a legal proceeding, the employee may be paid in accordance with the benefits provided for in the section herein entitled “Other Court Appearances.”

Section 5-4 - Other Time Off

The City will grant other time off as required by law. The employee will provide reasonable advance notice and written verification of the need for such time off. If time off is taken due to an emergency the employee within a reasonable amount of time will provide appropriate verification as required by the City.

SECTION 6 - LEAVES OF ABSENCE

Section 6-1 - General Provisions

The appointing authority may grant a leave of absence in certain circumstances. An employee is required to notify his or her supervisor and Human Resources in writing as soon as he or she becomes aware of a need for a leave of absence. The appointing authority will consider the request in accordance with applicable law and the City's leave policies. An employee will be notified whether the leave request is granted or denied. If an employee is granted leave, he or she must comply with the terms and conditions of the leave including keeping in touch with his or her supervisor and Human Resources during the leave and giving prompt notice if there is any change in the return date.

In most circumstances an employee must not accept other employment or apply

for unemployment insurance while on a leave of absence. Acceptance of other employment while on leave may be treated as a voluntary resignation from employment at the City. Misuse of a leave of absence is also prohibited. Misuse of leave includes not returning to work from a leave when the reason the leave was granted no longer exists and using leave for a purpose for which it was not granted. For instance, if an employee is granted leave for two weeks to take care of an ill family member but the employee goes on vacation, or after one week the family member is no longer ill and the employee fails to return to work, the employee has misused the leave.

Benefits, such as vacation and paid sick leave, will not accrue during the unpaid portion of any leave of absence. Except as otherwise provided herein, or by law, upon timely return from a leave of absence, an employee will be credited with the full employment status that existed prior to the start of the leave. An employee will not receive credit for the time he or she was on leave during the unpaid portion of any leave, except that the employee will retain his or her original date of hire.

If an employee does not return to work from the leave prior to or immediately upon the expiration of the leave granted by the appointing authority, the employee will not be reinstated to employment with the City and will be considered to have voluntarily resigned from employment, unless the employee has requested and been granted an extension of leave, or additional leave. Any request for an extension of leave or for additional leave must be made in writing prior to the original expiration of the leave. Any such request received after the original expiration of leave will not be granted. The appointing authority may refuse to grant an extension or request for additional leave in its sole discretion except as otherwise provided by law.

The City will not continue to pay for the premiums for group health insurance for employees or their eligible dependents during the time the employee is on a leave of absence except as required herein, or by law. Prior to starting any leave of absence an employee must make all necessary arrangements with Human Resources to pay the required insurance premiums. An employee's failure to make the required arrangements may result in loss of insurance coverage for the employee and dependents.

Depending on the circumstances described in this Salary and Benefits Policy, an employee is required to use, or may elect to use, and in one circumstance an employee is prohibited from using, accrued paid sick and vacation leave, and other accrued paid leaves (floating holidays, compensatory time, and administrative leave) during the

otherwise unpaid portion of the leave of absence.

Any sick, vacation or other accrued leave payments made to an employee will be integrated with any wage replacement benefits (such as workers' compensation and disability insurance wage replacement benefits) an employee receives, so that the sum of wage replacement benefits and accrued leave benefits an employee receives while on a leave of absence will not be more than his or her regular compensation if the employee was not on leave.

"Regular compensation" for an exempt employee means the employee's weekly salary and for a nonexempt employee means the employee's hourly rate times the number of straight time hours normally worked by the employee during the workweek.

Any employee on leave is required to notify promptly Human Resources upon receipt of all checks for wage replacement benefits such as workers' compensation or disability insurance wage replacement benefits. The employee must also promptly send a copy of the checks to Human Resources and provide Human Resources any other information or documents requested. Once Human Resources receives and processes the required and requested documents and notifications, the employee will be paid the amount of sick, vacation, or other paid accrued leave that will result in the employee receiving the amount of regular compensation that the employee received before the leave of absence, but no more.

The payment of accrued paid leaves by the City will reduce the amount of such accumulated leave available to the employee by the amount of leave paid, converted into hours based upon the regular straight time hourly rate then paid to a nonexempt employee. For an exempt employee, the conversion will be based upon an hourly rate calculated by dividing the employee's weekly salary by forty.

The City's payments of accrued paid leaves to an employee on leave will be made in arrears on the City's established pay dates, and such payments are subject to verification by the City of whether the employee did or did not receive wage replacement benefits.

The City's leave of absence policies are not intended to conflict with applicable law. If there should be any conflict between these policies and the provisions of applicable law, those laws are controlling over these policies.

Section 6-2 - Family Care and Medical Leave

1. <u>INTRODUCTION</u>: To the extent not already provided for under current leave

policies and provisions, the City will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations not specifically set forth below are set forth in the Department of Labor regulations of the California Family Rights Act ("CFRA") and the Family and Medical Leave Act ("FMLA"). Unless otherwise provided in this policy, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the City will run each employee's FMLA and CFRA leaves concurrently.

2. DEFINITIONS

A. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

B. "Child"

1. Under the FMLA "child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or stepchild, or a child of a person standing in place of a parent. A child is "incapable of self-care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living – such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using a telephone and directories, etc.
2. Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is capable of self-care. An employee's child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person whom the employee stands in loco parentis.

C. "Designated Person" means someone other than the employee's spouse, parent, child, registered domestic partner, grandparent, grandchild, sibling or parent-in-law, with a blood or family-like relationship to the employee. An employee may identify this individual at the time they request leave. For purposes of CFRA leave, employees are limited to one designated person per 12-month period.

D. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

E. "Spouse" means one or two persons to a marriage, regardless of the sex of the persons, and for purpose of CFRA leave, includes a registered domestic partner as defined below.

F. "Domestic Partner" is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.

G. "Grandparent" means a parent of the employee's parent.

H. "Grandchild" means a child of the employee's child.

I. "Sibling" means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.

J. "Serious health condition" means an illness, injury impairment, or physical or mental condition that involves:

1. Inpatient Care (i.e. an overnight stay) in a hospital, hospice, or resi-

dential medical facility, including any period of incapacity (i.e. inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or

2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

   a. A period of incapacity (i.e. inability to work, or perform other regular daily activities due to serious health condition of more than three consecutive calendar days, and may subsequent treatment or period of incapacity relating to the same condition, that also involves:

      i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g. a physical therapist) under order of, or on referral by a health care provider: or

      ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

3. Any period of incapacity due to pregnancy or for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. Under California law an employee disabled by pregnancy is entitled to pregnancy disability leave.)

4. Any period of incapacity or treatment for such incapacity due to a

chronic serious health condition. A chronic serious health condition is one which:

a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and

c. May cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave if the absence lasts only one day.

5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.

6. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

K. "Health Care Provider" means any of the following:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;

2. Individuals duly licensed as physician, surgeon, or osteopathic physician or surgeon in another state of jurisdiction, including

another country, who directly treat or supervises treatment of a serious health condition;

3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice as defined under California State law;

4. Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;

5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

6. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

L. "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

M. "Covered Service Member" means: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National

Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

N. "Outpatient Status" means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

O. "Next of Kin of a Covered Service Member" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.

P. "Serious Injury or Illness" means: (1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered service member incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

3. REASONS FOR LEAVE: Leave is only permitted for the following reasons:

A. The birth of a child or to care for a newborn of an employee.

B. The placement of a child with an employee in connection with the adoption or foster care of a child.

C. Leave to care for a child, parent or a spouse who has a serious health condition.

D. Under CFRA only, leave is also permitted to care for a domestic partner, grandparent, grandchild, sibling or designated person who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.

E. Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position.

F. Leave for a variety of “qualified exigencies” arising out of the fact that an employee’s spouse, son, daughter, or parent is on a active duty or call to active duty status in the National Guard or Reserves in support of the contingency operation.

G. Under the CFRA only, leave for a variety of “qualified exigencies” arising out of the fact that an employee’s domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of the a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.

H. Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered service member of the U.S. Armed Forces who has a serious injury or illness: incurred in the lined of duty while on active military duty; or existed before the beginning of the member’s active duty and was

aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.

4. EMPLOYEE ELIGIBLE FOR LEAVE: An employee is eligible for leave if the employee:

A. Has been employed for at least 12 months; and

B. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

C. For FMLA leave eligibility, the City directly employs at least 50 full or part-time employee within a 75-mile radius for each working day during each of the 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase “current or preceding calendar year” refers to the calendar year in which the employee requests the leave or the calendar year preceding this request.

5. AMOUNT OF LEAVE: Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for a covered service member) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

A. Minimum Duration of Leave: If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be conducted within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse, domestic partner,

grandparent, grandchild, sibling or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

B. Parents both Employed by the City: If both parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave, the aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If both parents of a covered service member are employed by the City and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 workweeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

6. EMPLOYEE BENEFITS WHILE ON LEAVE: Leave under this policy is unpaid. While on leave, employees will continue to be covered by the City's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the City will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee leave, or because of circumstances beyond the employee's control.

7. SUBSTITUTION OF PAID ACCRUED LEAVES: While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves and the City will require an employee to concurrently use paid accrued leaves during FMLA and/or CFRA leave. The City may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA –qualifying.

8. EMPLOYEE'S RIGHT TO USE PAID ACCRUED LEAVES CONCURRENTLY WITH FAMILY LEAVE: Where an employee has earned or accrued paid vacation, administrative leave, compensatory time, or personal or family leave (in accordance with the City Salary and Benefits Policy and California Labor Code Section 233), that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

   As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

   A. The leave is for the employee's own serious health condition; or

   B. The leave is needed to care for a parent, spouse, domestic partner, child, grandparent, grandchild, sibling, or designated person with a serious health condition.

9. CITY'S RIGHT TO REQUIRE AN EMPLOYEE TO USE PAID LEAVE WHEN USING FMLA/CFRA LEAVE: Employees must use and exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA.

10. CITY'S RIGHT TO REQUIRE AN EMPLOYEE TO EXHAUST FMLA/CFRA LEAVE CONCURRENTLY WITH OTHER LEAVES: If an employee takes a leave of absence for any reason which is FMLA/CFRA qualifying, the City will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

11. CITY'S AND EMPLOYEE'S RIGHTS IF AN EMPLOYEE REQUESTS ACCRUED LEAVE WITHOUT MENTIONING EITHER THE FMLA OR CFRA: If an employee requests to use accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA-qualifying purpose, the City may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the City denies the employee's request and the employee provides information that the time off is for a FMLA/CFRA-qualifying purpose, the City may inquire further into the reason for the absence. If the City has a reasonable belief that leave involves a FMLA/CFRA-qualifying purpose, City will inquire further into the reason for the absence. If the reason is FMLA/CFRA qualifying, the City may require the employee to exhaust accrued leave as described above.

12. MEDICAL CERTIFICATION**:**

A. Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

i. Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

ii. Family Member or Designated Person (CFRA) Serious Health Condition: Employees who request leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, sibling or designated person who has serious health condition must provide

written certification from the health care provider of the family member/designated person requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, sibling or designated person and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, domestic partner, spouse, grandparent, grandchild, sibling or designated person. The term “warrants the participation of the employee” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

iii. Service member Serious Injury or Illness: Employees who request FMLA leave to care for a covered service member who is a child, spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured service member’s serious injury or illness. The City will verify the certification as permitted by the FMLA regulations.

iv. Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member’s active-duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active-duty orders or similar

documentation shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active-duty status of the same or a different military member. The City will verify the certification as permitted by the FMLA and CFRA regulations.

B. Time To Provide a Certification: When an employee's leave is foreseeable and at least 30 days' notice has been provided, the employee must provide the certification before the leave begins. When this is not possible, the employee must provide the requested certification to the City within the time frame requested by the City (which must allow at least 15 calendar days after the City request), unless it is not practicable under the particular circumstances to do so despite the diligent, good faith efforts of the employee.

C. Consequences For Failure To Provide An Adequate or Timely Certification: If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within time frame established by this policy, the City may delay the taking of FMLA/CFRA leave until the required certification is provided or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

D. City's Review of the Content of Medical Certification for Employee's Own Serious Health Condition:

i. Complete and Sufficient: The employee must provide a certification for their own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the employee will be given

written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

ii. Authentication and Clarification: After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, City may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The City may not ask for additional information beyond that required on the certification form.

E. Second and Third Medical Opinions for Employee's Own Serious Health Condition: If the City has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. The City must provide the employee with a copy of the second and third medical opinion, where applicable, without cost, upon the request of the employee.

13. INTERMITTENT LEAVE OR LEAVE ON A REDUCED LEAVE SCHEDULE: If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for their own serious health condition, or to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the need

can best be accomplished through an intermittent or reduced leave schedule. The City may require an employee who certifies the need for a reduced schedule or intermittent leave to temporary transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

14. EMPLOYEE NOTICE OF LEAVE: Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such is foreseeable. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

15. REINSTATEMENT UPON RETURN FROM LEAVE:

A. Right to Reinstatement: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

B. Date of Reinstatement: If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the City the employee will be reinstated

within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

C. Employee's Obligation To Periodically Report On Their Condition: Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

D. Fitness For Duty Certification; As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider, stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

E. Reinstatement Of "Key Employees": Under the FMLA only, The City may deny reinstatement to a "key" employee (i.e. an employee who is among the highest paid 10% of all employed by the City within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City, and if the employee is notified of the City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. Under the CFRA, the City may not deny reinstatement to a "key" employee during or upon the expiration of CFRA leave.

16. REQUIRED FORMS: Employees must fill out the following applicable forms in connection with leave under this policy:

A. Request For Family or Medical Leave Form.

B. Medical certification – either for the employee's own serious health condition or for the serious health condition of a child, parent, domestic partner, spouse, grandparent, grandchild, sibling or designated person (CFRA).

C. Fitness for duty to return from leave from the health care provider.

Section 6-3 - Pregnancy Disability Leave

1. An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, “four months” means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

   A. Notice: Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to City’s Human Resources department.

   B. Certification: The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: (1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and (3) the estimated duration or end date of the leave.

   C. Compensation during Leave: Pregnancy disability leaves are without pay. However, the employee must first use sick leave, if any. Once sick leave is depleted, the employee may elect to use vacation leave or any other accrued paid time off during the leave.

   D. Benefits during Leave: Group Health Insurance:

      i. Group Health Insurance: An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four

months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The City may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the FMLA.

ii. Sick, Administrative and Vacation Leaves: Sick, administrative and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave.

iii. Employee Status during Leave: The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

E. In accordance with the Family Care and Medical Leave Policy, pregnancy leave runs concurrently with FMLA.

F. Reinstatement:

i. Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave.

ii. If the employee's original position is no longer available, the employee will be assigned to a comparable, open position.

iii. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental

disability, the City will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies.

Upon return from such leave the employee shall submit to the appointing authority a fitness-for-duty certification from her health care provider stating employee is able to resume her job duties with no restrictions or limitations.

Section 6-4 - Military Leave

Military leave will be granted in accordance with federal and state law. An employee requesting leave for this purpose shall promptly provide the City with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the City may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

Section 6-5 - Benefits Earned During A Leave of Absence Without Pay

An employee on leave of absence without pay shall not earn vacation, holidays, sick leave or administrative leave. Subject to the terms of the group health insurance plans, an employee on a leave of absence without pay may continue to participate in all group insurance plans upon the approval of the appointing authority provided the employee pays the entire premium for the insurance(s) plan(s) except where otherwise required by law or by these policies. Insurance premiums must be paid in advance. Arrangements for insurance continuation must be made prior to the start of the leave of absence.

SECTION 7 – BENEFITED PART-TIME, UNBENEFITED PART-TIME, SEASONAL UNBENEFITED PART-TIME AND VARIABLE HOUR EMPLOYEE SALARY, POLICIES AND FRINGE BENEFITS

Section 7-1 - Salary Increases

Employees may receive salary increases as recommended by the Director and approved by the appointing authority.

Section 7-2 - Policies and Fringe Benefits

All employees are entitled to participate in those benefit programs mandated by law and for which they are otherwise eligible, such as workers' compensation insurance, and are entitled to the protections of the City's workplace policies including those policies barring discrimination, harassment and retaliation in employment and violence in the workplace.

Except as set forth in these policies, Benefited Part-Time, Unbenefited Part-Time, Seasonal Unbenefited Part-Time, and Variable Hour employees are not eligible for, and therefore do not participate in, the fringe benefit programs the City provides to full-time employees. Benefited part-time employees accrue sick leave, holidays and vacation on a prorated basis. Benefited part-time employees may be eligible for benefits as determined by the City Manager. Benefited Part-Time employees hired on or after July 1, 2013 are not eligible for health insurance.

Employee benefits outlined in these policies may be modified by the appointing authority.

Section 7-3 - Policies and Fringe Benefits: All Employees

The appointing authority may modify or eliminate employee benefits, plans, policies, options and procedures at any time.

SECTION 8 - EXEMPT EMPLOYEES

Section 8-1 - Exempt Employees

Work hours for exempt employees, such as directors and exempt employees, are such as are necessary for completing their duties in a timely and efficient manner including, but not limited to, attendance at all meetings as directed by the City Manager, supervision of employees, coordination of office and City activities, consultation with the City Manager and/or other employees and providing service to the public.

Generally speaking, exempt employees should expect to be at work for all hours that his or her respective offices or work sites are open.

The City recognizes the benefit and need to foster and maintain a strong, professional administrative team. The appointing authority has the discretion to

designate exempt employees in accordance with applicable state and federal law. Exempt employees are compensated for the successful performance and completion of goals and objectives to meet community needs regardless of the length of the workday or workweek and are exempt from the overtime pay requirements of applicable law. The terms of this section and the exempt salary and leave plan shall apply to only those exempt employees specifically designated by the appointing authority.

Section 8-2 - Exempt Employee Compensation

The appointing authority shall have the sole discretion to determine the level of compensation paid to exempt employees. The placement, advancement or reduction of an individual within the salary range or salary level shall be determined only after a review by the appointing authority to determine the extent to which the exempt employee has met the expectations and objectives of his or her respective job. The appointing authority also shall consider the degree to which an exempt employee has been of positive value to the effectiveness of the City's administrative team. An exempt employee's current salary or a salary advancement shall be neither automatic nor a matter of right, but based solely upon merit and performance.

Section 8-3 - Administrative Leave for Exempt Employees

Except as to Director/Executive Management employees, employees the City classified as exempt on or before August 3, 2011, accrue administrative leave bi-weekly at the rate of 96 hours each fiscal year; and employees the City classified as exempt after August 3, 2011, accrue administrative leave bi-weekly at the rate 80 hours each fiscal year. Pursuant to Resolution 2023-037, all Director/Executive Management employees accrue administrative leave at the rate of 3.7 hours per pay period (96 hours annually).

Administrative leave accrual is based on hours worked or hours paid (e.g. when an employee is on paid leave).

An employee who the City classified as exempt on or before August 1, 2012, accumulates administrative leave without limit. An employee who the City classified as exempt after August 1, 2012, can accumulate a maximum of 240 hours of administrative leave. Once this maximum amount is accumulated, the employee ceases accruing any additional administrative leave. An employee resumes accruing administrative leave

after using administrative leave and thereby reducing the amount accumulated below the maximum.

Administrative leave may be used at any time during the year with approval of the appointing authority. Exempt employees will be paid for unused administrative leave upon termination.

If a nonexempt employee becomes exempt and begins to accrue administrative leave, the employee's accrued compensatory time (comp time) shall be paid out at this time.

SECTION 9 - ADMINISTRATIVE INSTRUCTIONS

Section 9-1 - Additional Policies, Rules and Regulations

The appointing authority may, by administrative instruction, establish and publish policies, rules, regulations and procedures, consistent with the requirements of the Palmdale Municipal Code and these policies, to further guide employees in their workplace related conduct, to deal with other personnel and employment relationships, to implement and carry out these policies and to assist in enforcing of the principles and provisions of the City's Human Resources policies.

Section 9-2 - Administrative Instructions

Employees shall comply with all administrative instructions. Failure to comply with any administrative instruction may be grounds for discipline up to and including termination.

SECTION 10 - ANTI-HARASSMENT RULE

The Appointing Authority shall establish and implement anti-harassment, discrimination and retaliation policies and procedures in accordance with federal and state law. The policies established by the Appointing Authority may be overridden by an MOU or by City Council Resolution.

SECTION 11 - HEALTH AND SAFETY

The Appointing Authority shall establish and implement health and safety policies

and procedures in accordance with federal and state law including a Workplace Violence Prevention Policy and a Workplace Drug and Alcohol Policy. The policies established by the Appointing Authority may be overridden by an MOU or by City Council Resolution.

SECTION 12 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

A. Introduction. Eligible full-time employees and eligible benefited part-time employees of the City will be enrolled in CalPERS.

B. City Employees / Members of CalPERS hired on or before April 10, 2011. City employees / members of CalPERS will pay the entire Employee Contribution of 8%.

C. City Employees / Members of CalPERS hired during the period from on or after April 11, 2011 to and including December 31, 2012. City employees / members of CalPERS will pay the entire Employee Contribution of 7%.

D. City Employees / Members of CalPERS hired on or after January 1, 2013. Based on CalPERS membership status, City employees / members of CalPERS will pay the entire Employee Contribution of either 7.75% or 7%.

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
LEGISLATIVE AFFAIRS DIVISION

DISTRICT: **4**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-063, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE APPLICATION(S) FOR SPECIFIED GRANT FUNDS FROM THE BUDGET ACT OF 2023, 19.561(B)(14), AS CLARIFIED BY ASSEMBLY BUDGET COMMITTEE LETTER DATED MAY 8, 2024: IMPROVEMENTS AND MAINTENANCE TO ANY CITY PARK IN THE CITY OF PALMDALE**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-063 approving the application(s) for Specified Grant funds from the Budget Act of 2023, 19.61(B)(14), as clarified by the Assembly Budget Committee letter dated May 8, 2024: Improvements and Maintenance to any City Park in the City of Palmdale;

2. Authorize the City Manager or her designee to negotiate, finalize, sign, and submit all necessary documents for grant funds; and,

3. Appropriate grant funds in the amount of $260,000.

BACKGROUND

Assemblymember Juan Carrillo (AD-39) has allocated $260,000 from the Fiscal Year 2023-2024 California State Budget to enhance and maintain a local City park. City Staff has designated Yellen Park as the beneficiary of this funding. The State Department of Parks and Recreation will administer the grant.

DISCUSSION

The $260,000 Local Assistance Specified Grant will be utilized for various enhancements at Yellen Park, including soccer field upgrades, landscape enhancements, and infrastructure improvements.

To proceed with the grant acceptance and utilization, the following steps are required:

1. City Council to adopt a Resolution authorizing the acceptance of the grant and submit it to the State Department of Parks and Recreation;
2. City Manager to execute the contract between State Department of Parks and Recreation and City of Palmdale; and,
3. City to complete and submit application packet to State Department of Parks and Recreation for approval. This step will initiate the grant payment process.

The City's acceptance of this grant will significantly enhance recreational space at Yellen Park for the community. Approval of the necessary Resolution and submission of the application packet are essential next steps to ensure the timely receipt and appropriate use of the funds.

FISCAL IMPACT

$260,000 revenue; the Local Assistance Specified Grant will be awarded on a reimbursement basis. Funds are to be budgeted in Account No. P0176241-724525-1990. This grant program does not require matching funds.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

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

Prepared by:	Terrie Zayas, City Council Chief of Staff
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 2024-063

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FROM THE BUDGET ACT OF 2023, 19.561(B)(14), AS CLARIFIED BY ASSEMBLY BUDGET COMMITTEE LETTER DATED MAY 8, 2024: IMPROVEMENTS AND MAINTENANCE TO ANY CITY PARK IN THE CITY OF PALMDALE.

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Palmdale, setting up necessary procedures governing application(s); and

WHEREAS*,* said procedures established by the State Department of Parks and Recreation require the applicant's governing body to certify by resolution the approval of project application(s) before submission of said application to the State; and

WHEREAS*,* the applicant will enter into a contract with the State of California to complete project(s);

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

SECTION 1. Approves the filing of project application(s) for specified grant project(s); and

SECTION 2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and

SECTION 3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and

SECTION 4. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited

to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and

SECTION 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 6. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 26th day of June, 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 _____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **AWARD INVITATION FOR BID AND APPROVE REQUISITION WITH HASA, INC. FOR POOL CHEMICAL SUPPLIES IN AN AMOUNT NOT TO EXCEED $212,500 FOR FISCAL YEAR 2024-2025**

RECOMMENDATION

Staff recommends that the City Council:

1. Award Invitation for Bid No. 24-003-3400 for pool chemical supplies to Hasa, Inc.;

2. Approve Requisition No. 250001 with Hasa, Inc. for pool chemical supplies in an amount not to exceed $212,500; and,

3. Authorize the City Manager or her designee to approve the requisition and resulting purchase order with Hasa, Inc., including minimal and/or non-substantial changes.

BACKGROUND

The City's Aquatics Maintenance division manages four City pools and DryTown Water Park. Supplies, such as chlorine, acids, and other chemicals, are essential for maintaining the water quality of these sites and providing a safe, sanitary environment for the public. The use of these pool chemicals is also needed to ensure that the City's aquatic facilities comply with state and county codes and regulations.

DISCUSSION

The City released Invitation for Bid (IFB) No. 24-003-3400 for pool chemical supplies on March 6, 2024. Notification of the IFB release was sent electronically to registered vendors on PlanetBids. The solicitation was also published in the Antelope Valley Press.

Two (2) bids were received on April 8, 2024, and are summarized below:

Bidder	Location	Unit Price Total
Hasa, Inc.	Santa Clarita, CA	$547.18
Waterline Technologies	Santa Ana, CA	$746.04

The Notice of Intent to Award was issued to Hasa, Inc. on May 7, 2024.

The resulting Purchase Order will be for an initial term of one year for Fiscal Year 2024-2025 (July 1, 2024 through June 30, 2025). The City reserves the right and option to extend the term for two additional one-year periods upon mutual consent of the vendor to the same terms and conditions.

FISCAL IMPACT

$212,500; Funds for the requisition and resulting blanket Purchase Order with Hasa, Inc. to provide pool chemical supplies will be budgeted in the following supply accounts: Facility Maintenance (10133005-732633) and DryTown Water Park (30041005-735130). The issuance of the Purchase Order is contingent upon the City Council's FY 2024-25 Budget approval.

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

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

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

Req. No. 250001 with Hasa, Inc.
Atch 1 Bid Tabulation

Bill To	Requisition 00250001-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133005-732633
PALMDALE, CA	Review:
93550	Buyer: cmantell
	Status: Approved

Vendor	Ship To
HASA, INC.	PUBLIC WORKS/MAINTENANCE
23119 DRAYTON ST.	39110 3RD ST EAST
	PALMDALE, CA 93550
SAUGUS, CA 91350	ADYER@CITYOFPALMDALE.ORG
	Delivery Reference
	ADYER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/24	009283		DESTINATION/NET45	GOVERNMENT FACILITIES	

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes THIS FY 2024–2025 BLANKET PURCHASE ORDER AS A RESULT OF IFB 24-003-3400 IS PENDING CITY COUNCIL APPROVAL ON JUNE 26, 2024. THE TERM IS ONE YEAR, COMMENCING JULY 1, 2024, AND HAS THE OPTION TO EXTEND THE CONTRACT FOR TWO ONE-YEAR TERMS.			
001	BULK POOL CHEMICALS FOR CITY POOLS	1.00 EA	112500.00000	112500.00
1	10133005-732633		112500.00	
002	BULK POOL CHEMICALS FOR DRYTOWN WATER PARK	1.00 EA	100000.00000	100000.00
1	30041005-735130		100000.00	

Requisition Link

Requisition Total 212500.00

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

Account		Amount	Remaining Budget
10133005-732633		112500.00	-762500.00
FACILITIES MAINTENANCE	SUPPLIES POOL CHEMICALS		
30041005-735130		100000.00	-100000.00
WATER PARK	SUPPLIES-MAINT POOL CHEMICALS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
E-mail	06/04/24	Bruce Roadhouse	e-mail notification sent

Bill To	Requisition 00250001-00 FY 2025
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 10133005-732633 Review: Buyer: cmantell Status: Approved

Vendor	Ship To
HASA, INC. 23119 DRAYTON ST. SAUGUS, CA 91350	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 ADYER@CITYOFPALMDALE.ORG Delivery Reference ADYER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/24	009283		DESTINATION/NET45		GOVERNMENT FACILITIES

LN	Description / Account			Qty	Unit Price	Net Price
	E-mail	06/04/24	Eric Dombrowski		e-mail notification sent	
	E-mail	06/04/24	Keri Smith		e-mail notification sent	
	E-mail	06/04/24	Lynn Glidden		e-mail notification sent	
	E-mail	06/04/24	Stephanie Autry		e-mail notification sent	
	E-mail	06/04/24	Janelle Samson		e-mail notification sent	
	E-mail	06/04/24	Candice Mantell		e-mail notification sent	
	E-mail	06/04/24	Dawn McIntosh		e-mail notification sent	
	E-mail	06/04/24	Matthew Harris		e-mail notification sent	

Authorized By: _____ Date: _____
Signature

IFB No. 24-003-3400
Title: Pool Chemical Supplies
Bid Tabulation

				WaterLine		HASA	
				Santa Ana, CA		Santa Clarita, CA	
Item No.	**Description**	**Estimated Annual Quantity**	**Unit of Measure**	**Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #**	**Unit Price**	**Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #**	**Unit Price**
1	Bulk Chlorine (12.5% Sodium Hypochlorite Solution)	45,000	Each (1 Gallon)	Olin	$ 2.86	07001	$ 2.93
2	4 x 1-gal. Case Chlorine (12.5% Sodium Hypochlorite Solution)	200	Each (4 Gallons)	Hasa	$ 25.00	01041	$ 20.80
3	Bulk Muriatic Acid (31.45% Hydrochloric Acid)	2,800	Each (1 Gallon)	Reagent Chem	$ 4.18	15000	$ 3.28
4	Muriatic Acid Drum (31.45% Hydrochloric Acid)	5	Each (53 Gallon Drum)	Waterline Tech	$ 202.50	15054	$ 228.43
5	4 x 1-gal Case Muriatic Acid (31.45% Hydrochloric Acid)	200	Each (4 Gallons)	Hasa	$ 29.00	15041	$ 21.24
6	Calcium Chloride 77%-80% Flake GSO, 90.5-97% by weight	120	Each (50 lb. bag)	Cal Chlor	$ 26.50	92051	$ 24.50
7	Sodium Bicarbonate, 100% by weight	260	Each (50 lb. bag)	Arm & Hammer	$ 24.50	60050	$ 33.50
8	Sodium Thiosulfate Pentahydrate 99% Photo 12-16 Mesh GSO	10	Each (50 lb. bag)	Waterline Tech	$ 197.50	81450	$ 56.50
9	Cyanuric Acid, 100% by weight	2	Each (100 lb. drum)	Waterline tech	$ 234.00	65101	$ 156.00
10	Pulsar Plus Briquettes Calcium Hypochlorite, 60-80% by weight. (Min Available Chlorine 65%). **No Substitutions.**	12	Each (50 lb. pail)	CCH - Solenis	N/A	No-Bid / Knorr Systems Only	N/A
				Total:	**$746.04**	**Total:**	**$547.18**

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **AWARD INVITATION FOR BID AND APPROVE REQUISITION WITH MORGAN INGLAND LLC FOR COMMERCIAL STREETLIGHT POLES IN AN AMOUNT NOT TO EXCEED $227,487 FOR FISCAL YEAR 2024-2025**

RECOMMENDATION

Staff recommends that the City Council:

1. Award Invitation for Bid No. 24-001-3220 for commercial streetlight poles to Morgan Ingland LLC;

2. Approve Req. No. 250002 with Morgan Ingland LLC for commercial streetlight poles in an amount not to exceed $227,487; and,

3. Authorize the City Manager or her designee to approve the requisition and resulting purchase order with Morgan Ingland LLC, including minimal and/or non-substantial changes.

BACKGROUND

The City's Traffic Signal and Street Light Division maintains approximately 18,000 street light poles that illuminate the citywide roadway network. As part of maintenance, it is important to respond quickly when replacing any damaged streetlight poles caused by collision knockdowns. Replacement materials must be kept in stock to be responsive and conduct repairs in a timely manner.

DISCUSSION

The City released Invitation for Bid (IFB) No. 24-001-3220 for commercial streetlight poles on February 14, 2024. Notification of the IFB release was sent electronically to

registered vendors on PlanetBids. The solicitation was also published in the Antelope Valley Press.

Two (2) bids were received on March 20, 2024, and are summarized below:

Bidder	Location	Unit Price Total
Morgan Ingland LLC	Morgan Hill, CA	$6,158.68
All-State Utility Supply, LLC	Filmore, CA	$6,313.00

The Notice of Intent to Award was issued to Morgan Ingland LLC on April 11, 2024.

The resulting Purchase Order will be for an initial term of one year for Fiscal Year 2024-2025 (July 1, 2024 through June 30, 2025). The City reserves the right and option to extend the term for two additional one-year periods upon mutual consent of the vendor to the same terms and conditions.

FISCAL IMPACT

$227,487; Funds for the requisition and resulting blanket Purchase Order with Morgan Ingland LLC to provide commercial streetlight poles will be budgeted in the following Street Light Assessment District supply accounts: District 5 - County (25532006-732602); Districts 1 and 4 (25233006-732602); District 2 – Anaverde (25632006-732602); and District 3 – Ritter Ranch (25732006-732602). The issuance of the Purchase Order is contingent upon approval of the FY 2024-25 Operating and Capital Budget.

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

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

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

Req. No. 250002 with Morgan Ingland LLC
Atch 1 Bid Tabulation

Bill To	Requisition 00250002-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	25532006-732602
PALMDALE, CA	Review:
93550	Buyer: cmantell
	Status: Approved Page 1

Vendor	Ship To
AYYAZ KHAN	PUBLIC WORKS/TRAFFIC DIVISION
380 TENNANT AVE	38250 SIERRA HWY
UNIT 3	
	PALMDALE, CA 93550
MORGAN HILL, CA 95037	ADYER@CITYOFPALMDALE.ORG
	Delivery Reference
	ADYER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/24	012529				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- THIS FY 2024-2025 BLANKET PURCHASE ORDER AS A RESULT OF IFB 24-001-3220 IS PENDING CITY COUNCIL APPROVAL ON JUNE 26, 2024. THE TERM IS ONE YEAR, COMMENCING JULY 1, 2024. THERE ARE TWO ONE-YEAR OPTIONS TO EXTEND AVAILABLE.			
001	STREETLIGHT POLES AND SINGLE ARM ASSEMBLIES FOR ASSESSMENT DISTRICT 5 (COUNTY)	1.00 EA	171052.00000	171052.00
	1 25532006-732602	171052.00		
002	STREETLIGHT POLES AND SINGLE ARM ASSEMBLIES FOR ASSESSMENT DISTRICTS 1 & 4 (CITY/GENERAL)	1.00 EA	33861.00000	33861.00
	1 25232006-732602	33861.00		
003	STREETLIGHT POLES AND SINGLE ARM ASSEMBLIES FOR ASSESSMENT DISTRICT 2 (ANAVERDE)	1.00 EA	11287.00000	11287.00
	1 25632006-732602	11287.00		

Bill To	Requisition 00250002-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	25532006-732602
PALMDALE, CA	Review:
93550	Buyer: cmantell
	Status: Approved

Vendor	Ship To
AYYAZ KHAN	PUBLIC WORKS/TRAFFIC DIVISION
380 TENNANT AVE	38250 SIERRA HWY
UNIT 3	
	PALMDALE, CA 93550
MORGAN HILL, CA 95037	ADYER@CITYOFPALMDALE.ORG
	Delivery Reference
	ADYER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/24	012529				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
004	STREETLIGHT POLES AND SINGLE ARM ASSEMBLIES FOR ASSESSMENT DISTRICT 3 (RITTER)	1.00 EA	11287.00000	11287.00
1	25732006-732602		11287.00	

Requisition Link

Requisition Total 227487.00

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

Account		Amount	Remaining Budget
25232006-732602		33861.00	-227487.00
STREET LIGHTS	SUPPLIES-MAINT&REPAIR-ST LIGHT		
25532006-732602		171052.00	-227487.00
STREET LIGHTS	SUPPLIES-MAINT&REPAIR-ST LIGHT		
25632006-732602		11287.00	-227487.00
STREET LIGHTS	SUPPLIES-MAINT&REPAIR-ST LIGHT		
25732006-732602		11287.00	-227487.00
STREET LIGHTS	SUPPLIES-MAINT&REPAIR-ST LIGHT		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
E-mail	06/04/24	Lynn Glidden	e-mail notification sent
E-mail	06/04/24	Janelle Samson	e-mail notification sent
E-mail	06/04/24	Candice Mantell	e-mail notification sent
E-mail	06/04/24	Dawn McIntosh	e-mail notification sent
E-mail	06/04/24	Matthew Harris	e-mail notification sent

Bill To	Requisition 00250002-00 FY 2025
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 25532006-732602 Review: Buyer: cmantell Status: Approved

Vendor	Ship To
AYYAZ KHAN 380 TENNANT AVE UNIT 3 MORGAN HILL, CA 95037	PUBLIC WORKS/TRAFFIC DIVISION 38250 SIERRA HWY PALMDALE, CA 93550 ADYER@CITYOFPALMDALE.ORG Delivery Reference ADYER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/24	012529				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

IFB No. 24-001-3220 Title: Commerical Streetlight Poles
Bid Tabulation

Item No.	Description	Estimated Annual Quantity	Unit of Measure	Morgan Ingland LLC Morgan Hill, CA Unit Price	All-State Utility Supply, LLC Filmore, CA Unit Price
1	Ameron Contemporary Series 1C128 Streetlight pole OR equivalent	55	Each	$2,736.75	$2,865.00
2	8 foot single arm assembly	15	Each	$289.05	$295.00
3	6 foot single arm assembly	45	Each	$271.63	$313.00
4	Ameron Contemporary Series 1C123 Streetlight pole OR equivalent	15	Each	$2,511.25	$2,610.00
5	Delivery and offloading of poles at City Maintenance Yard		Per Delivery	$350.00	$230.00
6	Additional Fees (If Applicable):			N/A	N/A
7	Additional Fees (If Applicable):			N/A	N/A
			Total	**$6,158.68**	**$6,313.00**
1	DELIVERY DAYS/WEEKS AFTER RECEIVING ORDER (ARO):			35-40_WEEKS	35-40_WEEKS

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **AWARD INVITATION FOR BID AND APPROVE REQUISITION WITH WALSMA OIL COMPANY, INC. FOR BULK DIESEL AND UNLEADED FUEL IN AN AMOUNT NOT TO EXCEED $650,000 FOR FISCAL YEAR 2024-2025**

RECOMMENDATION

Staff recommends that the City Council:

1. Award Invitation for Bid No. 24-001-3300 for bulk diesel and unleaded fuel to Walsma Oil Company, Inc.;

2. Approve Req. No. 250000 with Walsma Oil Company, Inc. for bulk diesel and unleaded fuel in an amount not to exceed $650,000; and,

3. Authorize the City Manager or her designee to approve the requisition and resulting purchase order with Walsma Oil Company, Inc., including minimal and/or non-substantial changes.

BACKGROUND

The City of Palmdale Fleet Maintenance Division manages more than 350 City vehicles, equipment, and specialty equipment and ensures daily vehicle needs are met to support City and department operations. This includes managing citywide fuel usage.

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

DISCUSSION

The City released Invitation for Bid (IFB) No. 24-001-3300 for bulk diesel and unleaded fuel on February 20, 2024. Notification of the IFB release was sent electronically to registered vendors on PlanetBids. The solicitation was also published in the Antelope Valley Press.

The bid closed on March 25, 2024, with only one (1) bid received from Walsma Oil Company, Inc. The Notice of Intent to Award was issued to Walsma Oil Company, Inc. on April 8, 2024.

The resulting Purchase Order will be for an initial term of one year for Fiscal Year 2024-2025 (July 1, 2024 through June 30, 2025). The City reserves the right and option to extend the term for two additional one-year periods upon mutual consent of the vendor to the same terms and conditions.

FISCAL IMPACT

$650,000; Funds for the requisition and resulting Purchase Order with Walsma Oil Company, Inc. to provide bulk diesel and unleaded fuel are budgeted in Fleet Maintenance supply account 15433006-734100. The issuance of the Purchase Order is contingent upon approval of the FY 2024-25 Operating and Capital Budget.

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

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

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

Req. No. 250000 with Walsma Oil Company, Inc.
Atch 1 Bid Tabulation

Bill To	Requisition 00250000-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	15433006-734100
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Approved

Vendor	Ship To
WALSMA OIL CO INC	PUBLIC WORKS/MAINTENANCE
44141 N YUCCA AVE	39110 3RD ST EAST
PO BOX 17	
	PALMDALE, CA 93550
LANCASTER, CA 93534	ADYER@CITYOFPALMDALE.ORG
Tel#661-945-4772 X200	Delivery Reference
Fax 661-723-0116	ADYER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/24	004313		DESTINATION/NET45		STREET MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	DIESEL AND UNLEADED FUEL; MOTOR OIL AND LUBRICANTS AS NEEDED	1.00 DL	650000.00000	650000.00

Additional Description Notes

THIS FY 2024-2025 BLANKET PURCHASE ORDER AS A RESULT OF IFB 24-001-3300 CITY COUNCIL APPROVED ON JUNE 26, 2024. THE TERM IS ONE YEAR, COMMENCING JULY 1, 2024. THERE ARE TWO OPTIONS TO EXTEND ONE ADDITIONAL YEAR.

1 15433006-734100 650000.00

Requisition Link

Requisition Total 650000.00

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

Account		Amount	Remaining Budget
15433006-734100		650000.00	-762500.00
FLEET MAINTENANCE	SUPPLIES-EQUIP FUEL AND OIL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
E-mail	06/04/24	Adam Dyer	e-mail notification sent
E-mail	06/04/24	Bruce Roadhouse	e-mail notification sent
E-mail	06/04/24	Lynn Glidden	e-mail notification sent
E-mail	06/04/24	Stephanie Autry	e-mail notification sent
E-mail	06/04/24	Janelle Samson	e-mail notification sent
E-mail	06/04/24	Matthew Harris	e-mail notification sent
E-mail	06/04/24	Candice Mantell	e-mail notification sent
E-mail	06/04/24	Dawn McIntosh	e-mail notification sent

Bill To	Requisition 00250000-00 FY 2025
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 15433006-734100 Review: Buyer: mharris Status: Approved

Vendor	Ship To
WALSMA OIL CO INC 44141 N YUCCA AVE PO BOX 17 LANCASTER, CA 93534 Tel#661-945-4772 X200 Fax 661-723-0116	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 ADYER@CITYOFPALMDALE.ORG Delivery Reference ADYER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/24	004313		DESTINATION/NET45		STREET MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

IFB No. 24-001-3300 Title: Bulk Diesel & Unleaded Fuel
Bid Tabulation

				Walsma Oil Company, Inc. Lancaster, CA	
Item No.	**Product Description**	**OPIS Net Reference City & Average Rack Price (Los Angeles, CA) as of February 20, 2024**	**Per Gallon Rack Price (Los Angeles, CA) as of February 20, 2024**	**Per Gallon Bid Margin/Markup**	**Total per Gallon Bid Price (for evaluation purposes only)**
1	Regular Unleaded 87 Octane Fuel	$2.90	$2.90	$0.25	$3.15
2	R99 or R100 renewable diesel fuel	$3.22	$3.22	$0.25	$3.47
Item No.	**Product Description**			**Unit of Measure**	**Cost**
3	One Delivery of Two (2) Tanks (If Applicable)			Each	
4	Other: Pump Charge (If Applicable)			Each	
5	Freight Charge (If Applicable)			Each	
6	Emergency Delivery provided within 12 hours notice (If Applicable)			Each	
7	Emergency Delivery provided within 24 hours notice (If Applicable)			Each	$200.00
				Total Sum of Items 1-7	**$206.62**

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **APPROVE CONSULTANT AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR ACTING CITY ENGINEER AND TRAFFIC ENGINEER STAFF AUGMENTATION SUPPORT SERVICES IN THE AMOUNT OF $222,300 FOR A TERM OF NINE MONTHS**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8892, with Transtech Engineers, Inc., for Acting City Engineer and Traffic Engineer staff augmentation support services in the amount of $222,300 for a term of nine months; and,

2. Authorize the City Manager or her designee to execute Agreement No. A-8892, with Transtech Engineers, Inc., including minimal and/or non-substantive changes.

BACKGROUND

In April 2024, the City Engineer retired. The City is currently taking measures to recruit a replacement for this position. The City Engineer is a key position that reviews and approves all the design and construction plans/activities, all the engineering standards and sets development conditions. It is not unusual for the recruitment of such a position to take several months.

DISCUSSION

In the interim, to address this vacancy and continue meeting City objectives, the City worked with several firms to find a qualified candidate. Transtech Engineers, Inc. is a multi-disciplinary consulting firm providing municipal services to public agencies and cities since 1989. One of the unique qualifications of Transtech Engineers, Inc. is that they serve several public agencies as municipal contract service providers, including, but not

limited to acting as the Contract City Engineer, City Traffic Engineer, CIP Manager, PW Director. They were able to provide a list of qualified and available engineers to act as the Acting City and Traffic Engineer. City staff interviewed the potential candidates and requested a proposal for services from Transtech Engineers, Inc.

The proposed terms of the contract include:

- Providing City Engineering services for an average of 20 hours a week (both remote and in-person);
- Providing Traffic Engineering services for an average of 5-10 hours per week (both remote and in-person); and,
- Nine-month term with a total fee not to exceed $222,300.

FISCAL IMPACT

$222,300; The City will utilize cost savings resulting from the vacancy of these positions to finance temporary staff until the positions are filled. Funds have been allocated and are available in the Salary and Benefit accounts for Fiscal Year 2024 and are also included in the proposed Fiscal Year 2025 operating budget.

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

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

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

Agrmt No. A-8892 with Transtech Engineers, Inc.

AGREEMENT NO. A-8892
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND TRANSTECH ENGINEERS INC.

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and TRANSTECH ENGINEERS INC. (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

City Engineer- will work 20 hours a week (a combination of remote/virtual and on-site every other week or as needed.)
Traffic Engineer - will work 5 to 10 hours per week on-site (City can adjust weekly hours or duration as needed)
Scope of services under this proposal includes but is not limited to:
• Review and sign improvement plans
• Provide and/or assist status matrix report/color bar chart schedule for various CIP projects
• Review engineering reports
• Discuss development conditions with applicants
• Assist in subdivision map entitlement process
• Attend development review meetings with other city departments
• Develop/assist in conditions of approval for private development process
• Attend, assist, and/or provide recommendations for staff at City's planning commission and/or
city council meetings
• Oversee and monitor traffic engineering tasks
• Other related tasks as required and directed under city engineer authority

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

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

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

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

2 CITY PROJECT MANAGER

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

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Michael David Lloyd, PE, TE, QSD, QSP,Sr. Engineer;
Bahman Janka, TE, Sr. Engineer; and other staff as assigned.

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

4 CONTRACT TERM

The term of this contract is Nine (9) months, commencing on the effective date.

5 TAXES

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

5.2 CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

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

8 CONSULTANT’S PERSONNEL

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

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

8.3 CONSULTANT shall be responsible for payment of all CONSULTANT’s employees’ and subcontractor’s wages and benefits and shall comply with all

requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of Two Hundred Twenty Two Thousand and Three Hundred dollars ($222300.00), payable as follows:

Billing Rate for the proposed services is $190/hr. Estimated 30 hours per week for 39 weeks

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

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

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

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

10 INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT and any contractors or subcontractors working on its behalf agree to indemnify CITY, its officers, employees,

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

11 INSURANCE

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

11.1.1 Workers’ Compensation and Employer’s Liability

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

11.1.2 Professional Liability (Errors & Omissions) Insurance*

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

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

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

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

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

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

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

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

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

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

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

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

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

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

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

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

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

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

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

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

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

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is

incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

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

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

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

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

TRANSTECH ENGINEERS INC.:

SIGNATURE AREA

Ahmad Ansari, PE
Principal

ADDRESS FOR NOTICE:
TRANSTECH ENGINEERS INC.
13367 Benson Avenue
Chino, CA 91710

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)
■Attached Agreement Checklist and met all requirements

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTIONS INITIATING THE TUESDAY, NOVEMBER 5, 2024, CITY OF PALMDALE GENERAL MUNICIPAL ELECTION: ADOPT RESOLUTION NO. CC 2024-043, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY OF PALMDALE CHARTER; ADOPT RESOLUTION NO. CC 2024-044, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE; AND, ADOPT RESOLUTION NO. CC 2024-045, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024**

RECOMMENDATION

Pursuant to the Palmdale City Charter and requirements of the laws of the State of California Elections Code Sections 10403, 13307, and 13309, staff recommends the following:

1. Adopt Resolution No. CC 2024-043, a Resolution of the City Council of the City of Palmdale, California, calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of certain officers as required by the provisions of the City of Palmdale Charter;

2. Adopt Resolution No. CC 2024-044, a Resolution of the City Council of the City of Palmdale, California, requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 5, 2024, with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code; and,

3. Adopt Resolution No. CC 2024-045, a Resolution of the City Council of the City of Palmdale, California, adopting regulations for Candidates for Elective Office pertaining to Candidate Statements submitted to the voters at the General Municipal Election to be held on Tuesday, November 5, 2024.

BACKGROUND

On April 6, 2022, the City Council adopted Ordinance No. 1579, ensuring Palmdale's elections complied with the California Voting Rights Act. Ordinance No. 1579 also implemented a new district boundary map due to the redistricting process, defining Palmdale's five new City Council district boundaries for the next ten (10) years.

DISCUSSION

During this election year, the terms of Austin Bishop, current representative in District 1, and Richard J. Loa, current representative in District 2, are set to expire.

To initiate the election process, the City Council must take the following actions by Resolution(s):

- Call for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of certain Officers as required by the provisions of the Palmdale City Charter.

- Request the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 5, 2024, with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code.

- Adopt regulations for Candidates for the Elective Office pertaining to Candidate Statements submitted to the voters at the General Municipal Election.

The City Clerks are the City's election officials and filing officers for candidate nomination papers and campaign finance disclosure forms. In addition, the City Clerk(s) will qualify all candidates, receive and review candidate statements, receive other related ballot materials that are to be printed and included in the Official Sample Ballot Booklet, and perform all other duties as required by law.

The City Council authorizes the City Clerks to administer the said election, and the City shall pay all reasonable and actual election expenses upon presentation of a properly submitted bill by the County.

Election Day -Tuesday, November 5, 2024
KEY DEADLINES

July 15 – August 9 – 5:00 pm	Nomination Period – Candidates to file nomination documents (E. C. §§ 10220, 10224 and 10407)
August 9	Last day for candidates to file nomination documents (E. C. §§ 10220, 10224 and 10407)
August 14 – 5:00 pm	Nomination Extension Period (if needed) - 5 days (E.C. §10225 and 10407)
October 7	Ballot Pamphlet mailed to Voters (E. C. § 3001(b), and 3010)

FISCAL IMPACT

$170,000: Funding for the election is proposed in the Fiscal Year 2024-25 budget, Account No. 721510; the amount budgeted is an estimate subject to change upon receiving the final invoice from the Registrar-Recorder/County Clerk. Additional funding, if needed, will be proposed through the mid-year budget process.

STRATEGIC PLAN

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

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

Prepared by:	Roxanne Faber, 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

ATTACHMENTS

Reso. No. CC 2024-043
Reso. No. CC 2024-044
Reso. No. CC 2024-045

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
RESOLUTION NO. CC 2024-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY OF PALMDALE CHARTER

WHEREAS, under the provisions of the City of Palmdale Charter, a General Municipal Election shall be held on Tuesday, November 5, 2024, for the election of Municipal Officers;

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

SECTION 1. That pursuant to the requirements of the City of Palmdale Charter, there is called and ordered to be held in the City of Palmdale, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing two (2) Councilmembers elected by two (2) geographic districts established as Districts 1, and 2. Councilmembers in Districts 1, and 2 shall have a full four (4) year term.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. The vote centers and vote-by-mail drop boxes for the election shall be open as required during the identified voting period pursuant to California Elections Code Sections 4005 and 14401.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given, and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form, and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill by the County.

PASSED, APPROVED and **ADOPTED** this 26th day of June 2024.

_____
Austin Bishop, Mayor

Approved as to form:

_____
William P. Curley, III
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 5th day of June, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____

_____
Rochelle Scott, City Clerk

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
RESOLUTION NO. CC 2024-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Palmdale will call a General Municipal Election to be held in the City of Palmdale on November 5, 2024; and

WHEREAS, a Statewide General Election to be held in the County of Los Angeles has been called to be held on November 5, 2024; and,

WHEREAS, it is desirable that the City of Palmdale's General Municipal Election be consolidated with the Statewide General Election to be held on the same date and within the City the Vote Centers and Election Officers of the two elections be the same, and that the county election department of the County of Los Angeles canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

SECTION 1. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby respectfully requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 5, 2024, to be held in the County of Los Angeles on Tuesday, November 5, 2024.

SECTION 2. The Board of Supervisors of the County of Los Angeles is hereby further respectfully requested to place upon the same ballot as that provided for and submitted to the electors of the City of Palmdale at said Statewide General Election to be held in the County of Los Angeles on Tuesday, November 5, 2024, for the purpose of electing two (2) Councilmembers representing two geographic districts established as Districts 1 and 2. Councilmembers in Districts 1 and 2 shall have a full four (4) year term.

SECTION 3. The City of Palmdale acknowledges that the consolidated election will be held and conducted according to Section 10418 of the California Elections Code.

SECTION 4. The Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to canvass the returns of said General Municipal Election.

SECTION 5. The Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to authorize and permit the Registrar-Recorder/County Clerk of the County of Los Angeles to:

a) Print and supply ballots for said City of Palmdale General Municipal Election;

b) Mail the City's sample ballots and candidate statements of qualifications to the electors of the City of Palmdale as part of the same material that will be mailed to the voters of the Statewide General Election to be held in the County of Los Angeles;

c) Perform such other services as may be required for the consolidation and conduct of said City of Palmdale General Municipal Election with said Statewide General Election to be held in the County of Los Angeles.

SECTION 6. The vote centers for the election shall be open as required during the identified voting period pursuant to California Elections Code sections 4005 and 14401.

SECTION 7. The City agrees to reimburse the County of Los Angeles in full for the services performed on behalf of the City upon the presentation of a bill by the County.

SECTION 8. The City Clerk is hereby directed to deliver a certified copy of this resolution to the Board of Supervisors of the County of Los Angeles and to transmit an electronic copy to the Board of Supervisors and the Registrar-Recorder/County Clerk of the County of Los Angeles.

PASSED, APPROVED and **ADOPTED** this 26th day of June 2024.

_____
Austin Bishop
Mayor

Approved as to form:

_____
William P. Curley, III
City Attorney

ATTEST:

_____
Rochelle Scott
City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 5th day of June, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT:_____

Date: _____

_____
Rochelle Scott, City Clerk

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
RESOLUTION NO. CC 2024-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement;

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

SECTION 1. GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Palmdale on Tuesday, November 5, 2024, may prepare a candidate statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate nor membership or activity in partisan political organizations. The statement shall be in typewritten form and filed with the City Clerk at the time the candidate's nomination papers are filed. Except as provided in Election Code Section 13309, the statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by the County of Los Angeles. The County is required to translate candidate statements into the following languages:

   Chinese, Japanese, Spanish, Tagalog/Filipino, Vietnamese, Korean, Cambodian/Khmer, Hindi, Thai, Armenian, Farsi,

Bengali, Burmese, Gujarati, Indonesian, Mongolian, Telugu and Russian.

The County of Los Angeles will print and mail sample ballots and candidate statements in the required languages to only those voters who are on the county voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidate statements in the required languages available at vote centers, on the County's website, and in the City's Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall not be required to pay for the cost, if any, of translating the candidate statements into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.

2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate statements in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidate's statement in the Spanish language required in Section 2 above, in the main voter pamphlet.

The City Clerk shall provide the estimate of the total cost of printing, handling, translating, and mailing the candidate statements filed pursuant to this section, including costs incurred as a result of complying with the Federal Voting Rights Act, and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from

one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro-rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

A) All translations of candidate statements shall be provided by professionally certified translators.

B) The City Clerk shall follow the guidelines as prepared by the Los Angeles County Clerk and these guidelines will be presented to each candidate to the same extent and manner as allowed in previous City elections.

C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nomination papers are issued.

SECTION 7. That all previous resolutions establishing Council policy on payment for candidate statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on Tuesday, November 5, 2024, and shall then be repealed.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and **ADOPTED** this 26th day of June 2024.

_____
Austin Bishop, Mayor

Approved as to form:

_____
William P. Curley, III
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 26th day of June, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS USA, INC. FOR DOCUMENT IMAGING AND INDEXING SERVICES FOR A NOT TO EXCEED AMOUNT OF $681,120 FOR A TERM OF THREE (3) YEARS WITH THE OPTION TO EXTEND FOR TWO ADDITIONAL TERMS OF ONE (1) YEAR EACH**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement A-8794 with Konica Minolta Business Solutions USA, Inc. for document imaging and indexing services for a not to exceed amount of $681,120 for a term of three (3) years with the option to extend for two additional terms of one (1) year each, and,

2. Authorize the City Manager or her designee to execute Agreement No. A-8794 with Konica Minolta Business Solutions USA, Inc., including any minimal and/or non-substantive changes.

BACKGROUND

To align the City's storing of permanent records with best practices for records management, staff was directed to research options that would image plans/records to include ease of preserving long-term and permanent records, reduce the demand for physical storage space, and increase the accessibility of records through the City's Electronic Document Management System (EDMS).

DISCUSSION

On November 7, 2023, staff released Request for Proposal (RFP) No. 23-001-1200; Document Imaging and Indexing, on Planet Bids. The RFP closed on December 11, 2023, and received eight responses. A team of City staff from various departments evaluated

the proposals, and the top three respondents were interviewed: Konica Minolta, Metasource, and ARC. Based on the interviews, Konica Minolta best met the City's requirements.

Konica Minolta strongly understood the City's goal of preserving long-term and permanent records electronically. Many of these records are decades old. This project will ensure an electronic version of these records before they deteriorate, which is critical. Konica Minolta will image 3,000 multi-page plans and more than 3,500 boxes of records. The imaged documents will be uploaded into our EDMS, Evolve. They will be easily accessible and will allow the City to provide records to the public in a timely manner.

As the project progresses, the City will also benefit from improved efficiencies and cost savings. Retrievals and public record requests can be searched for and provided electronically, saving staff time, labor, material, and postage costs. In addition, the physical storage space required to house records will be greatly decreased, eliminating the need for a 7,000-square-foot warehouse and potentially allowing for the sale or repurposing of the warehouse.

FISCAL IMPACT

$681,120; Funds are budgeted and available in FY 2023-24 and FY 2024-25. Funding for subsequent years will be proposed through the annual budget process.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community viability.

A. Seek innovative, cost-effective, customer-focused methods of service delivery.
B. Implement and administer environmentally sustainable programs.

Prepared by:	Roxanne Faber, 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

ATTACHMENTS

Agrmt No. A-8794 with Konica Minolta Business Solutions U.S.A., Inc.

AGREEMENT NO. A-8794
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.
ARPA FUNDING

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and KONICA MINOLTA BUSINESS SOLUTIONS USA, INC., a Corporation, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

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 Roxanne Faber 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:

SCOPE OF WORK
Section 3 - Scope of Services/Work

Documents for imaging would be in various sizes, but typically include letter (8 ½" x11"), legal (8 ½ "x14"), ledger (11"x17"), and large format plans. Documents are stored in standard boxes (15" L x 12"W x 10"H) or containers (45-gallon storage bins) for pick-up.

The estimated monthly volume is approximately 15-20 boxes of documents and 5—7 containers of rolled large format plans. The City reserves the right to increase/decrease quantity as needed. Pick-up and delivery shall occur every three to four weeks. Below are the minimum City standards and requirements for performing document imaging:

Images
• Scan as black and white, grayscale, or color as needed to produce best quality image:
o Black and white documents are to be scanned in black and white, except when grayscale is needed to ensure clarity of document and legibility of text.
o Color pictures and maps are to be scanned in color, o Black and white pictures and maps are to be scanned as black and white or grayscale as needed.
o Color logos, stamps, and signatures are to be scanned as black and white, or grayscale as needed to ensure legibility of text.
o Text boxes and/or shaded title bars are to be scanned in grayscale to ensure legibility of text.
o Colored paper to be scanned in black and white or grayscale (not in color)

• Scan resolution at 300 dpi
• Save image file type as a single multipage PDFA format (for archiving & long term preservation purposes).
All text documents must be searchable. Scan optical character recognition (OCR).
• Use compression to reduce file size.
o When using compression, the clarity of the image and legibility of the text should not be affected.
• Remove any excess black border.
• Remove blank pages.
• Rotate images as needed for readability.
• De-skew, de-speckle, and fill holes
• Enhance any low-quality images to produce a readable digital image.

Indexing
• Provide indexing data in uppercase.
• Save indexing file type as an Evolve or Replacement EDMS (cost built-in to bid) import text file (must include indexed data and image file paths); Evolve import text file specifications are provided with document samples.
• The number of characters per field varies by document type; indexing sources may include scan sheets, file folders, and/or image verification.

Quality Assurance
The City’s expectation is for the highest level of quality assurance (QA) for images and indexing. Vendor’s quality control measures shall meet the following criteria for all images:

• Visual inspection of each image against the original, rescanning documents as needed.
• Manual image quality adjustment and QA of every image for clarity, legibility, quality, cutoffs, or file type compression errors
• Images are of the same or better quality than the original

• Ensure all images are accurately indexed.
• All documents are to be scanned and returned in the same order as provided.
• All folders within the Evolve import text file should appear in the same order as they exist in paper.
• The City will perform a QA of each image and associated indexing delivered by the vendor; if the City discovers unacceptable images, the Vendor, at no additional cost to the City, will correct all such unacceptable images.

Delivery Images and Evolve Import Text File
Vendor shall provide scanned images and Evolve import text file on an external hard drive provided by the City or transmit through FTP:
• Create separate folders for each document type.
• Under each document type, create a subfolder containing the images and Evolve import text file.
• Name the subfolder and Evolve import text file the same number as the bar code.
• Include a copy of the Transmittal Sheet in the external hard drive.
• Deliver images in agreed upon format and timelines.

Pick-up/Delivery of Documents
Vendor must pick-up and deliver original documents every three to four weeks.
• Vendor must contact Records staff to schedule a pick-up and delivery between the hours of 8:00 a.m. – 1:00 p.m. Monday – Thursday.
• Vendor must provide a proof of pick-up acknowledgement, to be signed by the Vendor and City staff.
• Vendor must return original documents after imaging, and provide a proof of return acknowledgement, to be signed by the Vendor and City staff.

Additional Information
• Records must be saved in PDFA Format.
• Pick up must not be outsourced.
• There shall always be two representatives with the content in transit.
• Proposer to maintain documented chain of custody through an audit trail.
• Proposer must agree to provide private transport; content will never be mixed in transit with other clients, nor additional, non-mission critical stops to occur in route.
• Content will not leave the state of California, nor be disclosed to anyone other than Vendor or City Staff.
• The Vendor will be required to produce high quality master images and technical meta data as specified in this RFP. The work in general will include; but is not limited to, the Vendor utilizing the City's EDMS, Evolve, or providing a replacement EDMS (cost built into bid).
• Vendor shall unfold, inspect, and repair pages with non-effective tape as needed.
• All images shall be the same or better quality than the original.
• The Vendor is to enhance any "low quality" images that are determined by the

Vendor to have enough quality to produce a readable electronic image.
• The Vendor is to add to an image “Poor Quality Original” on those images that have unreadable text or graphics.
• All City documents in the possession of the Vendor must be stored in a secure and safe location that is climate controlled.
• The City must have access to all documents in the Vendor’s possession upon request, with the original or electronic file provided within two business days of request, no exceptions.
• Security measures must be in place to ensure both safety and security of documents.

Submissions that, in the sole judgment of CITY, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. Conditional proposals will not be considered.

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 n/a 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.

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. CONTRACTOR shall have no obligation to correct any work hereunder if notified of the deficiency more than thirty (30) days after the work in question was first performed or if the deficiency resulted from the actions of CITY or a third party. CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR

INSTALLED BY CONTRACTOR HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

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

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:

Catherine Bedrossian - IIM Sr. Solutions Consultant - Main Point of Contact
Valerie Jordan - Backup Point of Contact
Lisa Jones - Project Manager

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 reasonable costs that a court of competent jurisdiction determines as having arisen 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. For greater clarity, nothing herein shall constitute a transfer of any of CONTRACTOR'S rights in and to its own proprietary materials created prior to or outside of the scope of this Agreement ("CONTRACTOR IP").To the extent any deliverable delivered by CONTRACTOR under this Agreement includes any CONTRACTOR IP, then CONTRACTOR hereby grants to CITY a perpetual, irrevocable, license to reproduce, use, modify and adapt such CONTRACTOR IP without limitation solely within CITY's organization and solely in connection with CITY's business purposes for which the deliverable was created.

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 One Million One Hundred Fourty Thousand, Two Hundred and Fifty dollars ($1140250.00) 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:

As invoiced - See Exhibit J

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 true and correct copes of 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 COMMENCEMENT AND COMPLETION OF WORK

6.1 The execution of this Contract by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. CONTRACTOR shall complete all the work described in Section 1 and be ready for final acceptance of the work within Thirty (30) Calendar days following CONTRACTOR's receipt of Authorization to Proceed.

6.2 Time is of the essence. All of the time limits for Milestones, if any, and for completion of the work, are of the essence of this Contract.

6.3 Failure of CONTRACTOR to perform any covenant or condition contained herein within the time periods specified therein shall constitute a material breach of this Contract, entitling CITY to terminate this Contract, unless CONTRACTOR applies

for and receives an extension of time in accordance with the procedures set forth herein.

6.4 The term of this Contract is Three (3) years, commencing on the effective date, with CITY reserving the option to extend the agreement for 2 additional terms of one year each.

7 TAXES

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

7.2 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.

7.3 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.

7.4 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.

8 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; provided, that CONTRACTOR shall have no liability with respect to an infringement claim hereunder that results from (i) unauthorized modification or use of any products or services by CITY; (ii) combination, operation or use of any products or services with any products

or services not provided by CONTRACTOR when infringement would not have occurred but for such combination, operation or use; or (iii) CITY's failure to make modifications or changes to any products or services requested by CONTRACTOR when infringement would not have occurred but for such failure.

9 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 third party asserted loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which a court of competent jurisdiction determines as having been proximately caused by 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 reasonable 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. Contractor's indemnification obligations under this section are conditioned upon the Indemnified Parties: (i) promptly notifying the Contractor of any claim in writing; (ii) cooperating with the Contractor in the defense of the claim; and (iii) granting the Contractor sole control of the defense and settlement of the claim, provided any settlement that would impose any monetary or injunctive obligation upon the Indemnified Parties shall be subject to such party's prior written approval.

10 INSURANCE

10.1 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 10.8, must be reviewed and accepted by the City Attorney**.

10.1.1 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

10.1.2 Professional Liability (Errors & Omissions) Insurance*

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

10.1.3 Commercial General Liability

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

10.1.4 Commercial Automobile Liability

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

10.2 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. CONTRACTOR agrees that its insurance policies and certificates shall contain standard cancellation language. Should any of the referenced policies be canceled prior to the expiration thereof, notification shall be provided in accordance with policy provisions and by CONTRACTOR's insurance broker(s).

10.3 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.

10.4 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.

10.5 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.

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

10.7 Acceptable Proof of Insurance:

10.7.1 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.

10.7.2 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.

10.8 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.

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

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 10 will not be impacted and/or limited by such deviation.

11 LIMITATION OF LIABILITY

(A) CONTRACTOR SHALL NOT BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

(B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO CITY ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CITY TO CONTRACTOR FOR THE SERVICES GIVING RISE TO SUCH LIABILITY (“AGGREGATE LIABILITY CAP”). NOTWITHSTANDING THE FOREGOING, (I) CONTRACTOR’S TOTAL LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 SHALL IN NO EVENT

EXCEED AN AMOUNT EQUAL TO THREE TIMES (3X) THE AGGREGATE LIABILITY CAP; OR (II) SOLELY WITH RESPECT TO THIRD PARTY AUTOMOBILE LIABILITY CLAIMS FOR BODILY INJURY OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE CONTRACTOR'S, ITS EMPLOYEES, SUBCONTRACTORS, OR AGENTS NEGLIGENCE OR GREATER CULPABILITY, CONTRACTOR'S TOTAL LIABILITY SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO FOUR TIMES (4X) THE AGGREGATE LIABILITY CAP.

12 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, 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.

13 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.

13.1 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.

13.2 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.

13.3 If, after notice of termination of the Contract under the provisions of this Section 12, 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 11.

14 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.

15 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; provided, that any CONTRACTOR IP, as defined in section 4.2, shall remain the sole property of CONTRACTOR. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and or all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and make changes as CITY deems necessary.

16 DELEGATION AND ASSIGNMENT

16.1 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.

16.2 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.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any

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

17.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

18.1 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.

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

19 CONFLICT OF INTEREST

19.1 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.

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

19.3 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.

20 COMPLIANCE WITH LAW

20.1 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.

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

20.3 If applicable, CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set forth in Exhibit “B” attached hereto and incorporated herein by reference, as well as the execution of a Worker’s Compensation Certificate attached hereto as Exhibit “C” and incorporated herein by reference.

21 NOTICES

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

22 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

23 ATTORNEY’S FEES

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

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

CITY OF PALMDALE:

Ronda Perez
City Manager

NL
Signed: 6/17/2024

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

KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.:

Ronald H Thompson JR
Signed: 6/19/2024

Ron Thompson
Vice President & General Manager,
Intelligent Information Management Division

ADDRESS FOR NOTICE:
KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.
100 Williams Drive
Ramsey, New Jersey 07446

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 6/20/2024

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber
City Clerk

EXHIBIT "A"
ARPA REQUIREMENTS

RECITAL:

On March 11, 2021, the American Rescue Plan Act ("ARP Act") was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"), which included two hundred forty (240) billion dollars for state, territorial, local, and Tribal governments that are being used to fight the pandemic and accelerate local economic recovery.

MANDATORY CONTRACT PROVISIONS FOR ARP ACT EXPENDITURES:

Procurement processes for expenditures using American Rescue Plan Act (ARPA) funds generally follow state and local rules. In most cases, city procurement policies will satisfy the federal requirements. One notable difference is that federal procurement regulations mandate specific contract provisions in certain circumstances. There are no requirements for contracts or expenditures of less than $10,000. However, using ARPA funds for contracts in excess of $10,000 triggers the mandatory contract provisions in 2 CFR Part 200, Appendix II.

Most contract provisions are required only on those exceeding $100,000 or those for construction projects of any amount. However, mandatory contract provisions will apply if a city obligates ARPA funds to a contract that exceeds $100,000.

For ease of administration, below is an explanation of the mandatory contract provisions and model language necessary for compliance with federal law disclosures.

2 C.F.R. PART 200: APPENDIX II, CONTRACT PROVISIONS

- For contracts over $10,000, cities must include a provision that addresses termination for cause and convenience by the local government, including the process for termination and the basis for settlement.
- For contracts over $100,000, cities must include a provision that addresses administrative, contractual, or legal remedies if a contractor violates or breaches the contract, including sanctions and penalties for the breach.
- In accepting the ARPA award, local governments agreed to include an EEO statement in any federally assisted construction contract defined in 41 CFR Part 60-1.3. A federally assisted construction contract is defined as follows:
    - Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. *Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
2. *The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
3. *The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*
4. *The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
5. *The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
6. *The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
7. *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and*

the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. *The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

***Provided**, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

Contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Palmdale shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards

Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Contracts and subgrants in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Cities cannot award a contract to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352: Contractors that apply for a bid or award exceeding $100,000 must file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Cities should include the Byrd Anti-Lobbying contract clause is as follows:

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate

reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall

comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

ARPA Regulations, 31 CFR Part 35 (“Regulations”) are incorporated herein and made a part of this Contract.

CONTRACTOR agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month following the end of each quarter to the Director of Finance. The reports must include, but is not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Director of Finance may require additional information of CONTRACTOR for compliance with ARPA Regulations.

CONTRACTOR, in the performance of this Contract and as a sub-recipient of ARPA funds, as well as all of its subcontractors, must comply with the following:

1. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower-tier covered transactions. (2 C.F.R. Part 180, subpart B) and that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
6. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
7. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
8. New Restrictions on Lobbying, 31 C.F.R. Part 21
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247).
11. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.
12. Generally applicable federal environmental laws and regulations.

EXHIBIT “B”
PREVAILING WAGE REQUIREMENTS

1. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

4. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

8. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

9. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

---------- 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 2024-06-17 19:18:53 GMT

Secured by Concord™
DocumentID: 02ws1AHJHfnf2tAlz1gCnT
SigningID: 02ws1AHJBd5Q6Mj9MolCbQ
Signing date: 6/17/2024
IP Address: 206.171.111.149
Email: nlopez@cityofpalmdale.org

For
Name
Title



Signed on 2024-06-19 01:23:39 GMT

Secured by Concord™
DocumentID: 02ws1AHJHfnf2tAlz1gCnT
SigningID: 02wsjSJtpsV1K0j3fxfLFN
Signing date: 6/19/2024
IP Address: 12.33.206.194
Email: ron.thompson@kmbs.konicaminolta.us

For
Name
Title



Signed on 2024-06-20 16:07:46 GMT

Secured by Concord™
DocumentID: 02ws1AHJHfnf2tAlz1gCnT
SigningID: 02wteUZ8mVY9Wrp3kQogvO
Signing date: 6/20/2024
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

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Signed with www.concordnow.com

MINUTES
CITY COUNCIL/SA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JUNE 5, 2024

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:01 pm.

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

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

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

The Palmdale Vital Intervention and Directional Alternatives (VIDA) class led the pledge of allegiance.

4) PRESENTATIONS

4.1) iServe Youth Leadership Academy presentation to the City Council.

Recreation Coordinator Lewis gave a PowerPoint presentation.

Mayor Bishop thanked staff for the program and presented scholarship checks to the participants of the iServe Youth Leadership Academy.

Councilmember Ohlsen thanked staff, parents, and students for their participation in the program

4.2) Ghetto Film School Presentation to the City Council.

Economic Development Coordinator Bruckner spoke briefly regarding partnering with Ghetto Film School in a student film lab. Kyle Provencia Reingold, Executive Director of GFS LA, spoke regarding the program and displayed a video showing the highlights of the student film lab. Monalisa spoke about her positive experience with the program.

Mayor Bishop presented the participants with certificates.

4.3) Presentation of Animal Services Feasibility Study Findings.

Public Safety Supervisor German provided a little history on the Animal Services Feasibility Study and introduced Dr. Sara Pizano.

Dr. Pizano shared the study's findings and discussed the scope of the assessment, the lack of resources, nationwide animal care management issues, and investment in resources to reduce intake.

The Council and staff discussed hybrid solutions, the investigation of illegal kennels, euthanasia rates, housing availability for animals, adoption barriers, addressing dog nuisance, and foster programs for pets.

Public Safety Supervisor German stated she would bring back a more detailed recommendation.

Councilmember Alarcón suggested having a discussion with the City of Lancaster to see if they are interested in exploring solutions together.

Discussion ensued regarding spay and neuter clinics.

5) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

The following individuals provided public input: David Harris spoke in support of Item 6.4 approving firework stand permits, and Alan Henkin spoke regarding the Library Board of Trustees.

Items 6.4 and 6.6 were pulled for discussion.

6) CONSENT CALENDAR

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

6.2) Receive and file the Monthly Investment Activity Reports for April 2024.

6.3) Adopt Resolution No. PFA 2024-002, a Resolution of the Board of Directors of the Palmdale Financing Authority approving the establishment of the Palmdale Financing Authority Local Agency Investment Fund.

6.4) Approve 37 Fireworks Stand Permits For Non-Profit Organizations.

Mayor Bishop pulled this item for discussion.

Business License Coordinator Andrews presented the staff report.

There was Council and staff discussion regarding City outreach to non-profits,

voter approval of Safe and Sane fireworks, enforcement of illegal fireworks, and selection of locations for firework booths.

Motion: Approve 35 Fireworks Stand Permits For Non-Profit Organizations excluding location 30. St. Mary's Catholic Church and 31. Help for Heroes
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

Mayor Pro Tem Loa recused himself from the vote on the firework stand permit 30 for St. Mary's Catholic Church because he is on the Board.

Motion: Approve Permit 30 St. Mary's Catholic Church.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Austin Bishop, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

Mayor Bishop recused himself from the vote of firework stand permit 31 for Help for Heroes because they requested a quote from his business.

Motion: Approve Permit 31 Help for Heroes.
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (4-0)
Yes: Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

6.5) Approve amendment of the 2019-2020 Action Plan to reprogram Community Development Block Grant COVID (CDBG-CV) funds, and review and approve adjustments to the South Antelope Valley Emergency Services (SAVES) CDBG-CV budget.

6.6) Adopt Ordinance No. 1642, an Ordinance of the City Council of the City of Palmdale amending sections 2.32.020 Trustees' Appointment and 2.32.060 Trustees' Powers and Duties of Chapter 2.32 of Title 2 of the Palmdale Municipal Code to establish an alternate Trustee and to designate and update the Powers and the Duties of the Library Board.

Councilmember Alarcón pulled this item for discussion.

Deputy Director of Parks and Recreation Dombrowski presented the staff report.

City Attorney Curley requested that the last sentence in Section 3, subsection B of the ordinance be removed.

Councilmember Alarcón asked the Council to consider amending the PMC for

the library board appointment process to allow for one appointment per Council District as opposed to the Mayor appointing all five.

City Attorney Curley discussed the current appointment process based on the State of California Education Code. Discussion continued on the appointment process.

Councilmember Ohlsen requested that City Attorney Curley review the current appointment process for all City boards, committees, and commissions.

Motion: Adopt Ordinance No. 1642, an Ordinance of the City Council of the City of Palmdale amending sections 2.32.020 Trustees' Appointment and 2.32.060 Trustees' Powers and Duties of Chapter 2.32 of Title 2 of the Palmdale Municipal Code to establish an alternate Trustee and to designate and update the Powers and the Duties of the Library Board with an amendment to remove the last sentence in Section 3, subsection B.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

6.7) Adopt Resolution No. CC 2024-033, a Resolution of the City Council of the City of Palmdale declaring its intention to continue assessments for Fiscal Year 2024-2025, preliminarily approve the annual Engineer's Report and provide notice of public hearing for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.

6.8) Adopt Resolution No. CC 2024-036, a Resolution of the City Council of the City of Palmdale declaring its intention to continue assessments for Fiscal Year 2024-2025, preliminarily approve the annual Engineer's Reports and providing notice of public hearing for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

6.9) Notice of Completion - Accept Public Landscape Improvements for Tract 73740 (LMD 324) located on the east side of Division Street, north of Avenue R.

6.10) Approve Agreement with Trueline Construction & Surfacing, Inc. for basketball court resurfacing for a total not to exceed amount of $106,300 for a one-year term.

6.11) Approve the minutes from the May 15, 2024 meeting.

Motion: Approve all items listed under the Consent Calendar except for Items 6.4 and 6.6.

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) Introduce and adopt Ordinance No. 1641, an Ordinance of the City Council of the City Of Palmdale, California, recommending City Council approval of General Plan Amendment 24-0001, Zoning Ordinance Amendment 24-0003 and Zone Change 24-0001,a request to amend the General Plan, Zoning Ordinance and Land Use Map and Zoning Map to address inconsistencies and finding that the project is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan

City Clerk Scott read the title of Ordinance No. 1641.

A motion was made and carried unanimously to introduce Ordinance No. 1641. Planning Manager Magana presented the staff report.
Mayor Pro Tem Loa spoke regarding the ongoing discussions with developers and letters of support received and asked if all issues were resolved. Planning Manager Magana responded.

Councilmember Bettencourt asked if the future prospect of taking control of Palmdale Boulevard would affect the parcel changes discussed. The Planning Manager stated that it would not.

Mayor Bishop opened the Public Hearing.

Public Testimony: None.

Mayor Bishop closed the Public Hearing.

Motion: Adopt Ordinance No. 1641, an Ordinance of the City Council of the City Of Palmdale, California, recommending City Council approval of General Plan Amendment 24-0001, Zoning Ordinance Amendment 24-0003 and Zone Change 24-0001,a request to amend the General Plan, Zoning Ordinance and Land Use Map and Zoning Map to address inconsistencies and finding that the project is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

7.2) Adopt 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 VMT Impact Fee.

City Clerk Scott read the title of Resolution No. CC 2024-031.

City Traffic Manager Nelson introduced Michael Schmitt of Kimley Horn who provided an overview of SB 743 and explained the VMT program.

There was Council and staff discussion regarding the support of the VMT program by developers and the threshold.

Mayor Bishop opened the Public Hearing.

Public Testimony: Marsha spoke in opposition of fees involved for development.

Mayor Bishop closed the Public Hearing.

City Attorney Curley spoke regarding the State guidelines.

Councilmember Ohlsen spoke regarding the approval of the VMT program and development.

Councilmember Alarcón pointed out the two fees being adopted.

Motion: 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 VMT Impact Fee.
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.

Mayor Bishop called for a recess at 7:00 pm - 7:10 pm.

7.3) Adopt Resolution No. CC 2024-054, a Resolution of the City Council of the City of Palmdale ordering the detachment of parcels from the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

City Clerk Scott read the title of Resolution No. CC 2024-054.

Director of Public Works Glidden presented the staff report.

Mayor Bishop opened the Public Hearing.

Public Testimony: None.

Mayor Bishop closed the Public Hearing.

Motion: Adopt Resolution No. CC 2024-054, a Resolution of the City Council of the City of Palmdale ordering the detachment of parcels from the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.
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.

7.4) Adopt Resolution No. CC 2024-055, a Resolution of the City Council of the City of Palmdale ordering the detachment of parcels from the City of Palmdale Drainage Benefit Assessment District No. 2006-02.

City Clerk Scott read the title of Resolution No. CC 2024-055.

Director of Public Works Glidden presented the staff report.

Mayor Bishop opened the Public Hearing.

Public Testimony: None.

Mayor Bishop closed the Public Hearing.

Motion: Adopt Resolution No. CC 2024-055, a Resolution of the City Council of the City of Palmdale ordering the detachment of parcels from the City of Palmdale Drainage Benefit Assessment District No. 2006-02.
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.

8) APPOINTMENTS

8.1) City Council Nomination and Appointment of one (1) Public Member to the Audit Committee.

Council spoke in favor of Ms. Zelaya's qualifications.

Motion: Appoint Cinthia Zelaya to the Audit Committee
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.

8.2) Approve Reappointments to the Library Board.

Motion: Approve Reappoint Deborah Rutkowski-Hines and Delores J. Morris to the Library Board
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

9) NEW BUSINESS

9.1) Consider and Approve the execution of the First Amendment to City Manager Employment Agreement: Update terms of employment; no change in base salary.

City Attorney Curley presented the staff report.

Mayor Bishop and Mayor Pro Tem Loa spoke in support of approving the amendment.

Motion: Approve First Amendment to City Manager Perez Employment Agreement No. A-8218
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.

10) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Farmer's Market; AV Taco Festival June 8 at Poncitlan Square; Seasons of Service park beautification event at Marie Kerr Park; Palmdale Sheriff's station gun buyback on June 15; Juneteenth event on June 19 at Poncitlan Square; concert series approaching and 4th of July event; new City website; and Parks and Recreation youth scholarships are open for DryTown Water Park and recreational swimming and safety.

Councilmember Bettencourt stepped away from the dais at 7:19 pm and did not return.

11) SHERIFF'S REPORT

Captain Bardon reported on the following: contract service compliance; calls for service and response times; working with City staff on false alarms; Part 1 Crimes; traffic citations, collisions, and the gun buyback event at Poncitlan Square on June 15 starting at 9:00 am.

The Council had questions and comments regarding response times on routine calls, CARPing reduction, the average amount of overtime for deputies, improving communication, and providing graffiti enforcement numbers.

12) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

12.1) Council reports, announcements, and requests for future agenda items.

Councilmember Alarcón noted for the record that her report was filed and included sixteen City events.

Councilmember Alarcón left the dais at 7:38 pm and did not return.

Councilmember Ohlsen reported on the following: USL crest reveal for the AV semi-pro soccer team; Memorial Day ceremony; relinquishment of Palmdale Blvd; and requested two future agenda items: 1) Provide an analysis and direction regarding adding a Measure to capture the money for the homeless in Palmdale, and 2) Provide an analysis on the feasibility of bringing back an elected mayor.

Mayor Pro Tem Loa requested that the Sheriff's Booster event be added to his monthly report. He reported on the Memorial Day ceremony; ICSC Conference; and attended the Executive Committee meeting for Regional Homeless Alignment.

Mayor Bishop reported on the following: Wall mural paint days; 4.0 ceremony; High Desert Beer & Wine festival; American Red Cross ribbon cutting; Young Entrepreneurs Academy graduation; Palmdale SR-14 on ramp/off ramp and interchange groundbreaking event; revitalizing the City; and the Memorial Day ceremony.

13) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez commented on an incident he witnessed on Sierra Highway; John Vasquez, League Commissioner for Rise Flag Football, spoke about a flag football program to the City of Palmdale; Ms. Gonzalez, Ms. Casteneda, and Citizen (no name) commented regarding the damage to the building of Brain Balance of Palmdale and requested support from Council; Christine Parkinson commented regarding firework stand locations, Memorial Day celebration, Avenue R construction, and acquisition of Palmdale Boulevard; Mario Presents spoke regarding a balanced budget, street potholes, and the Human Rights Advisory Committee; and David Harris commented about an elected Mayor, congratulated Mayor Bishop and City Manager Perez on doing an excellent job, and spoke about firework stand locations and ability for organizations to apply; and Citizen (no name) spoke regarding grants for animal care facilities, and homeless resources, and an elected mayor.

14) ADJOURN

Mayor Bishop adjourned the meeting at 8:15 pm, in memory of Ms. Anna-Maria Rios of St. Mary Elementary Catholic School, to June 26, 2024, at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 26th day of June 2024.

_____

Austin Bishop, Mayor

ATTEST:

_____

Rochelle Scott, City Clerk

Joint Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL COMMISSIONERS**

FROM: **OPERATIONS DEPARTMENT FINANCE DIVISION**

DISTRICT: **ALL**

SUBJECT: **ADOPT JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE NO. CC 2024-062, SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE NO. SA 2024-013, PALMDALE CIVIC AUTHORITY NO. PCA 2024-002, HOUSING AUTHORITY OF THE CITY OF PALMDALE NO. HA 2024-005, INDUSTRIAL DEVELOPMENT AUTHORITY NO. IDA 2024-002, PALMDALE AIRPORT AUTHORITY NO. PAA 2024-002, PALMDALE FINANCING AUTHORITY NO. PFA 2024-004, COLLECTIVELY THE APPROVING LEGISLATIVE BODIES (ALB) AUTHORIZING THE CITY MANAGER TO BIND INSURANCE COVERAGE FOR THE APPROVED LEGISLATIVE BODIES OF THE CITY OF PALMDALE**

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager or designee to bind insurance coverage as anticipated in the budget annually for the approved legislative bodies.

BACKGROUND

Each year, the City responds to applications for various types of insurance and provides those applications to the selected insurance broker. The broker engages with the appropriate insurers to obtain proposals that best fit the City's needs. The proposals are then provided to the City and, if accepted, bound by the City Manager. Proposals include, but are not limited to, different types of coverage, special coverage needs based on new business, and self-insured retentions. The City is part of a self-insured pool that specializes in public entity coverage with similar exposures. This has historically provided cost savings because the risk is shared amongst other agencies.

DISCUSSION

Staff requests that the City Council authorize the City Manager to bind insurance coverage, via the attached resolution, for the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority of the City of Palmdale, the Industrial Development Authority of the City of Palmdale, the Palmdale Airport Authority, the Palmdale Financing Authority, (hereinafter collectively referred to as “each entity”), annually, to include but not be limited to general liability, property, workers' compensation, automobile, and other necessary insurance policies. This will ensure there is no lapse in coverage. Costs are based on market conditions and whether the City chooses to increase or decrease coverage or coverage types.

FISCAL IMPACT

Insurance payments will vary depending on factors such as the insurance market, actuarial history, number of participants in the self-insured pool program, increase in City assets, and the need to purchase additional policies.

Estimated dollar amounts will be included in the annual budget for each corresponding fiscal year.

STRATEGIC PLAN

Goal 1: Maintain effective public safety and protection for life, property, and the environment.

A. Be prepared to protect life, property and the environment in the event of catastrophic disasters and emergencies.

Prepared by:	Angie Barajas, 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

Reso. No. CC 2024-062, SA 2024-013, PCA 2024-002, HA 2024-005, IDA 2024-002, PAA 2024-002, PFA 2024-004

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE (NO. CC 2024-062)
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE (NO. SA 2024-013)
PALMDALE CIVIC AUTHORITY (NO. PCA 2024-002)
HOUSING AUTHORITY (NO. HA 2024-005)
INDUSTRIAL DEVELOPMENT AUTHORITY (NO. IDA 2024-002)
PALMDALE AIRPORT AUTHORITY (NO. PAA 2024-002)
PALMDALE FINANCING AUTHORITY (NO. PFA 2024-004)
COLLECTIVELY THE APPROVING LEGISLATIVE BODIES (ALB)

A JOINT RESOLUTION OF THE APPROVING LEGISLATIVE BODIES AUTHORIZING THE CITY MANAGER TO BIND INSURANCE COVERAGE ANNUALLY FOR APPROVED LEGISLATIVE BODIES

WHEREAS, The City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority of the City of Palmdale, the Industrial Development Authority of the City of Palmdale, the Palmdale Airport Authority, the Palmdale Financing Authority, (hereinafter collectively referred to as "each entity") each require various types of insurance coverage to protect its assets, employees (where applicable) and operations; and

WHEREAS*,* it is necessary to bind insurance coverage on an annual basis to ensure continuous protection and compliance with legal and regulatory requirements for each entity; and

WHEREAS*,* the City Manager is responsible for the procurement and administration of insurance policies for each entity; and

WHEREAS, the City Council has determined that it is in the best interest of each entity to authorize the City Manager to bind insurance coverage annually to ensure timely and efficient management of their insurance needs

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

SECTION 1. **Authorization to Bind Coverage**: The City Manager is hereby authorized to bind insurance coverage annually on behalf of the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority of the City of Palmdale, the Industrial

Development Authority of the City of Palmdale, the Palmdale Airport Authority, the Palmdale Financing Authority, (hereinafter collectively referred to as “each entity”), including but not limited to general liability, property, workers' compensation, automobile and other necessary insurance policies.

SECTION 2. Scope of Coverage: The insurance coverage to be bound by the City Manager shall include all necessary and appropriate policies to protect the assets, employees (where applicable), and operations of the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority of the City of Palmdale, the Industrial Development Authority of the City of Palmdale, the Palmdale Airport Authority, the Palmdale Financing Authority, (hereinafter collectively referred to as “each entity”) as determined by the City Manager in consultation with the City’s insurance advisors and legal counsel.

SECTION 3. Limitations and Requirements:

A. The City Manager shall seek competitive quotes and proposals for insurance coverage to ensure cost-effectiveness and adequate protection for the City of Palmdale, the Palmdale Civic Authority, the Palmdale Financing Authority, the Industrial Development Authority of the City of Palmdale, the Palmdale Airport Authority, the Housing Authority of the City of Palmdale and the Palmdale Community Foundation.

B. The City Manager shall ensure that all insurance policies comply with applicable laws and regulations.

C. The City Manager shall report to the City Council on the details of the insurance coverage bound, including costs, coverage limits, and terms, at least annually or as requested by the City Council.

SECTION 4. Effective Date: This resolution shall take effect immediately upon its adoption.

SECTION 5. Duration: This resolution shall remain in effect until repealed by City Council.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 26TH day of June, 2024.

Approved as to form:

_____
Austin Bishop, Mayor
Chair

ATTEST:

_____
William P. Curley, III, City Attorney
General Council/Authority Attorney

_____
Rochelle Scott, City Clerk
Agency Secretary/Authority Secretary

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 26TH day of June, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

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 26th day of June 2024.

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY,
SUITE B PALMDALE, CALIFORNIA
MAY 1, 2024

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:01 pm.

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

2) ROLL CALL MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS OHLSEN, BETTENCOURT, ALARCÓN COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

The following observances were acknowledged: Mental Health Awareness Month, Military Appreciation Month, Municipal Clerk's Week, Public Service Recognition Week, and Peace Officers Memorial Day.

4) PUBLIC COMMENTS:
CONSENT CALENDAR(S), APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

Public Comments: None.

5) JOINT CONSENT CALENDAR CC/HA

5.1) Approve Project Authorizations under two Master Services Agreements with Absolute International Security, Inc. for unarmed security guard services; one for the Housing Authority of the City of Palmdale in the combined amount not to exceed $2,879,620; and one for the City of Palmdale in the combined amount not to exceed $9,174,920, each for a term of three years with option for two additional one-year terms.

Motion: Approve Project Authorizations under two Master Services Agreements with Absolute International Security, Inc. for unarmed security guard services; one for the Housing Authority of the City of Palmdale in the combined amount not to exceed $2,879,620; and one for the City of Palmdale in the combined

amount not to exceed $9,174,920, each for a term of three years with option for two additional one-year terms.
Moved by Laura Bettencourt, seconded by Eric Ohlsen.

Vote: Motion carried (7-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

Mayor Bishop adjourned the Housing Authority at 5:15 pm.

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 and Quarterly Investment Activity Reports for March 2024.

6.3) Receive and File the Annual Report on Development Impact Fees for the Fiscal Year Ended June 30, 2023, and adopt findings to commit funds held in the Littlerock Drainage Fee Fund, Fire Facilities Fee Fund, and Sewer Upgrade Fee fund.

6.4) Adopt Resolution No. CC 2024-047, a Resolution of the City Council of the City of Palmdale approving the application for Local Streets and Roads Funds authorized under Article 8 of the Transportation Development Act.

6.5) Award Construction Agreement with Comet Electric, Inc. for PN 867/868, Traffic Signal Modification at Avenue M and 20th Street East and 30th Street East, for a not to exceed amount of $1,309,129 for a term of 75 working days from the date of Notice to Proceed.

6.6) Adopt Resolution No. CC 2024-032, a Resolution of the City Council of the City of Palmdale directing the preparation of the annual Engineer's Report for the continuation of the annual levy of assessments and designating the Engineer of Work for fiscal year 2024-2025 for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.

6.7) Adopt Resolution No. CC 2024-035, a Resolution of the City Council of the City of Palmdale directing the preparation of the annual Engineer's Report for the continuation of the annual levy of assessments and designating the Engineer of Work for fiscal year 2024-2025 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

6.8) Adopt Resolution No. CC 2024-046, a Resolution of the City Council of the City of Palmdale adopting a list of projects for Fiscal Year 2024-2025 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

6.9) Approve the Second Amendment to Agreement with Sully Miller Contracting

Co., for PN 698, Avenue R Complete Streets and Safe Routes Project for a not to exceed amount of $14,245,965, including an additional $1,152,731 contract value and $1,000,000 contingency per the original term of four hundred (400) calendar days.

6.10) Approve the minutes from the April 17, 2024 meeting.

Motion: Approve the items listed on the Consent Calendar. 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) Public Hearing to receive public comments on the 2024-2025 Draft Action Plan programming estimated $4,454,266 in Consolidated Plan Funds; review, approve and submit the 2024-2025 Action Plan; and execute documents related to the submission of the Action Plan and subrecipient agreements.

Mayor Bishop opened the Public Hearing. Management Analyst Bartlett presented the staff report. Testimony: None.
Mayor Bishop closed the Public Hearing.

Motion: Approve the recommendations and findings as listed in the staff report. Moved by Andrea Alarcón, 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 2024-048, 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).

Mayor Bishop opened the Public Hearing.

City Clerk Scott read the title of Resolution No. CC 2024-048. City Attorney

Curley presented the staff report.

Councilmember Alarcón asked for an overview of Senate Bill 9. City Attorney Curley provided an overview.

Hunt Braly of Poole and Shaffery and Kevin Harbison of Ravello Holdings were there to answer questions regarding the project.

The following individuals provided public input in opposition of the project:

Mike Parker, Janet Parker, Carli Galasso, and Corrine Stephenson,

Tina Hughes spoke regarding endangered species and notification of the project.

Tori spoke regarding the approval of the project at the Planning Commission meeting.

Mayor Bishop closed the Public Hearing.

The Council and staff discussed public outreach, the appeal process, notification, application, and signage.

Councilmember Alarcón requested a report back on some recommendations for future development and the public engagement process.

Further discussion followed regarding land use and the general plan, the housing element, public notice, litigation related to density bonus law, and a review of the Planning Commission meeting.

Motion: Continue to June 5, 2024, with specific instruction that the City Attorney's Office review the Planning Commission hearing for any misdirection. 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) APPOINTMENT

8.1) Discussion, nomination, and appointment of one (1) Council Member to the Antelope Valley Fair Authority.

City Manager Perez provided an oral report on this item.

Mayor Pro Tem Loa spoke regarding his involvement with the fair, and the Multi-Agency Regional Resiliency Center (MARRC). Discussion ensued regarding the benefits of being appointed to the Antelope Valley Fair Authority.

Motion: Appoint Mayor Pro Tem Loa to the Antelope Valley Fair Authority. Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

9) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Farmer's Market at Oasis Park; Cinco De Mayo Festival; Inkwell Book and Art Festival; Organics Waste Workshop; an award of merit received for our sustainable transportation plan through the American Planning Association; swearing-in of City Prosecutor's who will enforce the municipal code; and the summer concert lineup.

10) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Alarcón reported on the District 5 town hall meeting and requested the following: 1) reinvigorate the grant program for Measure AV; 2) add a future agenda item amending the Municipal Code to require that each Councilmember from each respective district gets mandatory one appointment to the Measure AV Committee; and 3) encouraged City Manager Perez to bring back a letter to the next meeting written to Caltrans to initiate the conversation on how to cooperatively implement some traffic and speed mitigation measures and public safety measures to protect residents and those who visit our community along Pearblossom Highway.

Councilmember Ohlsen contacted Captain Zagorski of the California Highway Patrol and requested stats and data to incorporate into the Caltrans letter; held a meeting with the Association of Los Angeles Deputy Sheriff's (ALADS) president regarding relieving pressure from the deputies who are understaffed and overworked; suggested joining Lancaster's lawsuit on the Sheriff's Department and the County; attended Sheriff's Boosters car show; reported on stakeholders tour held in Pueblo, Colorado for the Transportation Technology Center; AV Edge Summit; met with Vicky Ventura regarding opportunities for City and Chamber to work together to support small businesses; participated on the iServe Youth Leadership panel; and the Brightline.

Mayor Pro Tem Loa reported on the AV Hispanic Chamber of Commerce lunch and learn event; AV Edge Summit; West Antelope Valley Education Foundation Dinner; announced the 26th Anniversary of the Palmdale Station celebration on June 26th; attended the Poppy Festival; and suggested a meeting with Assemblyman Carrillo, Assemblyman Lackey, and the Senator regarding Pearblossom Highway and fatalities.

Councilmember Bettencourt spoke regarding Highway 138 speed and safety; AV Chambers Waste Management landfill tour; Palmdale Sheriff's Booster car and bike show; Vet at the Park event; SIFI Network event; encouraged citizens to enjoy City parks; and requested an update on Visit Palmdale.

Mayor Bishop reported on his visit to the Transportation Technology Center in Pueblo, Colorado; met with Joe Ennis of Positive Lifestyle regarding organizing clean ups; attended AV Edge Summit; Vets 4 Veterans event; attended NCTC meeting and discussed the 14 freeway completion; participated on the iServe Youth Leadership panel; attended Poppy Festival; Oasis Park car show; Brightline West ground breaking ribbon cutting; Farmer's Market at Oasis Park; Vet at the Park; and discussed traffic and safety in town and suggested a safe driving campaign.

Councilmember Alarcón asked the Council to consider naming the Farmer's Market

after Kimble Goodman.

Mayor Pro Tem Loa spoke regarding the Sheriff's Booster meeting, where they discussed the graffiti problem; suggested a possible agreement with property owners to remove graffiti; and suggested a graffiti campaign to stress to parents educating the parents on their responsibility if their child is caught doing graffiti.

City Manager Perez discussed the Request For Proposal (RFP) for private property graffiti abatement and the enforcement program for big box stores that sell spray paint. Discussion continued regarding graffiti abatement and code enforcement efforts.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public comments: Eugene Hernandez spoke regarding May Day and AV students making public comments. Councilmember Alarcón provided an update on what the City is doing regarding housing and homelessness. Councilmember Bettencourt responded to the statement of Mr. Hernandez.

Public comments continued: Azrael, Moorish Science Temple of America, introduced himself to the Council; Diego Rubalcava-Alvarez spoke regarding the bus system and safety, legislative platform, and the Israeli war; Yul Gevargis spoke regarding the Hamas and Israeli war, graffiti, and traffic on Pearblossom Highway; Vicky Ventura, AV Chamber of Commerce, thanked Councilmember Ohlsen for scheduling the meeting with City Manager Perez regarding helping small businesses, spoke about graffiti solutions for small businesses, and thanked individuals for attending the car show at Oasis park; Chuck Murphy spoke about the District 5 townhall meeting; and Sylvia spoke regarding Camacho Auto Sales.

12) ADJOURN

Mayor Bishop adjourned the meeting at 7:00 pm to May 15, 2024 at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California

PASSED, APPROVED, and ADOPTED this 26th day of June 2024.

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

MINUTES
CITY COUNCIL
SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
MAY 15, 2024

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:01 pm.

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

2) ROLL CALL MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS OHLSEN, BETTENCOURT, ALARCÓN COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

Mayor Bishop announced the meeting would be adjourned in honor of retired Lieutenant Ronald Shreves and Councilmember Bettencourt would be making a statement.

Item 4.2 was presented before Item 4.1.

4) PRESENTATIONS

4.1) Commendation recognizing Fred Barthe' as the Tom Hilzendeger Veteran of the Year.

Councilmember Ohlsen presented a commendation and sash to Mr. Barthe. Representatives from the offices of Congressman Garcia, Senator Wilk, 5th District Supervisor Barger, Assemblyman Lackey, Assemblyman Carrillo, Antelope Valley Veterans Community Action Coalition, and Vets 4 Veterans. Mr. Barthe gave a brief speech.

Mayor Bishop called for a recess at 5:36 pm - 6:00 pm.

Councilmember Alarcón left the dais at 5:36 pm and did not return.

4.2) Certificates recognizing the youth art contest winners for utility box wraps at the parks.

Recreation Supervisor Rice spoke about the youth art contest and the participants. Mayor Bishop presented the certificates to the winners of the contest.

5) PUBLIC COMMENTS:

CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

The following individual provided public input: Mario Presents spoke on Item 8.1 Budget Presentation and auditing of donations provided to non-profits.

Councilmember Bettencourt asked a question regarding public comments on the budget item. Staff provided clarification.

Mayor Bishop pulled Item 6.10 and stated he would recuse himself from it because he had done business with Lamar Central Outdoor, LLC, within the last 12 months.

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) Approve First Amendment to Agreement with Innovative Concert Lighting, Inc. for lighting production and equipment services at the Palmdale Amphitheater increasing the agreement by $229,786, for a total not to exceed amount of $346,786 for a three-year term through June 30, 2025, with the option to extend two additional one-year terms.

6.3) Approve Second Amendment to the Agreement with Henisey Electric for temporary electrical and general services for special events, increasing the amount of the agreement by $158,000 for a total amount not to exceed $493,000 for a one-year term through June 30, 2025.

6.4) Approve the Second Amendment to the Agreement with Rich Meier's Landscaping, Inc. for Professional Landscape Maintenance Services, increasing the agreement by $588,000 for a total not to exceed amount of $14,061,877 and extending the contract term by three months to September 30, 2024.

6.5) Approve the First Amendment to the Agreement with KTUA for PN 839, McAdam Park Renovation Project, to increase the agreement by $53,763 for the total not to exceed amount of $527,758 with an extension of an additional 135 calendar days for a total of 375 calendar days.

6.6) Approve Requisition with Velocity Truck Centers for New Rizon E18M Electric

Truck with a Dump Body in an amount not to exceed $180,635.

6.7) Adopt Resolution No. CC 2024-049, a Resolution of the City Council of the City of Palmdale declaring its intention to order the detachment of parcels from certain assessment districts.

6.8) Adopt Resolution No. CC 2024-050, a Resolution of the City Council of the City of Palmdale declaring its intention to order the detachment of parcels from certain benefit assessment districts.

6.9) Adopt Resolution No. CC 2024-056, a Resolution of the City Council of the City of Palmdale approving the application to CAL FIRE'S Urban and Community Forest Grant Program.

6.10) Adopt Resolution No. CC 2024-051, a Resolution of the City Council of the City of Palmdale approving a Billboard Relocation Agreement with Lamar Central Outdoor, LLC for the removal of four existing billboards to construct one new digital advertising display.

Motion: Adopt Resolution No. CC 2024-051, a Resolution of the City Council of the City of Palmdale approving a Billboard Relocation Agreement with Lamar Central Outdoor, LLC for the removal of four existing billboards to construct one new digital advertising display.
Moved by Eric Ohlsen, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J. Loa, Eric Ohlsen, Laura Bettencourt.

Mayor Bishop returned to the dais.

6.11) Approve the minutes from the May 1, 2024 meeting.

Motion: Approve the items listed on the Consent Calendar except Item 6.10.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt.

7) PUBLIC HEARING

7.1) 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).

City Clerk Scott read the title of Resolution No. CC 2024-048.

Mayor Bishop opened the Public Hearing.

City Attorney Curley spoke regarding his review of the Planning Commission video and about the approval of the Density Bonus Agreement.

The following individuals provided public testimony in opposition: Jackie Cardorn; Corrine Stephenson; Joel Stephenson; and Carli Galasso.

Mario Presents commented on the California State Housing Element Law and encouraged concerned citizens to contact State representatives for assistance.

Hunt Braly, Poole & Shaffery, and Phil Ram, Ravello Holdings, spoke regarding the project.

Mayor Bishop closed the Public Hearing.

There was Council and staff discussion regarding traffic safety, State guidelines for housing, and a traffic study.

Motion: 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).
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt.

8) JOINT BUDGET WORKSHOP PRESENTATION CC/SA/HA/IDA/PAA/PCA/PFA

8.1) Presentation of City of Palmdale Draft Budget for Fiscal Year 2024-25.

City Manager Perez spoke regarding the FY 2024/2025 budget and announced that the City shows a five-year projection in the black. She also stated that the City engaged a surveying firm that reached out to registered voters throughout the City of Palmdale, approximately 550, to find out what the citizens were seeking of the Council and the budgeting process. The results of the survey showed the priorities were infrastructure, investment in parks and green spaces, and public safety.

Director of Operations Samson presented a detailed overview of the budget.

There was Council and staff discussion regarding licenses and permits, property taxes, sales tax, operating expenditures, and funds for Measure AV, American Rescue Plan Act (ARPA), Measure R, Gas Tax, Traffic, and Measure H. Operations Director Samson responded to the questions asked by Council, and stated she would look into Measure R and Gas Tax funds and highlight Measure H funds in the budget document.

9) CITY MANAGER'S REPORT

City Manager Perez reported on the Farmer's Market, the High Desert Beer & Wine Festival, a letter to Caltrans, and the last flight of NASA's DC-8.

10) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Bettencourt requested a round table/town hall meeting regarding the mental health of the community, thanked people who came out to the We Build veteran housing event, and thanked the Holiday Inn for the Grab and Go Lunch event for first responders.

Councilmember Ohlsen congratulated Fred Barthe' on receiving the Tom Hilzendeger Veteran of the Year Award and reminded citizens of the Memorial Day Event on May 27 at Poncitlan Square.

Mayor Bishop requested a safe driving campaign. City Manager Perez discussed the actions that have been taken and proposed actions for the safe driving campaign.

Councilmember Bettencourt recommended that the school districts and non-profit organizations be included in the safe driving campaign.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez commented on the District 5 town hall and suggested a town hall on mental illness and traffic; Corbin Ingram spoke about a study on air traffic and air taxis; Roger Soderstedt commented on infrastructure and the Palmdale airport; and Marsha Furman spoke about the public comment rules.

Councilmember Bettencourt suggested that the public be allowed to ask questions during the budget presentation in the future.

12) PRESENTATION BY CITY ATTORNEY

City Attorney Curley spoke regarding Item 12.1.

Councilmember Bettencourt recused herself from item 12.1 because she is an employee of the Los Angeles Sheriff's Department. She also spoke about Lieutenant Shreves' professionalism and kindness and the impact on her life and others.

Mayor Pro Tem Loa spoke about his positive interactions with Lieutenant Shreves.

Mayor Bishop and Councilmember Ohlsen spoke encouraging words to Deputy City Manager Shreves.

12.1) CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: one case - Los Angeles County Sheriff's Department

13) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 7:44 pm - 8:55 pm.

City Attorney Curley announced the Council was updated and took no reportable action.

14) ADJOURN

Mayor Bishop adjourned the meeting at 9:00 pm, in memory of retired Lieutenant Ronald Shreves, to June 5, 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 26th day of June 2024.

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

Joint Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL COMMISSIONERS**

FROM: **OPERATIONS DEPARTMENT FINANCE DIVISION**

DISTRICT: **ALL**

SUBJECT: **ADOPT JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE NO. CC 2024-064, SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE NO. SA 2024-012, PALMDALE CIVIC AUTHORITY NO. PCA 2024-001, HOUSING AUTHORITY OF THE CITY OF PALMDALE NO. HA 2024-004, INDUSTRIAL DEVELOPMENT AUTHORITY NO. IDA 2024-001, PALMDALE AIRPORT AUTHORITY NO. PAA 2024-001, PALMDALE FINANCING AUTHORITY NO. PFA 2024-003, COLLECTIVELY THE APPROVING LEGISLATIVE BODIES (ALB) ADOPTING THE CITY OF PALMDALE'S ANNUAL BUDGET FOR FISCAL YEAR 2024-25 AND APPROVING REVENUE AND EXPENDITURE ADJUSTMENTS TO FISCAL YEAR 2023-24; ADOPT RESOLUTION NO. CC 2024-066, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR GENERAL POSITIONS; ADOPT RESOLUTION NO. CC 2024-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR BARGAINING UNIT POSITIONS; ADOPT RESOLUTION NO. CC 2024-068, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR PARKS AND RECREATION UNBENEFITED POSITIONS; AND ADOPT RESOLUTION NO. CC 2024-069, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR Y-RATED POSITIONS**

RECOMMENDATION

Staff recommends that the City Council, Chairs, Commissioners, Members, and Directors:

1. Hold a public hearing to accept public testimony;

2. Adopt Joint Resolution of the City Council of the City of Palmdale (No. CC 2024-064), the Successor Agency to the Community Redevelopment Agency of the City of Palmdale (No. SA 2024-012), the Palmdale Civic Authority (No. PCA 2024-001), the Housing Authority of the City of Palmdale (No. HA 2024-004), the Industrial Development Authority (No. IDA 2024-001), the Palmdale Airport Authority of the City of Palmdale (No. PAA 2024-001), and the Palmdale Financing Authority (No. PFA 2024-001) approving and adopting the City of Palmdale's Annual Budget for Fiscal Year 2024-25, and approving revenue and expenditure adjustments to Fiscal Year 2023-24;

3. Adopt Resolution No. CC 2024-066, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for General Positions;

4. Adopt Resolution No. CC 2024-067, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for Bargaining Unit Positions;

5. Adopt Resolution No. CC 2024-068, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for Parks and Recreation Unbenefited Positions; and,

6. Adopt Resolution No. CC 2024-069, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for Y-Rated Unbenefited Positions.

BACKGROUND

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

According to the Palmdale Municipal Code: Chapter 3.04 Budget Adoption Procedures, the City Manager shall submit a proposed budget to the City Council no later than May 31 of each year. The proposed budget was brought before the City Council on May 17, 2023. Additionally, the City Council shall conduct a public hearing on the proposed budget before adoption and shall adopt a budget prescribing the spending policy of the City for the ensuing fiscal year on or before the thirtieth day of June of each year.

DISCUSSION

Staff are bringing forth the Proposed Budget for Fiscal Year 2024-25 for your review and consideration.

The Citywide budget represents all City funds, including the General Fund, Measure AV Fund, Special Revenue, Enterprise, Debt Service, and Capital Funds.

The following table summarizes the proposed Fiscal Year 2024-25 Citywide Budget:

	FY 2025 Proposed
Beginning Balance	$379,573,162
Revenue/Transfers In	528,408,720
Expenditures/Transfers Out	567,496,880
Surplus/(Deficit)	(39,088,160)
Estimated Ending Fund Balance-Before Reserves	340,485,002
Reserve Requirement	59,387,529
Estimated Ending Fund Balance	**$281,097,473**

Revenues

Estimating revenues for the upcoming fiscal year and forecasting out-years is essential to the budget development process. Revenue projections are formed by analyzing prior year actual receipts, trends, new revenue sources, grant opportunities, fees for services, and State economic outlook. Citywide revenues are estimated to be $528.45 million.

The City's General Fund is the largest unrestricted funding source, with a total of $117.2 million in projected resources. General Fund resources include property tax, sales tax, other taxes, fees, and charges for service. Measure AV is a general sales and use tax that, although not required, the City presents separately from the General Fund for transparency purposes. Measure AV has a total of $22.8 million in projected resources projected in Fiscal Year 2024-25.

Operating Appropriations

The proposed operating budget for all funds is $567.5 million citywide, and the General Fund operating budget is proposed to be $123.5 million. The supporting schedules provide additional details on appropriations.

Capital Improvement Program

The proposed FY 2024-25 Capital Improvement budget consists of a variety of projects totaling $197.9 million. Many of the proposed projects are funded by grants or other

restricted funds. It is also important to keep in mind that capital projects are often a multi-year effort, and therefore the budget established will carry through the life of the project and may not be fully expended in the single year shown. The attached schedules provide a comprehensive listing of all previously approved and proposed capital improvement projects.

Conclusion
The proposed FY 2024-25 Operating and Capital Budget successfully maintains the level of services and programs important to the community and the priorities of the City Council while maintaining healthy reserves. The proposed FY 2024-25 Budget balances ongoing revenues and expenditures and represents the City's commitment to the long-term planning and sustainability of programs and services for the community.

FISCAL IMPACT

The Fiscal Year 2024-25 Operating and Capital Budget will serve as the financial guideline for program implementation for the year. The proposed annual budget is compliant with all financial policies, including the 20% General Fund reserve requirement, with a 30% reserve proposed in the budget. It is anticipated that revenues will be sufficient to cover the expenditures proposed.

STRATEGIC PLAN

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

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

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

Prepared by:	Janelle Samson, Director of 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 2024-064, SA 2024-012, PCA 2024-001, HA 2024-004, IDA 2024-001, PAA 2024-001, PFA 2024-003 approving the Fiscal Year 2024-25 Budget
Atch FY 2025 Budget at a Glance
Atch FY 2025 Proposed Operating and Capital Budget

Reso. No. CC 2024-066 General Position Classification and Pay Plan
Exh 1 General Classification and Pay Plan July 1, 2024
Exh 2 General Salary Schedule July 1, 2024
Reso. No. CC 2024-067 BU Classification and Pay Plan July 1, 2024
Exh 1 BU Classification and Pay Plan July 1, 2024
Exh 2 BU Salary Schedule July 1, 2024
Reso. No. CC 2024-068 Parks & Recreation Unbenefited Positions
Exh 1 P&R Unbenefited Classification and Pay Plan July 1, 2024
Exh 2 P&R Unbenefited Salary Schedule July 1, 2024
Reso. No. CC 2024-069 Y-Rated Positions
Exh 1 Y-Rated Classification and Pay Plan July 1, 2024
Exh 2 Y-Rated Salary Schedule July 1, 2024

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE (NO. CC 2024-064)
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE (NO. SA 2024-012)
PALMDALE CIVIC AUTHORITY (NO. PCA 2024-001)
HOUSING AUTHORITY (NO. HA 2024-004)
INDUSTRIAL DEVELOPMENT AUTHORITY (NO. IDA 2024-001)
PALMDALE AIRPORT AUTHORITY (NO. PAA 2024-001)
PALMDALE FINANCING AUTHORITY (NO. PFA 2024-003)
COLLECTIVELY THE APPROVING LEGISLATIVE BODIES ('ALB')

A JOINT RESOLUTION OF THE APPROVING LEGISLATIVE BODIES APPROVING AND ADOPTING THE CITY OF PALMDALE'S ANNUAL BUDGET FOR FISCAL YEAR 2024-25, AND APPROVING REVENUE AND EXPENDITURE ADJUSTMENTS TO FISCAL YEAR 2023-24.

Intent of the Approving Legislative Bodies:

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

2. The City Manager has submitted a proposed budget to the Approving Legislative Bodies for the Fiscal Year 2024-25 for review, consideration and adoption; and,

3. The City Council has caused a public hearing to be held on said budget, as amended, on June 26, 2024, with public notice of the hearing published at least fourteen (14) days prior to said hearing, has further considered the proposed budget, and has made revisions therein; and,

4. Section 2.04.060 and 3.04.101 of the Palmdale Municipal Code require that the City Manager oversee and accomplish, with the professional staffs assistance, a budget prescribing the spending policy of the City for the ensuing fiscal year be adopted on or before the thirtieth day of June each year; and,

5. After consideration and analysis, the Approving Legislative Bodies, each separately, find it is in the interest of the health, welfare and safety of the City and each entity, its citizens and businesspersons, to adopt the financial plan within the budget for the receipt and expenditure of public monies in Fiscal Year 2024-25; and,

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

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT

AGENCY OF THE CITY OF PALMDALE, THE PALMDALE CIVIC AUTHORITY OF THE CITY OF PALMDALE, THE HOUSING AUTHORITY OF THE CITY OF PALMDALE, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PALMDALE, THE PALMDALE AIRPORT AUTHORITY OF THE CITY OF PALMDALE, AND THE PALMDALE FINANCING AUTHORITY OF THE CITY OF PALMDALE (COLLECTIVELY THE 'ALB') DO HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The Approving Legislative Bodies, and each of them, find in all respects as set forth in Section A-Intent of the Approving Legislative Bodies and hereby incorporate that Section A herein. Further, the Approving Legislative Bodies, and each of them, find that all lawfully required condition precedents to the adoption of this Joint Resolution have occurred as required by law.

SECTION 2. The original of the Budget of the Approving Legislative Bodies for the fiscal year 2024-25, as finally adopted by the Approving Legislative Bodies, shall be placed on file in the office of the City Clerk and shall be open to public inspection.

SECTION 3. The Approving Legislative Bodies, separately and on each entities own sole behalf, is approving all adjustments to the fiscal year 2023-24 revenues and expenditures as presented in the fiscal year 2024-25 Annual Budget document.

SECTION 4. The Budget of the Approving Legislative Bodies for fiscal year 2024-25 as amended, modified, revised, and corrected by each of the approving legislative bodies, on its own sole behalf, is hereby approved and adopted. The Budget is subject to the requirements of Article XIII B of the California Constitution.

SECTION 5. The Authorized Positions and Classification and Pay Plans, as amended and incorporated in the budget document, are hereby approved and adopted. The City Council recognizes and directs the City Manager to undertake all necessary or desirable revisions, reorganizations, hiring, not hiring, wage, classification, budget, and all matters directly or indirectly related to personnel, Human Resources, negotiations, and employee management decisions, without further action by, or presentation to, the City Council pursuant to Palmdale Municipal Code Section 2.04.060 and the City of Palmdale City Charter.

SECTION 6. That the Chief Financial Officer/City Treasurer is authorized to expend in accordance with the laws of the State of California and the law and Charter of the City of Palmdale on behalf of the Approving legislative Bodies new appropriations as stated in the "Adopted Annual Budget for Fiscal Year 2024-25," attached hereto and incorporated herein by reference.

SECTION 7. That the Chief Financial Officer/City Treasurer is authorized to validate, sign and pay all legal and contractual obligations of the City, including City Departments and agencies with check warrants up to the amounts appropriated in this budget.

SECTION 8. The Director of Operations/City Treasurer shall have the authority to receive any and all donations on behalf of the City and make the appropriate entries into the City financial records to enable the City to spend the donation on the purpose for which it was intended without presenting each item to the City Council for approval. These donations, received throughout the fiscal year by various departments from members of the community for a variety of purposes, are obligated and not discretionary. All donations more than such amount shall be approved by the appropriate Approving Legislative Body.

SECTION 9. That at the conclusion of fiscal year ending June 30, 2024, certain purchase orders will exist as outstanding encumbrances representing contractual obligations or previously budgeted funds. In addition, budgeted funds for certain items or projects in various stages of acquisition or development have previously been approved or will be approved by City Council to be carried forward to fiscal year 2024-25 as Continuing Appropriations. The Outstanding Encumbrances and Continuing Appropriations shall be deemed to be re-budgeted as an addition to the budget amounts previously set forth in the Resolution.

SECTION 10. The Successor Agency to the Community Redevelopment Agency of the City of Palmdale and the Housing Authority of the City of Palmdale, in its capacity as the entity assuming the housing functions of the former Redevelopment Agency, find and determine that the planning and administrative expenses set forth in the Budget to be paid from the Authority's Low and Moderate Income Housing Asset Fund, which was established pursuant to Section 9 of Assembly Bill 1484 (Health and Safety Code section 34176(d)), are necessary for the production, improvement or preservation of low-and moderate-income housing.

SECTION 11. Without prior approval of the Approving Legislative Bodies, and each of them, the City Manager/Executive Director/Secretary shall have authority to transfer within the same fund and category, but not from fund to fund, except for shifts in appropriations relating to personnel. A transfer from fund to fund in any amount, except as relates to personnel, shall be likewise approved by the respective Legislative Body of the Approving Legislative Bodies.

SECTION 12. That the City Council hereby approves the Capital Improvement Plan for Fiscal Year 2024-25, upon the acceptance of the Planning Commissions' determination on June 13, 2024, that the Fiscal Year 2024-25 capital projects are consistent with the General Plan of the City of Palmdale. If a project is not deemed consistent, that project will be deleted from the Capital Improvement Project.

SECTION 13. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 26th day of June, 2024.

Approved as to form:

_____
Austin Bishop, Mayor
Chair

ATTEST:

_____
William P. Curley, III, City Attorney
General Council/Authority Attorney

_____
Rochelle Scott, City Clerk
Agency Secretary/Authority Secretary

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 26th day of June, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk







2024-2025
BUDGET
AT A GLANCE

CITY OF PALMDALE



Dear Palmdale Residents,

The City continues to demonstrate resilience and robust financial management. This strength is a testament to our City Council's careful fiscal stewardship, unwavering dedication to the prosperity and well-being of our community, and the solid, growing local economy we are proud to support.

At the core of Palmdale's mission is an unwavering dedication to our residents, businesses, visitors and to each other. We are proud to offer a solid, balanced budget that supports vital public safety services, exceptional community amenities and essential services that enhance the quality of life for all who call Palmdale home.

We encourage you to delve into the City's strategic goals, which drive budget decisions. These goals highlight our commitment to all aspects of Palmdale's growth and development — from quality of life to sustainability initiatives, from fiscal to organizational strength, to traffic and mobility and more.

For more detail, residents are invited to view the City Budget and other financial documents at www.CityOfPalmdaleCA.gov/Budget.

Thank you for your continued engagement and support.

Be well,

Ronda

Ronda Perez
City Manager

STRATEGIC PRIORITIES

Our budget is a plan for spending that implements the City Council's priorities and strategic goals, delivers first-rate services and is responsive to the community's needs.

The City's strategic priorities include:

1 Building Culture & Community

- Maintain effective public safety and protect life, property and the environment.
- Provide high-quality recreation and open space opportunities.

2 Economic Vitality & Innovation

- Support environmental sustainability through the application of green energy technologies such as zero-emissions hydrogen, microgrids and advanced energy initiatives.
- Promote innovation through tools such as high-speed broadband to streamline business processes and increase responsiveness to the community.
- Generate employment opportunities through job creation and workforce development.
- Build the contingency reserve to 30% in good times and utilize wisely in difficult times.
- Recruit and retain highly competent staff.

3 Social Unity

- Provide high-quality essential City services.
- Promote mental health and wellness through community partnerships.
- Create affordable, safe and secure housing.
- Engage youth through meaningful opportunities to contribute to our community.

4 Transportation and Infrastructure

- Enhance citywide mobility through impactful improvements such as the Rancho Vista Blvd. grade separation.
- Continue responsible investment in key infrastructure, such as facilities, streets and vehicles.
- Partner with key agencies to restart air service at Palmdale Regional Airport.
- Champion the Center for Transportation Technology Excellence to position Palmdale as a nationwide leader in the transportation technology and innovation sector.
- Support the development of high-speed rail and the High Desert Corridor to solidify Palmdale as a major transportation hub.









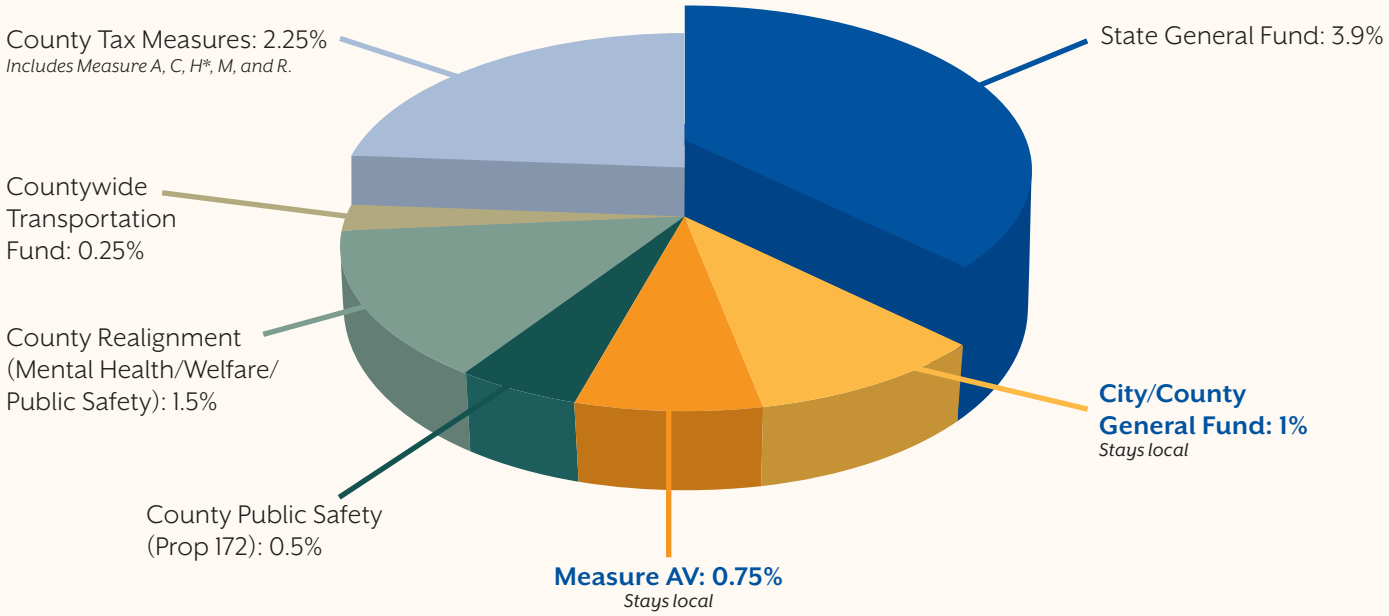
Scan the QR code to view more details on the City's Strategic Priorities.

PALMDALE RESIDENTS AND THE BUDGET

Where Does the City Get Its Money?

Sales Tax:

For every dollar you spend, you are taxed 10.25%, with 1.5% of that amount **staying local**.



***Measure H Tax:** County of Los Angeles Homeless and Housing Measure H Special Revenue Fund, also known as the Transaction and Use Tax to Prevent and Combat Homelessness Ordinance (Los Angeles County Code, Chapter 4.73) is a special revenue fund of the County used to account for the proceeds of the voter-approved quarter-cent county-wide sales tax that became effective in March 2017 and will be in effect for 10 years. This fund is used to provide outreach, prevention resources, mental health support and affordable housing options for homeless individuals in the County and expands the shelter system, increasing the amount of support services available. The City uses Measure H to fund the Advancing Communities Together and Taking Flight programs and to provide homelessness outreach services in Palmdale.

Property Tax:

For every dollar paid on property taxes:

County ($0.22)

Education ($0.39)

LA Consolidated Fire District ($0.16)



City of Palmdale Property Tax ($0.06)
Stays local

City of Palmdale Streetlight District ($0.03)
Stays local

Other ($0.14)
Includes taxes such as LA County Sanitation District No. 20 Operating Tax, Children's Instil Tuition Fund, AV Mosquito and Vector Control District and more.

SAVING RESIDENTS MONEY

The City of Palmdale is dedicated to completing projects while saving you money.

Here are a few of the ways we are saving taxpayers' dollars:

Long-term Financial Planning

The City is committed to long-term comprehensive financial planning. It prepares and publicly presents, during the budget process, a detailed five-year forecast that includes an analysis of key revenues and expenditures, along with proposed measures to address any projected gaps.

Pension Stabilization Trust Fund

CalPERS: The City has taken many proactive steps to manage rising pension costs through the years. The most significant recent action was to allocate $1.25 million to the Pension Stabilization Trust Fund, which now has over $9.4 million reserved for future Unfunded Actuarial Liability (UAL) payments.

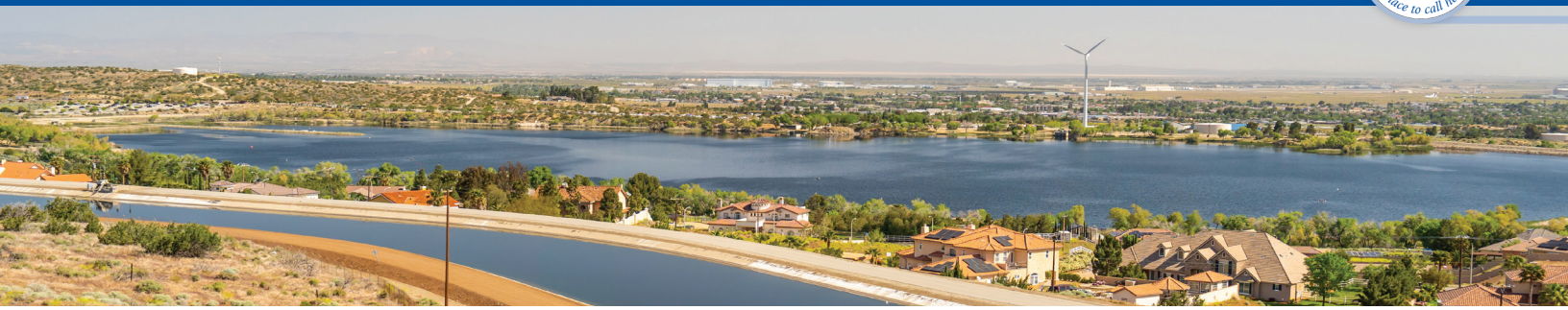
Grant Funding

The City applies for and receives grants from a variety of sources at the local, state and federal levels. The funds received will go toward many citywide projects including Palmdale Blvd./R-14 interchange improvements, arterial road rehabilitation projects, Courson Park revitalization, housing development and rehabilitation projects, Avenue R signal synchronization, Rancho Vista Blvd./ Sierra Hwy. grade separation and more.



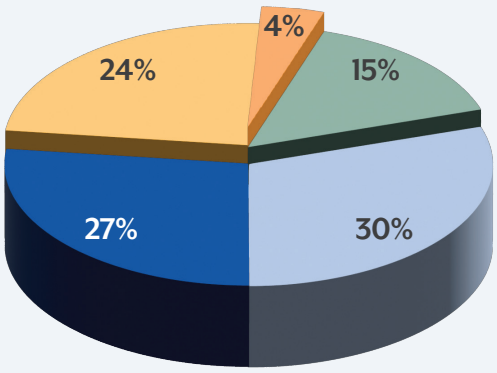
Type of Grant	Amount
Prop C	$ 4,153,320
State	$ 2,041,510
Measure R	$ 94,711,370
Measure M	$ 5,534,010
SAVES	$ 50,000
Miscellaneous	$ 4,907,140
Total Grant Funds for FY24-25 Budget	**$ 111,397,350**

GENERAL FUND



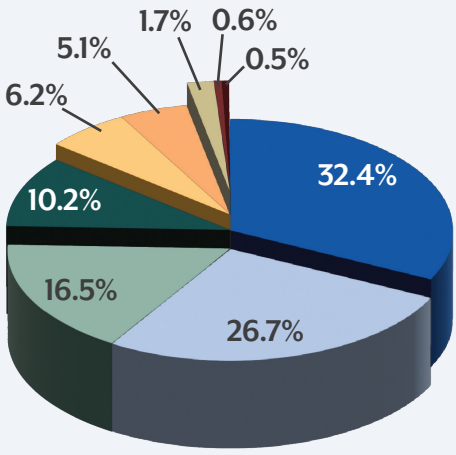
The General Fund is the primary operating fund for the City, which provides activities, programs and services for the community. These revenue sources include property tax, sales tax, transient occupancy tax and service fees. Expenditures in the General Fund are primarily spent on public safety, building and safety, City infrastructure and government administration.

General Fund Revenues: $117.2M



- Property Tax
- Sales Tax
- Transient Occupancy Tax (TOT)
  Hotel Tax
- Franchise Fees
- Other

General Fund Expenditures: $123.5M*



- Operations
  Includes debt service and transfers.
- Public Safety
- Public Works
- Parks & Recreation
- Economic and Community Development
- City Manager's Office
- City Attorney
- Neighborhood Services
- City Council

*The balanced budget includes one-time expenditures of $7M.

FISCAL YEAR 2024-25 ADOPTED BUDGET

FY24-25 Adopted Budget Reconciliation

REVENUE	
General Fund	$117,290,080
All Other Revenue	$411,118,640
Total Revenue	**$528,408,720**
OPERATING BUDGET	
City Council Division	$624,860
City Attorney Division	$2,042,730
City Manager Department	$6,609,460
Operations Department	$135,097,690
Economic and Community Development Department	$11,679,360
Public Safety Department	$44,443,220
Neighborhood Services Department	$26,150,920
Parks & Recreation Department	$17,791,660
Public Works Department	$125,161,880
Total Operating Budget	**$369,601,780**
CAPITAL BUDGET	
Bicycle and Pedestrian	$1,603,910
Drainage	$7,807,240
Facilities	$10,078,550
General Improvements	$8,372,270
Parks and Recreation	$27,975,360
Streets	$123,817,570
Traffic	$8,458,800
Sewer and Watershed	$9,781,400
Total Capital Budget	**$197,895,100**
TOTAL FY25 REVENUE	**$528,408,720**
TOTAL FY25 PROPOSED BUDGET	**$567,496,880**
Changes to Fund Balance*	**($39,088,160)**



*This reflects a change due to existing funds being carried over for multi-year projects.

BRINGING JOBS TO PALMDALE

Palmdale's economic development initiatives are shaping the future of the City, creating a landscape of opportunity and sustainable growth. This progress is marked by a series of developments that have positioned it as a beacon of innovation.

Here are a few of the ways we are attracting new jobs for our residents:





Palmdale's Aerospace Incentive Program, launched earlier this year, will provide incentives up to $250,000 to qualified companies, bringing high-paying jobs and new capital investment in Palmdale.



Trader Joe's Food Assembly and Distribution Facility: 1 million square foot facility is the first of many projects along the Avenue M industrial corridor that will create thousands of new mortgage-paying jobs for residents.

Plant 42: Nationally reputable developers Covington Development and Transwestern are in the process of entitling over 10 million square feet of industrial space to create jobs and support the mission at Plant 42.

Center for Transportation Technology Excellence: Palmdale, LA County and Metro are teaming up to create the Center for Transportation Technology Excellence. This will have more than a billion dollar impact on our local economy and generate thousands of jobs.

AV Mall Revitalization: The City is partnering with the AV Mall to revitalize the regional commercial center including a new, family-friendly entertainment option in the former Forever 21 building.

Learn more about investments in job opportunities for Palmdale residents at https://bit.ly/AVEDGE.

INVESTING IN OUR FUTURE

Capital Improvement Program

The City invests in the future of our community by funding Capital Improvement Projects (CIP). Over the next year, improvement projects in the following categories will be implemented.



Streets
$123,817,570



Parks and Recreation
$27,975,360



Facilities
$10,078,550



Sewer and Watershed
$9,781,400



Traffic
$8,458,800



General Improvements
$8,372,270



Drainage
$7,807,240



Bicycle and Pedestrian
$1,603,910

TOTAL INVESTMENT IN THE COMMUNITY: $197,895,100

PUBLIC SAFETY

Public Safety is a top priority for the City and provides the resources to keep residents safe. Crime will not stand in our community. Through initiatives such as Flock cameras, graffiti abatement and our aggressive stance on retail theft, we are making your safety our number one priority.



2020-2021 $30,732,995

2021-2022 $32,438,421

2022-2023 $34,005,476

2023-2024 $37,428,890 *Projected*

2024-2025 $44,207,110 *Proposed*





Costs for law enforcement services are rising throughout the state due to changes in law, increased lawsuits and other expenses associated with policing services. The City will continue to seek innovative ways to manage rising costs to ensure residents have access to Sheriff's deputies and emergency services.

PUBLIC SAFETY

Public Safety Priorities

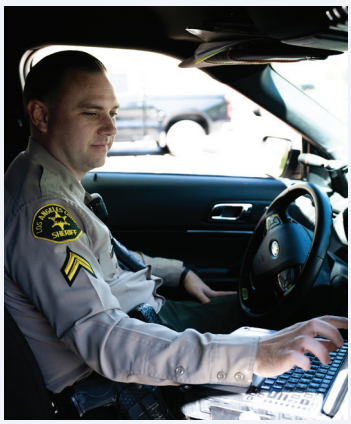
- Increased Flock license plate reader cameras by 50% to quickly locate suspect vehicles.
- Expanded the Ring camera program.
- Implemented the Fūsus complete camera monitoring system to balance safety and privacy.
- 2,932 traffic citations issued by LASD.*
- 37 in-person and 24 virtual Public Safety Outreach and Education events.
- 168,412 sq. ft. of graffiti removed.*
- 799 tons of illegal dumping removed.*
- 1,389 community compliance cases closed so far this year.

*As of May 2024









NEW Public Safety Department

The newly created department oversees Code Enforcement, Community Service Officers, Neighborhood Compliance and Outreach. We are seeking a forward-thinking Director of Public Safety to lead the department in exploring innovative technologies and strategies to significantly reduce crime.

Job descriptions and requirements can be found at www.CityOfPalmdaleCA.gov/Jobs.



About the City of Palmdale

The City of Palmdale, with nearly 170,000 residents, sits perfectly nestled in the Antelope Valley against the picturesque backdrop of the San Gabriel Mountains. Our community thrives on its forward-thinking and innovative ethos, driving progress across various sectors, from transportation to aerospace to public safety. Families enjoy Palmdale's excellent schools, affordable housing, abundant recreational opportunities, diverse local culture and welcoming atmosphere, all within reach of the Los Angeles metropolitan area. Despite its urban proximity, Palmdale retains its identity as a desert oasis, boasting stunning landscapes, native Joshua trees and over 300 days of annual sunshine. Explore further at www.CityOfPalmdaleCA.gov.

CITY OF PALMDALE

Stay Connected

www.CityOfPalmdaleCA.gov/StayingConnected

Fiscal Year 2024-25
Proposed Annual Operating and Capital Budget

CITY OF PALMDALE
FIVE YEAR GENERAL FUND AND CONSOLIDATED FUNDS PROJECTION

					YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		FY 2023 Actuals	FY 2024 Adopted	FY 2024 Projected	FY 2025 Proposed	FY 2026 Projected	FY 2027 Projected	FY 2027 Projected	FY 2027 Projected
1	**BEGINNING FUND BALANCE**	73,269,500	92,576,350	92,576,350	88,949,320	82,707,140	73,225,421	63,164,142	56,097,084
2	REVENUES/TRANSFERS IN								
3	Property Tax	29,208,527	27,069,450	31,384,350	31,738,000	33,324,900	34,991,150	36,740,710	38,577,750
4	Sales And Use Tax	27,808,626	28,265,620	27,770,810	28,187,240	28,750,980	29,326,000	29,912,520	30,510,770
5	Transient Occupancy Tax	4,608,941	4,896,000	4,896,000	4,950,000	5,098,500	5,251,460	5,409,000	5,571,270
6	Franchise Fees	7,595,391	6,379,910	8,191,870	17,366,960	8,437,630	8,606,380	8,778,510	8,954,080
7	Use Of Property	3,783,921	3,043,870	3,028,590	3,441,330	3,510,160	3,580,360	3,651,970	3,725,010
8	License And Permits	5,525,829	3,954,070	7,181,890	5,009,580	5,109,770	5,211,970	5,316,210	5,422,530
9	Charges For Services	1,524,521	1,379,920	1,234,810	1,276,100	1,339,910	1,393,510	1,449,250	1,507,220
10	Development Charges For Services	3,190,946	2,489,150	2,779,110	2,414,150	2,486,570	2,561,170	2,638,010	2,717,150
11	Fines And Forfeitures	784,947	799,800	755,290	962,910	982,170	1,001,810	1,021,850	1,042,290
12	Other Revenue	5,790,501	10,824,820	11,299,880	9,280,000	6,500,000	6,000,000	6,000,000	6,000,000
13	Gain (Loss) Fair Value of Investments	-654,783	0	0	0	0	0	0	0
14	Transfer In	14,281,368	12,726,540	24,423,610	12,663,810	8,150,000	8,150,000	8,150,000	8,150,000
15	**Total Revenues**	**103,448,734**	**101,829,150**	**122,946,210**	**117,290,080**	**103,690,590**	**106,073,810**	**109,068,030**	**112,178,070**
16	EXPENDITURES/TRANSFERS OUT								
17	Salaries	16,911,909	19,861,550	18,790,740	20,666,160	21,492,810	22,352,520	22,352,520	23,246,620
18	Benefits	6,226,421	9,665,740	8,413,730	9,314,190	9,686,760	10,074,230	10,074,230	10,477,200
19	Organizational Development	443,678	748,090	703,950	809,320	750,000	750,000	750,000	750,000
20	Operating	8,841,748	8,207,550	21,522,710	13,166,200	13,297,860	13,430,840	13,430,840	13,565,150
21	Contract Services	13,732,984	17,128,640	17,608,810	21,915,620	22,134,780	22,356,130	22,356,130	22,579,690
22	Capital Outlay	1,806,038	1,681,830	2,142,180	7,229,160	1,000,000	1,000,000	1,000,000	1,000,000
23	County Contracts - Law Enforcement	12,992,270	19,499,530	18,842,870	21,137,500	22,300,060	23,526,560	23,526,560	24,820,520
24	County Contracts - Liability	2,773,013	3,307,590	3,307,590	3,627,440	3,699,989	3,773,989	3,773,989	3,849,468
25	County Contracts - Animal Control	1,491,007	1,600,000	2,270,000	3,200,000	3,200,000	3,200,000	3,200,000	3,200,000
26	Utilities	2,318,811	2,823,230	2,926,560	2,978,870	3,038,450	3,099,220	3,099,220	3,161,200
27	Debt Service	6,045,840	6,351,720	2,315,830	2,291,600	2,291,600	2,291,600	2,291,600	2,291,600
28	Transfers Out/Internal Svc Alloc.	10,558,167	8,934,000	25,461,770	14,926,200	8,000,000	8,000,000	8,000,000	8,000,000
29	Transfer Out to Reserves	-	2,266,500	2,266,500	2,270,000	2,280,000	2,280,000	2,280,000	2,280,000
30	**Total Expenditures**	**84,141,884**	**102,075,970**	**126,573,240**	**123,532,260**	**113,172,309**	**116,135,089**	**116,135,089**	**119,221,448**
31	Surplus/(Deficit) (Revenue - Expenditures)	19,306,850	(246,820)	(3,627,030)	(6,242,180)	(9,481,719)	(10,061,279)	(7,067,059)	(7,043,378)
32	**FUND BALANCE BEFORE RESERVES/RESTRICTIONS**	**92,576,350**	**92,329,530**	**88,949,320**	**82,707,140**	**73,225,421**	**63,164,142**	**56,097,084**	**49,053,705**
33	**20 % Reserve Requirement (30% Recommended)**	**16,828,377**	**30,622,791**	**37,971,972**	**37,059,678**	**22,634,462**	**23,227,018**	**23,227,018**	**23,844,290**
34	Restricted, Nonspendable and Assigned	**23,493,168**	**25,000,000**	**30,000,000**	**30,000,000**	**30,000,000**	**25,000,000**	**25,000,000**	**25,000,000**
35	**ENDING AVAILABLE BALANCE**	**52,254,805**	**36,706,739**	**20,977,348**	**15,647,462**	**20,590,959**	**14,937,125**	**7,870,066**	**209,416**

CITY OF PALMDALE
ESTIMATED FUND BALANCE
FISCAL YEAR 2024

Fund	Fund Description	FY 2024 Beginning Available Fund Balance	FY 2024 Revenues	FY 2024 Operating Expenditures	FY 2024 Capital Expenditures	Reserve Requirement	Nonspendable, Restricted and Assigned	FY 2024 Projected Ending Available Fund Balance
101, 150, 151	General Fund	92,576,350	122,946,210	124,644,030	1,929,210	37,971,972	30,000,000	20,977,348
153	Information Technology	3,680,952	4,987,040	4,037,040	700,000	3,300,000		630,952
154	Fleet Maintenance	4,655,397	3,474,210	1,701,100	1,457,110	4,000,000		971,397
156	Public Art Fund	1,491,630	336,600	63,410	175,000			1,589,820
157	Measure AV	24,565,678	22,580,000	12,275,790	17,597,580	2,987,337		14,284,971
158	American Rescue Funds	323,465	16,257,310	8,421,560	7,442,550			716,665
200	PEG Fund	753,699	265,000	149,610	200,000			669,089
201	Gas Tax Fund	8,803,877	5,039,570	540,800	7,436,110			5,866,537
202	Public Safety Fund	1,354,668	732,500	150,000	-			1,937,168
203	Prop A Fund	9,964,023	4,867,980	3,430,560	4,094,980			7,306,463
204/214	Prop C Funds	14,099,022	9,021,080	579,900	8,612,470			13,927,732
205	Air Quality Improvement Fund	312,647	10,320	-	-			322,967
206	Local Transp Fund Art 3	(2,753)	222,760	-	24,150			195,857
207	Local Transp Fund Art 8	2,720,834	11,546,140	9,808,900	4,322,200			135,874
208/218	Measure R Funds	9,923,012	7,626,050	-	6,377,890			11,171,172
209/219	Measure M Funds	9,545,366	5,087,750	-	5,792,880	-	-	8,840,236
210	Road Maint & Rehab Acct Fund	7,477,865	3,878,770	-	8,247,600			3,109,035
211	Measure A LA County Parks	(6,350)	2,597,710	-	2,591,360			-
220	Park Development Fund	7,345,074	1,050,000	269,600	8,115,880			9,594
221	Traffic Impact Fund	1,488,105	2,044,480	861,000	300,000			2,371,585
222-230	Drainage Funds	10,301,471	5,523,580	137,900	310,000	-	-	15,377,151
227	Fire Facilities Impact Fund	8,644,380	1,574,890	65,000	-			10,154,270
228	Sewer Upgrade Fund	482,095	-	-	100,000			382,095
229	Public Facilities Fund	1,692,169	568,110	-	502,780			1,757,499
240	Federal Funds Fund	(386,297)	13,967,860	-	13,581,560			3
241	State Grants Fund	(1,176,868)	5,299,910	2,260,470	1,861,870			702
242	Misc Grant/Developer Contrib	2,850,972	955,960	169,270	544,150			3,093,512
2XX	Measure H Allocation	-	604,550	604,550	-			-
243	Federal Home Program	7,898,494	374,580	358,350	-			7,914,724
244	Federal Jobs Programs	(18,012)	105,520	87,500	-			8
245	HOME ARP Fund	(1,355)	57,590	23,400	-			32,835
250	Park Assessments Fund	2,797,415	3,129,100	2,604,550	627,250			2,694,715
251	Landscape Maintenance Fund	14,021,830	7,463,000	8,015,750	250,000			13,219,080
252	Street Lighting Assmnt Distr	20,327,807	1,300,400	1,141,700	-			20,486,507
253	Drainage Benefit Assessment	1,377,967	151,700	48,000	-			1,481,667
254	Sewer Maint Assessment Dist	30,166,683	6,540,700	4,723,370	705,720	9,050,005		22,228,288
255	Street Light County District	15,649,854	3,569,500	4,032,860	-			15,186,494
256	Street Light Dist #2 Anaverde	866,390	185,200	200,270	-			851,320
257	Street Light Dist #3 Ritter	345,370	72,100	99,170	-			318,300
258	Enhanced Infrastructure Financing Dis	297,756	389,040	-	-			686,796
259	CFD 2022-1 Maintenance Service Dis	-	16,500	16,500	-			-
260	Solid Waste	1,077,751	852,960	806,930	-			1,123,781
280	CDBG Fund	2,137,433	1,375,500	1,257,670	130,000			2,125,263
281	SAVES Grant Fund	(8,512)	50,000	41,490	-			(2)
291	Housing Authority Fund	1,456,441	78,750	71,010	-			1,464,181
292	Housing Facilities Fund	(2,462,215)	8,244,400	7,452,230	336,000			(2,006,045)
293	Housing Asset Fund	49,686,425	1,902,640	3,662,120	609,070			47,317,875
300	Water Park	4,087,392	2,459,940	2,032,120	15,000			4,500,212
350	Palmdale CCA	(1,078,410)	68,286,990	68,330,220	-	2,049,910		(3,171,550)
460	Successor Agency	8,730,744	71,263,250	66,193,740	-			13,800,254
480	AD88-1 10Th St West Improv	(65,787)	-	-	-			(65,787)
481	AD90-2 7Th St West Improvement	146,247	-	-	20,640			125,607
482	CFD 2003-1 Improvement Fund	13,093	-	-	-			13,093
483	CFD 91-1 Sierra Gateway Improv	158,266	-	-	-			158,266
484	CFD 93-1 Ritter Ranch Impr Fund	2,670,897	17,000	-	-			2,687,897
524	Debt Svc-Revenue Bonds	-	10,000	-	-			10,000
525	Debt Svc-PFA	124	4,896,360	4,896,130	-			354
580	OPEB Fiduciary Trust Funds	4,524,040	374,000	395,000	-			4,503,040
710	Palmdale Community Foundation	236,486	57,170	73,770	-			219,886
730	AD 88-1 10Th St West Redemption	67,885	5,000	-	-			72,885
732	AD 90-2 7Th St West Redemption	(125,572)	3,000	-	-			(122,572)
733	AD 87-1 Rancho Vista Rdmpt Fund	128,037	2,000	-	-			130,037
734	CFD 03-1 Anaverde Redemption	1,953,387	1,546,000	1,544,900	-			1,954,487
735	CFD 2005-1 Redemption Fund	1,685,706	1,069,830	969,200	-			1,786,336
736	CFD 91-1 Sierra Gateway Redempt	(74,481)	87,660	111,920	-			(98,741)
737	AD 91-2 52Nd St West Redemption	23,128	400	-	-			23,528
738	CFD 93-1 Ritter Ranch Rdmpt Fnd	237,403	2,500	50,580	-			189,323
739	AD 2006-01 Godde Hill Rdmp Fd	271,332	136,720	137,600	-			270,452
740	CFD 16-1 Joshua Ranch Wtr Rdmp	2,287,550	847,300	833,400	-			2,301,450
	Total	**394,975,472**	**439,990,640**	**350,381,940**	**105,011,010**	**59,359,224**	**30,000,000**	**290,213,938**

CITY OF PALMDALE
ESTIMATED FUND BALANCE
FISCAL YEAR 2025

Fund	Fund Description	FY 2025 Beginning Available Fund Balance	FY 2025 Revenues	FY 2025 Operating Expenditures	FY 2025 Capital Expenditures	Reserve Requirement	Nonspendable, Restricted and Assigned	FY 2025 Projected Ending Available Fund Balance
101, 150, 151	General Fund	88,949,320	117,290,080	116,505,310	7,026,950	37,059,678	30,000,000	15,647,462
153	Information Technology	3,930,952	5,170,070	4,184,070	736,000	3,300,000		880,952
154	Fleet Maintenance	4,971,397	3,600,800	1,688,300	1,727,500	4,000,000		1,156,397
156	Public Art Fund	1,589,820	250,000	110,380	235,000			1,494,440
157	Measure AV	17,272,308	22,888,000	14,937,900	21,165,730	3,610,363		446,315
158	American Rescue Funds	716,665	7,052,440	935,270	5,732,170			1,101,665
200	PEG Fund	669,089	265,000	154,740	200,000			579,349
201	Gas Tax Fund	5,866,537	4,869,040	1,677,600	6,169,430			2,888,547
202	Public Safety Fund	1,937,168	732,500	150,000	-			2,519,668
203	Prop A Fund	7,306,463	4,696,690	6,033,580	5,897,340			72,233
204/214	Prop C Funds	13,927,732	8,124,220	579,600	5,669,320			15,803,032
205	Air Quality Improvement Fund	322,967	220,000	-	23,000			519,967
206	Local Transp Fund Art 3	195,857	222,760	-	409,000			9,617
207	Local Transp Fund Art 8	135,874	10,049,030	9,790,740	298,300			95,864
208/218	Measure R Funds	11,171,172	97,639,550	-	95,982,800			12,827,922
209/219	Measure M Funds	8,840,236	8,834,270	-	6,609,100			11,065,406
210	Road Maint & Rehab Acct Fund	3,109,035	4,337,560	-	6,541,380			905,215
211	Measure A LA County Parks	-	1,445,000	-	1,445,000			-
220	Park Development Fund	9,594	1,550,000	269,600	617,000			672,994
221	Traffic Impact Fund	2,371,585	310,000	-	100,000			2,581,585
222	Drainage Funds	15,377,151	1,117,300	127,900	7,702,240			8,664,311
227	Fire Facilities Impact Fund	10,154,270	750,000	37,500	-			10,866,770
228	Sewer Upgrade Fund	382,095	-	-	334,110			47,985
229	Public Facilities Fund	1,757,499	495,000	-	320,470			1,932,029
240	Federal Funds Fund	3	14,209,690	-	14,154,820			54,873
241	State Grants Fund	702	2,508,120	1,586,510	455,000			467,312
242	Misc Grant/Developer Contrib	3,093,512	4,312,250	315,290	4,591,850			2,498,622
2XX	Measure H Allocation	-	567,910	567,910	-			-
243	Federal Home Program	7,914,724	2,905,000	2,905,370	-			7,914,354
244	Federal Jobs Programs	8	94,120	94,000	-			128
245	HOME ARP Fund	32,835	2,033,460	2,033,830	-			32,465
250	Park Assessments Fund	2,694,715	3,135,700	2,670,400	256,540			2,903,475
251	Landscape Maintenance Fund	13,219,080	7,590,380	9,071,310	-			11,738,150
252	Street Lighting Assmnt Distr	20,486,507	1,336,950	1,191,320	-			20,632,137
253	Drainage Benefit Assessment	1,481,667	156,700	49,200	-			1,589,167
254	Sewer Maint Assessment Dist	31,278,293	6,541,000	4,320,040	10,012,090	9,383,488		14,103,675
255	Street Light County District	15,186,494	3,680,570	4,284,950	-			14,582,114
256	Street Light Dist #2 Anaverde	851,320	191,320	213,850	-			828,790
257	Street Light Dist #3 Ritter	318,300	74,480	113,640	-			279,140
258	Enhanced Infrastructure Financing Dist.	686,796	300,000	-	-			986,796
259	CFD 2022-1 Maintenance Service Dist.	-	22,030	22,030	-			-
260	Solid Waste	1,123,781	1,429,990	1,457,800	-			1,095,971
280	CDBG Fund	2,125,263	4,562,480	2,466,140	946,850			3,274,753
281	SAVES Grant Fund	(2)	50,000	50,000	-			(2)
291	Housing Authority Fund	1,464,181	94,600	105,510	-			1,453,271
292	Housing Facilities Fund	(2,006,045)	8,485,750	7,733,440	355,000			(1,608,735)
293	Housing Asset Fund	47,317,875	1,964,170	7,128,320	1,050,000			41,103,725
300	Water Park	4,500,212	2,488,000	2,166,530	1,661,000			3,160,682
350	Palmdale CCA	(1,121,640)	71,701,340	67,799,970	-	2,034,000		745,730
460	Successor Agency	13,800,254	73,606,310	74,019,540	-			13,387,024
480	AD88-1 10Th St West Improv	(65,787)	-	-	-			(65,787)
481	AD90-2 7Th St West Improvement	125,607	-	-	-			125,607
482	CFD 2003-1 Improvement Fund	13,093	-	-	-			13,093
483	CFD 91-1 Sierra Gateway Improv	158,266	-	-	-			158,266
484	CFD 93-1 Ritter Ranch Impr Fund	2,687,897	19,000	-	-			2,706,897
487	CFD 2022-3 Ritter Redemption	-	52,300	-	-			52,300
524	Debt Svc-Revenue Bonds	10,000	10,000	-	-			20,000
525	Debt Svc-PFA	354	5,168,680	5,168,510	-			524
580	OPEB Fiduciary Trust Funds	4,503,040	380,000	400,000	-			4,483,040
710	Palmdale Community Foundation	219,886	60,500	266,420	-			13,966
730	AD 88-1 10Th St West Redemption	72,885	5,000	-	-			77,885
732	AD 90-2 7Th St West Redemption	(122,572)	3,000	-	-			(119,572)
733	AD 87-1 Rancho Vista Rdmpt Fund	130,037	2,000	-	-			132,037
734	CFD 03-1 Anaverde Redemption	1,954,487	1,551,100	1,532,500	-			1,973,087
735	CFD 2005-1 Redemption Fund	1,786,336	1,080,400	973,500	-			1,893,236
736	CFD 91-1 Sierra Gateway Redempt	(98,741)	87,660	116,720	-			(127,801)
737	AD 91-2 52Nd St West Redemption	23,528	400	-	-			23,928
738	CFD 93-1 Ritter Ranch Rdmpt Fnd	189,323	1,500	52,910	-			137,913
739	AD 2006-01 Godde Hill Rdmp Fd	270,452	139,450	137,490	-			272,412
740	CFD 16-1 Joshua Ranch Wtr Rdmp	2,301,450	855,700	874,450	-			2,282,700
741	CFD 2022-2 Ritter Ranch Improv	-	3,040,400	-	-			3,040,400
	Total	**379,573,162**	**528,408,720**	**359,071,890**	**208,424,990**	**59,387,529**	**30,000,000**	**251,097,473**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
REVENUES-ALL FUNDS (Actuals through Q3 FY24)

	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
60	PROPERTY TAXES	90,526,566	103,684,186	102,344,322	102,364,040	105,721,710	3,357,670	3.3%
61	SALES & USE TAXES	62,973,812	63,427,168	50,524,669	65,622,530	65,806,270	183,740	0.3%
62	OTHER TAXES	6,821,624	7,931,808	8,037,032	8,643,340	8,931,600	288,260	3.3%
63	TRANSIENT OCC TAX	5,540,832	4,608,941	4,034,978	4,896,000	4,950,000	54,000	1.1%
64	FRANCHISE FEES	6,567,427	7,830,872	7,833,098	8,456,870	17,631,960	9,175,090	108.5%
65	GRANTS	13,106,047	29,861,992	11,873,895	60,452,390	149,232,670	88,780,280	146.9%
66	DEVELOPER CONTRIB	51,380	17,690	198,677	223,100	50,000	(173,100)	-77.6%
67	COUNTY CONTRIB	320,843	295,903	263,117	3,627,260	2,162,910	(1,464,350)	-40.4%
68	STATE CONTRIBUTIONS	-	-	-	1,000	1,000	-	0.0%
69	OTHER AGENCY CONTRIB	766,094	522,378	1,277,168	393,750	3,948,250	3,554,500	902.7%
71	USE OF PROPERTY	12,671,239	16,279,987	17,844,004	13,381,020	13,835,430	454,410	3.4%
72	FAIR VALUE OF INVEST	(11,066,442)	(1,751,064)	-	-	-	-	0.0%
75	PARK DEVELOPMENT FEE	2,413,127	1,339,284	686,671	1,000,000	1,500,000	500,000	50.0%
76	DRAINAGE FEES	2,192,979	1,397,889	5,064,124	5,033,280	627,000	(4,406,280)	-87.5%
77	SEWER UPGRADE FEES	-	900	2,130	900	900	-	0.0%
78	TRAFFIC IMPACT FEES	891,289	677,674	2,034,480	2,034,480	300,000	(1,734,480)	-85.3%
79	FACILITY IMPACT FEE	1,422,618	798,263	2,088,004	2,088,000	1,190,000	(898,000)	-43.0%
80	LICENSES AND PERMITS	6,417,117	5,690,705	7,194,923	7,295,490	5,123,180	(2,172,310)	-29.8%
81	CHRGS FOR SERVICES	4,125,941	33,308,633	57,518,051	72,180,670	75,753,360	3,572,690	4.9%
82	DEV CHRGS FOR SVCS	2,716,054	3,852,193	3,091,089	3,115,710	2,664,150	(451,560)	-14.5%
83	FINES & FORFEITURES	1,167,735	1,148,943	1,063,142	1,079,490	1,287,110	207,620	19.2%
84	SPECIAL ASSESSMENTS	22,687,355	24,069,984	24,655,644	24,457,200	27,893,230	3,436,030	14.0%
90	OTHER - REVENUE	4,235,091	5,197,303	11,234,819	12,717,410	10,740,140	(1,977,270)	-15.5%
95	GN/LS-SALE OF ASSET	(561,355)	113,064	56,170	741,200	-	(741,200)	-100.0%
98	TRANSFERS IN	18,208,135	24,009,476	4,075,266	40,185,510	29,057,850	(11,127,660)	-27.7%
Grand Total		**254,195,509**	**334,314,172**	**322,995,472**	**439,990,640**	**528,408,720**	**88,418,080**	**20.1%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
REVENUES-GENERAL FUND (Actuals through Q3 FY24)

	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
60	PROPERTY TAXES	27,498,407	29,208,527	30,899,895	31,384,350	31,738,000	353,650	1.1%
61	SALES & USE TAXES	27,799,318	27,808,626	18,299,795	27,770,810	28,187,240	416,430	1.5%
63	TRANSIENT OCC TAX	5,540,832	4,608,941	4,034,978	4,896,000	4,950,000	54,000	1.1%
64	FRANCHISE FEES	6,303,923	7,595,391	7,715,626	8,191,870	17,366,960	9,175,090	112.0%
65	GRANTS	18,753	908	-	-	-	-	0.0%
69	OTHER AGENCY CONTRIB	43,250	500,358	33,750	50,000	50,000	-	0.0%
71	USE OF PROPERTY	2,763,309	3,783,921	1,712,036	3,028,590	3,441,330	412,740	13.6%
72	FAIR VALUE OF INVEST	(3,635,505)	(654,783)	-	-	-	-	0.0%
80	LICENSES AND PERMITS	6,350,339	5,525,829	7,106,567	7,181,890	5,009,580	(2,172,310)	-30.2%
81	CHRGS FOR SERVICES	988,381	1,524,521	1,198,879	1,234,810	1,276,100	41,290	3.3%
82	DEV CHRGS FOR SVCS	2,657,376	3,190,946	2,754,489	2,779,110	2,414,150	(364,960)	-13.1%
83	FINES & FORFEITURES	881,764	784,947	781,483	755,290	962,910	207,620	27.5%
90	OTHER - REVENUE	3,370,990	4,014,234	10,790,663	11,249,880	9,230,000	(2,019,880)	-18.0%
95	GN/LS-SALE OF ASSET	341,784	-	-	-	-	-	0.0%
98	TRANSFERS IN	10,344,639	14,281,368	2,137,286	24,423,610	12,663,810	(11,759,800)	-48.1%
Grand Total		**91,267,560**	**102,173,734**	**87,465,444**	**122,946,210**	**117,290,080**	**(5,656,130)**	**-4.6%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS (Actuals through Q3 FY24, Excluding Transfers)

	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
10	SALARIES	23,032,221	29,319,718	26,980,587	30,949,860	33,988,460	3,038,600	9.8%
11	BENEFITS	9,996,939	11,606,647	12,064,280	14,320,140	16,095,810	1,775,670	12.4%
15	ORG DEVELOPMENT	521,485	547,800	584,103	940,410	1,089,300	148,890	15.8%
20	OPERATING EXP	12,773,055	20,659,367	26,055,060	37,106,530	29,230,120	(7,876,410)	-21.2%
21	CONTRACT SERVICES	20,425,410	54,708,730	67,932,023	101,170,140	106,760,030	5,589,890	5.5%
22	SOFTWARE	1,714,893	1,222,547	2,051,297	2,814,500	2,941,860	127,360	4.5%
23	CAPITAL OUTLAY	265,216	614,608	350,528	616,270	607,060	(9,210)	-1.5%
24	COUNTY CONTRACTS	29,610,842	30,468,171	27,491,926	34,067,570	35,730,060	1,662,490	4.9%
25	UTILITIES	6,595,602	6,970,353	5,987,946	8,634,670	8,828,880	194,210	2.2%
26	PROGRAM EXP	390,183	2,256,227	2,134,006	4,390,350	9,858,430	5,468,080	124.5%
30	INTER-GOV SHARING	50,646,105	61,704,794	59,495,693	52,044,210	61,402,480	9,358,270	18.0%
40	CAPITAL	20,379,998	27,598,709	37,941,971	105,011,010	208,424,990	103,413,980	98.5%
50	DEBT SERVICE	20,180,709	20,670,899	21,987,850	21,891,780	22,231,550	339,770	1.6%
59	TRANSFERS OUT	2,125,273	2,525,189	18,297	4,714,790	4,810,060	95,270	2.0%
Grand Total		**198,657,931**	**270,873,760**	**291,075,565**	**418,672,230**	**541,999,090**	**123,326,860**	**29.5%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-GENERAL FUND (Actuals through Q3 FY24, Excluding Transfers)

	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
10	SALARIES	16,076,422	16,911,481	16,047,845	18,790,740	20,666,160	1,875,420	10.0%
11	BENEFITS	6,491,687	6,224,728	6,938,571	8,413,730	9,314,190	900,460	10.7%
15	ORG DEVELOPMENT	421,321	443,528	428,401	703,950	809,320	105,370	15.0%
20	OPERATING EXP	5,881,613	8,841,748	18,977,707	21,520,610	13,163,200	(8,357,410)	-38.8%
21	CONTRACT SERVICES	10,006,471	13,729,796	11,950,034	17,608,810	21,915,620	4,306,810	24.5%
22	SOFTWARE	1,857	1,635	1,781	2,100	3,000	900	42.9%
23	CAPITAL OUTLAY	78,023	103,468	63,679	212,970	202,210	(10,760)	-5.1%
24	COUNTY CONTRACTS	22,007,204	17,256,289	19,627,787	24,420,460	27,964,940	3,544,480	14.5%
25	UTILITIES	2,016,585	2,316,350	1,946,229	2,926,560	2,978,870	52,310	1.8%
40	CAPITAL	1,075,359	1,721,670	1,974,274	1,929,210	7,026,950	5,097,740	264.2%
50	DEBT SERVICE	2,289,380	2,312,865	2,277,802	2,315,830	2,291,600	(24,230)	-1.0%
59	TRANSFERS OUT	9,522,750	13,472,978	655,666	27,728,270	17,196,200	(10,532,070)	-38.0%
Grand Total		**75,868,671**	**83,336,535**	**80,889,776**	**126,573,240**	**123,532,260**	**(3,040,980)**	**-2.4%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
1. City Council								
CITY COUNCIL	SALARIES	130,890	151,617	230,973	265,730	198,380	(67,350)	-25.3%
	BENEFITS	144,583	114,445	140,515	195,300	210,600	15,300	7.8%
	ORG DEVELOPMENT	30,449	29,175	17,665	42,200	53,000	10,800	25.6%
	OPERATING EXP	1,329	3,029	43,794	77,700	77,700	-	0.0%
	CAPITAL OUTLAY	-	-	243	1,000	1,000	-	0.0%
	UTILITIES	486	3,510	4,259	3,000	3,000	-	0.0%
	TRANSFERS OUT	44,590	54,450	-	78,170	81,180	3,010	3.9%
CITY COUNCIL Total		**352,326**	**356,226**	**437,449**	**663,100**	**624,860**	**(38,240)**	**-5.8%**
1. City Council Total		**352,326**	**356,226**	**437,449**	**663,100**	**624,860**	**(38,240)**	**-5.8%**
2. City Attorney								
CITY ATTORNEY	SALARIES	1,149,293	245,915	72,076	72,100	300	(71,800)	-99.6%
	BENEFITS	353,974	119,182	32,588	34,000	500	(33,500)	-98.5%
	ORG DEVELOPMENT	27,976	22,784	12,055	18,100	8,000	(10,100)	-55.8%
	OPERATING EXP	2,598	2,652	1,951	4,000	4,000	-	0.0%
	CONTRACT SERVICES	889,223	1,796,160	1,376,151	1,976,500	1,931,500	(45,000)	-2.3%
	CAPITAL OUTLAY	-	-	-	1,000	1,000	-	0.0%
	UTILITIES	1,364	1,027	734	1,000	-	(1,000)	-100.0%
	TRANSFERS OUT	53,630	65,359	-	93,800	97,430	3,630	3.9%
CITY ATTORNEY Total		**2,478,058**	**2,253,078**	**1,495,554**	**2,200,500**	**2,042,730**	**(157,770)**	**-7.2%**
2. City Attorney Total		**2,478,058**	**2,253,078**	**1,495,554**	**2,200,500**	**2,042,730**	**(157,770)**	**-7.2%**
3. City Manager Department								
CITY CLERK	SALARIES	424,403	563,624	559,979	569,250	421,750	(147,500)	-25.9%
	BENEFITS	181,894	223,629	228,641	232,900	202,400	(30,500)	-13.1%
	ORG DEVELOPMENT	15,610	17,093	15,939	14,910	19,450	4,540	30.4%
	OPERATING EXP	7,457	13,324	10,794	16,000	13,360	(2,640)	-16.5%
	CONTRACT SERVICES	284,323	271,576	53,121	71,050	240,200	169,150	238.1%
	CAPITAL OUTLAY	795	-	1,057	1,500	1,500	-	0.0%
	UTILITIES	-	491	456	500	500	-	0.0%
	TRANSFERS OUT	98,230	119,830	-	171,970	178,620	6,650	3.9%
CITY CLERK Total		**1,012,711**	**1,209,566**	**869,988**	**1,078,080**	**1,077,780**	**(300)**	**0.0%**
CITY MANAGER	SALARIES	1,312,532	1,090,338	1,072,775	1,306,300	1,474,500	168,200	12.9%
	BENEFITS	435,581	411,168	466,338	583,140	724,440	141,300	24.2%
	ORG DEVELOPMENT	71,185	34,661	57,554	60,300	134,940	74,640	123.8%
	OPERATING EXP	336,293	1,323,327	11,609	37,100	90,100	53,000	142.9%
	CONTRACT SERVICES	413	-	9,495	138,000	256,000	118,000	85.5%
	CAPITAL OUTLAY	1,258	3,978	1,379	5,000	5,000	-	0.0%
	UTILITIES	2,178	1,202	1,633	2,000	2,060	60	3.0%
	TRANSFERS OUT	74,300	68,282	-	100,650	104,650	4,000	4.0%
CITY MANAGER Total		**2,233,739**	**2,932,958**	**1,620,784**	**2,232,490**	**2,791,690**	**559,200**	**25.0%**
COMMUNICATIONS	SALARIES	553,056	500,989	387,488	406,100	144,100	(262,000)	-64.5%
	BENEFITS	272,409	237,230	138,060	151,280	69,780	(81,500)	-53.9%
	ORG DEVELOPMENT	4,129	13,606	7,805	11,100	5,800	(5,300)	-47.7%
	OPERATING EXP	1,646	4,726	1,129	5,000	3,000	(2,000)	-40.0%
	CONTRACT SERVICES	353,585	312,768	710,449	1,338,000	1,752,000	414,000	30.9%
	CAPITAL OUTLAY	13,371	-	-	5,000	2,000	(3,000)	-60.0%
	UTILITIES	1,869	2,252	1,000	950	600	(350)	-36.8%
	TRANSFERS OUT	53,630	65,359	34	93,800	97,430	3,630	3.9%
COMMUNICATIONS Total		**1,253,694**	**1,136,929**	**1,245,964**	**2,011,230**	**2,074,710**	**63,480**	**3.2%**
LEGISLATIVE AFFAIRS	SALARIES	164,880	466,601	147,397	171,500	120,000	(51,500)	-30.0%
	BENEFITS	75,492	122,098	29,364	41,900	63,800	21,900	52.3%
	ORG DEVELOPMENT	100	10,375	6,835	7,790	9,600	1,810	23.2%
	OPERATING EXP	-	752	-	-	-	-	0.0%
	CONTRACT SERVICES	152,325	346,300	160,000	277,200	317,000	39,800	14.4%
	UTILITIES	-	-	-	780	780	-	0.0%
LEGISLATIVE AFFAIRS Total		**392,798**	**946,125**	**343,597**	**499,170**	**511,180**	**12,010**	**2.4%**
RECORDS MANAGEMENT	SALARIES	1,208	70,356	55,125	72,910	73,030	120	0.2%
	BENEFITS	23	18,626	6,169	6,100	47,020	40,920	670.8%
	ORG DEVELOPMENT	200	-	-	-	1,500	1,500	0.0%
	OPERATING EXP	2,639	2,435	1,649	6,350	8,700	2,350	37.0%
	CONTRACT SERVICES	8,706	15,764	12,296	12,550	8,850	(3,700)	-29.5%
	CAPITAL OUTLAY	-	-	-	1,000	1,000	-	0.0%
	UTILITIES	7,956	12,093	9,823	14,000	14,000	-	0.0%
RECORDS MANAGEMENT Total		**20,732**	**119,274**	**85,063**	**112,910**	**154,100**	**41,190**	**36.5%**
3. City Manager Department Total		**4,913,674**	**6,344,853**	**4,165,396**	**5,933,880**	**6,609,460**	**675,580**	**11.4%**
4. Operations Department								
ASSESSMENT DIST / CFD	CONTRACT SERVICES	696,784	747,524	876,311	1,087,500	1,122,040	34,540	3.2%
	DEBT SERVICE	2,457,545	2,354,682	1,871,082	2,361,700	2,356,950	(4,750)	-0.2%
	TRANSFERS OUT	120,900	122,700	-	214,900	230,610	15,710	7.3%
ASSESSMENT DIST / CFD Total		**3,275,229**	**3,224,906**	**2,747,394**	**3,664,100**	**3,709,600**	**45,500**	**1.2%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
FINANCE	SALARIES	1,126,230	1,171,532	1,204,087	1,354,600	1,485,200	130,600	9.6%
	BENEFITS	518,728	565,170	619,678	707,200	695,100	(12,100)	-1.7%
	ORG DEVELOPMENT	15,177	20,206	26,039	62,820	78,500	15,680	25.0%
	OPERATING EXP	43,472	22,421	299,440	303,500	34,500	(269,000)	-88.6%
	CONTRACT SERVICES	654,191	652,462	564,985	962,460	868,100	(94,360)	-9.8%
	CAPITAL OUTLAY	-	19,184	5,075	23,820	17,000	(6,820)	-28.6%
	UTILITIES	487	1,326	1,385	2,000	2,000	-	0.0%
	DEBT SERVICE	278,551	197,519	-	199,420	189,420	(10,000)	-5.0%
	TRANSFERS OUT	4,756,896	5,953,879	2,072,055	5,698,270	4,893,590	(804,680)	-14.1%
FINANCE Total		**7,393,733**	**8,603,698**	**4,792,743**	**9,314,090**	**8,263,410**	**(1,050,680)**	**-11.3%**
GENERAL CITY	SALARIES	-	314,631	56,432	66,200	1,216,700	1,150,500	1737.9%
	BENEFITS	176,221	189,339	214,927	286,100	286,800	700	0.2%
	ORG DEVELOPMENT	105,467	93,801	105,844	190,500	152,000	(38,500)	-20.2%
	OPERATING EXP	600,565	1,067,285	370,234	996,500	3,004,300	2,007,800	201.5%
	CONTRACT SERVICES	213,500	285,537	304,453	720,800	583,000	(137,800)	-19.1%
	CAPITAL OUTLAY	-	2,178	-		-	-	0.0%
	UTILITIES	122,690	91,366	61,446	101,500	101,500	-	0.0%
	CAPITAL	-	-	1,697,203	1,717,860	6,100,000	4,382,140	255.1%
	DEBT SERVICE	5,982,510	6,072,168	9,687,175	7,211,960	7,460,110	248,150	3.4%
	TRANSFERS OUT	7,220,136	10,657,493	604,422	23,159,230	12,410,780	(10,748,450)	-46.4%
GENERAL CITY Total		**14,421,089**	**18,773,798**	**13,102,135**	**34,450,650**	**31,315,190**	**(3,135,460)**	**-9.1%**
HUMAN RESOURCES	SALARIES	453,080	571,096	573,686	668,590	595,690	(72,900)	-10.9%
	BENEFITS	183,567	231,409	258,246	360,500	314,300	(46,200)	-12.8%
	ORG DEVELOPMENT	14,700	16,143	4,977	17,350	19,700	2,350	13.5%
	OPERATING EXP	1,326,089	1,906,624	1,488,864	1,700,200	2,265,850	565,650	33.3%
	CONTRACT SERVICES	990,961	1,188,812	1,223,292	1,366,100	1,521,400	155,300	11.4%
	CAPITAL OUTLAY	758	-	-	8,500	7,560	(940)	-11.1%
	TRANSFERS OUT	62,550	76,255	-	109,440	113,660	4,220	3.9%
HUMAN RESOURCES Total		**3,031,705**	**3,990,338**	**3,549,065**	**4,230,680**	**4,838,160**	**607,480**	**14.4%**
INFORMATION TECHNOLOGY	SALARIES	809,057	894,645	688,297	771,300	786,400	15,100	2.0%
	BENEFITS	425,661	436,970	340,200	384,050	394,650	10,600	2.8%
	ORG DEVELOPMENT	3,429	11,684	9,384	10,000	10,000	-	0.0%
	OPERATING EXP	226,482	989,776	9,851	15,000	15,000	-	0.0%
	CONTRACT SERVICES	28,605	38,725	78,177	108,000	108,000	-	0.0%
	SOFTWARE	1,713,037	1,210,212	2,049,516	2,801,400	2,927,860	126,460	4.5%
	CAPITAL OUTLAY	126,235	416,537	151,537	155,000	155,000	-	0.0%
	UTILITIES	12,285	76,628	97,201	96,900	96,900	-	0.0%
	CAPITAL	-	-	606,998	900,000	936,000	36,000	4.0%
INFORMATION TECHNOLOGY Total		**3,344,791**	**4,075,177**	**4,031,161**	**5,241,650**	**5,429,810**	**188,160**	**3.6%**
RISK MANAGEMENT	SALARIES	-	-	-	57,200	212,500	155,300	271.5%
	BENEFITS	-	-	-	32,900	122,100	89,200	271.1%
	ORG DEVELOPMENT	-	385	2,977	6,900	28,460	21,560	312.5%
	OPERATING EXP	3,048,529	4,929,155	15,468,616	16,517,150	5,097,480	(11,419,670)	-69.1%
	CONTRACT SERVICES	503,383	1,011,062	861,162	1,072,750	858,250	(214,500)	-20.0%
	CAPITAL OUTLAY	-	-	-	5,000	1,500	(3,500)	-70.0%
RISK MANAGEMENT Total		**3,551,912**	**5,940,602**	**16,332,755**	**17,691,900**	**6,320,290**	**(11,371,610)**	**-64.3%**
SUCCESSOR AGENCY	SALARIES	574	-	-	-	-	-	0.0%
	BENEFITS	388	-	-		-	-	0.0%
	OPERATING EXP	2,456,741	61	1,635,344	1,635,580	200	(1,635,380)	-100.0%
	CONTRACT SERVICES	1,169,175	1,188,797	1,219,879	1,224,470	1,248,430	23,960	2.0%
	UTILITIES	108,568	97,506	95,922	107,100	107,100	-	0.0%
	PROGRAM EXP	-	-	-	365,000	365,000	-	0.0%
	INTER-GOV SHARING	50,646,105	61,704,794	59,495,693	52,044,210	61,402,480	9,358,270	18.0%
	DEBT SERVICE	10,220,185	10,224,186	9,055,985	10,469,200	10,549,580	80,380	0.8%
	TRANSFERS OUT	131,367	513,598	32,885	348,180	346,750	(1,430)	-0.4%
SUCCESSOR AGENCY Total		**64,733,103**	**73,728,942**	**71,535,708**	**66,193,740**	**74,019,540**	**7,825,800**	**11.8%**
PALMDALE COMMUNITY FOUNDATION	OPERATING EXP	47,611	162,799	58,080	73,770	266,420	192,650	261.1%
PALMDALE COMMUNITY FOUNDATION Total		**47,611**	**162,799**	**58,080**	**73,770**	**266,420**	**192,650**	**261.1%**
AMERICAN RESCUE PLAN ACT	SALARIES	-	1,005,500	-	-	-	-	0.0%
	OPERATING EXP	74,837	4,082,652	1,649,853	5,583,780	850,000	(4,733,780)	-84.8%
	CONTRACT SERVICES	49,533	385,367	158,813	779,980	74,470	(705,510)	-90.5%
	CAPITAL OUTLAY	-	2,862	27,216	47,000	-	(47,000)	-100.0%
	COUNTY CONTRACTS	-	4,500,000	1,666,667	2,000,000	-	(2,000,000)	-100.0%
	UTILITIES	451	5,255	2,170	10,800	10,800	-	0.0%
	CAPITAL	4,850	-	-		-	-	0.0%
AMERICAN RESCUE PLAN ACT Total		**129,670**	**9,981,636**	**3,504,719**	**8,421,560**	**935,270**	**(7,486,290)**	**-88.9%**
4. Operations Department Total		**99,928,843**	**128,481,897**	**119,653,760**	**149,282,140**	**135,097,690**	**(14,184,450)**	**-9.5%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
5. Economic and Community Development								
ADMIN - ECONOMIC DEVELOPMENT	SALARIES	210,201	313,031	438,147	503,600	542,500	38,900	7.7%
	BENEFITS	76,760	111,061	187,336	220,480	252,680	32,200	14.6%
	ORG DEVELOPMENT	9,829	9,614	10,520	14,500	14,500	-	0.0%
	OPERATING EXP	6,164	7,372	6,894	7,500	7,500	-	0.0%
	CONTRACT SERVICES	2,475	44,107	24,334	35,000	50,000	15,000	42.9%
	UTILITIES	42	-	499	1,300	1,300	-	0.0%
	TRANSFERS OUT	116,060	141,614	-	203,240	211,090	7,850	3.9%
ADMIN - ECONOMIC DEVELOPMENT Total		**421,531**	**626,798**	**667,730**	**985,620**	**1,079,570**	**93,950**	**9.5%**
BUILDING AND SAFETY	SALARIES	1,096,780	1,321,488	1,298,304	1,467,000	1,435,200	(31,800)	-2.2%
	BENEFITS	608,588	652,211	664,929	770,300	793,400	23,100	3.0%
	ORG DEVELOPMENT	33,217	33,684	14,544	34,700	42,700	8,000	23.1%
	OPERATING EXP	3,357	4,123	640	4,500	4,500	-	0.0%
	CONTRACT SERVICES	373,542	702,975	450,870	750,750	750,750	-	0.0%
	CAPITAL OUTLAY	-	822	2,655	6,000	4,000	(2,000)	-33.3%
	UTILITIES	6,537	5,923	6,017	6,000	5,800	(200)	-3.3%
	TRANSFERS OUT	174,600	209,309	-	332,300	346,460	14,160	4.3%
BUILDING AND SAFETY Total		**2,296,622**	**2,930,535**	**2,437,959**	**3,371,550**	**3,382,810**	**11,260**	**0.3%**
ECONOMIC DEVELOPMENT	SALARIES	257,903	268,036	254,163	298,700	368,700	70,000	23.4%
	BENEFITS	150,366	139,568	119,538	143,050	173,300	30,250	21.1%
	ORG DEVELOPMENT	24,094	39,911	31,207	45,500	46,250	750	1.6%
	OPERATING EXP	401,142	585,029	131,746	520,260	3,965,260	3,445,000	662.2%
	CONTRACT SERVICES	325,574	769,674	280,254	517,360	549,000	31,640	6.1%
	CAPITAL OUTLAY	651	-	-	1,500	1,500	-	0.0%
	UTILITIES	578	632	1,059	900	1,400	500	55.6%
	TRANSFERS OUT	53,630	65,359	-	93,800	97,430	3,630	3.9%
ECONOMIC DEVELOPMENT Total		**1,213,938**	**1,868,209**	**817,966**	**1,621,070**	**5,202,840**	**3,581,770**	**221.0%**
PLANNING	SALARIES	820,539	902,373	749,589	879,300	1,003,000	123,700	14.1%
	BENEFITS	386,884	388,266	363,050	440,400	531,300	90,900	20.6%
	ORG DEVELOPMENT	6,679	19,278	12,168	23,740	20,540	(3,200)	-13.5%
	OPERATING EXP	2,539	8,433	4,641	12,300	12,300	-	0.0%
	CONTRACT SERVICES	17,388	87,501	68,570	81,470	96,200	14,730	18.1%
	CAPITAL OUTLAY	2,152	2,233	2,509	3,000	3,000	-	0.0%
	UTILITIES	42	-	-	-	-	-	0.0%
	TRANSFERS OUT	107,150	130,718	-	187,610	194,850	7,240	3.9%
PLANNING Total		**1,343,373**	**1,538,802**	**1,200,527**	**1,627,820**	**1,861,190**	**233,370**	**14.3%**
PALMDALE FILM STAGES	OPERATING EXP	-	4,137	43,235	80,000	125,000	45,000	56.3%
	UTILITIES	-	-	15,169	27,950	27,950	-	0.0%
PALMDALE FILM STAGES Total		**-**	**4,137**	**58,404**	**107,950**	**152,950**	**45,000**	**41.7%**
5. Economic and Community Development Total		**5,275,463**	**6,968,481**	**5,182,586**	**7,714,010**	**11,679,360**	**3,965,350**	**51.4%**
6. Public Safety								
COMMUNITY COMPLIANCE	SALARIES	1,539,597	1,923,915	2,236,560	2,755,670	2,477,500	(278,170)	-10.1%
	BENEFITS	520,352	689,934	791,452	1,071,900	1,604,080	532,180	49.6%
	ORG DEVELOPMENT	6,231	11,275	11,611	16,000	16,000	-	0.0%
	OPERATING EXP	47,028	27,892	17,751	23,300	317,500	294,200	1262.7%
	CONTRACT SERVICES	68,856	77,087	76,220	446,950	2,752,670	2,305,720	515.9%
	CAPITAL OUTLAY	2,000	-	1,365	5,000	2,000	(3,000)	-60.0%
	COUNTY CONTRACTS	7,938	1,488	4,929	6,000	39,820	33,820	563.7%
	UTILITIES	13,315	14,274	17,997	25,850	32,800	6,950	26.9%
	CAPITAL	70,630	57,814	164,152	164,500	-	(164,500)	-100.0%
	TRANSFERS OUT	90,866	95,418	-	223,870	236,110	12,240	5.5%
COMMUNITY COMPLIANCE Total		**2,366,813**	**2,899,096**	**3,322,037**	**4,739,040**	**7,478,480**	**2,739,440**	**57.8%**
PUBLIC SAFETY	SALARIES	321,164	362,535	311,953	406,800	547,800	141,000	34.7%
	BENEFITS	211,786	203,342	194,089	254,900	331,600	76,700	30.1%
	ORG DEVELOPMENT	325	100	3,683	4,000	4,500	500	12.5%
	OPERATING EXP	6,788	14,684	12,826	172,750	376,000	203,250	117.7%
	CONTRACT SERVICES	7,808	1,460	3,762	7,600	8,300	700	9.2%
	CAPITAL OUTLAY	-	-	-	-	5,000	5,000	0.0%
	COUNTY CONTRACTS	29,602,904	25,966,683	25,820,330	32,061,570	35,690,240	3,628,670	11.3%
	UTILITIES	4,699	6,694	5,765	6,100	1,300	(4,800)	-78.7%
	CAPITAL	7,000	-	-	-	-	-	0.0%
PUBLIC SAFETY Total		**30,162,474**	**26,555,498**	**26,352,408**	**32,913,720**	**36,964,740**	**4,051,020**	**12.3%**
6. Public Safety Total		**32,529,287**	**29,454,594**	**29,674,446**	**37,652,760**	**44,443,220**	**6,790,460**	**18.0%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
7. Neighborhood Services								
AFFORDABLE HOUSING	SALARIES	371,117	381,399	411,625	545,400	727,710	182,310	33.4%
	BENEFITS	167,712	175,112	190,047	262,300	366,480	104,180	39.7%
	ORG DEVELOPMENT	4,593	17,280	16,285	21,480	26,000	4,520	21.0%
	OPERATING EXP	469,250	556,309	350,774	1,462,720	2,845,070	1,382,350	94.5%
	CONTRACT SERVICES	3,717,342	4,294,437	3,258,624	4,488,570	5,123,760	635,190	14.2%
	CAPITAL OUTLAY	10,136	54,060	18,578	24,500	33,000	8,500	34.7%
	UTILITIES	1,425,506	1,259,358	738,218	1,325,760	1,365,060	39,300	3.0%
	PROGRAM EXP	390,183	2,256,227	2,134,006	4,000,350	9,106,660	5,106,310	127.6%
	CAPITAL	331,026	364,018	762,484	945,070	1,451,850	506,780	53.6%
	DEBT SERVICE	277,395	278,951	87,663	363,500	364,000	500	0.1%
	TRANSFERS OUT	401,858	357,628	1,065,385	1,394,010	1,394,310	300	0.0%
AFFORDABLE HOUSING Total		**7,566,119**	**9,994,780**	**9,033,689**	**14,833,660**	**22,803,900**	**7,970,240**	**53.7%**
CDBG	SALARIES	-	170,758	221,467	196,620	46,300	(150,320)	-76.5%
	BENEFITS	-	20,779	18,407	19,490	21,300	1,810	9.3%
	ORG DEVELOPMENT	-	4,552	1,545	5,500	5,500	-	0.0%
	OPERATING EXP	-	65,143	81,061	210,250	1,128,240	917,990	436.6%
	CONTRACT SERVICES	-	99,825	55,147	133,120	123,870	(9,250)	-6.9%
	CAPITAL OUTLAY	-	-	-	100	100	-	0.0%
	UTILITIES	-	4,704	16,635	23,500	-	(23,500)	-100.0%
	PROGRAM EXP	-	-	-	25,000	386,770	361,770	1447.1%
	CAPITAL	-	795,275	-		-	-	0.0%
	DEBT SERVICE	-	579,095	321,874	321,880	347,520	25,640	8.0%
CDBG Total		**-**	**1,740,131**	**716,136**	**935,460**	**2,059,600**	**1,124,140**	**120.2%**
NEIGHBORHOOD SVCS	SALARIES	144,297	32,694	44,455	50,910	47,100	(3,810)	-7.5%
	BENEFITS	69,847	13,999	20,737	26,920	27,980	1,060	3.9%
	ORG DEVELOPMENT	670	512	104	1,000	1,000	-	0.0%
	OPERATING EXP	19,528	51,507	11,199	16,150	9,550	(6,600)	-40.9%
	CONTRACT SERVICES	111,576	114,067	97,379	620,400	553,310	(67,090)	-10.8%
	CAPITAL OUTLAY	-	-	-	1,500	1,500	-	0.0%
	UTILITIES	15,816	12,828	10,366	13,700	13,700	-	0.0%
	TRANSFERS OUT	348,190	424,842	-	609,720	633,280	23,560	3.9%
NEIGHBORHOOD SVCS Total		**709,924**	**650,448**	**184,240**	**1,340,300**	**1,287,420**	**(52,880)**	**-3.9%**
7. Neighborhood Services Total		**8,276,044**	**12,385,359**	**9,934,066**	**17,109,420**	**26,150,920**	**9,041,500**	**52.8%**
8. Parks & Recreation								
COMMUNITY PROGRAMS	SALARIES	369,445	323,016	272,156	415,300	547,300	132,000	31.8%
	BENEFITS	149,448	84,876	135,906	172,580	192,250	19,670	11.4%
	ORG DEVELOPMENT	4,324	2,190	1,573	6,350	6,350	-	0.0%
	OPERATING EXP	116,160	136,928	174,296	339,090	291,500	(47,590)	-14.0%
	CONTRACT SERVICES	4,434	5,921	3,574	4,500	4,500	-	0.0%
	UTILITIES	28,118	10,960	456		5,300	5,300	0.0%
COMMUNITY PROGRAMS Total		**671,929**	**563,892**	**587,961**	**937,820**	**1,047,200**	**109,380**	**11.7%**
EVENTS & CULTURE	SALARIES	772,946	1,032,378	1,156,830	1,449,470	1,526,260	76,790	5.3%
	BENEFITS	229,926	314,465	360,809	402,260	395,700	(6,560)	-1.6%
	ORG DEVELOPMENT	6,558	4,470	9,194	12,400	12,100	(300)	-2.4%
	OPERATING EXP	117,785	343,607	773,090	954,260	1,049,950	95,690	10.0%
	CONTRACT SERVICES	393,846	810,448	843,815	1,027,450	2,005,500	978,050	95.2%
	SOFTWARE	1,857	1,635	1,781	2,100	3,000	900	42.9%
	CAPITAL OUTLAY	6,693	27,550	19,838	45,800	47,500	1,700	3.7%
	UTILITIES	41,034	80,240	65,510	87,500	87,500	-	0.0%
	CAPITAL	13,459	-	31,939	36,400	38,000	1,600	4.4%
	TRANSFERS OUT	-	-	-	41,900	-	(41,900)	-100.0%
EVENTS & CULTURE Total		**1,584,104**	**2,614,791**	**3,262,805**	**4,059,540**	**5,165,510**	**1,105,970**	**27.2%**
LIBRARY	SALARIES	25,747	41,478	31,988	49,440	5,500	(43,940)	-88.9%
	BENEFITS	1,736	2,510	2,049	1,800	2,000	200	11.1%
	OPERATING EXP	249,705	243,850	253,836	360,520	376,000	15,480	4.3%
	CONTRACT SERVICES	1,023,507	1,061,350	1,077,123	1,108,950	1,218,730	109,780	9.9%
	CAPITAL OUTLAY	36,358	789	-	10,000	10,000	-	0.0%
	UTILITIES	63,889	55,964	46,276	56,900	68,700	11,800	20.7%
	TRANSFERS OUT	107,150	130,718	-	187,610	194,850	7,240	3.9%
LIBRARY Total		**1,508,093**	**1,536,659**	**1,411,271**	**1,775,220**	**1,875,780**	**100,560**	**5.7%**
PARKS & FACILITIES	SALARIES	1,600,081	2,035,422	1,919,705	2,204,030	2,248,260	44,230	2.0%
	BENEFITS	445,411	497,978	536,695	623,000	651,920	28,920	4.6%
	ORG DEVELOPMENT	22,751	13,794	22,209	26,360	32,860	6,500	24.7%
	OPERATING EXP	201,785	260,602	235,002	337,100	338,500	1,400	0.4%
	CONTRACT SERVICES	177,051	147,051	152,144	252,720	367,200	114,480	45.3%
	SOFTWARE	-	10,701	-	11,000	11,000	-	0.0%
	CAPITAL OUTLAY	25,045	28,558	66,269	115,000	153,000	38,000	33.0%
	UTILITIES	297,652	389,606	322,341	493,850	559,050	65,200	13.2%
	CAPITAL	20,846	75,603	24,430	257,250	276,540	19,290	7.5%
	TRANSFERS OUT	574,600	737,152	-	1,165,200	1,213,630	48,430	4.2%
PARKS & FACILITIES Total		**3,365,221**	**4,196,467**	**3,278,795**	**5,485,510**	**5,851,960**	**366,450**	**6.7%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
RECREATION SERVICES	SALARIES	1,824,958	2,106,479	2,067,423	2,403,340	2,615,430	212,090	8.8%
	BENEFITS	315,649	317,981	348,774	397,870	369,370	(28,500)	-7.2%
	ORG DEVELOPMENT	10,735	8,638	9,326	11,680	17,430	5,750	49.2%
	OPERATING EXP	165,385	180,944	163,280	204,590	210,450	5,860	2.9%
	CONTRACT SERVICES	130,689	169,852	170,587	225,370	245,700	20,330	9.0%
	CAPITAL OUTLAY	6,824	16,477	16,303	26,850	19,850	(7,000)	-26.1%
	UTILITIES	61,891	73,938	58,437	78,180	79,680	1,500	1.9%
	CAPITAL	53,852	26,859	-		-	-	0.0%
RECREATION SERVICES Total		**2,569,984**	**2,901,168**	**2,834,129**	**3,347,880**	**3,557,910**	**210,030**	**6.3%**
EMERGENCY MANAGEMENT	SALARIES	84,596	132,460	117,994	134,100	151,000	16,900	12.6%
	BENEFITS	44,825	70,553	64,802	75,120	80,100	4,980	6.6%
	ORG DEVELOPMENT	747	7,639	1,785	10,500	10,500	-	0.0%
	OPERATING EXP	8,314	19,233	11,776	36,240	34,900	(1,340)	-3.7%
	CONTRACT SERVICES	-	2,500	5,985	10,800	10,800	-	0.0%
	CAPITAL OUTLAY	287	2,495	-	4,000	4,000	-	0.0%
	UTILITIES	360	478	456	2,000	2,000	-	0.0%
	CAPITAL	1,229	(142,237)	-		-	-	0.0%
	TRANSFERS OUT	17,840	-	-	-	-	-	0.0%
EMERGENCY MANAGEMENT Total		**158,196**	**93,121**	**202,797**	**272,760**	**293,300**	**20,540**	**7.5%**
8. Parks & Recreation Total		**9,857,526**	**11,906,097**	**11,577,758**	**15,878,730**	**17,791,660**	**1,912,930**	**12.0%**
9. Public Works								
CAPITAL IMPROVEMENT PROJECTS	SALARIES	368,698	370,189	334,055		-	-	0.0%
	BENEFITS	423,380	379,451	163,467		-	-	0.0%
	CAPITAL	19,877,107	26,279,139	33,691,500	99,155,790	197,895,100	98,739,310	99.6%
CAPITAL IMPROVEMENT PROJECTS Total		**20,669,186**	**27,028,778**	**34,189,022**	**99,155,790**	**197,895,100**	**98,739,310**	**99.6%**
ENGINEERING	SALARIES	1,747,843	1,993,373	2,050,722	2,324,100	2,787,000	462,900	19.9%
	BENEFITS	871,305	906,947	962,079	1,228,870	1,519,780	290,910	23.7%
	ORG DEVELOPMENT	30,005	29,103	24,702	58,720	59,620	900	1.5%
	OPERATING EXP	446,722	530,995	413,309	915,250	1,082,540	167,290	18.3%
	CONTRACT SERVICES	328,233	196,654	359,376	981,400	1,038,130	56,730	5.8%
	CAPITAL OUTLAY	9,488	5,784	9,009	31,200	31,200	-	0.0%
	UTILITIES	1,802,455	1,941,358	1,940,777	2,243,150	2,287,150	44,000	2.0%
	DEBT SERVICE	964,522	964,298	964,070	964,120	963,970	(150)	0.0%
	TRANSFERS OUT	621,085	1,616,039	41,599	2,404,660	2,525,190	120,530	5.0%
ENGINEERING Total		**6,821,659**	**8,184,552**	**6,765,643**	**11,151,470**	**12,294,580**	**1,143,110**	**10.3%**
ENVIRONMENTAL	SALARIES	217,969	326,812	350,197	354,800	349,100	(5,700)	-1.6%
	BENEFITS	102,276	147,956	170,525	195,150	197,250	2,100	1.1%
	ORG DEVELOPMENT	-	-	12,619	24,980	15,100	(9,880)	-39.6%
	OPERATING EXP	(8,058)	4,788	5,682	8,500	8,500	-	0.0%
	CONTRACT SERVICES	60,802	246,983	173,074	472,850	1,302,300	829,450	175.4%
	UTILITIES	-	53	440	600	600	-	0.0%
ENVIRONMENTAL Total		**372,988**	**726,592**	**712,537**	**1,056,880**	**1,872,850**	**815,970**	**77.2%**
MAINTENANCE	SALARIES	4,272,924	6,976,902	6,836,076	7,679,100	8,527,250	848,150	11.0%
	BENEFITS	2,559,504	4,001,177	3,898,643	4,492,820	4,814,530	321,710	7.2%
	ORG DEVELOPMENT	60,761	61,235	116,213	157,700	182,500	24,800	15.7%
	OPERATING EXP	2,334,946	3,095,672	2,305,111	3,771,460	4,579,900	808,440	21.4%
	CONTRACT SERVICES	7,592,336	8,244,631	7,144,414	11,303,000	12,581,100	1,278,100	11.3%
	CAPITAL OUTLAY	23,141	31,102	22,496	81,400	89,600	8,200	10.1%
	UTILITIES	2,573,886	2,819,555	2,463,135	3,897,900	3,946,550	48,650	1.2%
	CAPITAL	-	142,237	963,264	1,834,140	1,727,500	(106,640)	-5.8%
	TRANSFERS OUT	2,216,912	2,412,254	24,063	4,499,190	4,681,310	182,120	4.0%
MAINTENANCE Total		**21,634,410**	**27,784,764**	**23,773,415**	**37,716,710**	**41,130,240**	**3,413,530**	**9.1%**
PUBLIC WORKS - ADMINISTRATION	SALARIES	860,212	1,133,393	717,972	923,800	1,171,700	247,900	26.8%
	BENEFITS	(107,339)	(235,092)	347,166	448,080	569,700	121,620	27.1%
	ORG DEVELOPMENT	11,543	11,431	13,146	15,670	17,900	2,230	14.2%
	OPERATING EXP	8,231	6,794	4,192	5,500	8,100	2,600	47.3%
	CONTRACT SERVICES	95,245	123,742	83,733	157,500	310,000	152,500	96.8%
	CAPITAL OUTLAY	25	-	2,597	2,500	4,000	1,500	60.0%
	UTILITIES	1,449	1,132	2,363	3,000	3,800	800	26.7%
	TRANSFERS OUT	15,420	15,984	9,360	23,990	24,640	650	2.7%
PUBLIC WORKS - ADMINISTRATION Total		**884,785**	**1,057,384**	**1,180,528**	**1,580,040**	**2,109,840**	**529,800**	**33.5%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
PALMDALE CCA	SALARIES	-	124,743	110,892	126,600	135,300	8,700	6.9%
	BENEFITS	-	54,309	49,054	57,480	69,600	12,120	21.1%
	ORG DEVELOPMENT	-	3,181	4,598	7,660	37,000	29,340	383.0%
	OPERATING EXP	-	307	3,510	692,660	728,250	35,590	5.1%
	CONTRACT SERVICES	-	29,267,614	45,994,455	67,409,020	66,778,970	(630,050)	-0.9%
	CAPITAL OUTLAY	-	-	2,403	4,100	5,250	1,150	28.0%
	TRANSFERS OUT	-	10,893	-	-	-	-	0.0%
PALMDALE CCA Total		**-**	**29,461,048**	**46,164,911**	**68,297,520**	**67,754,370**	**(543,150)**	**-0.8%**
9. Public Works Total		**50,383,027**	**94,243,118**	**112,786,056**	**218,958,410**	**323,056,980**	**104,098,570**	**47.5%**
Grand Total		**213,994,249**	**292,393,704**	**294,907,070**	**455,392,950**	**567,496,880**	**112,103,930**	**24.6%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-GENERAL FUND-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
1. City Council								
CITY COUNCIL	SALARIES	130,890	151,617	230,973	265,730	198,380	(67,350)	-25.3%
	BENEFITS	144,583	114,445	140,515	195,300	210,600	15,300	7.8%
	ORG DEVELOPMENT	30,449	29,175	17,665	42,200	53,000	10,800	25.6%
	OPERATING EXP	1,329	3,029	43,794	77,700	77,700	-	0.0%
	CAPITAL OUTLAY	-	-	243	1,000	1,000	-	0.0%
	UTILITIES	486	3,510	4,259	3,000	3,000	-	0.0%
	TRANSFERS OUT	44,590	54,450	-	78,170	81,180	3,010	3.9%
CITY COUNCIL Total		**352,326**	**356,226**	**437,449**	**663,100**	**624,860**	**(38,240)**	**-5.8%**
1. City Council Total		**352,326**	**356,226**	**437,449**	**663,100**	**624,860**	**(38,240)**	**-5.8%**
2. City Attorney								
CITY ATTORNEY	SALARIES	1,149,293	245,915	72,076	72,100	300	(71,800)	-99.6%
	BENEFITS	353,974	119,182	32,588	34,000	500	(33,500)	-98.5%
	ORG DEVELOPMENT	27,976	22,784	12,055	18,100	8,000	(10,100)	-55.8%
	OPERATING EXP	2,598	2,652	1,951	4,000	4,000	-	0.0%
	CONTRACT SERVICES	889,223	1,796,160	1,376,151	1,976,500	1,931,500	(45,000)	-2.3%
	CAPITAL OUTLAY	-	-	-	1,000	1,000	-	0.0%
	UTILITIES	1,364	1,027	734	1,000	-	(1,000)	-100.0%
	TRANSFERS OUT	53,630	65,359	-	93,800	97,430	3,630	3.9%
CITY ATTORNEY Total		**2,478,058**	**2,253,078**	**1,495,554**	**2,200,500**	**2,042,730**	**(157,770)**	**-7.2%**
2. City Attorney Total		**2,478,058**	**2,253,078**	**1,495,554**	**2,200,500**	**2,042,730**	**(157,770)**	**-7.2%**
3. City Manager Department								
CITY CLERK	SALARIES	424,403	563,624	559,979	569,250	421,750	(147,500)	-25.9%
	BENEFITS	181,894	223,629	228,641	232,900	202,400	(30,500)	-13.1%
	ORG DEVELOPMENT	15,610	17,093	15,939	14,910	19,450	4,540	30.4%
	OPERATING EXP	7,457	13,324	10,794	16,000	13,360	(2,640)	-16.5%
	CONTRACT SERVICES	284,323	271,576	53,121	71,050	240,200	169,150	238.1%
	CAPITAL OUTLAY	795	-	1,057	1,500	1,500	-	0.0%
	UTILITIES	-	491	456	500	500	-	0.0%
	TRANSFERS OUT	98,230	119,830	-	171,970	178,620	6,650	3.9%
CITY CLERK Total		**1,012,711**	**1,209,566**	**869,988**	**1,078,080**	**1,077,780**	**(300)**	**0.0%**
CITY MANAGER	SALARIES	1,253,382	1,060,313	1,044,226	1,259,700	1,389,900	130,200	10.3%
	BENEFITS	409,948	396,143	451,594	559,640	683,440	123,800	22.1%
	ORG DEVELOPMENT	71,185	34,661	57,554	60,300	134,940	74,640	123.8%
	OPERATING EXP	4,968	6,316	9,709	22,100	65,100	43,000	194.6%
	CONTRACT SERVICES	413	-	9,495	88,000	206,000	118,000	134.1%
	CAPITAL OUTLAY	1,258	3,978	1,379	5,000	5,000	-	0.0%
	UTILITIES	2,178	1,202	1,633	2,000	2,060	60	3.0%
	TRANSFERS OUT	74,300	68,282	-	100,650	104,650	4,000	4.0%
CITY MANAGER Total		**1,817,631**	**1,570,897**	**1,575,590**	**2,097,390**	**2,591,090**	**493,700**	**23.5%**
COMMUNICATIONS	SALARIES	553,056	500,989	387,488	406,100	144,100	(262,000)	-64.5%
	BENEFITS	272,409	237,230	138,060	151,280	69,780	(81,500)	-53.9%
	ORG DEVELOPMENT	4,129	13,606	7,805	11,100	5,800	(5,300)	-47.7%
	OPERATING EXP	1,646	4,726	1,129	5,000	3,000	(2,000)	-40.0%
	CONTRACT SERVICES	353,585	312,768	710,449	1,338,000	1,752,000	414,000	30.9%
	CAPITAL OUTLAY	-	-	-	5,000	2,000	(3,000)	-60.0%
	UTILITIES	1,869	2,252	1,000	950	600	(350)	-36.8%
	TRANSFERS OUT	53,630	65,359	34	93,800	97,430	3,630	3.9%
COMMUNICATIONS Total		**1,240,324**	**1,136,929**	**1,245,964**	**2,011,230**	**2,074,710**	**63,480**	**3.2%**
LEGISLATIVE AFFAIRS	SALARIES	164,880	130,794	71,397	79,300	60,000	(19,300)	-24.3%
	BENEFITS	75,492	43,008	28,034	32,000	31,900	(100)	-0.3%
	ORG DEVELOPMENT	100	10,375	6,835	7,790	9,600	1,810	23.2%
	OPERATING EXP	-	752	-	-	-	-	0.0%
	CONTRACT SERVICES	152,325	346,300	160,000	277,200	317,000	39,800	14.4%
	UTILITIES	-	-	-	780	780	-	0.0%
LEGISLATIVE AFFAIRS Total		**392,798**	**531,228**	**266,267**	**397,070**	**419,280**	**22,210**	**5.6%**
RECORDS MANAGEMENT	SALARIES	1,208	70,356	55,125	72,910	73,030	120	0.2%
	BENEFITS	23	18,626	6,169	6,100	47,020	40,920	670.8%
	ORG DEVELOPMENT	200	-	-	-	1,500	1,500	0.0%
	OPERATING EXP	2,639	2,435	1,649	6,350	8,700	2,350	37.0%
	CONTRACT SERVICES	8,706	15,764	12,296	12,550	8,850	(3,700)	-29.5%
	CAPITAL OUTLAY	-	-	-	1,000	1,000	-	0.0%
	UTILITIES	7,956	12,093	9,823	14,000	14,000	-	0.0%
RECORDS MANAGEMENT Total		**20,732**	**119,274**	**85,063**	**112,910**	**154,100**	**41,190**	**36.5%**
3. City Manager Department Total		**4,484,196**	**4,567,894**	**4,042,872**	**5,696,680**	**6,316,960**	**620,280**	**10.9%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-GENERAL FUND-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
4. Operations Department								
FINANCE	SALARIES	1,126,230	1,171,532	1,194,146	1,341,500	1,464,700	123,200	9.2%
	BENEFITS	518,728	565,170	615,607	700,700	683,100	(17,600)	-2.5%
	ORG DEVELOPMENT	15,177	20,206	26,039	62,820	78,500	15,680	25.0%
	OPERATING EXP	20,388	22,421	289,772	303,500	34,500	(269,000)	-88.6%
	CONTRACT SERVICES	654,191	642,462	554,985	952,460	858,100	(94,360)	-9.9%
	CAPITAL OUTLAY	-	19,184	5,075	23,820	17,000	(6,820)	-28.6%
	UTILITIES	487	1,326	1,385	2,000	2,000	-	0.0%
	TRANSFERS OUT	123,916	174,293	-	378,120	387,790	9,670	2.6%
FINANCE Total		**2,459,116**	**2,616,594**	**2,687,009**	**3,764,920**	**3,525,690**	**(239,230)**	**-6.4%**
GENERAL CITY	SALARIES	-	229,700	6,650	10,000	1,165,000	1,155,000	11550.0%
	BENEFITS	176,221	153,594	192,286	260,000	260,000	-	0.0%
	ORG DEVELOPMENT	105,467	93,801	105,844	190,500	152,000	(38,500)	-20.2%
	OPERATING EXP	150,130	340,045	272,110	561,000	2,428,300	1,867,300	332.9%
	CONTRACT SERVICES	175,992	247,272	278,352	673,800	536,000	(137,800)	-20.5%
	CAPITAL OUTLAY	-	2,178	-		-	-	0.0%
	UTILITIES	122,690	91,366	61,446	101,500	101,500	-	0.0%
	CAPITAL	-	-	1,697,203	1,717,860	6,100,000	4,382,140	255.1%
	DEBT SERVICE	2,289,380	2,312,865	2,277,802	2,315,830	2,291,600	(24,230)	-1.0%
	TRANSFERS OUT	7,163,600	10,618,049	604,422	23,078,530	12,357,180	(10,721,350)	-46.5%
GENERAL CITY Total		**10,183,480**	**14,088,871**	**5,496,114**	**28,909,020**	**25,391,580**	**(3,517,440)**	**-12.2%**
HUMAN RESOURCES	SALARIES	453,080	571,096	573,686	668,590	595,690	(72,900)	-10.9%
	BENEFITS	183,567	231,409	258,246	360,500	314,300	(46,200)	-12.8%
	ORG DEVELOPMENT	14,700	16,143	4,977	17,350	19,700	2,350	13.5%
	OPERATING EXP	1,326,089	1,906,624	1,488,864	1,700,200	2,265,850	565,650	33.3%
	CONTRACT SERVICES	990,961	1,188,812	1,223,292	1,366,100	1,521,400	155,300	11.4%
	CAPITAL OUTLAY	758	-	-	8,500	7,560	(940)	-11.1%
	TRANSFERS OUT	62,550	76,255	-	109,440	113,660	4,220	3.9%
HUMAN RESOURCES Total		**3,031,705**	**3,990,338**	**3,549,065**	**4,230,680**	**4,838,160**	**607,480**	**14.4%**
RISK MANAGEMENT	SALARIES	-	-	-	57,200	212,500	155,300	271.5%
	BENEFITS	-	-	-	32,900	122,100	89,200	271.1%
	ORG DEVELOPMENT	-	385	2,977	6,900	28,460	21,560	312.5%
	OPERATING EXP	3,048,529	4,929,155	15,468,616	16,517,150	5,097,480	(11,419,670)	-69.1%
	CONTRACT SERVICES	503,383	1,011,062	861,162	1,072,750	858,250	(214,500)	-20.0%
	CAPITAL OUTLAY	-	-	-	5,000	1,500	(3,500)	-70.0%
RISK MANAGEMENT Total		**3,551,912**	**5,940,602**	**16,332,755**	**17,691,900**	**6,320,290**	**(11,371,610)**	**-64.3%**
4. Operations Department Total		**19,226,213**	**26,636,406**	**28,064,943**	**54,596,520**	**40,075,720**	**(14,520,800)**	**-26.6%**
5. Economic and Community Development								
ADMIN - ECONOMIC DEVELOPMENT	SALARIES	210,201	313,031	438,147	503,600	542,500	38,900	7.7%
	BENEFITS	76,760	111,061	187,336	220,480	252,680	32,200	14.6%
	ORG DEVELOPMENT	9,829	9,614	10,520	14,500	14,500	-	0.0%
	OPERATING EXP	6,164	7,372	6,894	7,500	7,500	-	0.0%
	CONTRACT SERVICES	2,475	44,107	24,334	35,000	50,000	15,000	42.9%
	UTILITIES	42	-	499	1,300	1,300	-	0.0%
	TRANSFERS OUT	116,060	141,614	-	203,240	211,090	7,850	3.9%
ADMIN - ECONOMIC DEVELOPMENT Total		**421,531**	**626,798**	**667,730**	**985,620**	**1,079,570**	**93,950**	**9.5%**
BUILDING AND SAFETY	SALARIES	1,096,780	1,321,488	1,298,304	1,467,000	1,435,200	(31,800)	-2.2%
	BENEFITS	608,588	652,211	664,929	770,300	793,400	23,100	3.0%
	ORG DEVELOPMENT	33,217	33,684	14,544	34,700	42,700	8,000	23.1%
	OPERATING EXP	3,357	4,123	640	4,500	4,500	-	0.0%
	CONTRACT SERVICES	373,542	702,975	450,870	750,750	750,750	-	0.0%
	CAPITAL OUTLAY	-	822	2,655	6,000	4,000	(2,000)	-33.3%
	UTILITIES	6,537	5,923	6,017	6,000	5,800	(200)	-3.3%
	TRANSFERS OUT	174,600	209,309	-	332,300	346,460	14,160	4.3%
BUILDING AND SAFETY Total		**2,296,622**	**2,930,535**	**2,437,959**	**3,371,550**	**3,382,810**	**11,260**	**0.3%**
ECONOMIC DEVELOPMENT	SALARIES	257,903	268,036	254,163	298,700	368,700	70,000	23.4%
	BENEFITS	150,366	139,568	119,538	143,050	173,300	30,250	21.1%
	ORG DEVELOPMENT	24,094	39,911	31,207	45,500	46,250	750	1.6%
	OPERATING EXP	325	75	154	260	260	-	0.0%
	CONTRACT SERVICES	113,432	769,674	280,254	517,360	549,000	31,640	6.1%
	CAPITAL OUTLAY	651	-	-	1,500	1,500	-	0.0%
	UTILITIES	578	632	1,059	900	1,400	500	55.6%
	TRANSFERS OUT	53,630	65,359	-	93,800	97,430	3,630	3.9%
ECONOMIC DEVELOPMENT Total		**600,979**	**1,283,255**	**686,374**	**1,101,070**	**1,237,840**	**136,770**	**12.4%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-GENERAL FUND-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
PLANNING	SALARIES	820,539	902,373	749,589	879,300	1,003,000	123,700	14.1%
	BENEFITS	386,884	388,266	363,050	440,400	531,300	90,900	20.6%
	ORG DEVELOPMENT	6,679	19,278	12,168	23,740	20,540	(3,200)	-13.5%
	OPERATING EXP	2,539	8,433	4,641	12,300	12,300	-	0.0%
	CONTRACT SERVICES	17,388	87,501	68,570	81,470	96,200	14,730	18.1%
	CAPITAL OUTLAY	2,152	2,233	2,509	3,000	3,000	-	0.0%
	UTILITIES	42	-	-		-	-	0.0%
	TRANSFERS OUT	107,150	130,718	-	187,610	194,850	7,240	3.9%
PLANNING Total		**1,343,373**	**1,538,802**	**1,200,527**	**1,627,820**	**1,861,190**	**233,370**	**14.3%**
PALMDALE FILM STAGES	OPERATING EXP	-	4,137	43,235	80,000	125,000	45,000	56.3%
	UTILITIES	-	-	15,169	27,950	27,950	-	0.0%
PALMDALE FILM STAGES Total		**-**	**4,137**	**58,404**	**107,950**	**152,950**	**45,000**	**41.7%**
5. Economic and Community Development Total		**4,662,504**	**6,383,527**	**5,050,993**	**7,194,010**	**7,714,360**	**520,350**	**7.2%**
6. Public Safety								
COMMUNITY COMPLIANCE	SALARIES	941,052	960,753	1,142,514	1,372,900	1,165,700	(207,200)	-15.1%
	BENEFITS	347,032	356,372	386,395	514,900	681,460	166,560	32.3%
	ORG DEVELOPMENT	6,231	11,275	11,611	16,000	16,000	-	0.0%
	OPERATING EXP	44,562	26,973	16,665	18,500	27,000	8,500	45.9%
	CONTRACT SERVICES	62,940	72,528	74,720	326,360	1,865,040	1,538,680	471.5%
	CAPITAL OUTLAY	2,000	-	1,365	5,000	2,000	(3,000)	-60.0%
	UTILITIES	13,315	14,274	17,997	25,850	32,800	6,950	26.9%
	CAPITAL	4,130	15,761	-	-	-	-	0.0%
	TRANSFERS OUT	90,866	95,418	-	223,870	236,110	12,240	5.5%
COMMUNITY COMPLIANCE Total		**1,512,127**	**1,553,354**	**1,651,266**	**2,503,380**	**4,026,110**	**1,522,730**	**60.8%**
PUBLIC SAFETY	SALARIES	321,164	362,535	311,953	352,100	344,500	(7,600)	-2.2%
	BENEFITS	211,786	203,342	194,089	222,800	212,300	(10,500)	-4.7%
	ORG DEVELOPMENT	325	100	3,683	4,000	4,500	500	12.5%
	OPERATING EXP	6,788	14,684	12,826	172,750	376,000	203,250	117.7%
	CONTRACT SERVICES	7,808	1,460	3,762	7,600	8,300	700	9.2%
	CAPITAL OUTLAY	-	-	-	-	5,000	5,000	0.0%
	COUNTY CONTRACTS	22,007,204	17,256,289	19,627,787	24,420,460	27,964,940	3,544,480	14.5%
	UTILITIES	4,699	6,694	5,765	6,100	1,300	(4,800)	-78.7%
	CAPITAL	7,000	-	-		-	-	0.0%
PUBLIC SAFETY Total		**22,566,774**	**17,845,104**	**20,159,866**	**25,185,810**	**28,916,840**	**3,731,030**	**14.8%**
6. Public Safety Total		**24,078,901**	**19,398,458**	**21,811,132**	**27,689,190**	**32,942,950**	**5,253,760**	**19.0%**
7. Neighborhood Services								
AFFORDABLE HOUSING	SALARIES	4,974	4,627	3,516	9,900	25,300	15,400	155.6%
	BENEFITS	1,932	1,884	1,144	4,600	13,400	8,800	191.3%
	ORG DEVELOPMENT	196	965	933	1,000	2,000	1,000	100.0%
	OPERATING EXP	1	48	663	1,100	1,100	-	0.0%
	CONTRACT SERVICES	8,010	55,405	21,186	32,000	30,000	(2,000)	-6.3%
AFFORDABLE HOUSING Total		**15,113**	**62,928**	**27,442**	**48,600**	**71,800**	**23,200**	**47.7%**
NEIGHBORHOOD SVCS	SALARIES	142,718	25,926	42,141	42,600	34,800	(7,800)	-18.3%
	BENEFITS	69,096	11,461	19,857	22,980	21,780	(1,200)	-5.2%
	ORG DEVELOPMENT	670	512	104	1,000	1,000	-	0.0%
	OPERATING EXP	10,928	46,007	11,199	10,650	9,550	(1,100)	-10.3%
	CONTRACT SERVICES	916	300	24,035	28,100	3,900	(24,200)	-86.1%
	CAPITAL OUTLAY	-	-	-	1,500	1,500	-	0.0%
	UTILITIES	15,816	12,828	10,366	13,700	13,700	-	0.0%
	TRANSFERS OUT	348,190	424,842	-	609,720	633,280	23,560	3.9%
NEIGHBORHOOD SVCS Total		**588,334**	**521,876**	**107,702**	**730,250**	**719,510**	**(10,740)**	**-1.5%**
7. Neighborhood Services Total		**603,447**	**584,804**	**135,143**	**778,850**	**791,310**	**12,460**	**1.6%**
8. Parks & Recreation								
COMMUNITY PROGRAMS	SALARIES	208,316	102,236	102,769	115,900	104,700	(11,200)	-9.7%
	BENEFITS	94,170	54,912	57,274	67,280	66,380	(900)	-1.3%
	ORG DEVELOPMENT	4,324	2,190	1,573	6,350	6,350	-	0.0%
	OPERATING EXP	15,086	15,023	12,536	22,500	22,500	-	0.0%
	CONTRACT SERVICES	4,434	5,921	3,574	4,500	4,500	-	0.0%
	UTILITIES	-	165	456		-	-	0.0%
COMMUNITY PROGRAMS Total		**326,330**	**180,448**	**178,183**	**216,530**	**204,430**	**(12,100)**	**-5.6%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-GENERAL FUND-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
EVENTS & CULTURE	SALARIES	772,946	934,481	997,289	1,276,470	1,318,670	42,200	3.3%
	BENEFITS	229,926	285,795	279,469	306,400	301,360	(5,040)	-1.6%
	ORG DEVELOPMENT	6,558	4,470	9,194	12,400	12,100	(300)	-2.4%
	OPERATING EXP	117,785	127,933	204,568	256,450	356,500	100,050	39.0%
	CONTRACT SERVICES	389,417	801,189	840,982	1,018,450	1,990,500	972,050	95.4%
	SOFTWARE	1,857	1,635	1,781	2,100	3,000	900	42.9%
	CAPITAL OUTLAY	6,693	27,550	19,838	45,800	47,500	1,700	3.7%
	UTILITIES	41,034	80,240	65,510	87,500	87,500	-	0.0%
	CAPITAL	13,459	-	31,939	36,400	38,000	1,600	4.4%
EVENTS & CULTURE Total		**1,579,675**	**2,263,292**	**2,450,570**	**3,041,970**	**4,155,130**	**1,113,160**	**36.6%**
LIBRARY	SALARIES	25,603	33,384	29,386	43,940	-	(43,940)	-100.0%
	BENEFITS	1,736	2,264	1,967	1,800	2,000	200	11.1%
	OPERATING EXP	232,705	228,967	181,595	261,500	261,500	-	0.0%
	CONTRACT SERVICES	1,023,507	1,061,350	1,077,123	1,108,950	1,218,730	109,780	9.9%
	CAPITAL OUTLAY	36,358	789	-	10,000	10,000	-	0.0%
	UTILITIES	63,889	55,964	46,276	56,900	68,700	11,800	20.7%
	TRANSFERS OUT	107,150	130,718	-	187,610	194,850	7,240	3.9%
LIBRARY Total		**1,490,949**	**1,513,435**	**1,336,347**	**1,670,700**	**1,755,780**	**85,080**	**5.1%**
PARKS & FACILITIES	SALARIES	809,617	886,968	857,886	1,014,810	1,032,150	17,340	1.7%
	BENEFITS	318,528	318,349	367,225	432,200	469,850	37,650	8.7%
	ORG DEVELOPMENT	4,862	2,028	6,107	8,200	8,200	-	0.0%
	OPERATING EXP	37,254	36,177	32,572	53,100	93,500	40,400	76.1%
	CONTRACT SERVICES	42,580	3,940	3,432	9,600	43,600	34,000	354.2%
	CAPITAL OUTLAY	1,623	7,317	839	15,000	13,000	(2,000)	-13.3%
	UTILITIES	58,987	65,217	42,850	46,950	48,250	1,300	2.8%
	CAPITAL	-	26,865	-	-	5,000	5,000	0.0%
	TRANSFERS OUT	574,600	737,152	-	1,165,200	1,213,630	48,430	4.2%
PARKS & FACILITIES Total		**1,848,051**	**2,084,013**	**1,310,913**	**2,745,060**	**2,927,180**	**182,120**	**6.6%**
RECREATION SERVICES	SALARIES	1,824,958	2,094,772	2,054,934	2,390,840	2,602,390	211,550	8.8%
	BENEFITS	315,649	317,436	348,774	397,870	369,370	(28,500)	-7.2%
	ORG DEVELOPMENT	10,735	8,638	9,326	11,680	17,430	5,750	49.2%
	OPERATING EXP	165,385	179,593	162,970	198,340	204,200	5,860	3.0%
	CONTRACT SERVICES	130,689	169,852	170,587	225,370	245,700	20,330	9.0%
	CAPITAL OUTLAY	6,824	16,477	16,303	26,850	19,850	(7,000)	-26.1%
	UTILITIES	61,891	73,938	58,437	78,180	79,680	1,500	1.9%
	CAPITAL	53,852	26,859	-		-	-	0.0%
RECREATION SERVICES Total		**2,569,984**	**2,887,564**	**2,821,330**	**3,329,130**	**3,538,620**	**209,490**	**6.3%**
EMERGENCY MANAGEMENT	BENEFITS	-	-	-	-	-	-	0.0%
	ORG DEVELOPMENT	747	7,639	1,785	10,500	10,500	-	0.0%
	OPERATING EXP	8,314	19,233	11,776	36,240	34,900	(1,340)	-3.7%
	CONTRACT SERVICES	-	2,500	5,985	10,800	10,800	-	0.0%
	CAPITAL OUTLAY	287	2,495	-	4,000	4,000	-	0.0%
	UTILITIES	-	478	456	1,200	1,200	-	0.0%
	TRANSFERS OUT	17,840	-	-	-	-	-	0.0%
EMERGENCY MANAGEMENT Total		**27,187**	**32,346**	**20,002**	**62,740**	**61,400**	**(1,340)**	**-2.1%**
8. Parks & Recreation Total		**7,842,176**	**8,961,098**	**8,117,345**	**11,066,130**	**12,642,540**	**1,576,410**	**14.2%**
9. Public Works								
CAPITAL IMPROVEMENT PROJECTS	SALARIES	31,677	36,285	12,188		-	-	0.0%
	BENEFITS	15,718	59,490	4,590		-	-	0.0%
	CAPITAL	996,918	1,652,184	245,132	174,950	883,950	709,000	405.3%
CAPITAL IMPROVEMENT PROJECTS Total		**1,044,313**	**1,747,960**	**261,910**	**174,950**	**883,950**	**709,000**	**405.3%**
ENGINEERING	SALARIES	605,568	726,030	797,320	969,200	1,389,300	420,100	43.3%
	BENEFITS	316,080	321,729	359,946	510,500	752,000	241,500	47.3%
	ORG DEVELOPMENT	1,102	10,410	6,299	17,200	17,200	-	0.0%
	OPERATING EXP	5,386	5,292	2,224	8,500	10,000	1,500	17.6%
	CONTRACT SERVICES	156,694	78,920	236,519	261,200	261,200	-	0.0%
	CAPITAL OUTLAY	2,399	-	1,270	3,400	3,400	-	0.0%
	UTILITIES	255	1,020	2,710	3,900	3,900	-	0.0%
	TRANSFERS OUT	31,258	49,925	17,787	91,390	95,110	3,720	4.1%
ENGINEERING Total		**1,118,741**	**1,193,326**	**1,424,075**	**1,865,290**	**2,532,110**	**666,820**	**35.7%**
ENVIRONMENTAL	SALARIES	83,651	94,242	86,005	94,300	83,400	(10,900)	-11.6%
	BENEFITS	52,844	44,523	45,055	50,550	46,550	(4,000)	-7.9%
	ORG DEVELOPMENT	-	-	478	1,000	1,000	-	0.0%
	OPERATING EXP	-	-	729	3,500	3,500	-	0.0%
	CONTRACT SERVICES	30,581	2,624	48,773	100,000	280,000	180,000	180.0%
	UTILITIES	-	53	440	600	600	-	0.0%
ENVIRONMENTAL Total		**167,075**	**141,442**	**181,480**	**249,950**	**415,050**	**165,100**	**66.1%**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
EXPENDITURES-GENERAL FUND-BY DEPARTMENT/DIVISION (Actuals through Q3 FY24)

Department/Division	Category	2022 Actual	2023 Actual	2024 YTD Actual	2024 Projected	2025 Proposed	$ Chg	% Chg
MAINTENANCE	SALARIES	1,802,121	2,014,984	1,956,024	2,233,000	2,318,800	85,800	3.8%
	BENEFITS	1,085,092	1,088,724	1,099,027	1,294,220	1,432,220	138,000	10.7%
	ORG DEVELOPMENT	15,215	23,154	38,037	48,540	60,200	11,660	24.0%
	OPERATING EXP	651,033	879,405	679,238	1,154,420	1,607,300	452,880	39.2%
	CONTRACT SERVICES	3,533,713	3,913,633	3,292,293	5,105,390	5,968,100	862,710	16.9%
	CAPITAL OUTLAY	16,199	20,446	8,550	36,600	45,900	9,300	25.4%
	UTILITIES	1,611,023	1,884,525	1,589,122	2,440,800	2,476,550	35,750	1.5%
	TRANSFERS OUT	211,540	230,061	24,063	505,060	530,810	25,750	5.1%
MAINTENANCE Total		**8,925,936**	**10,054,932**	**8,686,352**	**12,818,030**	**14,439,880**	**1,621,850**	**12.7%**
PUBLIC WORKS - ADMINISTRATION	SALARIES	860,212	1,133,393	717,972	923,800	1,171,700	247,900	26.8%
	BENEFITS	(107,339)	(235,092)	347,166	448,080	569,700	121,620	27.1%
	ORG DEVELOPMENT	11,543	11,431	13,146	15,670	17,900	2,230	14.2%
	OPERATING EXP	8,231	6,794	4,192	5,500	8,100	2,600	47.3%
	CONTRACT SERVICES	95,245	123,742	83,733	157,500	310,000	152,500	96.8%
	CAPITAL OUTLAY	25	-	2,597	2,500	4,000	1,500	60.0%
	UTILITIES	1,449	1,132	2,363	3,000	3,800	800	26.7%
	TRANSFERS OUT	15,420	15,984	9,360	23,990	24,640	650	2.7%
PUBLIC WORKS - ADMINISTRATION Total		**884,785**	**1,057,384**	**1,180,528**	**1,580,040**	**2,109,840**	**529,800**	**33.5%**
9. Public Works Total		**12,140,850**	**14,195,043**	**11,734,345**	**16,688,260**	**20,380,830**	**3,692,570**	**22.1%**
Grand Total		**75,868,671**	**83,336,535**	**80,889,776**	**126,573,240**	**123,532,260**	**(3,040,980)**	**-2.4%**

MEASURE AV
FY 2025 PROPOSED OPERATING & CIP BUDGET
REVENUES & EXPENDITURES BY PROGRAM

Measure AV Category	Project Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual YTD	FY 2024 Adopted	FY 2024 Revised	FY 2024 Projected	FY 2025 Proposed	$ Chg
REVENUES									
Revenue	General Sales Tax	22,685,307	22,675,911	19,329,501	22,923,000	22,307,000	22,307,000	22,811,000	504,000
Revenue Total		**22,685,307**	**22,675,911**	**19,329,501**	**22,923,000**	**22,307,000**	**22,307,000**	**22,811,000**	**504,000**
EXPENDITURES									
A. Public Safety	**Animal Services**								
	Independent Operation Feasibility	-	30,921	67,280	69,080	69,080	69,080	-	(69,080)
	Animal Health Services	-	183,073	117,679	362,930	362,930	362,930	300,000	(62,930)
	Emergency Management	131,009	60,776	182,795	239,320	239,320	210,020	231,900	21,880
	Community Compliance	380,784	859,321	1,250,690	2,358,400	2,358,400	1,608,200	2,080,600	472,400
	Public Safety Equipment	66,500	60,000	-	-	-			-
	Sheriff Contract								
	General Contract	7,595,700	2,819,060	2,874,716	1,838,470	1,838,470	1,838,470	1,893,600	55,130
	Infrastructure/Commercial	-	227,120	132,638	227,380	227,380	227,380	234,200	6,820
	Community Programs	-	4,461,080	2,387,379	4,092,650	4,092,650	4,092,650	4,215,400	122,750
	Economic Development	-	989,140	612,850	1,050,600	1,050,600	1,050,600	1,082,100	31,500
A. Public Safety Total		**8,173,993**	**9,690,491**	**7,626,027**	**10,238,830**	**10,238,830**	**9,459,330**	**10,037,800**	**578,470**
B. Infrastructure / CIP									
	Safe and Clean Parks								
	Sam Yellen Park	-	613	3,831,126	9,998,780	9,998,780	10,798,780	-	(10,798,780)
	Ecological Preservation Study	-	-	-	250,000	-	-	-	-
	McAdam Park Improvements - Schoolhouse	1,770	197	-	-	-	-	-	-
	McAdam Park Cultural Art	-	-	-	-	-	-	150,000	150,000
	McAdam Park Battery Storage	-	670,213	442,795	1,106,150	805,150	805,150	-	(805,150)
	McAdam Park Renovation	-	53,361	65,754	508,100	508,100	508,100	6,300,000	5,791,900
	MK Park Pool Enclosure	-	-	-	550,000	550,000	-	550,000	550,000
	MK Park Swim Deck	350	57,670	58,467	905,890	200,000	46,000	165,000	119,000
	Parks Master Plan	70	161,708	77,626	126,530	126,530	90,000	-	(90,000)
	Courtney's Playground	61,613	5,852	-	-	-	-	-	-
	Roller Hockey Rink Renovation	512	-	-	-	-	-	-	-
	Rugby Goal Purch & Install	12,925	-	-	-	-	-	-	-
	General Park Improvements	53,600	455,737	1,889,318	3,454,270	3,192,270	2,483,810	1,512,440	(971,370)
	Sports Field Lighting	5,968	788,134	406,753	6,667,500	6,667,500	1,061,320	3,200,000	2,138,680
	Graffiti Abatement								-
	Graffiti Abatement Vehicles	-	142,237	145,077	158,780	158,780	377,030	-	(377,030)
	Abatement/Prevention/Maintenance Prgrms	-	310,980	258,936	639,650	639,650	461,720	1,090,800	629,080
	Street Sweeping Signage	-	-	19,713	750,000	450,000	450,000	-	(450,000)
	CIP Multi-Year Projects								-
	Citywide Security	150,176	680,183	287,293	2,187,490	2,187,490	450,000	1,250,000	800,000
	Facility Improvements - Aero	-	213,392	112,020	200,000	450,000	205,000	245,000	40,000
	Chimbole	-	84,323	-	107,680	307,680	-	1,900,000	1,900,000
	Public Facility Energy Efficiency Projects	-	-	3,928,735	-	-	155,610	5,893,290	5,737,680
	Memorial Honor Wall	-	13,627	2,275	11,370	-	2,280	-	(2,280)
	Regional Recreation Complex	343,097	87,791	-	15,970	-	-	-	-
	Veteran Resource Center	-	-	-	-	-	-	-	-
	Avenue M Grade Separation	-	-	-	1,000,000	1,000,000	-	-	-
B. Infrastructure / CIP Total		**630,081**	**3,726,018**	**11,525,888**	**28,638,160**	**27,241,930**	**17,894,800**	**22,256,530**	**4,361,730**

MEASURE AV
FY 2025 PROPOSED OPERATING & CIP BUDGET
REVENUES & EXPENDITURES BY PROGRAM

Measure AV Category	Project Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual YTD	FY 2024 Adopted	FY 2024 Revised	FY 2024 Projected	FY 2025 Proposed	$ Chg
C. Community Programs									
	SAVES	80,498	71,976	70,585	319,870	319,870	363,070	444,090	81,020
	Unhoused Programs	-	199,729	154,525	200,000	200,000	200,000	150,000	(50,000)
	Mental Health Programs	149,593	-	-	-	-	-	-	-
	Community Partnership Programs	-	29,975	-	50,000	25,000	50,000	50,000	-
	Senior Programs/Legacy Commons	-	300,994	295,099	405,440	412,440	399,580	416,710	17,130
	Community Grant Programs	179,000	1,087,458	-	-	-	-	-	-
	Veteran Support	-	-	1,900	25,000	25,000	15,000	25,000	10,000
	Recreation Scholarships	-	-	4,483	20,000	20,000	20,000	20,000	-
	Community Events								-
	Community Events	-	309,787	794,309	986,450	986,450	954,160	900,000	(54,160)
C. Community Programs Total		**409,091**	**1,999,919**	**1,320,901**	**2,006,760**	**1,988,760**	**2,001,810**	**2,005,800**	**3,990**
D. Economic Development									
	Economic Development								
	Business Retention	250,817	105,928	44,202	140,000	140,000	140,000	140,000	-
	Auto Mall Partnership	-	450,000	-	500,000	500,000	170,000	500,000	330,000
	Aerospace Incentive Program	-	-	-	250,000	250,000	-	500,000	500,000
	Property Acquisition & Entitlement	-	6,309	20,475	1,500,000	1,500,000	170,000	500,000	330,000
	Film & Tourism	-	22,718	66,915	150,000	150,000	40,000	75,000	35,000
	Holidays on Parade	150,000	-	-	-	-	-	-	-
D. Economic Development Total		**400,817**	**584,955**	**131,592**	**2,540,000**	**2,540,000**	**520,000**	**1,715,000**	**1,195,000**
Administrative Costs	Program Administration - 5% cap	84,783	121,694	74,423	83,270	83,270	82,300	78,500	(3,800)
	Independent Audit	-	10,000	10,000	10,000	10,000	10,000	10,000	-
Administrative Costs Total		**84,783**	**131,694**	**84,423**	**93,270**	**93,270**	**92,300**	**88,500**	**(3,800)**
Expenditure Total		**9,698,765**	**16,133,077**	**20,688,831**	**43,517,020**	**42,102,790**	**29,968,240**	**36,103,630**	**6,135,390**
Surplus/(Deficit)		**12,986,543**	**6,542,834**	**(1,359,329)**	**(20,594,020)**	**(19,795,790)**	**(7,661,240)**	**(13,292,630)**	
Beginning Fund Balance		**5,036,302**	**18,022,844**	**24,565,678**	**24,565,678**	**24,565,678**	**24,565,678**	**16,904,438**	
Change in Fund Balance		**12,986,543**	**6,542,834**	**(1,359,329)**	**(20,594,020)**	**(19,795,790)**	**(7,661,240)**	**(13,292,630)**	
Ending Fund Balance - Before Reserves		**18,022,844**	**24,565,678**	**23,206,349**	**3,971,658**	**4,769,888**	**16,904,438**	**3,611,808**	
Reserve Requirement - 10%				**2,068,883**	**4,351,702**	**4,210,279**	**2,996,824**	**3,610,363**	
Ending Fund Balance - After Reserves		**18,022,844**	**24,565,678**	**21,137,466**	**(380,044)**	**559,609**	**13,907,614**	**1,445**	

AMERICAN RESCUE PLAN ACT
FY 2025 OPERATING & CIP BUDGET
REVENUES & EXPENDITURES BY PROGRAM

ARPA Reporting Category	Project Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual YTD	FY 2024 Adopted	FY 2024 Revised	FY 2024 Projected	FY 2025 Proposed	$ Chg
U.S. Treasury Allocation:	**$ 35,455,019**								
REVENUES									
Revenue	American Rescue Plan Act Allocation	$ 342,808	12,580,662	-	12,721,540	22,319,750	15,779,110	6,752,440	9,598,210
	Program Income - Interest	24,499	703,801	727,855	300,000	300,000	465,000	300,000	-
Revenue Total		**367,307**	**13,284,463**	**727,855**	**13,021,540**	**22,619,750**	**16,244,110**	**7,052,440**	**9,598,210**
EXPENDITURES									
1. Public Health and Safety	SAVES HVAC Replacement	-	-	-	80,000	-	-	-	(80,000)
	Public Facility Health & Safety, Energy Efficiency	-	-	4,826,044	4,966,600	4,966,600	4,966,600		-
	Mental Health Partnerships	-	-	-	2,175,000	2,175,000	2,175,000	-	-
	SAVES Facility Improvements	-	-	-	-	705,000	-	705,000	705,000
	Dump Stations / Illegal Dumping	-	-	-	300,000	-	-	-	(300,000)
	Mutual Aid Regional Response	40,333	-	-	-	-	-	-	-
	Oasis vaccine clinic vinyl floor covering	-	14,983	-	5,020	5,020	-	-	-
	Sheriff Contract	-	4,500,000	1,666,667	2,000,000	2,000,000	2,000,000	-	-
	Emergency Operations Center Relocation	-	-	-	2,000,000	2,000,000	100,000	1,900,000	-
	Well-Being Lab - Mental Health Services	-	146,300	127,783	453,700	453,700	453,700	700,000	-
1. Public Health Total		**40,333**	**4,661,283**	**6,620,494**	**11,980,320**	**12,305,320**	**9,695,300**	**3,305,000**	**325,000**
2. Negative Economic Impacts									
	Business Retention	212,142	195,000	100,000	600,000	600,000	600,000	-	-
	Film Incentive Programs	30,000	49,256	-	60,470	60,470	60,470	-	-
	Business Grants	-	54,966	21,000	45,040	45,040	45,040	-	-
	Tourism	-	68,993	53,829	100,270	100,270	56,000	-	-
2. Negative Economic Impacts Total		**242,142**	**368,215**	**174,829**	**805,780**	**805,780**	**761,510**	**-**	**-**
3.Services to Disproportionately Impacted Communities									
	Library Services	17,306	86,617	53,856	131,300	131,300	82,270	35,270	-
	SAVES Operations	-	-	-	150,000	150,000	150,000	150,000	-
	Public Parks/Facilities Improvements	-		-	250,000	250,000	250,000	2,877,170	-
	Battery Storage Project	-	-	-	1,550,000	1,550,000	-	-	-
	Park Facility Energy Improvements	-	-	71,926	355,000	355,000	155,000	-	-
	Affordable Housing Programs		2,000,000	-	-	-	-	-	-
	Community Choice Aggregate Programs		1,754,220	745,780	745,780	745,780	745,780	-	-
	Recreation Sponsorship Program	-	-	-	75,000	75,000	-	-	-
3. Services to Disproportionately Impacted Communities Total		**17,306**	**3,840,837**	**871,562**	**3,257,080**	**3,257,080**	**1,383,050**	**3,062,440**	**-**
4. Premium Pay									
	Premium Pay	-	1,005,500	-	75,000	75,000	-	-	-
4. Premium Pay Total		**-**	**1,005,500**	**-**	**75,000**	**75,000**	**-**	**-**	**-**
5. Water, Sewer & Broadband Infrastructure									
	Storm Water Basin & Recycled Water Projects	-	-	-	400,000	400,000	-	-	-
5. Water, Sewer & Broadband Infrastructure Total		**-**	**-**	**-**	**400,000**	**400,000**	**-**	**-**	**-**

AMERICAN RESCUE PLAN ACT
FY 2025 OPERATING & CIP BUDGET
REVENUES & EXPENDITURES BY PROGRAM

ARPA Reporting Category	Project Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual YTD	FY 2024 Adopted	FY 2024 Revised	FY 2024 Projected	FY 2025 Proposed	$ Chg
6. Revenue Replacement									
	Multiagency Regional Resiliency Center (MARRC)	-	2,500,000	-	-	-	-	-	-
	Technology Infrastructure	35,500	122,832	-	-	-	-	-	-
	Unhoused Programs	-	-	718,314	2,000,000	2,000,000	2,000,000	-	-
	Hammack Center Demolition	-	15,050	284,513	734,950	409,950	409,950		(325,000)
	Park Improvements	-	-	53,852	500,000	500,000	250,000	250,000	-
	Records Digitization	-	-	165	2,200,000	2,200,000	1,255,000	-	-
	Film Consultants	-	59,300	57,975	59,300	59,300	59,300	-	-
6. Revenue Replacement Total		**35,500**	**2,697,182**	**1,114,819**	**5,494,250**	**5,169,250**	**3,974,250**	**250,000**	**(325,000)**
7. Administrative & Other									
	AdministrativeCosts	7,527	7,645	13,343	307,320	307,320	50,000	50,000	-
7. Administrative & Other Total		**7,527**	**7,645**	**13,343**	**307,320**	**307,320**	**50,000**	**50,000**	**-**
Expenditure Total		**342,808**	**12,580,662**	**8,795,047**	**22,319,750**	**22,319,750**	**15,864,110**	**6,667,440**	**-**
Remaining Allocation		**35,455,019**	**35,112,211**	**22,531,549**	**22,531,549**	**22,531,549**	**22,531,549**	**6,667,440**	
Expenditures		**342,808**	**12,580,662**	**8,795,047**	**22,319,750**	**22,319,750**	**15,864,110**	**6,667,440**	
Ending Available Fund Balance		**35,112,211**	**22,531,549**	**13,736,502**	**211,799**	**211,799**	**6,667,440**	**0**	

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
B0004	**ADA COMPLIANCE**	203	PROP A FUND	396,240	1,000	394,910
B0004	**ADA COMPLIANCE**	206	LOCAL TRANSP FUND ART 3	220,000	16,000	409,000
B0004	**ADA COMPLIANCE**	280	CDBG FUND	-	-	800,000
B0004 Total				**616,240**	**17,000**	**1,603,910**
B0013	**ADA COMP-AVE Q 12/10TH-12TH E**	280	CDBG FUND	175,730	130,000	-
B0013	**ADA COMP-AVE Q 12/10TH-12TH E**	214	PROP C LOCAL RETURN	6,180	5,990	-
B0013 Total				**181,910**	**135,990**	**-**
D0001	**AMARGOSA DRAINAGE**	222	AMARGOSA DRAINAGE FUND	20,000	-	20,000
D0001 Total				**20,000**	**-**	**20,000**
D0002	**ANAVERDE DRAINAGE**	223	ANAVERDE DRAINAGE FUND	20,000	-	20,000
D0002 Total				**20,000**	**-**	**20,000**
D0003	**PORTAL RIDGE DRAINAGE**	224	PORTAL RIDGE DRAINAGE FUND	20,000	-	20,000
D0003 Total				**20,000**	**-**	**20,000**
D0004	**PEARLAND DRAINAGE**	225	PEARLAND DRAINAGE FUND	20,000	-	20,000
D0004 Total				**20,000**	**-**	**20,000**
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	211	MEASURE A LA COUNTY PARKS	1,000,000	55,000	945,000
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	222	AMARGOSA DRAINAGE FUND	339,020	120,000	219,020
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	223	ANAVERDE DRAINAGE FUND	386,920	-	386,920
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	224	PORTAL RIDGE DRAINAGE FUND	448,700	-	448,700
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	225	PEARLAND DRAINAGE FUND	944,200	-	944,200
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	226	LITTLEROCK DRAINAGE FUND	50,000	-	50,000
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	230	BIG ROCK DRAINAGE FUND	73,400	-	73,400
D0008 Total				**3,242,240**	**175,000**	**3,067,240**
D0101	**DETENTION BASIN MAINT & REPAIR**	101	GENERAL FUND	160,000	-	160,000
D0101 Total				**160,000**	**-**	**160,000**
D0118	**PEARLAND DRAINAGE PLAN STUDY**	225	PEARLAND DRAINAGE FUND	530,000	50,000	480,000
D0118 Total				**530,000**	**50,000**	**480,000**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
D0119	**OASIS PARK BASIN UPGRADE**	225	PEARLAND DRAINAGE FUND	1,160,000	10,000	1,150,000
D0119 Total				**1,160,000**	**10,000**	**1,150,000**
D0120	**40TH E/AVE R DRAINAGE IMPRV**	225	PEARLAND DRAINAGE FUND	300,000	10,000	2,290,000
D0120 Total				**300,000**	**10,000**	**2,290,000**
D0171	**DRNG IMPR 25 W OLIVE DR/AVE S**	225	PEARLAND DRAINAGE FUND	500,000	-	500,000
D0171 Total				**500,000**	**-**	**500,000**
D0173	**TS HILARY-BERNARDIN WALL RPR**	225	PEARLAND DRAINAGE FUND	200,000	120,000	80,000
D0173 Total				**200,000**	**120,000**	**80,000**
D0174	**TS HILARY STORM DR RPR**	225	PEARLAND DRAINAGE FUND	20,000	-	-
D0174 Total				**20,000**	**-**	**-**
F0010	**CITY FACILITIES**	101	GENERAL FUND	171,180	-	-
F0010	**CITY FACILITIES**	229	PUBLIC FACILITIES FUND	120,470	171,180	120,470
F0010	**CITY FACILITIES**	240	FEDERAL FUNDS FUND	-	-	1,300,000
F0010	**MAV CITY FACILITIES**	157	MEASURE AV	450,000	205,000	245,000
F0010	**CITY FACILITIES ARPA**	158	AMERICAN RESCUE PLAN FUND	2,000,000	100,000	1,900,000
F0010 Total				**2,741,650**	**476,180**	**3,565,470**
F0028	**PTC WAYFINDING SIGNAGE**	203	PROP A FUND	58,200	16,800	20,000
F0028 Total				**58,200**	**16,800**	**20,000**
F0047	**LIBRARY IMPROVEMENTS**	241	STATE GRANTS FUND	698,000	425,000	273,000
F0047 Total				**698,000**	**425,000**	**273,000**
F0052	**PLAYHOUSE HVAC UPGRADE**	220	PARK DEVELOPMENT FUND	200,000	200,000	-
F0052	**PLAYHOUSE HVAC UPGRADE**	229	PUBLIC FACILITIES FUND	200,100	200,100	-
F0052 Total				**400,100**	**400,100**	**-**
F0056	**CIVIC CENTER WAYFINDING**	218	MEASURE R LOCAL RETURN	50,000	-	-
F0056 Total				**50,000**	**-**	**-**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
F0059	**SAVES RELOCATION**	280	CDBG FUND	5,000,000	-	-
F0059 Total				**5,000,000**	**-**	**-**
F0060	**PTC TRANSIT INFRSTR IMPR**	209	MEASURE M FUND	1,662,790	30,000	1,632,790
F0060 Total				**1,662,790**	**30,000**	**1,632,790**
F0061	**PTC SECURITY UPGRADE**	203	PROP A FUND	60,000		-
F0061 Total				**60,000**		**-**
F0062	**SAVES/OASIS GENERATORS**	241	STATE GRANTS FUND	28,980	57,820	-
F0062 Total				**28,980**	**57,820**	**-**
F0082	**PALMDALE FILM STAGE**	101	GENERAL FUND	100,000	-	100,000
F0082	**PALMDALE FILM STAGE**	229	PUBLIC FACILITIES FUND	-	-	200,000
F0082 Total				**100,000**	**-**	**300,000**
F0083	**CITY WIDE SECURITY**	157	MEASURE AV	2,187,490	450,000	1,250,000
F0083	**CITY WIDE SECURITY**	203	PROP A FUND	454,200	454,200	-
F0083 Total				**2,641,690**	**904,200**	**1,250,000**
F0121	**CITY DEV SVCS ELEVATOR REPAIR**	229	PUBLIC FACILITIES FUND	120,000	120,000	-
F0121 Total				**120,000**	**120,000**	**-**
F0122	**FIRE SUPRESSION RETROFITTING**	229	PUBLIC FACILITIES FUND	10,000	10,000	-
F0122 Total				**10,000**	**10,000**	**-**
F0137	**OASIS GENERATOR**	158	AMERICAN RESCUE PLAN FUND	155,000	155,000	-
F0137 Total				**155,000**	**155,000**	**-**
F0148	**OASIS REC CNTR ROOF**	101	GENERAL FUND	200,000	-	200,000
F0148 Total				**200,000**	**-**	**200,000**
F0149	**MK PARK REC CNTR CANOPY**	101	GENERAL FUND	132,288	-	132,290
F0149 Total				**132,288**	**-**	**132,290**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
F0150	DEV SVCS BLDG PAINT	101	GENERAL FUND	100,000	-	-
F0150 Total				**100,000**	**-**	**-**
F0156	HAMMACK CNT DEMO	158	AMERICAN RESCUE PLAN FUND	409,950	409,950	-
F0156 Total				**409,950**	**409,950**	**-**
F0158	OASIS VINYL FLOORS	158	AMERICAN RESCUE PLAN FUND	5,020	-	-
F0158 Total				**5,020**	**-**	**-**
F0161	CHIMBOLE/LIBRARY/CITY HALL IMP	101	GENERAL FUND	10,090	10,090	-
F0161	CHIMBOLE/LIBRARY/CITY HALL IMP	157	MEASURE AV	307,680	-	1,900,000
F0161 Total				**317,770**	**10,090**	**1,900,000**
F0164	FACILITY REPAIR	229	PUBLIC FACILITIES FUND	75,000		-
F0164 Total				**75,000**		**-**
F0178	SAVES TENANT IMPR	158	AMERICAN RESCUE PLAN FUND	705,000	-	705,000
F0178	SAVES TENANT IMPR	280	CDBG FUND	-	-	100,000
F0178 Total				**705,000**	**-**	**805,000**
G0007	PAVEMENT MANAGEMENT PROGRAM	204	PROP C FUND	-		-
G0007	PAVEMENT MANAGEMENT PROGRAM	207	LOCAL TRANSP FUND ART 8	-	205,650	130,000
G0007	PAVEMENT MANAGEMENT PROGRAM	214	PROP C LOCAL RETURN	300,620	-	-
G0007 Total				**300,620**	**205,650**	**130,000**
G0026	PUBLIC WORKS SOFTWARE UPGRADE	201	GAS TAX FUND	175,320	17,000	158,320
G0026	PUBLIC WORKS SOFTWARE UPGRADE	254	SEWER MAINT ASSESSMENT DIST	92,810	-	-
G0026	PUBLIC WORKS SOFTWARE UPGRADE	255	STREET LIGHT COUNTY DISTRICT	98,850	-	-
G0026 Total				**366,980**	**17,000**	**158,320**
G0028	HIGH SPEED RAIL ADM REIMB AGMT	241	STATE GRANTS FUND	570	570	-
G0028 Total				**570**	**570**	**-**
G0030	GENERAL PLAN UPDATE	101	GENERAL FUND	638,200	148,510	-
G0030	GENERAL PLAN UPDATE	241	STATE GRANTS FUND	68,760	51,760	17,000
G0030 Total				**706,960**	**200,270**	**17,000**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
G0095	PUB FAC ENERGY EFFICIENCY	101	GENERAL FUND	-	8,350	141,660
G0095	PUB FAC ENERGY EFFICIENCY	157	MEASURE AV	-	155,610	5,893,290
G0095	PUB FAC ENERGY EFFICIENCY	158	AMERICAN RESCUE PLAN FUND	4,966,600	4,966,600	-
G0095 Total				**4,966,600**	**5,130,560**	**6,034,950**
G0096	BATTERY STORAGE MCADAM	157	MEASURE AV	805,150	805,150	-
G0096	BATTERY STORAGE MCADAM	158	AMERICAN RESCUE PLAN FUND	1,550,000	-	-
G0096	BATTERY STORAGE PROJECT	205	AIR QUALITY IMPROVEMENT FUND	23,000	-	23,000
G0096 Total				**2,378,150**	**805,150**	**23,000**
G0157	DIGITAL EQUITY STUDY	241	STATE GRANTS FUND	325,000	160,000	165,000
G0157	BROADBAND INFRASTRUCTURE	158	AMERICAN RESCUE PLAN FUND	100,000	-	-
G0157 Total				**425,000**	**160,000**	**165,000**
G0162	LOCAL ROADWAY SAFETY PLAN	101	GENERAL FUND	8,000	8,000	-
G0162	LOCAL ROADWAY SAFETY PLAN	241	STATE GRANTS FUND	72,000	72,000	-
G0162 Total				**80,000**	**80,000**	**-**
G0165	EECBG GRANT	241	STATE GRANTS FUND	197,390	-	-
G0165 Total				**197,390**	**-**	**-**
G0166	SPORTSFIELD LIGHTING	157	MEASURE AV	5,606,180	-	-
G0166 Total				**5,606,180**	**-**	**-**
G0167	FACILITY ENERGY EFFICIENCY	101	GENERAL FUND	592,712	-	-
G0167 Total				**592,712**	**-**	**-**
G0168	RECORD DIGITIZATION	158	AMERICAN RESCUE PLAN FUND	2,200,000	1,255,000	-
G0168 Total				**2,200,000**	**1,255,000**	**-**
G0172	DOT CHARGING FAC INFRASTRUCTURE	240	FEDERAL FUNDS FUND	-	-	1,844,000
G0172 Total				**-**	**-**	**1,844,000**
L0011	AUTO MALL LANDSCAPE PROJECT	481	AD90-2 7TH ST WEST IMPROVEMENT	20,640	20,640	-
L0011 Total				**20,640**	**20,640**	**-**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
L0013	**LMD DESIGN AND RENOVATION**	251	LANDSCAPE MAINTENANCE FUND	817,240	250,000	-
L0013 Total				**817,240**	**250,000**	**-**
L0088	**PALM BLVD/47TH LNDSCP**	214	PROP C LOCAL RETURN	236,790	265,000	-
L0088 Total				**236,790**	**265,000**	**-**
P0009	**SAM YELLEN PARK**	156	PUBLIC ART FUND	-	175,000	-
P0009	**SAM YELLEN PARK**	157	MEASURE AV	9,998,780	10,798,780	-
P0009	**SAM YELLEN PARK**	211	MEASURE A LA COUNTY PARKS	1,549,300	1,549,300	-
P0009	**SAM YELLEN PARK**	220	PARK DEVELOPMENT FUND	8,393,100	7,593,100	-
P0009 Total				**19,941,180**	**20,116,180**	**-**
P0027	**DRY TOWN WP-REFURBISHMENT**	250	PARK ASSESSMENTS FUND	385,000	385,000	-
P0027 Total				**385,000**	**385,000**	**-**
P0042	**COMMUNITY PUBLIC ART PROJECTS**	156	PUBLIC ART FUND	60,000	-	60,000
P0042	**COMMUNITY PUBLIC ART PROJECTS**	242	MISC GRANT/DEVELOPER CONTRIB	44,760	19,150	25,610
P0042 Total				**104,760**	**19,150**	**85,610**
P0052	**MARIE KERR PARK N RIDE**	203	PROP A FUND	2,023,000	200,000	4,823,000
P0052	**MARIE KERR PARK N RIDE**	211	MEASURE A LA COUNTY PARKS	487,060	487,060	-
P0052	**MARIE KERR PARK N RIDE**	254	SEWER MAINT ASSESSMENT DIST	-	-	1,000,000
P0052 Total				**2,510,060**	**687,060**	**5,823,000**
P0054	**RANCHO VISTA PARK**	156	PUBLIC ART FUND	2,840	-	-
P0054	**RANCHO VISTA PARK**	220	PARK DEVELOPMENT FUND	322,780	322,780	-
P0054 Total				**325,620**	**322,780**	**-**
P0105	**MK PARK SWIM DECK & COVER**	211	MEASURE A LA COUNTY PARKS	1,000,000	500,000	500,000
P0105	**MK PARK SWIM DECK**	157	MEASURE AV	200,000	46,000	165,000
P0105 Total				**1,200,000**	**546,000**	**665,000**
P0107	**MEMORIAL & HONOR WALL**	157	MEASURE AV	-	2,280	-
P0107 Total				**-**	**2,280**	**-**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
P0109	**SPORTS FIELD MAINTENANCE**	157	MEASURE AV	3,192,270	2,483,810	1,512,440
P0109	**SPORTS FIELD MAINTENANCE**	242	MISC GRANT/DEVELOPER CONTRIB	115,000	-	115,000
P0109 Total				**3,307,270**	**2,483,810**	**1,627,440**
P0110	**PARK MASTER PLAN**	157	MEASURE AV	126,530	90,000	-
P0110 Total				**126,530**	**90,000**	**-**
P0111	**SPORTS FIELD LED LIGHT RETROFI**	157	MEASURE AV	1,061,320	1,061,320	3,200,000
P0111 Total				**1,061,320**	**1,061,320**	**3,200,000**
P0115	**DESERT SANDS PARK IMPROVEMENTS**	229	PUBLIC FACILITIES FUND	-	1,500	-
P0115 Total				**-**	**1,500**	**-**
P0116	**MK PARK IMPROVEMENTS**	158	AMERICAN RESCUE PLAN FUND	100,000	-	-
P0116 Total				**100,000**	**-**	**-**
P0117	**BOTW SNACK BAR**	158	AMERICAN RESCUE PLAN FUND	500,000	250,000	250,000
P0117 Total				**500,000**	**250,000**	**250,000**
P0130	**MCADAM PARK RENO**	242	MISC GRANT/DEVELOPER CONTRIB	275,000	275,000	-
P0130	**MCADAM PARK RENOV**	157	MEASURE AV	508,100	508,100	6,300,000
P0130	**MCADAM PARK RENOV**	254	SEWER MAINT ASSESSMENT DIST	-	-	200,000
P0130 Total				**783,100**	**783,100**	**6,500,000**
P0131	**COURSON REVITALIZATION GRNT**	242	MISC GRANT/DEVELOPER CONTRIB	3,959,140	250,000	3,709,140
P0131	**COURSON REVITALIZATION**	101	GENERAL FUND	150,000	-	150,000
P0131	**COURSON REVITALIZATION**	156	PUBLIC ART FUND	-	-	50,000
P0131	**COURSON REVITALIZATION**	158	AMERICAN RESCUE PLAN FUND	250,000	250,000	2,877,170
P0131 Total				**4,359,140**	**500,000**	**6,786,310**
P0140	**MK PARK POOL ENCLOSURE**	157	MEASURE AV	550,000	-	550,000
P0140 Total				**550,000**	**-**	**550,000**
P0144	**BARREL SPRINGS TRL IMPR**	220	PARK DEVELOPMENT FUND	42,000	-	42,000
P0144	**BARREL SPRINGS TRL IMPR**	242	MISC GRANT/DEVELOPER CONTRIB	308,000	-	-
P0144 Total				**350,000**	**-**	**42,000**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
P0151	**MCADAM CULTURAL ART**	156	PUBLIC ART FUND	75,000	-	75,000
P0151	**MCADAM CULTURAL ART**	157	MEASURE AV	-	-	150,000
P0151	**MCADAM CULTURAL ART**	220	PARK DEVELOPMENT FUND	75,000	-	75,000
P0151	**MCADAM CULTURAL ART**	242	MISC GRANT/DEVELOPER CONTRIB	150,000	-	-
P0151 Total				**300,000**	**-**	**300,000**
P0172	**PELONA VISTA P&R LIGHTING**	203	PROP A FUND	285,000	285,000	-
P0172 Total				**285,000**	**285,000**	**-**
P0176	**YELLEN SOCCER**	241	STATE GRANTS FUND	260,000	260,000	-
P0176 Total				**260,000**	**260,000**	**-**
P01X1	**PALMDALE AMP WIFI**	220	PARK DEVELOPMENT FUND	-	-	225,000
P01X1 Total				**-**	**-**	**225,000**
P01X2	**DT LITTLE MINER REFURBISHMENT**	300	WATER PARK	-	-	180,000
P01X2 Total				**-**	**-**	**180,000**
P01X3	**DT PATHWAY LIGHTING RETROFIT**	300	WATER PARK	-	-	350,000
P01X3 Total				**-**	**-**	**350,000**
P01X4	**DT SPLASH POOL PLASTER REPAIR**	300	WATER PARK	-	-	150,000
P01X4 Total				**-**	**-**	**150,000**
P01X5	**DT TOWER B MECHANICAL REFURB**	300	WATER PARK	-	-	216,000
P01X5 Total				**-**	**-**	**216,000**
P01X6	**DT TOWER B REPAIRS**	300	WATER PARK	-	-	750,000
P01X6 Total				**-**	**-**	**750,000**
P01X7	**PLAYHOUSE INFRSTR. MAINTENANCE**	220	PARK DEVELOPMENT FUND	-	-	275,000
P01X7 Total				**-**	**-**	**275,000**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
S0025	**STREET RESURFACING PROGRAM**	201	GAS TAX FUND	9,329,950	6,284,740	2,150,000
S0025	**STREET RESURFACING PROGRAM**	207	LOCAL TRANSP FUND ART 8	2,481,150	3,376,360	-
S0025	**STREET RESURFACING PROGRAM**	210	ROAD MAINT & REHAB ACCT FUND	6,505,670	6,505,670	1,800,000
S0025	**STREET RESURFACING PROGRAM**	214	PROP C LOCAL RETURN	5,246,610	4,030,620	1,216,000
S0025 Total				**23,563,380**	**20,197,390**	**5,166,000**
S0040	**RANCHO VISTA GRADE SEP PH II**	201	GAS TAX FUND	-	-	400,000
S0040 Total				**-**	**-**	**400,000**
S0044	**NO CO FORUM ITS EXPANSION**	203	PROP A FUND	385,650	3,057,980	-
S0044	**NO CO FORUMITS EXPANSION**	204	PROP C FUND	4,106,110	4,063,630	-
S0044 Total				**4,491,760**	**7,121,610**	**-**
S0049	**SR 138 PALMDALE BLVD 5TH/10TH**	208	MEASURE R FUND	19,856,960	980,960	18,876,000
S0049 Total				**19,856,960**	**980,960**	**18,876,000**
S0050	**SR 138/10TH ST W INTERCHANGE**	208	MEASURE R FUND	24,151,430	800,000	23,351,430
S0050 Total				**24,151,430**	**800,000**	**23,351,430**
S0051	**SR 138/PLMDL BLVD SB 14 RAMP**	208	MEASURE R FUND	31,253,250	2,700,000	39,615,370
S0051	**SR 138/PLMDL BLVD SB 14 RAMP**	209	MEASURE M FUND	3,351,220	-	3,351,220
S0051 Total				**34,604,470**	**2,700,000**	**42,966,590**
S0055	**SR 138 AVE N OVERCROSSING**	208	MEASURE R FUND	6,303,190	50,000	6,253,190
S0055 Total				**6,303,190**	**50,000**	**6,253,190**
S0058	**AVE R COMPLETE STRT & SAFE RTS**	201	GAS TAX FUND	500,000	55,450	1,521,090
S0058	**AVE R COMPLETE STRT & SAFE RTS**	207	LOCAL TRANSP FUND ART 8	1,716,720	640,190	-
S0058	**AVE R COMPLETE STRT & SAFE RTS**	209	MEASURE M FUND	1,636,720	1,636,720	-
S0058	**AVE R COMPLETE STRT & SAFE RTS**	240	FEDERAL FUNDS FUND	9,786,900	9,737,720	49,180
S0058 Total				**13,640,340**	**12,070,080**	**1,570,270**
S0061	**AVENUE R ITS SIGNAL SYNC**	203	PROP A FUND	589,430	30,000	559,430
S0061	**AVENUE R ITS SIGNAL SYNC**	204	PROP C FUND	2,880,170	-	2,880,170
S0061 Total				**3,469,600**	**30,000**	**3,439,600**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
S0062	**COUNTY PAVEMENT PROJECT**	218	MEASURE R LOCAL RETURN	365,550	-	365,550
S0062	**COUNTY PAVEMENT PROJECT**	219	MEASURE M LOCAL RETURN	575,090	-	575,090
S0062	**COUNTY PAVEMENT PROJ CONTRIB**	201	GAS TAX FUND	491,310	100,000	1,242,510
S0062	**COUNTY PAVEMENT PROJ CONTRIB**	254	SEWER MAINT ASSESSMENT DIST	-	-	364,800
S0062	**COUNTY PAVEMENT PROJ**	207	LOCAL TRANSP FUND ART 8	268,300	100,000	168,300
S0062	**COUNTY PAVEMENT PROJ**	210	ROAD MAINT & REHAB ACCT FUND	1,191,380	800,000	391,380
S0062 Total				**2,891,630**	**1,000,000**	**3,107,630**
S0066	**HSIP ROUNDABOUT @ S-8 & 40TH E**	208	MEASURE R FUND	60,360	60,360	-
S0066	**HSIP ROUNDABOUT @ S-8 & 40TH E**	240	FEDERAL FUNDS FUND	2,585,180	2,585,180	-
S0066	**S8 & 40TH EST**	156	PUBLIC ART FUND	50,000	-	50,000
S0066	**S8 & 40TH EAST**	218	MEASURE R LOCAL RETURN	1,636,570	1,636,570	-
S0066 Total				**4,332,110**	**4,282,110**	**50,000**
S0067	**CIVIC CENTER COMPLETE STREETS**	201	GAS TAX FUND	604,080	406,570	197,510
S0067	**CIVIC CENTER COMPLETE STREETS**	241	STATE GRANTS FUND	763,470	770,000	-
S0067	**CIVIC CENTER COMPLETE STREETS**	218	MEASURE R LOCAL RETURN	119,000	150,000	-
S0067	**CIVIC CENTER COMPLETE STREETS**	219	MEASURE M LOCAL RETURN	2,602,350	2,602,350	-
S0067 Total				**4,088,900**	**3,928,920**	**197,510**
S0072	**RV AND SIERRA AT GRADE SEP**	204	PROP C FUND	1,273,150	-	1,273,150
S0072 Total				**1,273,150**	**-**	**1,273,150**
S0075	**RV BLVD SH RR SAFETY CROSSING**	240	FEDERAL FUNDS FUND	3,862,380	458,660	3,403,720
S0075 Total				**3,862,380**	**458,660**	**3,403,720**
S0077	**20TH STREET WEST BRIDGE**	242	MISC GRANT/DEVELOPER CONTRIB	742,100	-	742,100
S0077 Total				**742,100**	**-**	**742,100**
S0094	**DOMENIC MASSARI BIKE LANE**	206	LOCAL TRANSP FUND ART 3	-	8,150	-
S0094	**DOMENIC MASSARI BIKE LANE**	241	STATE GRANTS FUND	64,720	64,720	-
S0094 Total				**64,720**	**72,870**	**-**
S00X1	**PALMDALE BLVD ACQUISITION**	201	GAS TAX FUND	-	-	500,000
S00X1 Total				**-**	**-**	**500,000**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
S00X2	**AVE T DESIGN & ENVIRONMENTAL**	210	ROAD MAINT & REHAB ACCT FUND	-	-	2,500,000
S00X2 Total				**-**	**-**	**2,500,000**
S0124	**AVE M RESURFACING**	214	PROP C LOCAL RETURN	300,000	-	300,000
S0124 Total				**300,000**	**-**	**300,000**
S0125	**AVE M SR14 TO 10TH PUB ART**	218	MEASURE R LOCAL RETURN	255,000	-	255,000
S0125 Total				**255,000**	**-**	**255,000**
S0126	**AVE M INTERCHG IMPRV**	208	MEASURE R FUND	6,615,380	-	6,615,380
S0126 Total				**6,615,380**	**-**	**6,615,380**
S0142	**AVE M GRADE SEPARATION EARMARK**	157	MEASURE AV	1,000,000	-	-
S0142	**AVE M GRADE SEPARATION EARMARK**	240	FEDERAL FUNDS FUND	-	-	1,500,000
S0142	**AVE M GRADE SEPARATION EARMARK**	219	MEASURE M LOCAL RETURN	-	-	500,000
S0142 Total				**1,000,000**	**-**	**2,000,000**
S0143	**GUARDRAIL MAINTENANCE**	201	GAS TAX FUND	479,000	479,000	-
S0143 Total				**479,000**	**479,000**	**-**
S0145	**AVE R SH RR SAFETY CRS**	240	FEDERAL FUNDS FUND	1,000,000	800,000	200,000
S0145 Total				**1,000,000**	**800,000**	**200,000**
S0146	**SR138 PLMD BLVD SIDEWALK GAP C**	209	MEASURE M FUND	550,000	-	550,000
S0146 Total				**550,000**	**-**	**550,000**
S0147	**NEC AVE R & SH RT TURN LANE**	219	MEASURE M LOCAL RETURN	750,000		-
S0147 Total				**750,000**		**-**
S0155	**MUSICAL ROAD**	158	AMERICAN RESCUE PLAN FUND	100,000	56,000	-
S0155 Total				**100,000**	**56,000**	**-**
S0169	**PARKING ENF/SIGNAGE/SWEEPING**	157	MEASURE AV	450,000	450,000	-
S0169 Total				**450,000**	**450,000**	**-**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
S0177	AVTA BUS STOPS	203	PROP A FUND	100,000	50,000	100,000
S0177 Total				**100,000**	**50,000**	**100,000**
T0006	TRAFFIC SIGNAL LEFT PHASING	221	TRAFFIC IMPACT FUND	100,000	-	100,000
T0006 Total				**100,000**	**-**	**100,000**
T0027	15 E/SR 138 INTRSCTN IMPRVMT	204	PROP C FUND	247,220	247,230	-
T0027 Total				**247,220**	**247,230**	**-**
T0031	AVE R 45TH ST E TRAFFIC SIGNAL	221	TRAFFIC IMPACT FUND	606,760	300,000	-
T0031 Total				**606,760**	**300,000**	**-**
T0032	RVB & DIVISION ST TRAFFIC	210	ROAD MAINT & REHAB ACCT FUND	802,970	80,970	700,000
T0032 Total				**802,970**	**80,970**	**700,000**
T0033	Traffic Signal - Auto Ctr & 5t	201	GAS TAX FUND	93,350	93,350	-
T0033 Total				**93,350**	**93,350**	**-**
T0127	TRAFFIC SIGNAL M & 20TH E	219	MEASURE M LOCAL RETURN	1,588,830	1,523,810	-
T0127 Total				**1,588,830**	**1,523,810**	**-**
T0129	RVB & ARMFIELD SIGNAL	210	ROAD MAINT & REHAB ACCT FUND	860,960	860,960	-
T0129 Total				**860,960**	**860,960**	**-**
T0163	CITYWIDE SIGNAL MOD	240	FEDERAL FUNDS FUND	5,857,920	-	5,857,920
T0163	CITYWIDE SIGNAL MOD	218	MEASURE R LOCAL RETURN	650,880	-	650,880
T0163 Total				**6,508,800**	**-**	**6,508,800**
T0170	TECHNOLOGY DR & 3 ST E	210	ROAD MAINT & REHAB ACCT FUND	1,150,000	-	1,150,000
T0170 Total				**1,150,000**	**-**	**1,150,000**
U0001	STORM GRADE UPGRADE	225	PEARLAND DRAINAGE FUND	1,000,000	-	1,000,000
U0001	STORM GRADE UPGRADE	228	SEWER UPGRADE FUND	434,110	100,000	334,110
U0001	STORM GRADE UPGRADE	254	SEWER MAINT ASSESSMENT DIST	2,700,000	-	2,700,000
U0001 Total				**4,134,110**	**100,000**	**4,034,110**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2024 Adopted	2024 Projected	2025 Proposed
U0002	**LIFT STATION ELIM SEWER REPAIR**	254	SEWER MAINT ASSESSMENT DIST	1,955,810	200,000	1,747,290
U0002 Total				**1,955,810**	**200,000**	**1,747,290**
U0003	**CITY WIDE SEWER REPAIRS**	254	SEWER MAINT ASSESSMENT DIST	-	5,600	250,000
U0003 Total				**-**	**5,600**	**250,000**
U0004	**SEWER MANHOLE REPAIR AND RAISE**	254	SEWER MAINT ASSESSMENT DIST	1,087,670	250,120	-
U0004 Total				**1,087,670**	**250,120**	**-**
U0134	**FLEET MAINTENANCE BLDG**	254	SEWER MAINT ASSESSMENT DIST	4,000,000	250,000	3,750,000
U0134 Total				**4,000,000**	**250,000**	**3,750,000**
U0135	**PRWA ADV RCYCL WATER PRJ**	158	AMERICAN RESCUE PLAN FUND	400,000	-	-
U0135 Total				**400,000**	**-**	**-**
Grand Total				**260,478,620**	**99,155,790**	**197,895,100**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
PERSONNEL REQUESTS

							FUNDING SOURCE						
Ref	Status	Division	Section	Position Title Requested	Union (Y/N)	Range	General Fund	Public Art Fund	Landscape Maintenance Fund	MAV	Housing Asset Fun	2025 Total	On-Boarding Expenses
	NEW POSITION REQUESTS												
1	FT	Neighborhood Services	Housing	Office Assistant I/II	No	20/22					72,560	72,560	3,500
2	FT	Public Works - Maintenance	Landscape	Maintenance Lead Worker	Yes	29				93,500		93,500	3,500
2	FT	Public Works - Parks Maintenance	Parks	Maintenance Specialist	Yes	31			96,000			96,000	3,500
4	PT	Parks and Recreation	Public Art	Coordinator I	No	31	30,500	3,380				33,880	3,500
				New Position Total			**$ 30,500**	**$ 3,380**	**$ 96,000**	**$ 93,500**	**$ 72,560**	**$ 295,940**	**$ 14,000**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL OUTLAY REQUESTS

Ref		Department	Division	Fleet	Information Technology	FY 2024-25 Proposed
	Information Technology					
1	Procurement and Contracts Software	Operations	Purchasing & Contracts		166,000	166,000
2	Azure Site Recovery	Operations	Information Technology		25,000	25,000
3	Conference Room Update	Operations	Information Technology		25,000	25,000
4	Backup System Replacement	Operations	Information Technology		250,000	250,000
5	3 Year IT Strategic Plan	Operations	Information Technology		75,000	75,000
6	Security Operations Center (service)	Operations	Information Technology		95,000	95,000
			Subtotal	**-**	**636,000**	**636,000**
	Capital Outlay					
7	Laser Level Package - Toro Field Pro	Public Works	Maintenance - Parks	9,000		9,000
8	Brush Cutter Attachment for Dingo	Public Works	Maintenance - Landscape	11,000		11,000
9	Stump Grinder Attachment for Dingo	Public Works	Maintenance - Landscape	6,500		6,500
10	Turf Top Dresser	Public Works	Maintenance - Parks	50,000		50,000
11	898314 Small Tractor w/Hydraulic Package - Sports Turf	Public Works	Maintenance - Parks	65,000		65,000
12	Klopping-Hardie Turf Renovation Implement	Public Works	Maintenance - Parks	23,000		23,000
13	Boom Sprayer for Utility Vehicle	Public Works	Maintenance - Parks	8,000		8,000
14	HD Dual Axle Dump Trailer	Public Works	Maintenance - Landscape	20,000		20,000
			Subtotal	**192,500**	**-**	**192,500**
	Replacement Vehicles					
15	500113 Water Truck (4K Copasity)	Public Works	Maintenance - Fleet	250,000		250,000
16	Ford F250 or Electric Transit Van (ACF Compliant)	Public Works	Maintenance - Fleet	85,000		85,000
17	808198 Loader Equivalent	Public Works	Maintenance - Streets	260,000		260,000
18	512011 Concrete Truck	Public Works	Maintenance - Fleet	100,000		100,000
19	700195 Paver	Public Works	Maintenance - Streets	375,000		375,000
20	310063 E-Transit Van	Public Works	Maintenance - Fleet	85,000		85,000
21	310141 F150 4x4	Public Works	Maintenance - Fleet	65,000		65,000
			Subtotal	**1,220,000**	**-**	**1,220,000**

CITY OF PALMDALE
FY 2025 PROPOSED BUDGET
CAPITAL OUTLAY REQUESTS

Ref		Department	Division	Fleet	Information Technology	FY 2024-25 Proposed
	New Vehicles					
22	Ford 150 Police Interceptor or similar (2)	Public Works	Code Enforcement	120,000		120,000
23	GEM eL XD Utility Vehicle	Parks & Recreation	Parks & Recreation	20,000		20,000
			Subtotal	**140,000**	**-**	**140,000**
	New Vehicles With Position					
24	E-Transit E350 Express Van - Maint Specialist Parks	Public Works	Maintenance - Parks	90,000		90,000
25	E-transit E350 Express Van - Graffiti Abatement	Public Works	Maintenance - Landscape	85,000		85,000
			Subtotal	**85,000**	**-**	**85,000**
			Total	**$ 1,637,500**	**$ 636,000**	**$ 2,273,500**

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-066

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

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

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

SECTION 2. The City Clerk shall certify the passage and adoption of this resolution Amending the City's Classification and Pay Plan for General Positions. It is deemed to be effective July 1, 2024.

SECTION 3. Adoption of this Resolution is contingent upon the City Council approving the FY 2024-25 City of Palmdale budget.

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

PASSED, APPROVED and **ADOPTED** this 26th day of June, 2024.

Approved as to form:

_____
Austin Bishop, Mayor

ATTEST:

_____
William P. Curley, III, City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 26th day of June, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

CLASSIFICATION & PAY PLAN - GENERAL POSITIONS
FY 2024-25
As of July 1, 2024

TITLE	RANGE #	HOURLY RANGE
Intern	14	$17.51 - $19.75
Administrative Intern	18	$19.17 - $24.47
Office Assistant I	20	$21.14 - $26.98
SAVES Assistant	22	$23.31 - $29.75
Neighborhood Compliance Officer	24	$25.7 - $32.81
Senior Neighborhood Compliance Officer	26	$28.34 - $36.16
Technician I	26	$28.34 - $36.16
Administrative Assistant	27	$29.75 - $37.97
Coordinator I	30	$34.44 - $43.96

TITLE	RANGE #	MONTHLY RANGE
Office Assistant I	20	$3,664 - $4,677
Account Clerk I	22	$4,040 - $5,157
Office Assistant II	22	$4,040 - $5,157
SAVES Assistant	22	$4,040 - $5,157
Account Clerk II	24	$4,455 - $5,687
Neighborhood Compliance Officer	24	$4,455 - $5,687
Community Compliance Aide I	26	$4,912 - $6,268
Community Service Officer	26	$4,912 - $6,268
Senior Account Clerk	26	$4,912 - $6,268
Senior Neighborhood Compliance Officer	26	$4,912 - $6,268
Technician I	26	$4,912 - $6,268
Administrative Assistant	27	$5,157 - $6,581
Community Compliance Aide II	28	$5,413 - $6,913
Specialist	28	$5,413 - $6,913
Technician II	28	$5,413 - $6,913

TITLE	RANGE #	MONTHLY RANGE
Senior Administrative Assistant	29	$5,687 - $7,256
Coordinator I	30	$5,970 - $7,620
Inspector I	30	$5,970 - $7,620
Planning Aide	30	$5,970 - $7,620
Senior Technician	30	$5,970 - $7,620
Buyer	31	$6,268 - $8,001
City Council Legislative Aide	31	$6,268 - $8,001
Code Enforcement Officer I	31	$6,268 - $8,001
Executive Assistant	31	$6,268 - $8,001
Supervisor I	31	$6,268 - $8,001
Assistant Planner	32	$6,581 - $8,400
Coordinator II	32	$6,581 - $8,400
Inspector II	32	$6,581 - $8,400
Specialist Sr	32	$6,581 - $8,400
Supervising Technician	32	$6,581 - $8,400
Code Enforcement Officer II	33	$6,913 - $8,821
Senior Buyer	33	$6,913 - $8,821
Supervisor II	33	$6,913 - $8,821
Analyst I	34	$7,256 - $9,263
Associate Planner	34	$7,256 - $9,263
Coordinator Sr	34	$7,256 - $9,263
Inspector Sr	34	$7,256 - $9,263
Senior Engineering Technician	34	$7,256 - $9,263
Code Enforcement Officer Sr	35	$7,620 - $9,726
Supervisor Sr	35	$7,620 - $9,726
Analyst II	36	$8,001 - $10,213
Supervising Coordinator	37	$8,400 - $10,714
Analyst Sr	38	$8,821 - $11,258
Safety Officer	38	$8,821 - $11,258
Superintendent	38	$8,821 - $11,258

TITLE	RANGE #	MONTHLY RANGE
Associate Engineer	39	$9,263 - $11,821
Project Manager	39	$9,263 - $11,821
Supervising Inspector	39	$9,263 - $11,821
Supervising Plan Reviewer	39	$9,263 - $11,821
Emergency Services Administrator	40	$9,726 - $12,414
Manager I	40	$9,726 - $12,414
Principal Planner	40	$9,726 - $12,414
Manager II	42	$10,714 - $13,685
Senior Civil Engineer	42	$10,714 - $13,685
City Clerk	43	$11,258 - $14,366
Building Official	44	$11,821 - $15,087
Manager Sr	44	$11,821 - $15,087
Deputy Director	46	$13,033 - $16,631
City Engineer	48	$14,366 - $18,339
Director	50	$15,839 - $20,219
Deputy City Manager	51	$16,631 - $21,230
Director of Public Works	51	$16,631 - $21,230
Assistant City Manager	55	$20,219 - $25,804
City Manager	Contract	Contract

City of Palmdale
Hourly Wage Range/Step Schedule - General Positions
Effective July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	17.51	18.27	19.17	19.75
15	15.97	17.51	18.27	19.17	20.14	21.14
16	17.51	18.27	19.17	20.14	21.14	22.21
17	18.27	19.17	20.14	21.14	22.21	23.31
18	19.17	20.14	21.14	22.21	23.31	24.47
19	20.14	21.14	22.21	23.31	24.47	25.70
20	21.14	22.21	23.31	24.47	25.70	26.98
21	22.21	23.31	24.47	25.70	26.98	28.34
22	23.31	24.47	25.70	26.98	28.34	29.75
23	24.47	25.70	26.98	28.34	29.75	31.23
24	25.70	26.98	28.34	29.75	31.23	32.81
25	26.98	28.34	29.75	31.23	32.81	34.44
26	28.34	29.75	31.23	32.81	34.44	36.16
27	29.75	31.23	32.81	34.44	36.16	37.97
28	31.23	32.81	34.44	36.16	37.97	39.88
29	32.81	34.44	36.16	37.97	39.88	41.86
30	34.44	36.16	37.97	39.88	41.86	43.96
31	36.16	37.97	39.88	41.86	43.96	46.16
32	37.97	39.88	41.86	43.96	46.16	48.46
33	39.88	41.86	43.96	46.16	48.46	50.89
34	41.86	43.96	46.16	48.46	50.89	53.44
35	43.96	46.16	48.46	50.89	53.44	56.11
36	46.16	48.46	50.89	53.44	56.11	58.92
37	48.46	50.89	53.44	56.11	58.92	61.81
38	50.89	53.44	56.11	58.92	61.81	64.95
39	53.44	56.11	58.92	61.81	64.95	68.20
40	56.11	58.92	61.81	64.95	68.20	71.62
41	58.92	61.81	64.95	68.20	71.62	75.19
42	61.81	64.95	68.20	71.62	75.19	78.95
43	64.95	68.20	71.62	75.19	78.95	82.88
44	68.20	71.62	75.19	78.95	82.88	87.04
45	71.62	75.19	78.95	82.88	87.04	91.38
46	75.19	78.95	82.88	87.04	91.38	95.95
47	78.95	82.88	87.04	91.38	95.95	100.75
48	82.88	87.04	91.38	95.95	100.75	105.80
49	87.04	91.38	95.95	100.75	105.80	111.08
50	91.38	95.95	100.75	105.80	111.08	116.65
51	95.95	100.75	105.80	111.08	116.65	122.48
52	100.75	105.80	111.08	116.65	122.48	128.60
53	105.80	111.09	116.65	122.48	128.60	135.02
54	111.09	116.65	122.48	128.60	135.02	141.78
55	116.65	122.48	128.60	135.02	141.78	148.87
56	122.48	128.60	135.02	141.78	148.87	156.30
57	128.60	135.02	141.78	148.87	156.30	164.12
58	135.02	141.78	148.87	156.30	164.12	172.33
59	141.78	148.87	156.30	164.12	172.33	180.95
60	148.87	156.30	164.12	172.33	180.95	189.99
61	156.30	164.12	172.33	180.95	189.99	199.50
62	164.12	172.33	180.95	189.99	199.50	209.46
63	172.33	180.95	189.99	199.50	209.46	219.95

City of Palmdale
Bi-weekly Wage Range/Step Schedule - General Positions
Effective July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	1,400.80	1,461.60	1,533.60	1,580.00
15	1,277.60	1,400.80	1,461.60	1,533.60	1,611.20	1,691.20
16	1,400.80	1,461.60	1,533.60	1,611.20	1,691.20	1,776.80
17	1,461.60	1,533.60	1,611.20	1,691.20	1,776.80	1,864.80
18	1,533.60	1,611.20	1,691.20	1,776.80	1,864.80	1,957.60
19	1,611.20	1,691.20	1,776.80	1,864.80	1,957.60	2,056.00
20	1,691.20	1,776.80	1,864.80	1,957.60	2,056.00	2,158.40
21	1,776.80	1,864.80	1,957.60	2,056.00	2,158.40	2,267.20
22	1,864.80	1,957.60	2,056.00	2,158.40	2,267.20	2,380.00
23	1,957.60	2,056.00	2,158.40	2,267.20	2,380.00	2,498.40
24	2,056.00	2,158.40	2,267.20	2,380.00	2,498.40	2,624.80
25	2,158.40	2,267.20	2,380.00	2,498.40	2,624.80	2,755.20
26	2,267.20	2,380.00	2,498.40	2,624.80	2,755.20	2,892.80
27	2,380.00	2,498.40	2,624.80	2,755.20	2,892.80	3,037.60
28	2,498.40	2,624.80	2,755.20	2,892.80	3,037.60	3,190.40
29	2,624.80	2,755.20	2,892.80	3,037.60	3,190.40	3,348.80
30	2,755.20	2,892.80	3,037.60	3,190.40	3,348.80	3,516.80
31	2,892.80	3,037.60	3,190.40	3,348.80	3,516.80	3,692.80
32	3,037.60	3,190.40	3,348.80	3,516.80	3,692.80	3,876.80
33	3,190.40	3,348.80	3,516.80	3,692.80	3,876.80	4,071.20
34	3,348.80	3,516.80	3,692.80	3,876.80	4,071.20	4,275.20
35	3,516.80	3,692.80	3,876.80	4,071.20	4,275.20	4,488.80
36	3,692.80	3,876.80	4,071.20	4,275.20	4,488.80	4,713.60
37	3,876.80	4,071.20	4,275.20	4,488.80	4,713.60	4,944.80
38	4,071.20	4,275.20	4,488.80	4,713.60	4,944.80	5,196.00
39	4,275.20	4,488.80	4,713.60	4,944.80	5,196.00	5,456.00
40	4,488.80	4,713.60	4,944.80	5,196.00	5,456.00	5,729.60
41	4,713.60	4,944.80	5,196.00	5,456.00	5,729.60	6,015.20
42	4,944.80	5,196.00	5,456.00	5,729.60	6,015.20	6,316.00
43	5,196.00	5,456.00	5,729.60	6,015.20	6,316.00	6,630.40
44	5,456.00	5,729.60	6,015.20	6,316.00	6,630.40	6,963.20
45	5,729.60	6,015.20	6,316.00	6,630.40	6,963.20	7,310.40
46	6,015.20	6,316.00	6,630.40	6,963.20	7,310.40	7,676.00
47	6,316.00	6,630.40	6,963.20	7,310.40	7,676.00	8,060.00
48	6,630.40	6,963.20	7,310.40	7,676.00	8,060.00	8,464.00
49	6,963.20	7,310.40	7,676.00	8,060.00	8,464.00	8,886.40
50	7,310.40	7,676.00	8,060.00	8,464.00	8,886.40	9,332.00
51	7,676.00	8,060.00	8,464.00	8,886.40	9,332.00	9,798.40
52	8,060.00	8,464.00	8,886.40	9,332.00	9,798.40	10,288.00
53	8,464.00	8,887.20	9,332.00	9,798.40	10,288.00	10,801.60
54	8,887.20	9,332.00	9,798.40	10,288.00	10,801.60	11,342.40
55	9,332.00	9,798.40	10,288.00	10,801.60	11,342.40	11,909.60
56	9,798.40	10,288.00	10,801.60	11,342.40	11,909.60	12,504.00
57	10,288.00	10,801.60	11,342.40	11,909.60	12,504.00	13,129.60
58	10,801.60	11,342.40	11,909.60	12,504.00	13,129.60	13,786.40
59	11,342.40	11,909.60	12,504.00	13,129.60	13,786.40	14,476.00
60	11,909.60	12,504.00	13,129.60	13,786.40	14,476.00	15,199.20
61	12,504.00	13,129.60	13,786.40	14,476.00	15,199.20	15,960.00
62	13,129.60	13,786.40	14,476.00	15,199.20	15,960.00	16,756.80
63	13,786.40	14,476.00	15,199.20	15,960.00	16,756.80	17,596.00

City of Palmdale
Monthly Wage Range/Step Schedule - General Positions
Effective July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	3,035	3,167	3,323	3,423
15	N/A	3,035	3,167	3,323	3,491	3,664
16	3,035	3,167	3,323	3,491	3,664	3,850
17	3,167	3,323	3,491	3,664	3,850	4,040
18	3,323	3,491	3,664	3,850	4,040	4,241
19	3,491	3,664	3,850	4,040	4,241	4,455
20	3,664	3,850	4,040	4,241	4,455	4,677
21	3,850	4,040	4,241	4,455	4,677	4,912
22	4,040	4,241	4,455	4,677	4,912	5,157
23	4,241	4,455	4,677	4,912	5,157	5,413
24	4,455	4,677	4,912	5,157	5,413	5,687
25	4,677	4,912	5,157	5,413	5,687	5,970
26	4,912	5,157	5,413	5,687	5,970	6,268
27	5,157	5,413	5,687	5,970	6,268	6,581
28	5,413	5,687	5,970	6,268	6,581	6,913
29	5,687	5,970	6,268	6,581	6,913	7,256
30	5,970	6,268	6,581	6,913	7,256	7,620
31	6,268	6,581	6,913	7,256	7,620	8,001
32	6,581	6,913	7,256	7,620	8,001	8,400
33	6,913	7,256	7,620	8,001	8,400	8,821
34	7,256	7,620	8,001	8,400	8,821	9,263
35	7,620	8,001	8,400	8,821	9,263	9,726
36	8,001	8,400	8,821	9,263	9,726	10,213
37	8,400	8,821	9,263	9,726	10,213	10,714
38	8,821	9,263	9,726	10,213	10,714	11,258
39	9,263	9,726	10,213	10,714	11,258	11,821
40	9,726	10,213	10,714	11,258	11,821	12,414
41	10,213	10,714	11,258	11,821	12,414	13,033
42	10,714	11,258	11,821	12,414	13,033	13,685
43	11,258	11,821	12,414	13,033	13,685	14,366
44	11,821	12,414	13,033	13,685	14,366	15,087
45	12,414	13,033	13,685	14,366	15,087	15,839
46	13,033	13,685	14,366	15,087	15,839	16,631
47	13,685	14,366	15,087	15,839	16,631	17,463
48	14,366	15,087	15,839	16,631	17,463	18,339
49	15,087	15,839	16,631	17,463	18,339	19,254
50	15,839	16,631	17,463	18,339	19,254	20,219
51	16,631	17,463	18,339	19,254	20,219	21,230
52	17,463	18,339	19,254	20,219	21,230	22,291
53	18,339	19,256	20,219	21,230	22,291	23,403
54	19,256	20,219	21,230	22,291	23,403	24,575
55	20,219	21,230	22,291	23,403	24,575	25,804
56	21,230	22,291	23,403	24,575	25,804	27,092
57	22,291	23,403	24,575	25,804	27,092	28,447
58	23,403	24,575	25,804	27,092	28,447	29,871
59	24,575	25,804	27,092	28,447	29,871	31,365
60	25,804	27,092	28,447	29,871	31,365	32,932
61	27,092	28,447	29,871	31,365	32,932	34,580
62	28,447	29,871	31,365	32,932	34,580	36,306
63	29,871	31,365	32,932	34,580	36,306	38,125

City of Palmdale
Yearly Wage Range/Step Schedule - General Positions
Effective July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	36,421	38,002	39,874	41,080
15	N/A	36,421	38,002	39,874	41,891	43,971
16	36,421	38,002	39,874	41,891	43,971	46,197
17	38,002	39,874	41,891	43,971	46,197	48,485
18	39,874	41,891	43,971	46,197	48,485	50,898
19	41,891	43,971	46,197	48,485	50,898	53,456
20	43,971	46,197	48,485	50,898	53,456	56,118
21	46,197	48,485	50,898	53,456	56,118	58,947
22	48,485	50,898	53,456	56,118	58,947	61,880
23	50,898	53,456	56,118	58,947	61,880	64,958
24	53,456	56,118	58,947	61,880	64,958	68,245
25	56,118	58,947	61,880	64,958	68,245	71,635
26	58,947	61,880	64,958	68,245	71,635	75,213
27	61,880	64,958	68,245	71,635	75,213	78,978
28	64,958	68,245	71,635	75,213	78,978	82,950
29	68,245	71,635	75,213	78,978	82,950	87,069
30	71,635	75,213	78,978	82,950	87,069	91,437
31	75,213	78,978	82,950	87,069	91,437	96,013
32	78,978	82,950	87,069	91,437	96,013	100,797
33	82,950	87,069	91,437	96,013	100,797	105,851
34	87,069	91,437	96,013	100,797	105,851	111,155
35	91,437	96,013	100,797	105,851	111,155	116,709
36	96,013	100,797	105,851	111,155	116,709	122,554
37	100,797	105,851	111,155	116,709	122,554	128,565
38	105,851	111,155	116,709	122,554	128,565	135,096
39	111,155	116,709	122,554	128,565	135,096	141,856
40	116,709	122,554	128,565	135,096	141,856	148,970
41	122,554	128,565	135,096	141,856	148,970	156,395
42	128,565	135,096	141,856	148,970	156,395	164,216
43	135,096	141,856	148,970	156,395	164,216	172,390
44	141,856	148,970	156,395	164,216	172,390	181,043
45	148,970	156,395	164,216	172,390	181,043	190,070
46	156,395	164,216	172,390	181,043	190,070	199,576
47	164,216	172,390	181,043	190,070	199,576	209,560
48	172,390	181,043	190,070	199,576	209,560	220,064
49	181,043	190,070	199,576	209,560	220,064	231,046
50	190,070	199,576	209,560	220,064	231,046	242,632
51	199,576	209,560	220,064	231,046	242,632	254,758
52	209,560	220,064	231,046	242,632	254,758	267,488
53	220,064	231,067	242,632	254,758	267,488	280,842
54	231,067	242,632	254,758	267,488	280,842	294,902
55	242,632	254,758	267,488	280,842	294,902	309,650
56	254,758	267,488	280,842	294,902	309,650	325,104
57	267,488	280,842	294,902	309,650	325,104	341,370
58	280,842	294,902	309,650	325,104	341,370	358,446
59	294,902	309,650	325,104	341,370	358,446	376,376
60	309,650	325,104	341,370	358,446	376,376	395,179
61	325,104	341,370	358,446	376,376	395,179	414,960
62	341,370	358,446	376,376	395,179	414,960	435,677
63	358,446	376,376	395,179	414,960	435,677	457,496

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-067

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

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

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

SECTION 2. The City Clerk shall certify the passage and adoption of this resolution Amending the City's Classification and Pay Plan for Bargaining Unit Positions. It is deemed to be effective July 1, 2024.

SECTION 3. Adoption of this Resolution is contingent upon the City Council approving the FY 2024-25 City of Palmdale budget.

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

PASSED, APPROVED and **ADOPTED** this 26th day of June, 2024.

Approved as to form:

_____
Austin Bishop, Mayor

ATTEST:

_____
William P. Curley, III, City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 26th day of June, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

CLASSIFICATION & PAY PLAN - REPRESENTED POSITIONS
FY 2024-25
As of July 1, 2024

TITLE	RANGE #	HOURLY RANGE
Maintenance Helper	14	$17.72 - $20.53

TITLE	RANGE #	MONTHLY RANGE
Custodian I	22	$4,117 - $5,255
Maintenance Worker I	23	$4,325 - $5,517
Custodian II	24	$4,538 - $5,793
Maintenance Worker II	25	$4,767 - $6,084
Operator I	27	$5,255 - $6,708
Operator II	29	$5,793 - $7,394
Lead Custodian	30	$6,084 - $7,767
Maintenance Leadworker	30	$6,084 - $7,767
Maintenance Specialist	30	$6,084 - $7,767
Operator Sr	31	$6,387 - $8,154
Traffic Sig Tech I	31	$6,387 - $8,154
Senior Maintenance Specialist	33	$7,043 - $8,821
Traffic Sig Tech II	33	$7,043 - $8,821
Landscape Inspector	34	$7,394 - $9,263
Senior Traffic Sig Tech	35	$7,767 - $9,726

City of Palmdale
Hourly Wage Range/Step Schedule - Bargaining Unit Positions
Effective July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	17.72	18.60	19.55	20.53
22	23.75	24.95	26.18	27.50	28.87	30.32
23	24.95	26.18	27.50	28.87	30.32	31.83
24	26.18	27.50	28.87	30.32	31.83	33.42
25	27.50	28.87	30.32	31.83	33.42	35.10
26	28.87	30.32	31.83	33.42	35.10	36.85
27	30.32	31.83	33.42	35.10	36.85	38.70
29	33.42	35.10	36.85	38.70	40.63	42.66
30	35.10	36.85	38.70	40.63	42.66	44.81
31	36.85	38.70	40.63	42.66	44.81	47.04
32	38.70	40.63	42.66	44.81	47.04	48.46
33	40.63	42.66	44.81	47.04	48.46	50.89
34	42.66	44.81	47.04	48.46	50.89	53.44
35	44.81	47.07	48.46	50.89	53.44	56.11

City of Palmdale
Bi-Weekly Range/Step Schedule - Bargaining Unit Positions
Effective July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	1,417.60	1,488.00	1,564.00	1,642.40
22	1,900.00	1,996.00	2,094.40	2,200.00	2,309.60	2,425.60
23	1,996.00	2,094.40	2,200.00	2,309.60	2,425.60	2,546.40
24	2,094.40	2,200.00	2,309.60	2,425.60	2,546.40	2,673.60
25	2,200.00	2,309.60	2,425.60	2,546.40	2,673.60	2,808.00
26	2,309.60	2,425.60	2,546.40	2,673.60	2,808.00	2,948.00
27	2,425.60	2,546.40	2,673.60	2,808.00	2,948.00	3,096.00
29	2,673.60	2,808.00	2,948.00	3,096.00	3,250.40	3,412.80
30	2,808.00	2,948.00	3,096.00	3,250.40	3,412.80	3,584.80
31	2,948.00	3,096.00	3,250.40	3,412.80	3,584.80	3,763.20
32	3,096.00	3,250.40	3,412.80	3,584.80	3,763.20	3,876.80
33	3,250.40	3,412.80	3,584.80	3,763.20	3,876.80	4,071.20
34	3,412.80	3,584.80	3,763.20	3,876.80	4,071.20	4,275.20
35	3,584.80	3,765.60	3,876.80	4,071.20	4,275.20	4,488.80

City of Palmdale
Monthly Wage Range/Step Schedule - Bargaining Unit Positions
Effective July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	3,071	3,224	3,389	3,559
22	4,117	4,325	4,538	4,767	5,004	5,255
23	4,325	4,538	4,767	5,004	5,255	5,517
24	4,538	4,767	5,004	5,255	5,517	5,793
25	4,767	5,004	5,255	5,517	5,793	6,084
26	5,004	5,255	5,517	5,793	6,084	6,387
27	5,255	5,517	5,793	6,084	6,387	6,708
29	5,793	6,084	6,387	6,708	7,043	7,394
30	6,084	6,387	6,708	7,043	7,394	7,767
31	6,387	6,708	7,043	7,394	7,767	8,154
32	6,708	7,043	7,394	7,767	8,154	8,400
33	7,043	7,394	7,767	8,154	8,400	8,821
34	7,394	7,767	8,154	8,400	8,821	9,263
35	7,767	8,159	8,400	8,821	9,263	9,726

City of Palmdale
Yearly Wage Range/Step Schedule - Bargaining Unit Positions
Effective July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	36,858	38,688	40,664	42,702
22	49,400	51,896	54,454	57,200	60,050	63,066
23	51,896	54,454	57,200	60,050	63,066	66,206
24	54,454	57,200	60,050	63,066	66,206	69,514
25	57,200	60,050	63,066	66,206	69,514	73,008
26	60,050	63,066	66,206	69,514	73,008	76,648
27	63,066	66,206	69,514	73,008	76,648	80,496
29	69,514	73,008	76,648	80,496	84,510	88,733
30	73,008	76,648	80,496	84,510	88,733	93,205
31	76,648	80,496	84,510	88,733	93,205	97,843
32	80,496	84,510	88,733	93,205	97,843	100,797
33	84,510	88,733	93,205	97,843	100,797	105,851
34	88,733	93,205	97,843	100,797	105,851	111,155
35	93,205	97,906	100,797	105,851	111,155	116,709

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-068

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

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

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

SECTION 2. The City Clerk shall certify the passage and adoption of this resolution Amending the City's Classification and Pay Plan for Parks and Recreation Unbenefited Positions. It is deemed to be effective July 1, 2024.

SECTION 3. Adoption of this Resolution is contingent upon the City Council approving the FY 2024-25 City of Palmdale budget.

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

PASSED, APPROVED and **ADOPTED** this 26th day of June, 2024.

Approved as to form:

_____
Austin Bishop, Mayor

ATTEST:

_____
William P. Curley, III, City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 26th day of June, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City of Palmdale
Hourly Wage Range/Step Schedule
Parks And Recreation Unbenefited Positions
Effective July 1, 2024

Range	Step A	Step B	Step C
1	18.67	19.60	20.58
2	19.60	20.58	21.61
3	20.58	21.61	22.70
4	22.70	23.82	25.02
5	23.82	25.02	26.27

City of Palmdale
Hourly Wage Range/Step Schedule
Parks And Recreation Unbenefited Positions
Effective July 1, 2024

Range	Step A	Step B	Step C
1	18.67	19.60	20.58
2	19.60	20.58	21.61
3	20.58	21.61	22.70
4	22.70	23.82	25.02
5	23.82	25.02	26.27

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY FOR Y-RATED POSITIONS.

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

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

SECTION 2. The City Clerk shall certify the passage and adoption of this resolution Amending the City's Classification and Pay Plan for Y-Rated Positions. It is deemed to be effective July 1, 2024.

SECTION 3. Adoption of this Resolution is contingent upon the City Council approving the FY 2024-25 City of Palmdale budget.

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

PASSED, APPROVED and **ADOPTED** this 26th day of June, 2024.

Approved as to form:

_____
Austin Bishop, Mayor

ATTEST:

_____
William P. Curley, III, City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 26th day of June, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City of Palmdale
Effective July 1, 2024

CITY OF PALMDALE
CLASSIFICATION AND PAY PLAN – "Y" Rated Positions
FY 2024 – 2025

TITLE	RANGE Hourly	RANGE #
Administrative Assistant	$40.64 per hour	27

City of Palmdale
Hourly Wage Range/Step Schedule - "Y" Rated Positions
FY 2024-25
As of July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
27	N/A	N/A	N/A	N/A	N/A	40.64

City of Palmdale
Bi-Weekly Wage Range/Step Schedule - "Y" Rated Positions
FY 2024-25
As of July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
27	N/A	N/A	N/A	N/A	N/A	3,251.47

City of Palmdale
Monthly Wage Range/Step Schedule - "Y" Rated Positions
FY 2024-25
As of July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
27	N/A	N/A	N/A	N/A	N/A	7,045

City of Palmdale
Annual Wage Range/Step Schedule - "Y" Rated Positions
FY 2024-25
As of July 1, 2024

Range	Step A	Step B	Step C	Step D	Step E	Step F
27	N/A	N/A	N/A	N/A	N/A	84,538

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-059, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RESTATING IN ITS ENTIRETY THE CITY OF PALMDALE MASTER SCHEDULE OF FEES AND PENALTIES AND REPEALING ALL PRIOR ENACTMENTS INCONSISTENT WITH THIS RESOLUTION**

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2024-059, a Resolution of the City Council of the City of Palmdale restating in its entirety the City of Palmdale Master Schedule of Fees and Penalties and repealing all prior enactments inconsistent with this resolution.

BACKGROUND

The State Constitution authorizes cities to impose user and regulatory fees on services and activities. However, the fees may not exceed the estimated reasonable cost of providing the service or performing the activity.

Periodically, the City Council adopts Fee Resolutions, which 1) revise existing fees, rates, or charges; 2) establish new fees, rates, or charges; or 3) revise headings or descriptive language for existing fees for the City's operating departments. Fee adjustments are necessary to keep pace with inflation and recover costs.

DISCUSSION

To better achieve the City's policy regarding cost recovery goals and to minimize General Fund subsidies for services provided, staff proposes adjustments to the Fee Schedule as outlined in the attached *City of Palmdale Master Schedule of Fees and Penalties.*

The U.S. Bureau of Labor Statistics publishes the Consumer Price Index (CPI) monthly, which compares the current prices for consumer goods to those one year ago. The

Consumer Price Index from April 2023 to April 2024 measured an increase in the price of overall goods of 3.9%. The proposed fee schedule incorporates an increase to all City imposed fees based on the CPI for the Greater Los Angeles area from April 2023 to April 2024 by 3.9%. Adjusting by the CPI allows the City to increase fees gradually to offset expenditure increases better and avoid drastic measures in future years.

Any action by the City to levy a new fee or service charge or to approve an increase in an existing fee or service must be approved by ordinance or resolution. Before any new fee or service charge can be added to the City of Palmdale Master Schedule of Fees, a public hearing must be held, and reasonable notice must be provided to the community members.

As such, Staff recommends that the City Council adopt Resolution No. CC 2024-059 and repeal all prior enactments inconsistent with it, authorizing the proposed adjustments to the City of Palmdale Master Schedule of Fees and Penalties, effective July 1, 2024.

A Public Hearing Notice was published in the local newspaper of general circulation on June 11, 2024, June 18, 2024, and June 25, 2024. At that time, the public was invited to make oral and written presentations as part of the regularly scheduled meeting. Additionally, written notice has been provided to interested parties who filed written requests for mailed notice of the meeting on new or increased development-related fees or service charges at least 14 days before the public meeting.

FISCAL IMPACT

Resolution No. CC 2024-059, if adopted, would allow for certain adjustments to fees and the implementation of policies, resulting in increased revenues that offset the cost of providing services.

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:	Bilkeyshia Jester, Senior Financial 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

Reso. No. CC 2024-059
Atch 1 FY 2024-25 Proposed Master Schedule of Fees and Penalties

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RESTATING IN ITS ENTIRETY THE CITY OF PALMDALE MASTER SCHEDULE OF FEES AND PENALTIES AND REPEALING ALL PRIOR ENACTMENTS INCONSISTENT WITH THIS RESOLUTION.

WHEREAS, The City Council has determined that City staff provides many types of services involving requests by City customers ("Applicants"), and the City imposes service fees ("Service Fees") and development-related fees ("Development Fees") upon Applicants to recover the costs of staff time, and other expenses related to providing these services; and

WHEREAS, Current Service Fees and Development Fees charged for the City's Services do not adequately recoup the City's costs of providing certain services, and thus, a significant amount of these costs are currently paid out of the City's general fund and, therefore, borne by the general public; and

WHEREAS, City Council finds that providing these Services is of special benefit to Applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to recover better the costs of providing these Services from Applicants who have sought the City's services by revising its schedule of City-Wide Master Schedule of Fees and Penalties; and

WHEREAS, The City desires to adjust certain fees up to the actual costs incurred by the City in providing these services; and

WHEREAS, Notice of public hearing has been given pursuant to Government Code Section 6062a, and written notice has been provided to interested parties who filed written requests for mailed notice of meetings on new or increased development-related fees or service charges; and

WHEREAS, The City Council conducted a duly noticed public hearing on June 26, 2024, at which time the public was invited to make oral and written presentations as part of the meeting prior to the adoption of this Resolution; and

WHEREAS, Not less than ten (10) days prior to the public hearing referenced above, the City made available for public inspection information required under Government Code Section 66000, *et seq*.; and

WHEREAS, The City published notice of the public hearing as described above in accordance with Government Code Sections 6062(a), 66014, 66016, 66017, and 66018 for the various Service Fees and Development Fees specified in this Resolution.

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

SECTION 1. In all respects, as set forth above, the Intent of the City Council is hereby incorporated by reference. Further, this Resolution repeals all prior enactments inconsistent with this Resolution.

SECTION 2. Adopt Resolution No. CC 2024-059 to authorize the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees and Penalties, attached hereto, and incorporated by reference herein.

SECTION 3. The fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees and Penalties for Fiscal Year 2024-25 and incorporated herein by reference are hereby approved and adopted as the City of Palmdale Master Schedule of Fees and Penalties to be imposed as set forth therein.

SECTION 4. Unless Federal or State regulations or an ordinance of the City prohibits such or prescribes alternate procedures, any person subject to payment of the fees, rates, and charges established hereunder may apply, in writing, to the City Manager for a waiver or reduction of such fees, rates, or charges. The application shall state in detail the factual basis for the request, including a description of the proposed project, program, activity, or other undertaking involved and the extraordinary benefits to the City resulting therefrom, which justify the requested waiver or reduction of fees, rates, or charges. The City Manager may consider the application and waive or reduce such a fee, rate, or charge upon finding it of extraordinary benefit to the City. The recipient of the relief granted by the City Manager must indemnify and defend the City against all legal challenges which, from time to time, may be brought against the City or any official of the City for, or as a result of, matters arising from such relief, directly or indirectly. The determination of the City Manager shall be final and conclusive.

SECTION 5. The City Council hereby finds and determines that the existing, new, or increased fees, rates, and charges established in this Resolution are in an amount reasonably necessary to recover the costs of providing the service, review, document, facility, or commodity for which such fee, rate, or charge is levied or authorized to be levied.

SECTION 6. The new rates, fees, and charges set forth in this Resolution shall become effective on the later of July 1, 2024, or the first date that the fees can legally be enforced. The City Clerk is hereby directed to provide, in permanent form, a signed copy of the City of Palmdale Master Schedule of Fees and Penalties to each City department by and through each City department head.

SECTION 7. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 26th day of June, 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 _____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

Master Schedule of Fees and Penalties

Presented to the Palmdale City Council on

June 26, 2024



Effective 7/1/2024

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The City of Palmdale

Master Schedule of Fees and Penalties

Presented to the Palmdale City Council on June 26, 2024

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BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
A. General Fees					
Investigation Fee for Work constructed Without a Permit:					
The investigation fee (Contractor) shall be equal to and in addition to the permit fees specified, but in no event shall the investigation fee be less than listed.	$ 363.25	$ 377.50	$ 14.25	3.9%	
Exception 1: The investigation fee (Homeowner) when the Building Official has determined that the owner-builder of a one family or two family dwelling, accessory building or accessory structure, had no knowledge that a permit was necessary and had not previously applied for a permit from Building and Safety office of the City of Palmdale.	$ 207.50	$ 215.50	$ 8.00	3.9%	
Exception 2: The foregoing provisions shall not apply to emergency work when it shall be proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit therefore before the commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so and if there is an unreasonable delay in obtaining such permit this exception shall not apply and the investigation fee shall be charged.					
The payment of the investigation fee shall not exempt any person from compliance with all other provisions nor from any penalty prescribed by law.					
Modifications Fee:					
A written application for the granting of such modifications shall be submitted together with a filing fee.					
up to 2 hours	$ 141.25	$ 146.75	$ 5.50	3.9%	per hour
Alternate Materials and Methods of Construction Fee:					
A written application for use of an alternate material or method of construction shall be submitted together with a filing fee.					
up to 2 hours	$ 218.00	$ 226.50	$ 8.50	3.9%	per hour
Additional fee above 2 hours	$ 141.25	$ 146.75	$ 5.50	3.9%	per hour
Appeals filing Fee:	$ 426.50	$ 443.25	$ 16.75	3.9%	
Noncompliance fee building for Group R, Division 3 Occupancies	$ 207.50	$ 215.50	$ 8.00	3.9%	
Noncompliance fee for all other occupancies, and shall be in addition to the fees specified elsewhere.	$ 363.25	$ 377.50	$ 14.25	3.9%	
Preliminary plan review Fees					
Building Per-site Evaluation (Commercial)					
Up to 2 hours	$ 218.00	$ 226.50	$ 8.50	3.9%	per hour
> 2 hours, or portion thereof (additional) per hour	$ 141.25	$ 146.75	$ 5.50	3.9%	per hour
Building Per-site Evaluation (Residential)					
Up to 2 hours	$ 218.00	$ 226.50	$ 8.50	3.9%	per hour
> 2 hours, or portion thereof (additional)	$ 141.25	$ 146.75	$ 5.50	3.9%	per hour
EXCEPTION: one staff member, not in excess of 15 minutes, shall charge no fee for a preliminary review.					
Special Inspector Registration fees	$ 145.25	$ 151.00	$ 5.75	4.0%	Annually
Special Inspector Registration Renewal Fee	$ 96.50	$ 100.25	$ 3.75	3.9%	Annually
B. Palmdale Building and Residential Code Permit and Plan Check Fees					
TABLE 1-A – Building Permit Fees*					
Total Valuation					
$0 to and including $700,	$ 43.50	$ 45.25	$ 1.75	4.0%	
More than $700 to and including $25,000,	$ 62.25	$ 64.75	$ 2.50	4.0%	
plus for each additional $1,000 or fraction thereof in excess of $1,000,	$ 22.25	$ 23.00	$ 0.75	3.4%	
$25,001 to and including $50,000,	$ 468.25	$ 486.50	$ 18.25	3.9%	
plus for each additional $1,000 or fraction thereof in excess of $25,000,	$ 16.75	$ 17.50	$ 0.75	4.5%	

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
$50,001 to and including $100,000,	$ 795.00	$ 826.00	$ 31.00	3.9%	
plus for each additional $1,000 or fraction thereof in excess of $50,000,	$ 12.75	$ 13.25	$ 0.50	3.9%	
$100,001 to and including $300,000,	$ 1,311.00	$ 1,362.25	$ 51.25	3.9%	
plus for each additional $1,000 or fraction thereof in excess of $100,000	$ 8.75	$ 9.00	$ 0.25	2.9%	
$300,001 - $1million	$ 3,065.25	$ 3,184.75	$ 119.50	3.9%	
plus for each additional $1,000 or fraction thereof in excess of $300,000	$ 8.25	$ 8.50	$ 0.25	3.0%	
$1 million -$10,000,000	$ 8,878.00	$ 9,224.25	$ 346.25	3.9%	
plus for each additional $1,000 or fraction thereof in excess of $1 million	$ 7.75	$ 8.00	$ 0.25	3.2%	
Over 10 million	$ 74,272.00	$ 77,168.50	$ 2,896.50	3.9%	
plus for each additional $1,000 or fraction thereof in excess of $10 million	$ 7.25	$ 7.50	$ 0.25	3.4%	
*Permit fees shall be increased by the following factors:					
SMIP Fees Group R - per $100,000 Valuation	$ 13.00	$ 13.00	$ -	0.0%	
SMIP Fees Other Occupancies - per $100,000 (PRC Code2705-2709.1)	$ 28.00	$ 28.00	$ -	0.0%	
BSASRF Fee per $100,000 Valuation(HSC 18931.6)	$ 4.00	$ 4.00	$ -	0.0%	
Building Valuation Fee as calculated from Table 1-A multiplied by the following factors:					
Combination permit Group R-3 and U	1.43	1.43			
Combination Pool Permit	2.00	2.00		0.0%	
Tenant Improvement	1.23	1.23		0.0%	
All other Occupancies	1.50	1.50		0.0%	
Partial Permit/Deferred Submittal Fee * (plus hourly review fee)	0.00	800.00	$ 800.00	100.0%	flat fee
Certified Access Specialist (CASp)					
Inspection	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
Plan review	$ 141.25	$ 146.75	$ 5.50	3.9%	per hour
Records Report Letter	$ 126.75	$ 131.75	$ 5.00	3.9%	
The following fees shall be paid before a permit is issued, inspection made, occupancy allowed or device operated:					
In addition to the fees set forth in Items A thru W below, for issuance of each inspection application receipt (charge by the hour)	$ 33.25	$ 34.50	$ 1.25	3.8%	
A. For a site inspection not otherwise covered herein by a fee and which is regulated by the City of Palmdale	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
B. For inspection of any use, occupancy or change in use or occupancy: Group R or U Occupancy,(Residential)	$ 218.00	$ 226.50	$ 8.50	3.9%	
C. Occupancy groups other than R or U (Commercial)					
Affected floor area:					
Less than 5,000 square feet,	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
5,001 to 10,000 square feet,	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
10,000 to 100,000 square feet,	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
Above 100,000 square feet,	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the initial and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with any provisions of this PBC.					
D. For inspection of the repair or rehabilitation of a building or structure declared substandard by notice filed with the Department of Registrar Recorder, the fee shall not be less than $122 per hour based on the number of hours required to complete the inspection	$ 126.75	$ 131.75	$ 5.00	3.9%	

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
E. For inspection of the demolition of a building or structure (including sewage system termination), $200	$ 207.50	$ 215.50	$ 8.00	3.9%	
F. For inspection or reinspection of Group A, Division 4 structures, each	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
G. For inspection of structures or devices regulated by Chapter 66:					
The first structure or device (charge by the hour no matter # of structures)	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
H. For application and investigation for relocation building permits as required by Chapter 68:					
Floor area: Up to 2,500 square feet (charge by the hour, not square footage)	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
I. For investigation and/or permit for trailer coaches as required by Chapter 69	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
J. For inspection outside of normal business hours, per hour	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour. 4 hr minimum
K. For inspection for which no fee is specifically indicated, per hour	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
L. For inspection of barriers for swimming pools, spas and hot tubs, per hour	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
M. For a single copy of a microfilmed permit	$ 3.00	$ 3.00	$ -	0.0%	
N. For determining occupant load for purposes of parking requirements pursuant to the Zoning Ordinance, per hour	$ 141.25	$ 146.75	$ 5.50	3.9%	per hour
O. For reproduction of or generation of standard permit reports per month (Statistical Report Permit)	$ 35.25	$ 36.50	$ 1.25	3.5%	
P. For assignment of house numbers	$ 54.00	$ 56.00	$ 2.00	3.7%	
Q. For additional review required by changes, additions or revisions of approved or resubmitted plans or reports, per hour	$ 141.25	$ 146.75	$ 5.50	3.9%	
R. For additional review required beyond the initial and second check of plans or reports	10% of original fee for each plan check after 3rd review	10% of original fee for each plan check after 3rd review	10% of original fee for each plan check after 3rd review	10% of original fee for each plan check after 3rd review	
S. For the issuance of a certificate of occupancy	$ 103.75	$ 107.75	$ 4.00	3.9%	
T. For the issuance of a temporary certificate of occupancy	$ 155.75	$ 161.75	$ 6.00	3.9%	
U. For each extension of a temporary certificate of occupancy	$ 103.75	$ 107.75	$ 4.00	3.9%	
V. Notice and Order Processing Fees Service Fee					
(a) Processing	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
(b) Recording or resending of notice	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
(c) Preparation of Job Specifications	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
(d) City Council Documents	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
(e) Contract Cancellation	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
(f) Contract Performance Inspection	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
(g) Billing	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
(h) Record Special Assessment	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
(i) Filing of Special Assessment	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
Plan Checking or Review Fees for Buildings or Structures					
When an application for a building permit is submitted for review, whether or not plans and specifications are required by Section 106.4.2, *a fee shall be paid to the Building Official. Said fee shall be equal to 85 percent of the building permit fee* as set forth in Table 1-A, provided. In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with other provisions of this PBC.	$ 141.25	$ 146.75	$ 5.50	3.9%	per hour

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
$0 - $5,000	85% of Permit Fee w/minimum fee of $141.25	85% of Permit Fee w/minimum fee of $146			
$5,001 - $25,000	85% of Permit Fee w/minimum fee of $141.25	85% of Permit Fee w/minimum fee of $146			
$25,001 - $50,000	85% of Permit Fee w/minimum fee of $141.25	85% of Permit Fee w/minimum fee of $146			
$50,001 - $100,000	85% of Permit Fee w/minimum fee of $141.25	85% of Permit Fee w/minimum fee of $146			
$100,001 - $300,000	85% of Permit Fee w/minimum fee of $141.25	85% of Permit Fee w/minimum fee of $146			
$300,001 - $1million	85% of Permit Fee w/minimum fee of $141.25	85% of Permit Fee w/minimum fee of $146			
$1million - $10million	85% of Permit Fee w/minimum fee of $141.25	85% of Permit Fee w/minimum fee of $146			
The fees specified in this section are separate fees from the permit fees specified above.					
Expedited Plan Check fee available for the processing of first time plan checks and re-checks for an additional 50% of the original Plan Check Fee.	Additional 50% of Original Plan Check Fee	Additional 50% of Original Plan Check Fee			
Standard Plans					
The Building Official may approve a set of plans for a building or structure as a "standard plans," provided that the applicant has made proper application, submitted complete sets of plans as required by this section, and paid the plan checking fee required above, or fee listed for standard plans, whichever is greater.	50% plan check fee	50% plan check fee			
Plans shall reflect laws and ordinances in effect at the time a permit is issued except as provided herein below in this section. Nothing in this section shall prohibit modifying the permit set of plans to reflect changes in laws and ordinances, which have become effective since the approval of the standard plan. *The standard plans shall become null and void where the work required by such changes exceeds ten percent of the value of the building or structure. When it is desired to use an approved "standard plan" for an identical structure, two plot plans and one duplicate plan shall be submitted and a plan checking fee equal to 70 percent of the full plan checking fee required above shall be paid at the time application is made for such identical structure*. Such duplicate plans shall be compared, stamped and kept on the project site. In case of deviation from this standard plan, except as permitted in this section, complete plans, together with a full plan-checking fee, shall be submitted for the proposed work.					
Standard plans shall be valid for a period of one year from the date of approval. The standard plan can be extended by the Building Official an additional year upon payment of an extension fee equal to 30% of the original fee providing the standard plans are being restandardized under the same year codes as the original standard plan approval.					
107.4 Expiration of Plan Application					

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Applications for building, grading, landscape and relocation building permits for which no permit is issued within one year following the date of application shall expire by limitation. Plans and specifications previously submitted may thereafter be returned to the applicant or destroyed by the Building Official or City Engineer. The Building Official or City Engineer may extend the time for action by the applicant for a period not exceeding six months beyond the one-year limit upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken and upon payment of an extension fee equal to 25 percent of the plan check fee. No permit application shall be extended more than once. Once an application has expired, the applicant shall resubmit plans and specifications and pay a new 100% plan check fee.	25% of plan check fee	25% of plan check fee			
C. Electrical Code Permit and Plan Check Fees					
Except as otherwise provided in the PAP, at the time of filing an application a fee shall be paid to the City of Palmdale as set forth in this Section.					
Electrical Permit Fees.					
PERMITS					
For issuing permits, each	$ 33.25	$ 34.50	$ 1.25	3.8%	
System Fee Schedule					
(Note: The following do not include permit-issuance fees.)					
New Residential Buildings					
The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.					
For new multifamily residential buildings (apartments and condominiums) having three (3) or more living units not including garages, carports, and other noncommercial automobile storage areas constructed at the same time, per square foot	$ 0.11	$ 0.11	$ -	0.0%	
For garages, carports, and other accessory buildings, used in conjunction with multifamily residential buildings use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.					
For new single or two-family residential buildings not including garages, carports and other minor accessory buildings constructed at the same time, per square foot	$ 0.11	$ 0.11	$ -	0.0%	
For garages, carports and other minor accessory buildings constructed at the same time as single or two-family residential buildings, a fee will not be required. For other types of residential occupancies and alterations, additions and modifications to existing residential buildings, use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.					
Private Swimming Pools					
For new private, residential, in ground swimming pools for single or multi-family occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each	$ 77.75	$ 80.75	$ 3.00	3.9%	
New Commercial Swimming Pools / Spas	$ 77.75	$ 80.75	$ 3.00	3.9%	
For other types of swimming pools, therapeutic whirlpools, spas, hot tubs and alterations to existing swimming pools, each	$ 53.00	$ 55.00	$ 2.00	3.8%	
Carnivals and Circuses					
Carnivals, circuses or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions:					

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
For electric generators and electrically driven rides, each	$ 27.00	$ 28.00	$ 1.00	3.7%	
For mechanically driven rides and walk-through attractions or displays having electric lighting, each					each ride/display with electrical + Electrical Permit Fee
For a system of area and booth lighting, each	$ 16.50	$ 17.25	$ 0.75	4.5%	
For permanently installed rides, booths, displays and attractions, use UNIT FEE SCHEDULE.					
Temporary Power Service					
For a temporary service power pole or pedestal, including all pole or pedestal mounted receptacle outlets and appurtenances, each	$ 43.50	$ 45.25	$ 1.75	4.0%	
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, fireworks stands, sales booths, additional pole, etc., each	$ 21.75	$ 22.50	$ 0.75	3.4%	
Branch Circuit and Unit Fee Schedules					
(Note 1: The following do not include permit issuance fees. Note 2: Where appropriate either fee schedule may be used.)					
Branch Circuit Fees (Alternate to Unit Fees)					
Branch circuit fees apply to new branch circuit wiring and the lighting fixtures, switches and receptacles, which are supplied by these branch circuits, including their outlets.					
For 15 or 20 ampere 120 volt lighting or general use receptacles:					
First 10 branch circuits, each	$ 25.00	$ 26.00	$ 1.00	4.0%	
Each additional branch circuit from 11 to 40 inclusive	$ 25.00	$ 26.00	$ 1.00	4.0%	
Each additional branch circuit over 40	$ 25.00	$ 26.00	$ 1.00	4.0%	
For 15 or 20 ampere 208 volt to 277 volt lighting, each	$ 25.00	$ 26.00	$ 1.00	4.0%	
EXCEPTION. An individual multi wire branch circuit supplying one appliance may be counted as one circuit.					
Inspection not specified - 1/2 hr	$ 62.25	$ 64.75	$ 2.50	4.0%	
Inspection not specified - 1 hr	$ 124.50	$ 129.25	$ 4.75	3.8%	
Unit Fees (Alternate to Branch Circuit Fees)					
Receptacle, Switch, Lighting, or other:					
For receptacle, switch, lighting, or other outlets at which current is used or controlled, except services, feeders and meters					
First 20, each	$ 3.00	$ 3.00	$ -	0.0%	
Additional outlets, each	$ 1.00	$ 1.00	$ -	0.0%	
(Note: For multi-outlet assemblies, each five feet or fraction thereof may be considered as one outlet.)					
Lighting Fixtures					
For lighting fixtures, sockets, or other lamp-holding devices:					
First 20, each	$ 3.00	$ 3.00	$ -	0.0%	
Additional fixtures, each	$ 2.00	$ 2.00	$ -	0.0%	
For pole or platform mounted lighting fixtures, each	$ 3.00	$ 3.00	$ -	0.0%	
For theatrical-type lighting fixtures or assemblies, each	$ 3.00	$ 3.00	$ -	0.0%	
Residential Appliances of Three Horsepower or Less					

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room, console, or through-wall air conditioners, space heaters, food-waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances, not exceeding three (3) horsepower (HP) in rating, each	$ 12.50	$ 13.00	$ 0.50	4.0%	
(Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.)					
Other Appliances of Three Horsepower or Less					
For any appliance installed in a nonresidential occupancy and not exceeding three (3) horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA) in rating, including medical and dental devices, food, beverage, and ice cream cabinets, illuminated showcases, drinking fountains, vending machines, laundry machines, or other similar types of equipment, each	$ 15.50	$ 16.00	$ 0.50	3.2%	
(Note 1: As used in the above sentence, “nonresidential occupancy” includes but is not limited to hotels and motels but excludes apartments and single-family dwellings. Note 2: For other types of air conditioners and other motor driven appliances having larger electrical ratings, see Power Apparatus.)					
Power Apparatus					
For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus with a rating as follows:					
Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (K-VA), or kilovolt-amperes-reactive (K-VAR):					
Rating over 3 and not over 10, each	$59.25	$ 61.50	$ 2.25	3.8%	
Rating over 10 and not over 50, each	$59.25	$ 61.50	$ 2.25	3.8%	
Rating over 50 and not over 100, each	$59.25	$ 61.50	$ 2.25	3.8%	
Rating over 100, each	$59.25	$ 61.50	$ 2.25	3.8%	
(Note 1: For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2.					
These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.)					
(Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.)					
Signs, Outline Lighting, and Marquees					
For signs, outline lighting systems, or marquees supplied from one branch circuit, each	$ 38.50	$ 40.00	$ 1.50	3.9%	
For additional branch circuits within the same sign, outline lighting system, or marquee, each	$ 12.50	$ 13.00	$ 0.50	4.0%	
Services, Switchboards, Switchboard Sections, Motor-Control-Centers and Panelboards					
For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and not over 399 amperes in rating, each					
up to 399 Amps	$ 39.50	$ 41.00	$ 1.50	3.8%	
400-1000 Amps	$ 75.75	$ 78.75	$ 3.00	4.0%	+ Electrical Permit Fee
over 1000 Amp	$ 161.00	$ 167.25	$ 6.25	3.9%	+ Electrical Permit Fee

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and over 399 amperes to 1,000 amperes in rating, each	$ 75.75	$ 78.75	$ 3.00	4.0%	
up to 399 Amps	$ 39.50	$ 41.00	$ 1.50	3.8%	+ Electrical Permit Fee
400-1000 Amps	$ 75.75	$ 78.75	$ 3.00	4.0%	+ Electrical Permit Fee
over 1000 Amp	$ 161.00	$ 167.25	$ 6.25	3.9%	+ Electrical Permit Fee
For services, switchboards, switchboard sections, motor control centers and panelboards over 600 volts or over 1,000 amperes in ratings, each	$ 161.00	$ 167.25	$ 6.25	3.9%	
Other Inspections					
For each extra inspection resulting from defective workmanship or materials, each	$ 126.75	$ 131.75	$ 5.00	3.9%	per hour
For inspection of electrical equipment for which no fee is herein set forth and for emergency inspections for the time consumed:					
General Inspection per Permit (Commercial)					
For the first 1/2 hour, or fraction thereof	$ 62.25	$ 64.75	$ 2.50	4.0%	
Or, for each hour, or fraction thereof	$ 124.50	$ 129.25	$ 4.75	3.8%	
General Inspection per Permit (Residential)					
For the first 1/2 hour, or fraction thereof	$ 62.25	$ 64.75	$ 2.50	4.0%	
Or, for each hour, or fraction thereof	$ 124.50	$ 129.25	$ 4.75	3.8%	
For any single hazardous location area, as defined in Article 100 of the National Electrical Code, larger than 2,000 sq. ft. or an aggregate area consisting of smaller hazardous location areas totaling over 2,000 sq. ft., a surcharge in addition to any other applicable fees, each	$ 218.00	$ 226.50	$ 8.50	3.9%	
For investigation and review of test reports from local testing laboratories, or to comply with the requirements of Section 83-3, alternate materials and methods: Reports for one (1) to ten (10) electrical items, apparatus, machine tools, appliances or other electrical equipment	$ 141.25	$ 146.75	$ 5.50	3.9%	per hour
For investigation of alternate materials and methods performed by the Chief Electrical Inspector, as required by Section 83-3 of the Palmdale Electrical Code:					
For the initial filing fee	$ 286.50	$ 297.75	$ 11.25	3.9%	
For each hour or fraction thereof, in excess of two	$ 141.25	$ 146.75	$ 5.50	3.9%	
In addition to the aforementioned fees, the Building Official may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant.	$ 141.25	$ 146.75	$ 5.50	3.9%	
Photovoltaic System (PV)					
Residential (Not Solar APP+)					
Flat fee up to 10 Kw	$ 450.00	$ 450.00	$ -	0.0%	
above 10 KW, $15 per KW (per Government Code 66015)	$ 15.50	$ 15.50	$ -	0.0%	
Inspection (plus fully allocated hourly rate for re-inspection)	$ -	$ -	$ -	0.0%	included w/ PV permit
Re-inspection	$ 126.75	$ 131.75	$ 5.00	3.9%	
Solar APP+					
Residential					
Flat fee up to 10 Kw	$ 314.00	$ 314.00			
above 10 KW, $15 per KW (per Government Code 66015)	$ 15.50	$ 15.50			

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Inspection (plus fully allocated hourly rate for re-inspection)					Included w/ PV Permit
Re-inspection	$ 126.75	$ 131.75	$ 4.25	3.4%	
Non-residential - Less than 600V					
Flat fee up to 50kW	$ 1,038.00	$ 1,078.50	$ 40.50	3.9%	
51kW to 250kW, $7 per kW	$ 7.25	$ 7.50	$ 0.25	3.4%	
Above 250kW, $5 per KW (per Government Code 66015)	$ 5.25	$ 5.50	$ 0.25	4.8%	
Non-residential - 600V or more					
Flat fee up to 50kW	$ 1,038.00	$ 1,078.50	$ 40.50	3.9%	
51kW to 250kW, $7 per kW	$ 7.25	$ 7.50	$ 0.25	3.4%	
Above 250kW, $5 per KW (per Government Code 66015)	$ 5.25	$ 5.50	$ 0.25	4.8%	
Thermal Photovoltaic Systems					
Flat fee up to 30kW	$ 1,038.00	$ 1,078.50	$ 40.50	3.9%	
30kW to 260kW, $7 per kW	$ 7.25	$ 7.50	$ 0.25	3.4%	
Above 260kW, $5 per kW or based on project valuation	$ 5.25	$ 5.50	$ 0.25	4.8%	
Pedestal					
Up to 399 Amps	$ 39.50	$ 41.00	$ 1.50	3.8%	
400 to 1000 Amps	$ 75.75	$ 78.75	$ 3.00	4.0%	
Over 1000 Amps	$ 161.00	$ 167.25	$ 6.25	3.9%	
Vehicle Charging Station					
Residential	$ 34.25	$ 35.50	$ 1.25	3.6%	
Commercial (based on project valuation)					Fee Based on Project Valuation
Electrical Plan Check Fees					
Plans are required to be submitted for any of the work described below. A plan checking fees shall be paid when the plans are submitted for review. With respect to the work described below wiring shall not be installed, nor any other work for which a permit is required shall be done, until the plans have been approved. Only after the plans have been approved may the applicant apply for an electrical permit for such work. Plans are required for the following:					
(1) An Installation where one or more services, switchboards, motor control centers or feeders have a rating of 400 amperes or larger at 600 volts or less;					
(2) Any installations rated above 600 volts;					
(3) Theaters or motion picture theaters;					
(4) Assembly rooms or similar places having an assemblage or seating capacity exceeding 500 persons;					
(5) A hospital or other health care facility falling within the scope of Article 517 of the Electrical code;					
(6) Installations in locations classed as hazardous locations by the provisions of Chapter 5 of the Electrical code;					
(7) Installation of lighting fixtures weighing more than 300 pounds;					
(8) Tenant improvement installations requiring review to verify compliance with the State's Electrical Energy Conservation requirements (Title 24). This energy plan check is in addition to the plan					
The fee for each plan check pursuant to subsection above shall be equal to seventy percent (70%) of the required permit fee, however, the minimum fee shall be	$ 141.25	$ 146.75	$ 5.50	3.9%	
Maintenance Electrician Registration Fee	$ 176.50	$ 183.50	$ 7.00	4.0%	annually
D. Plumbing/Sewer Permit and Plan Check Fees					
Plumbing Sewer and private sewage disposal permit fees shall be paid as follows. For the purpose of this section, a sanitary plumbing outlet on which or to which a plumbing fixture or appliance may be set or attached shall be construed to be a fixture. Built in dishwashers shall be construed fixtures whether individually trapped or not. Fees for reconnection and retest of existing plumbing systems in relocated buildings shall be based on the number of plumbing fixtures, gas systems, water heaters, etc., involved. When interceptor traps or house trailer site traps are installed at the same time as a house sewer on any lot, no sewer permit shall be required for the connection of any such trap to an appropriate inlet fitting provided in the house sewer by the permittee constructing such sewer. When a permit has been obtained to connect an existing building or existing work to the public sewer, or to connect to a new private disposal facility, backfilling of private sewage disposal facilities abandoned consequent to such connection is included in the house sewer permit.					

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
General Inspection per Permit (Commercial)					
For each hour, or fraction thereof	$ 124.50	$ 129.25	$ 4.75	3.8%	
General Inspection per Permit (Residential)					
For each hour, or fraction thereof	$ 124.50	$ 129.25	$ 4.75	3.8%	
Plumbing permit fees shall be as follows:					
For issuing each permit,	$ 33.25	$ 34.50	$ 1.25	3.8%	
In addition:					
For each plumbing fixture or trap or set of fixtures on one trap (including drainage, vent, water piping and backflow prevention devices therefore) (hose bibbs are considered fixtures),	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each permanent-type dishwasher, whether individually trapped or not,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For future stacks or branches, each waste inlet,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each roof drain,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each drainage or sewer backwater valve,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each swimming pool drainage trap and receptor, whether connected to a building drain or a building sewer (water supply for pool not included),	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each gas piping system on any one meter or alteration, extension or retest of existing gas piping system:					
Low pressure system:					
Five or fewer outlets,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each additional outlet over five,	$ 4.25	$ 4.50	$ 0.25	5.9%	
Medium or high pressure system:					
Each system,	$ 16.50	$ 17.25	$ 0.75	4.5%	
Additional fee for each outlet,	$ 4.25	$ 4.50	$ 0.25	5.9%	
For each gas meter not under control and maintenance of the serving gas supplier,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each gas pressure regulator other than appliance regulators,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each water heater and/or vent,	$ 20.75	$ 21.50	$ 0.75	3.6%	
For repair or alteration of drainage and/or vent piping, each fixture,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each piece of water-treating equipment,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each water pressure regulator,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For potable water (Main Water Line) not covered elsewhere in fee schedule:					
1-1/2 inch and smaller,	$ 49.75	$ 51.75	$ 2.00	4.0%	
2 inches to 3 inches,	$ 49.75	$ 51.75	$ 2.00	4.0%	
Over three inches,	$ 49.75	$ 51.75	$ 2.00	4.0%	
For replacing water piping in a Residential/Multi -family building, (1) each fixture, each water-treating device and each piece of water-using or dispensing equipment, or (2) each branch or riser that has none of the above items connected thereto,	$ 8.25	$ 8.50	$ 0.25	3.0%	
For sprinkling systems on any one meter, each backflow prevention device therefore,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each backflow prevention device on unprotected water supplies, pools, tanks, vats, etc. (including incidental water piping),	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each trap primer,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For each solar potable water-heating system, including water heater and vent,	$ 16.50	$ 17.25	$ 0.75	4.5%	
For the connection of a house sewer to a public sewer, or for the extension of a house lateral onto a lot for future use (separate permit required for each such connection or extension),	$ 39.50	$ 41.00	$ 1.50	3.8%	
For each house sewer manhole,	$ 46.75	$ 48.50	$ 1.75	3.7%	
For each installation of a section of house sewer for future use,	$ 30.00	$ 31.25	$ 1.25	4.2%	

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
For the connection of each additional building or additional work to a house sewer,	$ 30.00	$ 31.25	$ 1.25	4.2%	
For the connection of a house sewer to a private sewage disposal system,	$ 30.00	$ 31.25	$ 1.25	4.2%	
For each private sewage disposal system (septic tank and seepage pit or pits and/or drain field),	$ 124.50	$ 129.25	$ 4.75	3.8%	
For each grey water system (storage tanks and disposal/irrigation fields),	$ 124.50	$ 129.25	$ 4.75	3.8%	
For each cesspool, overflow seepage pit, percolation test pit, swimming pool drywell, or drain field extension or replacement,	$ 46.75	$ 48.50	$ 1.75	3.7%	
For disconnection, abandonment, alteration or repair of any house sewer or private sewage disposal system or part thereof,	$ 30.00	$ 31.25	$ 1.25	4.2%	
On Site Sewer per 100 linear feet					
A plumbing plan checking fee as indicated shall be paid to the Plumbing Official at the time of submitting plans and specifications for work described in this subsection.					
Said fee shall be equal to 40 percent of the required plumbing permit.					
1. More than 216 waste fixture units;					
2. Potable water supply piping required to be 2" or larger; or					
3. Fuel gas piping required to be 2" or larger or containing medium or high pressure gas.					
If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:					
1. Combination waste and vent system	$ 171.25	$ 178.00	$ 6.75	3.9%	
2. Gas system containing an earthquake actuated shutoff valve	$ 60.25	$ 62.50	$ 2.25	3.7%	
3. Chemical waste system	$ 34.25	$ 35.50	$ 1.25	3.6%	
4. Rainwater system	$ 109.00	$ 113.25	$ 4.25	3.9%	
The minimum plan-checking fee (including all surcharges)	$ 141.25	$ 146.75	$ 5.50	3.9%	
For plan checking individual systems not required to be reviewed under subsection 103.11.1 above:					
1. Combination waste and vent system	$ 171.25	$ 178.00	$ 6.75	3.9%	
2. Gas system containing an earthquake actuated shutoff valve	$ 60.25	$ 62.50	$ 2.25	3.7%	
3. Chemical waste system	$ 34.25	$ 35.50	$ 1.25	3.6%	
4. Rainwater system	$ 109.00	$ 113.25	$ 4.25	3.9%	
5. Grey Water system	$ 95.50	$ 99.25	$ 3.75	3.9%	
Exception: Plan check is not required for an earthquake actuated gas shut-off valve if the valve has a pressure loss through it of less than 10 feet of equivalent length of pipe in the line that it is installed.					
In addition to the aforementioned fees, the Building Official may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant.					
The payment of said fees shall not exempt any person from compliance with other provisions of this PPC.	$ 141.25	$ 146.75	$ 5.50	3.9%	
E. Mechanical Permit and Plan Check Fees					
General Inspection per Permit (Commercial)					
For the first 1/2 hour, or fraction thereof	$ 62.25	$ 64.75	$ 2.50	4.0%	
Or, for each hour, or fraction thereof	$ 124.50	$ 129.25	$ 4.75	3.8%	
General Inspection per Permit (Residential)					
For the first 1/2 hour, or fraction thereof	$ 62.25	$ 64.75	$ 2.50	4.0%	

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Or, for each hour, or fraction thereof	$ 62.25	$ 64.75	$ 2.50	4.0%	
Permits required by this PMC shall, at the time of filing an application therefore, pay a fee as required by this section.					
1. For the issuance of each permit	$ 33.25	$ 34.50	$ 1.25	3.8%	
2. For the installation, alteration or relocation of each refrigeration compressor or absorption unit, and for each fuel-burning furnace, heater, boiler, and vented decorative appliance including vents attached thereto:					
Up to and including 100,000 Btu	$ 27.00	$ 28.00	$ 1.00	3.7%	
More than 100,000 Btu up to and including 500,000 Btu	$ 53.00	$ 55.00	$ 2.00	3.8%	
More than 500,000 Btu	$ 129.75	$ 134.75	$ 5.00	3.9%	
3. For each air inlet and air outlet served by any air conditioning system	$ 5.25	$ 5.50	$ 0.25	4.8%	
Or, when the number of air inlets and outlets is unknown, for each 1,000 square feet or fraction thereof of conditioned area	$ 37.25	$ 38.75	$ 1.50	4.0%	
(NOTE: An air-conditioning system includes heating and/or cooling.)					
4. For the installation, relocation or replacement of each appliance vent installed and not included in any appliance permit	$ 13.50	$ 14.00	$ 0.50	3.7%	
5. For the installation or alteration of each air-handling unit for air conditioning, including ducts attached thereto:					
Up to and including 2,000 cfm:					
Each unit up to 10	$ 13.50	$ 14.00	$ 0.50	3.7%	
Each unit over 10	$ 4.25	$ 4.50	$ 0.25	5.9%	
More than 2,000 cfm to and including 10,000 cfm	$ 40.50	$ 42.00	$ 1.50	3.7%	
More than 10,000 cfm	$ 67.50	$ 70.25	$ 2.75	4.1%	
NOTE: This fee shall not apply to an air-handling unit which is a portion of a factory-assembled air-conditioning appliance for which a permit is required elsewhere in this PMC.					
6. For each evaporative cooler other than portable type	$ 21.75	$ 22.50	$ 0.75	3.4%	
7. For ventilation fans which serve a single register:					
Each fan up to 10	$ 15.50	$ 16.00	$ 0.50	3.2%	
Each fan over 10	$ 6.25	$ 6.50	$ 0.25	4.0%	
8. For each ventilation system that is not a portion of any air-conditioning system for which a permit is required elsewhere in this PMC	$ 35.25	$ 36.50	$ 1.25	3.5%	
For the installation of each commercial kitchen hood, or product-conveying duct system, served by mechanical exhaust, including the fans and ducts attached thereto	$ 72.75	$ 75.50	$ 2.75	3.8%	
1. Spray booth	$ 72.75	$ 75.50	$ 2.75	3.8%	
2. Duct Detector	$ 10.50	$ 11.00	$ 0.50	4.8%	
3. For the installation of each fire damper	$ 11.50	$ 12.00	$ 0.50	4.3%	
4. For the alteration of an existing duct system for which a permit is not required elsewhere in this PMC	$ 8.25	$ 8.50	$ 0.25	3.0%	
F. Administrative Penalties					
Municipal Code Standard Fine for Building and Safety Violations					
Except as otherwise specifically set forth, the Administrative Citation Fine amount imposed for any violation of local building and safety codes determined to be an infraction is punishable by the following:					
First	$ 130.00	$ 135.00	$ 5.00	3.8%	Late fee is equal to 25% of fee
Second	$ 700.00	$ 727.25	$ 27.25	3.9%	Late fee is equal to 25% of fee
Third or More	$ 1,300.00	$ 1,350.75	$ 50.75	3.9%	Late fee is equal to 25% of fee

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Third or More for Commercial Properties involving additional violations of same Ordinance within two years for failure to remove visible refuse or prohibit unauthorized uses	$ 2,500.00	$ 2,597.50	$ 97.50	3.9%	Late fee is equal to 25% of fee
Mechanical Plan Check Fees					
1. Installations where the aggregate Btu input capacity for either comfort heating or comfort cooling is more than 500,000 BTU. Plans shall detail all the mechanical systems, including comfort heating systems, comfort cooling systems, refrigeration systems and ventilation systems and hoods.					
2. Installations of the following individual systems:					
(i) Food processing establishment containing a commercial-type I or II hood;					
(ii) Garage ventilation systems installed in compliance with the provisions of the Palmdale Building Code;					
(iii) Stair pressurization systems installed in compliance with the provisions of the Palmdale Building Code;					
(iv) Product conveying duct systems installed in compliance with Chapter 5 of this PMC;					
(v) Tenant improvement installations requiring review to verify compliance with the State's Energy Regulations.					
When a building permit is not required for that work the plan check fee shall be $29.00/1000 square feet of conditioned space;	$ 29.00	$ 30.25	$ 1.25	4.3%	
provided however, the minimum fee	$ 57.00	$ 59.25	$ 2.25	3.9%	
Direct-fired gas makeup and industrial air heaters					
The installer shall submit plans showing the proposed installation, indicating the location of the heater and such accessories as may be required to ensure the proper and safe performance of its function.					
A plan-checking fee shall be paid to the Mechanical Official at the time of submitting the plans and specifications. Said fee shall be:					
The fee shall be equal to 50 percent of the required mechanical permit fee as set forth in the PMC.	50% plan check fee	50% plan check fee			
EXCEPTION: Identical appliances of 100,000 Btu or less, installed in a single building:					
Up to and including 10, 50 percent of permit fee					
For each appliance over 10, an additional 5 percent of its permit fee					
If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:					
(i) Food processing establishments containing a commercial type I or II hood	$ 173.25	$ 180.00	$ 6.75	3.9%	
(ii) Garage ventilation systems installed in compliance with the provisions of Title 26 of the Palmdale City code	$ 173.25	$ 180.00	$ 6.75	3.9%	
(iii) Stair pressurization systems installed in compliance with the provisions of Title 26 of the Palmdale City code	$ 173.25	$ 180.00	$ 6.75	3.9%	
(iv) Product conveying systems installed in compliance with Chapter 5 of this PMC	$ 173.25	$ 180.00	$ 6.75	3.9%	
The minimum plan checking fee shall be	$ 141.25	$ 146.75	$ 5.50	3.9%	
In addition to the aforementioned fees, the Mechanical official may require additional charges at the rate listed per hour for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant. The payment of said charges shall not exempt any person from compliance with other provisions of the PMC.	$ 141.25	$ 146.75	$ 5.50	3.9%	
Building Codes Bail Schedule					
Building Code 8.04.220 PMC Violations and Penalties Building Code Chapter 70, Excavation and Grading	$100.00 - $500.00	$100.00 - $500.00	$ -	0.0%	
8.04.290 PMC	$100.00 - $500.00	$100.00 - $500.00	$ -	0.0%	

BUILDING & SAFETY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Electrical Code 8.04.390 PMC Violations and Penalties	$100.00 - $500.00	$100.00 - $500.00	$ -	0.0%	
Electrical Code 8.04.370 PMC Permits and Inspection Procedures	$100.00 - $500.00	$100.00 - $500.00	$ -	0.0%	
Housing Code 8.04.820 PMC Violations and Penalties	$100.00 - $500.00	$100.00 - $500.00	$ -	0.0%	
Mechanical Code 8.04.720 PMC Penalties and Violations	$100.00 - $500.00	$100.00 - $500.00	$ -	0.0%	
Plumbing Code 8.04.620 PMC Violations and Penalties	$100.00 - $500.00	$100.00 - $500.00	$ -	0.0%	
Residential Rental Unit Inspection					
Permit Issuance Fee	$ 33.25	$ 34.50	$ 1.25	3.8%	First unit for multi-family pays permit issuance fee, all other units are included in permit.
GIS Fee	5% of total fee	5% of total fee			
Multi-Family	$ 89.40	$ 89.40	$ -	0.0%	
Single Family	$ 178.70	$ 178.70	$ -	0.0%	
Review of Site-Remedial Investigation and Cleanup Plan, Initial Deposit	$ 440.00	$ 440.00	$ -	0.0%	
*Subject to Building Official Approval					

BUSINESS LICENSE					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Business License Taxes:					
Classification "A" - Services Industries					
Annual Tax	$ 25.00	$ 25.00	$ -	0.0%	
Semi-Annual Tax	$ 15.00	$ 15.00	$ -	0.0%	
Tax Per Employee	$ 3.00	$ 3.00	$ -	0.0%	
Classification "B" - Retail, Wholesale, Manufacturing					
Annual Tax	$ 25.00	$ 25.00	$ -	0.0%	
Semi-Annual Tax	$ 15.00	$ 15.00	$ -	0.0%	
Tax Per Employee	$ 3.00	$ 3.00	$ -	0.0%	
Classification "C" - Contractors					
Contractors A or B	$ -	$ -	$ -	0.0%	
Annual Tax	$ 150.00	$ 150.00	$ -	0.0%	
Semi-Annual Tax	$ 100.00	$ 100.00	$ -	0.0%	
Quarterly Tax	$ 60.00	$ 60.00	$ -	0.0%	
Contractors C or D					
Annual Tax	$ 50.00	$ 50.00	$ -	0.0%	
Semi-Annual Tax	$ 30.00	$ 30.00	$ -	0.0%	
Quarterly Tax	$ 20.00	$ 20.00	$ -	0.0%	
Classification "D" - Professionals					
Annual Tax Per Professional Employee	$ 45.00	$ 45.00	$ -	0.0%	
Semi-Annual Tax Per Professional Employee	$ 28.00	$ 28.00	$ -	0.0%	
Tax Per Non-Professional Employee	$ 5.00	$ 5.00	$ -	0.0%	
Classification "E" - Residential Property - Renting & Leasing					
Tax for four (4) units	$ 25.00	$ 25.00	$ -	0.0%	
Tax per unit for each additional unit	$ 3.00	$ 3.00	$ -	0.0%	
Classification "F" - Commercial Property - Renting & Leasing					
Tax per unit for each additional unit	$ 10.00	$ 10.00	$ -	0.0%	
Classification "G" - Agencies, Lenders, Brokerages, and other similar services					
Annual Tax Per Broker	$ 45.00	$ 45.00	$ -	0.0%	
Annual Tax Per Agent	$ 25.00	$ 25.00	$ -	0.0%	
Tax Per Employee of Broker or Agent	$ 3.00	$ 3.00	$ -	0.0%	
Classification "I" Swap Meet					
Flat Tax Per Year	$ 400.00	$ 400.00	$ -	0.0%	
Classification "J" - Race Track					
Flat Tax Per Year	$ 175.00	$ 175.00	$ -	0.0%	
Flat Tax Per Year	$ 50.00	$ 50.00	$ -	0.0%	
Classification "K" - Vehicles					
Tax Per Food Vehicle	$ 50.00	$ 50.00	$ -	0.0%	
Tax Per Junk Vehicle	$ 50.00	$ 50.00	$ -	0.0%	
Tax Per Retail, Wholesale, or Service Vehicle	$ 50.00	$ 50.00	$ -	0.0%	
Tax Per Delivery Vehicle	$ 25.00	$ 25.00	$ -	0.0%	
Tax Per Tow Truck	$ 50.00	$ 50.00	$ -	0.0%	
Tax Per Taxi	$ 25.00	$ 25.00	$ -	0.0%	
Classification "L" - Entertainment and Amusement					
Flat Tax Per Year	$ 25.00	$ 25.00	$ -	0.0%	
Classification "M" - Advertising Medium					
Tax Per Advertising Bench	$ 10.00	$ 10.00	$ -	0.0%	
Tax Per Billboard	$ 100.00	$ 100.00	$ -	0.0%	

BUSINESS LICENSE					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Searchlight Tax - per day	$ 10.00	$ 10.00	$ -	0.0%	
Tax Per Commercial Sound-Truck	$ 175.00	$ 175.00	$ -	0.0%	
Tax Per Non-Commercial Sound-Truck	$ 40.00	$ 40.00	$ -	0.0%	
Classification "N" - News Racks					Applicable tax based upon gross receipts
Classification "O" - Amusement Devices and Video Machines					Applicable tax based upon gross receipts
Classification "P" - Vending Machines					Applicable tax based upon gross receipts
Classification "Q" Bowling Alley					
Flat Tax	$ 400.00	$ 400.00	$ -	0.0%	
Tax Per Alley	$ 15.00	$ 15.00	$ -	0.0%	
Classification "R" - Antique Mall					
Flat Tax Per Year	$ 400.00	$ 400.00	$ -	0.0%	
Tax Per Employee	$ 3.00	$ 3.00	$ -	0.0%	
Classification "S" - Launderette and Self-Service Dry Cleaners					
Classification "T" - Public Storage					
Tax for four (4) units or RV Storage space	$ 25.00	$ 25.00	$ -	0.0%	
Tax per unit for each additional unit/space	$ 3.00	$ 3.00	$ -	0.0%	
Classification "U" Mobile Recycling Units					
Tax for five (5) units	$ 25.00	$ 25.00	$ -	0.0%	
Tax per unit for each additional unit	$ 1.00	$ 1.00	$ -	0.0%	
Miscellaneous Business License Fees					
New Business Report	$ 10.75	$ 11.25	$ 0.50	4.7%	per month
Partial Business Listing	$ 43.00	$ 44.75	$ 1.75	4.1%	
Full Business Listing	$ 80.75	$ 84.00	$ 3.25	4.0%	
Business Permits					See Exhibit C for fee detail
Business Permit Background					
Investigation	$ 91.50	$ 95.00	$ 3.50	3.8%	per investigation
Business Permit Identification Badge	$ 5.50	$ 5.75	$ 0.25	4.5%	per badge
Business Permit Modification					50% of original fee (maximum $56)
Business Registration Annual Renewal	$ 16.25	$ 17.00	$ 0.75	4.6%	per renewal
Change Of Business License	$ 16.25	$ 17.00	$ 0.75	4.6%	
Collection Agency Processing Fee For					
Delinquent Account	$ 16.25	$ 17.00	$ 0.75	4.6%	
Duplicate Business License/Sticker	$ 16.25	$ 17.00	$ 0.75	4.6%	per duplicate
Gross Receipt Tax					
$0.00 - $25,000	$ 25.00	$ 25.00	$ -	0.0%	
$25,001 - $75,000	$ 75.00	$ 75.00	$ -	0.0%	
$75,001 - $125,000	$ 125.00	$ 125.00	$ -	0.0%	
$125,001 - $250,000	$ 175.00	$ 175.00	$ -	0.0%	
$250,001 -	$ 250.00	$ 250.00	$ -	0.0%	
Business License Research Fee	$ 37.75	$ 39.25	$ 1.50	4.0%	per hour

BUSINESS PERMITS					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Business Permit Fees For Specific Businesses					
Background (BG) Investigation Fee	$ 91.50	$ 95.00	$ 3.50	3.8%	
Adult-Oriented Business					
a. Application for Adult-Oriented Business Regulatory Permit	$ 2,688.50	$ 2,793.25	$ 104.75	3.9%	+BG *
b. Application for Transfer of Adult--Oriented Business Regulatory Permit	$ 2,419.50	$ 2,513.75	$ 94.25	3.9%	+BG *
c. Application for Adult-Oriented Business Entertainer Permit	$ 60.25	$ 62.50	$ 2.25	3.7%	+BG *
d. Annual renewal for Adult-Oriented Business Entertainer Permit	$ 47.25	$ 49.00	$ 1.75	3.7%	+BG *
Entertainment					
a. Application for permit	$ 295.75	$ 307.25	$ 11.50	3.9%	
b. Annual renewal of permit	$ 188.25	$ 195.50	$ 7.25	3.9%	
c. Application for one-day Entertainment Permit	$ 107.50	$ 111.75	$ 4.25	4.0%	
Fireworks Booth					
a. Application for permit	$ 220.00	$ 220.00	$ -	0.0%	
b. Public Safety enforcement	$ 537.75	$ 558.75	$ 21.00	3.9%	
Game Arcades					
a. Application for permit	$ 188.25	$ 195.50	$ 7.25	3.9%	
b. Annual renewal of permit	$ 161.25	$ 167.50	$ 6.25	3.9%	
c. The Applicable tax per machine shall be based upon the gross receipts as set forth in subsection Y.22 herein					
Gun Dealers					
a. Application for permit	$ 295.75	$ 307.25	$ 11.50	3.9%	
b. Annual renewal of permit	$ 161.25	$ 167.50	$ 6.25	3.9%	
Massage Establishments and Massage Technicians					
a. Application for Massage Establishment Permit	$ 2,688.50	$ 2,793.25	$ 104.75	3.9%	+BG *
b. Annual renewal of a Massage Establishment Permit	$ 2,419.50	$ 2,513.75	$ 94.25	3.9%	+BG *
c. Application for Massage Technician Permit	$ 60.25	$ 62.50	$ 2.25	3.7%	+BG *
d. Annual renewal of Massage Technician Permit	$ 47.25	$ 49.00	$ 1.75	3.7%	+BG *
e. If CAMTC Certificate - exempt from business permit but must obtain business license					
Pawnbrokers / Secondhand Dealers					
a. Application for permit	$ 188.25	$ 195.50	$ 7.25	3.9%	+BG *
b. Annual renewal of permit	$ 188.25	$ 195.50	$ 7.25	3.9%	+BG *
Sidewalk Vending Permit					
a. Sidewalk Vending - Appliation for permit	$ 80.75	$ 84.00	$ 3.25	4.0%	*Id Badge
b. Sidewalk Vending - Annual renewal of permit	$ 80.75	$ 84.00	$ 3.25	4.0%	*Id Badge
Mobile Vending Permit					
a. Mobile Vending: Vehicle Operator - Appliation for permit	$ 80.75	$ 84.00	$ 3.25	4.0%	*Id Badge
b. Mobile Vending: Vehicle Operator - Annual renewal of permit	$ 80.75	$ 84.00	$ 3.25	4.0%	*Id Badge
a. Mobile Vending: Pedestrain Solicitor - Application for permit	$ 80.75	$ 84.00	$ 3.25	4.0%	*Id Badge
b. Mobile Vending: Pedestrain Solicitor - Annual renewal of permit	$ 80.75	$ 84.00	$ 3.25	4.0%	*Id Badge
Tobacco/Smoking Products Retailer (GIS Fee Applies)					
a. Application for permit	$ 376.50	$ 391.25	$ 14.75	3.9%	+GIS Fee - 5% of total fee

BUSINESS PERMITS					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
b. Annual renewal of permit	$ 376.50	$ 391.25	$ 14.75	3.9%	+GIS Fee - 5% of total fee
Miscellaneous Business Permit Fees					
a. Issuance of duplicate permit	$ 16.25	$ 17.00	$ 0.75	4.6%	
b. Application for permit modification					50% of original application up to $56
c. Identification badge	$ 5.50	$ 5.75	$ 0.25	4.5%	
d. Business License Application Procedure Fee					
1. New application	$ 53.75	$ 55.75	$ 2.00	3.7%	
2. Annual Renewal	$ 16.25	$ 17.00	$ 0.75	4.6%	
Temporary License	$ 16.25	$ 17.00	$ 0.75	4.6%	
*BG = Background Investigation Fee					

CITY ATTORNEY					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
City Attorney'S Office					
City Attorney	$ 350.00	$ 350.00	$ -	0.0%	Per hour
Assistant City Attorney	$ 315.00	$ 315.00	$ -	0.0%	Per hour
Deputy City Attorney	$ 315.00	$ 315.00	$ -	0.0%	Per hour
Legal Assistant/Paralegal Or Law Clerk	$ 250.00	$ 250.00	$ -	0.0%	Per hour
Administrative Assistant Or Office Assistant	$ 200.00	$ 200.00	$ -	0.0%	Per hour
Matters referred to outside counsel or contract counsel for handling will be charged at the rate(s) then in effect.					
Special Agreements					
1. Affordable Housing Agreement	$ 3,849.75	$ 4,000.00	$ 150.25	3.9%	plus City Attorney's actual hourly costs (see above)
2. Industrial Development Bonds Agreement	$ 3,849.75	$ 4,000.00	$ 150.25	3.9%	plus City Attorney's actual hourly costs (see above)
Facilities Use And Special Event Liability Insurance Coverage					
The City requires all facility users, vendors, entertainers, and performers to meet the City's minimum insurance requirements. If they cannot obtain their own insurance, they may qualify to purchase insurance by applying on-line at https://venueliability.com/CityofPalmdale. Insurance premiums for individual certificate holders will be determined based on the exposure and number of attendees at the event.					
Low Risk (Class 1)					As Quoted by the Insurance Carrier
Medium Risk (Class 2)					As Quoted by the Insurance Carrier
High Risk (Class 3)					As Quoted by the Insurance Carrier

CITY CLERK					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Agendas	$ -	$ -	$ -	0.0%	No Charge
Computer Generated Data	$ 5.50	$ 5.75	$ 0.25	4.5%	Per CD Plus $35.00/Hr (Charged to the Nearest Quarter Hour)
Document Reproduction					
Other Documents Prepared By Or For City					Cost of Reproduction
Photocopies	$ 0.25	$ 0.26	$ 0.01	4.0%	Per Copy
Filing of Notice of Intent to Circulate Initiative Petition	$ 215.00	$ 223.50	$ 8.50	4.0%	Per Initiative Petion*
*To Be Refunded If Sufficiency of Petition Is Certified Within One Year of Filing					
Minutes of Any Specific Agency	$ 53.75	$ 55.75	$ 2.00	3.7%	Annually
Municipal Code Book Document Fee	$ 140.00	$ 149.00	$ 9.00	6.4%	Cost of Book
Postage					Cost of Postage
Recorded Media of Public Meetings	$ 4.60	$ 4.60	$ -	0.0%	per CD or Flash Drive, Actual Cost
Statements of Economic Interests and Campaign Statements	$ 0.10	$ 0.10	$ -	0.0%	Per Page*
*A retrieval fee of up to $5.00 Per request for copies of statements which are five or more years old.					
Surveillance Camera Video Footage					
Media Data Storage					At Cost
Staff Time	$ 96.25	$ 100.00	$ 3.75	3.9%	per 15 minutes of video

COMMUNITY COMPLIANCE					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Abatement of Wrecked, Inoperative, Dismantled or Abandoned Vehicles	$ 1,800.00	$ 1,870.00	$ 70.00	3.9%	per vehicle
Basketball Hoop Removal	$ 129.75	$ 134.75	$ 5.00	3.9%	per removal
Substandard Property Declaration	$ 420.50	$ 437.00	$ 16.50	3.9%	per declaration
Substandard Property Termination	$ 420.50	$ 437.00	$ 16.50	3.9%	per termination
Special Assessment Lien	$ 420.50	$ 437.00	$ 16.50	3.9%	per declaration
Special Assessment Lien Termination	$ 420.50	$ 437.00	$ 16.50	3.9%	per termination
Summary Abatement	$ 892.75	$ 927.50	$ 34.75	3.9%	per abatement
Vacant and Abandoned Property Registration Fee	$ 342.50	$ 355.75	$ 13.25	3.9%	per house, per year
Code Enforcement Inspections:					
Inspection of Premises To Verify Code Compliance	$ 103.75	$ 107.75	$ 4.00	3.9%	per inspection
Inspection of Declared Substandard Property	$ 103.75	$ 107.75	$ 4.00	3.9%	per inspection
Weekend or After Hours Inspection	$ 103.75	$ 107.75	$ 4.00	3.9%	per inspection
Code Enforcement Warrant Filing	$ 705.75	$ 733.25	$ 27.50	3.9%	per warrant
Emergency Pool Abatement	$ 1,038.00	$ 1,078.50	$ 40.50	3.9%	per abatement
False Alarm Response Billing:					
Fourth and subsequent false alarm fees in a 12-month period	$ 161.25	$ 161.25	$ -	0.0%	
Food Cart Abatement or Conveyance	$ 215.00	$ 223.50	$ 8.50	4.0%	per cart or conveyance
Illegal Sign Removal:					
Cardboard Sign	$ 10.50	$ 11.00	$ 0.50	4.8%	per sign
Installed Sign Structure	$ 10.50	$ 11.00	$ 0.50	4.8%	per sign
Storage	$ 5.25	$ 5.50	$ 0.25	4.8%	per day storage
Temporary Commercial Sign	$ 10.50	$ 11.00	$ 0.50	4.8%	per sign
Wood Commercial Sign	$ 10.50	$ 11.00	$ 0.50	4.8%	per sign
Investigation Photographs	$ 2.25	$ 2.25	$ -	0.0%	per photo
Property Owner Computer Research	$ 36.25	$ 37.75	$ 1.50	4.1%	per property
Animal Care And Control					
Cat License Fees:	$ 10.00	$ 10.00	$ -	0.0%	
Unaltered	$ 10.00	$ 10.00	$ -	0.0%	
Unaltered Late Fee	$ 10.00	$ 10.00	$ -	0.0%	
Spayed or Neutered	$ 5.00	$ 5.00	$ -	0.0%	
Spayed or Neutered Late Fee	$ 5.00	$ 5.00	$ -	0.0%	
Delinquency Charge					equal to amount of licensing
Dog License Fees:					
Unaltered	$ 60.00	$ 60.00	$ -	0.0%	
Unaltered Late Fee	$ 60.00	$ 60.00	$ -	0.0%	
Spayed or Neutered	$ 20.00	$ 20.00	$ -	0.0%	
Spayed or Neutered Late Fee	$ 20.00	$ 20.00	$ -	0.0%	
Field Enforcement	$ 40.00	$ 40.00	$ -	0.0%	
Senior Citizen Owner	$ 7.50	$ 7.50	$ -	0.0%	
Senior Citizen Owner Late Fee	$ 7.50	$ 7.50	$ -	0.0%	

COMMUNITY COMPLIANCE					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Shopping Carts					
Failure to Retrieve Fine	$ 50.00	$ 52.00	$ 2.00	4.0%	Flat fine
Administrative Penalties					
Municipal Code Standard Fine					
Except as otherwise specifically set forth, the Administrative Citation Fine amount imposed pursuant to Chapter 1.12 of the Municipal Code for a violation of the Palmdale Municipal Code by a person shall be:					
First	$ 100.00	$ 100.00	$ -	0.0%	Late fee is equal to 25% of fee
Second	$ 200.00	$ 200.00	$ -	0.0%	Late fee is equal to 25% of fee
Third	$ 500.00	$ 500.00	$ -	0.0%	Late fee is equal to 25% of fee
For violations of the following codes:					
a. 5.04.460(I)(2) Sidewalk Vending without a special business permit.					
First	$ 250.00	$ 250.00	$ -	0.0%	Late fee is equal to 25% of fee
Second	$ 500.00	$ 500.00	$ -	0.0%	Late fee is equal to 25% of fee
Third	$ 1,000.00	$ 1,000.00	$ -	0.0%	Late fee is equal to 25% of fee
For violations of the following codes:					
a. 8.04.240 Dust Control Measures;					
b. 8.04.430(A) and (B) "Safe & Sane" Fireworks on dates and times other than permitted;					
c. 8.28.030 Construction Noise at Prohibited Times;					
d. For all subsections of 8.38.030 Failure to register or maintain abandoned properties;					
e. 9.18.030(B) and (F) Loud Parties;					
f. For all subsections of 10.09.010 Unlawful possession of a Catalytic Converter.					
First	$ 500.00	$ 500.00	$ -	0.0%	Late fee is equal to 25% of fee
Second	$ 1,000.00	$ 1,000.00	$ -	0.0%	Late fee is equal to 25% of fee
Third	$ 2,500.00	$ 2,500.00	$ -	0.0%	Late fee is equal to 25% of fee
For violations of the following codes:					
a. For all subsections of 8.48.030 Illegal Dumping.					
First	$ -	$ 1,000.00	$ -	0.0%	Late fee is equal to 25% of fee
Second	$ -	$ 1,500.00	$ -	0.0%	Late fee is equal to 25% of fee
Third	$ -	$ 3,000.00	$ -	0.0%	Late fee is equal to 25% of fee
For violations of the following codes:					
a. 8.04.430(C), 8.04.440, and 8.04.450 Illegal Fireworks;					
b. 9.30.050 Graffiti.					
First	$ 2,500.00	$ 2,500.00	$ -	0.0%	Late fee is equal to 25% of fee
Second	$ 5,000.00	$ 5,000.00	$ -	0.0%	Late fee is equal to 25% of fee
Third	$ 10,000.00	$ 10,000.00	$ -	0.0%	Late fee is equal to 25% of fee
Repeat Violations:					
The administrative citations fine amount of a second and third violation of the same Code provision by the same responsible party within one (1) year or three (3) years, as it applies to the violation, from the date of administrative citation shall equal a higher fine amount than is listed in this Resolution for a first violation of that Municipal Code section at the time of the second or third violation.					
Late Payment Charges:					

COMMUNITY COMPLIANCE					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Payment of the administrative citation fine amount after twenty (20) days from the date of the administrative citation shall be subject to an additional late payment charge. The late payment charge shall equal twenty-five percent (25%) of the administrative citation fine amount due to the City. Late payment charges shall be in addition to the amount of the administrative citation amount.					
Collections Charge:					
In the event the City incurs costs to collect unpaid monies due to, inclusive of late payment charges, the collections charge shall equal thirty-five percent (35%) of the total amount due. The collections charge shall be in addition to the amount of administrative citations fine amount and the late payment charges.					
LASD Graffiti Investigator Fee (per incident) Welfare & Institutions Code Section 742.14(b)	$ -	$ -	$ -	0.0%	Actual cost of graffiti removal and time spent.
Graffiti Abatement/Restitution Fee (per incident) Welfare & Institutions Code Section 742.14(c)	$ -	$ -	$ -	0.0%	Actual cost of graffiti abatement required.
Parking Penalty Schedule	$ -	$ -	$ -	0.0%	See Schedule A.
Parking Violation Notice Copy	$ 2.25	$ 2.25	$ -	0.0%	
Vehicle Tow Release Administrative Fee	$ 93.00	$ 93.00	$ -	0.0%	

ECONOMIC DEVELOPMENT					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Filming Fees					
Deposit	Up to $500	Up to $500	$ -	0.0%	Dependent upon type and length of project
Filming Permit Processing Fee	$ 161.25	$ 167.50	$ 6.25	3.9%	plus staff hourly costs outside of normal business hours
Rental Rate	$ 32.25	$ 33.50	$ 1.25	3.9%	Per Hr. *For a facility not specifically listed in the Fee Schedule
Staff					Actual hourly costs
Palmdale Film Stage Fees:					
Live Shoots:					
Live Shoot/Filming	$ 155.75	$ 161.75	$ 6.00	3.9%	Per hour, 4-Hr minimum
Live Shoot/Filming for Student or School	$ 77.75	$ 80.75	$ 3.00	3.9%	Per hour, 4-Hr minimum
Prep/Strike/Hold Days	$ 77.75	$ 80.75	$ 3.00	3.9%	Per hour, 4-Hr minimum
Refundable Live Shoot Security Deposit Fee	$ 622.75	$ 647.00	$ 24.25	3.9%	Deposit required per rental
Still Shoots:					
Still Shoots	$ 103.75	$ 100.00	$ (3.75)	-3.6%	Per hour, 4-Hr minimum
Still Shoots for Student or School	$ -	$ 50.00	$ 50.00	100.0%	Per hour, 4-Hr minimum
Refundable Still Shoot Security Deposit Fee	$ 415.25	$ 400.00	$ (15.25)	-3.7%	Deposit required per rental
Community Use Fee:					
Live Shoot/Filming	$ -	$ 100.00	$ 100.00	100.0%	Per hour, 4-Hr minimum
Prep/Strike/Hold Days	$ -	$ 50.00	$ 50.00	100.0%	Per hour, 4 -Hr minimum
Still Shoots	$ -	$ 75.00	$ 75.00	100.0%	Per hour, 4-HR minimum

ENGINEERING					
DESCRIPTION	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
Annual Utility Permit	$ 365.00	$ 380.00	$ 15.00	4.1%	
As-Built Plan Review	$ 465.00	$ 485.00	$ 20.00	4.3%	per plan
Assessment District Formation					
Landscape District	$ 1,655.00	$ 1,720.00	$ 65.00	3.9%	+ Outside Costs
Streetlight District	$ 1,655.00	$ 1,720.00	$ 65.00	3.9%	+ Outside Costs
Block Party Encroachment Permit	$ 745.00	$ 775.00	$ 30.00	4.0%	processing fee
Bond Processing	$ 2,035.00	$ 2,115.00	$ 80.00	3.9%	per application
Borrow Site Plan Review/Inspection	$ 975.00	$ 1,015.00	$ 40.00	4.1%	
Certificate Of Compliance	$ 1,495.00	$ 1,555.00	$ 60.00	4.0%	per application
Certificate Of Correction	$ 675.00	$ 700.00	$ 25.00	3.7%	per application
Condemnation	Charge Hourly Rates	Charge Hourly Rates			per application + legal and consulting costs
Community Facilities District Annexation	Charge Hourly Rates	$ 1,710.00			+ Outside Costs
CLOMR/LOMR Review	Charge Hourly Rates	Charge Hourly Rates			
Flood Hazard Certification Review	$ 1,060.00	$ 1,100.00	$ 40.00	3.8%	
Curb & Gutter Encroachment Permit					Encroachment Permit Fee +Fees Listed
0-50LF	$ 260.00	$ 270.00	$ 10.00	3.8%	
each Additional 50 LF	$ 20.00	$ 20.00	$ -	0.0%	
Curb Core Encroachment Permit	$ 215.00	$ 225.00	$ 10.00	4.7%	
Deferred Improvement Agreement	$ 235.00	$ 245.00	$ 10.00	4.3%	
Drainage Facilities Reimbursement Agreement	$ 880.00	$ 915.00	$ 35.00	4.0%	
Driveway Approach Encroachment Permit					Encroachment Permit Fee +Fees Listed
Residential	$ 530.00	$ 550.00	$ 20.00	3.8%	
Commercial	$ 685.00	$ 710.00	$ 25.00	3.6%	
Encroachment Permit Extension	$ 90.00	$ 95.00	$ 5.00	5.6%	per application
Engineering Services, Other	$ 115.00	$ 120.00	$ 5.00	4.3%	
Erosion Control Annual Review	$ 360.00	$ 375.00	$ 15.00	4.2%	per year
Erosion Control Inspection					$110 + Fee Listed
0-1,000 CY	$ 240.00	$ 250.00	$ 10.00	4.2%	
1,001-10,000 CY	$ 240.00	$ 250.00	$ 10.00	4.2%	+$25 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 470.00	$ 490.00	$ 20.00	4.3%	+$17 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 1,180.00	$ 1,322.00	$ 142.00	12.0%	
Over 100,001 CY	$ 2,475.00	$ 2,570.00	$ 95.00	3.8%	+$25 per 1,000 CY over 100,000 CY
Erosion Control Plan Review					$140 + Fee Listed
0-1,000 CY	$ 220.00	$ 230.00	$ 10.00	4.5%	
1,001-10,000 CY	$ 220.00	$ 230.00	$ 10.00	4.5%	+$19 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 395.00	$ 410.00	$ 15.00	3.8%	+$18 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 1,145.00	$ 1,305.00	$ 160.00	14.0%	
Over 100,001 CY	$ 1,870.00	$ 1,995.00	$ 125.00	6.7%	
Final Parcel Map Checking	$ 8,525.00	$ 8,855.00	$ 330.00	3.9%	+ $50 per lot
Final Tract Map Checking					
5-25 Lots	$ 8,525.00	$ 8,855.00	$ 330.00	3.9%	per map + $156 per lot
26-50 Lots	$ 12,575.00	$ 13,065.00	$ 490.00	3.9%	per map + $127 per lot over 25 lots
51-100 Lots	$ 15,870.00	$ 16,490.00	$ 620.00	3.9%	per map + $106 per lot over 50 lots
> 100 Lots, each additional	$ 5,905.00	$ 6,135.00	$ 230.00	3.9%	
Final Map Amendment	$ 1,040.00	$ 1,080.00	$ 40.00	3.8%	
Landscape Plan Check Review					25% of original plan review fee ($15 minimum per review)

ENGINEERING					
DESCRIPTION	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
$1-$25,000	$ 145.00	$ 150.00	$ 5.00	3.4%	+4% CV
$25,000-$50,000	$ 1,445.00	$ 1,500.00	$ 55.00	3.8%	+4% CV
$50,000-$150,000	$ 3,105.00	$ 3,225.00	$ 120.00	3.9%	+3% CV
$150,001+	$ 6,220.00	$ 6,465.00	$ 245.00	3.9%	+3% CV
Landscape Inspection Fees					
$1-$25,000	$ 115.00	$ 120.00	$ 5.00	4.3%	+ 4.5% CV
$25,000-$50,000	$ 1,540.00	$ 1,600.00	$ 60.00	3.9%	+4% CV
$50,000-$150,000	$ 4,005.00	$ 4,160.00	$ 155.00	3.9%	+3.5% CV
$150,001+	$ 7,120.00	$ 7,760.00	$ 640.00	9.0%	
Front Yard Landscape Plan Check/Inspection	$ 665.00	$ 690.00	$ 25.00	3.8%	per application, + $155 per lot
Geotechnical Study Review					
Complex Study	Charge Hourly Basis	Charge Hourly Basis			Actual Costs
Single Family Residential:					
1-4 Lots	$ 280.00	$ 280.00	$ -	0.0%	
5 + Lots	$ 555.00	$ 575.00	$ 20.00	3.6%	
Commercial:					
Less Than 1 Acre					
0-5 Acres	$ 1,155.00	$ 1,200.00	$ 45.00	3.9%	
5-20 Acres	$ 2,600.00	$ 2,700.00	$ 100.00	3.8%	acres
>20 Acres	Charge Hourly Basis	Charge Hourly Basis			
Grading Permit	$ 115.00	$ 120.00	$ 5.00	4.3%	
Grading Plan Check Fee					$300 + Fees Listed
0-50 CY	$ 575.00	$ 595.00	$ 20.00	3.5%	
51-1,000 CY	$ 575.00	$ 595.00	$ 20.00	3.5%	+ $103 per 100 CY over 50 CY
1,001-10,000 CY	$ 1,590.00	$ 1,650.00	$ 60.00	3.8%	+ $177 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 3,245.00	$ 3,370.00	$ 125.00	3.9%	+ $113 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 7,940.00	$ 8,250.00	$ 310.00	3.9%	+ $70 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 11,570.00	$ 12,020.00	$ 450.00	3.9%	+ $70 per 10,000 CY over 100,000 CY
Grading Inspection Fee					Grading Permit Fee + Fees Listed
0-50 CY	$ 470.00	$ 490.00	$ 20.00	4.3%	
51-1,000 CY	$ 470.00	$ 490.00	$ 20.00	4.3%	+ $120 per 100 CY over 50 CY
1,001-10,000 CY	$ 1,655.00	$ 1,720.00	$ 65.00	3.9%	+ $153 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 3,085.00	$ 3,205.00	$ 120.00	3.9%	+ $94 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 6,990.00	$ 7,265.00	$ 275.00	3.9%	+ $57 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 9,945.00	$ 10,335.00	$ 390.00	3.9%	+ $57 per 10,000 CY over 100,000 CY
Grant Of Easement Document Review	$ 1,040.00	$ 1,080.00	$ 40.00	3.8%	per application
Haul Route Review	$ 330.00	$ 345.00	$ 15.00	4.5%	per application. Inspection - $85 per day
Hydrology/Hydraulic Study Review					
<3 hours	$ 430.00	$ 445.00	$ 15.00	3.5%	per study
>3 hours charged	Hourly Rates	Hourly Rates			Hourly Rates
Improvement Agreement Extension	$ 930.00	$ 965.00	$ 35.00	3.8%	per application
Public Improvement Inspection Fees					Encroachment Permit Fee + Fees Listed
$1-$25,000	$ 115.00	$ 120.00	$ 5.00	4.3%	+4.5% CV
$25,000-$50,000	$ 1,540.00	$ 1,600.00	$ 60.00	3.9%	+4.5% CV
$50,000-$150,000	$ 4,005.00	$ 4,160.00	$ 155.00	3.9%	+3.5% CV
$150,001+	$ 7,120.00	$ 7,760.00	$ 640.00	9.0%	

ENGINEERING					
DESCRIPTION	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
Lien Agreement	Charge Hourly Rates	Charge Hourly Rates			
Lot Line Adjustment	$ 3,150.00	$ 3,275.00	$ 125.00	4.0%	
Lot Merger	$ 2,720.00	$ 2,825.00	$ 105.00	3.9%	
Plan Revision					
Minor	$ 430.00	$ 445.00	$ 15.00	3.5%	
Major	$ 1,155.00	$ 1,200.00	$ 45.00	3.9%	
Mapping Fee	$ 5.00	$ 5.00	$ -	0.0%	+ $35 per parcel
LMD IQ Controller Review	$ 360.00	Charge Hourly Basis			+ Equipment Charges
Monitoring Well Encroachment Permit	$ 710.00	$ 740.00	$ 30.00	4.2%	Encroachment Permit Fee + Fees Listed
Monumentation Inspection	$ 250.00	$ 260.00	$ 10.00	4.0%	+ $75 per monument
Native Desert Vegetation In-Lieu	$ 310.00	$ 320.00	$ 10.00	3.2%	per Joshua Tree removal
Native Desert Vegetation Report Review	$ 720.00	$ 750.00	$ 30.00	4.2%	per report
Native Desert Vegetation Permit	$ 155.00	$ 160.00	$ 5.00	3.2%	per permit
News rack Encroachment Permit					
Annual Renewal	$ 170.00	$ 175.00	$ 5.00	2.9%	+ $70 per device
New	$ 370.00	$ 385.00	$ 15.00	4.1%	+ $70 per device
Removal And Impound	$ 490.00	$ 510.00	$ 20.00	4.1%	for each device
Parade Permit Processing Fee:					
Residential	$ 530.00	$ 550.00	$ 20.00	3.8%	Encroachment Permit Fee + Fees Listed
Collector/Arterial Street	$ 1,920.00	$ 1,995.00	$ 75.00	3.9%	Encroachment Permit Fee + Fees Listed
Parkway Drain Encroachment Permit	$ 650.00	$ 675.00			Encroachment Permit Fee + Fees Listed
Public Improvement Plan Check Fees					
$1-$25,000	$ 145.00	$ 150.00	$ 5.00	3.4%	+ 4% CV
$25,000-$50,000	$ 1,445.00	$ 1,500.00	$ 55.00	3.8%	+ 4% CV
$50,000-$150,000	$ 3,105.00	$ 3,225.00	$ 120.00	3.9%	+ 3% CV
$150,001+	$ 6,220.00	$ 6,465.00	$ 245.00	3.9%	+ 3% CV
Expedited Plan Check Fee	135% x Standard Fee	135% x Standard Fee			
Plan Imaging	$ 5.00	$ 5.00	$ -	0.0%	per sheet
Redundant/Overtime Inspection					
Overtime Inspection	Redundant Inspection - Charge Hourly Rate Overtime Inspection - Charge Hourly Rate	Redundant Inspection - Charge Hourly Rate Overtime Inspection - Charge Hourly Rate			with a 2 hour minimum on weekdays and 4 hours minimum on weekends/nights/holidays
Redundant Inspection					per hour
Reimbursement Agreement	Charge Hourly Rates	Charge Hourly Rates			
Right-Of-Way Vacation	$ 625.00	$ 650.00	$ 25.00	4.0%	per application. + Charge Hourly Basis
Resident Change of Address	$ 275.00	$ 285.00	$ 10.00	3.6%	
Street Name Change	Charge Hourly Rates	Charge Hourly Rates			
Seismic/Fault Rupture Study Review	$ 1,445.00	$ 1,500.00	$ 55.00	3.8%	per application, + outside costs
Scaffold/Ped Canopy Encroach Permit	$ 370.00	$ 385.00	$ 15.00	4.1%	Encroachment Permit Fee + Fees Listed
Sewer Area Study Review	$ 575.00	$ 595.00	$ 20.00	3.5%	
Sewer Lateral Saddle Connection Inspection	$ 1,065.00	$ 1,105.00	$ 40.00	3.8%	Encroachment Permit Fee + Fees Listed

ENGINEERING					
DESCRIPTION	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
Sidewalk Encroachment Permit					Encroachment Permit Fee + Fees Listed
0-50 LF	$ 210.00	$ 220.00	$ 10.00	4.8%	
>50 LF, each additional	$ 30.00	$ 30.00	$ -	0.0%	
Signing & Striping Traffic Plan Review					per plan
2 sheets (min)	$ 1,230.00	$ 1,280.00	$ 50.00	4.1%	
>2 sheets	$ 130.00	$ 135.00	$ 5.00	3.8%	
Street Striping Traffic Inspection					
Minor	$ 590.00	$ 615.00	$ 25.00	4.2%	
Major	$ 1,105.00	$ 1,150.00	$ 45.00	4.1%	
Stormwater Plan Review/Inspection					
Plan Review	5% of grading plans review fee	5% of grading plans review fee			
Inspection	10% of grading Inspection fee	10% of grading Inspection fee			
Street Lighting Inspection					Encroachment Permit Fee + Fees Listed
1-12 Lights	$ 965.00	$ 1,005.00	$ 40.00	4.1%	
13-25 Lights	$ 1,645.00	$ 1,710.00	$ 65.00	4.0%	
26-50 Lights	$ 2,670.00	$ 2,775.00	$ 105.00	3.9%	
51-100 Lights	$ 3,860.00	$ 4,010.00	$ 150.00	3.9%	
100+ Lights	$ 6,250.00	$ 6,495.00	$ 245.00	3.9%	
Street Lighting Plan Review					
1-12 Lights	$ 840.00	$ 875.00	$ 35.00	4.2%	
13-25 Lights	$ 1,305.00	$ 1,355.00	$ 50.00	3.8%	
26-50 Lights	$ 2,145.00	$ 2,230.00	$ 85.00	4.0%	
51-100 Lights	$ 3,365.00	$ 3,495.00	$ 130.00	3.9%	
100+ Lights	$ 4,900.00	$ 5,090.00	$ 190.00	3.9%	
Street Patch Encroachment Permit					Encroachment Permit Fee + Fees Listed
0-100 SF	$ 310.00	$ 320.00	$ 10.00	3.2%	
101-200 SF, additional	$ 210.00	$ 220.00	$ 10.00	4.8%	
>200 SF	hourly rate	hourly rate			
Street Trench Encroachment Permit					Encroachment Permit Fee + Fees Listed
0-50 LF	$ 310.00	$ 320.00	$ 10.00	3.2%	
51-100 LF, additional	$ 80.00	$ 85.00	$ 5.00	6.3%	
101-200 LF, additional	$ 50.00	$ 50.00	$ -	0.0%	
201-300 LF , additional	$ 50.00	$ 50.00	$ -	0.0%	
Over 300+ LF - Charge Hourly Rates	hourly rate	hourly rate			
Subdivision Improvement Agreement					
Extension	$ 465.00	$ 485.00	$ 20.00	4.3%	
Supplemental Plan Review					
Per Study Plan	$ 430.00	$ 445.00	$ 15.00	3.5%	
> 3 hrs	hourly rates	hourly rates			
Temporary Encroachment Permit	$ 220.00	$ 230.00	$ 10.00	4.5%	
Traffic Control Plan Review					
2 sheets (min)	$ 1,230.00	$ 1,280.00	$ 50.00	4.1%	per plan
>2 sheets, each additional	$ 130.00	$ 135.00	$ 5.00	3.8%	per plan
Traffic Control Inspection (Non-Eng)					
Commercial & Utility permits only	$ 55.00	$ 55.00	$ -	0.0%	per day
Traffic Control Inspection (Eng)	$ 100.00	$ 105.00	$ 5.00	5.0%	per day
Traffic Control Signal Flash					

ENGINEERING					
DESCRIPTION	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
Minor	$ 290.00	$ 300.00	$ 10.00	3.4%	
Major	hourly rate	hourly rate			
Traffic Signal Plan Review	$ 2,375.00	$ 2,470.00	$ 95.00	4.0%	
Traffic Signal Modification Plan Review	$ 2,375.00	$ 2,470.00	$ 95.00	4.0%	
Traffic Study LOS Review 4 or less intersections	$ 3,710.00	$ 3,855.00	$ 145.00	3.9%	per study
Traffic Study LOS Review 5 or more intersections	$ 6,936.00	$ 7,205.00	$ 269.00	3.9%	per study
Traffic Study VMT and LOS Review 4 or less intersections	$ 6,398.50	$ 6,650.00	$ 251.50	3.9%	per study
Traffic Study VMT and LOS Review 5 or more intersections	$ 9,086.75	$ 9,440.00	$ 353.25	3.9%	per study
Traffic Signal Inspection	Charge Hourly Basis	Charge Hourly Basis			
Tree Tagging Fee					
Half-day	$ 990.00	$ 1,030.00	$ 40.00	4.0%	Minimum of one person
Full-day	$ 1,605.00	$ 1,670.00	$ 65.00	4.0%	Minimum of two people
Wireless Small Cell Ministerial Review	$ 1,590.00	$ 1,650.00	$ 60.00	3.8%	per application. Verified by Detailed level of effort study
Industrial Waste Annual Inspection	$ 445.00	$ 460.00	$ 15.00	3.4%	per inspection
Industrial Waste Reinspection	$ 195.00	$ 205.00	$ 10.00	5.1%	per inspection
Industrial Waste Reinstatement	$ 170.00	$ 175.00	$ 5.00	2.9%	per reinstatement plus Code Enforcement
New Industrial Waste Inspection	$ 300.00	$ 310.00	$ 10.00	3.3%	per permit
Street Light Energy Cost Transfer to District	-	$ 480.00		100.0%	per district
VMT Impact Analysis	$ -	$ 600.00	$ 600.00	100.0%	
VMT Over Threshold	$ -	$ 261.00	$ 261.00	100.0%	

FINANCE					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Application For Assessment	$ 484.00	$ 503.00	$ 19.00	3.9%	plus $30.00 per divided parcel
Assessment District Formation Fees	Variable	Variable			
Assessment District Payoff	$ 215.00	$ 223.50	$ 8.50	4.0%	*per payoff
**For Assessment Districts Formed After January 1, 1987*					
Credit Card Convenience Fee	$ 0.03	$ 0.03	$ -	0.0%	Per Government Code Section 6159 (h).
NSF Check Processing					
First Returned Check	$ 27.00	$ 28.00	$ 1.00	3.7%	
Each Subsequent Returned Check	$ 37.75	$ 39.25	$ 1.50	4.0%	
Tender Of Bonds Fees					
Tender Of Bonds In Payment Of Assessments	$ 537.75	$ 558.75	$ 21.00	3.9%	*plus minimum $550.00; total minimum $1,050.00
Tender Of Bonds In Payment Of Assessments					
Following a Foreclosure Sale	$ 537.75	$ 558.75	$ 21.00	3.9%	*plus minimum $550.00; total minimum $1,050.00
*Per revised tender policies approved by Council on July 10, 2002, $500 City fee per tender per assessment district, plus NBS fee per tender, per assessment district of 1% of bond tender amount, plus $500 for tenders of $20,000 or less, plus $1,000 for tenders of $25,000 or more, plus $100 per parcel after 3 parcels					

GIS					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
GIS Processing Fees will be applied to items within the following sections and ordinance to develop, monitor, and manage the City's					
GIS system:					
Building & Safety					
All permitting, plan checking, inspection, and processing fees adopted by City Ordinance or this section	5% of total fee	5% of total fee			
Business Permits					
a. Application for permit	5% of total fee	5% of total fee			
b. Annual renewal of permit	5% of total fee	5% of total fee			
Engineering					
All engineering fees and traffic plan reviews adopted by City ordinance or this section	5% of total fee	5% of total fee			
Planning					
All planning fees adopted by City Ordinance or this section	5% of total fee	5% of total fee			
Custom GIS Data Sets	$ 22.75	$ 23.75	$ 1.00	4.4%	per 1/4 hour
GIS Data Creation	$ 22.75	$ 23.75	$ 1.00	4.4%	per 1/4 hour
GIS Printout					
8 1/2 X 11	$ 0.30	$ 0.30	$ -	0.0%	each
11 X 17	$ 0.40	$ 0.40	$ -	0.0%	each
24 X 36	$ 5.90	$ 6.15	$ 0.25	4.2%	Coated paper
	$ 5.90	$ 6.15	$ 0.25	4.2%	Glossy paper
36 X 48	$ 15.05	$ 15.65	$ 0.60	4.0%	Coated paper
	$ 10.20	$ 10.60	$ 0.40	3.9%	Glossy paper
36 X 68	$ 22.60	$ 23.50	$ 0.90	4.0%	Coated paper
	$ 13.45	$ 13.95	$ 0.50	3.7%	Glossy paper
Custom Large Format Size (36" Max Height)	$ 29.05	$ 30.20	$ 1.15	4.0%	Sq. Ft. Coated plus paper
	$ 1.10	$ 1.15	$ 0.05	4.5%	per map
	$ 1.60	$ 1.65	$ 0.05	3.1%	Sq. Ft. Glossy plus paper
	$ 2.70	$ 2.80	$ 0.10	3.7%	per map
	$ 6.20	$ 6.45	$ 0.25	4.0%	

NEIGHBORHOOD SERVICES					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Rent Control					
Mobile home Space Rent Control Registration Fee	$ 5.00	$ 6.00	$ 1.00	20.0%	Annual per space under Rent Control
Mobile Home Rent Increase Applications And Appeals Filing Fee					
Fee For Appeal to Hearing officer	$ 3,226.00	$ 3,352.00	$ 126.00	3.9%	Initial Deposit*
**Initial Deposit Must Be Concurrently Paid By the Appellant With the Filing of the appeal and unused portion will be refunded following the Hearing Officer's final decision on the appeal. The appellant(s) shall be required to submit additional deposit(s) to the City based on estimates provided by the Hearing Officer and City Staff within five days of notification by the Department of Neighborhood Services of any additional estimated costs. If the Park Owner and Park Resident(s) both file an appeal of the board's decision (regardless of whom files the appeal first), the required deposit(s) shall be split equally between the appealing parties. The Hearing Officer may include an award of costs and expenses to the successful party on the appeal in accordance with PMC 5.44.100(D)*					
Filing Fee For Application For Special	$ 3,226.00	$ 3,352.00	$ 126.00	3.9%	Initial Deposit*
Rent Increase					
**Initial deposit must be paid by the Park Owner concurrently with the filing of the special rent increase application. Any unused portion will be refunded following the board's final decision. The Applicant shall also be required to submit additional deposit(s) (determined based on staff estimates) prior to commencement of the Board's Hearing on the application.*					

PARK & RECREATION					
Description	FY 2024 Fee - Resident	FY 2025 Proposed Fee - Resident	$ Chg	% Chg	Direct Cost Recovery Goal
**Youth Sports					
Girl's Softball	$85.00	$88.25	$3.25	3.8%	25-50%
Baseball	$85.00	$88.25	$3.25	3.8%	25-50%
Basketball	$73.00	$75.75	$2.75	3.8%	25-50%
Coaches Pitch	$75.00	$78.00	$3.00	4.0%	25-50%
T-Ball	$75.00	$78.00	$3.00	4.0%	25-50%
Volleyball	$66.00	$68.50	$2.50	3.8%	25-50%
Adaptive Sports	$50.00	$52.00	$50.00	4.0%	25-50%
Sports Fundamental Classes	$50.00	$52.00	$2.00	4.0%	25-50%
**Adult Sports					
Basketball - Per Team	$795.00	$826.00	$31.00	3.9%	50-75%
Volleyball - Per Team	$390.00	$405.25	$15.25	3.9%	50-75%
Slow Pitch Softball - Per Team	$565.00	$587.00	$22.00	3.9%	50-75%
Kickball - Per Team	$565.00	$587.00	$22.00	3.9%	50-75%
Pickleball - Per Person	$25.00	$26.00	$1.00	4.0%	50-75%
**Aquatics					
Jr. Lifeguard	$88.00	$91.50	$3.50	4.0%	25-50%
Lifeguard Academy	$140.00	$145.50	$5.50	3.9%	50-75%
Membership - Lap Swim (10PK)	$40.00	$41.50	$1.50	3.8%	0-25%
Membership - Lap Swim (20PK)	$70.00	$72.75	$2.75	3.9%	0-25%
Membership - Lap Swim (40PK)	$130.00	$135.00	$5.00	3.8%	0-25%
Recreation Swim (per session)	$3.00	$3.25	$0.25	8.3%	0-25%
Membership - Recreation Swim (10Pk)	$30.00	$31.25	$1.25	4.2%	0-25%
Membership - Recreation Swim (20Pk)	$45.00	$46.75	$1.75	3.9%	0-25%
Membership - Recreation Swim (40Pk)	$80.00	$83.00	$3.00	3.8%	0-25%
Membership - Senior Lap Swim (10PK)	$20.00	$20.75	$0.75	3.8%	0-25%
Membership - Senior Lap Swim (20PK)	$35.00	$36.25	$1.25	3.6%	0-25%
Membership - Senior Lap Swim (40PK)	$65.00	$67.50	$2.50	3.8%	0-25%
Novice Swim Team	$88.00	$91.50	$3.50	4.0%	50-75%
Swim Lesson - Adaptive Swim	$52.00	$54.00	$2.00	3.8%	0-25%
Swim Lesson - Adult Swim	$52.00	$54.00	$2.00	3.8%	0-25%
Swim Lesson - Level 1	$52.00	$54.00	$2.00	3.8%	0-25%
Swim Lesson - Level 2	$52.00	$54.00	$2.00	3.8%	0-25%
Swim Lesson - Level 3	$52.00	$54.00	$2.00	3.8%	50-75%
Swim Lesson - Level 4	$52.00	$54.00	$2.00	3.8%	50-75%
Swim Lesson - Level 5	$52.00	$54.00	$2.00	3.8%	50-75%
Swim Lesson - Parent/Child	$24.00	$25.00	$1.00	4.2%	0-25%
Swim Lesson - Preschool	$52.00	$54.00	$2.00	3.8%	0-25%
Swim Lesson - Private Swim	$82.00	$85.25	$3.25	4.0%	75-100%
Water Exercise	$45.00	$46.75	$1.75	3.9%	50-75%
Special Events					
Discounts & Promos	0-25%	0-25%			-
Vendor Booth Fee	Free - $500	Free - $520			75-100%
Electricity	$26.00	$27.00	$1.00	3.8%	75-100%
Vendor Commission Fee	0-25%	0-25%			75-100%
Beverage Sales	50%-200% Mark-up	50%-200% Mark-up			75-100%

PARK & RECREATION					
Description	FY 2024 Fee - Resident	FY 2025 Proposed Fee - Resident	$ Chg	% Chg	Direct Cost Recovery Goal
General Admission - Movie Night	$4.00	$4.25	$0.25	6.3%	0-25%
General Admission - Movie Night (12 & under)	Free	Free	Free	Free	0-25%
General Admission - Fireworks	$5.00	$5.25	$0.25	5.0%	0-25%
General Admission - Fireworks (12 & under)	Free	Free			0-25%
Headliner Concert - General Admission	$15-$45	$15.50-$46.75			25-50%
Headliner Concert - Preferred Seating	$25-$55	$26-$57			25-50%
Headliner Concert - Standing Room	$35-$65	$36-$67			25-50%
Group Seating Package	$400-$750	$415-$779.25			25-50%
Regional Concert - General Admission	$5-$15	$5.25-$15.50			0-25%
Regional Concert - Preferred Seating	$10-$20	$10.25-$20.75			0-25%
Regional Concert - Standing Room	$15-$25	$15.50-$26			0-25%
DryTown Water Park					
Discounts & Promos	0-25%	0-25%			-
**Season Pass - Limited, Excluding weekends, Holidays & Special Events	$80.00	$80.00	$0.00	0.0%	75-100%
**Season Pass - All Access	$99.00	$99.00	$0.00	0.0%	75-100%
**Season Pass Limited Weekend Daily Admission	$10.50	$10.50	$0.00	0.0%	75-100%
**Admission - Season Pass Under 2	Free	Free			75-100%
**Admission - 48" and over	$28.00	$28.00	$0.00	0.0%	75-100%
**Admission - Under 48"	$23.00	$23.00	$0.00	0.0%	75-100%
**Admission - Senior (65+)	$23.00	$23.00	$0.00	0.0%	75-100%
Admission - Military (including family members)	$20.00	$20.00	$0.00	0.0%	75-100%
Admission - Non-Swimmer	$10.00	$10.00	$10.00	0.0%	75-100%
Admission - Under 2	Free	Free			75-100%
Admission - Caregiver	Free	Free			75-100%
Admission - Sundown	$16.00	$16.00	$0.00	0.0%	75-100%
Admission - Family Glow Night	$18.00	$18.00	$0.00	0.0%	75-100%
Group Rate (20+ People)/ Person	$20.00	$20.00	$0.00	0.0%	75-100%
Party Package - Bonanza (45 people)	$1,199.00	$1,199.00	$0.00	0.0%	75-100%
Party Package - Eureka (30 people)	$849.00	$849.00	$0.00	0.0%	75-100%
Party Package - Gold Nugget (30 people)	$449.00	$449.00	$0.00	0.0%	75-100%
Party Package - Additional Guest/ Person	$20.00	$20.00	$0.00	0.0%	75-100%
General Store - Non-taxable	50%-200% Mark-up	50%-200% Mark-up			75-100%
General Store - Taxable	50%-200% Mark-up	50%-200% Mark-up			75-100%
Locker	$8.00-$12.00	$8.00-$12.00			75-100%
Cabana Package (admission for 6, cabana and water)	$233.50	$233.50	$0.00	0.0%	75-100%
Lounge Cabana Package (admission for 4, cabana & water)	$129.75	$129.75	$0.00	0.0%	75-100%
Palmdale Playhouse					
Discounts & Promos	0-25%	0-25%			-
Contracted Performance Admission	$5-$200	$5.25-$207.75			25-50%
Performance Admission	$5-30	$5.25-31			25-50%
**All About Theatre	$46.75	$48.50-$104			0-25%
**The Theatre Experience	$135.00	$83-$145.50			25-50%
Concession Items	50%-200% Mark-up	50%-200% Mark-up			75-100%
Santa Claus Visit	$5.00	$5.25	$0.25	5.0%	0-25%
**Theatre Camp, Junior (9-11)	$145.25	$151.00	$5.75	4.0%	25-50%
**Summer Theatre Experience Camp (12-17)	$259.50	$269.50	$10.00	3.9%	25-50%

PARK & RECREATION					
Description	FY 2024 Fee - Resident	FY 2025 Proposed Fee - Resident	$ Chg	% Chg	Direct Cost Recovery Goal
Fitness Walk T-shirt (event is free, t-shirt optional)	$8.00	$8.25	$8.00	3.1%	25-50%
Bus excursion admission (transportation is free)	$0 - $30	$1 - $32.25			25-50%
Transaction Fees - Per Contract Terms					
Admission/Product Value - $0.01 - $5.00	$0.75	$0.75	$0.00	0.0%	75-100%
Admission/Product Value - $5.01 - $10.00	$1.00	$1.00	$0.00	0.0%	75-100%
Admission/Product Value - $10.01 - $30.00	$1.50	$1.50	$0.00	0.0%	75-100%
Admission/Product Value - $30.01 - $40.00	$2.25	$2.25	$0.00	0.0%	75-100%
Admission/Product Value - $40.01 - $50.00	$3.25	$3.25	$0.00	0.0%	75-100%
Admission/Product Value - $50.01+	$5.00	$5.00	$0.00	0.0%	75-100%
Merchant Processing Fee	3.25%	3.25%	$0.00	0.0%	75-100%

PARK & RECREATION					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Definitions:					
1. Agencies with proof of Internal Revenue Code IRC 501 (c) (3) (4) (5) and (6) are considered non-profits.					
2. Commercial use is defined as an event held for the purpose of generating monetary gain for the event sponsor(s).					
3. Direct program costs are exclusively incurred as a result of the program and are frequently variable, adjusting as program participation varies. Direct cost examples include part-time personnel, supplies, contract services and equipment. DryTown direct costs include the preceding expenses in addition to: full-time salaries, park utilities and equipment.					
4. Indirect program costs that are shared among several programs and are necessary to execute general day-to-day operations. Indirect cost examples include personnel overhead, utilities and custodial expenses. Indirect costs are not considered as fees and charges are determined.					
Policies					
1. Non-profit with verifiable status of IRC 501 (c) (3) (4) (5) or (6) are eligible for a 25% facility reservation rate reduction. Unless otherwise specified, facility reservation fees that are eligible for a rate reduction are noted by an *. Rate reductions do not apply to personnel fees, facility deposits or equipment rental. Similarly, program fees for non-residents will increase 25% and DryTown admission fees for non-residents will increase 15%. Services subject to non-resident increase are noted by an **.					
2. Unless otherwise specified, the rate for use of facilities for commercial purposes shall be charged at 200% of the hourly reservation fee, in addition to 5% gross admission ticket sales and gross alcohol sales. These fees may be reduced or waived if the applicant can demonstrate that residents of the City of Palmdale benefit from the use of facilities or the services being provided.					
3. Unless otherwise specified, set-up and clean-up charges are comprised of applicable facility hourly reservation rates.					
4. Park parking lots are generally not available for exclusive use reservations. If exclusivity can be accommodated and if parking fees are charged by the renter, 25% of parking fees collected are to be paid to the City.					
5. Parks & Recreation program and service fees are established by following specified cost recovery policies. Fees and charges are determined by identifying direct costs if providing services and apply the cost recovery goals stated below. Direct program costs are referenced in the definitions section. It is widely accepted that park and recreation systems are publicly financed, and therefore offer free or affordable services. The level of program subsidy will be based on an assessment of the community or social benefit, local market and economic conditions. As services have a greater appeal to individuals or groups of individuals, it is appropriate to charge fees for the services at an increasing rate of cost recovery. Cost recovery target categories include: Community Benefit/Access, free; Community Benefit, 0-25%; Balanced Beneficiaries, 25-50%; Substantial Individual Benefit, 50-75%; Exclusive Individual Benefit, 75-100%. Cost recovery categories are further defined in Exhibit L-1.					
General Fees					
1. Unless otherwise specified, a special event application processing fee of $250 may be charged for staff services required to process the application, which may include coordination with other City departments, or State and County government agencies. The fee is non-refundable and does not guarantee approval of the application.					
2. Unless otherwise specified, fees for personnel shall be calculated at hourly rate for staff wages, plus 45% for full-time benefits or 15% for part-time benefits and a 25% administrative fee. Unless the use warrants otherwise, staff will be scheduled to be on-site one-half hour before and after use. All personnel charges are a two-hour minimum.					
Barrel Springs Equestrian Arena					
Administrative Fee	$ 27.00	$ 28.00	$ 1.00	3.7%	
Arena Use Fee					
Profit events, full day	$ 134.50	$ 139.75	$ 5.25	3.9%	per day
Profit events, half day (6-hours or less)	$ 75.50	$ 78.50	$ 3.00	4.0%	
Overnight Camping	$ 11.00	$ 11.50	$ 0.50	4.5%	per vehicle
Commercial/For-profit event	$ 268.75	$ 279.25	$ 10.50	3.9%	
* Basketball Court					
Basketball Court	$ 20.50	$ 21.25	$ 0.75	3.7%	Per hour
Basketball Court with Lighting	$ 26.00	$ 27.00	$ 1.00	3.8%	Per hour
* Chimbole Cultural Center					

PARK & RECREATION					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
During posted facility operating hours, room rental rates are waived for IRC 501 (C) (3) (4) (5) and (6) non-profits.					
Ballroom - rehearsals, setup and cleanup	$ 76.50	$ 79.50	$ 3.00	3.9%	Per hour
Ballroom - with kitchen and stage	$ 211.00	$ 219.25	$ 8.25	3.9%	Per hour
Ballroom - with kitchen or stage	$ 201.00	$ 208.75	$ 7.75	3.9%	Per hour
Champagne Fountain	$ 38.00	$ 39.50	$ 1.50	3.9%	per day
Coffee Pot (30-cup)	$ 13.00	$ 13.50	$ 0.50	3.8%	per day per pot
Coffee Pot (100-cup)	$ 21.50	$ 22.25	$ 0.75	3.5%	per day per pot
Concert Grand Piano	$ 161.50	$ 167.75	$ 6.25	3.9%	per hour
Dance Floor	$ 203.50	$ 211.50	$ 8.00	3.9%	per day
Microphones	$ 34.50	$ 35.75	$ 1.25	3.6%	per day
Piano Tuning	$ 23.75	$ 24.75	$ 1.00	4.2%	plus cost of tuning
Projections System	$ 322.75	$ 335.25	$ 12.50	3.9%	per day
Security Deposit					
Birthday celebrations for minors	$ 778.75	$ 809.00	$ 30.25	3.9%	
Downstairs parties	$ 149.50	$ 155.25	$ 5.75	3.8%	
No alcohol	$ 431.25	$ 448.00	$ 16.75	3.9%	
Serving alcohol	$ 778.75	$ 809.00	$ 30.25	3.9%	
Sound System	$ 115.25	$ 119.75	$ 4.50	3.9%	per day
Spotlight	$ 43.00	$ 44.75	$ 1.75	4.1%	per day
Table service					
50-100 guests	$ 215.25	$ 223.75	$ 8.50	3.9%	plus $21 per hour for staffing
101-200 guests	$ 268.75	$ 279.25	$ 10.50	3.9%	plus $21 per hour for staffing
201-300 guests	$ 322.75	$ 335.25	$ 12.50	3.9%	plus $21 per hour for staffing
Television with VCR/DVD	$ 54.00	$ 56.00	$ 2.00	3.7%	per day
Joshua Room	$ 50.50	$ 52.50	$ 2.00	4.0%	Per hour
Lilac Room	$ 50.50	$ 52.50	$ 2.00	4.0%	Per hour
Manzanita Room	$ 190.50	$ 198.00	$ 7.50	3.9%	Per hour
Primrose Room	$ 50.50	$ 52.50	$ 2.00	4.0%	Per hour
Poncitlan Conference Room	$ 50.50	$ 52.50	$ 2.00	4.0%	Per hour
* Desert Sands Park					
Community Building	$ 41.00	$ 42.50	$ 1.50	3.7%	Per hour
Concession stand	$ 11.00	$ 11.50	$ 0.50	4.5%	per hour
Electricity Outside	$ 14.00	$ 14.50	$ 0.50	3.6%	per hour
Pavilion - 50 guests or less	$ 41.00	$ 42.50	$ 1.50	3.7%	per hour
Pavilion - 51+ guests	$ 54.00	$ 56.00	$ 2.00	3.7%	per hour
Security Deposit	$ 149.50	$ 155.25	$ 5.75	3.8%	
Drytown Water Park					
Park Buyout - In Season					3 hours
500 guests or less	$ 5,914.50	$ 6,145.25	$ 230.75	3.9%	
501-1,500 guests	$ 5,914.50	$ 6,145.25	$ 230.75	3.9%	plus $4.00 per person
Park Buyout - Out of Season					
500 guests or less	$ 242.00	$ 251.50	$ 9.50	3.9%	per hour plus expenses
501-750 guests	$ 295.75	$ 307.25	$ 11.50	3.9%	per hour plus expenses
751-1,000 guests	$ 376.50	$ 391.25	$ 14.75	3.9%	per hour plus expenses
Security Deposit	$ 1,075.25	$ 1,117.25	$ 42.00	3.9%	
Pavilion	$ 80.75	$ 84.00	$ 3.25	4.0%	7 hours daily
Pavilion area-2 pavilions	$ 161.50	$ 167.75	$ 6.25	3.9%	7 hours daily

PARK & RECREATION					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Pavilion area-3 pavilions	$ 231.25	$ 240.25	$ 9.00	3.9%	7 hours daily
Luma Tube Rental	$ 10.00	$ 10.50	$ 0.50	5.0%	3 hours daily
Lounge Cabana Rental	$ 41.50	$ 43.00	$ 1.50	3.6%	7 hours daily
Cabana Rental	$ 83.00	$ 86.25	$ 3.25	3.9%	7 hours daily
Cabana Package (admission for 6, cabana and water)	$ 233.50	$ 242.50	$ 9.00	3.9%	75-100%
Lounge Cabana Package (admission for 4, cabana & water)	$ 129.75	$ 134.75	$ 5.00	3.9%	75-100%
Locker	$8.00-$12.00	$8.00-$12.00	$ -	$0.00	75-100%
* Legacy Commons					
Facility provides services to seniors who are 55 years of age and older; during facility operating hours reserved use is not permitted.					
Activity Room 1, 2, or 3	$ 41.00	$ 42.50	$ 1.50	3.7%	per hour
Auditorium	$ 95.75	$ 99.50	$ 3.75	3.9%	per hour
Auditorium & Nutrition Hall with Kitchen and stage	$ 201.00	$ 208.75	$ 7.75	3.9%	per hour
Coffee Pot (42-cup)	$ 13.00	$ 13.50	$ 0.50	3.8%	per day
Coffee Pot (100-cup)	$ 21.50	$ 22.25	$ 0.75	3.5%	per day
Nutrition Hall	$ 95.75	$48.50-$104			per hour
Overhead projector with screen	$ 45.50	$83-$145.50			per day
Patio	$ 41.00	$ 42.50	$ 1.50	3.7%	per hour
Security Deposit					
Activity Room or patio use	$ 149.50	$ 155.25	$ 5.75	3.8%	per hour
Auditorium & Nutrition Hall - no alcohol	$ 431.25	$ 448.00	$ 16.75	3.9%	
Birthday celebrations for minors	$ 778.75	$ 809.00	$ 30.25	3.9%	
Serving alcohol	$ 778.75	$1 - $32.25			
Setup/teardown of Auditorium and Nutrition Hall	$ 76.50	$ 79.50	$ 3.00	3.9%	per hour
Sound System with one microphone	$ 113.25	$ 117.75	$ 4.50	4.0%	per day
Television with DVD (activity room only)	$ 54.00	$ 56.00	$ 2.00	3.7%	per day
* Marie Kerr Park					
Community Building	$ 41.00	$ 42.50	$ 1.50	3.7%	per hour
Security Deposit	$ 149.50	$ 155.25	$ 5.75	3.8%	
Mobile Platform Stage					
4' x 8' Sections	$ 189.50	$ 197.00	$ 7.50	4.0%	each
Category 1: Palmdale Fire, Sheriff, Schools, and Chamber of Com	$ 314.25	$ 326.50	$ 12.25	3.9%	per day
Category 2: Palmdale based 501(c)(3) non-profits	$ 627.00	$ 651.50	$ 24.50	3.9%	per day
Category 3; Palmdale businesses and individuals	$ 1,258.25	$ 1,307.25	$ 49.00	3.9%	per day
Category 4: Non-Palmdale residents, groups, business organizations, and government agencies - both profit or non-profit	$ 1,882.00	$ 1,955.50	$ 73.50	3.9%	per day
Stage skirt	$ 93.75	$ 97.50	$ 3.75	4.0%	
Overnight Parking					
Convenience Fee	$ 60.50	$ 62.75	$ 2.25	3.7%	
Parking (self-contained only)	$ 23.75	$ 24.75	$ 1.00	4.2%	per vehicle
Palmdale Amphitheater					
Facility Use Application	$ 268.75	$ 279.25	$ 10.50	3.9%	fees based on 12-hour period, subject to per hour charge thereafter plus expenses
Grand Use - 3,001 - 10,000 patrons					
Commercial	$ 16,130.50	$ 16,759.50	$ 629.00	3.9%	
IRC 501 (c)(3)(4)(5)(6) groups - advertised public event	$ 5,376.75	$ 5,586.50	$ 209.75	3.9%	
IRC 501 (c)(3)(4)(5)(6) groups - private event	$ 5,914.50	$ 6,145.25	$ 230.75	3.9%	

PARK & RECREATION					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Security Deposit	$1,500.00 - $3,500.00 plus expenses	$1,500.00 - $3,500.00 plus expenses	$ -	0.0%	
Small-medium use - 1,000 -3,000 patrons					4-hour minimum, subject to per hour charges thereafter
Commercial - private event	$ 376.50	$ 391.25	$ 14.75	3.9%	per hour plus expenses
Commercial-public event	$ 322.75	$ 335.25	$ 12.50	3.9%	per hour plus expenses
IRC 501 (c)(3)(4)(5)(6) groups - advertised public event	$ 242.00	$ 251.50	$ 9.50	3.9%	per hour plus expenses
IRC 501 (c)(3)(4)(5)(6) groups - private event	$ 268.75	$ 279.25	$ 10.50	3.9%	per hour plus expenses
Security Deposit	$250.00-$1,000, without equipment rental	$250.00-$1,000, without equipment rental	$ -	0.0%	
Traffic Support for Events: 1 road board, signal reprogramming, set-up and removal of roadway cones	$ 1,162.50	$ 1,207.75	$ 45.25	3.9%	per event day
Palmdale Playhouse					
Classroom Rental (available for use when renting theater)					
Commercial	$ 48.50	$ 50.50	$ 2.00	4.1%	per hour
Non-profit	$ 38.00	$ 39.50	$ 1.50	3.9%	per hour
Concert Piano	$ 215.25	$ 223.75	$ 8.50	3.9%	per day
Follow Spot Rental	$ 32.50	$ 33.75	$ 1.25	3.8%	per spot per day
Marley Floor	$ 52.00	$ 54.00	$ 2.00	3.8%	
Application Fee	$ 50.75	$ 52.75	$ 2.00	3.9%	
Lavalieres	$ 27.00	$ 28.00	$ 1.00	3.7%	each, per day
Monitor Mixing	$ 161.50	$ 167.75	$ 6.25	3.9%	Up to 8 mixes, must include monitor engineer
Multi-media projector	$ 80.75	$ 84.00	$ 3.25	4.0%	per day
Non-Theatrical Rental					6 hours
Catering/cleaning fee	$ 161.50	$ 167.75	$ 6.25	3.9%	
Security Deposit	$ 537.75	$ 558.75	$ 21.00	3.9%	
Theatre rental (commercial)	$ 779.75	$ 810.25	$ 30.50	3.9%	
Theatre rental (non-profit)	$ 645.50	$ 670.75	$ 25.25	3.9%	
Piano Tuning	$ 127.00	$ 132.00	$ 5.00	3.9%	House tuner
Studio Piano	$ 54.00	$ 56.00	$ 2.00	3.7%	per day
Theatre Rental					6 hours
Catering/Cleaning Fee	$ 161.50	$ 167.75	$ 6.25	3.9%	
Commercial	$ 1,129.25	$ 1,173.25	$ 44.00	3.9%	
Non-profit	$ 1,048.75	$ 1,089.75	$ 41.00	3.9%	
Security Deposit	$ 1,075.25	$ 1,117.25	$ 42.00	3.9%	
* Park Event Open Space					
150' x 150'	$ 84.00	$ 87.25	$ 3.25	3.9%	per hour
300' x 300'	$ 168.00	$ 174.50	$ 6.50	3.9%	per hour
Security Deposit	$250-$1,000	$250-$1,000	$ -	0.0%	$250-$1,000
Walk/Run	$ 107.75	$ 112.00	$ 4.25	3.9%	500 or less
Walk/Run, 501+	$ 268.75	$ 279.25	$ 10.50	3.9%	501 +
* Library					
Printing and Photocopies					
Black and White	$ 0.10	$ 0.10	$ -	0.0%	per page

PARK & RECREATION					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Color	$ 0.25	$ 0.25	$ -	0.0%	per page
Other Fees					
Damaged Item	$ 2.00	$ 2.00	$ -	0.0%	If repairable
Collection Agency	$ 10.00	$ 10.00	$ -	0.0%	per customer/referral
Replacement Costs					
Lost Print and non-print item	$ 5.00	$ 5.00	$ -	0.0%	Processing fee per item, + list price
Lost case (video or audio)	$ 2.00	$ 2.00	$ -	0.0%	per item
Lost barcode	$ 2.00	$ 2.00	$ -	0.0%	per barcode
Library card replacement	$ 2.00	$ 2.00	$ -	0.0%	per card
Parkland Development Fees					
On July 1 each year, the referenced Park Development Impact Fees shall be adjusted by the Finance Director, based on the engineering					
news record index (ENRI). The Finance Director shall compute the percentage difference between ENRI on March 1 each year and the					
ENRI for the previous March 1 period. The new schedule of fees, as adjusted, shall be rounded to the nearest dollar and shall constitute					
the Parkland Development Impact Fee authorized by Chapter 3.34 of title three of the Palmdale Municipal Code, and shall be incorporated					
into this paragraph of the Fee Resolution at such time it is reinstated in its entirety, as amended.					
Single Family Dwelling Unit	$ 7,070.75	$ 7,346.50	$ 275.75	3.9%	per unit
Attached Dwelling Unit	$ 2,981.25	$ 3,097.50	$ 116.25	3.9%	per bedroom constructed. Capped at three bedroom maximum fee or $8,616)
Mobile Home Dwelling Unit	$ 4,944.00	$ 5,136.75	$ 192.75	3.9%	per unit
* Poncitlan Square					
Small Use - 100 or less patrons	$ 51.75	$ 53.75	$ 2.00	3.9%	per hour
Small Use with electricity - 100 or less patrons	$ 66.75	$ 69.25	$ 2.50	3.7%	per hour
* Recreation Centers					
Activity Room 1, 2, or 3	$ 41.00	$ 42.50	$ 1.50	3.7%	per hour, regular user
	$ 31.00	$ 32.25	$ 1.25	4.0%	per hour, non-profit user
Activity Room and Patio	$ 49.50	$ 51.50	$ 2.00	4.0%	per hour, regular user
	$ 37.00	$ 38.50	$ 1.50	4.1%	per hour, non-profit user
Additional Microphone	$ 34.50	$ 35.75	$ 1.25	3.6%	per day
Aerobic/Dance Studio	$ 41.00	$ 42.50	$ 1.50	3.7%	per hour
Chairs (gym only)	$ 39.00	$ 40.50	$ 1.50	3.8%	per day, $0.50 each additional chair
Gymnasium Floor Covering	$ 480.75	$ 499.50	$ 18.75	3.9%	per use
Gymnasium - Full Court (2-hour minimum)	$ 150.75	$ 156.75	$ 6.00	4.0%	per hour, regular user
	$ 113.25	$ 117.75	$ 4.50	4.0%	per hour, non-profit user
Gymnasium - Half Court (2-hour minimum)	$ 99.25	$ 103.00	$ 3.75	3.8%	per hour, regular user
	$ 74.25	$ 77.25	$ 3.00	4.0%	per hour, non-profit user
Gymnasium - Organized Youth League	$ 59.25	$ 61.50	$ 2.25	3.8%	per hour, non-profit user
Kitchen	$ 11.00	$ 11.50	$ 0.50	4.5%	per hour
Overhead Projector with Screen	$ 45.50	$ 47.25	$ 1.75	3.8%	per day
Security Deposit					
Gymnasium	$ 729.25	$ 757.75	$ 28.50	3.9%	
Activity Room	$ 149.50	$ 155.25	$ 5.75	3.8%	
Setup and teardown of gymnasium	$ 61.50	$ 64.00	$ 2.50	4.1%	per hour

PARK & RECREATION					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Sound System with one microphone	$ 113.25	$ 117.75	$ 4.50	4.0%	per day, $32 additional microphone per day
Tables (gym only)	$ 1.25	$ 1.50	$ 0.25	20.0%	per table per day
Television/DVD	$ 54.00	$ 56.00	$ 2.00	3.7%	per day
Volleyball Net	$ 88.25	$ 91.75	$ 3.50	4.0%	per day
* Soccer Fields					
Field Rental	$ 17.50	$ 18.25	$ 0.75	4.3%	per hour, per field
Lighting	$ 26.00	$ 27.00	$ 1.00	3.8%	per hour, per field
Lining	$ 107.75	$ 112.00	$ 4.25	3.9%	per field
Off season rate					
Palmdale organized youth soccer leagues					
Field	$ 9.75	$ 10.25	$ 0.50	5.1%	per hour
Field with lights	$ 14.00	$ 14.50	$ 0.50	3.6%	per hour
Season Rates					
Palmdale organized youth soccer leagues	$ 3.50	$ 3.75	$ 0.25	7.1%	per hour, per field, practices and games
Palmdale organized youth football leagues	$ 6.50	$ 6.75	$ 0.25	3.8%	per hour, per field, practices and games
Palmdale Organized youth or adult leagues	$ 17.50	$ 18.25	$ 0.75	4.3%	per hour, per field, practices and games
Security Deposit	$ 139.75	$ 145.25	$ 5.50	3.9%	per hour, per field
Set-up and Lining	$ 183.00	$ 190.25	$ 7.25	4.0%	per hour, per field
Tournaments					
Field	$ 14.00	$ 14.50	$ 0.50	3.6%	per hour, per field
Field with lights	$ 25.00	$ 26.00	$ 1.00	4.0%	per hour, per field
* Softball Fields					
Field lining and prepping	$ 43.00	$ 44.75	$ 1.75	4.1%	per hour, per field
Field Rental	$ 27.00	$ 28.00	$ 1.00	3.7%	per hour, per field
Field with Lights	$ 33.50	$ 34.75	$ 1.25	3.7%	per hour, per field
Season Rates (games only)					
Palmdale organized youth leagues	$ 17.50	$ 18.25	$ 0.75	4.3%	
Tournaments					
Field Preparation	$ 43.00	$ 44.75	$ 1.75	4.1%	per field
Lighting	$ 13.00	$ 13.50	$ 0.50	3.8%	per field, per hour
Single field	$ 161.25	$ 167.50	$ 6.25	3.9%	per day
Single field 1/2 day or 6-hours or less	$ 86.25	$ 89.50	$ 3.25	3.8%	
Swimming Pools					
School swim team use will be charged fees based upon the terms of the any current reciprocal use agreement.					
Private pool use - 2 hour minimum					
50 patrons or less	$ 87.00	$ 90.50	$ 3.50	4.0%	for 2 hours. $43.50 each additional hour.
Security Deposit, Swimming Pools	$ 139.75	$ 145.25	$ 5.50	3.9%	
School use or non-profit groups - 2 hour minimum					
50 swimmers or less	$ 61.25	$ 63.75	$ 2.50	4.1%	per hour, includes 2 lifeguards
Swim Team Use					
Security Deposit, Swimming Pools	$ 139.75	$ 145.25	$ 5.50	3.9%	
Swim Team Practice					

PARK & RECREATION					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
Regular User	$ 6.50	$ 6.75	$ 0.25	3.8%	per hour/lane, 3 lane minimum
Non-profit user	$ 5.50	$ 5.75	$ 0.25	4.5%	per hour/lane, 3 lane minimum
Timing System	$ 48.50	$ 50.50	$ 2.00	4.1%	per hour
* Roller Hockey Rink					
Roller Hockey Rink	$ 48.50	$ 50.50	$ 2.00	4.1%	per hour
Roller Hockey Rink with lighting	$ 68.00	$ 70.75	$ 2.75	4.0%	per hour
* Skate Park					
Skate Park	$ 34.50	$ 35.75	$ 1.25	3.6%	per hour
* Tennis Courts					
Tennis Court (single)	$ 17.50	$ 18.25	$ 0.75	4.3%	per hour, $6 per hour for each additional court
Tennis Courts with Lighting	$ 22.75	$ 23.75	$ 1.00	4.4%	per hour, $10 per hour for each additional court
* Volleyball Court					
Volleyball Court	$ 17.50	$ 18.25	$ 0.75	4.3%	per hour
Volleyball Court with lighting	$ 25.00	$ 26.00	$ 1.00	4.0%	per hour
Public Art Fee					
1. Municipal Development, Cost of $500,000 or more					
a) >1% or $5K of CIP Construction. Contribution capped at $250K	$ 5,000.00	$ 5,000.00	$ -	0.0%	Minimum Fee ($5K = $500K x 1%)
2. Private Development, Building Permit Valuation of $500,000 or more					
a) >.5% or $2.5K of Building Permit Valuation. Contribution capped at $250K	$ 2,500.00	$ 2,500.00	$ -	0.0%	Minimum Fee ($2.5K = $500K x .5%)
3. Residential Development w/no Funding for Repairs and Maintenance					
a) In-lieu Contribution = to the Program Allocation					
An owner or developer, at its discretion, may place a Public Art In-Lieu Contribution in an amount equal to the program allocation. The contribution shall be paid prior to the issuance of a building permit of the project on the development site and will be capped at $250,000 for single construction projects.					
4. Phase Development					
a) Based on the total number of building permits applied for and does not include any withdrawn permit applications. If an owner or developer chooses to stagger the application of building permits in accordance with a phase schedule (e.g. multiple phases of a residential tract), the contribution shall be applicable to the total number of building permits applied per phase of development.					
5. Mixed-Use and Residential Projects - (5) or more Residential Units					
a) Contribution requirement applies					
6. Exemptions - Private Development					
a) Non-profit Housing and Affordable Housing Developments with at least 20% of the units set aside for households with incomes of 80% or less of Area Median Income (AMI) pursuant to Health & Safety Code 50093(C) and Accessory Structures.					
b) Mixed-Use and Residential Projects that create four (4) or less residential units					
7. Exemptions - Municipal Development					
a) Costs of non-construction-related activities such as studies, design, reports, leases, and easements; including, without limitation, activities in the City's capital improvement budget that are designated as non-construction.					
b) The cost of environmental review, whether or not it is related to a construction project.					
c) Sewer and drainage projects and other below-ground construction.					

PARK & RECREATION					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	Comments
d) Capital Improvement Program projects that are designated as maintenance in the City's CIP budget or designated as non- construction projects in the CIP budget, retrofits (e.g., seismic or those required to meet legal requirements such as compliance with the Americans with Disabilities Act); site remediation; acquisition or installation of furniture, fixtures, and equipment; and affordable housing projects.					
e) Nothing is intended to prohibit the City Manager, in conjunction with the submission and approval of the annual capital budgets of the City and subject to the approval of the City Council, from designating additional funds, subject to applicable restrictions, to be utilized for public art.					
f) Appropriations for purposes of acquiring public art in order to carry out the provisions of this ordinance shall comply with applicable funding source requirements. If the source of funding or other applicable law or regulation with respect to any particular project prohibits or restricts the use of funds for public art, the amount of funds prohibited or restricted shall be excluded in calculating the public art fee contribution.					

PUBLIC WORKS					
DESCRIPTION	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
Amargosa Drainage Fees					
Commercial and Industrial Development	$ 24,238.75	$ 25,184.00	$ 945.25	3.9%	per acre
Multi-Family Residential Development	$ 2,430.25	$ 2,525.00	$ 94.75	3.9%	per dwelling
Single Family Residential Development	$ 4,720.75	$ 4,904.75	$ 184.00	3.9%	per dwelling
Anaverde Drainage Fees					
Commercial and Industrial Development	$ 12,291.50	$ 12,770.75	$ 479.25	3.9%	per acre
Multi-Family Residential Development	$ 1,226.00	$ 1,273.75	$ 47.75	3.9%	per dwelling
Single Family Residential Development	$ 2,462.50	$ 2,558.50	$ 96.00	3.9%	per dwelling
Big Rock Drainage Fees					
Commercial and Industrial Development	$ 23,701.00	$ 24,625.25	$ 924.25	3.9%	per acre
Fire Facility Impact Fees					
Land Use Category Fees	$ 1.00	$ 1.00	$ -	0.0%	per sq. ft.
Follow-Up Plan Check Review *					
General Public Facility Dwelling Unit					
Single Family Dwelling Unit	$ 1,817.25	$ 1,888.00	$ 70.75	3.9%	per unit
Duplex or triplex dwelling unit	$ 1,043.00	$ 1,083.75	$ 40.75	3.9%	per unit
Apartment dwelling unit	$ 881.75	$ 916.25	$ 34.50	3.9%	per unit
Commercial	$ 236.50	$ 245.75	$ 9.25	3.9%	per 1,000 sq. ft.
Industrial	$ 279.50	$ 290.50	$ 11.00	3.9%	per 1,000 sq. ft.
**25% of original plan review fee after 3 reviews ($150 minimum per review)*					
Little Rock Drainage Fees					
Commercial and Industrial Development	$ 35,100.00	$ 36,469.00	$ 1,369.00	3.9%	per acre
Single Family Residential Development	$ 7,022.25	$ 7,296.00	$ 273.75	3.9%	per dwelling
Pearland Drainage Fees					
Commercial and Industrial Development	$ 32,443.75	$ 33,709.00	$ 1,265.25	3.9%	per acre
Multi-Family Residential Development	$ 3,247.50	$ 3,374.25	$ 126.75	3.9%	per dwelling
Single Family Residential Development	$ 6,495.25	$ 6,748.50	$ 253.25	3.9%	per dwelling
Portal Ridge Drainage Fees					
Commercial and Industrial Development	$ 23,185.00	$ 24,089.25	$ 904.25	3.9%	per acre
Multi-Family Residential Development	$ 2,333.50	$ 2,424.50	$ 91.00	3.9%	per dwelling
Single Family Residential Development	$ 4,634.75	$ 4,815.50	$ 180.75	3.9%	per dwelling
Sewage/R-O-W Spill Clean-Up					Actual Costs
Sign & Striping Traffic Plan Review					
First two sheets	$ 398.00	$ 413.50	$ 15.50	3.9%	
Each additional sheet	$ 161.25	$ 167.50	$ 6.25	3.9%	
Traffic Impact Fees					
Apartment	$ 1,258.25	$ 1,307.25	$ 49.00	3.9%	per DU

PUBLIC WORKS					
DESCRIPTION	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
Condominium/Townhouse	$ 1,107.75	$ 1,151.00	$ 43.25	3.9%	per DU
Corporate Headquarters Building	$ 1.50	$ 1.50	$ -	0.0%	per gsf
General Heavy Industrial	$ 0.25	$ 0.25	$ -	0.0%	per gsf
General Light Industrial	$ 1.25	$ 1.25	$ -	0.0%	per gsf
General Office	$ 2.25	$ 2.25	$ -	0.0%	per gsf
Medical-Dental Office Building	$ 7.00	$ 7.25	$ 0.25	3.6%	per gsf
Manufacturing	$ 0.75	$ 0.75	$ -	0.0%	per gsf
Other Uses	$ 182.75	$ 190.00	$ 7.25	4.0%	per daily trip
Retail	$ 4.75	$ 5.00	$ 0.25	5.3%	per gsf
Single Family Residential	$ 1,806.50	$ 1,877.00	$ 70.50	3.9%	per DU
Warehousing	$ 1.00	$ 1.00	$ -	0.0%	per gsf
C&D Application Fee	$ -	$ 75.00	$ 75.00	0.0%	flat fee
C&D Deposit (2% of estimated construction cost)	$1,000 - $100,000	$1,000 - $100,000	$ -		

SEWER CAPACITY FEES						
Use Type/Category	Unit	Flow Factor (gpd)	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg
Residential						
Single family	Dwelling unit	1	$ 2,759.50	$ 2,867.00	$ 107.50	3.9%
Condominium	Dwelling unit	0.75	$ 2,069.00	$ 2,149.75	$ 80.75	3.9%
Multiple Family Residential	Dwelling unit	0.6	$ 1,655.00	$ 1,719.50	$ 64.50	3.9%
Mobile Homes	Dwelling unit	0.6	$ 1,655.00	$ 1,719.50	$ 64.50	3.9%
Senior Housing	Dwelling unit	0.6	$ 1,655.00	$ 1,719.50	$ 64.50	3.9%
Commercial/Industrial/Institutional						
Hotel/Motel/Rooming House	Per room	125	$ 1,150.75	$ 1,195.75	$ 45.00	3.9%
Store/Retail Sales	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Supermarket	Per 1000 ft^2	150	$ 1,379.75	$ 1,433.50	$ 53.75	3.9%
Shopping Center/Mixed Use	Per 1000 ft^2	325	$ 2,989.50	$ 3,106.00	$ 116.50	3.9%
Regional Mall	Per 1000 ft^2	150	$ 1,379.75	$ 1,433.50	$ 53.75	3.9%
Office Building	Per 1000 ft^2	200	$ 1,839.00	$ 1,910.75	$ 71.75	3.9%
Medical/Dental/Veterinary Clinic	Per 1000 ft^2	300	$ 2,759.50	$ 2,867.00	$ 107.50	3.9%
Restaurant	Per 1000 ft^2	1,000	$ 9,196.50	$ 9,555.25	$ 358.75	3.9%
Indoor Theatre	Per 1000 ft^2	125	$ 1,150.75	$ 1,195.75	$ 45.00	3.9%
Car Wash – Tunnel No Recycling	Per 1000 ft^2	3,700	$ 34,029.00	$ 35,356.25	$ 1,327.25	3.9%
Car Wash – Tunnel Recycling	Per 1000 ft^2	2,700	$ 24,832.50	$ 25,801.00	$ 968.50	3.9%
Car Wash – Wand Type	Per 1000 ft^2	700	$ 6,438.25	$ 6,689.25	$ 251.00	3.9%
Bank, Credit Union	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Service Shop/Auto Maint/Repair Shop	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Animal Kennel	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Gas Station	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Gas Station with Store	Per 1000 ft^2	200	$ 1,839.00	$ 1,910.75	$ 71.75	3.9%
Auto Sales	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Wholesale Outlet	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Nursery/Green House	Per 1000 ft^2	25	$ 230.25	$ 239.25	$ 9.00	3.9%
Manufacturing	Per 1000 ft^2	200	$ 1,839.00	$ 1,910.75	$ 71.75	3.9%
Lt Manufacturing =< 300,000 ft^2	Per 1000 ft^2	25	$ 230.25	$ 239.25	$ 9.00	3.9%
Lt Manufacturing > 300,000 ft^2	Per 1000 ft^2	10	$ 92.50	$ 96.00	$ 3.50	3.8%
Lumber Yard =< 300,000 ft^2	Per 1000 ft^2	25	$ 230.25	$ 239.25	$ 9.00	3.9%
Lumber Yard > 300,000 ft^2	Per 1000 ft^2	10	$ 92.50	$ 96.00	$ 3.50	3.8%
Warehousing =< 300,000 ft^2	Per 1000 ft^2	25	$ 230.25	$ 239.25	$ 9.00	3.9%
Warehousing > 300,000 ft^2	Per 1000 ft^2	10	$ 92.50	$ 96.00	$ 3.50	3.8%
Open Storage = < 300,000 ft^2	Per 1000 ft^2	25	$ 230.25	$ 239.25	$ 9.00	3.9%
Open Storage > 300,000 ft^2	Per 1000 ft^2	10	$ 92.50	$ 96.00	$ 3.50	3.8%
Drive-in Theater	Per 1000 ft^2	20	$ 184.00	$ 191.25	$ 7.25	3.9%
Night Club/Cocktail Lounge Bar	Per 1000 ft^2	350	$ 3,218.50	$ 3,344.00	$ 125.50	3.9%
Bowling/Skating	Per 1000 ft^2	150	$ 1,379.75	$ 1,433.50	$ 53.75	3.9%

SEWER CAPACITY FEES						
Use Type/Category	Unit	Flow Factor (gpd)	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg
Club & Lodge Halls (Fraternal or Civic)	Per 1000 ft^2	125	$ 1,150.75	$ 1,195.75	$ 45.00	3.9%
Auditorium/Amusement	Per 1000 ft^2	350	$ 3,218.50	$ 3,344.00	$ 125.50	3.9%
Golf Course/Park (structures & improvement)	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Campground/Marina/RV Park	Per site/slip	55	$ 505.50	$ 525.25	$ 19.75	3.9%
Convalescent Home, Beds	Per bed	125	$ 1,150.75	$ 1,195.75	$ 45.00	3.9%
Horse Stables or Stalls	Per stall	25	$ 230.25	$ 239.25	$ 9.00	3.9%
Laundromat	Per 1000 ft^2	3,825	$ 35,179.50	$ 36,551.50	$ 1,372.00	3.9%
Dry Cleaner - on Site	Per 1000 ft^2	200	$ 1,839.00	$ 1,910.75	$ 71.75	3.9%
Dry Cleaner - off Site	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Mortuary/Funeral Home	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Health Spa/Gym (without showers)	Per 1000 ft^2	300	$ 2,759.50	$ 2,867.00	$ 107.50	3.9%
Health Spa/Gym (with showers)	Per 1000 ft^2	600	$ 5,517.75	$ 5,733.00	$ 215.25	3.9%
Hospital	Per 1000 ft^2	250	$ 2,299.25	$ 2,389.00	$ 89.75	3.9%
Special Event Center, attendance	Attendance	10	$ 92.50	$ 96.00	$ 3.50	3.8%
College/University, Students	Students	20	$ 184.00	$ 191.25	$ 7.25	3.9%
School	Per 1000 ft^2	200	$ 1,839.00	$ 1,910.75	$ 71.75	3.9%
Library, Museum	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Post Office (local)	Per 1000 ft^2	100	$ 919.50	$ 955.25	$ 35.75	3.9%
Post Office (Regional)	Per 1000 ft^2	25	$ 230.25	$ 239.25	$ 9.00	3.9%
The minimum fee for all non-residential connections shall not be less than:			**$ 2,759.50**	**$ 2,867.00**	**$ 107.50**	**3.9%**
The fees for uses not specifically listed above, shall be computed by the Public Works Director, using a similar use designation or the expected average daily discharge to the sewer system times $8.78 per gallons per day.						

OTHER FEES				
DESCRIPTION	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg
Sewer Annexation/Withdrawal, per Study	$ 4,301.50	$ 4,469.25	$ 167.75	3.9%
Sewer Area Study Review	$ 322.50	$ 335.00	$ 12.50	3.9%
Sewer Facilities Reimbursement Agreement, per permit	$ 914.00	$ 949.75	$ 35.75	3.9%
Sewer Lateral Saddle Connect Inspection	$ 537.75	$ 558.75	$ 21.00	3.9%

EXHIBIT (O)

PLANNING					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
Additional Animal Permit					
New	$ 161.25	$ 170.00	$ 8.75	5.4%	
Renewal	$ 37.75	$ 40.00	$ 2.25	6.0%	
Agreements, Other	$ 80.75	$ 85.00	$ 4.25	5.3%	per hour staff time plus City Attorney costs
Annexation Request Review	$ 4,300.00	$ 4,470.00	$ 170.00	4.0%	Plus $5 per acre plus applicable election costs and LAFCO fees
Appeal To City Staff	$ 260.00	$ 270.00	$ 10.00	3.8%	per appeal
Appeal To The Planning Commission	$ 780.00	$ 810.00	$ 30.00	3.8%	per appeal
Application Refund					
Application filed and/or distributed to affected departments or agencies - 75% of fees paid First meeting of the Development Advisory Board has been concluded or determination regarding completeness has been made - 50% of fees paid Applicant fails to respond to a second request for additional information - No Refund Second meeting of the Development Advisory Board has been concluded and/or conditions and/or staff report prepared - No Refund					
Conditional Use Permit (CUP)	$ 7,420.00	$ 7,710.00	$ 290.00	3.9%	Flat Fee
Expedited Conditional Use Permit (CUP)	$ 11,135.00	$ 11,570.00	$ 435.00	3.9%	150% of base CUP
Determination Of Unlisted Uses					
Determination of Unlisted Uses - Planning Director	$ 1,040.00	$ 1,080.00	$ 40.00	3.8%	
Determination of Unlisted Uses - Planning Commission	$ 4,670.00	$ 4,850.00	$ 180.00	3.9%	
Deferred Completion Agreement	$ 520.00	$ 540.00	$ 20.00	3.8%	per application
Development Agreement And Density Bonus					
Annual Review	$ 270.00	$ 280.00	$ 10.00	3.7%	per review plus $75 per hour per agreement plus actual City Attorney costs
Negotiation and Drafting	$ 3,580.00	$ 3,720.00	$ 140.00	3.9%	
Development Agreement Modification	$ 2,420.00	$ 2,515.00	$ 95.00	3.9%	per application plus actual City Attorney costs
Document Retrieval	$ 37.75	$ 40.00	$ 2.25	6.0%	hour (charged to nearest 1/4 hour)
Environmental Categorical Exemption	$ 520.00	$ 540.00	$ 20.00	3.8%	Plus county fees
Environmental Initial Study	$ 2,075.00	$ 3,675.00	$ 1,600.00	77.1%	per application
Environmental Impact Report	$ 8,305.00	$ 8,630.00	$ 325.00	3.9%	
Fish And Wildlife Fees*	$ 27.00	$ 30.00	$ 3.00	11.1%	
*plus applicable County processing and State Dept. of Fish and Wildlife fees					
General Plan Amendment	$ 3,225.00	$ 3,350.00	$ 125.00	3.9%	per application plus $50 per acre for forst 200 acres and $25 per acre for each additional acre
Hazardous Waste Facilities					
On-site facility (non-incinerator)	$ 10,755.00	$ 11,175.00	$ 420.00	3.9%	per application plus $75 per hour after 220 hours plus City Attorney
Off-site facility (including incinerators)	$ 26,885.00	$ 27,935.00	$ 1,050.00	3.9%	per application plus $75 per hour after 550 hours plus City Attorney

EXHIBIT (O)

PLANNING					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
Local Assessment Committee (LAC)	$ 26,885.00	$ 27,935.00	$ 1,050.00	3.9%	per application plus $75 per hour after 550 hours plus City Attorney
Major Modifications					80% of original fee
Minor Site Plan Review	$ 1,040.00	$ 1,080.00	$ 40.00	3.8%	per application
Expedited Minor Site Plan Review	$ -	$ 1,612.00	$ 1,612.00	100.0%	per application
Minor Exception Review	$ 1,040.00	$ 1,080.00	$ 40.00	3.8%	flat fee
Minor Use Permit	$ -	$ 3,000.00	$ 3,000.00	100.0%	Per permit
Expedited Minor Use Permit	$ -	$ 4,500.00	$ 4,500.00	100.0%	Per permit
Minor Modifications	$ 1,970.00	$ 2,045.00	$ 75.00	3.8%	per application
Expedited Minor Modification	$ -	$ 3,052.00	$ 3,052.00	100.0%	per application
Off-Site Directional Sign Program	$ 32.25	$ 35.00	$ 2.75	8.5%	per month per location
Parcel Map Waiver	$ 537.75	$ 560.00	$ 22.25	4.1%	per application
Planning Construction Inspection	$ 188.25	$ 195.00	$ 6.75	3.6%	per inspection
Planned Development	$ 3,225.00	$ 3,350.00	$ 125.00	3.9%	per application plus $50 per acre for first 10 acres and $25 per acre for each additional acre
Planning Sign Review	$ 260.00	$ 270.00	$ 10.00	3.8%	per application
Post Approval Plan Check	$ 260.00	$ 270.00	$ 10.00	3.8%	per plan type maximum $1,000 recheck after initial submittal
Preliminary Project Review To Development Advisory Board (DAB)- First Review (May be credited towards formal submittal, up to one year after comments are issued).	$ 260.00	$ 1,967.00	$ 1,707.00	656.5%	per application
Preliminary Project Review To Development Advisory Board (DAB)- Subsequent Review (Not eligible for credit toward formal submittal).	$ -	$ 984.00	$ 984.00	100.0%	per review
Expedited Preliminary Project Review To Development Advisory Board (DAB)	$ 390.00	$ 2,950.50	$ 2,560.50	656.5%	150% of new base fee
Project Coordination Meeting	$ -	$ 984.00	$ 984.00	100.0%	per meeting
Public Hearing Fee	$ 510.00	$ 530.00	$ 20.00	3.9%	
Public Hearing Noticing/Mailing					
Documents or maps, other					actual costs
Mailing	$ 1.75	$ 1.75	$ -	0.0%	per address per hearing
Noticing in paper of general circulation	$ 465.00	$ 485.00	$ 20.00	4.3%	per notice
Noticing: 1/8 page	$ 830.00	$ 860.00	$ 30.00	3.6%	per notice
Postage					cost of postage
Reclamation Plan	$ 2,150.00	$ 2,235.00	$ 85.00	4.0%	per application plus $20 per acre plus $75 per hour after 30 hours
Reclamation Plan Annual Inspection	$ 805.00	$ 835.00	$ 30.00	3.7%	per operator plus actual cost of City Engineer or Consultant
Sign Program	$ 325.00	$ 340.00	$ 15.00	4.6%	per program
Site Plan Review	$ 7,420.00	$ 7,710.00	$ 290.00	3.9%	flat fee
Expedited Site Plan Review	$ 11,135.00	$ 11,570.00	$ 435.00	3.9%	150% of base fee

EXHIBIT (O)

PLANNING					
Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg	COMMENTS
	$ 3,710.00	$ 3,855.00	$ 145.00	3.9%	or flat fee if submitted with another applications
Shopping Cart Control Plan					
New	$ 160.00	$ 165.00	$ 5.00	3.1%	
Renewal	$ 80.00	$ 85.00	$ 5.00	6.3%	
Special Event Permit	$ 260.00	$ 270.00	$ 10.00	3.8%	
Specific Plan	$ 5,055.00	$ 5,250.00	$ 195.00	3.9%	per application plus $15 per residential unit and $25 per 1,000 sq ft of commercial/industrial floor area
Specific Plan Amendment	$ 2,420.00	$ 2,515.00	$ 95.00	3.9%	per application plus actual legal costs
Subdivision Development Plan Review	$ 1,090.00	$ 1,135.00	$ 45.00	4.1%	per application plus $40 per lot
Temporary Sign Review	$ 270.00	$ 280.00	$ 10.00	3.7%	per application
Temporary Use Permit					
After Hours and Weekend Inspections	$ 260.00	$ 270.00	$ 10.00	3.8%	flat fee
Fireworks Stand	$ 260.00	$ 270.00	$ 10.00	3.8%	flat fee
In tract/off-site model home, off-site vehicle sales	$ 260.00	$ 270.00	$ 10.00	3.8%	flat fee
Special Events longer than 1-day	$ 260.00	$ 270.00	$ 10.00	3.8%	flat fee
Temporary Office, Trailer/Structure on construction site, Stockpiling	$ 260.00	$ 270.00	$ 10.00	3.8%	flat fee
Tentative Parcel Map	$ 5,190.00	$ 5,390.00	$ 200.00	3.9%	flat fee
Tentative Tract Map					
Small Maps 1-40 lots/units	$ 7,785.00	$ 8,090.00	$ 305.00	3.9%	flat fee
Large Maps 41 + lots/units -	$ 9,340.00	$ 9,705.00	$ 365.00	3.9%	flat fee
Time Extension					80% of the original fees involved
Variance	$ 1,880.00	$ 1,955.00	$ 75.00	4.0%	per application; 50% reduction if submitted with another application
Written Interpretation Of Policies And Regulations	$ 80.00	$ 85.00	$ 5.00	6.3%	per hour
Zone Change	$ 3,225.00	$ 3,350.00	$ 125.00	3.9%	per application plus $50 per acre for first 200 acres and $25 per acre for each additional acre
Zoning Clearance	$ 75.00	$ 80.00	$ 5.00	6.7%	per application
Zoning Ordinance Or General Plan Document Fee	$ 215.00	$ 225.00	$ 10.00	4.7%	
Zoning Ordinance Amendment	$ 2,420.00	$ 2,515.00	$ 95.00	3.9%	per application plus actual cost for City Attorney or outside legal review
Zoning Verification / Cottage Food Operation	$ 160.00	$ 165.00	$ 5.00	3.1%	per application
Food Truck Vending in Residential Zone	$ 260.00	$ 270.00	$ 10.00	3.8%	

California Vehicle Code Violations					
Code Section	Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg
4000(a)	Unregistered Vehicle [3]	$ 110.70	$ 110.70	$ -	0.0%
	With proof of correction by due date [4]	$ 15.00	$ 15.00	$ -	0.0%
4454 (a)	Registration card [3]	$ 147.83	$ 147.83	$ -	0.0%
	With proof of correction by due date [4]	$ 15.00	$ 15.00	$ -	0.0%
4457	Stolen, lost, or damaged/mutilated license plates [3]	$ 154.58	$ 154.58	$ -	0.0%
	With proof of correction by due date [4]	$ 15.00	$ 15.00	$ -	0.0%
4462 (B)	Evidence of registration/plates wrong vehicle [3]	$ 147.83	$ 147.83	$ -	0.0%
5200	Display of license plates/missing plate(s) [3]	$ 103.95	$ 103.95	$ -	0.0%
	With proof of correction by due date [4]	$ 15.00	$ 15.00	$ -	0.0%
5201	Improper positioning of plates [3]	$ 103.95	$ 103.95	$ -	0.0%
	With proof of correction by due date [4]	$ 15.00	$ 15.00	$ -	0.0%
5202	Period of display	$ 103.95	$ 103.95	$ -	0.0%
5204 (a)	No license tabs (month and/or year)/expired license tabs [3]	$ 103.95	$ 103.95	$ -	0.0%
	With proof of correction by due date [4]	$ 15.00	$ 15.00	$ -	0.0%
21113 (a)	Unlawful parking - Public grounds	$ 161.33	$ 161.33	$ -	0.0%
21210	Bicycle Parking	$ 89.78	$ 89.78	$ -	0.0%
21211 (b)	Parked in bicycle path	$ 161.33	$ 161.33	$ -	0.0%
22500 (a)	Parking or stopping within an intersection	$ 161.33	$ 161.33	$ -	0.0%
22500 (b)	Parking or stopping on a crosswalk	$ 161.33	$ 161.33	$ -	0.0%
22500 (c)	Parking or stopping in safety zone, sign or red curb	$ 161.33	$ 161.33	$ -	0.0%
22500 (d)	Parking or stopping within 15ft of fire station driveway	$ 255.83	$ 255.83	$ -	0.0%
22500 (e)	Blocking driveway	$ 215.33	$ 215.33	$ -	0.0%
22500 (f)	Parking on sidewalk	$ 215.33	$ 215.33	$ -	0.0%
22500 (g)	Parking along excavation	$ 215.33	$ 215.33	$ -	0.0%
22500 (h)	Double parking	$ 215.33	$ 215.33	$ -	0.0%
22500 (i)	Parking in bus zone [5]	$ 681.08	$ 681.08	$ -	0.0%
22500 (j)	Parking in tunnel	$ 228.83	$ 228.83	$ -	0.0%
22500 (k)	Parking on a bridge	$ 215.33	$ 215.33	$ -	0.0%
22500 (l)	Blocking disabled access ramp [5]	$ 768.83	$ 768.83	$ -	0.0%
22500.1	Parking in a fire lane	$ 255.83	$ 255.83	$ -	0.0%
22502 (a)	Parking more than 18" from the curb	$ 215.33	$ 215.33	$ -	0.0%
22502 (e)	Curb parking - one way	$ 215.33	$ 215.33	$ -	0.0%
22505 (b)	State highway parking	$ 215.33	$ 215.33	$ -	0.0%
22507.8 (a)	Parking in disabled space without special identification [6]	$ 964.58	$ 964.58	$ -	0.0%
40226	Cancellation of fine upon proof of valid disabled placard	$ 90.45	$ 90.45	$ -	0.0%
22507.8 (b)	Obstruct, block or bar access to disabled parking [6]	$ 964.58	$ 964.58	$ -	0.0%
22507.8 (c)	Disabled parking boundary lines/crosshatched lines [6]	$ 964.58	$ 964.58	$ -	0.0%
22510	Parking in snow removal areas	$ 215.33	$ 215.33	$ -	0.0%

California Vehicle Code Violations					
Code Section	Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg
22513	Tow trucks soliciting business (Misdemeanor)	$ 141.08	$ 141.08	$ -	0.0%
22514	Parking within 15ft of a fire hydrant	$ 255.83	$ 255.83	$ -	0.0%
22515	Unattended vehicles/setting brakes	$ 215.33	$ 215.33	$ -	0.0%
22516	Locked door/no escape	$ 188.33	$ 188.33	$ -	0.0%
22517	Vehicle door open to traffic	$ 255.83	$ 255.83	$ -	0.0%
22520	Stopping or parking on freeway	$ 168.08	$ 168.08	$ -	0.0%
22520.5a	Vending on freeway	$ 157.28	$ 157.28	$ -	0.0%
22521	Parking on or near railroad track	$ 215.33	$ 215.33	$ -	0.0%
22522	Parking near sidewalk access ramps [3]	$ 763.43	$ 763.43	$ -	0.0%
22523(a)	Abandonment prohibited [7]	$ 390.83	$ 390.83	$ -	0.0%
22523(b)	Abandonment prohibited [7]	$ 390.83	$ 390.83	$ -	0.0%
22526(a)(b)	Anti-gridlock/blocking intersection [8]	$ 255.83	$ 255.83	$ -	0.0%
	2nd Violation	$ 332.78	$ 332.78	$ -	0.0%
	3rd Violation	$ 731.03	$ 731.03	$ -	0.0%
22951	Parking lots-street and alley parking (patron vehicle)	$ 201.83	$ 201.83	$ -	0.0%
23333	Stopping or parking in vehicular crossing	$ 174.83	$ 174.83	$ -	0.0%
25300	Emergency reflectors on disabled/parked vehicle	$ 174.83	$ 174.83	$ -	0.0%
27155	Fuel tank cap required	$ 116.78	$ 116.78	$ -	0.0%
31303(d)	Parking hazardous materials vehicle in residential area	$ 795.83	$ 795.83	$ -	0.0%

[1] Pursuant to Government Code Section 76000, an assessment of $5.00 shall be added to each parking penalty, consisting of $2.50 assessed for the Courthouse Construction Fund and $2.50 assessed for the Criminal Justice Facilities Construction Fund established by Los Angeles County. Said assessments are forwarded to Los Angeles County.

[2] Pursuant to Government Code Section 70372, an assessment of $4.50 shall be added to each penalty for violations of the California Vehicle Code and forwarded to Los Angeles County.

[3] Pursuant to California Vehicle Code Section 40225 (d), fifty (50% percent of the base penalty collected for an equipment or registration violation under section 40225 shall be paid to the State and the remaining portion shall be retained by the City or allocated pursuant to a contract between the City and its processing agency.

[4] Penalty upon proof of correction set by the California Vehicle Code Section 40225 (c).

[5] Minimum Parking penalty are set by California Vehicle Code Section 42001.5.

[6] Minimum Parking penalty are set by California Vehicle Code Section 42001.13.

[7] Minimum parking penalty are set by California Vehicle Code Section 22523 (c)

[8] Minimum parking penalty are set by California Vehicle Code Section 42001.1.

[9] Pursuant to Government Code Section 76000.3, an added penalty of $3.00 shall be imposed to each parking penalty. Payment of all monies collected are forwarded to the Los Angeles County for distribution.

Los Angeles County Code Violations					
Code Section	Description	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg
15.20.070	Failure to obey traffic signs	$ 228.83	$ 228.83	$ -	0.0%
15.20.130	Parking space markings	$ 201.83	$ 201.83	$ -	0.0%
15.44.120B	Parking in a non-designated parking area	$ 185.63	$ 185.63	$ -	0.0%
15.44.140	Failure to park in designated parking areas	$ 185.63	$ 185.63	$ -	0.0%
15.44.150	Use of restricted parking space by unauthorized person	$ 185.63	$ 185.63	$ -	0.0%
15.44.160	Vehicle maintenance in public parking areas	$ 185.63	$ 185.63	$ -	0.0%
15.52.040	Bicycle lanes-unauthorized parking	$ 185.63	$ 185.63	$ -	0.0%
15.64.010	Parking time limits	$ 185.63	$ 185.63	$ -	0.0%
15.64.020	Commercial loading zones	$ 215.33	$ 215.33	$ -	0.0%
15.64.030	Parking time limit - post office	$ 201.83	$ 201.83	$ -	0.0%
15.64.040	Parking at mail box	$ 201.83	$ 201.83	$ -	0.0%
15.64.050	Commercial parking 2am-6am in residential zone (over 10,000 lbs. vehicle weight)	$ 208.58	$ 208.58	$ -	0.0%
15.64.052	Commercial parking in residential zone by vehicle over 10,000 lbs. (anytime)	$ 546.08	$ 546.08	$ -	0.0%
15.64.100	Disconnected trailer on highway	$ 215.33	$ 215.33	$ -	0.0%
15.64.110	Parking in posted bus loading zone	$ 573.08	$ 573.08	$ -	0.0%
15.64.120	Parking in passenger loading zone (3 minutes max)	$ 215.33	$ 215.33	$ -	0.0%
15.64.130	No parking in alleys	$ 215.33	$ 215.33	$ -	0.0%
15.64.140	Posted temporary no parking area	$ 215.33	$ 215.33	$ -	0.0%
15.64.210	Unattended vehicle with key in ignition	$ 201.83	$ 201.83	$ -	0.0%
15.64.220	Parking on steep grades without turning wheels into the curb	$ 201.83	$ 201.83	$ -	0.0%
15.64.230	Parallel parking - over 18" from the curb	$ 201.83	$ 201.83	$ -	0.0%
15.64.240	Angle parking on highway between lines	$ 201.83	$ 201.83	$ -	0.0%
15.64.250	Double parking	$ 215.33	$ 215.33	$ -	0.0%
15.64.260	No parking anytime posted or red curb	$ 215.33	$ 215.33	$ -	0.0%
15.64.270	Parking on private/public property w/o consent	$ 215.33	$ 215.33	$ -	0.0%
15.64.271	Parking in front yard	$ 215.33	$ 215.33	$ -	0.0%
15.64.280	Parking wrong side of street - dual roadway	$ 215.33	$ 215.33	$ -	0.0%
15.64.290	Parking in parkway	$ 215.33	$ 215.33	$ -	0.0%
15.64.300	Blocking street or highway	$ 215.33	$ 215.33	$ -	0.0%
15.64.310	Unattended vehicle transporting hazardous materials	$ 771.53	$ 771.53	$ -	0.0%
15.64.320	Blocking driveway on private street	$ 215.33	$ 215.33	$ -	0.0%
15.64.350	Parked creating a traffic hazard	$ 215.33	$ 215.33	$ -	0.0%
15.64.360	Posted no parking adjacent to school	$ 215.33	$ 215.33	$ -	0.0%
15.64.370	Parking within 15 ft. of private road fire hydrant	$ 255.83	$ 255.83	$ -	0.0%
15.64.390	Parking in assigned parking spaces	$ 215.33	$ 215.33	$ -	0.0%
15.64.440	Parking at assigned taxicab stands	$ 161.33	$ 161.33	$ -	0.0%
15.76.080	Driving or riding vehicles on sidewalk	$ 215.33	$ 215.33	$ -	0.0%
17.04.370	Parks - Unauthorized parking	$ 215.33	$ 215.33	$ -	0.0%
19.04.980	Airports - Unauthorized parking	$ 201.83	$ 201.83	$ -	0.0%
19.04.990	Airports - Unauthorized clean/repair	$ 201.83	$ 201.83	$ -	0.0%

Palmdale Municipal Code Violations						
Code Section	Description	FY 2023 Fee	FY 2024 Fee	FY 2025 Proposed Fee	$ Chg	% Chg
8.36.050(F)(1)(a)	Parking vehicle on residential lot - front yard w/attached garage	$ 212.63	$ 212.63	$ 212.63	$ -	0.0%
(b)	Parking vehicle on residential lot - front yard w/detached rear garage	$ 212.63	$ 212.63	$ 212.63	$ -	0.0%
(c)	Parking vehicle on residential lot - front yard w/approved side yard	$ 212.63	$ 212.63	$ 212.63	$ -	0.0%
(d)	Parking vehicle on residential lot - front yard w/approved circular driveway	$ 212.63	$ 212.63	$ 212.63	$ -	0.0%
8.36.050(F)(2)(a)	Parking recreational vehicle on residential lot - front yard w/attached garage	$ 212.63	$ 212.63	$ 212.63	$ -	0.0%
(b)	Parking recreational vehicle on residential lot - front yard w/detached rear garage	$ 212.63	$ 212.63	$ 212.63	$ -	0.0%
(c)	Parking recreational vehicle on residential lot - front yard w/approved side yard	$ 212.63	$ 212.63	$ 212.63	$ -	0.0%
8.36.050(F)(3)	Parking vehicle on residential side yard - not paved	$ 212.63	$ 212.63	$ 212.63	$ -	0.0%
8.36.050(F)(5)	Parking recreational vehicle on residential side yard - not paved	$ 212.63	$ 212.63	$ 212.63	$ -	0.0%
10.04.040	No commercial parking in residential zone (more than 10,000 lbs)	$ 546.08	$ 546.08	$ 546.08	$ -	0.0%
10.04.050(A)	No commercial truck off designated truck route (more than 10,000 lbs)	$ 546.08	$ 546.08	$ 546.08	$ -	0.0%
10.04.080	Shopping center traffic/fire access lanes	$ 232.88	$ 232.88	$ 232.88	$ -	0.0%
10.04.150	RV, trailer, boat, camper parked over 72 hours - residential zone	$ 228.83	$ 228.83	$ 228.83	$ -	0.0%
12.24.020(A)	Parking vehicle posted for sale	$ 228.83	$ 228.83	$ 228.83	$ -	0.0%
(B)	Painting/repairing vehicle in street	$ 228.83	$ 228.83	$ 228.83	$ -	0.0%
(C)	Commercial washing of vehicle	$ 228.83	$ 228.83	$ 228.83	$ -	0.0%
12.36.040(A)(1)	Parking Restricted Where Restrictive Parking Signs Are Posted.	$ 185.62	$ 185.62	$ 185.62	$ -	0.0%
17.87.080(D)(1)	Commercial vehicle in residential zone (over 10,000 lbs)	$ 546.08	$ 546.08	$ 546.08	$ -	0.0%

City Council Staff Report

DATE: **JUNE 26, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **1**

SUBJECT: **INTRODUCE AND ADOPT ORDINANCE NO. 1643, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, RECOMMENDING CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT 24-0002, ZONE CHANGE 24-0002, AND COMPREHENSIVE DEVELOPMENT PLAN 24-0003, FINDING THAT THE PROJECT IS CONSISTENT WITH PROGRAM ENVIRONMENTAL IMPACT REPORT 22-002 PREPARED AND CERTIFIED IN CONJUNCTION WITH THE CITY'S GENERAL PLAN AND DIRECT STAFF TO MAKE NECESSARY MODIFICATIONS TO THE PALMDALE TRANSIT AREA SPECIFIC PLAN**

RECOMMENDATION

Staff recommends that the City Council introduce and adopt Ordinance No. 1643, an Ordinance of the City Council of the City of Palmdale, recommending City Council approval of General Plan Amendment (GPA) 24-0002, Zone Change (ZC) 24-0002, and Comprehensive Development Plan (CDEV) 24-0003 finding that the project is consistent with Program Environmental Impact Report (PEIR) 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045) and direct staff to make necessary modifications to the Palmdale Transit Area Specific Plan (SP).

BACKGROUND

On June 13, 2024, the Planning Commission adopted Resolution No. PC-2024-014 recommending City Council approval of the proposed project to amend the boundary of the SP and modify the General Plan Designation and zone of 12 parcels, totaling approximately 59 acres within the SP area to Regional Commercial (RC).

The SP was adopted on December 15, 2020, to guide the development of a pedestrian-oriented mixed-use district surrounding the City of Palmdale's Transportation Center with the future California high-speed rail (CAHSR) station. The SP replaced, in its entirety, the original Palmdale Transit Village Specific Plan (PTVSP), adopted in 2007.

The 2007 PTVSP suggested a Transit Oriented Development surrounding the City's Transportation Center, which is served by local buses and regional Metrolink rail. With the introduction of CAHSR in the region, Palmdale will experience a new era of growth, thereby increasing interest and development around the new Palmdale Station hub.

Since 2020, there has been one amendment to the SP, not including the proposed CDEV 24-0003. The SP area is bounded by Technology Drive to the north, 10th Street East to the east, Palmdale Boulevard to the south, and State Route 14 (SR-14) to the west.

FIGURE 1 – EXISTING SPECIFIC PLAN AREA

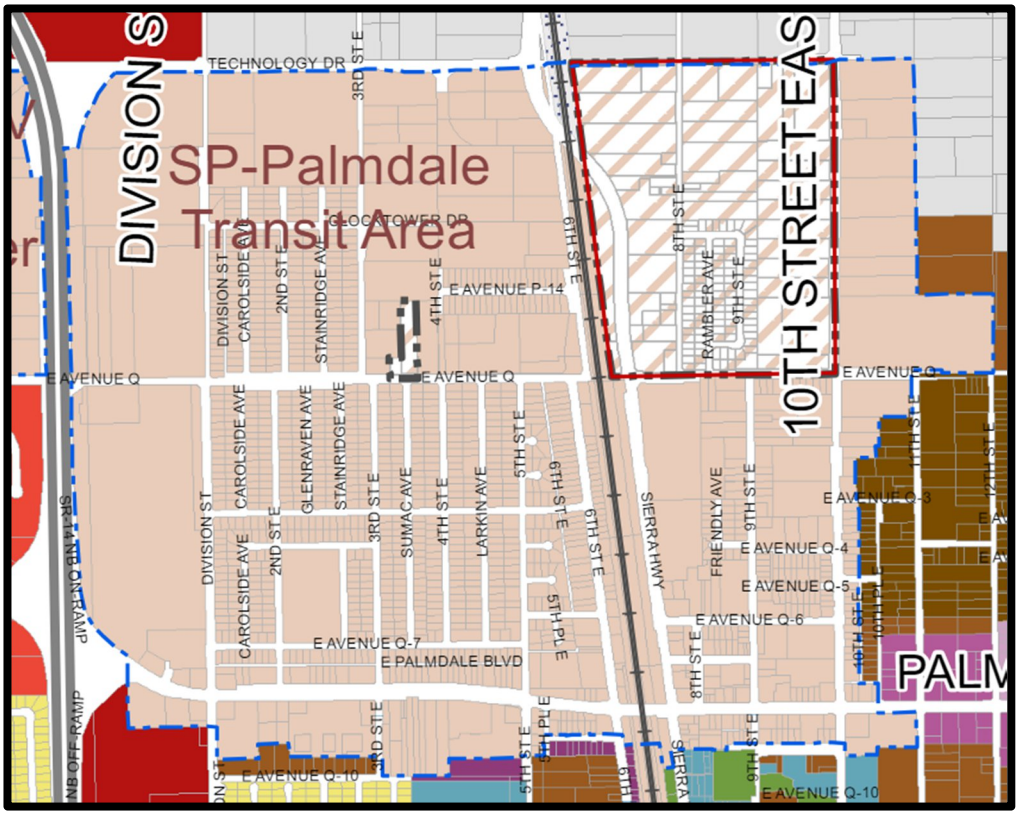
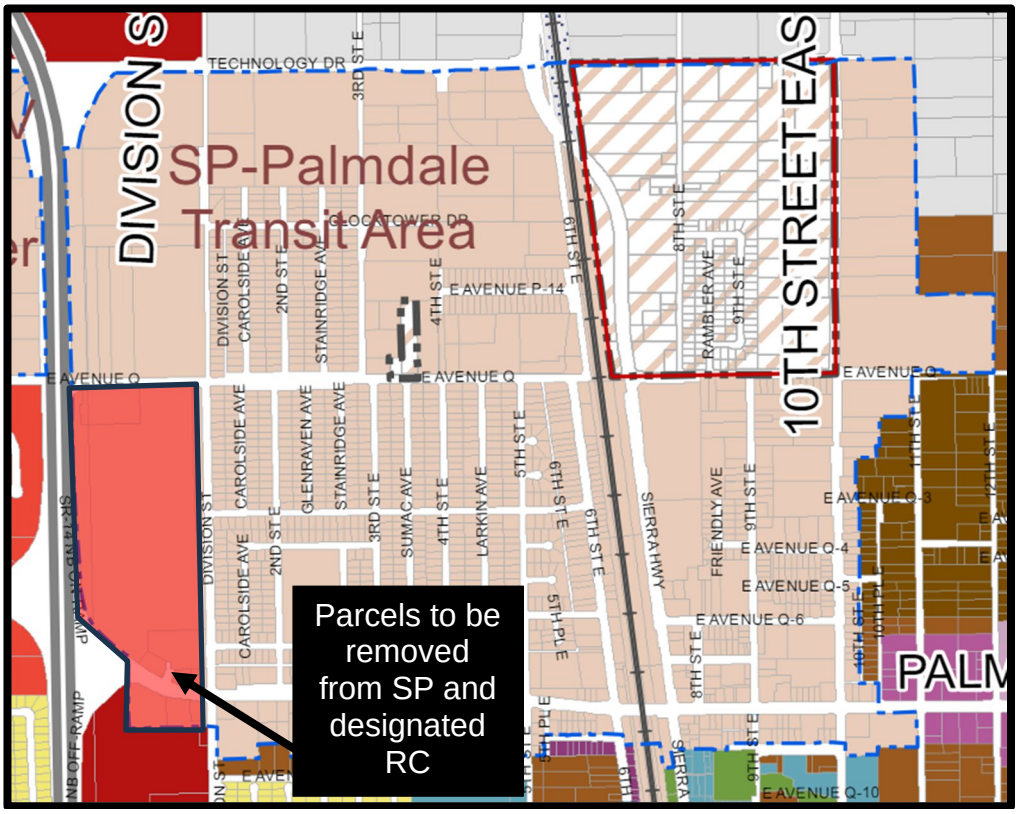


FIGURE 2 – PROPOSED MODIFICATION



DISCUSSION

CDEV 22-001 has been initiated to revise the SP boundary along the southwestern portion of the SP to remove 12 parcels as shown in Figure 2. With the modification to the SP boundary, GPA 24-0002 and ZC 24-0002 is a request to amend the General Plan Land Use designation and zone of the 12 parcels from SP to RC. The amendment would permit all the uses allowed within the RC zone pursuant to Palmdale Municipal Code Table 17.47.020-1 (Allowed Uses – Commercial/Office Zones). In addition, the proposed amendment is beneficial to the City because it provides flexibility for future development to a prominent entry point in the City, will address split zoning, and will assist in creating synergy for the acquisition of Palmdale Boulevard. Furthermore, no development is proposed in conjunction with this request.

ENVIRONMENTAL REVIEW

PEIR 22-002 (State Clearinghouse # 2021060494) was prepared and certified by the City Council (Resolution No. CC 2022-096) on September 21, 2022, for approval of the City's General Plan (Palmdale 2045). As part of the environmental analysis, PEIR 22-002 also considered the adoption and implementation of the Comprehensive Zoning Code and Map update. Staff review has determined that a subsequent or supplemental PEIR as

described in California Environmental Quality Act (CEQA) Guidelines Sections 15162, 15163, or 15164, is not required because the proposed GPA, ZC, and CDEV modify the boundary of the SP and would not require major revisions of the PEIR, there are no significant changes in circumstances and there is no new information of substantial importance that will involve new significant environmental effects or increase the severity of previously identified significant effects. As such, staff concluded that the request is consistent with the previous PEIR in accordance with CEQA Guidelines and has determined that no additional environmental analysis is required.

FISCAL IMPACT

$0; any fees associated with future applications and permits will be paid at the time of submittal.

STRATEGIC PLAN

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

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

Prepared by:	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

ATTACHMENT

Ord. No. 1643

CITY OF PALMDALE, A CHARTER CITY,
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1643

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT 24-0002, ZONE CHANGE 24-0002, AND COMPREHENSIVE DEVELOPMENT PLAN 24-0003 FINDING THAT THE PROJECT IS CONSISTENT WITH PROGRAM ENVIRONMENTAL IMPACT REPORT 22-002 PREPARED AND CERTIFIED IN CONJUNCTION WITH THE CITY'S GENERAL PLAN AND DIRECT STAFF TO MAKE NECESSARY MODIFICATIONS TO THE PALMDALE TRANSIT AREA SPECIFIC PLAN

A. INTENT OF THE CITY COUNCIL:

1. The City of Palmdale (City) has filed an application that applies to the City and the City's sphere of influence, requesting approval of General Plan Amendment (GPA) 24-0002, Zone Change (ZC) 24-0002 and Comprehensive Development Plan (CDEV) 24-0003, for the removal of approximately 59 acres, generally bounded by East Avenue Q to the north, Division Street to the east, State Route 14 freeway to the west and Palmdale Boulevard to the south, referred to on the Los Angeles County rolls as Assessor's Parcel Numbers 3008-041-001, -002, -003, -004, -005, -007, -008, -009, -010, 3009-026-003, -004, and -013, shown on the map attached hereto as Exhibit A. (hereinafter referred to as "Application"); and

2. State law requires that the regulations governing the use and development of lands within the municipal limits of a city be consistent with the adopted General Plan for that city. On September 21, 2022, the City Council adopted a comprehensive update to the General Plan (Palmdale 2045), which required a comprehensive update to Title 17 of the Palmdale Municipal Code (PMC)*;* and

3. On March 15, 2023, the City Council of the City of Palmdale adopted Ordinance No. 1603 a comprehensive Zoning Code and Map update; and

4. On August 16, 2023, the City Council of the City of Palmdale adopted Ordinance No. 1613 and 1614, which identified minor amendments to the PMC necessary to address inconsistencies, clarify review procedures, correct typographical errors and section references, as well as update the associated Zoning Map; and

5. On December 6, 2023, the City Council of the City of Palmdale adopted Ordinance No. 1627, which identified minor amendments to Title 17 necessary to address inconsistencies and clarify review procedures; and

6. On February 7, 2024, the City Council of the City of Palmdale adopted Ordinance No. 1639, which amended the Noise Element of the General Plan, the Development Standards for Mixed-Use zones, the Land Use map, and Zoning map to address inconsistencies and clarify review procedures; and

7. On June 5, 2024, the City Council of the City of Palmdale adopted Ordinance No. 1641, which identified minor amendments to Title 17 necessary to provide flexibility and clarify review procedures and amended the General Plan Land Use and zoning map; and

8. On June 26, 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.

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all the facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

SECTION 2. The City Council hereby finds as follows with respect to the environmental document:

A. PEIR 22-002 (State Clearinghouse # 2021060494) was prepared and certified by the City Council (Resolution No. CC 2022-096) on September 21, 2022, for approval of the City's General Plan (Palmdale 2045). As part of the environmental analysis, PEIR 22-002 also considered the adoption and implementation of the Comprehensive Zoning Code and Map update. Staff review has determined that a subsequent or supplemental PEIR as described in California Environmental Quality Act (CEQA) Guidelines Sections 15162, 15163, or 15164, is not required because the proposed GPA, ZC, and CDEV modify the boundary of the SP and would not require major revisions of the PEIR, there are no significant changes in circumstances and there is no new information of substantial importance that will involve new significant environmental effects or increase the severity of previously identified significant effects. As such, staff concluded that the request is consistent with

the previous PEIR in accordance with CEQA Guidelines and determined that no additional environmental analysis is required.

B. The custodian of records for the environmental document 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. In addition, the Final PEIR is available at:https://palmdale2045gp.org/wp-content/uploads/2022/10/PalmdaleGP_FinalEIRAppendicesResponsetoCommentsFindingofFactandStatementofOverridingConsiderations.pdf.

SECTION 3. Based upon substantial evidence presented to this Council during the above-referenced June 26, 2024, public hearing, including public testimony, and written and oral staff report, this Council specifically finds as follows:

(a) The proposed change in land use is consistent with State law. (GPA)

(b) The proposed Zone Change is consistent with the goals, policies, and objectives of the General Plan. (ZC)

(c) The distribution, location, and extent of land uses, including open space, as depicted in the Specific Plan, is consistent with the General Plan. (SPA)

(d) The amendment is reasonable and beneficial. (GPA)

(e) The proposed Zone Change will not have a substantial adverse effect on surrounding properties or the community in general. (ZC)

(f) The Specific Plan provides for adequate public infrastructure and services needed to support the land uses described in the plan; (SPA)

(g) The standards and development criteria will ensure that development proceeds in an orderly fashion and maintains a high level of quality. (SPA)

(h) The Specific Plan contains implementation measures to ensure that development is supported by adequate infrastructure as development occurs. (SPA)

(i) The site is suitable for the type and intensity of development proposed. (SPA)

(j) The flexibility in development standards afforded by the Specific Plan process has resulted in a project providing a superior design and greater amenities than would occur pursuant to more traditional zoning practices, and the project provides clear and substantial benefit to the City. (SPA)

The proposed application requests to change the General Plan land use and zoning designation for 12 parcels, totaling approximately 59 acres, from Specific Plan (SP) to Regional Commercial (RC). This change is beneficial to the City and will allow for more flexibility in future development of the site. If approved, the application would permit all uses allowed within the RC zone as outlined in the Palmdale Municipal Code Table 17.47.020-1 (Allowed Uses – Commercial/Office Zones). The RC General Plan Land Use designation and zone is intended for commercial/retail and service uses targeted at consumers from a regional market area. RC areas are designed to accommodate long-term goods and services such as big box retailers. In addition, the proposed amendment is beneficial to the City because it provides flexibility for future development to a prominent entry point in the City, will address split zoning, and will assist in creating synergy for the acquisition of Palmdale Boulevard.

No development is proposed in conjunction with the request; with the approval of this project, any future development is required to comply with the development standards of the RC zone.

SECTION 4. Based on the findings and conclusions outlined in paragraphs 1 and 2, this Council recommends approval of GPA 24-0002, ZC 24-0002, and CDEV 24-0003, as shown in Exhibit A, and finds that the project is consistent with PEIR 22-002 prepared and certified for Palmdale 2045.

SECTION 5. All legal prerequisites and pre-conditions to introducing, enacting, and adopting this Ordinance have occurred as required by law and policy.

SECTION 6. The City Clerk shall certify the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this 26th day of June, 2024.

	_____
Approved as to form:	Austin Bishop, Mayor
	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 Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the _____ day of _____, 20___ effective on the ____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____

Rochelle Scott, City Clerk

EXHIBIT A

PROPOSED LAND USE AND ZONING FOR GPA 24-0002, ZC 24-0002, AND CDEV 24-0003

