PALMDALE

*a place to call home*

**CITY COUNCIL MEETING**
**SUCCESSOR AGENCY/HOUSING AUTHORITY**
**CITY COUNCIL CHAMBERS**
**38300 SIERRA HIGHWAY**
**SUITE B**
**PALMDALE, CA 93550**
**WEDNESDAY, JULY 13, 2022**
**5:00 PM**
**7:00 PM**
**www.cityofpalmdale.org**

## WELCOME

The Council Chamber is open for in-person public comment and seating.

The Mayor and/or one or more members of the City Council may participate virtually in this meeting.

How to observe the meeting virtually:

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

How to Submit Public Comments:

VERBAL PUBLIC COMMENT DURING THE MEETING – ZOOM Number: US: +1 720 707 2699 Webinar ID: 868 2495 2455 Passcode: 606380

Webinar attendee link https://us06web.zoom.us/j/86824952455?pwd=cFFXb3grSXdxWm1VbmJZZEtVSmVldz09.

Verbal comments are typically limited to three (3) minutes unless otherwise directed by the chair of the meeting. Public comments submitted will become part of the official meeting record.

The safety and well-being of employees and the public remains the city's top priority. The

City of Palmdale appreciates your patience and understanding during these challenging times.

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

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

If you require oral Spanish translation, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.

Your courtesy is requested to help our meetings run smoothly. If you'll be kind enough to follow these simple rules, we can make the best possible use of your time and ours:

- Please refrain from public displays or outbursts, such as unsolicited applause, comments, cheering, foul language or obscenities.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be asked to leave the meeting.
- Please turn off/mute your cell phones and mobile devices.

**5:00 P.M.**

1. **MAYOR TO CALL MEETINGS TO ORDER**

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

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

time authorized may be adjusted by the chair. If you wish to provide information to the Council/Authority, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking.

4. **PRESENTATION BY CITY ATTORNEY**

4.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Donald Ross D'Angelo v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 21AVCV00441
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Jessica Magallanes v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 21AVCV00932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Robert Credle v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22AVCV00273
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.4 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Gerald Lynn Dolen and Roberta Dora Dolen v. City of Palmdale et al.
Los Angeles County Superior Court
Case No. 21AVCV00377
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.5 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
The reason for holding a closed session is for the purpose of obtaining authorization and direction from the City Council regarding the possible acquisition of property interests in the following property, generally located near Avenue M and 10th Street West:

Property Owner: Successor Agency to the Community Redevelopment Agency of the City of Palmdale
Property: APN 3128-015-900 & 902
City Negotiator: Luis Garibay

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

5. **ANNOUNCEMENT BY CITY ATTORNEY**

6. **ADJOURN CLOSED SESSION MEETING**

**7:00 P.M.**

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

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

9. **PRESENTATIONS**

9.1 Presentation of a cute critter available for adoption at the Palmdale Animal Care Center.

9.2 Presentation of Certificates of Recognition by Mayor and Council to the Antelope Valley Futbol Club (AVFC) for winning the Presidents Cup.

9.3 Presentation of a Proclamation by Mayor and Council declaring July 2022 as California Firefighter Appreciation Month in the City of Palmdale.

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

11. **PUBLIC COMMENTS**

Pursuant to Government Code section 54954.3, members of the public are provided opportunities to address the City Council/Authority. You may address the Council/Authority once per meeting during Public Comments on any matter within the Council's/Authority's jurisdiction that is not listed on the agenda. Please submit a Speaker's Form to the City Clerk **BEFORE** this portion of the meeting begins. To address the Council/Authority regarding an item on the agenda, please fill out a Speaker's Form and submit it to the City Clerk **BEFORE** the Mayor/Chair announces the item. Each person addressing the Council/Authority is customarily given up to three minutes to speak (with double the time allotted to non-English speakers using a translator). The amount of time authorized may be adjusted by the chair. If you wish to provide information to the Council/Authority, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking.

12. **HOUSING AUTHORITY CONSENT CALENDAR**

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

12.1 Adopt Resolution No. HA 2022-002, a Resolution of the Housing Authority of the City of Palmdale approving Affordable Housing Agreement with SOS Children's Villages California and Housing Authority development loan of $1,200,000 for acquisition and pre-development located at 30th Street East and adjacent to McAdam Park (APN 3018-026-001). (Staff Reference Director Neighborhood Services Miller - Presented by Housing Manager Reyes)

01a HA SR - SOS Children's Villages 7.13.2022.docx
01b HA Reso 2022-002 SOS Children's Villages v2 clean.doc
Affordable Housing Agreement SOS Village-complete 07.05.2022.pdf

12.2 Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

HA - May 18, 2022
HA - June 1, 2022

05 18 2022 Minutes CC_SA_HA_IDA_PAA_PCA_PFA.pdf
06 01 2022 Minutes CC_SA_HA_PCA_PFA.pdf

13. **CONSENT CALENDAR**

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

13.1 Receive and file the monthly investment activity reports for May 2022. (Staff Reference: Director of Finance Samson)

Staff_Report_-_Investment_Report_May_2022.docx
11 May 2022 Investment Reports.pdf

13.2 Approve on-call Environmental Consulting Services Agreement with Pacific Edge Engineering, Inc. in the amount of $300,000 over a period of three (3) years. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

2022-2024_On-Call_Environmental_Services_-_Award_Contract.docx
Scan_Agreement_Ongoing Engineer Contract_ (A-7960)_Signed by Consultant 6.22.22.pdf

13.3 Ratify additional funds for Purchase Order No. 20220033 (FY 2021-2022) and approve Purchase Order No. 20230003 (FY 2022-2023) in an amount not to exceed $120,000.00 with Hasa, Inc. for pool chemical supplies. (Staff Reference: Director of Public Works Heffernan)

SR Approve Hasa, Inc PO 20230003 & Ratify 20220033.docx
3. Purchase Order No. 20230003 HASA, INC.pdf
2. Price Schedule IFB No. 21-002-3400 Hasa, Inc. FY 22-23.pdf
1. Purchase Order No. 20220033 HASA, INC-REVISED.pdf

13.4 Approve Purchase Order No. 20230002 with Nutrien AG Solutions for fertilizer supplies in an amount not to exceed $145,750. (Staff Reference: Director of Public Works Heffernan)

SR Approve Nutrien AG Solutions PO 20230002 First OTE.docx
Price Schedule IFB No. 21-001-3610 Nutrien AG FY 22-23.pdf
Purchase Order No. 20230002 NUTRIEN AG SOLUTIONS.pdf

13.5 Approve Purchase Order No. 20230004 with Smith Pipe & Supply, Inc. for irrigation and water conservation supplies in an amount not to exceed $233,600. (Staff Reference: Director of Public Works Heffernan)

SR Approve Smith Pipe & Supply PO 20230004 First OTE.docx
Price Schedule IFB No. 21-002-3600 Smith Pipe & Supply FY 22-23.pdf
Purchase Order No. 20230004 SMITH PIPE & SUPPLY INC.pdf

13.6 Approve the First Amendment with Pumpman, LLC to exercise the first option to extend contract term and increase total price by $430,000, not to exceed the amount of $1,280,000 for professional pump services. (Staff Reference: Director of Public Works Heffernan)
SR_Approve_First_Amendment_to_Agreement_No._A-6770_PumpMan__LLC.docx
A-6770-01 Pumpman LLC Amd 1_1stOTE signed.pdf

13.7 Notice of Completion - Accept Public Improvements for Fairfield Inn located at 1052 West Avenue O-8. (Staff Reference: Director of Public Works Heffernan)
SR-07132022 19-01.docx
EXHIBIT A 19-01.docx
EXHIBIT B.docx
NOC_19-01 PC & SD IMPROVEMENTS.doc

13.8 Approve Final Parcel Map No. 83025 located at the northeast corner of 5th Street West and West Park Drive. (Staff Reference: Director of Public Works Heffernan)
071322, PM 83025 - Staff Report.docx
Final Parcel Map No 83025.pdf

13.9 Award construction agreement with R.C. Becker and Son, Inc., for PN 761, Palmdale Civic Center Complete Streets Project, in the amount of $6,405,637 for a term of 12 months from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
Staff Report PN 761 - Civic Center Complete streets.docx

13.10 Award construction agreement with Parkwood Landscape Maintenance, Inc., for PN 815, LMD 214 Landscape Enhancements Project, at the north side of East Avenue S between 43rd Street East and 45 Street East, in the amount of $178,208.10 for a term of 90 days from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
Staff Report - PN 815 - LMD 214 - Award Construction.docx
Site map.pdf

13.11 Award construction agreement with Cal-Stripe, Inc., for PN 820, Domenic Massari Park Bike Lane System Project, in the amount of $295,374, for a term of 2 months from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
Staff Report PN 820 - ATP Domenic Massari Park Bike Lane.docx

13.12 Adopt Resolution No. CC 2022-070, a Resolution of the City Council of the City of Palmdale to accept and irrevocable offer to dedicate private streets of Tract 54058-3 at the southeast corner of 25th Street West/Highland Street and Avenue

P-12. (Staff Reference: Director of Public Works Heffernan)
SR_Resolution_CC_2022-070.doc
Resolution_No._CC_2022-070.doc
Recorded Tract 54058-3.pdf
Reso 2022-070 Exhibit 'A' and 'B'.pdf

13.13 Approve Final Tract Map No. 71357-01 located near the intersection of Rancho Vista Boulevard and Delson Drive. (Staff Reference: Director of Public Works Heffernan)
071322, TR 71357-01 - Staff Report.docx
Tract Map No. 71357-01.pdf

13.14 Notice of Completion - Accept completed project with Playcore Wisconsin, Inc., dba Gametime for PN 846, Courtney's Playground Inclusive Play Area at Marie Kerr Park. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
Courtney's Playground SR.docx
NOC Courtney's Playground.doc

13.15 Approve Supplement Agreement No. 2 with Cedro Construction Inc., for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East, in the amount of $63,979.75. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
Stf Rpt Supplemental 2 - PN 741A.docx
PN 741A - Supplemental 2 - Cedro Construction.pdf

13.16 Notice of Completion - Accept completed project with Cedro Construction Inc., for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
Stf Rpt NOC PN 741A.docx
NOC PN 741A.doc

13.17 Notice of Completion - Accept completed project with Knorr Systems, Inc. for PN 841, Pool Boiler Replacement at Various City Pools. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Work Glidden)
Staff Report NOC PN 841.docx
NOC PN 841.doc

13.18 Approve Insurance Broker Services Agreement with VINSA, Inc. and Authorize City Manager to Execute Agreement and Bind Insurance Coverage in an amount not to exceed $1,750,000 (Staff Reference: Acting City Attorney Porter - Presented by Legal and Risk Assistant Barajas)
Staff Report - VINSA A-7994 (2022) final.docx
VINSA - Insurance Broker Services Agreement - final.pdf

Current Insurance Projections 2022-2023.pdf

13.19 Adopt Resolution No. CC 2022-080, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plans. (Staff Reference: Human Resources Manager Nevarez)

SR_Class_and_Pay_Plan_for_Budget_071322.docx
Reso_CC_No._2022.080.doc
Exhibit 1 - 7.4.22 CLASSIFICATION AND PAY PLAN General Positions.pdf
Exhibit 2 - 7.4.22 CLASSIFICATION AND PAY PLAN BARGAINING UNIT.pdf
Exhibit 3 - 7.4.22 CLASSIFICATION AND PAY PLAN RECREATION.pdf

13.20 Approve Side Letter of Agreement between the City of Palmdale and California Teamsters Local 911 regarding Premium Pay, Cost of Living Increase, and change to Deferred Compensation language of the MOU (Staff Reference: Human Resources Manager Nevarez.)

SR-Side_Letter_with_Union_on_Meet_and_Confer_0722.docx
Side Letter Meet and Confer 070122.docx

13.21 Adopt Resolution No. CC 2022-083, a Resolution of the City Council of the City of Palmdale reinstating the cap requirement for employee vacation accrual bank balances. (Staff Reference: Human Resources Manager Nevarez)

SR_Reinstate_Vac_Cap_Rule_0722.docx
Reso CC 2022.083 071322.doc
exhibit_1_cap_vacation.pdf

13.22 Adopt Resolution No. CC 2022-081, a Resolution of the City Council of the City of Palmdale Making Legally Required Findings for Extending Remote Teleconference Participation for Meetings of the City Council and its Related and/or Subordinate Legislative Bodies. (Staff Reference: Acting City Attorney Porter)

SR_-_RESO_Authorizing_Remote_Meetings__002_ (2).docx
RESO_-081Continuing_Remote_Meeting_authorization_-_For_July_13_2022.docx

13.23 Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

CC/SA/IDA/PAA/PCA/PFA - May 18, 2022
CC/SA/PCA - June 1, 2022
CC - June 3, 2022

05 18 2022 Minutes CC_SA_HA_IDA_PAA_PCA_PFA.pdf
06 01 2022 Minutes CC_SA_HA_PCA_PFA.pdf
06 03 2022 Minutes CC.pdf

## 14. PUBLIC HEARING

14.1 Public Hearing and Review of Proposed Resolution No. CC 2022-041 for adoption regarding drainage benefit assessments. (Staff Reference: Director of Public Works Heffernan)

RESOLUTION NO. CC 2022-041, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1 AND NO. 2006-02

Palmdale DBAD - Staff Report 7-13-22_v1.docx
Palmdale DBAD - Res 3 #CC 2022-041 for 7-13-2022_v1.docx
Drainage Engineers Report FY 2022-23 (2).pdf

14.2 Public Hearing and Review of Proposed Resolution No. CC 2022-042 for adoption regarding landscape, parks and streetlight maintenance assessments. (Staff Reference: Director of Public Works Heffernan)

RESOLUTION NO. CC 2022-042, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS

Palmdale LMDParkSMD - Staff Report_final.docx
Palmdale LMDParkSMD - Res 3 #CC 2022-042_final.docx
LMD Engineers Report FY 2022-23 (2).pdf
Park Engineers Report FY 2022-23 (2).pdf
Streetlight Engineers Report FY 2022-23 (2).pdf

14.3 Public Hearing and Review of Proposed Resolution Nos CC 2022-061, CC 2022-062 and CC 2022-063 for adoption regarding establishment of a community facilities district and related special taxes, appropriation limit, and annexation; introduce ordinance levying special taxes in Community Facilities District 2022-1. (Staff Reference: Director of Public Works Heffernan)

RESOLUTION NO. CC 2022-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF FORMATION OF THE CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE

DISTRICT, PRELIMINARILY ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE DISTRICT AND PROVIDING FOR THE FUTURE ANNEXATION OF PROPERTY TO THE DISTRICT;

RESOLUTION NO. CC 2022-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE CALLING SPECIAL ELECTION WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES); AND

RESOLUTION NO. CC 2022-063 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING THE RECORDING OF NOTICE OF SPECIAL TAX LIEN - COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES)

CFD_2022-1_Public_Hearing_Staff_Report_Distro(1).doc
CFD Report Final_Signed.pdf
Reso 2022-061 Formation.docx
Reso 2022-062 CallSpecElection.docx
Reso 2022-063 DeclarResults.docx
Ordinance_No_1588_LevyingSpTx (1).docx
NoticeSpecTaxLien v2 w map info.docx

14.4 Public Hearing and Review of Proposed Resolution No. CC 2022-043 for adoption. (Staff Reference: Director of Public Works Heffernan)

RESOLUTION NO. CC 2022-043, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING THE SEWER COLLECTION SERVICE CHARGE AND ORDERING THE CONTINUATION OF THE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE PALMDALE SEWER COLLECTION SYSTEM FOR FISCAL YEAR 2022/2023

Sewer - SR 7-13-22_final.docx
Resolution No. CC 2022-043 7-13-2022_final.doc
Sewer Collection Service Charge Report FY 2022-23_v1.pdf

14.5 Public Hearing and Review of Proposed Resolution No. CC 2022-077. (Staff Reference: Director of Public Works Heffernan)

RESOLUTION NO. CC 2022-077, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ORDERING THE VACATION OF A SEGMENT OF 6TH STREET EAST (100 FEET SOUTH OF SIERRA HIGHWAY TO 220 FEET NORTH OF AVENUE P-14) AND THE RESERVATION OF THE EXISTING UTILITY EASEMENTS THEREIN

SR Resolution CC 2022-077.doc
Resolution_CC_2022-077_Order_to_Vacate.doc
Exhibit A (-912, -913).pdf
Exhibit B (-904).pdf
Exhibit C (-905).pdf
Exhibit D (-908).pdf

14.6 Public Hearing and Review of Proposed Ordinance No. 1589 for adoption. (Staff Reference: Director of Economic and Community Development Garibay - Presented by Associate Planner Alvarado)

ORDINANCE NO. 1589, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING SPECIFIC PLAN AMENDMENT 21-001; A REQUEST TO MODIFY LAND USE DESIGNATIONS, PERMITTED USES, AND STANDARDS OF DEVELOPMENT FOR THE RANCHO VISTA SPECIFIC PLAN

SPA 21-001_CC SR.docx
SPA 21-001_CC Ordinance No. 1589.doc
Exhibit III.pdf
Exhibit IV.pdf

14.7 Public Hearing and Review of Proposed Ordinance No. 1592 for adoption. (Staff Reference: Director of Economic and Community Development Garibay)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING ORDINANCE NO. 1592 FLAVORED TOBACCO BAN, AMENDING SECTION 5.04.670 (TOBACCO/SMOKING PRODUCT RETAILER) OF CHAPTER 5.04 (BUSINESS REGULATION) OF TITLE 5 (BUSINESS LICENSES, TAXES, AND REGULATION) OF THE PALMDALE MUNICIPAL CODE BANNING FLAVORED TOBACCO PRODUCTS

Memo to City Council to continue agenda item.pdf

14.8 Public Hearing and Review of Proposed Resolution No. CC 2022-064 regarding energy rates and rate setting parameters. (Staff Reference: Director of Finance Samson - Presented by Energy Resource Manager Salt)

RESOLUTION NO. CC 2022-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, APPROVING THE INITIAL RATES AND RATE SETTING PARAMETERS FOR ENERGY FOR PALMDALE'S INDEPENDENT CHOICE COMMUNITY CHOICE AGGREGATION PROGRAM

20220713_Palmdale_Staff_Report_Final_EPIC_Initial_rate.docx
2._20220615_Palmdale_Resolution_CC2022-064__EPIC_initial_rate_setting(2).docx
1. 20220713_EPIC Proposed 2022 Rate Schedule_for Council Approval.pdf

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

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

1. FY 2022-23 Staff Report Citywide Fee Resolution_Final JS.docx
2. _FY_2022-23_Reso_CC_2022-065_Citywide_Fee_Resolution_Final_1_.doc
3. Palmdale Fee Schedule_Proposed 07.13.22.pdf

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

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

SR_-_Ord_re_PC_appointments_07132022.docx
ORD-PC_appointment_-_July_13_2022.docx

## 15. APPOINTMENTS

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

SR_-_Making_PC_Appointments 07132022.docx

15.2 Approve Appointment to the Palmdale Aerospace Academy. (Staff Reference: City Clerk Smith)

7 13 2022 TPAA Appointment_SR_final.docx
Board of Directors Duties.pdf
TPAA Bylaws 6.16.16.pdf

## 16. NEW BUSINESS

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

Staff_Report-Award_Measure_AV_Grant_Funding_07132022_FINAL.docx
Final Awardee List 2022 - Exhibit A.pdf
Measure AV Final Report PPT 07132022.pptx

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

17.1 COMMITTEE MEMBERSHIPS.

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

17.2 MEETINGS ATTENDED AT PUBLIC EXPENSE
Bettencourt Informational Report 071322.docx

18. **CITY MANAGER'S REPORT**

19. **CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS**

20. **Adjourn** meeting to July 20, 2022 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

# Housing Authority
# Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE CHAIR AND COMMISSIONERS**

**FROM:** **NEIGHBORHOOD SERVICES**

**HOUSING DIVISION**

**DISTRICT:** **1**

**SUBJECT:** **ADOPT RESOLUTION NO. HA 2022-002 A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE APPROVING AFFORDABLE HOUSING AGREEMENT NO. A-7950 WITH SOS CHILDREN'S VILLAGES CALIFORNIA AND HOUSING AUTHORITY DEVELOPMENT LOAN OF $1,200,000 FOR ACQUISITION AND PRE-DEVELOPMENT LOCATED AT 30TH STREET EAST AND ADJACENT TO MCADAM PARK (APN 3018-026-001**)

## ISSUE

Adopt Resolution No. HA 2022-002, a resolution of the Housing Authority of the City of Palmdale approving Affordable Housing Agreement No. A-7950 with SOS Children's Villages California and acquisition and pre-development loan of $1,200,000 for the development located at 30th Street East and adjacent to McAdam Park (APN 3018-026-001)

## RECOMMENDATION

Staff recommends that the Housing Authority:

1. Adopt Resolution No. HA 2022-002 approving Affordable Housing Agreement No. A-7950 with SOS Children's Villages California and Authority Acquisition and Pre-Development Loan of $1,200,000; and
2. Authorize the Executive Director or their designee to execute the Affordable Housing Agreement with SOS Children's Villages California, execute all necessary documents, and take all necessary actions to implement the approved actions.

## BACKGROUND

SOS Children's Villages California (Developer) approached the Housing Authority proposing to develop 12 units of three-bedroom townhomes each with an adjacent resource caregiver unit, for use as transitional housing for foster care youth, plus 2 additional transitional housing residential units to support the overall program on-site

(Project). The Project is located at 30th Street East and adjacent to McAdam Park, APN 3018-026-001. SOS Villages began in Europe in 1945 housing children orphaned or abandoned during World War II. SOS Children's Villages operates four sites in Illinois. The SOS Children's Villages townhome will house up to six children in foster care, allowing children from large families to live with their siblings, receive care and support from a full-time professionally trained foster parent, have case managers and support staff on-site in offices located in the community center.

## DISCUSSION

The Project consists of twelve three bedroom townhome units each with an adjacent resource caregiver unit, two (2) additional units to be used as transitional housing to support the overall project, a community building with staff offices and meeting space, lighted play courts, and a play area. The proposed project has an estimated development budget of $19,001,000 to be funded as follows: Housing Authority Loan of $1,200,000, for a portion of acquisition and pre-development costs, a $500,000 loan from the Los Angeles County Development Authority with a 55 year term for a portion of acquisition costs, and private financing of $17,301,000. Repayment of the Authority loan will be at the end of a 55-year term.

Housing Authority loan assistance is in accordance with the Housing Authority's goal to produce quality affordable housing for Low-, Very Low-, and Extremely-Low Income residents.

## FISCAL IMPACT

For the $1,200,000 Authority Loan and $10,000 for incidental costs, carryforward funds are available to transfer to account 29364005-782950 from accounts 29364005-782902 Focus Neighborhood 1-4 $825,000 and $385,000 from account 29364005-782921 Transit Village Development.

## STRATEGIC PLAN

Goal III Invest in infrastructure to improve community livability and to plan and maintain safe and attractive neighborhoods, streets and facilities.

| | |
|---|---|
| Prepared by: | Sophia Reyes, Housing Manager |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim Executive Director |
| Approved as to form: | Scott Porter, Acting Authority Attorney |

## ATTACHMENTS

1. Resolution No. HA 2022-002
2. Affordable Housing Agreement No. A-7950 with SOS Children's Villages California

HOUSING AUTHORITY
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. HA 2022 - 002

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE APPROVING AFFORDABLE HOUSING AGREEMENT (A-7950) WITH SOS CHILDREN'S VILLAGES CALIFONIA AND ACQUISITION AND PRE-DEVELOPMENT LOAN OF $1,200,000 FOR DEVELOPMENT LOCATED AT 30TH STREET EAST AND ADJACENT TO MCADAM PARK (APN 3018-026-001)

**WHEREAS**, the City Council of the City of Palmdale ("City Council") adopted the Redevelopment Plans for the Merged Redevelopment Projects ("Project Area") on March 24, 1994, by Ordinance Nos. 1042, 1043, and 1044, which resulted in the allocation of property taxes from the Project Area to the former Community Redevelopment Agency of the City of Palmdale ("Redevelopment Agency") for purposes of redevelopment. On May 4, 2011 the City Council adopted the Expansion Area Amendment by Ordinance No. 1418 adding additional territory to the Merged Project Area, and amending and restating the Redevelopment Plans into a single Amended and Restated Redevelopment Plan for the Merged Project Area ("Redevelopment Plan"). Project Area No. 2, Project Area No. 3, Project Area No. 4, and the Expansion Area collectively are referred to as the "Merged Project Area".

**WHEREAS**, the Housing Authority of the City of Palmdale ("Authority") is implementing certain proposed uses in the Merged Project Area including low-income housing, which will aid in carrying out the Redevelopment Plan, pursuant to its obligations under Assembly Bill No. 26 (2011-2012 1st Ex. Sess.), as amended by Assembly Bill No. 1484 (2011-2012 Regular Session) and as further amended from time to time (collectively, the "Dissolution Bills") wherein the Authority, as the designated entity, will perform the housing functions previously performed by the former Redevelopment Agency to carry out the purposes of the Redevelopment Plan and the Dissolution Bills.

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

**SECTION 1**. In accordance with its obligations under the Dissolution Bills, the Authority wishes to enter into a proposed Affordable Housing Agreement ("Housing Agreement") with SOS Children's Villages California (the "Developer"), wherein the Authority will provide an Authority loan of $1,200,000 in Low and Moderate Income Housing Asset Funds to Developer for a portion of the acquisition and pre-development of the property located at 30th Street East and adjacent to McAdam Park (APN 3018-026-001) ("Property") which is proposed to consist of rental housing consisting of twelve (12) three-bedroom townhome units for foster care youth each with an adjacent resource caregiver unit,, two (2) additional units to be used as

transitional housing to support the overall project, a community building with staff offices and meeting space, lighted courts, and a play area. Eleven (11) units will be made available to and occupied by Extremely Low-Income households, one (1) unit will be made available to and occupied by a Low-Income household, and two (2) units will be made available to and occupied by a Very Low-Income households.

**SECTION 2**. The Housing Agreement requires the recording of covenants against the Developer's interest in the Property restricting the use of the Property for a term of not less than 55 years.

**SECTION 3**. The agreement is exempt from the requirements of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. The project qualifies under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Pursuant to CEQA Guidelines Section 15061(B)(3), where it can be seen with certainty that there is no possibility that the activity in question may have significant effect on the environment, the activity is not subject to CEQA. The proposed Housing Agreement does not propose any physical change to the environment itself. The development applications associated with this agreement will be reviewed for CEQA compliance under a separate entitlement and the appropriate environmental document will be prepared to address project specific impacts. Therefore, the proposed Housing Agreement will not have a significant effect on the environment.

**SECTION 4**. The Authority hereby approves the proposed Housing Agreement in substantially the form presented at this meeting, with such minor changes as may be approved by the Executive Director with approval as to form by Authority Legal Counsel.

**SECTION 5.** The Authority hereby authorizes its Executive Director, or designee, to execute the Housing Agreement, execute all documents, and take all actions necessary and convenient to carry out and implement the Housing Agreement, and administer the Authority's obligations, responsibilities and duties to be performed thereunder.

**SECTION 6.** The Authority Secretary shall certify to the adoption of this resolution.

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

Approved as to form:

_____
Steven D. Hofbauer, Chair

ATTEST:

_____
Scott E. Porter
Acting Authority Attorney

_____
Shanae S. Smith,
Authority Secretary

I, Shanae S. Smith, Authority Secretary of the Housing Authority of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Housing Authority of the City of Palmdale at a special meeting of said Authority held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, Authority Secretary

# AFFORDABLE HOUSING AGREEMENT

BY AND BETWEEN

HOUSING AUTHORITY
OF THE CITY OF PALMDALE

AND

SOS CHILDREN'S VILLAGES CALIFORNIA, INC.

(A-7950)

July 13, 2022

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**AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN HOUSING AUTHORITY OF THE CITY OF PALMDALE AND SOS CHILDREN'S VILLAGES CALIFORNIA, INC. (A-7950)**

This AFFORDABLE HOUSING AGREEMENT (this "**Agreement**") is entered into as of July 13, 2022, by and between the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body corporate and politic ("**Authority**"), and SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation ("**Developer**"). Authority and Developer (individually, a "**Party**" and collectively, the "**Parties**") hereby agree as follows:

RECITALS

A. Developer is a party to that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Property dated February 9, 2022, as amended, pursuant to which Developer will acquire fee title to that certain unimproved real property located at 30th Street East and adjacent to McAdam Park in the City of Palmdale, California, legally described as set forth in Attachment No. 1 and illustrated on the site map attached to this Agreement as Attachment No. 2 (the "**Property**").

B. Developer has approached the Authority proposing to develop on the Property twelve (12) three-bedroom residential units for use as affordable housing for foster care youth, each with an adjacent unit for use by the resource caregiver, two (2) units of transitional housing used to support the overall foster care program on the Property, a community center to be used for the foster youth and the community, related offices, and ancillary required parking and other improvements (collectively, the "**Project**").

C. Developer proposes to finance the Project with a loan from Authority of Low and Moderate Income Housing Asset Funds and donations to Developer, or alternative financing proposed by Developer and approved by the Authority.

D. Developer's acquisition and use of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement are in the vital and best interests of the City of Palmdale and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I SUBJECT OF AGREEMENT

Section 101 Additional Definitions

For purposes of this Agreement, the following capitalized terms have the following meanings:

"**Affiliate**" means (i) any Person directly or indirectly controlling, controlled by or under common control with another Person, (ii) any Person owning or controlling 10% or more of the outstanding voting securities of such other Person or (iii) if that other Person is an officer, director, member or partner, then any company for which such Person acts in any such capacity. The term "control" as used in the immediately preceding sentence means the power to direct the management or the power to control election of the board of directors. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than 50% of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"**Affordable Rent**" has the meaning set forth in California Health and Safety Code Section 50053. The Parties have agreed that rents for the units shall not exceed the respective amounts set forth in the Agreement Containing Covenants.

"**Agreement Containing Covenants**" means the Agreement Containing Covenants which sets forth the affordable housing requirements for the Project, substantially in the form attached hereto as Attachment No. 3.

"**Assignment of Agreements**" means the assignment by Developer to Authority of plans, contracts and permits, in the form of Attachment No. 4 to this Agreement.

"**Authority Acquisition Loan**" means the portion of Authority Loan to be used for a portion of the acquisition costs for the Project in such amount as determined by the Executive Director, evidenced by the Authority Note and secured by the Authority Deed of Trust.

"**Authority Deed of Trust**" means the deed of trust in which Developer is the trustor and Authority is the beneficiary, securing the Authority Loan, substantially in the form of Attachment No. 6 to this Agreement.

"**Authority Loan**" means, individually and collectively, the Authority Acquisition Loan and the Authority Pre-Development Loan.

"**Authority Loan Documents**" means this Agreement, the Authority Note, the Authority Deed of Trust, the Assignment of Agreements, the Agreement Containing Covenants, the Notice of Affordability Restrictions, the Environmental Indemnity, and the UCC1 Financing Statement.

"**Authority Note**" means the promissory note evidencing the Authority Loan, substantially in the form of Attachment No. 7 to this Agreement.

"**Authority Pre-Development Loan**" means the portion of Authority Loan to be used for a portion of the pre-development costs for the Project in such amount as determined by the Executive Director, evidenced by the Authority Note and secured by the Authority Deed of Trust.

"**City**" means the City of Palmdale, California, a municipal corporation, and any assignee of or successor to its rights, powers and responsibilities.

"**Closing**" means the point in time when all conditions precedent to the funding of the Authority Loan have been satisfied, in accordance with the Method of Financing.

"**Completion**" means the point in time at which all of the following have been satisfied: (i) issuance of a certificate of occupancy for the Project by City, (ii) recordation of a notice of completion pursuant to California Civil Code Section 3093, (iii) submission to Authority of unconditional lien releases or waivers obtained by Developer or Developer's agent for the Project, (iv) certification by the Project architect that the Project (with the exception of minor "punch list" items) has been completed in a good and workmanlike manner and in substantial compliance with the City-approved plans and specifications, (v) disposition of any mechanic's liens that have been recorded or stop notices that have been delivered to Authority, so that any such liens shall have been paid, settled, bonded, or insured around or otherwise extinguished or discharged and Authority has been provided satisfactory evidence of such payment, settlement, bond, title insurance or title insurance commitment or discharge, including without limitation all statutory waivers and (vi) the time for Developer's contractor, suppliers and subcontractors to file a claim pursuant to California Civil Code Sections 3115-3117 has expired.

"**Conditions**" means, with respect to the Property and any Improvements located thereon, the condition of the soil, geology, the presence of known or unknown faults or defects, or Hazardous Substances, the suitability of the Property for its intended uses or the condition of any related public improvements.

"**Environmental Indemnity**" means the indemnity by Developer in the form of the Environmental Indemnity attached to this Agreement as Attachment No. 8.

"**Extremely Low Income**" means household income that does not exceed the maximum income set forth in California Health and Safety Code Section 50106.

"**Force Majeure**" or "**Force Majeure Event**" means the following events, provided that they actually delay and interfere with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices are or would be beyond the reasonable control of the Party claiming such interference: war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation (including litigation challenging the validity of this transaction or any element thereof), unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor, or suppliers, acts of the other Party, acts or failure to act of any Governmental Authority (except acts or failure to act of Authority shall not excuse performance by Authority), the imposition of any applicable moratorium by a Governmental Authority or any other causes which despite the exercise of diligence and good business practices are or would be beyond the reasonable control of the Party claiming such delay and interference. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Event unless and until the Party claiming such delay and interference delivers to the other Party written notice describing the event, its cause, when and how such Party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom, and provided further in no event shall a Force Majeure Event include the financial inability of a party to this Agreement to pay or perform any of its obligations hereunder. Any Party claiming a Force Majeure Delay shall deliver such written notice within 10 days after it obtains actual knowledge of the event.

"**Force Majeure Delay**" means a delay in taking any action required by this Agreement, proximately caused by the occurrence of a Force Majeure Event.

"**Governmental Authority**" means the United States, the State of California, the County of Los Angeles, City or any other political subdivision in which the Property is located, and any court or political subdivision, authority or instrumentality having jurisdiction over the Property.

"**Hazardous Substances**" has the meaning set forth in the Environmental Indemnity.

"**Improvements**" means improvements located on the Property.

"**LACDA**" means the Los Angeles County Development Authority, a public body, corporate and politic.

"**LACDA Deed of Trust**" means the deed of trust in which Developer is the trustor and LACDA is the beneficiary, securing the LACDA Loan.

"**LACDA Loan**" means the loan by LACDA as lender to Developer, as borrower, in the amount of Five Hundred Thousand Dollars ($500,000).

"**LACDA Note**" means the promissory note evidencing the LACDA Loan.

"**LACDA Subordination Agreement**" means the agreement by LACDA subordinating the LACDA Deed of Trust to the Authority Deed of Trust.

"**Low Income**" means the maximum income given to "lower income" households in California Health and Safety Code Section 50079.5.

"**Method of Financing**" means the method of financing attached to this Agreement as Attachment No. 11, as may be amended from time to time.

"**Notice of Affordability Restrictions**" means the Notice of Affordability Restrictions on Transfer of Real Property, substantially in the form attached to this Agreement as Attachment No. 9.

"**Permitted Transfer**" means any of the following:

a. The granting of easements or permits to facilitate the development of the Property in accordance with this Agreement;

b. Any transfer approved in writing by the Authority Executive Director or designee, at his or her sole discretion;

c. Any transfer to an Affiliate of Developer; and/or

d. The encumbrance of the Property by the LACDA Deed of Trust, the recordation of which is hereby approved by the Authority pursuant to this Agreement, provided that the LACDA Subordination Agreement is delivered to Authority concurrently.

"**Person**" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, domestic or foreign.

"**Plans**" means the plans and drawings prepared on behalf of Developer and approved by the City in its municipal capacity for development and construction of the Project in accordance with this Agreement.

"**Project Budget**" means the applicable schedule of Project Costs attached to this Agreement as Attachment No. 12.

"**Project Costs**" means all third party costs, fees, and expenses which are actually incurred by Developer for the acquisition of the Property and the development and construction of the Project on the Property, approved by the Authority Executive Director.

"**Restricted Period**" means 55 years following the Closing.

"**Schedule of Performance**" means the schedule of performance attached to this Agreement as Attachment No. 10.

"**Title Company**" means Chicago Title Insurance Company or another title insurance company mutually acceptable to the Parties.

"**Title Insurance Policies**" means and includes the following ALTA extended coverage policies of title insurance issued by the Title Company:

a. An owner's policy of title insurance in favor of Developer, together with such endorsements as Developer may reasonably require, insuring Developer's fee title, in the amount of 100% of the purchase price for the Property; and

b. A lender's policy of title insurance in favor of Authority, together with such endorsements as Authority may reasonably require, insuring the lien of the Authority Deed of Trust in the amount of the Authority Loan.

"**Transfer**" means:

a. The sale, agreement to sell, transfer, assignment, or conveyance of the Property, the Project, or any portion thereof or interest therein (including, without limitation, a beneficial interest), whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment sale contract or similar instrument affecting all or a portion of the Property or Project, or the lease of all or substantially all of the Property or Project.

b. "Transfer" also includes the transfer, assignment, hypothecation or conveyance of legal or beneficial ownership of any interest in Developer, or any conversion of Developer to an entity form other than that of Developer at the time of execution of this Agreement.

c. Notwithstanding paragraphs a. and b., "Transfer" shall <u>not</u> include Permitted Transfers.

"**UCC1**" means a UCC1 Financing Agreement in a form suitable for filing with the California Secretary of State.

"**Very Low Income**" means household income that does not exceed the maximum income set forth in California Health and Safety Code Section 50105.

Section 102 Purpose of Agreement

The purpose of this Agreement is to assist with financing a portion of the acquisition of the currently unimproved Property and of the pre-development costs of the Project on the Property. The use of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City of Palmdale and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements. Pursuant to and conditioned upon the terms of this Agreement, Authority shall make a loan to Developer to pay a portion of the cost of acquiring the Property and pre-development costs for the Project, and Developer shall acquire the Property and develop and construct and operate the Project on the Property.

Section 103 Authority

a. Authority is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Housing Authorities Law of the State of California.

b. The principal office of Authority for purposes of receiving notices pursuant to this Agreement is as follows:

Housing Authority of the City of Palmdale
Attn: Executive Director
38250 Sierra Highway
Palmdale, California 93550-3609
Facsimile number: 661-267-5155

With a copy to:

City of Palmdale
Attn: Authority Counsel
38250 Sierra Highway
Palmdale, California 93550-3609

c. "Authority" as used in this Agreement includes the Housing Authority of the City of Palmdale and any assignee of or successor to its rights, powers and responsibilities.

Section 104 Developer

a. Developer is SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation.

b. The address of Developer for purposes of receiving notices pursuant to this Agreement is as follows:

SOS CHILDREN'S VILLAGES CALIFORNIA, INC.
8484 Wilshire Boulevard, Suite 500
Beverly Hills, CA 90211-2404
Attn: Anna Levin, CPA
Facsimile number: (310) 659-3500

c. Whenever the term "Developer" is used herein, such term shall mean and include: (i) Developer as of the date hereof and (ii) any assignee of or successor to its rights, powers and responsibilities approved by Authority.

Section 105 Prohibition Against Transfers

a. The qualifications and identity of Developer are of particular concern to Authority. It is because of those qualifications and identity that Authority has entered into this Agreement with Developer. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

b. Developer shall not Transfer or attempt to Transfer all or any part of the Property, the Project, and/or this Agreement, other than pursuant to a Permitted Transfer, without the prior written approval of Authority in the Authority's sole and absolute discretion. Any such change (or assignment of this Agreement in connection therewith) shall be by instruments satisfactory to the Authority Executive Director or designee, and be subject to the approval by the Authority Executive Director or designee of evidence of the proposed assignee's or transferee's financial wherewithal, reputation, and qualifications to meet the obligations of Developer under this Agreement.

c. For the reasons cited above, Developer represents and agrees for itself and any successor in interest that, there shall be no cumulative change in ownership or control of greater than 49%, by any method or means, without Authority's prior written approval.

d. Developer shall promptly notify Authority of any and all changes whatsoever in the identity of the parties in control of Developer or the degree thereof, other than any of its officers or directors, of which it or any of its officers have been notified or otherwise have knowledge or information.

e. This Agreement may be terminated by Authority, and Authority may exercise its remedies pursuant to the Authority Loan Documents, if there is a Transfer in violation of this Agreement.

f. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

g. Any Transfer shall be by instrument in writing satisfactory to Authority and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of Authority shall expressly assume all of the obligations of Developer under this Agreement and agree to be subject to all conditions and restrictions applicable to Developer in this Agreement. There shall be submitted to Authority for review all instruments and other legal documents proposed to affect any such transfer, and if approved by Authority, then its approval shall be indicated to Developer in writing.

h. In the absence of specific written agreement by Authority, no Transfer, or approval thereof by Authority, shall be deemed to relieve Developer or any other party from any obligations under this Agreement.

## ARTICLE II INTENTIONALLY OMITTED

## ARTICLE III DEVELOPMENT OF PROPERTY

### Section 301 Scope of Work

The Property shall be developed in accordance with and within the limitations established in this Agreement, Plans approved by Authority pursuant to this Agreement, and permits issued by City.

No person acting on behalf of Authority is authorized to make, and by execution of this Agreement, Developer acknowledges that neither Authority nor any person acting on behalf of Authority has made, any representation, agreement, statement, warranty, guarantee or promise regarding the zoning, construction, physical condition or other status of the Property.

Developer acknowledges and agrees that Authority makes no representations and warranties, express or implied, as to the Property. Developer hereby expressly acknowledges and agrees that it is relying solely upon its inspections, examination, and evaluation of the Property in acquiring and developing the Property on an "as is", "where is" and "with all faults" basis.

It shall be the sole responsibility of Developer, at Developer's expense, to investigate and determine all Conditions of the Property and its suitability for the uses to which the Property is to be put in accordance with this Agreement. If the Conditions of the Property are not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the responsibility and obligation of Developer, without cost to Authority, to take such action or cause such action to be taken, as may be necessary to place the Property in all respects in a condition entirely suitable for its use in accordance with this Agreement.

Developer agrees to perform, or cause to be performed, the clean-up of any Hazardous Substances on, in, under or within the Property, without cost or expense to Authority. Developer shall defend, indemnify, and hold harmless Authority and its officers, agents, employees, contractors and attorneys from any claims, liability, injury, damages, costs and expenses (including, without limitation, the cost of any required cleanup of Hazardous Substances, and the cost of reasonable attorneys' fees) which may be sustained as the result of Hazardous Substances relating to the Property. As a condition precedent to the Closing, Developer shall execute and deliver to Authority the Environmental Indemnity.

Section 302 Land Use Approvals

a. It is the responsibility of Developer, without cost to Authority, to ensure that zoning of the Property and all applicable City land use requirements shall be such as to permit development and construction of the Project and the use, operation and maintenance of the Project in accordance with the provisions of this Agreement.

b. Developer shall obtain all entitlements, approvals, variances and permits necessary for the development and construction of the Project.

c. Nothing contained herein shall be deemed to entitle Developer to any City permit or other City approval necessary for the development and construction of the Project, or waive any applicable City requirements relating thereto. This Agreement does not (i) grant any land use entitlement to Developer, (ii) supersede, nullify or amend any condition which may be imposed by City in connection with approval of the work described herein, (iii) guarantee to Developer or any other party any profits from the Property or (iv) amend any City laws, codes or rules. This is not a development agreement as provided in California Government Code Section 65864.

Section 303 Construction Drawings and Related Documents

Developer shall prepare and submit construction drawings and related documents for the development and construction of the Project to Authority for review (including, without limitation, architectural review) and written approval at the times established in the Schedule of Performance. Any items so submitted and approved in writing by Authority shall not be subject to subsequent disapproval. Authority approval shall not be unreasonably withheld.

Section 304 Project Costs

a. Except for the Authority Loan and the LACDA Loan, the cost of acquiring the Property and developing and constructing the Project shall be the responsibility of Developer, as provided in the Method of Financing. The Project Costs are set forth in the Project Budget, which shall be subject to change from time-to-time as provided in the Method of Financing.

b. Developer has proposed, and Authority has approved, the Project Budget. Developer acknowledges that Authority is relying on Developer's experience and expertise in establishing the Project Costs, and Developer represents that the Project Budget is based on the best, good faith estimate of Developer of the costs that are likely to be incurred for the Project.

Section 305 Authority Loan

Subject to and conditioned on the terms and conditions of this Agreement, Authority shall provide Developer with financial assistance which consists of the Authority Acquisition Loan and the Authority Pre-Development Loan. The Authority Loan shall be repaid according to the terms and conditions of the Authority Note.

Section 306 Schedule of Performance

a. The Parties shall perform all acts respectively required of such Party in this Agreement within the times provided in the Schedule of Performance. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing by Developer and the Authority Executive Director.

b. Within the time set forth therefor in the Schedule of Performance, Developer shall promptly begin and thereafter diligently prosecute to completion the development and construction of the Project as provided in this Agreement. Developer shall begin and complete all construction and development within the times specified in the Schedule of Performance, with such reasonable extensions of said times as may be granted by Authority.

c. During periods of construction, Developer shall submit to Authority a written report of the progress of the construction when and as requested by Authority. The report shall be in such form and detail as may be reasonably required by Authority and shall include a reasonable number of construction photographs (if requested) taken since the last report by Developer.

Section 307 Local, State and Federal Laws

a. Developer hereby agrees to carry out development, construction (as defined by applicable law) and operation of the Project on the Property, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, state and federal laws, rules and regulations including, without limitation, all applicable federal and state labor laws (including, without limitation, any requirement to pay state prevailing wages).

b. Developer hereby expressly acknowledges and agrees that neither the City nor the Authority has ever previously affirmatively represented to the Developer or its contractor(s) for the Project in writing or otherwise, in a call for bids or otherwise, that the work to be covered by the bid or contract is not a "public work," as defined in Section 1720 of the Labor Code. Developer will have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer will have the obligation to provide or have maintained any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer will have the obligation, at the Developer's sole cost, risk and expense, to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer will indemnify, protect, defend and hold harmless the Authority, the City and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to the Authority and the City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorney fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Sections 1726 and 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (3) failure by Developer to provide any required disclosure, representation, statement, rebidding and/or identification which

may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; (4) failure by Developer to provide or have maintained any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; and/or (5) failure by the Developer to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. It is agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the Project, including, without limitation, any public work (as defined by applicable law), Developer will bear all risks of payment or non payment of state prevailing wages and/or the implementation Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. "Increased costs" as used in this Section has the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity will survive termination of this Agreement and will continue after recordation of the Release of Construction Covenants.

c. Developer shall be responsible for obtaining all permits and approvals required by City for development and construction of the Project, ensuring that the use of the Property for the purposes described in this Agreement complies with the zoning and other City land use regulations (including any applicable exemptions and/or exceptions) applicable to the Property.

Section 308 Nondiscrimination During Construction

Developer, for itself and its successors and assigns, agrees that during the development and construction of the Project, Developer shall not discriminate against any employee or applicant for employment on any basis prohibited by state or federal law, including without limitation, race, color, religion, sex or national origin.

Section 309 Indemnification and Insurance

a. Developer agrees to and shall, to the fullest extent permitted by law, defend, indemnify and hold Authority, City, and their respective officers, employees, contractors and agents harmless from and against all claims, liabilities, damages, losses, expenses, attorneys' fees and costs that is caused, in whole or in part by any of the following: (i) any act or omission of Developer or its contractors, suppliers or vendors, of any contracting tier, in connection with its performance or nonperformance of this Agreement, (ii) the breach of any obligations of Developer hereunder, (iii) any act or omission during the period commencing with execution of this Agreement by Authority and until Completion, of Developer or its contractors, suppliers or vendors, of any contracting tier, or anyone directly or indirectly employed by any of them, or anyone for

whose acts Developer may be liable or (iv) the use during the period commencing with execution of this Agreement by Authority and until Completion, of any products, material or equipment furnished by Developer or its contractors, suppliers or vendors, of any contracting tier. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 309. The foregoing indemnification by Developer shall apply to the extent of the violation of a legal duty, including, without limitation, active or passive negligence, strict liability, breach of contract or intentional or willful misconduct, by Developer or its contractors, suppliers or vendors, of any contracting tier, or anyone directly or indirectly employed by any of them, or anyone for whose acts Developer may be liable. Indemnitees shall be entitled to recovery of any attorneys' fees incurred as a result of Developer's failure to provide the defense and indemnity required by this Section 309. This Section 309 shall survive the expiration or termination of this Agreement and will continue after recordation of the Release of Construction Covenants.

b. At the times indicated in paragraphs (i) through (iv) below, Developer shall furnish or cause to be furnished to Authority evidence of the following policies of insurance, naming Developer as insured and, except as to the insurance described in paragraph (iv), below, Authority and City as additional insureds. The insurance described in paragraph (ii) shall be obtained prior to the initial occupancy of the townhomes. All such insurance shall be kept in force for the term of the Authority Note.

(i) Fire Policies: Prior to commencement of construction, Developer shall furnish evidence of, and shall thereafter maintain or cause to be maintained a policy or policies of insurance against loss or damage to the Property or the Project and all property of an insurable nature located upon the Property, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Such insurance shall be maintained in an amount not less than 100% of the full insurable value of the Project, as defined herein in paragraph d.

(ii) Rental Income Insurance: At such time, if any, that any residential units within the Project are leased pursuant to a standard rental agreement, Developer shall furnish evidence of, and shall thereafter maintain or cause to be maintained use and occupancy or business interruption or rental income insurance against the perils of fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies, in an amount that is acceptable to the parties.

(iii) Liability Insurance: Developer shall maintain public liability insurance to protect against loss from liability imposed by law for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property, resulting directly or indirectly from any acts or activities of Developer,

or any person acting for Developer, or under its respective control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Property, or in connection with Developer's activities thereon, caused directly or indirectly by or from acts or activities of Developer, or any person acting for Developer, or under its control or direction. Such property damage and personal injury insurance shall also provide for and protect Authority against incurring any legal cost in defending claims for alleged loss. Such personal injury and property damage insurance shall be maintained in full force and effect during the term of this Agreement in the following amounts: Commercial General Liability on a per occurrence basis of not less than $2,000,000 and in a general aggregate amount of not less than $3,000,000, and Commercial Automobile Liability of not less than $2,000,000 combined single limit, including owned, non-owned and hired automobile coverage. It is the mutual intent of the parties that the levels of insurance coverage described herein shall be and remain comparable to the level of insurance coverage that is customary with comparable operations in Los Angeles County. At any time and from time to time, Authority may provide notice to Developer that the level of or type insurance being maintained by Developer is no longer comparable to the level of insurance coverage that is customary with comparable operations in Los Angeles County, and request that the minimum limit or type of hereinabove designated insurance shall be changed accordingly. Developer agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Developer may be held responsible for the indemnification of Authority or the payment of damages to persons or property resulting from Developer's activities, or the activities of any person or persons for which Developer is responsible.

(iv) Workers' Compensation Insurance: Developer shall maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or *in lieu* thereof. Such workers' compensation insurance shall cover all persons employed by Developer in connection with the Project and shall cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Project or the operation thereof by Developer, and in an amount of not less than $1,000,000 per accident, bodily injury, or disease. Notwithstanding the foregoing, Developer may, in compliance with the laws of the State of California and *in lieu* of maintaining such insurance, self-insure for workers' compensation in which event Developer shall deliver to Authority evidence that such self-insurance has been approved by the appropriate State authorities.

c. Developer shall cause all contractors and subcontractors performing work relating to the Project to maintain insurance of the types and in the amount described in this Section 309. Developer shall cause its architects (if any) and engineers also to maintain Architects and

Engineers Professional Liability (Errors and Omissions) insurance on a per occurrence basis of not less than $2,000,000 and in a general aggregate amount of not less than $3,000,000.

d. The term "full insurable value" as used in this Section 309 means the actual replacement cost (excluding the cost of excavation, foundation and footings below the lowest floor and without deduction for depreciation) of the Project on the Property immediately before such casualty or other loss, including the cost of construction, architectural and engineering fees, and inspection and supervision. To ascertain the amount of coverage required, Developer shall cause the full insurable value to be determined from time to time by appraisal by the insurer, by agreement between the parties or by an appraiser mutually acceptable to the parties, not less often than once every three years.

e. All policies shall name Authority and City as additional insureds and/or loss payees as their interests may appear. Policy endorsements providing the additional insured/loss payee shall be included with Certificates of Insurance.

f. All insurance provided under this section shall be for the benefit of Developer, Authority, and City. Developer agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Developer agrees to submit policies of all insurance required by this Section, or certificates evidencing the existence thereof and additional insured endorsements, to Authority not less than 5 days prior to the Closing, indicating full coverage of the contractual liability imposed hereby. All insurance herein provided for shall be effected under policies issued by insurers of recognized responsibility, licensed and admitted to do business in the State of California (or if not admitted in California shall have a "General Policyholders Rating" of at least "A-" as set forth in the most current issue of "Best's Key Rating Guide"), reasonably approved by Authority. All policies or certificates of insurance shall provide that such policies shall not be canceled or limited in any manner without at least 20 days' prior written notice to Authority.

g. If Developer fails or refuses to procure or maintain insurance as required by this Agreement, the Authority shall have the right, at Authority's election, and upon 10 days' prior notice to Developer, to procure and maintain such insurance. The premiums paid by Authority shall be treated as a loan due from Developer, which Developer agrees to pay on the first day of the month following the date on which the premiums were paid. Authority shall give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

Section 310 Disclaimer of Responsibility by Authority

Authority neither undertakes nor assumes nor shall have any responsibility, right or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the Property or the Project, whether with respect to the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the Project, any person furnishing the same or otherwise. Developer and all third parties shall rely upon their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer or to any third party by Authority in connection with such matter is for the public purpose of providing affordable housing, and neither Developer (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon.

Section 311 Rights of Access

Commencing upon the Closing, representatives of Authority and City shall have the reasonable right of access to the Property, upon two business days' written notice to Developer (except in the case of an emergency, in which case Authority shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, without limitation, the inspection of the work being performed. Such representatives of Authority or City shall be those who are so identified in writing by the Authority Executive Director.

Section 312 Taxes, Assessments, Encumbrances and Liens

Commencing upon the Closing, Developer shall pay prior to delinquency all real estate taxes and assessments assessed and levied on or against the Property. Developer shall not place, or allow to be placed, on title to the Property or any portion thereof or any interest therein, any mortgage, trust deed, encumbrance or lien unless approved in writing by the Authority. In addition, Developer shall remove, or shall have removed, any levy or attachment made on the Property (or any portion thereof or interest therein), or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amount of any tax assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto.

Section 313 Rights to Plans

a. All work product prepared pursuant to this Agreement, including, without limitation, all Plans, construction documents, soils tests and similar reports, permits and other entitlements are hereby assigned to Authority as security for Developer's obligations hereunder.

In the event that this Agreement is terminated by Authority, Developer shall, within 10 days of such termination, transmit all such work product to Authority.

b. To effectuate the assignment described in paragraph a., concurrently with executing this Agreement, Developer shall execute and deliver to Authority the Assignment of Agreements, granting to Authority all of Developer's rights to: (i) the Plans prepared pursuant to this Agreement, (ii) the contracts between Developer and its architect (if any) and between Developer and its general contractor, (iii) all permits relating to the Project and (iv) all similar rights and property interests. If no such work product exists or will exist, then execution and delivery to Authority of the Assignment of Agreements shall not be required.

Section 314 Release of Construction Covenants

a. Promptly after Completion, as generally and specifically required by this Agreement, Authority shall furnish Developer with a Release of Construction Covenants upon written request therefor by Developer. Authority shall not unreasonably withhold such Release of Construction Covenants, and such Release of Construction Covenants shall be issued so long as Developer has constructed and developed the Project in accordance with this Agreement and the Plans approved by Authority. Such Release of Construction Covenants shall be, and shall so state, conclusive determination of satisfactory completion of all of the construction required by this Agreement.

b. The Release of Construction Covenants shall be in such form as to permit it to be recorded in the official records of Los Angeles County. A Release of Construction Covenants for completion of less than the Project in its entirety shall not be recorded.

c. If Authority refuses or fails to furnish a Release of Construction Covenants after written request from Developer, then Authority shall, within 30 days of the written request, provide Developer with a written statement of the reasons Authority refused or failed to furnish a Release of Construction Covenants. The statement shall also contain Authority's opinion of the action Developer shall take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, and/or minor items, then Authority shall issue its Release of Construction Covenants upon the posting of a bond by Developer with Authority in an amount representing the fair value of the work not yet completed.

d. Such Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

ARTICLE IV USE OF PROPERTY

Section 401 Uses

a. Developer covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof or any interest therein) that Developer, its successors and assigns shall use the Property exclusively to develop, construct, and operate the Project which shall include the following: (i) twelve (12) 3-bedroom residential units as affordable housing for foster care youth with up to 6 foster youths in each such three-bedroom unit (except that at any time one unit may have one child of a resource caregiver and up to 5 foster youths), with one (1) such residential unit to be made affordable to a Low Income household at an Affordable Rent and eleven (11) such residential units to be made affordable to Extremely Low Income households at an Affordable Rent, and (ii) two (2) units of transitional housing used to support the overall foster care program on the Property with both of the transitional units to be made affordable to Very Low Income households at an Affordable Rent, all as provided in the Agreement Containing Covenants. Each of the 12 foster youth units shall have an adjacent resource caregiver unit used by a resource caregiver providing support and caregiving 24 hours a day/7 days a week to the foster youth living in the adjacent foster youth unit. It is anticipated that Developer will receive a "per diem" from the County of Los Angeles Department of Children and Family Services that is meant to cover the rent and living expenses of the foster youth living in the foster youth units. Developer shall employ and oversee the resource caregivers.

b. The Parties acknowledge that this Agreement is subject to the provisions of California Health and Safety Code Section 33418 (as applied to the use of the Low and Moderate Income Housing Asset Fund by California Health and Safety Code Section 33476.1), which provides in pertinent part:

> "(a) An Agency will monitor, on an ongoing basis, any housing affordable to persons and families of low or moderate income developed or otherwise made available pursuant to any provisions of this part. As part of this monitoring, an Agency will require owners or managers of the housing to submit an annual report to the Agency. The annual reports will include for each rental unit the rental rate and the income and family size of the occupants... The income information required by this section will be supplied by the tenant in a certified statement of a form provided by the Agency."

Accordingly, Developer shall submit to Authority on an annual basis the annual report required by California Health and Safety Code Section 33418. The annual report shall include for each foster youth residential unit the rental rate and the income and number of foster youth occupants. The income information shall be supplied in a certified statement on a form provided by Authority.

c. No later than 45 days before the commencement of construction, Developer shall submit to the Authority Executive Director for approval a proposed plan for managing and operating the Project, which shall address a satisfactory level of management, maintenance, and security services (the "Management Plan"). Developer shall manage and operate the Property in accordance with the approved Management Plan, including such amendments as may be approved in writing from time to time by Developer and the Authority Executive Director or designee, for the entire Restricted Period.

d. Developer shall submit no later than 45 days before the commencement of construction and then 45 days before the beginning of each successive fiscal year after Completion during the Restricted Period an estimated annual budget for management of the Property (the "Annual Operating Budget") in accordance with the Management Plan. The Annual Operating Budget shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, taxes and special assessment levies, prorated amount required for insurance and all other expenses incident to the operation of the Project and shall show the expected revenues to pay such expenses. The Annual Operating Budget, including any amendments proposed by Developer, shall be subject to the approval of the Authority Executive Director. Within 30 days following its receipt of the Annual Operating Budget, Authority shall deliver to Developer its written approval or disapproval thereof, which approval shall not be unreasonably withheld. If Authority disapproves the Annual Operating Budget, then it shall set forth its reasons with reasonable specificity, and Developer shall submit a revised Annual Operating Budget for Authority's review.

e. Beginning on the date of first occupancy of the Project, and for each fiscal year thereafter of the Restricted Period, Developer shall submit an annual report on the management and operation of the Project (the "Annual Report"), including such information as may be reasonably requested by the Authority Executive Director. The Authority Executive Director, in his/her sole discretion may waive the requirement of the Annual Report for one or more reporting periods. However, such waiver shall not operate to waive any subsequent requirement to submit an Annual Report.

f. The Agreement Containing Covenants shall contain appropriate provisions implementing this Section 401.

Section 402 <u>Maintenance of Property</u>

a. Prior to the Completion, Developer shall prepare and submit to the Authority Executive Director or designee for review and approval a program for the exterior and interior

maintenance of the Property and the Project (the "Maintenance Program") and a proposed first-year budget for its implementation (the "Annual Maintenance Budget").

b. The Maintenance Program shall describe in reasonable detail the standards to be followed in maintaining the interior and exterior of the Project, including a schedule indicating the proposed frequency of each element of maintenance, and shall include, at a minimum, the following: periodic cleaning of the interior and exterior of the Project, including windows, removing graffiti, removing debris and waste materials and otherwise maintaining indoor and outdoor areas of the Property, maintaining any lawns, plants, shrubs and trees or other landscaping planted on the Property, performing inspections of all exterior features to determine whether repairs are required, conducting periodic protective treatments such as rust removal and caulking, conducting repairs to facades, roof, doors, windows and other exterior features, maintaining fencing and other security devices and systems, periodic repainting of the exterior, periodic repainting of the interior units and common areas, periodic replacing of the interior unit carpets, checking and repairing or replacing as need of building systems, including, without limitation, the heating and cooling systems, smoke alarms, carbon monoxide alarms, and water heaters, checking interior unit appliances and monitoring interior unit bathrooms for mold/mildew. The Maintenance Program, including amendments proposed by Developer, shall be subject to the approval of the Authority Executive Director.

c. At all times during the Restricted Period, Developer shall maintain the Property and the Project in accordance with the approved Maintenance Program. To implement this requirement, Developer agrees to budget sufficient funds to pay for all reasonably anticipated costs (as indicated in the Annual Maintenance Budget to be submitted to Authority with the proposed Annual Operating Budget). If Developer fails to maintain the Property and the Project in accordance with the approved Maintenance Program, then Authority shall have the right, but not the obligation, to enter the Property, correct any violation, and hold Developer responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property. Authority agrees that it shall not exercise its rights under this paragraph until Authority has given notice to Developer and Developer fails to cure such default within 30 days; provided, however, that Developer shall have such additional time as may be reasonably necessary in order to cure such default if Developer has commenced to cure within such 30-day period and is diligently prosecuting the cure to completion; and provided further, that if Developer's failure to maintain the Property has, in Authority's reasonable judgment, created a condition that presents an immediate threat to health and safety, then Authority is only required to give such notice as is reasonable under the circumstances.

d. The Agreement Containing Covenants shall contain appropriate provisions implementing this Section 402.

Section 403 Obligation to Refrain from Discrimination

Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, sexual orientation, marital status, race, color, creed, religion, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

   Notwithstanding the preceding paragraph, the provisions relating to discrimination on the basis of familial status shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code nor be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the preceding paragraph.

2. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

Notwithstanding the preceding paragraph, the provisions relating to discrimination on the basis of familial status shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code nor be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the preceding paragraph.

3. In contracts: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

Section 404 <u>Effect and Duration of Covenants</u>

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on Developer and any successor in interest to the Property or any part thereof or interest therein for the benefit and in favor of Authority, its successors and assigns, and City.

Section 405 Effect of Violation of Terms and Provisions of Agreement

Authority and City are deemed beneficiaries of the terms and provisions of this Agreement and the covenants herein, both for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this Agreement and the covenants running with the land have been provided. Authority and City shall have the right if the covenants contained in this Agreement are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants are entitled.

ARTICLE V DEFAULTS, REMEDIES AND TERMINATION

Section 501 Defaults – General

a. Subject to Force Majeure Delay, failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. The Party who fails or delays shall expeditiously commence to cure, correct or remedy such failure or delay and complete such cure, correction or remedy with reasonable diligence.

b. The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If a monetary event of default occurs, then prior to exercising any remedies hereunder, the injured Party shall give the Party in default written notice of such default. The Party in default shall have a period of thirty (30) days after such notice is given within which to cure the default prior to exercise of remedies by the injured Party.

d. If a non-monetary event of default occurs, then prior to exercising any remedies hereunder, the injured Party shall give the Party in default written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, then the Party in default shall have such period to effect a cure prior to exercise of remedies by Authority. If the default is such that it is not reasonably capable of being cured within said 30- day period, and the Party in default (i) initiates corrective action within

said period and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured Party but not later than ninety (90) days after receipt of such written notice. In no event shall Authority as the injured Party be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default.

Section 502 Institution of Legal Actions

Subject to the notice and cure provisions of Section 501 and the limited recourse provisions of Section 511, in addition to any other rights or remedies (and except as otherwise provided in this Agreement), either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions shall be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court of that county, or in the United States District Court for the Central District of California.

Section 503 Applicable Law

The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement, without reference to the principles relating to conflicts of law.

Section 504 Acceptance of Service of Process

a. If legal action is commenced by Developer against Authority, then service of process on Authority shall be made by personal service upon the Authority Executive Director or in such other manner as may be provided by law.

b. If legal action is commenced by Authority against Developer, then service of process on Developer shall be made by personal service upon Developer (or upon an officer of Developer) and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

Section 505 Rights and Remedies Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 506 Damages

If either Party defaults with regard to any of the provisions of this Agreement, then subject to the notice and cure provisions of Section 501 and the limited recourse provisions of Section 511, the defaulting Party shall be liable to the non-defaulting Party for any damages caused by such default, and the non-defaulting Party may, after such notice and opportunity to cure (but not before) commence an action for damages against the defaulting Party with respect to such default.

Section 507 Specific Performance

If either Party defaults with regard to any of the provisions of this Agreement, then subject to the notice and cure provisions of Section 501, the non-defaulting Party, at its option, may, after such notice and opportunity to cure (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

Section 508 Termination by Authority Before Closing

Notwithstanding anything in this Agreement to the contrary, Authority shall have the right to terminate this Agreement, in its sole discretion and without further notice to Developer and without requirement of the expiration of any cure period, in the event of any one or more of the following:

a. Developer fails to acquire fee simple title to the Property by October 31, 2022 subject to three (3) up to thirty (30) day extensions as may be approved in writing by the Authority Executive Director for a total of ninety (90) additional days to acquire the Property;

b. Closing does not by occur by October 31, 2022 subject to three (3) up to thirty (30) day extensions as may be approved in writing by the Authority Executive Director for a total of ninety (90) additional days;

c. There is a Transfer or attempted Transfer in violation of this Agreement, and such breach is not cured within the time provided in Section 501;

d. Developer fails to submit any of the reports, plans, drawings (if necessary) and related documents required by this Agreement by the respective dates provided in this Agreement therefor, and has failed to cure such default within 60 days after receiving written notice from Authority; or

e. Developer otherwise materially breaches this Agreement, and such breach is not cured within the time provided in Section 501.

Section 509 Termination by Authority After Closing

After the Closing, but before Completion, Authority shall have the right to terminate this Agreement if any of the following defaults occur:

a. Developer fails to submit to the Authority for approval the Final Construction Drawings and Specifications within the time set forth therefor in the Schedule of Performance and such breach is not cured within 90 days after receipt of written notice from the Authority;

b. Developer fails to submit to the Authority its Evidence of Financing within the time set forth therefor in the Schedule of Performance and such breach is not cured within 90 days after receipt of written notice from the Authority;

c. Developer fails to commence construction of the Project within the time set forth therefor in the Schedule of Performance and such breach is not cured within 90 days after receipt of written notice from the Authority;

d. Developer abandons or substantially suspends construction of the Project for a consecutive period of at least 120 days and such breach is not cured within 90 days after receipt of written notice from the Authority;

e. Completion does not occur within the time set forth therefor in the Schedule of Performance and such breach is not cured within 90 days after receipt of written notice from the Authority;

f. There is a Transfer or attempted Transfer in violation of this Agreement, and such breach is not cured within 90 days after receipt of written notice from the Authority; or

g. Developer otherwise materially breaches this Agreement, and such breach is not cured within 90 days after receipt of written notice from the Authority.

Section 510 Termination by Either Party

Prior to the Closing, either Party shall have the right to terminate this Agreement if the other Party is in default of any material term or provision of this Agreement, and, following notice, fails to cure such default within 90 days after receipt of written notice from Authority.

Section 511 Limited Recourse Obligations

Subject to the provisions and limitations of this Section 511, the obligation to repay the Authority Loan is a nonrecourse obligation of Developer. Developer shall not have any personal liability for repayment of the Authority Loan, except as provided in this Section 511. The sole recourse of Authority shall be the exercise of its rights against the Property and any related security for the Authority Loan; provided, however, that the foregoing shall not (i) constitute a waiver of any obligation evidenced by the Authority Note or the Authority Deed of Trust, (ii) limit the right of Authority to name Developer as a party defendant in any action or suit for judicial foreclosure and sale under the Authority Note or the Authority Deed of Trust or any action or proceeding thereunder so long as no judgment in the nature of a deficiency judgment shall be asked for or taken against Developer, (iii) release or impair the Authority Note or the Authority Deed of Trust, (iv) prevent or in any way hinder Authority from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, any other remedy against the mortgaged Property or any other instrument securing the Authority Note or as prescribed by law or in equity in case of default, (v) prevent or in any way hinder Authority from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, its remedies in respect of any deposits, insurance proceeds, condemnation awards or other monies or other collateral or letters of credit securing the Authority Note, (vi) relieve Developer of any of its obligations under any indemnity delivered by Developer to Authority or (vii) affect in any way the validity of any guarantee or indemnity from any person of all or any of the obligations evidenced and secured by the Authority Note or the Authority Deed of Trust. Notwithstanding the first sentence of this paragraph, Authority may recover directly from Developer, or from any other party:

a. any damages, costs and expenses incurred by Authority as a result of fraud or any criminal act or acts of Developer or any partner, shareholder, officer, director or employee of Developer, or of any member or general or limited partner of Developer, or of any member or general or limited partner of such member or general or limited partner;

b. any damages, costs and expenses incurred by Authority as a result of any misappropriation of funds provided for the acquisition of the Property, development and construction of the Project, rents and revenues from the operation of the Project or proceeds of insurance policies or condemnation proceeds;

c. any and all amounts owing by Developer pursuant to the indemnification regarding Hazardous Substances given in the Environmental Indemnity; and

d. all court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions.

ARTICLE VI GENERAL PROVISIONS

Section 601 Notices, Demands and Communications between Parties

Formal notices, demands and communications between the Parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Parties, as designated in Section 103 and 104, respectively. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail as provided in this Section 601. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

Section 602 Conflicts of Interest

a. No member, official or employee of Authority shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

b. Developer warrants that it has not paid or given, and shall not pay or give, any third party any money or other consideration for obtaining this Agreement.

Section 603 Nonliability of Authority Officials and Employees

No member, official, employee or consultant of Authority shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by Authority or for any amount that may become due to Developer or to its successor, or on any obligations under the terms of this Agreement.

Section 604 Force Majeure

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to Force Majeure Events.

Section 605 Inspection of Books and Records

Developer shall maintain at a location in Los Angeles County complete, accurate, and current records pertaining to the Property and the Project for a period of five years after the creation of such records, and shall permit any duly authorized representative of Authority to inspect and copy records, during regular business hours. Records shall be kept accurate and current.

Section 606 Real Estate Commissions

Neither Party shall be liable for any real estate commissions, brokerage fees or finders' fees which may arise from this transaction. The Parties each represent to the other that it has not employed any broker, agent or finder in connection with this transaction and agrees to indemnify, defend, and hold harmless the other Party for any costs, fees, and/or expenses related to any broker, agent, or finder. This indemnity shall survive any termination of this Agreement.

Section 607 Approvals

a. Except as otherwise expressly provided in this Agreement, approvals required of either Party shall not be unreasonably withheld or delayed. All approvals shall be in writing. Except as otherwise expressly provided in this Agreement, failure by either Party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval, and failure by either Party to disapprove a matter within the time provided for approval of the matter shall not be deemed an approval.

b. Except as otherwise expressly provided in this Agreement, approvals required of Authority shall be deemed granted upon the written approval of the Authority Executive Director or designee. Notwithstanding the foregoing, the Authority Executive Director or designee may, in his or her sole discretion, refer to the governing body of Authority any item requiring Authority approval; otherwise, "Authority approval" shall mean and refer to approval by the Authority Executive Director or designee.

Section 608 No Partnership

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other similar relationship between the Parties or cause Authority to be responsible in any way for the debts or obligations of Developer or any other Person.

Section 609 Compliance With Law

Developer agrees to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and the Project, as well as operations conducted thereon. The judgment of any court of competent jurisdiction, or the admission of Developer in any action or proceeding, whether Authority be a party thereto or not, that Developer has violated any such ordinance or statute shall be conclusive of that fact as between the Parties.

Section 610 Incorporation by Reference

Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

Section 611 Interpretation

a. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either Party. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it, and instead, other rules of interpretation and construction shall be utilized.

b. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either Party, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the Parties that *in lieu* of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

c. The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

d. References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation and/or undertaking "herein", "hereunder", or "pursuant hereto" (or language of like import) mean, refer to, and include the covenants, obligations and undertakings existing pursuant to this instrument and any riders, exhibits, addenda and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

e. As used in this Agreement, and as the context may require, the singular includes the plural and *vice versa*, and the masculine gender includes the feminine and *vice versa*.

Section 612 No Third Party Beneficiaries

This Agreement is made solely and specifically between the Parties and their respective successors and assigns; and, except for the City and as expressly provided otherwise in this Agreement, no other person shall have any rights, interest or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 613 Authority to Sign

Developer hereby represents that the person executing this Agreement on behalf of Developer has full authority to do so and to bind Developer to perform pursuant to the terms and conditions of this Agreement.

Section 614 Time of Essence

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

## ARTICLE VII ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement shall be executed in two duplicate originals each of which is deemed to be an original. This Agreement shall constitute the entire understanding and agreement of the Parties.

b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all (or any part of or any interest in) the Property.

c. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the relevant Party, and all amendments hereto shall be in writing and signed by the appropriate authorities of the Parties to be bound thereby. This Agreement and any provisions hereof may be amended by mutual written agreement by Developer and the Authority Executive Director, subject to review and approval by Authority's governing body as needed to comply with applicable law and Authority policies and procedures.

d. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one Agreement binding on the Parties.

## ARTICLE VIII TIME FOR ACCEPTANCE OF AGREEMENT BY AUTHORITY; DATE OF AGREEMENT

This Agreement, when executed by Developer and delivered to Authority, shall not be effective until executed by Authority following a noticed public hearing as may be required by law. If Authority fails to approve, execute and deliver this Agreement to Developer within 60 days after this Agreement is signed by Developer, then Developer shall have the right to withdraw its offer to enter into this Agreement by providing written notice to Authority. This Agreement is dated for reference purposes as of the date set forth in the introductory paragraph hereof, but shall not be effective until executed by the Authority Executive Director.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

**"AUTHORITY"**
HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body, corporate and politic

By:_____
Ronda Perez
Executive Director

ATTEST:

By: _____
Shanae Smith
Authority Secretary

APPROVED AS TO FORM:

By: _____
Scott E. Porter
Acting Authority Counsel

KANE, BALLMER & BERKMAN
Authority Special Counsel

By: _____

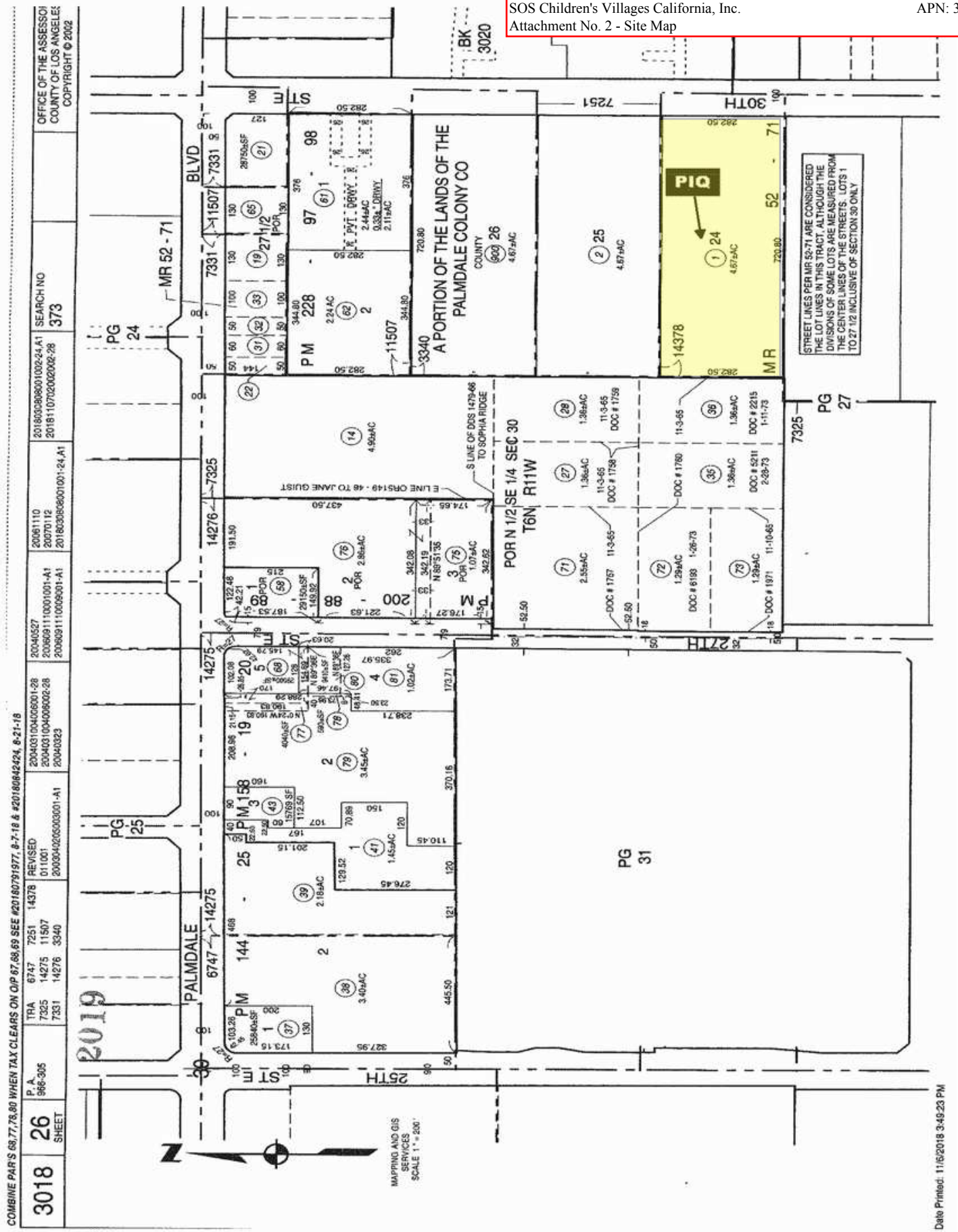
**"DEVELOPER"**
SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation

By: _____
Anna Levin
Secretary

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 24, IN SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP SHOWING A PORTION OF THE LANDS OF THE PALMDALE COLONY COMPANY, IN BOOK 52 PAGE(S) 71, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**APN/Parcel ID(s): 3018-026-001**




This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Recording Requested by
and When Recorded Return to:

City Clerk, City of Palmdale
38300 Sierra Highway, Suite C
Palmdale, California 93550-4611

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GOVERNMENT BUSINESS
Free Recording
(Cal. Govt. Code §27383)

SOS Children's Villages California, Inc.
APN: 3018-026-001

Agreement No. A-7950

AGREEMENT CONTAINING COVENANTS
BY AND BETWEEN HOUSING AUTHORITY OF THE CITY OF PALMDALE AND SOS CHILDREN'S VILLAGES CALIFORNIA, INC.

THIS AGREEMENT CONTAINING COVENANTS (this "**ACC**"), dated as of _____, 2022, is entered into by and between the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body corporate and politic ("**Authority**"), and SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation ("**Developer**").

WHEREAS, Developer is the owner that certain real property (the "**Property**") located in the City of Palmdale, California, as more particularly described in Exhibit A which is attached hereto and incorporated herein by this reference; and

WHEREAS, for the purpose of providing housing that shall be affordable to Extremely Low Income and Low Income foster youth and Very Low Income households, the Parties have entered into an Affordable Housing Agreement dated as of July 13, 2022 (the "**Agreement**"), which is incorporated herein by this reference, and any capitalized term that is not otherwise defined in this ACC shall have the meaning ascribed to such term in the Agreement; and

WHEREAS, the Agreement contains certain provisions relating to the use of the Property.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Developer hereby covenants and agrees on behalf of itself and its successors and assigns in the Property or any portion thereof or any improvements thereon or any interest therein that Developer and such successors and assigns shall develop and construct the Project on the Property, in accordance with the Authority Loan Documents and plans approved by City, and for no other purpose.

2. a. Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Developer, its successors and assignees shall use the Property exclusively to develop, construct, and operate the Project which shall include the following: (i) twelve (12) 3-bedroom residential units as affordable housing for foster care youth with up to 6 foster youths in each such three-bedroom unit (except that at any time one unit may have one child of a resource caregiver and up to 5 foster youths), with one (1) such residential unit to be made affordable to a Low Income household at an Affordable Rent and eleven (11) such residential units to be made affordable to Extremely Low Income households at an Affordable Rent, and (ii) two (2) units of transitional housing used to support the overall foster care program on the Property with both of the transitional units to be made affordable to Very Low Income households at an Affordable Rent, all as provided in this ACC. Each of the 12 foster youth units shall have an adjacent resource caregiver unit used by a resource caregiver providing support and caregiving 24 hours a day/7 days a week to the foster youth living in the adjacent foster youth unit.

b. The income and affordability levels of the fourteen (14) affordable units shall be allocated as follows:

(i) One (1) 3-bedroom foster youth residential unit shall be made available as transitional housing exclusively to Low Income foster youth at an Affordable Rent as provided in California Health and Safety Code Section 50053 (an "**Affordable Rent**");

(ii) Eleven (11) 3-bedroom foster youth residential units shall be made available as transitional housing exclusively to Extremely Low Income foster youth at an Affordable Rent; and

(iii) Two (2) residential units which support the overall foster care program on the Property shall be made available as transitional housing exclusively to Very Low Income households at an Affordable Rent.

c. For purposes of this ACC, the maximum incomes of eligible foster youth occupants for the foster youth residential units shall be determined on the basis of the income limits for Extremely Low Income and Low Income households, as applicable, adjusted for household size, in the Los Angeles-Long Beach SMSA, published approximately annually by the California Department of Housing and Community Development ("**HCD**"), and the maximum incomes of eligible occupants for the transitional housing residential units shall be determined on the basis of the income limits for Very Low Income households, adjusted for household size, in the Los Angeles-Long Beach SMSA, published approximately annually by HCD. If HCD discontinues publishing such income limits, then the term "Extremely Low Income" shall mean a household income that does not exceed 30% of the area median income (the "**Area Median Income**"), adjusted for household size; "Very Low Income" shall mean a household income that does not exceed 50% of the Area Median Income, adjusted for family size; and "Low Income" shall mean a household income that does not exceed 80% of the Area Median Income, adjusted for household size.

d. Household income shall be determined using the income sources set forth in Section 6914 of Title 25 of the California Code of Regulations. Immediately prior to an occupancy of an affordable unit, Developer shall obtain and maintain on file an income computation and certification form from such prospective occupant dated immediately prior to the date of initial occupancy. Developer shall verify that the income information provided by an applicant is accurate by following all applicable Authority policies and procedures and by taking one or more of the following steps as a part of the verification process: (i) obtaining two pay stubs from the most recent pay periods, (ii) obtaining a written verification of income and employment from applicant's current employer, (iii) obtaining an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either agency, (iv) if an applicant is unemployed or did not file a tax return for the previous calendar year, then obtaining other verification of such applicant's income as is reasonably satisfactory or (v) obtaining such other information as may be reasonably required. Developer shall update the foregoing records annually and provide copies of updated occupant eligibility records and monthly rental records to Authority for review. Upon review of such records, Authority may at its option perform an independent audit of the occupant eligibility records in order to verify compliance with the income and affordability requirements set forth herein. Developer shall retain the records described in this Section for a period of five years after the date each record was created.

3. <u>Maximum Rents</u>.

a. Rents charged to occupants of an Extremely Low Income unit shall not exceed rents that are affordable to Extremely Low Income households. The maximum rent, including a reasonable utility allowance for utilities and services (excluding telephone), to be paid

by Extremely Low Income households shall be a rent that does not exceed 30% of 30% of the Area Median Income, adjusted for household size appropriate to the unit.

b. Rents charged to occupants of a Very Low Income unit shall not exceed rents that are affordable to Very Low Income households. The maximum rent, including a reasonable utility allowance for utilities and services (excluding telephone), to be paid by Very Low Income households shall be a rent that does not exceed 30% of 50% of the Area Median Income, adjusted for household size appropriate to the unit.

c. Rents charged to occupants of the Low Income unit shall not exceed rents that are affordable to Low Income households. The maximum rent, including a reasonable utility allowance for utilities and services (excluding telephone), to be paid by the Low Income household shall be a rent that does not exceed 30% of 80% of the Area Median Income, adjusted for household size appropriate to the unit.

d. This affordability requirement shall continue in effect for the full Term of this ACC.

e. Failure to comply with the affordability requirements of this ACC is an event of default under the terms of the Authority Loan. Pursuant to the Authority Note evidencing the Authority Loan, subject to the right to cure, the Authority Loan shall be due and payable immediately if the housing does not meet the affordability requirements of this ACC.

f. Upon request, the Authority Executive Director shall notify Developer of the maximum rents that may be charged, based on the then-current Area Median Income (not to exceed an Affordable Rent), and the maximum income of households who are eligible to occupy the Property.

g. Developer, its successors and assigns shall not receive rents in excess of an Affordable Rent.

4. The occupancy of the residential units must meet the following requirements:

a. It is consistent with the purpose of providing affordable housing for Extremely Low Income, Very Low Income, and Low Income households;

b. It is related to program eligibility; and

c. And it is consistent with other policies and criteria acceptable to the Authority.

5. If, in the future, additional residential units are developed on the Property, any such additional residential units shall be made available at the same income and rent levels as the units initially developed on the Property as follows:

a. Any foster youth residential units shall be made available as transitional housing exclusively to Extremely Low Income foster youth at an Affordable Rent. Adjacent resource caregiver units used by a resource caregiver providing support and caregiving 24 hours a day/7 days a week to the foster youth living in the adjacent foster youth unit shall not be income or rent restricted; and

b. Any transitional housing residential units which are to support the overall foster care program on the Property shall be made available as transitional housing exclusively to Very Low Income households at an Affordable Rent.

c. Any such future residential units shall be subject to all other terms and conditions of this ACC.

6. Developer, its successors and assigns shall not refuse to accept for occupancy otherwise eligible qualifying occupants that are holders of a certificate or voucher under 24 CFR part 982-Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME tenant-based assistance document.

7. The Parties acknowledge that this ACC is subject to the provisions of California Health and Safety Code Section 33418 (as applied to the use of the Low and Moderate Income Housing Asset Fund by California Health and Safety Code Section 33476.1), which provides in pertinent part:

"(a) An Agency will monitor, on an ongoing basis, any housing affordable to persons and families of low or moderate income developed or otherwise made available pursuant to any provisions of this part. As part of this monitoring, an Agency will require owners or managers of the housing to submit an annual report to the Agency. The annual reports will include for each rental unit the rental rate and the income and family size of the occupants. The income information required by this section will be supplied by the tenant in a certified statement of a form provided by the Agency."

Accordingly, Developer shall submit to Authority on an annual basis the annual report required by California Health and Safety Code Section 33418. The annual report shall include for each affordable residential unit the rental rate and the income and number of occupants. The income information shall be supplied in a certified statement on a form provided by Authority. Developer shall provide for the submission of such information in its lease or occupancy agreements.

8. Developer, its successors or assigns may not terminate an occupancy or refuse to renew the occupancy of an occupant except as set forth in the Management Plan and in any agreement with the Los Angeles County Department of Children and Family Services.

9. Developer shall maintain the Project on the Property in compliance with all applicable housing quality standards and local code requirements and shall keep the Property free from any unreasonable accumulation of debris or waste materials.

10. Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, national origin, religion or sex in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

c. In contracts: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

11. Developer shall submit the following:

No later than 45 days before the commencement of construction, Developer shall submit to the Authority Executive Director for approval a proposed plan for managing and operating the Project, which shall address a satisfactory level of management, maintenance, and security services (the "Management Plan"). Developer shall manage and operate the Property in accordance with the approved Management Plan, including such amendments as may be approved in writing from time to time by Developer and the Authority Executive Director or designee, for the entire Term.

a. Developer shall submit no later than 45 days before the commencement of construction and then 45 days before the beginning of each successive fiscal year after Completion during the Term an estimated annual budget for management of the Property (the "Annual Operating Budget") in accordance with the Management Plan. The Annual Operating Budget shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, taxes and special assessment levies, prorated amount required for insurance and all other expenses incident to the operation of the Project and shall show the expected revenues to pay such expenses. The Annual Operating Budget, including any amendments proposed by Developer, shall be subject to the approval of the Authority Executive Director. Within 30 days following its receipt of the Annual Operating Budget, Authority shall deliver to Developer its

written approval or disapproval thereof, which approval shall not be unreasonably withheld. If Authority disapproves the Annual Operating Budget, then it shall set forth its reasons with reasonable specificity, and Developer shall submit a revised Annual Operating Budget for Authority's review.

b. Beginning on the date of first occupancy of the Project, and for each fiscal year thereafter of the Term, Developer shall submit an annual report on the management and operation of the Project (the "Annual Report"), including such information as may be reasonably requested by the Authority Executive Director. The Authority Executive Director, in his/her sole discretion may waive the requirement of the Annual Report for one or more reporting periods. However, such waiver shall not operate to waive any subsequent requirement to submit an Annual Report.

12. Prior to Completion, Developer shall prepare and submit to the Authority Executive Director or designee for review and approval a program for the exterior and interior maintenance of the Property and the Project (the "**Maintenance Program**") and a proposed first-year budget for its implementation (the "**Annual Maintenance Budget**"). The Maintenance Program shall describe in reasonable detail the standards to be followed in maintaining the interior and exterior of the Project, including a schedule indicating the proposed frequency of each element of maintenance, and shall include, at a minimum, the following: periodic cleaning of the interior and exterior of the Project, including windows, removing graffiti, removing debris and waste materials and otherwise maintaining indoor and outdoor areas of the Property, maintaining any lawns, plants, shrubs and trees or other landscaping planted on the Property, performing inspections of all exterior features to determine whether repairs are required, conducting periodic protective treatments such as rust removal and caulking, conducting repairs to facades, roof, doors, windows and other exterior features, maintaining fencing and other security devices and systems, periodic repainting of the exterior, periodic repainting of the interior units and common areas, periodic replacing of the interior unit carpets, checking and repairing or replacing as need of building systems, including, without limitation, the heating and cooling systems, smoke alarms, carbon monoxide alarms, and water heaters, checking interior unit appliances and monitoring interior unit bathrooms for mold/mildew. The Maintenance Program, including amendments proposed by Developer, shall be subject to the approval of the Authority Executive Director.

At all times during the Term, Developer shall maintain the Property and the Project in accordance with the approved Maintenance Program. To implement this requirement, Developer agrees to budget sufficient funds to pay for all reasonably anticipated costs (as indicated in the Annual Maintenance Budget to be submitted to Authority with the proposed Annual Operating Budget). If Developer fails to maintain the Property and the Project in accordance with the approved Maintenance Program, then Authority shall have the right, but not the obligation, to enter the Property, correct any violation, and hold Developer responsible for the cost thereof, and such

cost, until paid, shall constitute a lien on the Property. Authority agrees that it shall not exercise its rights under this paragraph until Authority has given notice to Developer and Developer fails to cure such default within 30 days; provided, however, that Developer shall have such additional time as may be reasonably necessary in order to cure such default if Developer has commenced to cure within such 30-day period and is diligently prosecuting the cure to completion; and provided further, that if Developer's failure to maintain the Property has, in Authority's reasonable judgment, created a condition that presents an immediate threat to health and safety, then Authority is only required to give such notice as is reasonable under the circumstances.

13. The covenants established in this ACC and any amendments hereto approved by the Parties shall, without regard to technical classification and designation, be binding for the benefit and in favor of Authority, its successors and assigns, and City. The requirements of this ACC shall commence at the Closing and shall remain in effect for 55 years from the Closing (the "**Term**"), except that the nondiscrimination provisions of Section 10 shall remain in perpetuity.

14. Authority and City are deemed beneficiaries of the terms and provisions of this ACC and the covenants herein, both for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this ACC and the covenants running with the land have been provided. Authority and City shall each have the right if the covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this ACC and covenants are entitled, without regard to whether Authority or City is or remains an owner of any land or interest therein to which such covenants relate.

15. Developer hereby subjects the Property to the covenants, reservations, and restrictions set forth in this ACC. The Parties hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon Developer's successors in title to the Property. The covenants and agreements contained herein shall run with the land.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this ACC as of the date first set forth above.

**"AUTHORITY"**

HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body, corporate and politic

By:_____
Ronda Perez
Executive Director

ATTEST:

By: _____
Shanae Smith
Authority Secretary

APPROVED AS TO FORM:

By:_____
Scott E. Porter
Acting Authority Counsel

KANE, BALLMER & BERKMAN
Authority Special Counsel

By: _____

**"DEVELOPER"**

SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation

By: _____
Anna Levin
Secretary

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 24, IN SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP SHOWING A PORTION OF THE LANDS OF THE PALMDALE COLONY COMPANY, IN BOOK 52 PAGE(S) 71, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**APN/Parcel ID(s): 3018-026-001**

**ASSIGNMENT OF AGREEMENTS FROM SOS CHILDREN'S VILLAGES CALIFORNIA, INC. TO HOUSING AUTHORITY OF THE CITY OF PALMDALE (A-7950)**

FOR VALUE RECEIVED, as of _____, 2022, the undersigned, SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation ("**Developer**"), assigns to the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body, corporate and politic ("**Authority**"), all of its right, title and interest in and to:

1. All architectural, design, engineering and development agreements, and any and all amendments, modifications, supplements, addenda and general conditions thereto (collectively, the "**Architectural Agreements**"); and

2. All plans and specifications, shop drawings, working drawings, amendments, modifications, changes, supplements, general conditions and addenda thereto (collectively the "**Plans and Specifications**")

heretofore or hereafter entered into or prepared by any architect, engineer or other person or entity (collectively "**Architect**"), for or on behalf of Developer in connection with the development and construction of the Project on the Property described in Exhibit A attached. The Plans and Specifications, as of the date hereof, are those which Developer has heretofore, or will hereafter deliver to Authority.

This Assignment of Agreements (this "**Assignment**") constitutes a present and absolute assignment to Authority as of the date that it is executed by Developer (the "**Effective Date**"), subject to the terms and provisions of the Affordable Housing Agreement by and between Developer and Authority, dated as of July 13, 2022 (the "**Agreement**") wherein such assignment only becomes enforceable upon a breach and failure to cure by Developer as set forth therein; provided, however, that Authority confers upon Developer the right to enforce the terms of the Architectural Agreements and Developer's rights to the Plans and Specifications so long as no default or event which would constitute a default after notice or the passage of time, or both, has occurred and is continuing under the Agreement. Upon the occurrence of a default or event which would constitute a default after notice or the passage of time, or both, under the Agreement, Authority may, in its sole discretion, give notice to Architect of its intent to enforce the rights of Developer under the Architectural Agreements and of its rights to the Plans and Specifications and may initiate or participate in any legal proceedings respecting the enforcement of said rights. Developer shall, within thirty (30) days after receipt of notice from Authority that Authority intends to enforce its rights under this Assignment, transmit all Plans and Specifications to Authority, subject to any required third-party consent, which Developer must use its best efforts to obtain. Developer acknowledges that by accepting this Assignment, Authority does not assume

any of Developer's obligations under the Architectural Agreements or with respect to the Plans and Specifications.

Developer represents and warrants to Authority, as of the Effective Date, that: (i) all Architectural Agreements entered into by Developer are in full force and effect and are enforceable in accordance with their terms, and no default, or event which would constitute a default after notice or the passage of time, or both, exists with respect to said Architectural Agreements, (ii) all copies of the Architectural Agreements and Plans and Specifications delivered to Authority are complete and correct and (iii) Developer has not assigned any of its rights under the Architectural Agreements or with respect to the Plans and Specifications.

Developer agrees: (i) to pay and perform all obligations of Developer under the Architectural Agreements, (ii) to enforce the payment and performance of all obligations of any other person or entity under the Architectural Agreements, (iii) not to modify the existing Architectural Agreements nor to enter into any future Architectural Agreements without Authority's prior written approval except as otherwise may be permitted in the Agreement and (iv) not to assign further (other than assignment in connection with a loan which is senior in priority to Authority's assignment), for security or any other purposes, its rights under the Architectural Agreements or with respect to the Plans and Specifications without Authority's prior written consent.

This Assignment secures performance by Developer of all obligations of Developer under the Agreement. This Assignment is supplemented by the provisions of the Agreement and said provisions are incorporated herein by this reference.

The term "**Agreement**" as used herein also means any future amendments and implementation agreements between the Parties regarding the Agreement which refer to this Assignment. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

This Assignment shall be governed by the internal laws of the State of California, except to the extent that Federal laws preempt the laws of the State of California, and Developer consents to the jurisdiction of any Federal or State Court within the State of California having proper venue for the filing and maintenance of any action arising hereunder and agrees that the prevailing party in any such action shall be entitled, in addition to any other recovery, to reasonable attorneys' fees and costs.

This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns and successors-in-interest of the Parties; provided, however, that this shall

not be construed and is not intended to waive any restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation or encumbrance by Developer contained in the Agreement.

This Assignment may be executed in several counterparts, each of which is an original, and all of which together constitute but one and the same document.

The attached Architect's Consent, Schedule 1 and Exhibit A are incorporated herein by this reference.

**"DEVELOPER"**

SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation

By:_____
Anna Levin
Secretary

**ARCHITECT'S CONSENT**

The undersigned Architect hereby consents to the foregoing Assignment to which this Architect's Consent is part, and acknowledges that there presently exists no unpaid claims due to Architect except as set forth on Schedule 1 attached hereto, arising out of the preparation and delivery of the Plans and Specifications to Developer and/or the performance of Architect's obligations under the Assignment.

Architect agrees that if, at any time, Authority, pursuant to its rights under the Agreement, elects to undertake or cause the completion of development and construction of the Project on any portion of the Property, in accordance with the Plans and Specifications, and gives Architect written notice of such election, then, so long as Architect has received, receives or continues to receive the compensation called for under the relevant Architectural Agreements, Authority may, at its option, use and rely on the Plans and Specifications for the purposes for which they were prepared, and Architect shall continue to perform its obligations under the Architectural Agreements for the benefit and account of Authority in the same manner as if performed for the benefit or account of Developer in the absence of the Assignment.

Architect further agrees that, in the event of a breach by Developer of the Architectural Agreements, or any agreement entered into with Architect in connection with the Plans and Specifications, so long as Developer's interest in the Architectural Agreements and Plans and Specifications is assigned to Authority, Architect shall give written notice to Authority of such breach at the address shown below. Authority shall have 30 days from the receipt of such written notice of default to remedy or cure said default. Nothing herein shall require Authority to cure said default or to undertake completion of development and construction of the Project.

Architect warrants and represents that it/he has no knowledge of any prior assignment(s) of any interest in the Plans and Specifications and/or the Architectural Agreements. Except as otherwise defined herein, the terms used herein shall have the meanings given them in the Assignment.

Dated _____, 2022.

By: _____

Architect's Address:

444 Flower Street, Suite 1200
Los Angeles, CA 90071
Attn: Tom Hsieh

Authority's Address:

HOUSING AUTHORITY
CITY OF PALMDALE
38250 Sierra Highway
Palmdale, California 93550-4611
Attn: Executive Director

**SCHEDULE 1**

**SCHEDULE OF UNPAID CLAIMS**

[behind this page]

# EXHIBIT A

## LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 24, IN SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP SHOWING A PORTION OF THE LANDS OF THE PALMDALE COLONY COMPANY, IN BOOK 52 PAGE(S) 71, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**APN/Parcel ID(s): 3018-026-001**

Recording Requested by
and When Recorded Return to:

City Clerk, City of Palmdale
38300 Sierra Highway, Suite C
Palmdale, California 93550-4611

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GOVERNMENT BUSINESS
Free Recording
(Cal. Govt. Code §27383)

SOS Children's Villages California, Inc.
APN: 3018-026-001

Agreement No. A-7950

**DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (WITH ASSIGNMENT OF RENTS) BY SOS CHILDREN'S VILLAGES CALIFORNIA, INC. FOR THE BENEFIT OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE**

This Deed of Trust, Security Agreement and Fixture Filing (With Assignment of Rents) (this "**Deed of Trust**") is made _____, 2022 by SOS CHILDREN'S VILLAGES CALIFORNIA, INC. (hereinafter referred to as "**Trustor**") (whose address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, CA 90211-2404), to CHICAGO TITLE COMPANY, (hereinafter called "**Trustee**"), for the benefit of the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body corporate and politic (hereinafter called "**Beneficiary**"), whose address is 38250 Sierra Highway, Palmdale, California 93550-3609.

**Witnesseth:** That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee, its successors and assigns, in trust, with POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION for the benefit of the Beneficiary all present and future right, title and interest of Trustor in and to the following property (the "**Trust Estate**"):

(a) That certain real property in the City of Palmdale, County of Los Angeles, State of California more particularly described in Exhibit A attached hereto and by this reference made a part hereof (hereafter referred to as the "**Subject Property**");

(b) All buildings, structures and other improvements now or in the future located or to be constructed on the Subject Property (the "**Improvements**");

(c) all tenements, hereditaments, appurtenances, privileges, franchises and other rights

and interests now or in the future benefiting or otherwise relating to the Subject Property or the Improvements, including easements, rights-of-way and development rights (the "**Appurtenances**"). (The Appurtenances, together with the Subject Property and the Improvements, are hereafter referred to as the "**Real Property**");

(d) subject to the assignment to Beneficiary set forth in Paragraph 4 below, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Trust Estate or the ownership, use, management, operation leasing or occupancy of the Trust Estate, including those past due and unpaid;

(e) all inventory, equipment, fixtures and other goods (as those terms are defined in Division 9 of the California Uniform Commercial Code (the "**UCC**"), and whether existing now or in the future) now or in the future located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property, but not including personal property that is donated to Trustor (the "**Goods**," and together with the Real Property, the "**Property**"); and

(f) all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written material (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Trust Estate, including (to the extent applicable to the Property or any other portion of the Trust Estate) (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings (if any), (iii) agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects (if any), engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies, together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (viii) reserves, deposits, bonds, deferred payments,

refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature and (ix) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (the "**Intangibles**").

Trustor further grants to Trustee and Beneficiary, pursuant to the UCC, a security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles and all of the Trust Estate described above in which a security interest may be created under the UCC (collectively, the "**Personal Property**"). This Deed of Trust constitutes a security agreement under the UCC, conveying a security interest in the Personal Property to Trustee and Beneficiary. Trustee and Beneficiary shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a "secured party" under the UCC and other applicable California law. Trustor covenants and agrees that this Deed of Trust constitutes a fixture filing under Sections 9502(c) and 9604 of the UCC.

**FOR THE PURPOSE OF SECURING**, in such order of priority as Beneficiary may elect, the following:

(1) due, prompt and complete observance, performance and discharge of each and every condition, obligation, covenant and agreement contained herein or contained in the following:

(a) a promissory note in the original principal amount of $1,200,000, executed by Trustor of even date herewith (the "**Authority Note**");

(b) the Affordable Housing Agreement dated as of July 13, 2022 (the "**Agreement**"), between Trustor and Beneficiary;

(c) the Agreement Containing Covenants (including rental restrictions) between Trustor and Beneficiary, recorded concurrently herewith (the "**Agreement Containing Covenants**"); and

(2) payment of indebtedness of Trustor to Beneficiary in the principal sum of $1,200,000 or so much thereof as shall be advanced, evidenced by the Authority Note, with interest, according to the terms of the Authority Note.

The Agreement, including all attachments thereto, and the documents and instruments executed by Trustor in connection with the Project, including the Authority Loan Documents described in the Agreement (collectively referred to as the "**Secured Obligations**") and all of their terms are incorporated herein by reference, and this conveyance secures any and all extensions, amendments,

modifications or renewals thereof however evidenced, and additional advances evidenced by any note reciting that it is secured hereby. Any capitalized term that is not otherwise defined in this Deed of Trust has the meaning ascribed to such term in the Agreement.

**AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:**

1. That Trustor shall pay the Authority Note at the time and in the manner provided therein, and perform the obligations of Trustor as set forth in the Secured Obligations at the time and in the manner respectively provided therein;

2. That Trustor shall not permit or suffer the use of any of the Property for any purpose other than the uses permitted by the Agreement and the Agreement Containing Covenants;

3. That the Secured Obligations are incorporated in and made a part of this Deed of Trust. Upon default of a Secured Obligation, and after the giving of notice and the expiration of any applicable cure period, Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be due and payable. Any cure periods set forth in the Secured Obligations shall run concurrently with any cure period(s) in this Deed of Trust;

4. That all rents, profits and income from the Trust Estate are hereby assigned to Beneficiary for the purpose of discharging the debt hereby secured. Permission is hereby given to Trustor so long as no default exists hereunder after the giving of notice and the expiration of any applicable cure period, to collect such rents, profits and income for use in accordance with the provisions of the Agreement;

5. That upon default hereunder or under the aforementioned agreements, and after the giving of notice and the expiration of any applicable cure period, Beneficiary shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the Trust Estate and operate same and collect the rents, profits and income therefrom. Any cure periods set forth in the Secured Obligations shall run concurrently with any cure period(s) in this Deed of Trust;

6. That Trustor shall keep the Improvements hereafter constructed on the Subject Property in accordance with the Agreement insured against loss by fire and such other hazards, casualties, and contingencies as may reasonably be required in writing from time to time by Beneficiary, and all such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies. In no event shall the amounts of coverage be less than one-hundred percent of the insurable value of the Property. Such policies shall be endorsed with standard mortgage clause with loss payable to Beneficiary and certificates thereof together with copies of original policies shall be deposited with Beneficiary;

7. To pay, at least ten (10) days before delinquency, any taxes and assessments affecting the Property, to pay, when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof which appear to be prior or superior hereto and to pay all costs, fees and expenses of this Deed of Trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as Trustor is contesting the legality thereof in good faith and by appropriate proceedings and Trustor has adequate funds immediately available to pay any liabilities contested pursuant to this Paragraph 7;

8. To keep the Property in good condition and repair, subject to ordinary wear and tear, casualty and condemnation, not to remove or demolish any buildings thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon (subject to Trustor's right to contest the validity or applicability of laws or regulations), not to commit or permit waste thereof, not to commit, suffer or permit any act upon the Property in violation of law and/or covenants, conditions and/or restrictions affecting the Property and not to permit or suffer any material alteration of or addition to the buildings or improvements hereafter constructed in or upon the Property without the consent of Beneficiary;

9. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear;

10. Should Trustor fail, after the giving of notice and the expiration of any applicable cure period, to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Following default, after the giving of notice and the expiration of any applicable cure period, Beneficiary or Trustee being authorized to enter upon said property for such purposes, may commence, appear in and/or defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, may pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto and, in exercising any such powers, may pay necessary expenses, employ counsel and pay its reasonable fees. Notwithstanding the foregoing, in the event of default under this Deed of Trust, Beneficiary may also require Trustor to maintain and submit additional records. Beneficiary shall specify in writing the particular records that must be maintained and the information or reports that must be submitted;

11. Beneficiary shall have the right to pay fire and other property insurance premiums when due should Trustor fail to make any required premium payments. All such payments made by Beneficiary shall be added to the principal sum secured hereby;

12. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, under permission given under this Deed of Trust, with interest from date of expenditure at the rate specified in the Authority Note;

13. That the funds to be advanced hereunder are to be used in accordance with the Secured Obligations and upon the failure of Trustor, after the giving of notice and the expiration of any applicable cure period, to keep and perform all the covenants, conditions and agreements of said agreements, the principal sum and all arrears of interest, and other charges provided for in the Authority Note shall at the option of Beneficiary of this Deed of Trust become due and payable, anything contained herein to the contrary notwithstanding;

14. Trustor further covenants that it shall not voluntarily create, suffer or permit to be created against the property subject to this Deed of Trust any lien or liens except as permitted by the Secured Obligations or otherwise approved by Beneficiary, and further that it shall keep and maintain the Property free from the claims of all persons supplying labor or materials which shall enter into the construction of any and all buildings now being erected or to be erected on said premises. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be obligated to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting, provided that Trustor shall, at Beneficiary's written request, within thirty (30) days after the filing of any claim or lien (but in any event, and without any requirement that Beneficiary first provide a written request, prior to foreclosure) record in the official records of Los Angeles County, California, a surety bond in an amount one-and-one-half times the amount of such claim item in order to protect against a claim of lien, or provide such other security reasonably satisfactory to Beneficiary;

15. That any and all Improvements made or about to be made upon the premises covered by the Deed of Trust, and all plans and specifications, comply with all applicable municipal ordinances and regulations and all other applicable regulations made or promulgated, now or hereafter, by lawful authority, and that the same shall upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association or office; and

16. Trustor herein agrees to pay to Beneficiary or to the authorized loan servicing representative of Beneficiary a reasonable charge for providing a statement regarding the obligation secured by this Deed of Trust as provided by Section 2954, Article 2, Chapter 2 Title 14, Division 3, of the California Civil Code.

**IT IS MUTUALLY AGREED THAT:**

17. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, then Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor which are not used to reconstruct, restore or otherwise improve the Property or part thereof that was taken or damaged, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds which are not used to reconstruct, restore or otherwise improve the Property or part thereof that was taken or damaged, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary. After deducting therefrom all its expenses, including attorneys' fees, the balance of the proceeds which are not used to reconstruct, restore or otherwise improve the Property or part thereof that was taken or damaged, shall be applied to the amount due under the Authority Note secured hereby. No amount applied to the reduction of the principal shall relieve Trustor from making regular payments as required by the Authority Note;

18. Upon default by Trustor in making any payments provided for in the Authority Note secured hereby or in this Deed of Trust, or in performing any obligation set forth in any of the Secured Obligations, and if such default is not cured within the respective time provided therefor in this Deed of Trust, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record and Beneficiary may foreclose this Deed of Trust. Beneficiary shall also deposit with Trustee this Deed of Trust, the Authority Note and all documents evidencing expenditures secured hereby;

19. Intentionally Omitted;

20. After the lapse of such time as may then be required by law following the recordation of a notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive

proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. Trustee shall apply the proceeds of sale to payment of (i) the expenses of such sale, together with the reasonable expenses of this Deed of Trust including therein reasonable Trustee's fees or attorneys' fees for conducting the sale, and the actual cost of publishing, recording, mailing and posting notice of the sale, (ii) the cost of any search and/or other evidence of title procured in connection with such sale and revenue stamps on Trustee's deed, (iii) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the Authority Note, (iv) all other sums then secured hereby and (v) the remainder, if any, to the person or persons legally entitled thereto;

21. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Deed of Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee;

22. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law;

23. Upon written request of Beneficiary stating that all sums secured hereby have been paid and all obligations secured hereby have been satisfied or the terms have expired, as applicable, and upon surrender of this Deed of Trust and the Authority Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto";

24. The trust created hereby is irrevocable by Trustor;

25. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future owner and holder including pledgees, of the Authority Note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and several;

26. Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law,

Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law;

27. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth on the first page of this Deed of Trust;

28. Trustor agrees at any time and from time to time upon receipt of a written request from Beneficiary, to furnish to Beneficiary detailed statements in writing of income, rents, profits and operating expenses of the premises, and the names of the occupants and tenants in possession, together with the expiration dates of their leases and full information regarding all rental and occupancy agreements, and the rents provided for by such leases and rental and occupancy agreements, and such other information regarding the premises and their use as may be requested by Beneficiary;

29. Trustor agrees that the loan secured by this Deed of Trust is made expressly for the purpose of affordable housing as set forth in the Secured Obligations;

30. Trustor agrees that, except as otherwise provided in the Authority Note, upon sale or refinancing of the Property or any part thereof, the entire principal balance of the debt secured by this Deed of Trust, plus any accrued but unpaid interest thereon, shall at the option of Beneficiary be immediately due and payable;

31. Intentionally Omitted;

32. Intentionally Omitted;

33. If the rights and liens created by this Deed of Trust are held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the Secured Obligations, then the unsecured portion of such obligations shall be completely performed and paid prior to the performance and payment of the remaining and secured portion of the obligations, and all performance and payments made by Trustor shall be considered to have been performed and paid on and applied first to the complete payment of the unsecured portion of the obligations;

34. (a) Failure or delay by Trustor to perform any term or provision respectively required to be performed under the Secured Obligations or this Deed of Trust constitutes a default under this Deed of Trust.

(b) Beneficiary shall give written notice of default to Trustor, specifying the default complained of by Beneficiary. Failure or delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

(c) Any failures or delays by Beneficiary in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by Beneficiary in asserting any of its rights and remedies shall not deprive Beneficiary of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(d) If a monetary event of default occurs, then prior to exercising any remedies hereunder, Beneficiary shall give Trustor written notice of such default. Trustor shall have a period of thirty (30) days after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary.

(e) If a non-monetary event of default occurs, then prior to exercising any remedies hereunder, Beneficiary shall give Trustor notice of such default. If the default is reasonably capable of being cured within thirty (30) days, then Trustor shall have such period to effect a cure prior to exercise of remedies by Beneficiary. If the default is such that it is not reasonably capable of being cured within aid 30-day period, and Trustor (i) initiates corrective action within said period and (ii) diligently, continually and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. If Trustor fails to take corrective action or cure the default within a reasonable time, then Beneficiary shall give Trustor notice thereof, who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. In no event shall Beneficiary be precluded from exercising remedies if its rights become or are about to become materially jeopardized by any failure to cure a default or if the default is not cured within ninety (90) days after the first notice of default is given.

(f) Except as otherwise may be required in order to comply with the provisions of California Civil Code Section 2924 *et seq.*, any notice of default that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission, any notice of default that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by Trustor and any notice of default that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

35. This Deed of Trust may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year set forth above.

**"TRUSTOR"**

SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation

By: _____
Anna Levin
Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of _____ )

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 24, IN SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP SHOWING A PORTION OF THE LANDS OF THE PALMDALE COLONY COMPANY, IN BOOK 52 PAGE(S) 71, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**APN/Parcel ID(s): 3018-026-001**

**PROMISSORY NOTE**
**SECURED BY DEED OF TRUST**
**TO HOUSING AUTHORITY OF THE CITY OF PALMDALE**
**(A-7950)**

0%
$1,200,000

Palmdale, California
_____, 2022

FOR VALUE RECEIVED, SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation ("**Borrower**"), hereby promises to pay to the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body corporate and politic ("**Authority**"), or order, a principal amount of One Million Two Hundred Thousand Dollars ($1,200,000), or so much thereof as may be advanced by Authority to Borrower as the Authority Loan pursuant to the Affordable Housing Agreement dated as of July 13, 2022 (the "**Agreement**") by and between Borrower ("Developer" therein) and Authority, incorporated herein by this reference. Borrower shall pay interest at the rate, in the amount and at the time hereinafter provided.

Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement. In addition, the following terms shall have the following meanings:

"**Default Rate of Interest**" means 1% over the Prime Rate announced by Bank of America.

"**Note**" means this promissory note evidencing the Authority Loan.

1. This Note evidences the obligation of Borrower to Authority for the repayment of the Authority Loan.

2. This Note is payable at the principal office of Authority, 38250 Sierra Highway, Palmdale, California 93550, or at such other place as the holder hereof may inform Borrower in writing, in lawful money of the United States.

3. This Note is secured by the Authority Deed of Trust.

4. This Note shall bear simple interest at the rate of zero percent (0%) per annum except in the event of default under any of the Authority Loan Documents which has not been cured in the time provided in the applicable Authority Loan Document, in which case the Authority Loan shall bear simple interest at the Default Rate of Interest from the date of the expiration of the cure period for such default.

5. Until the Maturity Date, there are no scheduled payments and no payments shall be

due and payable under this Note. The principal balance of the Authority Loan and all accrued and unpaid interest shall be due and payable on the Maturity Date. "Maturity Date" means the earliest to occur of:

(a) _____, 2077 (55 years from the date of this Note);

(b) The date the Property, the Project, or any portion thereof or interest therein is sold, transferred, assigned, encumbered with a mortgage or deed of trust, or refinanced, without the prior written approval of the City;

(c) The date of a default by the Borrower under the terms of this Note or any of the other Authority Loan Document which is not cured or waived within the respective time period provided herein or therein; or

(d) The termination of the Agreement.

6. Any cure periods under the Authority Loan Documents and this Note in the event a default shall run concurrently.

7. All payments to the Authority shall be applied first to interest, then to reduce the principal amount owed.

8. The Authority Loan is funded from the Authority's Low and Moderate Income Housing Asset Fund. Accordingly, Borrower agrees for itself, its successors and assigns that the use of the Property shall be subject to the restrictions on rent and occupancy set forth in the Agreement Containing Covenants.

9. Borrower waives presentment for payment, demand, protest and notices of dishonor and of protest, the benefits of all waivable exemptions and all defenses and pleas on the ground of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice. Borrower hereby agrees to pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by the holder hereof, in the enforcement of this Note, the Authority Deed of Trust or any term or provision of either.

10. Failure or delay by Borrower to perform any material term or provision of this Note constitutes a default under this Note.

11. (a) Authority shall give written notice of default to Borrower, specifying the default complained of by Authority. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

(b) Any failures or delays by Authority in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by Authority in asserting any of its rights and remedies shall not deprive Authority of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

(c) If a monetary event of default occurs, prior to exercising any remedies hereunder, then Authority shall give Borrower written notice of such default. Borrower shall have a period of ten (10) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by Authority.

(d) If a non-monetary event of default occurs, then prior to exercising any remedies hereunder, Authority shall give Borrower notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, then Borrower shall have such period to effect a cure prior to exercise of remedies by Authority. If the default is such that it is not reasonably capable of being cured within said 30-day period, and Borrower (i) initiates corrective action within said period and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Authority, but in no event shall such period exceed sixty (60) days from the date such notice is received or deemed received. In no event shall Authority be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default.

(f) A notice of default shall be deemed given only if either (i) dispatched by first class mail, registered or certified, postage prepaid, return receipt requested, to the address specified for Borrower in Section 15 below or (ii) by personal delivery (including by means of professional messenger or courier service such as United Parcel Service or Federal Express) to the address specified for Borrower in Section 15 below. Receipt shall be deemed to have occurred on the earlier of (i) the date of successfully completed electronic facsimile transmission (if followed by delivery of a "hard" copy) or (ii) the date marked on a written postal service or messenger or courier service receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). If Borrower gives notice of a change of address in the manner specified in this paragraph, then all notices, demands and communications originated after receipt of the change of address (or the effective date specified in the notice of change of address, if later) shall be transmitted, delivered or sent to the new address.

12. If the rights created by this Note are held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, then the remaining obligations must be completely performed and paid.

13. Borrower shall have the right to prepay the obligation evidenced by this Note, or any part thereof, without penalty, but any such repayment shall nor relieve the Property from the burden of the Agreement Containing Covenants or the Authority Deed of Trust.

14. Subject to the provisions and limitations of this Section 14, the obligation to repay the Authority Loan is a nonrecourse obligation of Borrower. Borrower shall not have any personal liability for repayment of the Authority Loan, except as provided in this Note. The sole recourse of Authority shall be the exercise of its rights against the Property and any related security for the Authority Loan; provided, however, that the foregoing shall not (i) constitute a waiver of any obligation evidenced by the Authority Note or the Authority Deed of Trust, (ii) limit the right of Authority to name Borrower as a party defendant in any action or suit for judicial foreclosure and sale under the Authority Note or the Authority Deed of Trust or any action or proceeding thereunder so long as no judgment in the nature of a deficiency judgment shall be asked for or taken against Borrower, (iii) release or impair the Authority Note or the Authority Deed of Trust, (iv) prevent or in any way hinder Authority from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, any other remedy against the mortgaged Property or any other instrument securing the Authority Note or as prescribed by law or in equity in case of default, (v) prevent or in any way hinder Authority from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, its remedies in respect of any deposits, insurance proceeds, condemnation awards or other monies or other collateral or letters of credit securing the Authority Note, (vi) relieve Borrower of any of its obligations under any indemnity delivered by Borrower to Authority or (vii) affect in any way the validity of any guarantee or indemnity from any person of all or any of the obligations evidenced and secured by the Authority Note or the Authority Deed of Trust. Notwithstanding the first sentence of this paragraph, Authority may recover directly from Borrower or from any other party:

(a) any damages, costs and expenses incurred by Authority as a result of fraud or any criminal act or acts of Borrower or any partner, shareholder, officer, director or employee of Borrower, or of any member or general or limited partner of Borrower, or of any member or general or limited partner of such member or general or limited partner;

(b) any damages, costs and expenses incurred by Authority as a result of any misappropriation of funds provided for the acquisition of the Property, development and construction of the Project, rents and revenues from the operation of the Project or proceeds of insurance policies or condemnation proceeds;

(c) any and all amounts owing by Borrower pursuant to the indemnification regarding Hazardous Substances given in the Environmental Indemnity; and

(d) all court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions.

15. The address of Borrower for purposes of receiving notices pursuant to this Note is as follows: 8484 Wilshire Boulevard, Suite 500, Beverly Hills, CA 90211-2404.

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year set forth above.

**"BORROWER"**

SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation

By: _____
Anna Levin
Secretary

**ENVIRONMENTAL INDEMNITY BY**
**SOS CHILDREN'S VILLAGES CALIFORNIA, INC. IN FAVOR OF HOUSING AUTHORITY OF THE CITY OF PALMDALE**
**(A-7950)**

THIS ENVIRONMENTAL INDEMNITY (this "**Indemnity**"), dated as of _____, 2022, is made by SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation ("**Borrower**"), whose address for purposes of giving notice is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, CA 90211-2404, Attn: Anna Levin, CPA, in favor of the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body corporate and politic ("**Authority**"), whose address for purposes of giving notice is 38250 Sierra Highway, Palmdale, California 93550-4611.

WITNESSETH

WHEREAS, Borrower is the owner of that certain real property in the City of Palmdale, as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

WHEREAS, the Parties entered into an Affordable Housing Agreement, dated as of July 13, 2022 (the "**Agreement**"), pursuant to which Authority agreed to make a loan to Borrower for the purpose of acquiring the Property and developing and constructing the Project on the Property; and

WHEREAS, Borrower has agreed to execute and deliver to Authority this Indemnity in order to induce Authority to make the Authority Loan.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements hereinafter set forth, Borrower hereby agrees as follows:

1. ADDITIONAL DEFINITIONS

For the purpose of this Indemnity, "**Hazardous Materials**" shall include, without limitation, substances defined as "extremely hazardous substances", "hazardous substances", "hazardous materials", "hazardous waste or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601-9675, the Federal Hazardous Materials Transportation Law, 49 U.S.C. Sections 5101, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, *et seq.* and those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code, as "extremely hazardous waste" in Section 25115 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code or "hazardous materials" as defined in Section 353 of the California Vehicle Code, and in

the regulations adopted and publications promulgated pursuant to said laws. Other capitalized terms used in this Indemnity shall have the meanings ascribed to them in the Agreement.

2. COVENANTS AND INDEMNITY

The following covenants and indemnities are hereby given and made by Borrower:

2.1 Covenants.

(a) Borrower covenants that it shall comply with any and all laws, regulations, and/or orders which may be promulgated, from time to time, with respect to the discharge and/or removal of Hazardous Materials, to pay immediately when due the costs of the removal of, or any other action required by law with respect to, any such Hazardous Materials from the Property, and to keep the Property free of any lien imposed pursuant to any such laws, regulations or orders.

(b) Borrower covenants that the Property shall not be used for any activities involving, directly or indirectly, the use, generation, treatment, storage, release or disposal of any Hazardous Materials, except for *de minimis* quantities used at the Property in compliance with all applicable environmental laws and required in connection with the routine construction, operation and maintenance of the Property.

(c) Borrower further agrees that Borrower shall not release or dispose of any Hazardous Materials at the Property without the express written approval of Authority and that any such release or disposal shall be effected in strict compliance with all applicable laws and all conditions, if any, established by Authority.

(d) Authority shall have the right, at any time, to conduct an environmental audit ("**Environmental Audit**") of the Property at Authority's expense, unless Hazardous Materials are found, then at Borrower's sole cost and expense, and Borrower shall cooperate in the conduct of any such environmental audit. Other than in an emergency, such audit shall be conducted only after thirty (30) days prior written notice has been given to Borrower and only in the presence of a representative of Borrower. Borrower shall give Authority and its agents and employees access to the Property to remove, or otherwise to mitigate against the effects of, Hazardous Materials. The term Environment Audit as used herein shall mean and refer to a Phase I environmental site assessment or such other environmental audit or review as may be reasonably requested or required by the Authority.

(e) Borrower shall not install, or permit to be installed, on the Property friable asbestos or any substance containing asbestos and deemed hazardous by federal or state regulations respecting such material, and, with respect to any such material currently present at the Property, Borrower shall promptly either (i) remove or cause to be removed any material that such regulations deem hazardous and require to be removed or (ii) otherwise comply with such federal

and state regulations, at Borrower's sole cost and expense. If Borrower shall fail to so do within the cure period permitted under applicable law, regulation, or order, then Authority may do whatever is necessary to eliminate said substances from the premises or to otherwise comply with the applicable law, regulation or order, and the costs thereof shall be added to the Obligations of Borrower under this Section 2.

(f) Borrower shall immediately advise Authority in writing of any of the following: (i) any pending or threatened environmental claim against Borrower or otherwise related to the Property, (ii) any condition or occurrence on the Property that (A) results in noncompliance by Borrower with any applicable environmental law, (B) could reasonably be anticipated to cause the Property to be subject to any restrictions on the ownership, occupancy, use or transferability of the Property under any environmental law or (C) could reasonably be anticipated to form the basis of an environmental claim against the Property or Borrower related to the Property.

2.2 Indemnity. Borrower shall indemnify, protect and hold Authority harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements) of any kind or of any nature whatsoever (collectively, the "**Obligations**") which may at any time be imposed upon, incurred by or asserted or awarded against Authority and arising from or out of:

(a) The presence of any Hazardous Materials on, in, under or affecting all or any portion of the Property or any surrounding areas;

(b) The breach of any covenant made by Borrower in Section 2.1 hereof; or

(c) The enforcement by Authority of any of the provisions of this Section 2.2 or the assertion by Borrower of any defense to its obligations hereunder. Subject to the qualifications set forth in Section 2.3 below, Borrower shall be liable for payment and performance of the Obligations to the full extent (but only to the extent) of the Property and assets which constitute security for such Obligations. If default occurs in the timely and proper payment and performance of any such Obligations, then any judicial proceedings brought by Authority against Borrower shall be limited to the protection and preservation of the Property, the preservation, enforcement and foreclosure of the liens, mortgages, assignments, rights and security interests securing such Obligations and enforcement and collection of such Obligations for which Borrower remains directly liable. If there is a foreclosure of any such liens, mortgages, assignments, rights and security interests by power of sale or otherwise, then no personal judgment for any deficiency thereon shall be sought or obtained by Authority against Borrower, or its officers, directors, agents, attorneys, servants or employees.

2.3 Exceptions to Non-Recourse Liability. Notwithstanding the foregoing:

(a) Authority may proceed against any other person or entity whatsoever with respect to the enforcement of any guarantees, surety bonds, letters of credit, reimbursement agreements or similar rights to payment or performance; and

(b) Authority may recover personally from any person or entity:

(1) any damages, costs and expenses incurred by Authority as a result of the negligence of such person or entity, involving, directly or indirectly, the use, generation, treatment, storage, release or disposal of any Hazardous Materials by such person or entity or by others; provided, however, that neither Borrower nor any officer, director, agent, attorney, servant or employee of Borrower shall have any personal liability if the act or omission complained of was performed in good faith and was not reckless, wanton, intentional or grossly negligent;

(2) any damages, costs and expenses incurred by Authority as a result of fraud or any criminal act or acts of Borrower or any partner, shareholder, officer, director or employee of Borrower, or of any general partner of Borrower relating to the use, generation, treatment, storage, release or disposal of any Hazardous Materials; and

(3) all court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions.

3. BORROWER'S UNCONDITIONAL OBLIGATIONS

3.1 Unconditional Obligations. Borrower hereby agrees that the Obligations shall be paid and performed strictly in accordance with the terms of this Indemnity, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of the Authority Loan Documents or affecting any of the rights of Authority with respect thereto. The obligations of Borrower hereunder shall be absolute and unconditional irrespective of:

(a) The validity, regularity, or enforceability of the Authority Loan Documents or any other instrument or document executed or delivered in connection therewith;

(b) Any alteration, amendment, modification, release, termination or cancellation of any of the Authority Loan Documents, or any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the obligations of Borrower contained in any of the Authority Loan Documents;

(c) Any extension of the maturity of the Authority Loan or any waiver of, or consent to any departure from, any provision contained in any of the Authority Loan Documents;

(d) Any exculpatory provision in any of the Authority Loan Documents limiting Authority's recourse to property encumbered by the Authority Deed of Trust, or to any other security, or limiting Authority's rights to a deficiency judgment against Borrower;

(e) Any exchange, addition, subordination, or release of, or nonperfection of any lien on or security interest in, any collateral for the Authority Loan, or any release, amendment, waiver of, or consent to any departure from any provision of, any other Borrower or guarantee given in respect of the Authority Loan;

(f) The insolvency or bankruptcy of Borrower or of any indemnitor or guarantor under any other indemnity or guarantee given in respect of the Authority Loan; or

(g) Any other circumstance that might otherwise constitute a defense available to, or a discharge of, Borrower or any other indemnitor or guarantor with respect to the Authority Loan or any or all of the Obligations.

3.2 Continuation. This Indemnity (i) is a continuing indemnity and shall remain in full force and effect until the satisfaction in full of all of the Obligations (notwithstanding the payment in full of the Authority Loan, the release or other extinguishment of the Authority Loan or any security for the Authority Loan) and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by Authority upon the insolvency, bankruptcy or reorganization of Borrower, or otherwise, all as though such payment had not been made.

3.3 Termination. Notwithstanding the payment (and performance) in full of all of the Obligations and the payment (or performance) in full of all of Borrower's obligations under the Authority Loan Documents, this Indemnity shall not terminate if any of the following shall have occurred:

(a) Authority has at any time or in any manner participated in the management or control of, taken possession of (whether personally, by agent or by appointment of a receiver), or taken title to the Property or any portion thereof, whether by foreclosure, deed in lieu of foreclosure, sale under power of sale or otherwise; or

(b) There has been a change, between the date hereof and the date on which all of the Obligations are paid and performed in full, in any Hazardous Materials laws, the effect of which may be to make a lender or mortgagee liable in respect of any of the Obligations, notwithstanding the fact that no event, circumstance or condition of the nature described in paragraph (a) above ever occurred.

4. WAIVER

Borrower hereby waives the following:

(a) Promptness and diligence;

(b) Notice of acceptance and notice of the incurrence of any obligation by Borrower;

(c) Notice of any action taken by Authority, Borrower, or any other interested party under any Authority Loan Document or under any other agreement or instrument relating thereto;

(d) All other notices, demands, and protests, and all other formalities of every kind, in connection with the enforcement of the Obligations, the omission of or delay in which, but for the provisions of this Section 4, might constitute grounds for relieving Borrower of its Obligations hereunder;

(e) The right to a trial by jury with respect to any dispute arising under, or relating to, this Indemnity;

(f) Any requirement that Authority protect, secure, perfect or insure any security interest or lien in or on any property subject thereto;

(g) Any requirement that Authority exhaust any right or take any action against Borrower or any other person or collateral; and

(h) Any defense that may arise by reason of:

(1) The incapacity, lack of authority, death or disability of, or revocation hereof by, any person or persons;

(2) The failure of Authority to file or enforce any claim against the estate (in probate, bankruptcy or any other proceedings) of any person or persons; or

(3) Any defense based upon an election of remedies by Authority, including, without limitation, an election to proceed by nonjudicial foreclosure or which destroys or otherwise impairs the subrogation rights of Borrower or any other right of Authority to proceed against Borrower.

5. NOTICES

Any notice, demand, statement, request or consent made hereunder shall be in writing and shall be personally served, mailed by first-class registered or certified mail, postage prepaid, return

receipt requested, to the address set forth in the first paragraph of this Indemnity, above, of the Party to whom such notice is to be given (or to such other address as the Parties, shall designate in writing):

Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission, any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

6. MISCELLANEOUS

6.1 Borrower shall make any payment required to be made hereunder in lawful money of the United States of America, and in same day funds, to Authority at its address specified in the first paragraph hereof.

6.2 No amendment of any provision of this Indemnity shall be effective unless it is in writing and signed by the Parties, and no waiver of any provision of this Indemnity, and no consent to any departure by Borrower from any provision of this Indemnity, shall be effective unless it is in writing and signed by Authority, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.3 No failure on the part of Authority to exercise, and no delay in exercising, any right hereunder or under any other Authority Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Authority provided herein and in the other Authority Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of Authority under any Authority Loan Document against any party thereto are not conditional or contingent on any attempt by Authority to exercise any of its rights under any other Authority Loan Document against such party or against any other person or collateral.

6.4 Any provision of this Indemnity that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction.

6.5 This Indemnity shall (i) be binding upon Borrower and Borrower's successors and assigns and (ii) inure, together with all rights and remedies of Authority hereunder, to the benefit of Authority, its directors, officers, employees and agents, any successors to Authority's interest in the Property, any other person who acquires any portion of the Property at a foreclosure sale or

otherwise through the exercise of Authority's rights and remedies under the Authority Loan Documents, any successors to any such person, and all directors, officers, employees and agents of all of the aforementioned parties. Without limiting the generality of clause (ii) of the immediately preceding sentence, Authority may, subject to, and in accordance with, the provisions of the Authority Loan Documents, assign or otherwise transfer all or any portion of its rights and obligations under any other Authority Loan Document, to any other person, and such other person shall thereupon become vested with all of the rights and obligations in respect thereof that were granted to Authority herein or otherwise. None of the rights or obligations of Borrower hereunder may be assigned or otherwise transferred without the prior written consent of Authority.

6.6 Borrower hereby (i) irrevocably submits to the jurisdiction of any California or federal court sitting, in each instance, in Los Angeles County in any action or proceeding arising out of or relating to this Indemnity, (ii) waives any defense based on doctrines of venue or forum *non conveniens* or similar rules or doctrines and (iii) irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in such California or federal court. Borrower irrevocably consents to the service of any and all process which may be required or permitted in any such action or proceeding to the address specified in the first paragraph of this Indemnity, above. Borrower agrees that a final judgment in any such action or proceeding, subject to Borrower's right to appeal, shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

6.7 The title of this Indemnity and the captions used herein are inserted only as a matter of convenience and for reference and shall in no way define, limit or describe the scope or the intent of this Indemnity or any of the provisions hereof.

6.8 This Indemnity shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of California applicable to contracts made and to be performed therein, except to the extent that the laws of the United States preempt the laws of the State of California.

6.9 This Indemnity contains all of the agreements and understanding of the Parties concerning the subject matter hereof. Furthermore, this Indemnity supersedes and revokes all previous communications, negotiations, and agreements, whether oral or written, between the Parties with respect to the subject matter of this Indemnity. No addition, modification, or deletion of or to this Indemnity or any waiver of any of its provisions shall be binding on either Party unless made in writing and executed by the Parties.

6.10 This Indemnity may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Indemnity as of the date first set forth above.

**"AUTHORITY"**

HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body, corporate and politic

By:_____
Ronda Perez
Executive Director

ATTEST:

By: _____
Shanae Smith
Authority Secretary

APPROVED AS TO FORM:

By:_____
Scott E. Porter
Acting Authority Counsel

KANE, BALLMER & BERKMAN
Authority Special Counsel

By: _____

**"BORROWER"**

SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation

By: _____
Anna Levin
Secretary

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 24, IN SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP SHOWING A PORTION OF THE LANDS OF THE PALMDALE COLONY COMPANY, IN BOOK 52 PAGE(S) 71, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**APN/Parcel ID(s): 3018-026-001**

Recording Requested by
and When Recorded Return to:

City Clerk, City of Palmdale
38300 Sierra Highway, Suite C
Palmdale, California 93550-4611

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GOVERNMENT BUSINESS
Free Recording
(Cal. Govt. Code §27383)

SOS Children's Villages California, Inc.
APN: 3008-013-903

Agreement No. A-7950

**Notice of Affordability Restrictions on Transfer of Property**

NOTICE IS HEREBY GIVEN that pursuant to California Health and Safety Code Section 33334.3(f), the Housing Authority of the City of Palmdale, a public body corporate and politic, is recording this Notice of Affordability Restrictions on Transfer of Property (this "**Notice**") with regard to the property located at 30th Street East and adjacent to McAdam Park in the City of Palmdale, California and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

The Property is subject to the Agreement Containing Covenants (the "**Covenants**") recorded concurrently herewith, which restricts the use of the Property as follows:

> Exclusively to develop, construct, and operate the Project which shall include the following: (i) twelve (12) 3-bedroom residential units as affordable housing for foster care youth with up to 6 foster youths in each such three-bedroom unit (except that at any time one unit may have one child of a resource caregiver and up to 5 foster youths), with one (1) such residential unit to be made affordable to a Low Income

household at an Affordable Rent and eleven (11) such residential units to be made affordable to Extremely Low Income households at an Affordable Rent, and (ii) two (2) units of transitional housing used to support the overall foster care program on the Property with both of the transitional units to be made affordable to Very Low Income households at an Affordable Rent, all as provided in the Covenants.

Each of the 12 foster youth units shall have an adjacent resource caregiver unit used by a resource caregiver providing support and caregiving 24 hours a day/7 days a week to the foster youth living in the adjacent foster youth unit.

The income and affordability levels of the fourteen (14) affordable units shall be allocated as follows:

i. One (1) 3-bedroom foster youth residential unit shall be made available as transitional housing exclusively to Low Income foster youth at an Affordable Rent as provided in California Health and Safety Code Section 50053 (an "**Affordable Rent**");

ii. Eleven (11) 3-bedroom foster youth residential units shall be made available as transitional housing exclusively to Extremely Low Income foster youth at an Affordable Rent; and

iii. Two (2) residential units which support the overall foster care program on the Property shall be made available as transitional housing exclusively to Very Low Income households at an Affordable Rent.

The affordability restrictions imposed on the Property by the Covenants are scheduled to expire on the date that is 55 years after the recordation of this Notice. This Notice is recorded for the purpose of providing notice only and it in no way modifies the provisions of the Covenants. This Notice may be executed in any

number of counterparts, each of which, when so executed and delivered, will be an original, but all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signatures on Following Pages]

HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body, corporate and politic

By: _____
Ronda Perez
Executive Director

ATTEST:

By: _____
Shanae Smith
Authority Secretary

APPROVED AS TO FORM:

By: _____
Scott E. Porter
Acting Authority Counsel

KANE, BALLMER & BERKMAN
Authority Special Counsel

By: _____

CONSENT TO RECORDATION

The undersigned, owner of the real property legally described in Exhibit A, hereby consents to the recordation of this Notice against the Property.

SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation

By: _____
Anna Levin
Secretary

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 24, IN SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP SHOWING A PORTION OF THE LANDS OF THE PALMDALE COLONY COMPANY, IN BOOK 52 PAGE(S) 71, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**APN/Parcel ID(s): 3018-026-001**

**SCHEDULE OF PERFORMANCE**

| | | |
|---|---|---|
| 1. | Submittal - Basic Concept/Schematic Drawings. The Developer will submit to the Authority for approval the Basic Concept/Schematic Drawings and related documents (site plans, elevations and preliminary floor plans). | Upon the earlier to occur of the following: (a) within 60 days after the effective date of a zoning change to permit development of the Project; or (b) upon submittal of an application for City approval of a Planned Development (PD) document for the Property. |
| 2. | Approval - Basic Concept/Schematic Drawings. The Authority will approve or disapprove the Basic Concept/Schematic Drawings and related documents. | Within thirty days after submittal by Developer to the Authority. |
| 3. | Submittal - Management Plan, Maintenance Plan and Maintenance Budget, and Operating Budget. Developer will submit to the Authority for approval the proposed Management Plan, Maintenance Plan and Maintenance Budget, and Operating Budget. | Not later than 45 days before the commencement of construction of the Project. |
| 4. | Execution of Affordable Housing Agreement by the Authority. The Authority will consider the Affordable Housing Agreement, and authorize the Executive Director to execute and deliver the Affordable Housing Agreement to the Developer. | As soon as feasible after submission of executed Agreement by Developer or July 20, 2022. |
| 5. | Submittal – Final Construction Drawings and Specifications. The Developer will prepare and submit to the Authority for approval the Final Construction Drawings and Specifications suitable to submit for a building permit application. | Not later than 180 days after the final City approval of the Project Site Plan and Planned Development (PD) document for the Property. |
| 6. | Approval - Final Construction Drawings and Specifications. The Authority will approve or disapprove the Final Construction Drawings and Specifications. | Within fifteen (15) business days after submittal to the Authority. |

| | | |
|---|---|---|
| 7. | Submittal - Evidence of Financing. The Developer will submit to the Authority the Evidence of Financing set forth in the Method of Financing. | Within eighteen months after the date of the Closing of the acquisition of the Property. |
| 8. | Commencement of Construction. The Developer will commence construction of the Project on the Property. | Not later than the later to occur of the following: (a) 6 months after the issuance of the building permit for the Project; or (b) 6 months after securing enforceable pledges for 90% of the total private funds for the Project, but in no event later than May 1, 2024. |
| 9. | Completion of Construction. The Developer will complete construction of the Project on the Property. | Not later than 30 months after commencement of construction. |
| 10. | Completion. Completion in accordance with the definition on page 3 of the Affordable Housing Agreement shall have occurred. | Not later than 36 months after commencement of construction. |
| 11. | DCFS. The Developer will have received agreements from the Los County Department of Children and Family Services for all foster youth residents. | Not later than 9 months after Completion. |

NOTES:

1. Deadlines set forth in this Schedule of Performance are subject to the enforced delay provisions of Section 604 of the Agreement.
2. Extensions may be approved in writing pursuant to Section 309 of the Agreement.
3. Descriptions of items of performance and deadlines in this Schedule of Performance are not intended to supersede more complete descriptions in the text of the Agreement; and in the event of any conflict between the text of the Agreement and this Schedule, the text of the Agreement will govern.

# METHOD OF FINANCING

This is the Method of Financing attached to the Affordable Housing Agreement (the "**Agreement**") dated as of July 13, 2022, by and between the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body corporate and politic ("**Authority**"), and SOS CHILDREN'S VILLAGES CALIFORNIA, INC., a nonprofit public benefit corporation ("**Developer**").

The Project shall be financed by a combination of the Authority Loan (which shall consist of the Authority Acquisition Loan and the Authority Pre-Development Loan), the LACDA Loan, which is hereby approved by Authority subject to the delivery of the Subordination Agreement, and private funds donated to the Developer for the Project. Developer may utilize other financing sources approved in writing by the Authority Executive Director, so long as such alternative financing does not result in increased costs, risk, or liability to Authority.

The Authority Loan in the total principal amount of $1,200,000 consists of the following: (i) the Authority Acquisition Loan in an original principal amount of $462,000 and (ii) the Authority Pre-Development Loan in an original principal amount of $737,500. The sum of the Authority Acquisition Loan and the Authority Pre-Development Loan shall not exceed $1,200,000 in the aggregate. The Authority Loan shall be repaid according to the terms and conditions of the Authority Note.

1. **Definitions**. Any capitalized term not otherwise defined herein has the meaning ascribed to such term in the Agreement.

2. **Total Costs**. The Parties estimate that the total Project costs, including, without limitation, acquisition and development and construction, shall be approximately $19,010,000. Developer shall be responsible to provide funds if and as needed to pay for cost overruns and contingencies not funded by the Authority Loan, the LACDA Loan, or private donations to Developer.

3. **Project Budget**. The Parties anticipate that all Project costs shall be as set forth in the Project Budget. The Project Budget shall be subject to change from time to time, subject to the prior written approval of the Authority Executive Director or designee (which approval shall not be unreasonably withheld) and subject to and conditioned on such further review and approval by the Authority Board as is needed to satisfy applicable law and Authority policies and procedures, upon which approval the Project Budget shall be replaced by the approved revised Project Budget. Developer shall demonstrate, to the satisfaction of the Authority Executive Director, that all Developer funds shall be available for payment of Project costs when and as required by this Method of Financing.

4. **Authority Loan**.

(a) In accordance with and subject to the terms and conditions of the Agreement and this Method of Financing, Authority agrees to make the Authority Loan of $1,200,000 to Developer, and Developer agrees to borrow such funds for the payment of Project costs.

(c) The Authority Loan shall be used exclusively to pay a portion of the acquisition cost for the Property and pre-development costs for the Project as identified in the Project Budget.

(e) At the Closing, the Parties shall execute and deliver such instruments and documents as may be necessary to evidence and secure the Authority Loan consistent with the terms of the Agreement and this Method of Financing, and in a form that is acceptable to the Authority Executive Director or designee, including the following instruments:

(1) the Agreement Containing Covenants;

(2) the Notice of Affordability Restrictions;

(3) the Authority Note;

(4) the Authority Deed of Trust;

(5) the Assignment of Agreements;

(6) the Environmental Indemnity;

(7) the UCC1 Financing Statement (both recordable and to be filed with the Secretary of State); and

(8) A Subordination Agreement acceptable to the Authority in form and content subordinating the LACDA Loan and related LACDA Loan documents.

(f) Within the time set forth therefor in the Schedule of Performance, Developer shall submit to the Authority, for the Authority Executive Director's review and approval, evidence demonstrating to the satisfaction of the Authority Executive Director or designee the availability of sufficient funds to pay all Project costs ("**Evidence of Financing**").

5. **Recordation**. Upon the Closing, the Title Company shall record the Authority Loan Documents in accordance with instructions provided by Authority and shall be prepared to issue to Authority an ALTA lender's policy of title insurance, at Developer's cost, insuring the priority of the Authority Deed of Trust as a first priority lien on the Property, in the amount of the Authority Loan and with endorsements as Authority may determine is appropriate.

6. **Disbursement of Authority Loan**.

(a) The Authority Acquisition Loan shall be deemed disbursed at the Closing to pay or reimburse a portion of the acquisition costs for the Property.

(b) The Authority Pre-Development Loan shall be disbursed based on invoices for actual third party costs, fees, or expenses incurred or paid. The Authority Pre-Development Loan may be disbursed from time to time, including at the Closing, to pay or reimburse a portion of the pre-development costs. Requests for payment must be submitted on forms specified by Authority, with adequate and proper documentation of eligible costs incurred. The Authority Pre-Development Loan shall be disbursed based upon Authority's receipt of contractor invoices and other information and documentation (*e.g.*, lien releases) requested or required by Authority. Authority shall have the right to condition any disbursement upon receipt and approval of such documentation, evidence or information that it may request, including, without limitation, vouchers and invoices.

(c) Authority shall have the right in its sole discretion to make disbursements of funds directly to third parties entitled to such payment.

(d) Authority shall have the right to review and audit all records of Developer pertaining to any payment by Authority. Said records must be maintained for a period of five years after Completion.

7. **Repayment Terms**. The repayment terms of the Authority Loan are set forth in the form of Authority Note.

8. **Conditions Precedent to Closing**.

(a) The Closing is conditioned upon each of the following occurring to the satisfaction of the Authority Executive Director prior to the time for the Closing set forth in the Schedule of Performance:

(i) Developer submits to the Authority the Project Budget, current as of the Closing;

(ii) Developer submits to the Authority evidence of the insurance policies and endorsements required by the Agreement;

(iii) Title Company is prepared to issue the Title Insurance Policies;

(iv) Developer duly executes and delivers to Authority or into escrow the Authority Loan Documents; and

(v) The Authority Executive Director determines that Developer is not in default of its obligations to Authority under the Agreement.

Notwithstanding the foregoing, Authority, in the sole discretion of the Authority Executive Director, may waive any of the foregoing conditions precedent to the Closing. A waiver of any of the foregoing conditions shall not operate in any way as a waiver, or estoppel with respect to, any subsequent or other failure to comply with such condition, or any other condition contained in this Method of Financing, the Agreement or any of the Authority Loan Documents.

**ATTACHMENT NO. 12**

**PROJECT BUDGET**

Sources

| | |
|---|---|
| Authority Loan ($1,200,000) | |
| - Acquisition Loan | $ 462,500[1] |
| - Pre-Development Loan | $ 737,500[1] |
| LACDA Loan | $ 500,000 |
| Private Financing | $17,301,000 |
| Total | $19,001,000 |

Uses

| | |
|---|---|
| Property Acquisition | $ 875,000 |
| Direct Construction Costs | $16,000,000 |
| General Conditions, Contingency | $ 745,000 |
| Contractor Profit, Insurance and Bonds | $ 61,000 |
| Indirect Construction Costs | $ 855,000 |
| Financing and Legal Costs | $ 465,000 |
| Reserves | $ 0 |
| Total | $19,001,000 |

No payment shall be issued to Developer by the Authority for acquisition or pre-development costs prior to Authority's approval of Developer's submittal of a request for payment. All requests for payment shall have supporting documentation as requested by the Authority.

[1] The final amount to be determined at the closing of the acquisition of the Property.

**MINUTES**
**CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA**
**CITY HALL COUNCIL CHAMBER**
**38300 SIERRA HIGHWAY, SUITE B**
**PALMDALE, CALIFORNIA**
**MAY 18, 2022**

**www.cityofpalmdale.org**

5:00 P.M.

1) MAYOR TO CALL MEETINGS TO ORDER

Mayor Hofbauer called the meeting to order at 5:00 p.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
ABSENT: None.

3) PUBLIC COMMENTS

Dave Bowman expressed concerns regarding the use of Measure AV funds and the Los Angeles County Sheriff's Department contract.

4) PRESENTATION BY CITY ATTORNEY

City Attorney Beck confirmed the items would be heard as listed.

4.1) CONFERENCE WITH LABOR NEGOTIATORS
City representatives: Councilmembers Carrillo and Bishop
Unrepresented employee: Christopher Beck, City Attorney

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

4.2) This Closed Session is being held pursuant to California Government Code 54957.

APPOINTMENT OF PUBLIC EMPLOYEE

Position: Acting/Interim City Attorney

4.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Patricia Nevarez
City Claim No.: 2022-005
Date Filed: 1/27/22
Date of Loss: Various

4.4) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Michael Behen
City Claim No.: 2022-008
Date Filed: 02/09/22
Date of Loss: Various

4.5) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Shanae Smith
City Claim No.: 2022-005
Date Filed: 1/10/22
Date of Loss: Various

4.6) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One.
A point has been reached where, in the opinion of the City on the advice of the City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation against the City. The City believes that the facts and circumstances that might result in litigation against the City are not yet known to a potential plaintiff or plaintiffs.
City Attorney's Office

4.7) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Ricci v. City of Palmdale, et al. Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.8) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 of the California Government Code. Number of Cases: One.

5) ANNOUNCEMENT BY CITY ATTORNEY

All Councilmembers were present and able to participate in all items.

Item 4.1 Conference with Labor Negotiators and Item 4.2 Appointment of Interim City Attorney; the City attorney having previously submitted his resignation and entered into a separation agreement with the City, the City Council has on a 4-1 vote with Councilmember Carrillo dissenting, agreed to appoint Scott Porter Acting City Attorney when the position becomes vacant.

Item 4.3 Conference with Legal Counsel – Anticipated Litigation: Council was provided an update on this matter and provided unanimous direction to staff. There was no further reportable action.

Item 4.4 Conference with Legal Counsel – Anticipated Litigation: Council was provided an update on this matter and provided unanimous direction to staff. There was no further reportable action.

Item 4.5 Conference with Legal Counsel – Anticipated Litigation: Council was provided an update on this matter and provided unanimous direction to staff. There was no further reportable action.

Item 4.6 Conference with Legal Counsel – Anticipated Litigation: Council was provided an update on this matter. There was no further reportable action.

Item 4.7 Conference with Legal Counsel – Existing Litigation: Ricci v. City of Palmdale – Council was provided an update on this matter. There was no further reportable action.

Item 4.8 Conference with Legal Counsel – Anticipated Litigation/Initiation: Council was provided an update on this matter. There was no further reportable action.

6) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the meeting at 6:59 p.m.

7:00 P.M.

Mayor Hofbauer called the meeting to order at 7:04 p.m.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

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

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.

ABSENT: None.

9) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

10) PUBLIC COMMENTS

Michelle Benitez expressed concerns over a citation received for the lack of proper landscaping and the enforcement of water restrictions by water companies. Mayor Hofbauer directed her to Community Compliance Supervisor Gallagher.

11) CONSENT CALENDAR

11.1) Approve Agreement with Garden State Fireworks, Inc. to provide pyrotechnic services at the Palmdale Amphitheater, in an amount not to exceed $125,630 for a three (3) year term with two (2) one-year options. (Staff reference: Director of Parks and Recreation Smith)

Mayor Pro Tem Loa pulled this item for discussion and questioned the fifty percent penalty in the contract for cancelling the event. Deputy Director of Parks and Recreation Dombrowski stated it is standard contract language to protect the vendor.

Motion: Approve Agreement with Garden State Fireworks, Inc. to provide pyrotechnic services at the Palmdale Amphitheater.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

11.2) Approve appropriation of $66,500 from Measure AV unappropriated fund balance for portable handheld radios to be used by Community Compliance Division, comprised of Code Enforcement, Neighborhood Compliance, and Community Service Officers. (Staff Reference: Director of Neighborhood Services Miller - Presented by Community Compliance Coordinator Villa)

Councilmember Bettencourt pulled this item and recused herself. Mayor Hofbauer asked if the handheld radios were for city staff to communicate with the Sheriff's Department and Community Compliance Manager Gallagher confirmed the radios are compatible and will be used by Community Compliance Officers with the Sheriff's Department.

Motion: Approve appropriation of $66,500 from Measure AV unappropriated fund balance for portable handheld radios to be used by Community Compliance Division, comprised of Code Enforcement, Neighborhood Compliance, and Community Service Officers.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop.

12) JOINT BUDGET WORKSHOP PRESENTATION CC/SA/HA/IDA/PAA/PCA/PFA

12.1) Presentation of City of Palmdale Proposed Budget for Fiscal Year 2022-23. (Staff Reference: Director of Finance Samson)

Director of Finance Samson, Interim City Manager Perez, and Director of Neighborhood Services Miller provided a detailed overview of the budget. Mayor Pro Tem Loa directed staff to provide budget books early for Council's review.

Some of the topics discussed were:

- City fund reserves of 30%
- Potential decrease in property values and increase of interest rates for real estate

- Cost of living adjustments for city staff and personnel enhancements
- Capital improvement and transportation projects funded through special revenue funds
- American Rescue Plan Act (ARPA) funds and qualifying uses
- Allocation of Measure AV funds

13) ADJOURN HOUSING AUTHORITY

Mayor Hofbauer adjourned the Housing Authority at 9:08 p.m.

Mayor called for a recess from 9:08 p.m. - 9:18 p.m.

14) WORKSHOP PRESENTATION

14.1) Presentation by NBS regarding Community Facilities District formation. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan introduced Director Sara Mares of NBS who provided a PowerPoint presentation on forming a Community Facilities District.

Mayor Hofbauer asked the difference between a CFD and a Landscape Maintenance District (LMD). Mr. Heffernan stated with the CFD you have the ability to bring in different services and apply it to different projects and the landscape lighting act districts have restrictions for use and a two-thirds vote is required of all the people who live in the district.

Councilmember Carrillo asked if the existing LMD's will remain as LMD's. Director of Public Works Heffernan stated for now, but ultimately, they would like to bring the LMD's down to an imaginable number or bring them into the current Community Facility District (CFD). Councilmember Carrillo asked if it was possible for the property owners of an existing LMD to remain on the LMD and Director of Public Works Heffernan stated it would go to a vote.

There was additional discussion regarding the allocation of LMD funds.

15) APPOINTMENTS

15.1) Approve Reappointments of General Plan Advisory Committee Members. (Staff Reference: City Clerk Smith)

Motion: Approve Reappointments of General Plan Advisory Committee Members. (Staff Reference: City Clerk Smith)
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

16) PUBLIC HEARING

16.1) Public Hearing and Review of Proposed Resolution No. CC 2022-059 for adoption. (Staff Reference: Director of Economic and Community Development Garibay - Presented by Associate Planner Sauder)

Senior Planner Magana read the title of Resolution No. CC 2022-059 and provided a PowerPoint presentation.

RESOLUTION NO. CC 2022-059, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING DENSITY BONUS AGREEMENT 22-002 (A-7912); A REQUEST FOR A DENSITY BONUS AGREEMENT FOR MINOR SITE PLAN REVIEW 22-002; A REQUEST TO CONSTRUCT A MULITPLE-FAMILY RESIDENTIAL DEVELOPMENT LOCATED EAST OF 9TH STREET EAST APPROXIMATELY 100 FEET SOUTH OF EAST AVENUE Q (APN: 3008-040-012)

Mayor Hofbauer opened the Public Hearing.

Jason Zink expressed concerns regarding the project being piecemealed and the lack of sidewalks.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-059.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (4-1)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop.
No: Laura Bettencourt.

16.2) Public Hearing to hear public comments on the Draft 2022-2023 Action Plan and proposed expenditure of Consolidated Plan funds; Review and approve the 2022-2023 Action Plan; and Authorize the City Manager or their designee to make necessary changes and submit the 2022-2023 Action Plan, execute documents related to the submission of the Action Plan and agreements for Sub-Recipients and the Fair Housing Provider. (Staff Reference: Director of Neighborhood Services Miller- Presented by Housing Manager Reyes)

Housing Manager Reyes provided a detailed overview of the staff report.

Mayor Hofbauer opened the Public Hearing.

The following individuals provided public comments:

Jason Zink voiced his support for senior assistance.

Dave Bowman encouraged Council to listen to the constituents and support the seniors.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Approve the recommendations and findings as listed in the staff report.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

16.3) Public Hearing to hear public comments on the Draft HOME-ARP Allocation Plan and the proposed expenditure of HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) funds; Review and approve the HOME-ARP Allocation Plan; and Authorize the City Manager or their designee to make necessary changes and submit the HOME-ARP Allocation Plan, execute documents related to the submission of the HOME-ARP Allocation Plan. (Staff Reference: Director of Neighborhood Services Miller - Presented by Housing Manager Reyes)

Housing Manager Reyes provided a detailed overview of the staff report.

Mayor Hofbauer opened the Public Hearing.

Jason Zink requested that Council survey the seniors to find out their needs.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Approve the recommendations and findings as listed in the staff report. Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

Mayor Pro Tem Loa stated on May 7th in the Los Angeles Times Steve Lopez columnist quoted Congresswoman Karen Bass saying that the solution to the Los Angeles homeless problem was to build a homeless village in the City of Palmdale. Mr. Loa directed Interim City Manager Perez to provide a response on behalf of the city.

17) ADJOURN

Mayor Hofbauer adjourned the meeting at 10:09 p.m. in honor of Sam Spinallo.

PASSED, APPROVED, and ADOPTED this 13th day of July 2022

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

**MINUTES**
**CITY COUNCIL/SA/HA/PCA/PFA CITY HALL**
**COUNCIL CHAMBER**
**38300 SIERRA HIGHWAY, SUITE B**
**PALMDALE, CALIFORNIA**
**JUNE 1, 2022**

**www.cityofpalmdale.org**

5:00 P.M.

1) MAYOR TO CALL MEETINGS TO ORDER

Mayor Pro Tem Loa called the meeting to order at 5:00 p.m.

2) ROLL CALL
MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Laura Bettencourt, Christina Fraga-Saenz.
ABSENT: Steven Hofbauer, Austin Bishop, Phil Denny.

Motion: Excuse the absence of Steven D. Hofbauer, Austin Bishop, Phil Denny.
Moved by Christina Fraga-Saenz, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Christina Fraga-Saenz.
Absent: Steven Hofbauer, Austin Bishop, Phil Denny.

3) PUBLIC COMMENTS

None.

Acting City Attorney Porter and City Clerk Smith provided clarification to Councilmember Bettencourt regarding Zoom public comments and remote attendance for Council.

4) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed all items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Ricci v. City of Palmdale, et al. Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.2) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATIONCV 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).

4.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Shanae Smith
City Claim No.: 2022-005
Date Filed: 1/10/22
Date of Loss: Various

4.4) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Patricia Nevarez
City Claim No.: 2022-005
Date Filed: 1/27/22
Date of Loss: Various

4.5) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Michael Behen
City Claim No.: 2022-008
Date Filed: 02/09/22
Date of Loss: Various

4.6) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Community Development Associates et al. v. City of Palmdale, et al. Los Angeles County Superior Court Case No. 18STCV06968
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.7) CONFERENCE WITH REAL PROPERTY NEGOTIATORS The reason for holding a closed session is for the purpose of obtaining authorization and direction from the City Council regarding the possible acquisition of property interests in the following property, generally located near Avenue M and 10th Street West:

Property Owner: Successor Agency to the Community Redevelopment Agency of the City of Palmdale Property: APN 3128-015-900 & 902City Negotiator: Luis Garibay This closed session is being held pursuant to the authority of California Government Code Section 54956.8. Closed session is recommended because the City Council will be instructing the negotiator regarding terms and conditions, including price, for the possible purchase of the real property identified above.

5) ANNOUNCEMENT BY CITY ATTORNEY

Acting City Attorney Porter confirmed all members were in attendance with the exception of Mayor Hofbauer.

There was no reportable action taken.

6) ADJOURN CLOSED SESSION MEETING

Mayor Pro Tem Loa adjourned the meeting at 6:59 p.m.

7:00 P.M.

Mayor Pro Tem Loa called the meeting to order at 7:00 p.m.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

8) ROLL CALL MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/DIRECTORS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz.
ABSENT: Steven Hofbauer, Phil Denny.

Mayor Pro Tem Loa introduced Acting City Attorney Porter.

9) PRESENTATIONS

9.1) Mayor Pro Tem Loa presented a cute critter available for adoption at the Palmdale Animal Care Center.

9.2) Mayor Pro Tem Loa presented Certificates of Recognition to the 2022 Rancho Vista Queens.

Miss Rancho Vista 2022 Lyn ‘ Aya Gipson
Teen Miss Rancho Vista 2022 Kaylee Crumlish
Jr Miss Rancho Vista 2022 Nichole Wilson
Young Miss Rancho vista 2022 Elexia Jimenez
Little Miss Rancho Vista 2022 Aurora Aguilar
Tiny Miss Rancho Vista 2022 Penelope Avila

9.3) Mayor Pro Tem Loa presented a Proclamation to Chair Jung of the City of Palmdale Human Rights Advisory Committee declaring June as LGBTQ Pride Month in the City of Palmdale.

9.4) Mayor Pro Tem Loa presented a Proclamation to Captain Shaffer declaring June 14th as Flag Day in the City of Palmdale.

9.5) Mayor Pro Tem Loa presented a Proclamation to Edly Atherley, Palmdale Regional Hospital, declaring June 13th – 19th International Men’s Health Week in the City of Palmdale.

9.6) Mayor Pro Tem Loa presented a Proclamation to Fred Thompson declaring June19th as Juneteenth in the City of Palmdale.

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

11) PUBLIC COMMENTS

The following individuals provided public input:

Eugene Hernandez commented on the Uvalde, Texas mass shooting and encouraged repair of McAdam park.

Marisela Gomez provided comments regarding support of all citizens.

Chieyka Twinn and Roschell Cole encouraged city support of funding for the DHF program.

Claudia Taborda, Marcos Alvarez, Ruth Sanchez, Dean Brown, Xavier Flores, Erika Schwerdt, Felix Menendez, Victor Segura, Eduardo, Jorge Perez, Oscar Iraheta, Vladimir Gomez, Melanie Palahnoh, Brenda Avadian, Arthur Calloway, and Alenna Schofield, Basilio Hernandez, and John Parsmyan commented on the distribution of Measure AV funds.

12) HOUSING AUTHORITY CONSENT CALENDAR

12.1) Adopt Resolution No. HA 2022-003, a resolution of the Housing Authority of the City of Palmdale, approving the 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. (Staff Reference: Director Neighborhood Services Miller - Presented by Housing Manager Reyes)

12.2) Receive and File the Annual Financial Report for the year ended June 30th, 2021 for The Housing Authority of the City of Palmdale. (Staff Reference: Director of Finance Samson)

12.3) Approve the minutes from previous meetings. (Staff Reference: Authority Secretary Smith)

HA - March 16, 2022
HA - April 6, 2022

Motion: Approve all items listed on the Consent Calendar.
Moved by Christina Fraga-Saenz, seconded by Juan Carrillo.

Vote: Motion carried (5-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz.

Absent: Steven Hofbauer, Phil Denny

Mayor Pro Tem/Vice Chair Loa adjourned the Housing Authority at this time.

13) CONSENT CALENDAR

13.1) Receive and File the Monthly Investment activity reports for April 2022. (Staff Reference: Director of Finance Samson)

13.2) Approve agreement with Turner Consulting and Actuarial, LLC., to provide actuarial services in an amount not to exceed $ 111,000.00 for a three (3) year term with the option to extend for two (2) additional years. (Staff Reference: Director of Finance Samson)

13.3) Receive and File the Annual Financial Reports for the year ended June 30th, 2021 for the Palmdale Civic Authority, the Palmdale Financing Authority, and the Palmdale Community Foundation. (Staff Reference: Director of Finance Samson)

13.4) Approve the City of Palmdale's 2022 Five-Year Capital Improvement Plan. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.5) Adopt Resolution No. CC 2022-039, a Resolution of the City Council of the City of Palmdale of intention to continue assessments for Fiscal Year 2022/2023, preliminarily approving the annual Engineer's Report and providing for Notice of Hearing for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.6) Adopt Resolution No. CC 2022-040, a Resolution of the City Council of the City of Palmdale of intention to continue assessments for Fiscal Year 2022/2023, preliminarily approving the annual Engineer's Reports and providing for Notice of 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. (Staff Reference: Director of Public Works Heffernan)

13.7) Adopt Resolution No. CC 2022-060, a Resolution of the City Council of the City of Palmdale declaring it's intention to establish a community facilities district and to authorize the levy of special tax therein for citywide maintenance and services. (Staff Reference: Director of Public Works Heffernan)

13.8) Notice of Completion - Accept Public Improvements for Palmdale Senior Living located at West Rancho Vista Boulevard & Town Center Drive. (Staff Reference: Director of Public Works Heffernan)

Mayor Pro Tem Loa pulled this item for discussion. Director of Public Works Heffernan provided a brief overview of the Palmdale Senior Living project.

Motion: Accept Public Improvements for Palmdale Senior Living located at West Rancho Vista Boulevard & Town Center Drive.
Moved by Richard J Loa, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

13.9) Authorize Purchase Order No. 20220479 with Generac Power Systems, Inc. for PN 804, Emergency Generator, in the amount of $109,904. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.10) Approve Amendment No. 2 for PN 826, the Palmdale Regional Recreation Complex, with Barker Rinker Seacat Architecture in the amount of $20,280. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.11) Award construction agreement with Manhole Adjusting Inc. for PN 847, 2022 Local Street & Minor Arterial Resurfacing Project, in the amount of $6,937,785.50 for a term of 60 working days from the date of the Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Mayor Pro Tem Loa pulled this item for discussion of expenses. Director of Public Works Heffernan, Deputy Director of Public Works Glidden, and the Contractor provided clarification on expenses.

Motion: Award construction agreement with Manhole Adjusting Inc. for PN 847, 2022 Local Street & Minor Arterial Resurfacing Project.
Moved by Austin Bishop, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

13.12) Adopt Resolution No. CC 2022-054, a Resolution of the City Council of the City of Palmdale to adopt a list of projects for Fiscal Year 2022-2023 to be funded by SB 1: The Road Repair and Accountability Act of 2017. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.13) Adopt Resolution No. CC 2022-068, a Resolution of the City Council of the City of Palmdale declaring its intention to conduct a public hearing to consider the vacation of a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14) and the reservation of the utility easements therein. (Staff Reference: Director of Public Works Heffernan)

Mayor Pro Tem Loa pulled this item for discussion on the electrical charging station. Councilmember Bishop recused himself and left the dais. Director of Public Works Heffernan stated this project is a street vacation to accommodate the installation.

Motion: Adopt Resolution No. CC 2022-068.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer.

Mayor Pro Tem Loa recessed the meeting at 8:50 p.m. - 9:00 p.m.

13.14) Approve 32 fireworks booth permits for non-profit organizations. (Staff Reference: Director of Economic and Community Development Garibay)

13.15) Approve Cost-Sharing Agreement between the City of Palmdale and the Antelope Valley Mall, LLC/CBRE and Harris AVM, LLC for a reimbursement amount of $120,000 for the three (3) year term of the agreement. (Staff Reference: Director of Neighborhood Services Miller - Presented by Neighborhood Services Specialist Nichols)

13.16) Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

CC - April 20, 2022
CC/SA - May 4, 2022

Motion: Approve the items listed on the Consent Calendar except for 13.8, 13.11, and 13.13.
Moved by Austin Bishop, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14) PUBLIC HEARING

14.1) Public Hearing to hear public comments and review proposal to amend the 2019-2020 Action Plan to reprogram Community Development Block Grant COVID (CDBG-CV) funds in the amount of $207,510 from the Economic Opportunity Program CV and $23,990 from the Mortgage Assistance CDBG CV to SAVES CV in the amount of $231,500. (Staff Reference: Director of Neighborhood Services Miller - Presented by Housing Manager Reyes)

Director of Neighborhood Services Miller provided a detailed overview of this item and reported $24,000 was provided for mortgage assistance. Staff to provide available fund amounts to City Council in July 2022.

Mayor Pro Tem Loa opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Approve the recommendations and findings as listed in the staff report. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

15) APPOINTMENTS

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

Motion: Approve Reappointment to the Board of Library Trustees.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

15.2) Approve Reappointments of Planning Commissioners to the Planning Commission. (Staff Reference: City Clerk Smith)

Table item to the 6/15/2022 City Council meeting.

Motion: Table this item to the 6/15/22 City Council Meeting.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

15.3) Approve Reappointments to the Mobile Home Park Rental Review Board. (Staff Reference: City Clerk Smith)

Motion: Approve Reappointments to the Mobile Home Park Rental Review Board.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

16) NEW BUSINESS

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

This item was tabled to the 6/15/2022 City Council meeting.

16.2) Discuss potential amendment to Palmdale Municipal Code Section 2.08.040 regarding regular meetings, including meeting times, public comment periods, and meeting organization.

Motion: Table this item to the June 15, 2022 meeting. Direct staff to conduct an online survey to run for sixty days, providing residents with an opportunity to offer feedback regarding day/time of City Council meetings.

Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

16.3) Adopt Resolution Nos. CC 2022-056, CC 2022-057, and CC 2022-058 Initiating the Tuesday, November 8, 2022 City of Palmdale City Council General Municipal Election. (Staff Reference: City Clerk Smith)

City Clerk Smith provided a brief overview of the staff report.

Motion: Adopt Resolution Nos. CC 2022-056, CC 2022-057, and CC 2022-058. Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

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

17.1) COMMITTEE MEMBERSHIPS.

- ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT - Councilmember Bishop announced the AVAQMD is providing money to businesses and local organizations that have older vehicles or equipment that is polluting the air.
- CALIFORNIA CONTRACT CITIES ASSOCIATION - Councilmember Carrillo attended the meeting and stated housing policies were discussed.
- LOS ANGELES COUNTY SANITATION DISTRICT - Mayor Pro Tem Loa attended the meeting.
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL COUNCIL - Councilmember Carrillo reported attending the annual conference.

Councilmember Bishop attended Fire Service Day, ribbon cutting on Juice It Up, city townhall meeting, Sheriff Boosters Casino Night, ribbon cutting for Silver Depot, International Conference of Shopping Centers (ICSC) convention, AV Edge event, Visit Palmdale Board meeting, and Healing and Honor Field event.

Mayor Pro Tem Loa attended the Healing and Honor Field event, Palmdale Sheriff Boosters meeting, Homes 4 Families event, lunch meeting with the hospital, Deputy Hammack remembrance event, Sheriff Boosters Casino Night, and International Conference Shopping Center (ICSC), AV Edge Economic Summit, Press Conference regarding fireworks, and the radio talk show

Councilmember Bettencourt encouraged people to vote.

17.2) MEETINGS ATTENDED AT PUBLIC EXPENSE

18) CITY MANAGER'S REPORT

Interim City Manager Perez reported the following:

- The Healing and Honor Field was a great effort by staff and received tremendous turn out from the community
- The opening day of Dry Town took place this weekend and there was a good attendance from the community
- There is a strong line up for the amphitheater, kicking off with the U.S. Airforce Band on June 25th
- The City's Communication Department will be working with Palmdale Water District and Los Angeles County Waterworks as the requirement for preserving water is rolled out
- The city is stepping up the graffiti abatement campaign
- Announced the retirement of John Mlynar, PIO/Communications Manager

Councilmember Bettencourt stated a conversation is needed in a future meeting addressing city ordinances related to landscaping and watering restrictions. Interim City Manager Perez stated part of the effort will be to make sure citizens are not being improperly sited.

19) CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS

Councilmember Carrillo requested clarification on the voting for items where two councilmembers must recuse themselves. Acting City Attorney Porter stated he would provide a memo to Council.

20) Adjournment.

Mayor Pro Tem Loa adjourned the meeting at 10:05 p.m. to June 15, 2022 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 13th day of July 2022.

_____

Steven D. Hofbauer, Mayor

ATTEST:

_____

Shanae S. Smith, City Clerk

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **CITY MANAGER'S OFFICE – FINANCE DIVISION**

**DISTRICT:** **ALL**

**SUBJECT:** **RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY REPORTS FOR MAY 2022.**

## ISSUE

Receive and file the monthly investment activity reports for May 2022.

## RECOMMENDATION

Staff recommends that the City Council accept the monthly investment activity report for City of Palmdale and Successor Agency for May 2022.

## BACKGROUND

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

The monthly and quarterly reports provide a synopsis of the investment activity for the City of Palmdale and Successor Agency. The reports provide information on assets, allocations, average maturities, yields, and book valuations.

The interest rates presented are the most current rates available as of the date of this report.

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

## DISCUSSION

Compliance with Investment Policy

For May, the invested portfolio amount for the City of Palmdale totaled $256,831,880, a decrease of $2,295,095 from the previous month, and an increase of $68,293,906 in comparison to last year. The decrease in overall portfolio balance from the prior month is due to maturities of investments that occurred during the month.

The par value of Successor Agency's portfolio as of May was $11,495,636. The balance decreased by $350,756 from the last month due to operating expenditures paid out during the month.

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

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

Liquidity

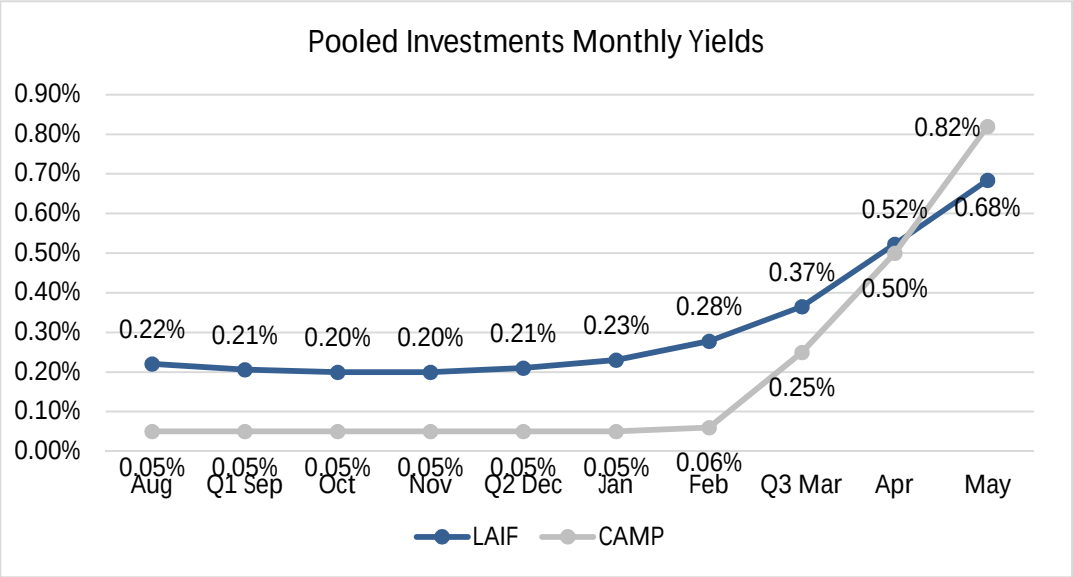
One core approach the Finance Division focuses on, is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Department is currently investing in two pooled funds, LAIF and CAMP. These are intended for the daily operational activities, used for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

Total LAIF balance for the City of Palmdale at the end of May is $85,077,206, no changes compared to the prior month.

Successor Agency LAIF balance at the end of May was $3,700,688, no changes from the previous month.

CAMP's balance for City of Palmdale is $249,087 compared to April's balance of $248,914. The slight increase is due to interest received during the month.

The interest rates presented are the most current rates available as of the date of this report. As of May 31, 2022, the interest rates for LAIF and CAMP investments were at .684 percent and .82 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of April were at .523 percent and .50 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 0.315 percent and 0.05, respectively.




The chart above shows both the Local Agency Investment Fund and California Asset Management Program's average monthly yields beginning July 2021 through May 2022, the graph depicts the decline last year and the incline in rates from February through May 2022 of the current year.

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

<u>Diversity</u>

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

City of Palmdale and Successor Agency's investment portfolios remain strongly diversified. The monthly reports include all investments held by both entities and current book values as of May 31, 2022.

It is anticipated that both the City of Palmdale and Successor Agency will have sufficient moneys to meet its expenditure requirements for the next 6 months as we continue to monitor any financial impact due to the Coronavirus pandemic.

Attached are summaries of the investments on the City of Palmdale and Successor Agency's books as of May 31, 2022.

## FISCAL IMPACT

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

## STRATEGIC PLAN

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

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

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

| | |
|---|---|
| Prepared by: | Gohar Avetisyan, Financial Analyst |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

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

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022
**CITY OF PALMDALE INVESTMENTS**

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT/ INSTITUTION | FDIC Number | INTEREST RATE | PAR AMOUNT | PURCHASE AMOUNT | INVESTED AMOUNT |
|---|---|---|---|---|---|---|---|---|
| **U.S. TREASURY SECURITIES** | | | | | Yield | | | |
| 05-31-19 | 04-30-24 | CITY | 9128286R6 U.S. Treasury Note | | 2.03 | 5,000,000.00 | 5,051,650.00 | 5,256,640.00 |
| 01-19-21 | 05-31-23 | CITY | 9128284S6 U.S. Treasury Note | | 2.75 | 2,815,000.00 | 2,985,994.41 | 2,950,035.55 |
| 03-19-21 | 12-31-25 | CITY | 9128285T3 U.S. Treasury Note | | 2.63 | 3,000,000.00 | 3,260,634.36 | 3,244,110.00 |
| 05-11-21 | 02-28-26 | CITY | 9128286F2 U.S. Treasury Note | | 0.66 | 3,000,000.00 | 3,261,331.50 | 3,231,330.00 |
| 05-11-21 | 12-31-24 | CITY | 9128283P3 U.S. Treasury Note | | 0.40 | 3,000,000.00 | 3,200,040.56 | 3,175,080.00 |
| 06-04-21 | 12-31-22 | CITY | 912828N30 U.S. Treasury Note | | 0.05 | 3,000,000.00 | 3,097,665.56 | 3,087,420.00 |
| 06-04-21 | 12-31-23 | CITY | 912828V23 U.S. Treasury Note | | 0.20 | 4,000,000.00 | 4,210,026.50 | 4,188,600.00 |
| 07-12-21 | 12-31-23 | CITY | 9128285U0 U.S. Treasury Note | | 2.63 | 5,000,000.00 | 5,294,239.83 | 5,294,239.83 |
| 07-12-21 | 12-31-25 | CITY | 9128285T3 U.S. Treasury Note | | 2.63 | 5,000,000.00 | 5,456,238.24 | 5,456,238.24 |
| 07-12-21 | 12-31-23 | CITY | 912828V23 U.S. Treasury Note | | 2.25 | 5,000,000.00 | 5,247,829.98 | 5,247,829.98 |
| 12-17-21 | 12-15-23 | CITY | 91282CBA8 U.S. Treasury Note | | 0.56 | 10,000,000.00 | 9,913,130.25 | 9,913,198.93 |
| 12-17-21 | 12-15-24 | CITY | 91282CDN8 U.S. Treasury Note (UBS) | | 0.85 | 10,000,000.00 | 10,045,505.25 | 10,046,054.70 |
| 12-22-21 | 12-15-23 | CITY | 91282CBA8 U.S. Treasury Note | | 0.56 | 5,000,000.00 | 4,957,270.88 | 4,957,391.07 |
| 12-22-21 | 12-15-24 | CITY | 91282CDN8 U.S. Treasury Note | | 0.88 | 5,000,000.00 | 5,018,208.38 | 5,019,169.92 |
| 12-20-21 | 12-15-24 | CITY | 91282CDN8 U.S. Treasury Note (Stifel) | | 1.00 | 5,000,000.00 | 5,017,187.50 | 5,018,011.68 |
| | | | **TOTAL U.S. TREASURY SECURITIES** | | | $ 73,815,000.00 | $ 76,016,953.20 | $ 76,085,349.90 |
| **GOVERNMENT AGENCY PAPER** | | | | | | | | |
| 06-05-19 | 06-05-23 | CITY | 3133EKPT7 Fed Farm Credit Bk | | 2.13 | 5,000,000.00 | 5,008,600.00 | 5,178,913.05 |
| 06-10-20 | 06-16-25 | CITY | 3133ELK37 Federal Farm Credit | | 0.78 | 5,000,000.00 | 5,000,000.00 | 5,000,332.40 |
| 08-07-20 | 05-06-24 | CITY | 3133EL2X1 Federal Farm Credit | | 0.42 | 2,000,000.00 | 2,000,000.00 | 1,985,613.10 |
| 08-27-20 | 11-27-24 | CITY | 3134GWNG7 Freddie Mac Domestic | | 0.50 | 2,000,000.00 | 2,000,000.00 | 1,998,606.02 |
| 04-01-21 | 04-01-25 | CITY | 3133EMUP5 Fed Farm Credit | | 0.71 | 5,000,000.00 | 5,000,000.00 | 5,001,585.95 |
| 05-11-21 | 09-04-25 | CITY | 3133EJYM5 FFCB Bond | | 0.59 | 1,000,000.00 | 1,103,275.25 | 1,094,660.00 |
| 05-11-21 | 09-04-25 | CITY | 3133EJYM5 FFCB Bond 0.57 | | 0.57 | 2,000,000.00 | 2,208,460.00 | 2,189,320.00 |
| 06-04-21 | 11-07-25 | CITY | 3135G06G3 Fannie Mae | | 0.55 | 3,000,000.00 | 2,993,675.25 | 2,967,390.00 |
| 06-04-21 | 08-01-24 | CITY | 3130AMHH8 FHLB NOTE | | 0.41 | 4,000,000.00 | 4,000,000.00 | 3,979,555.16 |
| 06-07-21 | 06-07-24 | CITY | 3130AMQR6 FHLB NOTE | | 0.35 | 3,000,000.00 | 3,000,000.00 | 2,986,755.36 |
| 06-30-21 | 12-30-25 | CITY | 3130AMRQ7 FHLB NOTE | | 0.88 | 3,000,000.00 | 3,000,000.00 | 2,981,324.28 |
| 07-29-21 | 04-29-26 | CITY | 3130AN5C0 FHLB NOTE | | 1.05 | 4,000,000.00 | 4,010,455.13 | 4,010,455.13 |
| 12-17-21 | 11-12-25 | CITY | 3134GXBM5 FHLMC Note | | 1.15 | 1,150,000.00 | 1,125,785.50 | 1,126,456.33 |
| 12-17-21 | 12-30-24 | CITY | 3130AQDY6 FHLB | | 1.00 | 6,750,000.00 | 6,750,000.00 | 6,750,000.00 |
| 12-17-21 | 06-23-25 | CITY | 3133ENHW3 FFCB | | 1.17 | 10,000,000.00 | 10,000,000.00 | 10,000,000.00 |
| 12-20-21 | 07-30-25 | CITY | 3136G4ZP1 FANNIE MAE | | 0.65 | 3,500,000.00 | 3,444,175.00 | 3,453,085.42 |
| 12-20-21 | 09-24-25 | CITY | 3134GWUG9 FREDDIE MAC | | 0.57 | 10,000,000.00 | 9,806,600.00 | 9,820,375.00 |
| 12-21-21 | 12-22-26 | CITY | 3133ENJC5 FFCB | | 1.29 | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 |
| 01-14-22 | 01-14-25 | CITY | 3130AQEA7 FHLB | | 1.05 | 7,000,000.00 | 7,000,000.00 | 7,000,000.00 |
| | c = callable | | | | | | | |
| | | | **TOTAL GOVERNMENT AGENCY PAPER** | | | $ 82,400,000.00 | $ 82,451,026.13 | $ 82,524,427.20 |
| **CERTIFICATES OF DEPOSIT** | | | | | | | | |
| 05-10-18 | 05-10-23 | CITY | 61747MX30 Morgan Stanley Bank Na | 32992 | 3.15 | 245,000.00 | 245,000.00 | 258,447.32 |
| 05-11-18 | 05-11-23 | CITY | 87164WWF1 Synchrony Bank | 27314 | 3.15 | 245,000.00 | 245,000.00 | 258,465.69 |
| 05-11-18 | 05-11-23 | CITY | 17312QL23 Citibank Na | 7213 | 3.15 | 245,000.00 | 245,000.00 | 258,465.69 |
| 05-15-18 | 05-15-23 | CITY | 20033AYE0 Comenity Capital Bank | 57570 | 3.10 | 245,000.00 | 245,000.00 | 258,255.73 |
| | | | **TOTAL CERTIFICATES OF DEPOSIT** | | | $ 980,000.00 | $ 980,000.00 | $ 1,033,634.43 |

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **CORPORATE NOTES** | | | | | | | |
| 03-10-20 | 03-01-23 | CITY | 30231GAR3 Exxon Mobil | 2.73 | 1,000,000.00 | 1,045,330.00 | 1,035,276.25 |
| 03-10-20 | 11-03-22 | CITY | 594918BH6 Microsoft Corp | 2.65 | 1,000,000.00 | 1,047,870.00 | 1,028,648.84 |
| 03-10-20 | 01-13-23 | CITY | 037833DE7 Apple Inc | 2.40 | 1,000,000.00 | 1,041,800.00 | 1,032,294.50 |
| 03-10-20 | 12-14-22 | CITY | 92826CAC6 VISA Inc | 2.80 | 1,500,000.00 | 1,572,135.00 | 1,549,706.22 |
| 06-10-20 | 04-15-23 | CITY | 30231GBL5 Exxon Mobil Corp | 1.75 | 5,000,000.00 | 5,000,000.00 | 5,110,650.00 |
| 06-10-20 | 05-11-23 | CITY | 166764BV1 Chevron Corp | 1.14 | 2,075,000.00 | 2,075,000.00 | 2,105,595.85 |
| | | | **TOTAL CORPORATE BONDS** | | $ 11,575,000.00 | $ 11,782,135.00 | $ 11,862,171.66 |
| **STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND** | | | | | | | |
| 09-01-84 | n/a | CITY ACCOUNT | 98-19-620 | 0.78 | 30,118,304.25 | 30,118,304.25 | 30,118,304.25 |
| 06/23/08 | n/a | PCA ACCOUNT | 40-19-060 | 0.78 | 37,234,403.09 | 37,234,403.09 | 37,234,403.09 |
| | n/a | ARPA ACCOUNT | 19-19-004 | 0.78 | 17,724,498.78 | 17,724,498.78 | 17,724,498.78 |
| | | | **TOTAL LAIF ACCOUNTS** | | $ 85,077,206.12 | $ 85,077,206.12 | $ 85,077,206.12 |
| **CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM** | | | | | | | |
| 6080-01 | n/a | CITY ACCOUNT | 6080-01 | 0.30 | 249,087.46 | 249,087.46 | 249,087.46 |
| | | | **TOTAL CAMP ACCOUNTS** | | $ 249,087.46 | $ 249,087.46 | $ 249,087.46 |
| **UBS FINANCIAL SERVICES** | | | | | | | |
| n/a | n/a | CITY ACCOUNT | | 0.00 | 3.37 | 3.37 | 3.37 |
| | | | **TOTAL UBS FINANCIAL SERVICES ACCOUNTS** | | $ 3.37 | $ 3.37 | $ 3.37 |
| | | | **TOTAL CITY INVESTMENTS** | | $ 254,096,296.95 | $ 256,556,411.28 | $ 256,831,880.14 |

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022

## LIBRARY INVESTMENTS

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT NUMBER | INTEREST RATE | INVESTED AMOUNT |
|---|---|---|---|---|---|
| **STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND** | | | | | |
| 11-20-84 | n/a | LIBRARY | 16-19-012 | 0.78 | 12,463.81 |
| | | | **TOTAL LIBRARY INVESTMENTS** | | $ 12,463.81 |

## FISCAL AGENT CASH

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT NUMBER | INTEREST RATE | INVESTED AMOUNT |
|---|---|---|---|---|---|
| BOND PROCEEDS | | | | | |
| **SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1** | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | |
| 05-10-95 | n/a | BOND | 95421220 | 0.01 | 106.62 |
| 05-10-95 | n/a | IMPROVEMENT | 95421222 | 0.01 | 154,944.89 |
| City Held Cash | (Fund 736-114000) | ($255,912.67) | | | |
| | | | **TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1** | | $ 155,051.51 |
| BOND PROCEEDS | | | | | |
| **RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1** | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | |
| 04-06-95 | n/a | RESERVE-SEN | 95420880 | n/a | 0.00 |
| 04-06-95 | n/a | IMPV-ACQUI | 95420884 | 0.01 | 2,585,476.29 |
| 04-06-95 | n/a | BOND | 95420887 | 0.00 | 0.15 |
| City Held Cash | (Fund 738-114000) | ($1,000,675.82) | | | |
| | | | **TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1** | | $ 2,585,476.44 |
| BOND PROCEEDS | | | | | |
| **ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1** | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | |
| 08-01-19 | n/a | SP TAX - B BOND | 242969000 | 0.00 | 19.33 |
| 08-01-19 | n/a | RESERVE | 242969003 | 0.00 | 722,956.72 |
| 08-01-19 | n/a | SP TAX - REFUNDING BC | 242969004 | 0.01 | 15,149.33 |
| 08-01-19 | n/a | SP TAX - REFUNDING BC | 242969005 | 0.01 | 300.42 |
| City Held Cash | (Fund 734-114000) | $900,917.97 | | | |
| | | | **TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1** | | $ 738,425.80 |

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022

BOND PROCEEDS
**2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER)**
Fiscal Agent: U.S. Bank National Association (fka First Trust)

| | | | | | |
|---|---|---|---|---|---|
| 08-02-05 | n/a | SPEC TRB SER A/B | 790330000 | 0.01 | 0.00 |
| 08-02-05 | n/a | RESERVE FUND | 790330002 | 0.01 | 0.00 |

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

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

BOND PROCEEDS
**2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021**
Fiscal Agent: U.S. Bank National Association (fka First Trust)

| | | | | | |
|---|---|---|---|---|---|
| | n/a | SPEC TRB SER A/B | 251009000 | 0.01 | 19.38 |
| | n/a | RESERVE FUND | 251009001 | 0.01 | 639,066.50 |

City Held Cash

**TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021** $ 639,085.88

BOND PROCEEDS
**2006-1 Godde Hill Estate Sewer Improvements LOIB**
Fiscal Agent: U.S. Bank National Association (fka First Trust)

| | | | | | |
|---|---|---|---|---|---|
| 11-08-06 | n/a | REDEMPTION FUND | 106844000 | 0.01 | 45,336.48 |
| 11-08-06 | n/a | ADM EXP | 106844002 | 0.01 | 1,594.42 |
| 11-08-06 | n/a | RESERVE FUND | 106844003 | 0.01 | 99,752.54 |

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

**TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB** $ 146,683.44

BOND PROCEEDS
**2007 $19.9M COP Power Plant Land Acquisition**
Fiscal Agent: U.S. Bank National Association (fka First Trust)

| | | | | | |
|---|---|---|---|---|---|
| 04-12-07 | n/a | LEASE PAYMENT | 112055000 | 0.01 | 0.00 |
| 04-12-07 | n/a | RESERVE FUND | 112055001 | 0.00 | 0.00 |

**TOTAL 2007 $19.9M COP Power Plant Land Acquisition** $ -

BOND PROCEEDS
**2007 $6.5M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER)**
Fiscal Agent: U.S. Bank National Association (fka First Trust)

| | | | | | |
|---|---|---|---|---|---|
| 08-23-07 | n/a | BOND FUND | 117856000 | 0.01 | 0.00 |
| 08-23-07 | n/a | RESERVE FUND | 117856002 | 0.01 | 0.00 |

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

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022
**FISCAL AGENT CASH**

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT NUMBER | INTEREST RATE | INVESTED AMOUNT |
|---|---|---|---|---|---|
| BOND PROCEEDS | | | | | |
| **2012 PFA $8.7M LEASE REVENUE BONDS** | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | |
| 12-19-12 | n/a | REVENUE FD | 201546000 | 0.00 | 0.33 |
| 12-19-12 | n/a | INTEREST ACCOUNT | 201546001 | n/a | 0.00 |
| 12-19-12 | n/a | PRINCIPAL ACCOUNT | 201546002 | n/a | 0.00 |
| | | **TOTAL 2012 PFA $8.7M LEASE REVENUE BONDS** | | | $ 0.33 |
| **2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW** | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | |
| 10-11-13 | n/a | ESCROW FUND | 206455000 | 0.00 | 2,979,512.24 |
| | | **TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW** | | | $ 2,979,512.24 |
| **2015 HA DEBT SERVICE RESERVE** | | | | | |
| Fiscal Agent: Bank of America | | | | | |
| 11-19-15 | n/a | DEBT SVC RESERVE | 1257964992 | 0.08 | 39,146.92 |
| | | **TOTAL 2015 HA DEBT SERVICE RESERVE** | | | $ 39,146.92 |
| **PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND** | | | | | |
| 05-23-18 | n/a | CITY | 104790895775 Public Agency Retirement Services | 2.60 | 6,535,062.10 |
| | | **TOTAL PARS PENSION TRUST FUND** | | | $ 6,535,062.10 |
| BOND PROCEEDS | | | | | |
| **2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS** | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | |
| 09-03-15 | n/a | BOND FUND | 277067000 | 0.00 | 191,812.00 |
| 09-03-15 | n/a | INTEREST ACCT | 277067001 | 0.01 | 7.06 |
| 09-03-15 | n/a | BOND RESERVE | 277067003 | 0.00 | 281,021.95 |
| 09-03-15 | n/a | REPAIR & REPLACE FUN | 277067004 | 0.00 | 1,122,022.14 |
| | | **TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS** | | | $ 1,594,863.15 |

BOND PROCEEDS

**2017 PFA $17.4M LEASE REVENUE BONDS**

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 04-05-17 | n/a | REVENUE FUND | 271128000 | 0.00 | | 0.60 |
| 04-05-17 | n/a | PRINCIPAL ACCT | 271128002 | n/a | | 0.00 |
| | | | **TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS** | | $ | 0.60 |
| | | Total City Held Cash (XXX-114000) | $516,817.13 | | | |
| | | | **GRAND TOTAL - FISCAL AGENT CASH** | | $ | 14,774,222.53 |

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022
**SUMMARY OF CASH AND INVESTMENTS**


| | | | | |
|---|---|---|---|---|
| Cash on Hand | | | $ | 27,534,190 |
| Pooled Cash Investments | | | | |
| City: | $ | 246,950,909 | | |
| Insur Fund: | | $9,880,972 | $ | 256,831,881 |
| Library Investments | | | | $12,464 |
| Subtotal | | | $ | 284,378,535 |
| City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash | | | $ | 14,774,223 * |
| Grand total | | | $ | 299,152,758 |

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of May 31, 2022.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022
CITY OF PALMDALE

**POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES**
May 31, 2022

| TRANSACTION DATE | DEPOSIT | WITHDRAWAL | INTEREST RECEIVED | BALANCE |
|---|---|---|---|---|
| **CITY ACCOUNT 98-19-620** | | | | |
| Beginning Balance | | | | $ 30,118,304.25 |
| | | $ - | | |
| Subtotal | $ - | $ - | $ - | $ 30,118,304.25 |
| **PCA ACCOUNT 40-19-060** | | | | |
| Beginning Balance | | | | $ 37,234,403.09 |
| | | $ - | | |
| Subtotal | $ - | $ - | $ - | $ 37,234,403.09 |
| **LIBRARY ACCOUNT 16-19-012** | | | | |
| Beginning Balance | | | | $ 12,463.81 |
| | | $ - | | |
| Subtotal | $ - | $ - | $ - | $ 12,463.81 |
| **ARPA ACCOUNT 19-19-004** | | | | |
| Beginning Balance | | | | $ 17,724,498.78 |
| | | $ - | | |
| Subtotal | $ - | $ - | $ - | $ 17,724,498.78 |
| **CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM** | | | | |
| Beginning Balance | | | | $ 248,914.15 |
| 05/31/22 | | $ - | $ 173.31 | |
| Subtotal | $ - | $ - | $ 173.31 | $ 249,087.46 |
| **UBS Financial Services** | | | | |
| Beginning Balance | | | | $ 21,003.33 |
| 04/30/22 | | $ (31,950.00) | $ 10,950.04 | |
| Subtotal | $ - | $ (31,950.00) | $ 10,950.04 | $ 3.37 |
| Total | $ - | $ (31,950.00) | $ 11,123.35 | $ 85,338,760.76 |

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022
CITY OF PALMDALE

**POOLED CASH - INVESTMENTS MATURED OR CALLED**
May 31, 2022

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

| ISSUER | | PURCHASE DATE | MATURITY DATE | REDEMPTION DATE | FACE VALUE REDEEMED | INTEREST RECEIVED | NET FUNDS | INVESTED AMOUNT | GAIN/ (LOSS) |
|---|---|---|---|---|---|---|---|---|---|
| 05580AMR2 Bmw Bank North Ame | CD | 05-11-18 | 05-11-22 | 05-11-22 | 245,000.00 | $ 3,584.05 | $ 248,584.05 | 251,143.62 | ($6,143.62) |
| 86063QAN5 Stifel Bank & Trust | CD | 05-15-18 | 05-16-22 | 05-16-22 | 245,000.00 | $ 593.03 | $ 245,593.03 | 250,964.53 | ($5,964.53) |
| 29278TBF6 Enerbank Usa | CD | 05-18-18 | 05-18-22 | 05-18-22 | 245,000.00 | $ 594.04 | $ 245,594.04 | 251,216.88 | ($6,216.88) |
| 02587CFM7 American Express Bk | CD | 05-31-17 | 05-31-22 | 05-31-22 | $ 245,000.00 | $ 2,915.84 | $ 247,915.84 | 250,250.84 | ($5,250.84) |
| 51210SMT1 Lakeside Bank | CD | 06-01-17 | 05-31-22 | 05-31-22 | $ 245,000.00 | $ 832.32 | $ 245,832.32 | 249,319.60 | ($4,319.60) |
| 037833BF6 Apple Inc | CB | 03-10-20 | 05-13-22 | 05-13-22 | $ 1,000,000.00 | $ 13,500.00 | $ 1,013,500.00 | 1,021,372.65 | ($21,372.65) |
| | | | | | $ 2,225,000.00 | $ 22,019.28 | $ 2,247,019.28 | $ 2,274,268.12 | ($49,268.12) |

Total Number of Transactions: 6

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022
CITY OF PALMDALE

**POOLED CASH - INVESTMENTS PURCHASED**
May 31, 2022

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

| ISSUER | PURCHASE DATE | MATURITY DATE | FACE VALUE | PREMIUM / (DISCOUNT) | PURCHASE PRICE | ACCRUED INTEREST PURCHASED | NET PURCHASE | Yield |
|---|---|---|---|---|---|---|---|---|
| | | | | $ - | | $ - | | |
| | | | $ - | $ - | $ - | $ - | $ - | |

Total Number of Transactions: 0

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 2022

**5/31/2022**

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT/ INSTITUTION | INTEREST RATE | INVESTED AMOUNT | TOTAL |
|---|---|---|---|---|---|---|
| **STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND** | | | | | | |
| 09-01-84 | n/a | SA ACCOUNT | 65-19-035 | 0.78 | 3,700,687.94 | |
| TOTAL LAIF ACCOUNTS | | | | | | $ 3,700,687.94 |
| | | | **FISCAL AGENT CASH** | | | |
| BOND PROCEEDS | | | | | | |
| **CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)** | | | | | | |
| Fiscal Agent: U.S. Bank National Association | | | | | | |
| 08-20-02 | n/a | RESERVE FUND | 94460700 | 0.01 | 527,753.19 | |
| 08-20-02 | n/a | INTEREST ACCT | 94460701 | 0.01 | 28.91 | |
| 08-20-02 | n/a | PRINCIPAL ACCT | 94460702 | 0.01 | 0.15 | |
| TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25) | | | | | | $ 527,782.25 |
| BOND PROCEEDS | | | | | | |
| **2016 SA $31.5M Tax Allocation Refunding Bonds Series A** | | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | | |
| 04-26-16 | n/a | DEBT SERVICE | 245113000 | 0.00 | 1.29 | |
| 04-26-16 | n/a | INTEREST ACCT | 245113001 | N/A | 0.00 | |
| TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A | | | | | | $ 1.29 |
| GRAND TOTAL - FISCAL AGENT CASH | | | | | | $527,784 |

**SUMMARY OF CASH AND INVESTMENTS**

| | | |
|---|---|---|
| Cash on Hand | $ | 7,267,164 |
| Pooled Cash Investments | $ | 3,700,688 |
| Successor Agency Fiscal Agent Cash | $ | 527,784 |
| Grand total | $ | 11,495,636 |

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of May 31, 2022.

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

**POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)**
May 31, 2022

| TRANSACTION DATE | DEPOSIT | WITHDRAWAL | INTEREST RECEIVED | BALANCE |
|---|---|---|---|---|
| **SA ACCOUNT 65-19-035** | | | | |
| Beginning Balance | | | | $ 3,700,687.94 |
| Subtotal | $ - | $ - | $ - | $ 3,700,687.94 |

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

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

**DISTRICT:** **ALL**

**SUBJECT:** **APPROVE ON-CALL ENVIRONMENTAL CONSULTING SERVICES AGREEMENT WITH PACIFIC EDGE ENGINEERING, INC. IN THE AMOUNT OF $300,000 OVER A PERIOD OF THREE (3) YEARS**

## ISSUE

Approve on-call environmental consulting services agreement with Pacific Edge Engineering, Inc. in the amount of $300,000 over a period of three (3) years.

## RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreements No. A-7960, with Pacific Edge Engineering, Inc., in the amount of $300,000.
2. Authorize the City Manager, or their designee, to execute the Ongoing Consultant Services Agreement with Pacific Edge Engineering, Inc., including making minor and/or non-substantive changes.

## BACKGROUND

The City routinely administers service agreements with consultants that specialize in various professional disciplines including but not limited to environmental consulting services. These firms are utilized to perform specialized services on an as-needed basis for various city projects and special studies, excluding specific high-risk projects. Through an open and competitive consultant selection process, the City solicited Requests for Qualifications (RFQs) for environmental consulting services and publicized the RFQs in the City's online bid system, Planet Bids, for 30 calendar days.

## DISCUSSION

The City received nine (9) qualification packages, and upon review by an evaluation committee, staff has selected Pacific Edge Engineering, Inc. as the most qualified firm.

Selection of qualified consultants was based on specific evaluation criteria, which can be seen below:

| CATEGORY | MAXIMUM VALUE |
|---|---|
| Understanding of the work to be done | 50 |
| Experience with similar kinds of work | 25 |
| Quality of staff for work to be done | 25 |

The consultants were required to provide experience in providing services for government, institutions, and corporations, demonstrate records of providing high quality and timely delivery of goods and services, and provide a well-established documented and effective quality control program. The consultants were also required to have the capacity to handle assigned projects in a timely manner, provide qualifications of project team members who will be assigned to the contract, and demonstrate coordination of work with subcontractors and customers for minimum interference. The resulting scores assigned by the evaluation committee can be seen below:

| NAME OF PROPOSER | LOCATION | SCORE |
|---|---|---|
| 1. Pacific Edge Engineering | Mission Viejo, CA | 97 |
| 2. Dudek | Pasadena, CA | 94 |
| 3. Cardno Inc. | Ventura, CA | 93 |
| 4. Atlas Technical Consultants | El Monte, CA | 90 |
| 5. EFI Global | Los Angeles, CA | 88 |
| 6. EnSafe Inc. | Long Beach, CA | 85 |
| 7. Terracon Consultants, Inc. | Carson, CA | 82 |
| 8. UltraSystems | Irvine, CA | 81 |
| 9. Biotesting Inc. | Reseda, CA | 56 |

## FISCAL IMPACT

As with other on-going service agreements, Pacific Edge Engineering, Inc. will be paid only for actual work performed on specific projects or studies. Compensation will be based upon the firm's pre-established hourly rates plus direct expenses. The Agreements set a not-to-exceed amount of $300,000 for compensation for all environmental consulting services. The term of this agreement will be limited to three (3) years with an option to extend two (2) one-year terms.

## STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E. Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. A-7960 Pacific Edge Engineering, Inc.

**AGREEMENT NO. A-7960**
**ONGOING CONTRACT FOR ENGINEERING SERVICES**
**BETWEEN THE CITY OF PALMDALE AND PACIFIC EDGE ENGINEERING, INC.**

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract" herein) is made and entered into this 14th day of July, 2022, by and between the City of Palmdale, a municipal corporation (hereinafter referred to as "CITY"), and PACIFIC EDGE ENGINEERING, INC., (hereinafter referred to as "ENGINEER").

**RECITALS**

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

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

## 1 DESCRIPTION OF WORK

1.1 This is an indefinite quantity and indefinite delivery Ongoing Contract to provide professional services including, but not limited to environmental testing, monitoring, reporting, researching and investigation services for various Capital Improvement Projects, to the City of Palmdale.

For any project determined by CITY to be appropriate for this Ongoing Contract, CITY will issue a Project Proposal Request to ENGINEER, and upon agreement, the parties will execute an Authorization Agreement specifying the scope of work, cost, staffing, subcontractors, deliverables, type of pricing (fixed priced or time & materials) and completion schedule for that project. **Although CITY anticipates that ENGINEER will be issued a substantial amount of work, the total cost of work issued to the ENGINEER by the City of Palmdale will not exceed Three Hundred Thousand Dollars ($300,000) for the entire term of the Contract. ENGINEER is not guaranteed any minimum amount of work nor any jobs at all. ENGINEER is aware that there is more than one Engineer who has been awarded an Ongoing Contract for this type of work. CITY reserves the right and will issue Authorization Agreements based on ability of the contractor to meet CITY's work schedule and the availability of trades and expertise in relation to each project.**

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

1.3 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion.

1.4 ENGINEER shall not accept any change of scope, or change in contract provisions, to this Ongoing Contract nor to any Authorization Agreement, 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.

1.5 CITY shall provide to ENGINEER, 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 professional services required by this Contract, ENGINEER shall act under the authority and approval of Director of Public Works/designee. For each project a City project manager will be appointed who shall oversee the Authorization Agreement, assist the ENGINEER with any necessary information, audit billings, and approve payments. The ENGINEER shall channel reports and special requests through the City project manager.

## 3 ENGINEER'S KEY PERSONNEL

3.1 CITY reserves the right to review and approve ENGINEER'S staff including all subcontractors and sub-consultants to be assigned to any project by ENGINEER during the term of this Contract.

3.2 All services required under this Contract shall be performed by ENGINEER, or under ENGINEER'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 ENGINEER 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.

3.4 ENGINEER shall be responsible for payment of all ENGINEER'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.

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

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

## 4 FEE SCHEDULE

4.1 CITY shall pay ENGINEER for each project an amount not to exceed that amount specified in each Authorization Agreement based on the rates shown on the following Fee Schedule:

SUPPORT
Secretary $50
CAD Drafting $75

PROFESSIONAL
Assistant $80
Staff $90
Senior $135
Principal $150

OTHER DIRECT PROJECT CHARGES
A. Materials, Supplies, Outside Services, and Laboratory - Cost + 10%
B. Authorized Subcontracts - Cost + 10%
C. Transportation, Lodging, and Meals - Cost
D. Mileage -Applicable Federal Rate ($/mile)
E. Rental Equipment - Cost + 10%
F. Communication Percentage - 3% of Invoiced Labor

The Fee Schedule may, by mutual agreement of the parties, be annually amended to reflect changes in ENGINEER's rates, on January 1st of each year, but in no event shall the Fee Schedule be amended within the first year of this Contract. ENGINEER must notify City in writing ninety - (90) days in advance of any requested amendment and such amendment shall not take effect until ENGINEER has received written consent from CITY. ENGINEER shall perform no work in excess of the total contract price without prior written amendment to this Contract, executed by both parties. Total contract price includes expenses related to travel to and from the City to meet with City and to appear before the City Council or any other board or commission of the City.

4.2 An application and certification for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting hours being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included in the monthly progress payment requests.

4.3 ENGINEER shall maintain adequate records and shall permit inspection and audit by CITY of ENGINEER's charges under this Contract and any Authorization Agreements. ENGINEER 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 ENGINEER 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 ENGINEER shall retain its records for the time required by such laws.

## 5 CONTRACT TERM AND DELIVERY

5.1 The term of this Contract is three (3) years commencing on the date the Contract is executed by the last party to sign, with CITY reserving the option to extend the Contract for two additional terms of one year each. The maximum total term of this Contract shall be five (5) years.

5.2 Within ten (10) days of the date CITY issues a Project Proposal Request for a Authorization Agreement, ENGINEER shall submit to CITY a schedule indicating the times for starting and completing the various stages of the work, including any Milestones specified in the Authorization Agreement and as more fully described therein. The schedule shall be satisfactory in form and substance to CITY. Upon acceptance of these schedules by CITY, they shall be incorporated into the Authorization Agreement.

5.3 Time is of the essence. All of the time limits for Milestones, if any, and completion and readiness for final payment as stated in the Authorization Agreement, are of the essence of both the Authorization Agreement and this Ongoing Contract.

5.4 Failure of ENGINEER to perform any covenant or condition contained herein and in the Authorization Agreement within the time periods specified therein, shall constitute a material breach of both the Authorization Agreement and this Ongoing Contract, entitling CITY to terminate either or both the Authorization Agreement and this Ongoing Contract, unless ENGINEER applies for and receives an extension of time in accordance with the procedures set forth herein.

5.5 Extension of Time for Completion of Work.

5.5.1 If, at any time, the work is delayed due to a suspension order by CITY, or due to any other cause which, in the reasonable opinion of CITY, is unforeseeable and beyond the control and not attributable to the fault or negligence of ENGINEER, then ENGINEER shall be entitled to an extension of time equal to said delay, subject to CITY's right to terminate this Contract as provided herein.

5.5.2 ENGINEER shall submit to CITY a written request for an extension of time within ten (10) days after the discovery of such delay, and failure to do so shall constitute a waiver thereof. CITY shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

5.5.3 No extension of time requested or granted hereunder shall entitle ENGINEER to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, CITY shall, in good faith, consider any request for additional compensation submitted by ENGINEER.

## 6 TAXES

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

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

6.3 ENGINEER shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before the first Authorization Agreement is issued.

## 7 PATENT FEES AND ROYALTIES

ENGINEER 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 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. ENGINEER 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 in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

## 8 STANDARDS OF PERFORMANCE

8.1 ENGINEER shall be responsible for the completeness and accuracy of its services and work and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER 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.

8.2 ENGINEER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. ENGINEER shall ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's Standard Specifications and Special Provisions for Construction Contracts, the plans and specifications prepared by ENGINEER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

## 9 INDEMNIFICATION

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

## 10 INSURANCE

10.1 ENGINEER, 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*

- $5,000,000 limit on a per occurrence basis

10.1.3 Commercial General Liability

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

10.1.4 Commercial Automobile Liability

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

10.1.5 Pollution/Enviornmental Liability*

- $5,000,000 limit on a per occurrence basis

10.2 All of ENGINEER'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 Certificate and endorsements 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, and Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" clause.

10.4 Promptly on execution of this Contract, and prior to commencement of any work, ENGINEER shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that ENGINEER has the required coverage and showing the required named insureds. Within five (5) days of written request from CITY, ENGINEER 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 ENGINEER are not intended to and shall not in any manner limit or qualify ENGINEER's liabilities and obligations under this Contract.

10.6 Any policy or policies of insurance that ENGINEER 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 coverages must be maintained throughout the duration of this Contract.

10.8 Acceptable Proof of Insurance:

10.8.1 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 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 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.

10.8.3 *When professional (E&O) and/or pollution/enviornmental liability coverage is provided on a "claims made basis", ENGINEER 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 ENGINEER, 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 ENGINEER 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 Any and all subcontractors working on behalf of ENGINEER shall be subject to insurance requirements that are substantially similar to those required of ENGINEER under this Contract.

## 11 TERMINATION WITHOUT CAUSE

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

## 12 TERMINATION FOR CAUSE

If CITY determines that ENGINEER 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 or in any Authorization Agreement, CITY shall give written notice to ENGINEER 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, ENGINEER has failed to implement the corrective measures, CITY may elect to terminate this Contract or any Authorization Agreement, in whole or in part.

12.1 In the event CITY terminates this Contract or any Authorization Agreement, 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 ENGINEER shall provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by ENGINEER within fifteen (15) working days after notice of termination. Upon such termination, ENGINEER 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 consultant 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 drawings, and to other documents delivered to City, and to authorized reimbursement expenses.

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

12.4 If, after notice of termination of the Contract under the provisions of this Section 12, it is determined, for any reason, that ENGINEER 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 ENGINEER arising out of, or relating to this Contract or any Authorization Agreement, or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

## 14 OWNERSHIP OF DOCUMENTS

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

## 15 RE-USE OF DOCUMENTS

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

## 16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

16.1 ENGINEER 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 ENGINEER from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

A. The amount involved, together with ENGINEER'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 ENGINEER and shall not bind or purport to bind CITY and shall not release ENGINEER from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to ENGINEER under this Contract.

## 17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, ENGINEER 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. ENGINEER 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 ENGINEER for personnel to perform any

services under this Contract. CITY shall have access to all documents, data and records of ENGINEER 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 ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER 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 ENGINEER shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 If ENGINEER is a registered professional engineer or licensed land surveyor and the scope of work requires ENGINEER's recommendation of the actual formula to spread the costs of an assessment district's improvements, then ENGINEER 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) ENGINEER 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 the engineer 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 ENGINEER.

19.4 To the extent required by the City Manager or his designee, ENGINEER 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 ENGINEER 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 ENGINEER uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by ENGINEER.

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 AUTHORITY TO EXECUTE AUTHORIZATION AGREEMENTS

The Public Works Director is authorized to execute Authorization Agreements for projects issued to ENGINEER pursuant to this Ongoing Contract up to the amount authorized by this Contract.

## 23 ENTIRE AGREEMENT AND AMENDMENTS

23.1 This Contract together with the Authorization Agreements issued pursuant hereto, is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

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

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

## 24 ATTORNEY'S FEES

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

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

CITY OF PALMDALE

Ronda Perez, Date
Interim City Manager

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

APPROVE AS TO FORM:

Scott E. Porter
Acting City Attorney

ATTEST:

Shanae S. Smith
City Clerk

PACIFIC EDGE ENGINEERING, INC.:

C. A. Stolz 6-15-22

Craig A. Stolz, P.Et, Date
Principal Engineer<TITLE>

ADDRESS FOR NOTICE:
PACIFIC EDGE ENGINEERING, INC.
26341 Crown Valley Prkwy, Suite 270
Mission Viejo, CA 92691

ATTEST: If Corporation

Secretary

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS DEPARTMENT**
**MAINTENANCE DIVISION**

**DISTRICT:** **All**

**SUBJECT:** **RATIFY ADDITIONAL FUNDS FOR PURCHASE ORDER NO. 20220033 (FY 2021-2022) AND APPROVE PURCHASE ORDER NO. 20230003 (FY 2022-2023) IN AN AMOUNT NOT TO EXCEED $120,000.00 WITH HASA, INC. FOR POOL CHEMICAL SUPPLIES**

## ISSUE

Ratify Additional Funds for Purchase Order No. 20220033 (FY 2021-2022) and Approve Purchase Order No. 20230003 (FY 2022-2023) in an amount not to exceed $120,000.00 with Hasa, Inc. for pool chemical supplies.

## RECOMMENDATION

Staff recommends that the City Council:

1. Ratify Additional Funds for Purchase Order No. 20220033 (FY 2021-2022) and Approve Purchase Order No. 20230003 (FY 2022-2023) in an amount not to exceed $120,000.00 with Hasa, Inc. for pool chemical supplies.

## BACKGROUND

The City released Invitation for Bid No. 21-002-3400 for Pool Chemical Supplies on April 19, 2021. Hasa, Inc. was the best qualified and most responsive bidder as the result of the solicitation and Purchase Order No. 20220033 was awarded and approved by City Manager under their signing authority on July 14, 2021 in the amount of $99,000.00.

Due to the continued demand and price increases for pool chemicals, Purchase Order No. 20220033 will need to be increased and ratified to cover the cost of deliveries through the end of the fiscal year. The revised purchase order amount will not exceed $101,810.00.

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

The FY 2022-2023 purchase order amount of $120,000.00 was determined by considering the FY 2022-2023 Price Schedule provided by the vendor, the City's Maintenance Division estimated quantities, and the historical spending amounts.

## DISCUSSION

Supplies, such as chlorine, acids, and other chemicals, are essential for maintaining water quality of City pools and DryTown Water Park, providing a safe, sanitary environment to the public. The use of these chemicals is needed to have the City's aquatic facilities comply with state and county codes and regulations.

## FISCAL IMPACT

Additional funds of $2,000 for Purchase Order No. 20220033 are budgeted in Facility Maintenance 10133005-732633.

The blanket Purchase Order amount for Pool Chemical Supplies for FY 2022-2023 will not exceed $120,000.00. Sufficient funds are budgeted in Facility Maintenance 10133005-732633 and DryTown Water Park 30041005-735130 accounts for the current fiscal year.

## STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

B. Seek innovative, cost effective, customer focused methods of service delivery.
C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

| | |
|---|---|
| Prepared by: | **Chuck Heffernan, Director of Public Works** |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

**ATTACHMENTS**

1. Purchase Order No. 20220033 Hasa, Inc. - Revised
2. Price Schedule IFB No. 21-002-3400 Hasa, Inc. FY 22-23
3. Purchase Order No. 20230003 Hasa, Inc.

# CITY OF PALMDALE

# Purchase Order



**PURCHASING DIVISION**
PHONE: (661) 267-5444 FAX (661) 267-5454
**BILL TO:** ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

**Revisions** 000
Expiration Date

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

Purchase Order # 20230003

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

VENDOR
HASA, INC.
23119 DRAYTON ST.
SAUGUS, CA 91350

SHIP TO
CHRIS CLEAVES
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: ccleaves@cityofpalmdale.org
Phone: 661-267-5444
Fax: 661-267-5083

| Vendor Phone Number | Vendor Fax Number | Requisition Number | Buyer |
|---|---|---|---|
| | | 230001 | Matthew Harris |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 06/09/2022 | 9283 | | DESTINATION/NET 45 | FINANCE |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | CHEMICALS (UNCLASSIFIED)<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | BULK POOL CHEMICALS: CITY POOLS<br>THIS FY 2022-2023 BLANKET PURCHASE ORDER AS A RESULT OF IFB 21-002-3400 IS PENDING CITY COUNCIL APPROVAL JULY 13, 2022. THE TERM IS ONE YEAR, COMMENCING JULY 1, 2022 AND IS THE FIRST OF TWO OPTIONS TO EXTEND ON ADDITIONAL YEAR.<br>***10133005 - 732633*** | 70,000.0 | DL | $1.00 | $70,000.00<br>***$70,000.00*** |
| 2 | BULK CHEMICALS: DRYTOWN WATERPARK<br>***30041005 - 735130*** | 50,000.0 | DL | $1.00 | $50,000.00<br>***$50,000.00*** |

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

By: _____
Approved City Representative

**VENDOR COPY**

| | |
|---|---|
| Sales Tax | $0.00 |
| **Order Total** | **$120,000.00** |

1. **ACCEPTANCE** ACCEPTANCE OF THIS PURCHASE ORDER BY THE VENDOR IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY TERM OR CONDITION STATED BY THE VENDOR IN ANY PRIOR PROPOSAL , ON VENDOR'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY THE BUYER. ANY SUCH TERM OR CONDITION SHALL BE INAPPLICABLE TO THIS ORDER UNLESS EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE MERCHANDISE COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF VENDOR'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY VENDOR SHALL CONSTITUTE ACCEPTANCE OF THIS OFFER AND ALL OF ITS TERMS AND CONDITIONS; SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE MERCHANDISE ORDERED; INFORMING THE BUYER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING VENDOR'S OWN FORM OF ACKNOWLEDGEMENT.

2. **PRICE AND DELIVERY** Vendor shall furnish the merchandise covered by this order (which may consist of or include services of a non-technical and non-professional nature or construction work) in accordance with the prices and delivery schedule stated on the face of this order. If prices or delivery dates are not stated, Vendor shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales taxes which are separately shown where applicable. Vendor warrants that the prices charged for the merchandise ordered will be as low as the lowest price charged by the Vendor to any customers purchasing similar merchandise in the same or smaller quantities and under like circumstances.

3. **PAYMENT** Buyer shall pay to Vendor the full sales price within forty five (45) days of invoice date, or sooner if otherwise specified on the face of this order.

4. **PACKING AND SHIPPING** Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates and to assure adequate protection of the merchandise in shipment and storage and its arrival at F.O.B. point in undamaged condition. An itemized packing list shall accompany each shipment.

5. **F.O.B, TITLE AND RISK OF LOSS** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order . If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to Buyer, until delivery of the merchandise to Buyer's designated location.

6. **INVOICING** After shipping or otherwise providing merchandise under this order, Vendor shall send a separate invoice, in duplicate, including item numbers and accompanied by a bill of lading or express receipt. The time for payment of Vendor's invoices shall commence upon the date of actual receipt of merchandise and acceptable invoices consistent with the requirements of this order.

7. **ADVANCE SHIPMENTS AND COMMITMENTS** Buyer may, at its option, either merchandise received in advance of the delivery schedule set forth herein, or return it to Vendor at Vendor's risk and expense. If retained, time for payment and discount, if any, shall be based upon scheduled delivery dates. Vendor shall place all orders for, and schedule deliveries of materials necessary for its performance under this order at such times as will enable Vendor to meet, but not unreasonably anticipate, the stated delivery schedule. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising form commitments by Vendor for the acquisition of materials, or work performed, in advance of the time necessary to meet the specified delivery schedule, unless Buyer has given its prior written consent to such advance commitments or work.

8. **CHANGES** Buyer may, by written change order, suspend performance in whole or in part, make changes in quantities, in drawings, designs or specifications, in the method of shipment or packing in the time or place of delivery, or require additional or diminished work. If any such changed causes an increase or decrease in the cost of or the time required for, performance of this order, an equitable adjustment shall be made in the contract price or delivery dates, or both and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 8 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Vendor of the change order. No change order will be binding on Buyer unless issued and signed by an authorized representative of Buyer's purchasing department. Nothing in this Section 8 shall excuse Vendor from proceeding with the order as changed.

9. **INSPECTION** Final inspection and acceptance of the merchandise shall be at the F.O.B. point unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of Buyer at the location where the merchandise is received. Buyer reserves the right to use sampling procedures for the acceptance or rejection of any or all items ordered. If a lot is rejected by the sampling procedure, the entire lot may be returned to Vendor for screening at the Vendor's expense or, at the option of Buyer, the rejected lot may be screened by Buyer at Vendor's expense, and the costs thereof shall be deducted from Vendor's invoice. Buyer may reject any merchandise which contains defective materials or workmanship or does not conform to specifications or samples. In such event, Buyer may, at its option, and upon written notice to Vendor: (i) rescind this order as to such merchandise; (ii) accept such merchandise at an equitable reduction in price; or (iii) reject such merchandise and require the delivery of replacements. Deliveries of replacement merchandise shall be accompanied by a written notice specifying that such merchandise is a replacement. If Vendor fails to deliver required replacements promptly, Buyer may: (I) replace or correct such merchandise and charge the Vendor the cost thereby incurred by Buyer; or (ii) terminate this order for cause as provided in Section 16 hereof. The rights of Buyer under this Section 9 are in addition to any other rights or remedies herein or by law.

10. **WARRANTIES** In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (I) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

    In addition to all other rights Buyer may have, if merchandise is determined not to e as warranted within a period of one (1) year acceptance by Buyer, Buyer may return such merchandise to Vendor, at Vendor's expense, for correction, replacement or credit, as Buyer may direct. Any merchandise corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement merchandise, be subject to the provision of this Section 10 for the same period and to the same extent as merchandise initially furnished pursuant to this order.

11. **PROPRIETARY INFORMATION** All written information obtained by Vendor from Buyer concerning this order, and which is identified as proprietary by Buyer, shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by Vendor only to the extent necessary for performance of this order.

12. **COMPLIANCE WITH LAWS** Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations in the manufacture and sale of the merchandise (including the performance of any services or construction work). Vendor will defend and hold Buyer harmless from any loss, damage or costs attributable to or arising out of any actual or alleged violation of any such law, ordinance, rule or regulation.

13 **USE OF VENDOR'S LITERATURE** Buyer shall have the right, at no additional charge, to use and reproduce the Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

14. **LIABILITY FOR INJURY** Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

15. **ASSIGNMENT PROHIBITED** Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall be binding on Buyer without such written consent.

16. **DEFAULT AND TERMINATION** Buyer may, by written notice of default to the Vendor, terminate this order, or any part thereof, under the following circumstances:
    A. If Vendor fails to deliver the merchandise (or to commence performance of any services or construction work included therein) in accordance with the delivery schedule specified herein, or any extension thereof; or if vendor fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and any such failure or default is not cured within ten (10) days after written notice from the Buyer, or
    B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor's property, or the institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Vendor, or any assignments by Vendor for the benefit of creditors.

    Upon any termination to this Section 16, Buyer may purchase similar merchandise elsewhere, or secure the delivery of the merchandise by contract, or otherwise and Vendor shall be liable to Buyer for any excess cost to Buyer; provided, however, that Vendor shall not be liable for such excess costs when the delay of Vendor in performing or in making deliveries is due to causes beyond the control and without fault or negligence on the part of the Vendor. No cause shall constitute a basis for excusable delay unless Vendor has notified Buyer in writing of the existence of such cause within ten (10) days from the commencement thereof. The rights and remedies of Buyer under this Section 16 shall not be exclusive and are in addition to all other rights and remedies provided by law or by the terms and condition of this order.

17. **WAIVER** Buyer's failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

18. **DISPUTE RESOLUTION** Disputes regarding the interpretation or application of any provisions of this order shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce or interpret any provisions of this order, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. **GOVERNING LAW** The validity, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

20. **ENTIRE AGREEMENT** This order, its terms and conditions, and any supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter, unless specifically provided otherwise herein.

21. **NOTICES** All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the other party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

22. **SPECIAL PROVISIONS** Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall superceded any provision of this Purchase Order set forth herein above which are in conflict therewith.

PRICE SCHEDULE

IFB: **21-002-3400**
**POOL CHEMICAL SUPPLIES**

Vendor: **Hasa, Inc.**
Saugus, CA

| | | | | FY 2021-2022 | | FY 2022-23 | |
|---|---|---|---|---|---|---|---|
| | | | | Original Bid | | 1st Option to Extend | |
| **Item No.** | **Product/Material Description/Unit of Measure** | **Estimated Quantities** | **Unit of Measure (U/M)** | **Original Price Per U/M** | **Original Extended Price** | **FY 22-23 Price Per U/M** | **FY 22-23 Extended Price** |
| 1 | Bulk Chlorine (12.5% Sodium Hypochlorite Solution) | 45,000 | GALLONS | $1.32 | $59,400.00 | $2.13 | $95,985.00 |
| 2 | 4 x 1 Case Chlorine (12.5% Sodium Hypochlorite Solution) | 200 | GALLONS | $3.29 | $658.00 | $4.54 | $908.00 |
| 3 | Bulk Muriatic Acid (31.45% Hydrochloric Acid) | 2,800 | GALLONS | $2.02 | $5,656.00 | $2.68 | $7,506.80 |
| 4 | 4 x 1 Case Muriatic Acid (31.45% Hydrochloric Acid) | 200 | GALLONS | $4.28 | $856.00 | $5.86 | $1,172.00 |
| 5 | Calcium Chloride Flake, 90.5-97% by weight, 50-lb bag | 120 | 50-LB BAG | $17.20 | $2,064.00 | $23.39 | $2,806.80 |
| 6 | Sodium Bicarbonate, 100% by weight, 50-lb bag | 260 | 50-LB BAG | $24.31 | $6,320.60 | $33.06 | $8,595.60 |
| 7 | Sodium Thiosulfate Pentahydrate 99% 50-lb bag | 10 | 50-LB BAG | $41.51 | $415.10 | $56.45 | $564.50 |
| 8 | Cyanuric Acid, 100% by weight, 50-lb bag **(Hasa provides 100-lb drum)** | 2 | 100-LB DRUM | $51.38 | $102.76 | $69.88 | $139.76 |
| 9 | Pulsar Plus Briquettes Calcium Hypochlorite, 60-80% by weight, 50-lb pail. **NO SUBSTITUTIONS.** | 12 | 50-LB PAIL | $141.00 | $1,692.00 | $191.76 | $2,301.12 |
| | **Bid Total:** | | | **$286.31** | **$77,164.46** | **$389.75** | **$119,979.58** |
| | **California Sales Tax:** | | **10.25%** | $29.35 | $7,909.36 | **$39.95** | **$12,297.91** |
| | **Estimated Total Cost to City:** | | | **$315.66** | **$85,073.82** | **$429.70** | **$132,277.49** |

# CITY OF PALMDALE

# Purchase Order



**PURCHASING DIVISION**
PHONE: (661) 267-5444 FAX (661) 267-5454
**BILL TO:** ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

**Revisions** 009
Expiration Date 06/30/2022

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

Purchase Order # 20220033

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

VENDOR
HASA, INC.
23119 DRAYTON ST.
SAUGUS, CA 91350

SHIP TO
CHRIS CLEAVES
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
Email: ccleaves@cityofpalmdale.org
Phone: 661-267-5338

| Vendor Phone Number | Vendor Fax Number | Requisition Number | Buyer |
|---|---|---|---|
| | | 220044 | Matthew Harris |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 07/14/2021 | 9283 | 07/22/2021 | DESTINATION/NET 45 | GOVERNMENT FACILITIES |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | CHEMICALS (UNCLASSIFIED)<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | **MODIFIED:** BULK POOL CHEMICALS: CITY POOLS<br>THIS FY 2021-2022 BLANKET PURCHASE ORDER COMMENCES JULY 1, 2021 AND EXPIRES JUNE 30, 2022. THIS PURCHASE ORDER IS AS A RESULT OF IFB 21-002-3400.<br><br>PO 20220033 IS PENDING CITY COUNCIL'S APPROVAL TO RATIFY AT THE JULY 13, 2022 CITY COUNCIL MEETING.<br>***10133005 - 732633*** | 66,000.0 | DL | $1.00 | $66,000.00<br>***$66,000.00*** |
| 2 | BULK CHEMICALS: DRYTOWN WATERPARK<br>3/14/2022 PER REQUISITION 220640 ADD $810.00 TO COVER ADDITIONAL CHEMICALS NEEDED. /sw<br>***30041005 - 735130*** | 35,810.0 | DL | $1.00 | $35,810.00<br>***$35,810.00*** |

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

By: _____
Approved City Representative

**VENDOR COPY**

| | |
|---|---|
| Sales Tax | $0.00 |
| **Order Total** | **$101,810.00** |

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS DEPARTMENT**
**MAINTENANCE DEPARTMENT**

**DISTRICT:** **All**

**SUBJECT:** **APPROVE PURCHASE ORDER NO. 20230002 WITH NUTRIEN AG SOLUTIONS FOR FERTILIZER SUPPLIES IN AN AMOUNT NOT TO EXCEED $145,750.**

## ISSUE

Approve Purchase Order No. 20230002 with Nutrien AG Solutions for fertilizer supplies in an amount not to exceed $145,750.

## RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20230002 with Nutrien AG Solutions for fertilizer supplies in an amount not to exceed $145,750.

## BACKGROUND

The City released Invitation for Bid No. 21-001-3610 for Fertilizer Supplies on March 29, 2021. Nutrien AG Solutions was the lowest responsive bidder as the result of the solicitation and Purchase Order No. 20220003 was awarded and approved by City Manager under their signing authority on June 9, 2021 in the amount of $98,750.

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

The purchase order's amount of $145,750.00 was determined by considering the FY 2022-2023 Price Schedule provided by the vendor, the City's Maintenance Division estimated quantities, and the historical spending amounts.

## DISCUSSION

Materials for maintaining landscape plant health care quality in Parks, Landscape Maintenance Districts, General Benefits, Palmdale Transportation Center, Park and

Rides and Fairway Business Park landscapes. These supplies are important for sustainable best management practices of grounds and green spaces landscape quality.

## FISCAL IMPACT

The blanket Purchase Order amount for Fertilizer Supplies for FY 2022-2023 will not exceed $145,750. Sufficient funds are budgeted in Park Maintenance 10133002; Landscape Maintenance-General Benefit 10133003; Palmdale Transportation Center and Park and Rides 20333005; and Landscape Maintenance-Assessment Districts 25133003 accounts on operating supply lines (object code 737107) for the current fiscal year.

## STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E. Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. Price Schedule IFB No. 21-001-3610 Nutrien AG FY 22-23
2. Purchase Order No. 20230002 Nutrien AG Solutions

PRICE SCHEDULE

IFB: **21-001-3610**
**FERTILIZER SUPPLIES**

Vendor: **Nutrien AG Solutions**
San Jacinto, CA

| | | | | | | FY 2021-2022 | | FY 2022-23 | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | ORIGINAL BID | | 1st Option to Extend | |
| **Item No.** | **Product/Material Description/Unit of Measure** | **Manufacturer** | **Manufacturer / Part No.** | **Estimated Quantities** | **Unit of Measure (U/M)** | **Original Price Per U/M** | **Original Extended Price** | **FY 22-23 Price Per U/M** | **FY 22-23 Extended Price** |
| 1 | 9-9-9 Super Iron Plant Food w/ 11% Iron | Best (No Exceptions) | Best 74099 | 800 | 50-LB BAG | $20.00 | $16,000.00 | $29.39 | $23,512.00 |
| 2 | 16-6-8 Turf Supreme | Best (No Exceptions) | Best 7402550 | 1285 | 50-LB BAG | $20.41 | $26,226.85 | $29.81 | $38,305.85 |
| 3 | 21-2-4 Nitra King | Best (No Exceptions) | Best 827857 | 1000 | 50-LB BAG | $18.61 | $18,610.00 | $28.56 | $28,560.00 |
| 4 | 6-24-24 XB | Best (No Exceptions) | Best 74089 | 480 | 50-LB BAG | $23.48 | $11,270.40 | $31.63 | $15,182.40 |
| 5 | Arbor Care 15-8-4 Liquid Fertilizer | | Growth Products 20330 | 15 | PER GALLON | $19.10 | $286.50 | $21.71 | $325.65 |
| 6 | X-Xtra Iron 6-0-0 Liquid Fertilizer | Growth Products LTD | Growth Products 40120 | 15 | PER GALLON | $15.50 | $232.50 | $15.15 | $227.25 |
| 7 | 12-5-6 Plus | Target Specialty Products | Marion Ag 19388 | 800 | 50-LB BAG | $15.45 | $12,360.00 | $19.07 | $15,256.00 |
| 8 | Hydretan ES Plus Granular QD | Ecologel Solutions | Ecologel | 100 | 40-LB BAG | $89.60 | $8,960.00 | $89.60 | $8,960.00 |
| 9 | 21-7-7 Acid Special Peters Pro | ICL Specialty Fertilizers | Everris E99330 | 160 | 25-LB BAG | $19.14 | $3,062.40 | $23.65 | $3,784.00 |
| 10 | Pest Control Advisor Recommendations | | Value Added | As Needed | | No Charge | | No Charge | |
| 11 | Delivery Charges (if applicable) | | | | | No Charge | | No Charge | |
| 12 | Delivery days upon order: _____days | | | | | 2 Days | | 2 Days | |
| | | **Bid Total:** | | | | **$241.29** | **$97,008.65** | **$288.57** | **$134,113.15** |
| | | **California Sales Tax:** | | | **10.25%** | $24.73 | $9,943.39 | **$29.58** | **$13,746.60** |
| | | **Estimated Total Cost to City:** | | | | **$266.02** | **$106,952.04** | **$318.15** | **$147,859.75** |

# CITY OF PALMDALE

# Purchase Order



**PURCHASING DIVISION**
PHONE: (661) 267-5444 FAX (661) 267-5454
**BILL TO:** ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

**Revisions** 000
Expiration Date 06/30/2023

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

Purchase Order # 20230002

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

VENDOR
NUTRIEN AG SOLUTIONS, INC.
801 S GRAND AVE
SAN JACINTO, CA 92582

SHIP TO
STEVE MONTENEGRO/PAUL WOOD
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
Email: SMONTENEGRO@CITYOFPALMDALE.ORG
Phone: 661-267-5338

| Vendor Phone Number | Vendor Fax Number | Requisition Number | Buyer |
|---|---|---|---|
| | | | Matthew Harris |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 06/09/2022 | 10916 | | DESTINATION/NET 45 | LANDSCAPE MAINTENANCE -97-1 |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | FERTILIZER AND SOIL CONDITIONERS<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | FERTILIZER - PARKS<br>THIS FY 2022-2023 BLANKET PURCHASE ORDER AS A RESULT OF IFB 21-001-3610 IS PENDING CITY COUNCIL APPROVAL JULY 13, 2022. THE TERM IS ONE YEAR, COMMENCING JULY 1, 2022 AND IS THE FIRST OF TWO OPTIONS TO EXTEND ON ADDITIONAL YEAR.<br><br>THIS FY 2021-2022 BLANKET PURCHASE ORDER COMMENCES JULY 1, 2021 EXPIRES JUNE 30, 2022. THE CITY RESERVES TWO OPTIONS TO EXTEND THE TERM OF THIS CONTRACT RESULTING FROM IFB NO. 21-001-3610 ONE YEAR EACH.<br>***10133002 - 737107*** | 1.0 | DL | $60,000.00 | $60,000.00<br>***$60,000.00*** |
| 2 | FERTILIZER - LANDSCAPE ASSESSMENT DISTRICTS<br>***25133003 - 737107 - 3610*** | 1.0 | DL | $70,000.00 | $70,000.00<br>***$70,000.00*** |
| 3 | FERTILIZER - PALMDALE TRANSPORTATON CENTER<br>***20333005 - 737107 - 3410*** | 1.0 | DL | $2,250.00 | $2,250.00<br>***$2,250.00*** |
| 4 | FERTILIZER - PARK & RIDES<br>***20333005 - 735100 - 3411*** | 1.0 | DL | $2,500.00 | $2,500.00<br>***$2,500.00*** |
| 5 | FERTILIZER - GENERAL BENEFITS | 1.0 | DL | $11,000.00 | $11,000.00 |

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

**CONTINUED ON NEXT PAGE**

**VENDOR COPY**

1. **ACCEPTANCE** ACCEPTANCE OF THIS PURCHASE ORDER BY THE VENDOR IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY TERM OR CONDITION STATED BY THE VENDOR IN ANY PRIOR PROPOSAL , ON VENDOR'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY THE BUYER. ANY SUCH TERM OR CONDITION SHALL BE INAPPLICABLE TO THIS ORDER UNLESS EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE MERCHANDISE COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF VENDOR'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY VENDOR SHALL CONSTITUTE ACCEPTANCE OF THIS OFFER AND ALL OF ITS TERMS AND CONDITIONS; SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE MERCHANDISE ORDERED; INFORMING THE BUYER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING VENDOR'S OWN FORM OF ACKNOWLEDGEMENT.

2. **PRICE AND DELIVERY** Vendor shall furnish the merchandise covered by this order (which may consist of or include services of a non-technical and non-professional nature or construction work) in accordance with the prices and delivery schedule stated on the face of this order. If prices or delivery dates are not stated, Vendor shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales taxes which are separately shown where applicable. Vendor warrants that the prices charged for the merchandise ordered will be as low as the lowest price charged by the Vendor to any customers purchasing similar merchandise in the same or smaller quantities and under like circumstances.

3. **PAYMENT** Buyer shall pay to Vendor the full sales price within forty five (45) days of invoice date, or sooner if otherwise specified on the face of this order.

4. **PACKING AND SHIPPING** Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates and to assure adequate protection of the merchandise in shipment and storage and its arrival at F.O.B. point in undamaged condition. An itemized packing list shall accompany each shipment.

5. **F.O.B, TITLE AND RISK OF LOSS** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order . If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to Buyer, until delivery of the merchandise to Buyer's designated location.

6. **INVOICING** After shipping or otherwise providing merchandise under this order, Vendor shall send a separate invoice, in duplicate, including item numbers and accompanied by a bill of lading or express receipt. The time for payment of Vendor's invoices shall commence upon the date of actual receipt of merchandise and acceptable invoices consistent with the requirements of this order.

7. **ADVANCE SHIPMENTS AND COMMITMENTS** Buyer may, at its option, either merchandise received in advance of the delivery schedule set forth herein, or return it to Vendor at Vendor's risk and expense. If retained, time for payment and discount, if any, shall be based upon scheduled delivery dates. Vendor shall place all orders for, and schedule deliveries of materials necessary for its performance under this order at such times as will enable Vendor to meet, but not unreasonably anticipate, the stated delivery schedule. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising form commitments by Vendor for the acquisition of materials, or work performed, in advance of the time necessary to meet the specified delivery schedule, unless Buyer has given its prior written consent to such advance commitments or work.

8. **CHANGES** Buyer may, by written change order, suspend perfomance in whole or in part, make changes in quantities, in drawings, designs or specifications, in the method of shipment or packing in the time or place of delivery, or require additional or diminished work. If any such changed causes an increase or decrease in the cost of or the time required for, performance of this order, an equitable adjustment shall be made in the contract price or delivery dates, or both and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 8 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Vendor of the change order. No change order will be binding on Buyer unless issued and signed by an authorized representative of Buyer's purchasing department. Nothing in this Section 8 shall excuse Vendor from proceeding with the order as changed.

9. **INSPECTION** Final inspection and acceptance of the merchandise shall be at the F.O.B. point unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of Buyer at the location where the merchandise is received. Buyer reserves the right to use sampling procedures for the acceptance or rejection of any or all items ordered. If a lot is rejected by the sampling procedure, the entire lot may be returned to Vendor for screening at the Vendor's expense or, at the option of Buyer, the rejected lot may be screened by Buyer at Vendor's expense, and the costs thereof shall be deducted from Vendor's invoice. Buyer may reject any merchandise which contains defective materials or workmanship or does not conform to specifications or samples. In such event, Buyer may, at its option, and upon written notice to Vendor: (i) rescind this order as to such merchandise; (ii) accept such merchandise at an equitable reduction in price; or (iii) reject such merchandise and require the delivery of replacements. Deliveries of replacement merchandise shall be accompanied by a written notice specifying that such merchandise is a replacement. If Vendor fails to deliver required replacements promptly, Buyer may: (I) replace or correct such merchandise and charge the Vendor the cost thereby incurred by Buyer; or (ii) terminate this order for cause as provided in Section 16 hereof. The rights of Buyer under this Section 9 are in addition to any other rights or remedies herein or by law.

10. **WARRANTIES** In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (I) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

    In addition to all other rights Buyer may have, if merchandise is determined not to e as warranted within a period of one (1) year acceptance by Buyer, Buyer may return such merchandise to Vendor, at Vendor's expense, for correction, replacement or credit, as Buyer may direct. Any merchandise corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement merchandise, be subject to the provision of this Section 10 for the same period and to the same extent as merchandise initially furnished pursuant to this order.

11. **PROPRIETARY INFORMATION** All written information obtained by Vendor from Buyer concerning this order, and which is identified as proprietary by Buyer, shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by Vendor only to the extent necessary for performance of this order.

12. **COMPLIANCE WITH LAWS** Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations in the manufacture and sale of the merchandise (including the performance of any services or construction work). Vendor will defend and hold Buyer harmless from any loss, damage or costs attributable to or arising out of any actual or alleged violation of any such law, ordinance, rule or regulation.

13 **USE OF VENDOR'S LITERATURE** Buyer shall have the right, at no additional charge, to use and reproduce the Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

14. **LIABILITY FOR INJURY** Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

15. **ASSIGNMENT PROHIBITED** Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall be binding on Buyer without such written consent.

16. **DEFAULT AND TERMINATION** Buyer may, by written notice of default to the Vendor, terminate this order, or any part thereof, under the following circumstances:
    A. If Vendor fails to deliver the merchandise (or to commence performance of any services or construction work included therein) in accordance with the delivery schedule specified herein, or any extension thereof; or if vendor fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and any such failure or default is not cured within ten (10) days after written notice from the Buyer, or
    B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor's property, or the institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Vendor, or any assignments by Vendor for the benefit of creditors.

    Upon any termination to this Section 16, Buyer may purchase similar merchandise elsewhere, or secure the delivery of the merchandise by contract, or otherwise and Vendor shall be liable to Buyer for any excess cost to Buyer; provided, however, that Vendor shall not be liable for such excess costs when the delay of Vendor in performing or in making deliveries is due to causes beyond the control and without fault or negligence on the part of the Vendor. No cause shall constitute a basis for excusable delay unless Vendor has notified Buyer in writing of the existence of such cause within ten (10) days from the commencement thereof. The rights and remedies of Buyer under this Section 16 shall not be exclusive and are in addition to all other rights and remedies provided by law or by the terms and condition of this order.

17. **WAIVER** Buyer's failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

18. **DISPUTE RESOLUTION** Disputes regarding the interpretation or application of any provisions of this order shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce or interpret any provisions of this order, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. **GOVERNING LAW** The validity, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

20. **ENTIRE AGREEMENT** This order, its terms and conditions, and any supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter, unless specifically provided otherwise herein.

21. **NOTICES** All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the other party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

22. **SPECIAL PROVISIONS** Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall superceded any provision of this Purchase Order set forth herein above which are in conflict therewith.

# CITY OF PALMDALE

# Purchase Order



**PURCHASING DIVISION**
PHONE: (661) 267-5444 FAX (661) 267-5454
**BILL TO:** ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

**Revisions** 000
Expiration Date 06/30/2023

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

Purchase Order # 20230002

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

VENDOR
NUTRIEN AG SOLUTIONS, INC.
801 S GRAND AVE
SAN JACINTO, CA 92582

SHIP TO
STEVE MONTENEGRO/PAUL WOOD
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
Email: SMONTENEGRO@CITYOFPALMDALE.ORG
Phone: 661-267-5338

| Vendor Phone Number | Vendor Fax Number | Requisition Number | Buyer |
|---|---|---|---|
| | | | Matthew Harris |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 06/09/2022 | 10916 | | DESTINATION/NET 45 | LANDSCAPE MAINTENANCE -97-1 |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | ***10133003 - 737107*** | | | | ***$11,000.00*** |

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

By: _____
Approved City Representative

**VENDOR COPY**

| | |
|---|---|
| Sales Tax | $0.00 |
| **Order Total** | **$145,750.00** |

1. **ACCEPTANCE** ACCEPTANCE OF THIS PURCHASE ORDER BY THE VENDOR IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY TERM OR CONDITION STATED BY THE VENDOR IN ANY PRIOR PROPOSAL , ON VENDOR'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY THE BUYER. ANY SUCH TERM OR CONDITION SHALL BE INAPPLICABLE TO THIS ORDER UNLESS EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE MERCHANDISE COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF VENDOR'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY VENDOR SHALL CONSTITUTE ACCEPTANCE OF THIS OFFER AND ALL OF ITS TERMS AND CONDITIONS; SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE MERCHANDISE ORDERED; INFORMING THE BUYER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING VENDOR'S OWN FORM OF ACKNOWLEDGEMENT.

2. **PRICE AND DELIVERY** Vendor shall furnish the merchandise covered by this order (which may consist of or include services of a non-technical and non-professional nature or construction work) in accordance with the prices and delivery schedule stated on the face of this order. If prices or delivery dates are not stated, Vendor shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales taxes which are separately shown where applicable. Vendor warrants that the prices charged for the merchandise ordered will be as low as the lowest price charged by the Vendor to any customers purchasing similar merchandise in the same or smaller quantities and under like circumstances.

3. **PAYMENT** Buyer shall pay to Vendor the full sales price within forty five (45) days of invoice date, or sooner if otherwise specified on the face of this order.

4. **PACKING AND SHIPPING** Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates and to assure adequate protection of the merchandise in shipment and storage and its arrival at F.O.B. point in undamaged condition. An itemized packing list shall accompany each shipment.

5. **F.O.B, TITLE AND RISK OF LOSS** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order . If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to Buyer, until delivery of the merchandise to Buyer's designated location.

6. **INVOICING** After shipping or otherwise providing merchandise under this order, Vendor shall send a separate invoice, in duplicate, including item numbers and accompanied by a bill of lading or express receipt. The time for payment of Vendor's invoices shall commence upon the date of actual receipt of merchandise and acceptable invoices consistent with the requirements of this order.

7. **ADVANCE SHIPMENTS AND COMMITMENTS** Buyer may, at its option, either merchandise received in advance of the delivery schedule set forth herein, or return it to Vendor at Vendor's risk and expense. If retained, time for payment and discount, if any, shall be based upon scheduled delivery dates. Vendor shall place all orders for, and schedule deliveries of materials necessary for its performance under this order at such times as will enable Vendor to meet, but not unreasonably anticipate, the stated delivery schedule. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising form commitments by Vendor for the acquisition of materials, or work performed, in advance of the time necessary to meet the specified delivery schedule, unless Buyer has given its prior written consent to such advance commitments or work.

8. **CHANGES** Buyer may, by written change order, suspend performance in whole or in part, make changes in quantities, in drawings, designs or specifications, in the method of shipment or packing in the time or place of delivery, or require additional or diminished work. If any such changed causes an increase or decrease in the cost of or the time required for, performance of this order, an equitable adjustment shall be made in the contract price or delivery dates, or both and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 8 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Vendor of the change order. No change order will be binding on Buyer unless issued and signed by an authorized representative of Buyer's purchasing department. Nothing in this Section 8 shall excuse Vendor from proceeding with the order as changed.

9. **INSPECTION** Final inspection and acceptance of the merchandise shall be at the F.O.B. point unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of Buyer at the location where the merchandise is received. Buyer reserves the right to use sampling procedures for the acceptance or rejection of any or all items ordered. If a lot is rejected by the sampling procedure, the entire lot may be returned to Vendor for screening at the Vendor's expense or, at the option of Buyer, the rejected lot may be screened by Buyer at Vendor's expense, and the costs thereof shall be deducted from Vendor's invoice. Buyer may reject any merchandise which contains defective materials or workmanship or does not conform to specifications or samples. In such event, Buyer may, at its option, and upon written notice to Vendor: (i) rescind this order as to such merchandise; (ii) accept such merchandise at an equitable reduction in price; or (iii) reject such merchandise and require the delivery of replacements. Deliveries of replacement merchandise shall be accompanied by a written notice specifying that such merchandise is a replacement. If Vendor fails to deliver required replacements promptly, Buyer may: (I) replace or correct such merchandise and charge the Vendor the cost thereby incurred by Buyer; or (ii) terminate this order for cause as provided in Section 16 hereof. The rights of Buyer under this Section 9 are in addition to any other rights or remedies herein or by law.

10. **WARRANTIES** In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (I) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

    In addition to all other rights Buyer may have, if merchandise is determined not to e as warranted within a period of one (1) year acceptance by Buyer, Buyer may return such merchandise to Vendor, at Vendor's expense, for correction, replacement or credit, as Buyer may direct. Any merchandise corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement merchandise, be subject to the provision of this Section 10 for the same period and to the same extent as merchandise initially furnished pursuant to this order.

11. **PROPRIETARY INFORMATION** All written information obtained by Vendor from Buyer concerning this order, and which is identified as proprietary by Buyer, shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by Vendor only to the extent necessary for performance of this order.

12. **COMPLIANCE WITH LAWS** Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations in the manufacture and sale of the merchandise (including the performance of any services or construction work). Vendor will defend and hold Buyer harmless from any loss, damage or costs attributable to or arising out of any actual or alleged violation of any such law, ordinance, rule or regulation.

13 **USE OF VENDOR'S LITERATURE** Buyer shall have the right, at no additional charge, to use and reproduce the Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

14. **LIABILITY FOR INJURY** Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

15. **ASSIGNMENT PROHIBITED** Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall be binding on Buyer without such written consent.

16. **DEFAULT AND TERMINATION** Buyer may, by written notice of default to the Vendor, terminate this order, or any part thereof, under the following circumstances:
    A. If Vendor fails to deliver the merchandise (or to commence performance of any services or construction work included therein) in accordance with the delivery schedule specified herein, or any extension thereof; or if vendor fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and any such failure or default is not cured within ten (10) days after written notice from the Buyer, or
    B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor's property, or the institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Vendor, or any assignments by Vendor for the benefit of creditors.

    Upon any termination to this Section 16, Buyer may purchase similar merchandise elsewhere, or secure the delivery of the merchandise by contract, or otherwise and Vendor shall be liable to Buyer for any excess cost to Buyer; provided, however, that Vendor shall not be liable for such excess costs when the delay of Vendor in performing or in making deliveries is due to causes beyond the control and without fault or negligence on the part of the Vendor. No cause shall constitute a basis for excusable delay unless Vendor has notified Buyer in writing of the existence of such cause within ten (10) days from the commencement thereof. The rights and remedies of Buyer under this Section 16 shall not be exclusive and are in addition to all other rights and remedies provided by law or by the terms and condition of this order.

17. **WAIVER** Buyer's failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

18. **DISPUTE RESOLUTION** Disputes regarding the interpretation or application of any provisions of this order shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce or interpret any provisions of this order, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. **GOVERNING LAW** The validity, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

20. **ENTIRE AGREEMENT** This order, its terms and conditions, and any supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter, unless specifically provided otherwise herein.

21. **NOTICES** All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the other party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

22. **SPECIAL PROVISIONS** Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall superceded any provision of this Purchase Order set forth herein above which are in conflict therewith.

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS DEPARTMENT**
**MAINTENANCE DIVISION**

**DISTRICT:** **All**

**SUBJECT:** **APPROVE PURCHASE ORDER NO. 20230004 WITH SMITH PIPE & SUPPLY, INC. FOR IRRIGATION AND WATER CONSERVATION SUPPLIES IN AN AMOUNT NOT TO EXCEED $233,600.**

## ISSUE

Approve Purchase Order No. 20230004 with Smith Pipe & Supply, Inc. for irrigation and water conservation supplies in an amount not to exceed $233,600.

## RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20230004 with Smith Pipe & Supply, Inc. for irrigation and water conservation supplies in an amount not to exceed $233,600.

## BACKGROUND

The City released Invitation for Bid No. 21-002-3600 for Irrigation and Water Conservation Supplies on March 29, 2021. Smith Pipe & Supply, Inc. was the only responsive bidder as the result of the solicitation and Purchase Order No. 20220002 was awarded and approved by City Council on July 13, 2021 in the amount of $216,600.

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

The purchase order's amount of $233,600. was determined by considering the FY 2022-2023 Price Schedule provided by the vendor, the City's Maintenance Division estimated quantities, and the historical spending amounts.

## DISCUSSION

Materials for maintaining irrigation system infrastructure in Parks, Landscape Maintenance Districts, General Benefit Areas, Palmdale Transportation Center, Park and Rides and Fairway Business Park landscapes. These supplies are important for sustainable grounds and green spaces for water conservation efforts.

## FISCAL IMPACT

The blanket Purchase Order amount for Irrigation and Water Conservation Supplies for FY 2022-2023 will not exceed $233,600. Sufficient funds are budgeted in Park Maintenance 10133002; Landscape Maintenance-General Benefit 10133003; Palmdale Transportation Center and Park and Rides 20333005; and Landscape Maintenance-Assessment Districts 25133003 accounts on operating supply lines (object code 734110) for the current fiscal year.

## STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E. Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. Price Schedule IFB No. 21-002-3600 Smith Pipe & Supply, Inc. FY 22-23
2. Purchase Order No. 20230004 Smith Pipe & Supply, Inc.

IFB: **21-002-3600**
**IRRIGATION & WATER CONSERVATION SUPPLIES**

Vendor: **Smith Pipe & Supply**

| | | | | | FY 2021-2022 ORIGINAL BID | | FY 2022-2023 1st Option to Extend | |
|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Bidder's Specified "Approved Equal" or Brand Name & Mfg Item # | Unit of Measure | Estimated Quantity | Original Price Per Unit | Original Extended Price | FY 22-23 Price Per Unit | FY 22-23 Extended Price |
| 1 | Rain Bird MPR Nozzles (Various Arcs) | Rain Bird MPR Nozzles Various Arcs | Each | 5,000 | $ 0.58 | $ 2,900.00 | $ 0.75 | $ 3,760.00 |
| 2 | Rain Bird U-Series Nozzles | Rain Bird U-Series Nozzles | Each | 1,875 | $ 1.13 | $ 2,118.75 | $ 1.48 | $ 2,782.50 |
| 3 | Rain Bird VAN Nozzles | Rain Bird VAN Nozzles | Each | 625 | $ 0.58 | $ 362.50 | $ 0.75 | $ 470.00 |
| 4 | Rain Bird Rotary Nozzles R12 | Rain Bird Rotary R12 nozzles | Each | 500 | $ 2.93 | $ 1,465.00 | $ 3.39 | $ 1,693.00 |
| 5 | Rain Bird Rotary Nozzles R17 | Rain Bird Rotary R17 nozzles | Each | 500 | $ 2.93 | $ 1,465.00 | $ 3.39 | $ 1,693.00 |
| 6 | Rain Bird PA-8S Shrub Adapter | No longer avalaible in Califorina | Each | 500 | $ - | $ - | $ - | $ - |
| 7 | Rain Bird Solenoid 236239 | Rain Bird Solenoid 236239 | Each | 200 | $ 22.68 | $ 4,536.00 | $ 27.44 | $ 5,487.00 |
| 8 | Rain Bird 1804 SAM PRS | Rain Bird 1804 SAM PRS | Each | 1,875 | $ 4.33 | $ 8,118.75 | $ 5.29 | $ 9,918.75 |
| 10 | Rain Bird 1806 SAM PRS | Rain Bird 1806 SAM PRS | Each | 1,250 | $ 10.24 | $ 12,800.00 | $ 13.15 | $ 16,441.25 |
| 12 | Rain Bird 1812 SAM PRS | Rain Bird 1812 SAM PRS | Each | 1,250 | $ 12.52 | $ 15,650.00 | $ 16.09 | $ 20,108.75 |
| 13 | Rain Bird 1401 Bubblers Pressure Compensating | Rain Bird 1401 Bubblers Pressure Compensating | Each | 2,750 | $ 2.57 | $ 7,067.50 | $ 3.37 | $ 9,256.50 |
| 14 | Rain Bird 1402 Bubblers Pressure Compensating | Rain Bird 1402 Bubblers Pressure Compensating | Each | 2,750 | $ 2.57 | $ 7,067.50 | $ 3.37 | $ 9,256.50 |
| 15 | Rain Bird 1404 Bubblers Pressure Compensating | Rain Bird 1404 Bubblers Pressure Compensating | Each | 750 | $ 2.57 | $ 1,927.50 | $ 3.37 | $ 2,524.50 |
| 16 | Rain Bird 5004+PCSAMR | Rain Bird 5004+PCSAMR | Each | 400 | $ 12.08 | $ 4,832.00 | $ 15.84 | $ 6,336.00 |
| 17 | Rain Bird 5004+FCSAMR | Rain Bird 5004+FCSAMR | Each | 300 | $ 12.08 | $ 3,624.00 | $ 15.84 | $ 4,752.00 |
| 18 | Rain Bird 5004+PCSAMRNP | Rain Bird 5004+PCSAMRNP | Each | 300 | $ 13.15 | $ 3,945.00 | $ 17.35 | $ 5,204.40 |
| 19 | Rain Bird 5004+FCSAMRNP | Rain Bird 5004+FCSAMRNP | Each | 300 | $ 13.15 | $ 3,945.00 | $ 17.35 | $ 5,204.40 |
| 20 | Rain Bird 5006+PCSAMR | Rain Bird 5006+PCSAMR | Each | 400 | $ 18.44 | $ 7,376.00 | $ 23.38 | $ 9,352.80 |
| 22 | Rain Bird 5012+PCSAMR | Rain Bird 5012+PCSAMR | Each | 400 | $ 25.23 | $ 10,092.00 | $ 32.43 | $ 12,972.80 |
| 24 | Rain Bird 8005-SS | Rain Bird 8005-SS | Each | 300 | $ 48.86 | $ 14,658.00 | $ 63.35 | $ 19,005.00 |
| 25 | Rain Bird 8005-SS-NP | Rain Bird 8005-SS-NP | Each | 60 | $ 51.44 | $ 3,086.40 | $ 67.37 | $ 4,042.32 |
| 26 | Rain Bird F4 PC-SS-HS | Rain Bird F4 PC-SS-HS | Each | 60 | $ 75.50 | $ 4,530.00 | $ 87.15 | $ 5,228.88 |
| 27 | Rain Bird F4 FC-SS-HS | Rain Bird F4 FC-SS-HS | Each | 20 | $ 67.21 | $ 1,344.20 | $ 77.58 | $ 1,551.60 |
| 31 | Rain Bird XB-10 PC-1032 | Rain Bird XB-10 PC-1032 | Each | 3,000 | $ 0.23 | $ 690.00 | $ 0.29 | $ 873.00 |
| 32 | Rain Bird XB-05 PC-1032 | Rain Bird XB-05 PC-1032 | Each | 1,000 | $ 0.23 | $ 230.00 | $ 0.29 | $ 291.00 |
| 33 | Rain Bird XB-20 PC-1032 | Rain Bird XB-20 PC-1032 | Each | 1,000 | $ 0.23 | $ 230.00 | $ 0.29 | $ 291.00 |
| 34 | Rain Bird XBD 80 Module | Rain Bird XBD 80 Module | Each | 20 | $ 9.58 | $ 191.60 | $ 12.11 | $ 242.20 |
| 35 | Rain Bird XBT- 10 | Rain Bird XBT- 10 | Each | 100 | $ 1.01 | $ 101.00 | $ 1.28 | $ 128.40 |
| 37 | Rain Bird PFR-FRA | Rain Bird PFR-FRA | Each | 2,000 | $ 0.44 | $ 880.00 | $ 0.57 | $ 1,130.00 |
| 38 | Rain Bird DBC-025 | Rain Bird DBC-025 | Each | 1,000 | $ 0.16 | $ 160.00 | $ 0.21 | $ 211.00 |
| 39 | Rain Bird TS-025 | Rain Bird TS-025 | Each | 1,000 | $ 0.21 | $ 210.00 | $ 0.27 | $ 274.00 |
| 40 | Rain Bird Diaphragm- 1" 202868 | Rain Bird Diaphragm- 1" 202868 | Each | 200 | $ 18.57 | $ 3,714.00 | $ 22.96 | $ 4,591.20 |
| 41 | Rain Bird Diaphragm- 1-1/4" 203604 | Rain Bird Diaphragm- 1-1/4" 203604 | Each | 200 | $ 34.03 | $ 6,806.00 | $ 42.07 | $ 8,413.20 |
| 42 | Rain Bird Diaphragm- 1-1/2" 202614 | Rain Bird Diaphragm- 1-1/2" 202614 | Each | 200 | $ 31.90 | $ 6,380.00 | $ 39.44 | $ 7,887.60 |
| 43 | Rain Bird Diaphragm- 2" 202615 | Rain Bird Diaphragm- 2" 202615 | Each | 200 | $ 42.57 | $ 8,514.00 | $ 52.58 | $ 10,515.60 |
| 44 | Rain Bird 100-EFB-CP 1" Valve | Rain Bird 100-EFB-CP 1" Valve | Each | 96 | $ 87.72 | $ 8,421.12 | $ 120.70 | $ 11,587.30 |
| 45 | Rain Bird 125-EFB-CP 1-1/4" Valve | No longer made by Rain Bird | Each | 50 | $ - | $ - | $ - | $ - |
| 46 | Rain Bird 150-EFB-CP 1-1/2" | Rain Bird 150-EFB-CP 1-1/2" | Each | 48 | $ 139.82 | $ 6,711.36 | $ 192.42 | $ 9,236.06 |
| 47 | Rain Bird 200-EFB-CP 2" Valve | Rain Bird 200-EFB-CP 2" Valve | Each | 28 | $ 165.69 | $ 4,639.32 | $ 227.95 | $ 6,382.49 |
| 48 | Rain Bird 300 BPE 3" | Rain Bird 300 BPE 3" | Each | 4 | $ 337.38 | $ 1,349.52 | $ 554.46 | $ 2,217.82 |
| 49 | Rain Bird 116901 1800 Cover | Rain Bird 116901 1800 Cover | Each | 3,500 | $ 1.75 | $ 6,125.00 | $ 2.17 | $ 7,602.00 |
| 50 | Rain Bird XC-1800 Spray Head Cap | Rain Bird XC-1800 Spray Head Cap | Each | 200 | $ 1.20 | $ 240.00 | $ 1.43 | $ 286.60 |
| 57 | Rain Bird Quick Coupler 33DRC | Rain Bird Quick Coupler 33DRC | Each | 50 | $ 37.10 | $ 1,855.00 | $ 47.58 | $ 2,378.85 |
| 59 | Rain Bird Quick Coupler Key 33DK | Rain Bird Quick Coupler Key 33DK | Each | 10 | $ 20.81 | $ 208.10 | $ 26.76 | $ 267.62 |
| 60 | Rain Bird SH-0 Swivel | Rain Bird SH-0 Swivel | Each | 10 | $ 32.78 | $ 327.80 | $ 44.44 | $ 444.40 |
| 61 | Hunter I40-04-SS Rotors | Hunter I40-04-SS Rotors | Each | 240 | $ 49.89 | $ 11,973.60 | $ 61.62 | $ 14,789.04 |
| 62 | Hunter PGP-04-PRBCV 4" Rotor | Hunter PGP-04-PRBCV 4" Rotor | Each | 400 | $ 12.76 | $ 5,104.00 | $ 13.91 | $ 5,563.20 |
| 63 | Hunter PGP-12-PRBCV 12" Rotor | No longer avalaible | Each | 240 | $ - | $ - | $ - | $ - |
| 64 | Hunter PGJ-04 4" Rotor | Hunter PGJ-04 4" Rotor | Each | 400 | $ 8.54 | $ 3,416.00 | $ 10.70 | $ 4,279.20 |
| 65 | Hunter PGJ-12 12" Rotor | Hunter PGJ-12 12" Rotor | Each | 500 | $ 17.08 | $ 8,540.00 | $ 20.97 | $ 10,484.00 |
| 66 | Hunter PCB-25 Bubbler | Hunter PCB-25 Bubbler | Each | 250 | $ 2.43 | $ 607.50 | $ 2.87 | $ 716.50 |
| 67 | Hunter PCB-50 Bubbler | Hunter PCB-50 Bubbler | Each | 250 | $ 2.43 | $ 607.50 | $ 2.87 | $ 717.50 |
| 68 | Hunter 458200 DC Latching Solenoid | Hunter 458200 DC Latching Solenoid | Each | 100 | $ 14.47 | $ 1,447.00 | $ 16.62 | $ 1,662.20 |
| 69 | Hunter IBV-101G 1" Brass Valve | Hunter IBV-101G 1" Brass Valve | Each | 32 | $ 109.61 | $ 3,507.52 | $ 135.65 | $ 4,340.80 |
| 70 | Hunter IBV-151G 1-1/2" Brass Valve | Hunter IBV-151G 1-1/2" Brass Valve | Each | 16 | $ 199.96 | $ 3,199.36 | $ 547.34 | $ 8,757.38 |
| 71 | Hunter IBV-201G 2" Brass Valve | Hunter IBV-201G 2" Brass Valve | Each | 10 | $ 202.32 | $ 2,023.20 | $ 250.33 | $ 2,503.32 |
| 72 | Hunter IBV-301G 3" Brass Valve | Hunter IBV-301G 3" Brass Valve | Each | 3 | $ 526.42 | $ 1,579.26 | $ 648.30 | $ 1,944.89 |
| 73 | Hunter IBV-101G 1" EPDM Diaphragm and Seat | Hunter IBV-101G 1" EPDM Diaphragm and Seat | Each | 100 | $ 9.13 | $ 913.00 | $ 9.56 | $ 955.80 |
| 74 | Hunter IBV-151G 1-1/2" EPDM Diaphragm and Seat | Hunter IBV-151G 1-1/2" EPDM Diaphragm and Seat | Each | 100 | $ 12.46 | $ 1,246.00 | $ 13.09 | $ 1,309.00 |
| 75 | Hunter IBV-201G 2" EPDM Diaphragm and Seat | Hunter IBV-201G 2" EPDM Diaphragm and Seat | Each | 50 | $ 12.46 | $ 623.00 | $ 13.09 | $ 654.50 |
| 79 | Superior 950 1" Brass Valve | Superior 950 1" Brass Valve | Each | 10 | $ 72.73 | $ 727.30 | $ 89.02 | $ 890.18 |
| 80 | Superior 950 1-1/2" Brass Valve | Superior 950 1-1/2" Brass Valve | Each | 10 | $ 92.93 | $ 929.30 | $ 113.75 | $ 1,137.52 |
| 81 | Superior 950 2" Brass Valve | Superior 950 2" Brass Valve | Each | 10 | $ 115.94 | $ 1,159.40 | $ 141.91 | $ 1,419.07 |
| 82 | Superior 950 1" Diaphragm kit | Superior 950 1" Diaphragm kit | Each | 25 | $ 7.49 | $ 187.25 | $ 9.69 | $ 242.35 |
| 83 | Superior 950 1-1/2" Diaphragm kit | Superior 950 1-1/2" Diaphragm kit | Each | 25 | $ 13.31 | $ 332.75 | $ 17.22 | $ 430.43 |
| 84 | Superior 950 2" Diaphragm kit | Superior 950 2" Diaphragm kit | Each | 25 | $ 14.42 | $ 360.50 | $ 18.64 | $ 466.10 |
| 85 | Febco 825YA 1" Backflow | Febco 825YA 1" Backflow | Each | 14 | $ 352.15 | $ 4,930.10 | $ 545.92 | $ 7,642.94 |
| 86 | Febco 825YA 1-1/4" Backflow | No longer avaliable | Each | 4 | $ - | $ - | $ - | $ - |
| 87 | Febco 825YA 1-1/2" Backflow | Febco 825YA 1-1/2" Backflow | Each | 8 | $ 693.58 | $ 5,548.64 | $ 986.29 | $ 7,890.34 |
| 88 | Febco 825YA 2" Backflow | Febco 825YA 2" Backflow | Each | 14 | $ 779.66 | $ 10,915.24 | $ 1,108.64 | $ 15,520.97 |
| 89 | Febco 825 Y 1" Backflow | Febco 825 Y 1" Backflow | Each | 2 | $ 296.29 | $ 592.58 | $ 421.57 | $ 843.13 |
| 90 | Febco 825 Y 1-1/4" Backflow | Febco 825 Y 1-1/4" Backflow | Each | 2 | $ 536.89 | $ 1,073.78 | $ 763.57 | $ 1,527.13 |
| 91 | Febco 825 Y 1-1/2" Backflow | Febco 825 Y 1-1/2" Backflow | Each | 2 | $ 519.70 | $ 1,039.40 | $ 739.17 | $ 1,478.35 |
| 92 | Febco 825 Y 2" Backflow | Febco 825 Y 2" Backflow | Each | 4 | $ 577.20 | $ 2,308.80 | $ 821.48 | $ 3,285.91 |
| 93 | Febco 101-029 1" R.V Cover | New lead free part# 905-621 | Each | 10 | $ 131.28 | $ 1,312.80 | $ 207.07 | $ 2,070.65 |
| 94 | Febco 101-046 1" R.V Cover | New lead free part# 905-621 | Each | 10 | $ 131.28 | $ 1,312.80 | $ 207.07 | $ 2,070.65 |
| 95 | Febco 101-035 1-1/2"& 2" R.V Cover | New lead free part# 905-622 | Each | 10 | $ 148.69 | $ 1,486.90 | $ 233.70 | $ 2,336.96 |
| 96 | Febco 905-042 1" # 1& 2" Checks Rubber kit | Febco 905-042 1" # 1& 2" Checks Rubber kit | Each | 20 | $ 14.85 | $ 297.00 | $ 23.49 | $ 469.84 |
| 97 | Febco 905-043 1" R.V Rubber Kit | Febco 905-043 1" R.V Rubber Kit | Each | 20 | $ 25.86 | $ 517.20 | $ 40.98 | $ 819.56 |
| 98 | Febco 905-044 1" Check Stem Assembly | Febco 905-044 1" Check Stem Assembly | Each | 20 | $ 40.49 | $ 809.80 | $ 63.94 | $ 1,278.80 |
| 99 | Febco 905-045 1" R.V Stem Assembly | Febco 905-045 1" R.V Stem Assembly | Each | 20 | $ 126.25 | $ 2,525.00 | $ 198.53 | $ 3,970.66 |
| 100 | Febco 905-053 1-1/2" & 2" #1 & #2 Check Rubber kit | Febco 905-053 1-1/2" & 2" #1 & #2 Check Rubber kit | Each | 20 | $ 23.65 | $ 473.00 | $ 37.45 | $ 748.92 |
| 101 | Febco 905-054 1-1/2" & 2" R.V Rubber Kit | Febco 905-054 1-1/2" & 2" R.V Rubber Kit | Each | 20 | $ 44.92 | $ 898.40 | $ 71.01 | $ 1,420.10 |
| 102 | Febco 905-055 1-1/2" & 2" Check stem assembly | Febco 905-055 1-1/2" & 2" Check stem assembly | Each | 20 | $ 60.57 | $ 1,211.40 | $ 98.56 | $ 1,971.20 |
| 103 | Febco 905-056 1-1/2" & 2" RV Stem assembly | Febco 905-056 1-1/2" & 2" RV Stem assembly | Each | 20 | $ 192.27 | $ 3,845.40 | $ 301.69 | $ 6,033.70 |
| 104 | Febco 781-054 1" Ball Valve w/port | Febco 781-054 1" Ball Valve w/port | Each | 20 | $ 33.67 | $ 673.40 | $ 52.44 | $ 1,048.70 |
| 105 | Febco 781-055 1-1/4" Ball Valve w/port | Febco 781-055 1-1/4" Ball Valve w/port | Each | 20 | $ 63.66 | $ 1,273.20 | $ 98.32 | $ 1,966.30 |
| 106 | Febco 781-056 1-1/2" Ball Valve w/port | Febco 781-056 1-1/2" Ball Valve w/port | Each | 20 | $ 83.13 | $ 1,662.60 | $ 128.54 | $ 2,570.76 |
| 107 | Febco 781-057 2" Ball Valve w/port | Febco 781-057 2" Ball Valve w/port | Each | 20 | $ 120.67 | $ 2,413.40 | $ 186.07 | $ 3,721.42 |
| 108 | Febco 781-049 1" #2 Ball Valve | Febco 781-049 1" #2 Ball Valve | Each | 20 | $ 31.39 | $ 627.80 | $ 48.79 | $ 975.86 |
| 109 | Febco 781-050 1-1/4" #2 Ball Valve | Febco 781-050 1-1/4" #2 Ball Valve | Each | 20 | $ 33.67 | $ 673.40 | $ 84.84 | $ 1,696.84 |
| 110 | Febco 781-051 1-1/2" #2 Ball Valve | Febco 781-051 1-1/2" #2 Ball Valve | Each | 20 | $ 78.22 | $ 1,564.40 | $ 120.89 | $ 2,417.82 |
| 111 | Febco 781-052 2" #2 Ball Valve | Febco 781-052 2" #2 Ball Valve | Each | 20 | $ 101.02 | $ 2,020.40 | $ 156.58 | $ 3,131.52 |
| 112 | Febco 781-074 Test Cock | Febco 781-074 Test Cock | Each | 10 | $ 6.60 | $ 66.00 | $ 11.23 | $ 112.28 |
| 113 | Febco 781-075 Test Cock | Febco 781-075 Test Cock | Each | 10 | $ 6.60 | $ 66.00 | $ 11.23 | $ 112.28 |
| 114 | Carson Spec Standard 12" Rectangular Box 1419-12 w/T-Lid, Green, Tan, Purple, Flush Lid | NDS Part #314PBCR 1419-12 w/T-Lid Green,Purple, Tan | Each | 80 | $ 28.82 | $ 2,305.60 | $ 30.98 | $ 2,478.08 |
| 115 | Carson Spec Jumbo Rectangular Box 1320-12 w/T-Lid, Green, Tan, Purple, Flush Lid | NDS Part # 318 BC 1320-12 w/T-Lid Green, Purple, Tan | Each | 70 | $ 45.98 | $ 3,218.60 | $ 49.42 | $ 3,459.61 |
| 116 | Carson Spec 10" Round 910-10 w/ T-Lid, Flush Lid | NDS PART # 312PBCR 910-10 w/T-Lid Flush, Green,Purple, Tan | Each | 80 | $ 17.67 | $ 1,413.60 | $ 19.00 | $ 1,519.76 |
| 133 | 3" Marking Flags | 3" Marking Flags | Each | 100 | $ 0.09 | $ 9.00 | $ 0.11 | $ 11.00 |
| 136 | Teflon Tape ½" | Teflon Tape ½" | Each | 150 | $ 0.46 | $ 69.00 | $ 0.61 | $ 91.80 |
| 137 | Teflon Tape ¾" | Teflon Tape ¾" | Each | 150 | $ 0.71 | $ 106.50 | $ 0.94 | $ 141.15 |
| 138 | Teflon Tape 1" | Teflon Tape 1" | Each | 150 | $ 1.14 | $ 171.00 | $ 1.51 | $ 226.35 |
| 139 | 3M DBR/Y-6 Direct Burial Wire Connectors | King Connectors #20230 | Each | 1,400 | $ 1.69 | $ 2,366.00 | $ 2.97 | $ 4,162.20 |
| 143 | Weld- On 721 PVC Glue - Pints | Weld- On 721 PVC Glue - Pints | Each | 80 | $ 11.22 | $ 897.60 | $ 17.44 | $ 1,395.36 |
| 144 | Weld-On 721 PVC Glue - Quarts | Weld-On 721 PVC Glue - Quarts | Each | 80 | $ 18.79 | $ 1,503.20 | $ 29.18 | $ 2,334.72 |
| 145 | Weld-On 721 PVC Glue - Gallons | Weld-On 721 PVC Glue - Gallons | Each | 4 | $ 64.65 | $ 258.60 | $ 100.51 | $ 402.04 |
| 146 | Weld-On 711 Glue - Pints | Weld-On 711 Glue - Pints | Each | 80 | $ 11.98 | $ 958.40 | $ 18.47 | $ 1,477.44 |
| 147 | Weld-On 711 Glue - Quarts | Weld-On 711 Glue - Quarts | Each | 144 | $ 20.13 | $ 2,898.72 | $ 31.08 | $ 4,476.10 |
| 148 | Weld-On P70 Primer - Pints | Weld-On P70 Primer - Pints | Each | 80 | $ 11.04 | $ 883.20 | $ 17.06 | $ 1,364.96 |

IFB: **21-002-3600**
**IRRIGATION & WATER CONSERVATION SUPPLIES**

Vendor: **Smith Pipe & Supply**

| | | | | | FY 2021-2022 ORIGINAL BID | | FY 2022-2023 1st Option to Extend | |
|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Bidder's Specified "Approved Equal" or Brand Name & Mfg Item # | Unit of Measure | Estimated Quantity | Original Price Per Unit | Original Extended Price | FY 22-23 Price Per Unit | FY 22-23 Extended Price |
| 149 | Weld-On P70 Primer - Quarts | Weld-On P70 Primer - Quarts | Each | 80 | $ 17.88 | $ 1,430.40 | $ 27.59 | $ 2,207.12 |
| 150 | Weld-On P70 Primer - Gallons | Weld-On P70 Primer - Gallons | Each | 4 | $ 58.86 | $ 235.44 | $ 90.71 | $ 362.83 |
| 151 | Romac Repair Coupling 501-3.51x3.51x10, 3" | Romac Repair Coupling 501-3.51x3.51x10, 3" | Each | 10 | $ 93.84 | $ 938.40 | $ 145.32 | $ 1,453.24 |
| 152 | Romac Repair Coupling 501-4.70x4.70x10, 4" | Romac Repair Coupling 501-4.70x4.70x10, 4" | Each | 10 | $ 132.07 | $ 1,320.70 | $ 204.53 | $ 2,045.32 |
| 153 | Romac Repair Coupling 501-6.76x6.76x10, 6" | Romac Repair Coupling 501-6.76x6.76x10, 6" | Each | 20 | $ 197.80 | $ 3,956.00 | $ 306.33 | $ 6,126.58 |
| 162 | PVC Pipe Schedule 40, ½" | PVC Pipe Schedule 40, ½" | Per foot | 5,000 | $ 0.24 | $ 1,200.00 | $ 0.47 | $ 2,345.00 |
| 163 | PVC Pipe Schedule 40, ¾" | PVC Pipe Schedule 40, ¾" | Per foot | 5,000 | $ 0.32 | $ 1,600.00 | $ 0.62 | $ 3,090.00 |
| 164 | PVC Pipe Schedule 40, 1" | PVC Pipe Schedule 40, 1" | Per foot | 5,000 | $ 0.49 | $ 2,450.00 | $ 0.93 | $ 4,670.00 |
| 165 | PVC Pipe Schedule 40, 1-1/4" | PVC Pipe Schedule 40, 1-1/4" | Per foot | 1,000 | $ 0.65 | $ 650.00 | $ 1.25 | $ 1,250.00 |
| 166 | PVC Pipe Schedule 40, 1-1/2" | PVC Pipe Schedule 40, 1-1/2" | Per foot | 1,000 | $ 0.77 | $ 770.00 | $ 1.49 | $ 1,491.00 |
| 167 | PVC Pipe Schedule 40, 2" | PVC Pipe Schedule 40, 2" | Per foot | 1,000 | $ 1.03 | $ 1,030.00 | $ 2.00 | $ 2,002.00 |
| 168 | PVC Pipe Schedule 40, 2-1/2" | PVC Pipe Schedule 40, 2-1/2" | Per foot | 400 | $ 1.63 | $ 652.00 | $ 3.16 | $ 1,265.60 |
| 169 | PVC Pipe SCH 40, 3" | PVC Pipe SCH 40, 3" | Per foot | 2,000 | $ 2.14 | $ 4,280.00 | $ 4.14 | $ 8,282.00 |
| 170 | PVC Pipe SCH 40, 4" | PVC Pipe SCH 40, 4" | Per foot | 200 | $ 3.01 | $ 602.00 | $ 5.90 | $ 1,179.40 |
| 171 | PVC Pipe Class 315, 6" | Not Avaliable No Bid | Per foot | 300 | $ - | $ - | $ - | $ - |
| 172 | PVC Pipe Class 315, 8" | Not Avaliable No Bid | Per foot | 20 | $ - | $ - | $ - | $ - |
| 173 | Schedule 80 Nipple ½" x 2" | Schedule 80 Nipple ½" x 2" | Each | 500 | $ 0.28 | $ 140.00 | $ 0.29 | $ 145.00 |
| 174 | Schedule 80 Nipple ½" x 4" | Schedule 80 Nipple ½" x 4" | Each | 500 | $ 0.37 | $ 185.00 | $ 0.63 | $ 316.00 |
| 175 | Schedule 80 Nipple ½" x 6" | Schedule 80 Nipple ½" x 6" | Each | 500 | $ 0.52 | $ 260.00 | $ 0.55 | $ 275.00 |
| 176 | Schedule 80 Nipple ½" x 8" | Schedule 80 Nipple ½" x 8" | Each | 500 | $ 0.63 | $ 315.00 | $ 0.65 | $ 325.00 |
| 177 | Schedule 80 Nipple ½" x 10" | Schedule 80 Nipple ½" x 10" | Each | 500 | $ 0.70 | $ 350.00 | $ 0.72 | $ 360.00 |
| 178 | Schedule 80 Nipple ½" x 12" | Schedule 80 Nipple ½" x 12" | Each | 500 | $ 0.78 | $ 390.00 | $ 0.80 | $ 400.00 |
| 179 | Schedule 80 Nipple ¾" x 3" | Schedule 80 Nipple ¾" x 3" | Each | 500 | $ 0.49 | $ 245.00 | $ 0.55 | $ 275.00 |
| 180 | Schedule 80 Nipple ¾" x 6" | Schedule 80 Nipple ¾" x 6" | Each | 500 | $ 0.67 | $ 335.00 | $ 0.75 | $ 375.00 |
| 181 | Schedule 80 Nipple ¾" x 8" | Schedule 80 Nipple ¾" x 8" | Each | 500 | $ 0.99 | $ 495.00 | $ 1.05 | $ 525.00 |
| 182 | Schedule 80 Nipple 1" x 3" | Schedule 80 Nipple 1" x 3" | Each | 500 | $ 0.71 | $ 355.00 | $ 0.78 | $ 390.00 |
| 183 | Schedule 80 Nipple 1" x 10" | Schedule 80 Nipple 1" x 10" | Each | 500 | $ 1.90 | $ 950.00 | $ 1.99 | $ 995.00 |
| 184 | Schedule 80- 3" 90 EL SxS | Schedule 80- 3" 90 EL SxS | Each | 5 | $ 8.67 | $ 43.35 | $ 14.84 | $ 74.22 |
| 185 | Schedule 80- 3" 45 EL SxS | Schedule 80- 3" 45 EL SxS | Each | 4 | $ 19.89 | $ 79.56 | $ 34.04 | $ 136.15 |
| 186 | Schedule 80- 3" CPLG SxS | Schedule 80- 3" CPLG SxS | Each | 10 | $ 11.60 | $ 116.00 | $ 19.85 | $ 198.50 |
| 187 | Schedule 80- 3" TEE SxSxS | Schedule 80- 3" TEE SxSxS | Each | 10 | $ 15.95 | $ 159.50 | $ 27.30 | $ 273.00 |
| 188 | Schedule 80- 4" 90 SxS | Schedule 80- 4" 90 SxS | Each | 5 | $ 13.19 | $ 65.95 | $ 22.57 | $ 112.87 |
| 189 | Schedule 80- 4" 45 SxS | Schedule 80- 4" 45 SxS | Each | 5 | $ 35.82 | $ 179.10 | $ 62.30 | $ 311.49 |
| 190 | Schedule 80- 4" CPLG SxS | Schedule 80- 4" CPLG SxS | Each | 10 | $ 14.52 | $ 145.20 | $ 24.86 | $ 248.56 |
| 191 | Schedule 80- 4" TEE SxSxS | Schedule 80- 4" TEE SxSxS | Each | 10 | $ 18.48 | $ 184.80 | $ 31.64 | $ 316.36 |
| 192 | Schedule 80- 6" 90 SxS | Schedule 80- 6" 90 SxS | Each | 5 | $ 37.53 | $ 187.65 | $ 64.23 | $ 321.16 |
| 193 | Schedule 80- 6" 45 SxS | Schedule 80- 6" 45 SxS | Each | 5 | $ 45.18 | $ 225.90 | $ 77.19 | $ 385.95 |
| 194 | Schedule 80- 6" CPLG SxS | Schedule 80- 6" CPLG SxS | Each | 15 | $ 31.26 | $ 468.90 | $ 53.50 | $ 802.46 |
| 195 | Schedule 80- 6" TEE SxS | Schedule 80- 6" TEE SxS | Each | 20 | $ 63.12 | $ 1,262.40 | $ 108.01 | $ 2,160.28 |
| 196 | Schedule 80- 6x4 Bushing SxS | Schedule 80- 6x4 Bushing SxS | Each | 4 | $ 24.94 | $ 99.76 | $ 42.67 | $ 170.70 |
| 197 | Schedule 80- 6x3 Bushing SxS | Schedule 80- 6x3 Bushing SxS | Each | 2 | $ 24.94 | $ 49.88 | $ 42.67 | $ 85.35 |
| 198 | Schedule 80- 6x2 Bushing SxS | Schedule 80- 6x2 Bushing SxS | Each | 20 | $ 24.94 | $ 498.80 | $ 42.67 | $ 853.48 |
| 199 | Schedule 40 Union 458-010 | Schedule 40 Union 458-010 | Each | 50 | $ 4.39 | $ 219.50 | $ 9.58 | $ 478.80 |
| 200 | Schedule 40 Union 458-015 | Schedule 40 Union 458-015 | Each | 50 | $ 7.07 | $ 353.50 | $ 16.80 | $ 840.20 |
| 201 | Schedule 40 Union 458-020 | Schedule 40 Union 458-020 | Each | 50 | $ 9.46 | $ 473.00 | $ 20.66 | $ 1,032.80 |
| 202 | Schedule 40 Union 457-010 | Schedule 40 Union 457-010 | Each | 50 | $ 2.01 | $ 100.50 | $ 4.39 | $ 219.40 |
| 203 | Schedule 40 Union 457-015 | Schedule 40 Union 457-015 | Each | 25 | $ 6.75 | $ 168.75 | $ 14.75 | $ 368.63 |
| 204 | Schedule 40 Union 457-020 | Schedule 40 Union 457-020 | Each | 25 | $ 9.11 | $ 227.75 | $ 19.88 | $ 497.05 |
| 205 | Schedule 40 PVC Ball Valve 1" FIPT x FIPT | Schedule 40 PVC Ball Valve 1" FIPT x FIPT | Each | 10 | $ 2.08 | $ 20.80 | $ 2.98 | $ 29.78 |
| 206 | Schedule 40 PVC Ball Valve 1-1/2" FIPT x FIPT | Schedule 40 PVC Ball Valve 1-1/2" FIPT x FIPT | Each | 10 | $ 4.18 | $ 41.80 | $ 5.96 | $ 59.61 |
| 207 | Schedule 40 PVC Ball Valve 2" FIPT x FIPT | Schedule 40 PVC Ball Valve 2" FIPT x FIPT | Each | 10 | $ 5.36 | $ 53.60 | $ 7.65 | $ 76.48 |
| 208 | Schedule 40 PVC Ball Valve 1" SxS | Schedule 40 PVC Ball Valve 1" SxS | Each | 10 | $ 2.08 | $ 20.80 | $ 2.98 | $ 29.78 |
| 209 | Schedule 40 PVC Ball Valve 1-1/2" SxS | Schedule 40 PVC Ball Valve 1-1/2" SxS | Each | 5 | $ 4.18 | $ 20.90 | $ 5.96 | $ 29.81 |
| 210 | Schedule 40 PVC Ball Valve 2" SxS | Schedule 40 PVC Ball Valve 2" SxS | Each | 5 | $ 5.36 | $ 26.80 | $ 7.65 | $ 38.24 |
| 211 | Schedule 40 ½" CPLG SxS | Schedule 40 ½" CPLG SxS | Each | 1,250 | $ 0.14 | $ 175.00 | $ 0.26 | $ 326.25 |
| 212 | Schedule 40 ½" Female Adapter | Schedule 40 ½" Female Adapter | Each | 1,250 | $ 0.20 | $ 250.00 | $ 0.36 | $ 448.75 |
| 213 | Schedule 40 ½" Male Adapter | Schedule 40 ½" Male Adapter | Each | 1,250 | $ 0.16 | $ 200.00 | $ 0.29 | $ 358.75 |
| 214 | Schedule 40 ½" Tee SxSxS | Schedule 40 ½" Tee SxSxS | Each | 1,250 | $ 0.21 | $ 262.50 | $ 0.40 | $ 495.00 |
| 215 | Schedule 40 ½" Tee SxSxT | Schedule 40 ½" Tee SxSxT | Each | 1,250 | $ 0.29 | $ 362.50 | $ 0.52 | $ 651.25 |
| 216 | Schedule 40 ½" 45 SxS | Schedule 40 ½" 45 SxS | Each | 1,250 | $ 0.29 | $ 362.50 | $ 0.52 | $ 651.25 |
| 217 | Schedule 40 ½" 90 SxS | Schedule 40 ½" 90 SxS | Each | 1,250 | $ 0.17 | $ 212.50 | $ 0.32 | $ 396.25 |
| 218 | Schedule 40 ½" 90 SxT | Schedule 40 ½" 90 SxT | Each | 1,250 | $ 0.21 | $ 262.50 | $ 0.40 | $ 495.00 |
| 219 | Schedule 40 ½" 90 TxT | Schedule 40 ½" 90 TxT | Each | 1,250 | $ 0.42 | $ 525.00 | $ 0.76 | $ 955.00 |
| 220 | Schedule 40 ½" Cap Slip | Schedule 40 ½" Cap Slip | Each | 500 | $ 0.16 | $ 80.00 | $ 0.29 | $ 143.50 |
| 221 | Schedule 40 ½" Cap Thread | Schedule 40 ½" Cap Thread | Each | 500 | $ 0.33 | $ 165.00 | $ 0.61 | $ 304.00 |
| 222 | ½" Marlex Street Ells | ½" Marlex Street Ells | Each | 800 | $ 0.12 | $ 96.00 | $ 0.30 | $ 240.80 |
| 223 | Schedule 40 ¾" x ½" Reducer Bushing Slip x Slip | Schedule 40 ¾" x ½" Reducer Bushing Slip x Slip | Each | 1,250 | $ 0.18 | $ 225.00 | $ 0.33 | $ 413.75 |
| 224 | Schedule 40 ¾" x ½" Reducer Bushing TxT | Schedule 40 ¾" x ½" Reducer Bushing TxT | Each | 1,250 | $ 0.51 | $ 637.50 | $ 0.93 | $ 1,165.00 |
| 225 | Schedule 40 ¾"x ¾"x ½" SxSxT Tee | Schedule 40 ¾"x ¾"x ½" SxSxT Tee | Each | 1,500 | $ 0.38 | $ 570.00 | $ 0.70 | $ 1,044.00 |
| 226 | Schedule 40 ¾" CPLG SxS | Schedule 40 ¾" CPLG SxS | Each | 1,500 | $ 0.16 | $ 240.00 | $ 0.29 | $ 430.50 |
| 227 | Schedule 40 ¾" Female Adapter | Schedule 40 ¾" Female Adapter | Each | 1,500 | $ 0.25 | $ 375.00 | $ 0.45 | $ 678.00 |
| 228 | Schedule 40 ¾" Male Adapter | Schedule 40 ¾" Male Adapter | Each | 1,500 | $ 0.17 | $ 255.00 | $ 0.32 | $ 475.50 |
| 229 | Schedule 40 ¾" Tee SxSxS | Schedule 40 ¾" Tee SxSxS | Each | 1,500 | $ 0.25 | $ 375.00 | $ 0.45 | $ 678.00 |
| 230 | Schedule 40 ¾" Tee SxSxT | Schedule 40 ¾" Tee SxSxT | Each | 1,500 | $ 0.44 | $ 660.00 | $ 0.81 | $ 1,216.50 |
| 231 | Schedule 40 ¾" 45 SxS | Schedule 40 ¾" 45 SxS | Each | 1,500 | $ 0.44 | $ 660.00 | $ 0.81 | $ 1,216.50 |
| 232 | Schedule 40 ¾" 90 SxS | Schedule 40 ¾" 90 SxS | Each | 1,500 | $ 0.20 | $ 300.00 | $ 0.36 | $ 538.50 |
| 233 | Schedule 40 ¾" 90 SxT | Schedule 40 ¾" 90 SxT | Each | 1,250 | $ 0.25 | $ 312.50 | $ 0.45 | $ 565.00 |
| 234 | Schedule 40 ¾" 90 TxT | Schedule 40 ¾" 90 TxT | Each | 1,250 | $ 0.63 | $ 787.50 | $ 1.14 | $ 1,418.75 |
| 235 | Schedule 40 ¾" Cap Slip | Schedule 40 ¾" Cap Slip | Each | 500 | $ 0.18 | $ 90.00 | $ 0.33 | $ 165.50 |
| 236 | Schedule 40 ¾" Cap Thread | Schedule 40 ¾" Cap Thread | Each | 500 | $ 0.38 | $ 190.00 | $ 0.70 | $ 348.00 |
| 237 | ¾" Marlex Street Ells | ¾" Marlex Street Ells | Each | 2,500 | $ 0.60 | $ 1,500.00 | $ 1.11 | $ 2,762.50 |
| 238 | Schedule 40 1"x ¾" Reducer Bushing Slip x Slip | Schedule 40 1"x ¾" Reducer Bushing Slip x Slip | Each | 1,250 | $ 0.33 | $ 412.50 | $ 0.61 | $ 760.00 |
| 239 | Schedule 40 1"x ¾" Reducer Bushing T x T | Schedule 40 1"x ¾" Reducer Bushing T x T | Each | 1,000 | $ 0.72 | $ 720.00 | $ 1.30 | $ 1,300.00 |
| 240 | Schedule 40 1"x 1"x ¾" SxSxT | Schedule 40 1"x 1"x ¾" SxSxT | Each | 1,250 | $ 0.83 | $ 1,037.50 | $ 1.50 | $ 1,872.50 |
| 241 | Schedule 40 1" CPLG SxS | Schedule 40 1" CPLG SxS | Each | 1,500 | $ 0.28 | $ 420.00 | $ 0.50 | $ 753.00 |
| 242 | Schedule 40 1" Female Adapter | Schedule 40 1" Female Adapter | Each | 1,500 | $ 0.29 | $ 435.00 | $ 0.52 | $ 781.50 |
| 243 | Schedule 40 1" Male Adapter | Schedule 40 1" Male Adapter | Each | 1,500 | $ 0.31 | $ 465.00 | $ 0.57 | $ 856.50 |
| 244 | Schedule 40 1" Tee SxSxS | Schedule 40 1" Tee SxSxS | Each | 1,500 | $ 0.47 | $ 705.00 | $ 0.85 | $ 1,270.50 |
| 245 | Schedule 40 1" Tee SxSxT | Schedule 40 1" Tee SxSxT | Each | 500 | $ 0.83 | $ 415.00 | $ 1.50 | $ 749.00 |
| 246 | Schedule 40 1" 45 SxS | Schedule 40 1" 45 SxS | Each | 1,500 | $ 0.54 | $ 810.00 | $ 0.98 | $ 1,464.00 |
| 247 | Schedule 40 1" 90 SxS | Schedule 40 1" 90 SxS | Each | 1,500 | $ 0.35 | $ 525.00 | $ 0.64 | $ 957.00 |
| 248 | Schedule 40 1" 90 SxT | Schedule 40 1" 90 SxT | Each | 1,000 | $ 0.47 | $ 470.00 | $ 0.85 | $ 847.00 |
| 249 | Schedule 40 1" Cap Slip | Schedule 40 1" Cap Slip | Each | 500 | $ 0.29 | $ 145.00 | $ 0.52 | $ 260.50 |
| 250 | Schedule 40 1" Cap Thread | Schedule 40 1" Cap Thread | Each | 500 | $ 0.58 | $ 290.00 | $ 1.06 | $ 527.50 |
| 251 | Schedule 40 1-1/2"x 1" Reducer Bushing Slip x Slip | Schedule 40 1-1/2"x 1" Reducer Bushing Slip x Slip | Each | 750 | $ 0.47 | $ 352.50 | $ 0.86 | $ 643.50 |
| 252 | Schedule 40 1-1/2"x 1" Reducer Bushing TxT | Schedule 40 1-1/2"x 1" Reducer Bushing TxT | Each | 500 | $ 1.29 | $ 645.00 | $ 2.34 | $ 1,170.00 |
| 253 | Schedule 40 1-1/2" CPLG SxS | Schedule 40 1-1/2" CPLG SxS | Each | 1,250 | $ 0.41 | $ 512.50 | $ 0.74 | $ 928.75 |
| 254 | Schedule 40 1-1/2" Female Adapter | Schedule 40 1-1/2" Female Adapter | Each | 1,250 | $ 0.52 | $ 650.00 | $ 0.93 | $ 1,165.00 |
| 255 | Schedule 40 1-1/2" Male Adapter | Schedule 40 1-1/2" Male Adapter | Each | 1,250 | $ 0.52 | $ 650.00 | $ 0.93 | $ 1,165.00 |
| 256 | Schedule 40 1-1/2" Tee SxSxS | Schedule 40 1-1/2" Tee SxSxS | Each | 1,250 | $ 0.88 | $ 1,100.00 | $ 1.61 | $ 2,007.50 |
| 257 | Schedule 40 1-1/2" Tee SxSxT | Schedule 40 1-1/2" Tee SxSxT | Each | 750 | $ 1.72 | $ 1,290.00 | $ 3.11 | $ 2,332.50 |
| 258 | Schedule 40 1-1/2" 45 SxS | Schedule 40 1-1/2" 45 SxS | Each | 750 | $ 0.94 | $ 705.00 | $ 1.71 | $ 1,278.75 |
| 259 | Schedule 40 1-1/2" 90 SxS | Schedule 40 1-1/2" 90 SxS | Each | 1,000 | $ 0.66 | $ 660.00 | $ 1.21 | $ 1,206.00 |
| 260 | Schedule 40 1-1/2" 90 SxT | Schedule 40 1-1/2" 90 SxT | Each | 750 | $ 0.86 | $ 645.00 | $ 1.57 | $ 1,178.25 |
| 261 | Schedule 40 2"x 1-1/2" Reducer Bushing Slip x Slip | Schedule 40 2"x 1-1/2" Reducer Bushing Slip x Slip | Each | 200 | $ 0.78 | $ 156.00 | $ 1.42 | $ 283.00 |
| 262 | Schedule 40 2" CPLG SxS | Schedule 40 2" CPLG SxS | Each | 500 | $ 0.63 | $ 315.00 | $ 1.14 | $ 567.50 |
| 263 | Schedule 40 2" Female Adapter | Schedule 40 2" Female Adapter | Each | 200 | $ 0.68 | $ 136.00 | $ 1.25 | $ 249.20 |
| 264 | Schedule 40 2" Male Adapter | Schedule 40 2" Male Adapter | Each | 200 | $ 0.67 | $ 134.00 | $ 1.22 | $ 243.60 |
| 265 | Schedule 40 2" Tee SxSxS | Schedule 40 2" Tee SxSxS | Each | 200 | $ 1.29 | $ 258.00 | $ 2.34 | $ 468.00 |

IFB: **21-002-3600**
**IRRIGATION & WATER CONSERVATION SUPPLIES**

Vendor: **Smith Pipe & Supply**

| | | | | | FY 2021-2022 ORIGINAL BID | | FY 2022-2023 1st Option to Extend | |
|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Description** | **Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #** | **Unit of Measure** | **Estimated Quantity** | **Original Price Per Unit** | **Original Extended Price** | **FY 22-23 Price Per Unit** | **FY 22-23 Extended Price** |
| 266 | Schedule 40 2" Tee SxSxT | Schedule 40 2" Tee SxSxT | Each | 200 | $ 2.02 | $ 404.00 | $ 3.94 | $ 788.20 |
| 267 | Schedule 40 2" 45 SxS | Schedule 40 2" 45 SxS | Each | 200 | $ 1.14 | $ 228.00 | $ 2.22 | $ 444.40 |
| 268 | Schedule 40 2" 90 SxS | Schedule 40 2" 90 SxS | Each | 200 | $ 1.05 | $ 210.00 | $ 1.90 | $ 379.20 |
| 269 | Schedule 40 2" 90 SxT | Schedule 40 2" 90 SxT | Each | 200 | $ 2.24 | $ 448.00 | $ 4.06 | $ 812.20 |
| 270 | Schedule 40 3" CPLG SxS | Schedule 40 3" CPLG SxS | Each | 50 | $ 2.16 | $ 108.00 | $ 3.92 | $ 196.10 |
| 271 | Schedule 40 3" Tee SxSxS | Schedule 40 3" Tee SxSxS | Each | 50 | $ 5.61 | $ 280.50 | $ 10.14 | $ 507.15 |
| 272 | Schedule 40 3" 45 SxS | Schedule 40 3" 45 SxS | Each | 50 | $ 4.96 | $ 248.00 | $ 8.98 | $ 449.00 |
| 273 | Schedule 40 3" 90 SxS | Schedule 40 3" 90 SxS | Each | 50 | $ 3.92 | $ 196.00 | $ 6.91 | $ 345.60 |
| 275 | KRC429-005 ½" DAWN Kwik Repair Coupler | KRC429-005 ½" DAWN Kwik Repair Coupler | Each | 100 | $ 1.65 | $ 165.00 | $ 1.78 | $ 178.40 |
| 276 | KRC429-007 ¾" DWAN Kwik Repair Coupler | KRC429-007 ¾" DWAN Kwik Repair Coupler | Each | 100 | $ 1.96 | $ 196.00 | $ 2.12 | $ 212.20 |
| 277 | KRC429-010 1" DAWN Kwik Repair Coupler | KRC429-010 1" DAWN Kwik Repair Coupler | Each | 100 | $ 2.30 | $ 230.00 | $ 2.48 | $ 248.20 |
| 278 | KRC429-015 1 ½" DAWN Kwik Repair Coupler | KRC429-015 1 ½" DAWN Kwik Repair Coupler | Each | 80 | $ 4.70 | $ 376.00 | $ 5.09 | $ 406.80 |
| 279 | KRC429-020 2" DAWN Kwik Repair Coupler | KRC429-020 2" DAWN Kwik Repair Coupler | Each | 80 | $ 7.25 | $ 580.00 | $ 7.84 | $ 627.52 |
| 280 | KRC429-025 2 ½" DAWN Kwik Repair Coupler | KRC429-025 2 ½" DAWN Kwik Repair Coupler | Each | 80 | $ 10.58 | $ 846.40 | $ 11.44 | $ 915.52 |
| 281 | KRC429-030 3" DAWN Kwik Repair Coupler | KRC429-030 3" DAWN Kwik Repair Coupler | Each | 10 | $ 13.52 | $ 135.20 | $ 14.63 | $ 146.29 |
| 282 | KRC429-040 4" DAWN Kwik Repair Coupler | KRC429-040 4" DAWN Kwik Repair Coupler | Each | 5 | $ 23.73 | $ 118.65 | $ 25.67 | $ 128.36 |
| 285 | 2'' X 8' Pressure treated lodge pole | 2'' X 8' Pressure treated lodge pole | Each | 100 | $ 2.22 | $ 222.00 | $ 3.66 | $ 366.30 |
| 286 | 24" Cinch Tree Tie | 24" Cinch Tree Tie | Each | 200 | $ 0.31 | $ 62.00 | $ 0.34 | $ 67.60 |
| 287 | Delivery charges per order (if applicable) | _____ Delivery days upon receipt of order. | Per order | 1 | $ - | $ - | | $ - |
| 288 | SPECIFY ALL OTHER COSTS TO THE CITY | | | | $ - | $ - | | $ - |
| **Total** | **238** | | | | **$ 9,440.02** | **$ 359,449.36** | **$ 13,871.02** | **$ 503,618.98** |

# CITY OF PALMDALE

# Purchase Order



**PURCHASING DIVISION**
PHONE: (661) 267-5444 FAX (661) 267-5454
**BILL TO:** ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

**Revisions** 000
Expiration Date 06/30/2023

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

Purchase Order # 20230004

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

**VENDOR**
SMITH PIPE & SUPPLY INC
PO BOX 5051
WESTLAKE VILLAGE, CA 91359-5051
Fax: 661-949-7693

**SHIP TO**
STEVE MONTENEGRO/PAUL WOOD
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
Email: SMONTENEGRO@CITYOFPALMDALE.ORG
Phone: 661-267-5338

| Vendor Phone Number | Vendor Fax Number | Requisition Number | Buyer |
|---|---|---|---|
| 661-948-0996 | 661-949-7693 | | Matthew Harris |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 06/09/2022 | 5978 | | DESTINATION/NET 45 | LANDSCAPE MAINT-GEN BENEFIT |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | IRRIGATION SYSTEMS, SUPPLIES, PARTS, ACCESSORIES<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | IRRIGATION AND WATER CONSERVATION SUPPLIES - PARKS<br>THIS FY 2022-2023 BLANKET PURCHASE ORDER AS A RESULT OF IFB 21-002-3600 IS PENDING CITY COUNCIL APPROVAL JULY 13, 2022. THE TERM IS ONE YEAR, COMMENCING JULY 1, 2022 AND IS THE FIRST OF TWO OPTIONS TO EXTEND ON ADDITIONAL YEAR.<br>***10133002 - 734110*** | 1.0 | DL | $80,000.00 | $80,000.00<br>***$80,000.00*** |
| 2 | IRRIGATION AND WATER CONSERVATION SUPPLIES - LANDSCAPE ASSESSMENT DISTRICTS<br>***25133003 - 734110 - 3610*** | 1.0 | DL | $130,000.00 | $130,000.00<br>***$130,000.00*** |
| 3 | IRRIGATION AND WATER CONSERVATION SUPPLIES - PALMDALE TRANSPORTATION CENTER<br>***20333005 - 734110 - 3410*** | 1.0 | DL | $5,500.00 | $5,500.00<br>***$5,500.00*** |
| 4 | IRRIGATION AND WATER CONSERVATION SUPPLIES - GENERAL BENEFITS<br>***10133003 - 734110*** | 1.0 | DL | $11,000.00 | $11,000.00<br>***$11,000.00*** |
| 5 | IRRIGATION AND WATER CONSERVATION SUPPLIES - PARK & RIDES<br>***20333005 - 734110 - 3411*** | 1.0 | DL | $3,500.00 | $3,500.00<br>***$3,500.00*** |

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

**CONTINUED ON NEXT PAGE**

**VENDOR COPY**

1. **ACCEPTANCE** ACCEPTANCE OF THIS PURCHASE ORDER BY THE VENDOR IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY TERM OR CONDITION STATED BY THE VENDOR IN ANY PRIOR PROPOSAL , ON VENDOR'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY THE BUYER. ANY SUCH TERM OR CONDITION SHALL BE INAPPLICABLE TO THIS ORDER UNLESS EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE MERCHANDISE COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF VENDOR'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY VENDOR SHALL CONSTITUTE ACCEPTANCE OF THIS OFFER AND ALL OF ITS TERMS AND CONDITIONS; SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE MERCHANDISE ORDERED; INFORMING THE BUYER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING VENDOR'S OWN FORM OF ACKNOWLEDGEMENT.

2. **PRICE AND DELIVERY** Vendor shall furnish the merchandise covered by this order (which may consist of or include services of a non-technical and non-professional nature or construction work) in accordance with the prices and delivery schedule stated on the face of this order. If prices or delivery dates are not stated, Vendor shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales taxes which are separately shown where applicable. Vendor warrants that the prices charged for the merchandise ordered will be as low as the lowest price charged by the Vendor to any customers purchasing similar merchandise in the same or smaller quantities and under like circumstances.

3. **PAYMENT** Buyer shall pay to Vendor the full sales price within forty five (45) days of invoice date, or sooner if otherwise specified on the face of this order.

4. **PACKING AND SHIPPING** Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates and to assure adequate protection of the merchandise in shipment and storage and its arrival at F.O.B. point in undamaged condition. An itemized packing list shall accompany each shipment.

5. **F.O.B, TITLE AND RISK OF LOSS** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order . If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to Buyer, until delivery of the merchandise to Buyer's designated location.

6. **INVOICING** After shipping or otherwise providing merchandise under this order, Vendor shall send a separate invoice, in duplicate, including item numbers and accompanied by a bill of lading or express receipt. The time for payment of Vendor's invoices shall commence upon the date of actual receipt of merchandise and acceptable invoices consistent with the requirements of this order.

7. **ADVANCE SHIPMENTS AND COMMITMENTS** Buyer may, at its option, either merchandise received in advance of the delivery schedule set forth herein, or return it to Vendor at Vendor's risk and expense. If retained, time for payment and discount, if any, shall be based upon scheduled delivery dates. Vendor shall place all orders for, and schedule deliveries of materials necessary for its performance under this order at such times as will enable Vendor to meet, but not unreasonably anticipate, the stated delivery schedule. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising form commitments by Vendor for the acquisition of materials, or work performed, in advance of the time necessary to meet the specified delivery schedule, unless Buyer has given its prior written consent to such advance commitments or work.

8. **CHANGES** Buyer may, by written change order, suspend performance in whole or in part, make changes in quantities, in drawings, designs or specifications, in the method of shipment or packing in the time or place of delivery, or require additional or diminished work. If any such changed causes an increase or decrease in the cost of or the time required for, performance of this order, an equitable adjustment shall be made in the contract price or delivery dates, or both and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 8 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Vendor of the change order. No change order will be binding on Buyer unless issued and signed by an authorized representative of Buyer's purchasing department. Nothing in this Section 8 shall excuse Vendor from proceeding with the order as changed.

9. **INSPECTION** Final inspection and acceptance of the merchandise shall be at the F.O.B. point unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of Buyer at the location where the merchandise is received. Buyer reserves the right to use sampling procedures for the acceptance or rejection of any or all items ordered. If a lot is rejected by the sampling procedure, the entire lot may be returned to Vendor for screening at the Vendor's expense or, at the option of Buyer, the rejected lot may be screened by Buyer at Vendor's expense, and the costs thereof shall be deducted from Vendor's invoice. Buyer may reject any merchandise which contains defective materials or workmanship or does not conform to specifications or samples. In such event, Buyer may, at its option, and upon written notice to Vendor: (i) rescind this order as to such merchandise; (ii) accept such merchandise at an equitable reduction in price; or (iii) reject such merchandise and require the delivery of replacements. Deliveries of replacement merchandise shall be accompanied by a written notice specifying that such merchandise is a replacement. If Vendor fails to deliver required replacements promptly, Buyer may: (I) replace or correct such merchandise and charge the Vendor the cost thereby incurred by Buyer; or (ii) terminate this order for cause as provided in Section 16 hereof. The rights of Buyer under this Section 9 are in addition to any other rights or remedies herein or by law.

10. **WARRANTIES** In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (I) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

    In addition to all other rights Buyer may have, if merchandise is determined not to e as warranted within a period of one (1) year acceptance by Buyer, Buyer may return such merchandise to Vendor, at Vendor's expense, for correction, replacement or credit, as Buyer may direct. Any merchandise corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement merchandise, be subject to the provision of this Section 10 for the same period and to the same extent as merchandise initially furnished pursuant to this order.

11. **PROPRIETARY INFORMATION** All written information obtained by Vendor from Buyer concerning this order, and which is identified as proprietary by Buyer, shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by Vendor only to the extent necessary for performance of this order.

12. **COMPLIANCE WITH LAWS** Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations in the manufacture and sale of the merchandise (including the performance of any services or construction work). Vendor will defend and hold Buyer harmless from any loss, damage or costs attributable to or arising out of any actual or alleged violation of any such law, ordinance, rule or regulation.

13 **USE OF VENDOR'S LITERATURE** Buyer shall have the right, at no additional charge, to use and reproduce the Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

14. **LIABILITY FOR INJURY** Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

15. **ASSIGNMENT PROHIBITED** Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall be binding on Buyer without such written consent.

16. **DEFAULT AND TERMINATION** Buyer may, by written notice of default to the Vendor, terminate this order, or any part thereof, under the following circumstances:
    A. If Vendor fails to deliver the merchandise (or to commence performance of any services or construction work included therein) in accordance with the delivery schedule specified herein, or any extension thereof; or if vendor fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and any such failure or default is not cured within ten (10) days after written notice from the Buyer, or
    B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor's property, or the institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Vendor, or any assignments by Vendor for the benefit of creditors.

    Upon any termination to this Section 16, Buyer may purchase similar merchandise elsewhere, or secure the delivery of the merchandise by contract, or otherwise and Vendor shall be liable to Buyer for any excess cost to Buyer; provided, however, that Vendor shall not be liable for such excess costs when the delay of Vendor in performing or in making deliveries is due to causes beyond the control and without fault or negligence on the part of the Vendor. No cause shall constitute a basis for excusable delay unless Vendor has notified Buyer in writing of the existence of such cause within ten (10) days from the commencement thereof. The rights and remedies of Buyer under this Section 16 shall not be exclusive and are in addition to all other rights and remedies provided by law or by the terms and condition of this order.

17. **WAIVER** Buyer's failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

18. **DISPUTE RESOLUTION** Disputes regarding the interpretation or application of any provisions of this order shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce or interpret any provisions of this order, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. **GOVERNING LAW** The validity, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

20. **ENTIRE AGREEMENT** This order, its terms and conditions, and any supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter, unless specifically provided otherwise herein.

21. **NOTICES** All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the other party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

22. **SPECIAL PROVISIONS** Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall superceded any provision of this Purchase Order set forth herein above which are in conflict therewith.

# CITY OF PALMDALE

# Purchase Order



**PURCHASING DIVISION**
PHONE: (661) 267-5444 FAX (661) 267-5454
**BILL TO:** ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

**Revisions** 000
Expiration Date 06/30/2023

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

Purchase Order # 20230004

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

VENDOR
SMITH PIPE & SUPPLY INC
PO BOX 5051
WESTLAKE VILLAGE, CA 91359-5051
Fax: 661-949-7693

SHIP TO
STEVE MONTENEGRO/PAUL WOOD
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
Email: SMONTENEGRO@CITYOFPALMDALE.ORG
Phone: 661-267-5338

| Vendor Phone Number | Vendor Fax Number | Requisition Number | Buyer |
|---|---|---|---|
| 661-948-0996 | 661-949-7693 | | Matthew Harris |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 06/09/2022 | 5978 | | DESTINATION/NET 45 | LANDSCAPE MAINT-GEN BENEFIT |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| 6 | IRRIGATION AND WATER CONSERVATION SUPPLIES - FAIRWAY BUSINESS PARK<br>***10133003 - 734110 - 1087*** | 1.0 | DL | $3,600.00 | $3,600.00<br>***$3,600.00*** |

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

By: _____
Approved City Representative

**VENDOR COPY**

| | |
|---|---|
| Sales Tax | $0.00 |
| **Order Total** | **$233,600.00** |

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10. **WARRANTIES** In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (I) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

    In addition to all other rights Buyer may have, if merchandise is determined not to e as warranted within a period of one (1) year acceptance by Buyer, Buyer may return such merchandise to Vendor, at Vendor's expense, for correction, replacement or credit, as Buyer may direct. Any merchandise corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement merchandise, be subject to the provision of this Section 10 for the same period and to the same extent as merchandise initially furnished pursuant to this order.

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13 **USE OF VENDOR'S LITERATURE** Buyer shall have the right, at no additional charge, to use and reproduce the Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

14. **LIABILITY FOR INJURY** Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

15. **ASSIGNMENT PROHIBITED** Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall be binding on Buyer without such written consent.

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    A. If Vendor fails to deliver the merchandise (or to commence performance of any services or construction work included therein) in accordance with the delivery schedule specified herein, or any extension thereof; or if vendor fails to perfom any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and any such failure or default is not cured within ten (10) days after written notice from the Buyer, or
    B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor's property, or the institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Vendor, or any assignments by Vendor for the benefit of creditors.

    Upon any termination to this Section 16, Buyer may purchase similar merchandise elsewhere, or secure the delivery of the merchandise by contract, or otherwise and Vendor shall be liable to Buyer for any excess cost to Buyer; provided, however, that Vendor shall not be liable for such excess costs when the delay of Vendor in performing or in making deliveries is due to causes beyond the control and without fault or negligence on the part of the Vendor. No cause shall constitute a basis for excusable delay unless Vendor has notified Buyer in writing of the existence of such cause within ten (10) days from the commencement thereof. The rights and remedies of Buyer under this Section 16 shall not be exclusive and are in addition to all other rights and remedies provided by law or by the terms and condition of this order.

17. **WAIVER** Buyer's failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

18. **DISPUTE RESOLUTION** Disputes regarding the interpretation or application of any provisions of this order shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce or interpret any provisions of this order, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. **GOVERNING LAW** The validity, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

20. **ENTIRE AGREEMENT** This order, its terms and conditions, and any supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter, unless specifically provided otherwise herein.

21. **NOTICES** All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the other party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

22. **SPECIAL PROVISIONS** Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall superceded any provision of this Purchase Order set forth herein above which are in conflict therewith.

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS DEPARTMENT**
**MAINTENANCE DIVISION**

**DISTRICT:** **All**

**SUBJECT:** **APPROVE THE FIRST AMENDMENT WITH PUMPMAN, LLC TO EXERCISE FIRST OPTION TO EXTEND CONTRACT TERM AND INCREASE TOTAL PRICE BY $430,000, NOT TO EXCEED THE AMOUNT OF $1,280,000. FOR PROFESSIONAL PUMP SERVICES.**

## ISSUE

Approve the First Amendment with PumpMan, LLC to exercise the first option to extend contract term and increase the total price by $430,000, not to exceed the amount of $1,280,000 for professional pump services.

## RECOMMENDATION

Staff recommends that the City Council:

1. Approve the First Amendment to Agreement No. A-6770 with PumpMan, LLC to exercise the first option to extend contract term and increase the total price by $430,000, not to exceed the amount of $1,280,000 for professional pump services.

2. Authorize the Interim City Manager or her designee to execute the First Amendment to Agreement No. A-6770 with PumpMan, LLC, in the amount of $430,000, including minimal and/or non-substantive changes.

## BACKGROUND

The City released Request for Proposal No. 18-004-3500 Professional Pump Service for Public Works Maintenance on May 20, 2019 for as needed pump services. Two (2) proposal responses were received on June 25, 2019; however, one company did not meet the bid requirements and PumpMan's proposal was the only one evaluated. As a result, City Council awarded RFP 18-004-3500 and approved Agreement No. A-6770 for as needed professional pump services to PumpMan, LLC on October 1, 2019.

Since Agreement No. A-6770 was approved in October 2019, Pumpman, LLC has provided professional pump services, including inspection, testing, evaluation, replacements, and as needed repairs, on various citywide pumps located at City pools,

facilities, regional basins, parks, DryTown Water Park, General Benefit landscape areas, and Landscape Assessment Districts.

Regular inspections and testing can reduce pump failures thereby reducing expensive repairs that could have a significant impact on operations. This is of particular concern at high use facilities such as Drytown Water Park, where a pump failure during peak season could seriously impact or shut down the park, as well as at City parks where a pump failure could cause the loss of turf and other landscape. Based on these scenarios and the services performed to date, staff have identified a need to extend this contract and add additional funds.

## DISCUSSION

Extending the contract term and increasing the contract price by $430,000 will allow for the continued ability to provide annual service to approximately 100 pumps, address unexpected pump failures and replacements, and allow for other emergency repairs.

These additional services include, but are not limited to, the following items:

- **DryTown Water Park:** 3 pump rebuilds at $15,000 each.
- **Street Maintenance:** annual preventative maintenance; replacement of the Avenue Q and 14 Freeway basin pump, and addition of a new second pump at that site for emergency backup per design requirements.
- **Landscape Maintenance (LMD's and General Benefit areas):** annual preventative maintenance for 14 basin storm water pumps and 26 irrigation booster pumps at $2,500-$3,500 each and storm water pump replacement at a cost of $16,000 each.
- **Park Maintenance:** annual preventative maintenance for 18 booster pumps and Legacy Commons stormwater pump (estimated at $22,000); replacement of Domenic Massari Park booster pump at $61,000; and replacement of failed irrigation booster pump for Best of the West (Men's Fields) and Marie Kerr Park Recreation Center at $30,000.

Staff recommends that the City Council approve the First Amendment for Agreement No. A-6770 with PumpMan, LLC to exercise the first option to extend the contract term and increase the total price of the Agreement by $430,000, not to exceed the amount of 1,280,000 for continued professional pump services.

## FISCAL IMPACT

Sufficient funds for the additional $430,000 are budgeted across Contract Services line items in the following accounts for the current fiscal year: Facilities Maintenance – Building and Aquatic Services (10133005); Street Maintenance (20333005); Landscape Maintenance – General Benefit Areas (10133003); Landscape Maintenance – Assessment Districts (25133003); Park Maintenance (10133002); and DryTown Water Park (30041005).

## STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

B. Seek cost effective, customer focused methods of service delivery.
C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. First Amendment to Agreement No. A-6770 PumpMan, LLC

**FIRST AMENDMENT TO AGREEMENT A-6770**
**BETWEEN THE CITY OF PALMDALE AND PUMPMAN LLC**

This First Amendment to Agreement No. A-6770 ("Agreement") between the City of Palmdale and PUMPMAN LLC is made and entered into this 13th day of July, 2022 by and between the City of Palmdale (hereinafter called "CITY") and PUMPMAN LLC (hereinafter called "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into an agreement to provide:

Pump repair and maintenance services, including, but not limited to inspection, testing, evaluation, rebuilds/upgrades, and as needed repairs on various CITY pumps.

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

NOW THEREFORE, the parties agree as follows:

1. CITY shall exercise its first of two options to extend the Contract Term stated in Section 6 by an additional term of one year for continued pump repair and maintenance services. The additional term shall commence on July 01, 2022 and conclude on June 30, 2023.

2. The compensation identified in Section 5 is amended to increase the total price of the Agreement by Four Hundred Thirty Thousand dollars ($430,000.00), not to exceed the amount of One Million Two Hundred Eighty Thousand dollars ($1,280,000.00).

3. Exhibit B - Fee Schedule shall be amended to include pricing for Fiscal Year 2022-2023 and 2023-2024.

**YEAR 4 Fiscal Year 22-23** (July 01, 2022 - June 30, 2023) First Option to Extend

| ITEM | UOM | FY 22-23 |
|---|---|---|
| **Service Categories** | | |
| One Journeyman with service truck for 8 hours to inspect, test, evaluate, and repair various pumps, pump systems, controls, and related equipment. Fully outfitted service truck to include integrated 1- to 3-ton service crane. | 8 hour service day | $2,100.00 |
| One Journeyman with service truck for 8 hours to inspect, test, evaluate, and repair various pumps, pump systems, controls, and related equipment AND provide laser shaft alignment. Fully outfitted service truck to include integrated 1- to 3-ton service crane. | 8 hour service day | $2,450.00 |
| Two Journeymen with service truck equipped for confined space entry for 8 hours to inspect, test, evaluate, and repair various pumps, pump systems, controls, and related equipment. Fully outfitted CSE service truck to include integrated 1- to 3-ton service crane. | 8 hour service day | $4,100.00 |
| Same as No. 3 but includes pump wet well cleaning with vacuum tanker truck including pressure washer. | 8 hour service day | $4,600.00 |
| Same as No. 3 but includes manlift & harness, 1-ton equipment gantry, 120 volt electric hoist, 2-man supplied line air, air demand system, confined space hardline communication system. | 8 hour service day | $5,100.00 |
| Portal to Portal Travel Time | Per Hour | $200.00 |
| **Labor Categories** ***(Additional rates when package pricing listed above does not apply)*** | | |
| Journeyman Standard Labor Rate | Per Hour | $213.00 |
| Journeyman Overtime Labor Rate | Per Hour | $319.50 |
| Journeyman Premium Labor Rate | Per Hour | $426.00 |
| Apprentice Standard Labor Rate | Per Hour | $185.00 |
| Apprentice Overtime Labor Rate | Per Hour | $277.50 |
| Apprentice Premium Labor Rate | Per Hour | $370.00 |
| Shop Standard Labor Rate | Per Hour | $213.00 |
| Shop Overtime Labor Rate | Per Hour | $319.50 |
| Shop Premium Labor Rate | Per Hour | $426.00 |
| **Other Fees** | | |
| Material Mark-Up Cost (if Contractor provides materials) | Percentage | 38% |

**YEAR 5 Fiscal Year 23-24** (July 01, 2023 - June 30, 2024) Second & Final Option to Extend

| ITEM | UOM | FY 23-24 |
|---|---|---|
| **Service Categories** | | |
| One Journeyman with service truck for 8 hours to inspect, test, evaluate, and repair various pumps, pump systems, controls, and related equipment. Fully outfitted service truck to include integrated 1- to 3-ton service crane. | 8 hour service day | $2,200.00 |
| One Journeyman with service truck for 8 hours to inspect, test, evaluate, and repair various pumps, pump systems, controls, and related equipment AND provide laser shaft alignment. Fully outfitted service truck to include integrated 1- to 3-ton service crane. | 8 hour service day | $2,550.00 |
| Two Journeymen with service truck equipped for confined space entry for 8 hours to inspect, test, evaluate, and repair various pumps, pump systems, controls, and related equipment. Fully outfitted CSE service truck to include integrated 1- to 3-ton service crane. | 8 hour service day | $4,200.00 |
| Same as No. 3 but includes pump wet well cleaning with vacuum tanker truck including pressure washer. | 8 hour service day | $4,700.00 |
| Same as No. 3 but includes manlift & harness, 1-ton equipment gantry, 120 volt electric hoist, 2-man supplied line air, air demand system, confined space hardline communication system. | 8 hour service day | $5,200.00 |
| Portal to Portal Travel Time | Per Hour | $200.00 |
| **Labor Categories** ***(Additional rates when package pricing listed above does not apply)*** | | |
| Journeyman Standard Labor Rate | Per Hour | $217.00 |
| Journeyman Overtime Labor Rate | Per Hour | $325.50 |
| Journeyman Premium Labor Rate | Per Hour | $434.00 |
| Apprentice Standard Labor Rate | Per Hour | $185.00 |
| Apprentice Overtime Labor Rate | Per Hour | $277.50 |
| Apprentice Premium Labor Rate | Per Hour | $370.00 |
| Shop Standard Labor Rate | Per Hour | $217.00 |
| Shop Overtime Labor Rate | Per Hour | $325.50 |
| Shop Premium Labor Rate | Per Hour | $434.00 |
| **Other Fees** | | |
| Material Mark-Up Cost (if Contractor provides materials) | Percentage | 38% |

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

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

CITY OF PALMDALE:

Steven D. Hofbauer Date
Mayor

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East
Palmdale, CA 93550

APPROVE AS TO FORM:

Scott E. Porter
Acting City Attorney

ATTEST:

Shanae S. Smith
City Clerk

PJUMPMAN LLC:

5-26-22

Elton Link Date
General Manager

ADDRESS FOR NOTICE:
PUMPMAN LLC
5020 Bleecker Street
Baldwin Park, CA 91706

ATTEST: If Corporation

Ob-oM-c?L

Secretary

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS DEPARTMENT**
**ENGINEERING DIVISION**

**DISTRICT:** **1**

**SUBJECT:** **NOTICE OF COMPLETION – ACCEPT PUBLIC IMPROVEMENTS FOR FAIRFIELD INN LOCATED AT 1052 WEST AVENUE O-8**

## ISSUE

Notice of Completion – Accept Public Improvements for Fairfield Inn located at 1052 West Avenue O-8.

## RECOMMENDATION

Staff recommends that the City Council:

1. Accept the completed public improvements for Fairfield Inn at 1052 West Avenue O-8.

2. Authorize the Interim City Manager or her designee to file a Notice of Completion and release the security for the completed public improvements.

## BACKGROUND

This project constructed public sewer and drainage improvements on Avenue O-8. The public improvements have been installed per the approved construction plan, inspected, and approved by City Public Works inspection staff.

## DISCUSSION

The required public improvements for the project listed in Exhibit “A” and shown in Exhibit “B” have been completed to the satisfaction of the City Engineer as required in the Subdivision/Development Improvement Agreement between the developer and the City. This council action will accept the public improvements as complete and will begin a one-year period, thereafter transferring maintenance responsibility of these improvements from the developer to the City of Palmdale. This council action will also initiate the City’s release of applicable securities posted for this project in accordance with the City’s subdivision regulations. This action is being taken pursuant to Section 16.110.060 of the City’s Municipal Code.

## FISCAL IMPACT

The City's maintenance costs will incrementally increase as a result of acceptance of these improvements.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

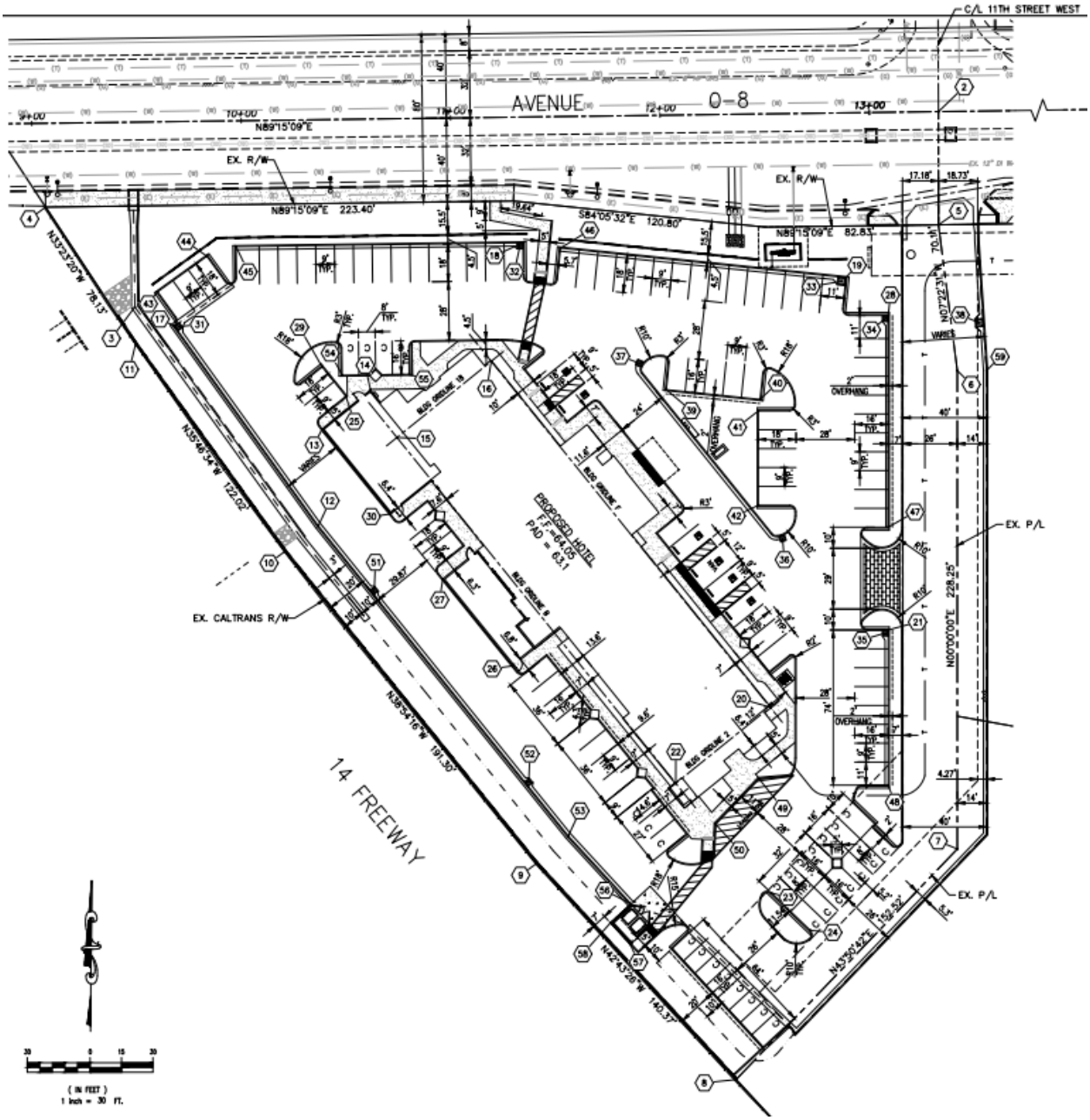
## ATTACHMENTS

1. Exhibit A – List of Completed Public Improvements
2. Exhibit B – Site Map Location
3. Notice of Completion – Fairfield Inn Sewer & Drainage Improvements

**EXHIBIT A**
**LIST OF COMPLETED PUBLIC IMPROVEMENTS**

| Tract/Project | Plan # | Quantity | Security |
|---|---|---|---|
| Fairfield Inn | PC 19-01 | 806 LF | $59,500 |
| Fairfield Inn | ST 19-01 | 1 PARKWAY DRAIN | $9,500 |

EXHIBIT B
SITE MAP



RECORDING REQUESTED BY:

**CITY OF PALMDALE**

WHEN RECORDED MAIL TO:

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

Space above this line is for Recorder's Use

## NOTICE OF COMPLETION

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

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: **Sewer and Drainage Improvements-Fairfield Inn.**
5. A work of improvement on the property hereinafter described was completed on **June 08, 2022**
6. The work done was: "**Sewer and Drainage Improvements-Fairfield Inn**",
7. The name of the Contractor for such work of improvement: **Palmdale MMP LLC**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **South of Avenue O-8 & 11th Steet West.**
9. The address of said property is: **1052 W Avenue O-8.**

Dated: **July 13, 2022**

CITY OF PALMDALE

Guillermo I. Padilla, City Engineer

## VERIFICATION

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

Executed on **July 13, 2022,** in the City of Palmdale, California.

Guillermo I. Padilla, City Engineer

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS DEPARTMENT**
**ENGINEERING DIVISION**

**DISTRICT:** **1**

**SUBJECT:** **APPROVE FINAL PARCEL MAP NO. 83025 LOCATED AT THE NORTHEAST CORNER OF 5TH STREET WEST AND WEST PARK DRIVE**

## ISSUE

Approve Final Parcel Map No. 83025 located at the northeast corner of 5th Street West and West Park Drive.

## RECOMMENDATION

Staff recommends that the City Council approve Final Tract Map No. 83025 and authorize the City Clerk to execute the City Clerk's Statement, Special Assessment Statement, Termination Note and authorizes the Acting City Surveyor to execute the City Surveyor's Statement. The map will then be filed with the County Recorder.

## BACKGROUND

Final Parcel Map No. 83025 is a 2.21-acre subdivision, creating two (2) commercial parcels. All proposed parcel sizes and dimensions comply with the City's Zoning Ordinance. The subject property is located at the northeast corner of 5th Street West and West Park Drive. The applicant for this final parcel map is Clutter Investments, LLC, A California Limited Liability Company. This Tentative Parcel Map was entitled by the Planning Commission on July 9, 2020, by Resolution No. PC 2020-031.

This final parcel map is consistent with the tentative parcel map and all final map conditions of approval have been met. The Acting City Land Surveyor has reviewed the final map for technical accuracy and verifies it is in compliant with the State Subdivision Map Act.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENT

1. Final Parcel Map No. 83025

# PARCEL MAP NO. 83025

**IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A SUBDIVISION OF PARCEL "A" PER LOT LINE ADJUSTMENT NO. 446 RECORDED JUNE 8, 1994 AS INSTRUMENT NO. 94-1098454 AND PER DEED RECORDED JUNE 8, 1994 AS INSTRUMENT NO. 94-1098455, BOTH OF OFFICIAL RECORDS, AND ALSO BEING A PORTION OF PARCEL 3 OF PARCEL MAP NO. 17383 AS PER MAP RECORDED IN BOOK 201, PAGES 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY**

**TENTATIVE MAP EXPIRES 7-21-2023**

**ELIAS CHAIJ L.S. 8908**

**2 PARCELS** "PRELIMINARY" **2.61 ACRES**

## OWNER'S STATEMENT

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

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

AND WE HEREBY OFFER TO THE CITY OF PALMDALE:

IRREVOCABLY DEDICATE REAL PROPERTY AS AN EASEMENT FOR PUBLIC PURPOSES ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS, AS SHOWN ON SAID MAP;

DEDICATE AND GRANT REAL PROPERTY AS AN EASEMENTS FOR FIRE LANE, INGRESS AND EGRESS SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF 5TH STREET WEST AND WEST PARK DRIVE WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS A PUBLIC STREETS, WE HEREBY DEDICATE THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING PARCELS TO THE SAID STREETS, EXCEPT AT "INGRESS AND EGRESS ACCESS" AS SHOWN ON SAID MAP. IF ANY PORTION OF SAID STREETS WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

CLUTTER INVESTMENTS, LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

DATE RICK CLUTTER – MANAGER

## NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS:

ON _____, BEFORE ME, _____, A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, PERSONALLY APPEARED_____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND _____

SIGNATURE _____

MY COMMISSION EXPIRES _____

COMMISSION NO. _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

NOTARY SEAL NOT REQUIRED PER GOVERNMENT CODE 66436

## BASIS OF BEARINGS NOTE

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF NORTH 01°02'16" WEST OF THE CENTERLINE OF 5TH STREET WEST AS SHOWN ON PARCEL MAP NO. 17383, FILED IN BOOK 201, PAGES 33 AND 34 OF PARCEL MAPS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

## SOILS REPORT NOTE

IN ACCORDANCE WITH THE PROVISION OF SECTION 66434.5 OF THE SUBDIVISION MAP ACT, A SOILS REPORT WAS PREPARED FOR A PORTION OF PARCEL 3, PARCEL MAP NO. 17383 BY BRUIN GEOTECHNICAL SERVICES, INC., ON JULY 31, 2018 AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

## MONUMENT NOTE

A) 1" O.D. IRON PIPE TAGGED LS 8908, TO BE SET, AS SHOWN ON MAP, FLUSH.

B) SPIKE AND WASHER TAGGED LS 8908, TO BE SET DOWN 0.04' AT ALL STREET INTERSECTIONS, BEGINNING OF CURVES AND END OF CURVES.

C) LEAD, TACK AND TAG LS 8908, TO BE SET ON TOP OF CURB AT ALL LOT LINE PROLONGATION, EXCEPT AS NOTED HEREON.

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLUTTER INVESTMENTS, LLC, ON JULY 30, 2020. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON.

"PRELIMINARY"

5/24/22

DATE ELIAS CHAIJ L.S. 8908
REGISTRATION EXPIRES: 9/30/22

PROFESSIONAL LAND SURVEYOR ELIAS CHAIJ L.S. 8908 STATE OF CALIFORNIA
PRELIMINARY – FOR REVIEW

## CITY SURVEYOR'S STATEMENT

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

"PRELIMINARY"

DATE FREDERICK R. JONES JR.
ACTING CITY SURVEYOR

LICENSED LAND SURVEYOR FREDERICK R. JONES JR. L.S. 5458 STATE OF CALIFORNIA
PRELIMINARY – FOR REVIEW

## CITY CLERK'S STATEMENT

I, SHANAE S. SMITH, CITY CLERK OF THE CITY OF PALMDALE, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF PALMDALE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE ___ DAY OF _____, 2022, AND THAT THEREUPON SAID COUNCIL DID, BY AND ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP;

AND ON BEHALF OF THE PUBLIC, SAID COUNCIL DID:

ACCEPT THE IRREVOCABLE OFFER OF DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS, AS SHOWN ON SAID MAP.

ACCEPT THE OFFER OF DEDICATION AND GRANT REAL PROPERTY AS AN EASEMENT FOR FIRE LANE, INGRESS AND EGRESS SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO.

ACCEPT THE OFFER OF DEDICATION THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING PARCELS TO 5TH STREET WEST AND WEST PARK DRIVE, AS SHOWN ON SAID MAP.

DATE SHANAE S. SMITH
CITY CLERK, CITY OF PALMDALE

## SPECIAL ASSESSMENTS STATEMENT

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

DATE SHANAE S. SMITH
CITY CLERK – CITY OF PALMDALE

## LOS ANGELES COUNTY TAX CERTIFICATES

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

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

BY: _____ DEPUTY _____ DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 83025 AS REQUIRED BY LAW.

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

BY: _____ DEPUTY _____ DATE

# PARCEL MAP NO. 83025

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

ELIAS CHAIJ L.S. 8908

"PRELIMINARY"

## SIGNATURE OMISSION NOTES

THE SIGNATURE OF THE CITY OF PALMDALE, HOLDER OF AN EASEMENT FOR STORM DRAIN PURPOSES, RECORDED AUGUST 29,1995 AS INSTRUMENT NO. 95-1405522, OF OFFICIAL RECORDS, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a) (3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE CITY OF PALMDALE, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES, RECORDED AUGUST 29,1995 AS INSTRUMENT NO. 95-1405524, OF OFFICIAL RECORDS, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a) (3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE CITY OF PALMDALE, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, RECORDED AUGUST 29,1995 AS INSTRUMENT NO. 95-1405528, OF OFFICIAL RECORDS, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a) (3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF PREHLAD SINGH KAILEY AND JILL SK KAILEY, HOLDER OF AN EASEMENT FOR STANDARD LADDER TRUCK INTERMEDIATE TURNAROUND PURPOSES, RECORDED MAY 6, 2008, AS INSTRUMENT NO. 20080793965, OF OFFICIAL RECORDS, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a) (3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS, RECORDED JULY 20, 2016 AS INSTRUMENT NO. 20160847472, OF OFFICIAL RECORDS, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a) (3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, A GOVERNMENTAL AGENCY, HOLDER OF AN EASEMENT FOR WATER PIPELINES AND APPURTENANT AND INGRESS AND EGRESS PURPOSES, RECORDED FEBRUARY 11, 2021, AS INSTRUMENT NO. 20210246094, OF OFFICIAL RECORDS, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a) (3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

SCALE: 1" = 50'

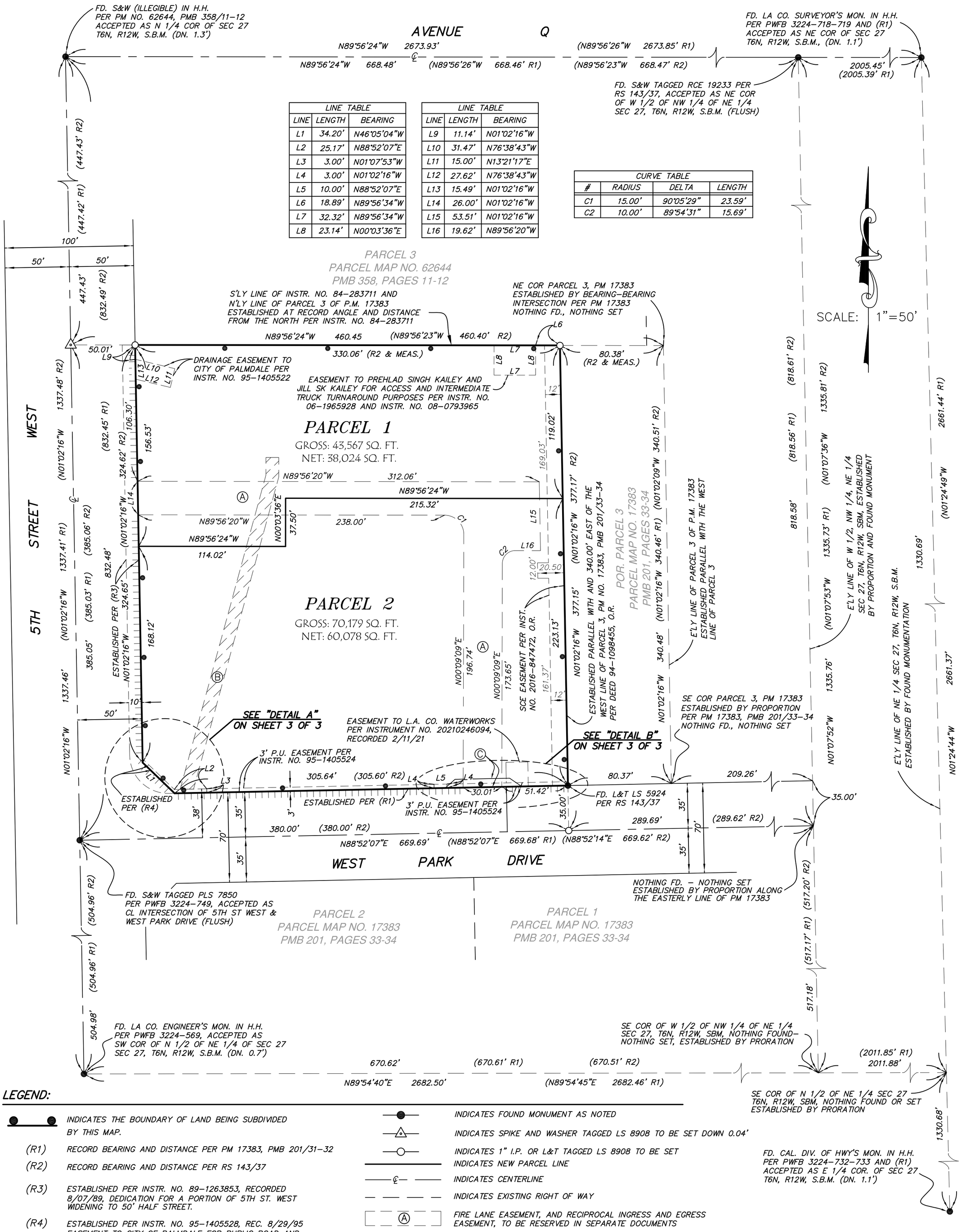


# PARCEL MAP NO. 83025

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

ELIAS CHAIJ L.S. 8908

"PRELIMINARY"




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 34.20' | N46°05'04"W |
| L2 | 25.17' | N88°52'07"E |
| L3 | 3.00' | N01°07'53"W |
| L4 | 3.00' | N01°02'16"W |
| L5 | 10.00' | N88°52'07"E |
| L6 | 18.89' | N89°56'34"W |
| L7 | 32.32' | N89°56'34"W |
| L8 | 23.14' | N00°03'36"E |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L9 | 11.14' | N01°02'16"W |
| L10 | 31.47' | N76°38'43"W |
| L11 | 15.00' | N13°21'17"E |
| L12 | 27.62' | N76°38'43"W |
| L13 | 15.49' | N01°02'16"W |
| L14 | 26.00' | N01°02'16"W |
| L15 | 53.51' | N01°02'16"W |
| L16 | 19.62' | N89°56'20"W |

| CURVE TABLE | | | |
|---|---|---|---|
| # | RADIUS | DELTA | LENGTH |
| C1 | 15.00' | 90°05'29" | 23.59' |
| C2 | 10.00' | 89°54'31" | 15.69' |

## LEGEND:

- INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP.
- (R1) RECORD BEARING AND DISTANCE PER PM 17383, PMB 201/31-32
- (R2) RECORD BEARING AND DISTANCE PER RS 143/37
- (R3) ESTABLISHED PER INSTR. NO. 89-1263853, RECORDED 8/07/89, DEDICATION FOR A PORTION OF 5TH ST. WEST WIDENING TO 50' HALF STREET.
- (R4) ESTABLISHED PER INSTR. NO. 95-1405528, REC. 8/29/95 EASEMENT TO CITY OF PALMDALE FOR PUBLIC ROAD AND HIGHWAY PURPOSES.
- INDICATES RESTRICTED VEHICULAR ACCESS RIGHTS DEDICATED TO THE CITY OF PALMDALE PER THIS MAP
- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SPIKE AND WASHER TAGGED LS 8908 TO BE SET DOWN 0.04'
- INDICATES 1" I.P. OR L&T TAGGED LS 8908 TO BE SET
- INDICATES NEW PARCEL LINE
- INDICATES CENTERLINE
- INDICATES EXISTING RIGHT OF WAY
- (A) FIRE LANE EASEMENT, AND RECIPROCAL INGRESS AND EGRESS EASEMENT, TO BE RESERVED IN SEPARATE DOCUMENTS
- (B) RECIPROCAL UTILITIES EASEMENT, TO BE RESERVED IN SEPARATE DOCUMENTS
- (C) EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES DEDICATED TO THE CITY OF PALMDALE PER THIS MAP

SCALE: 1" = 20'



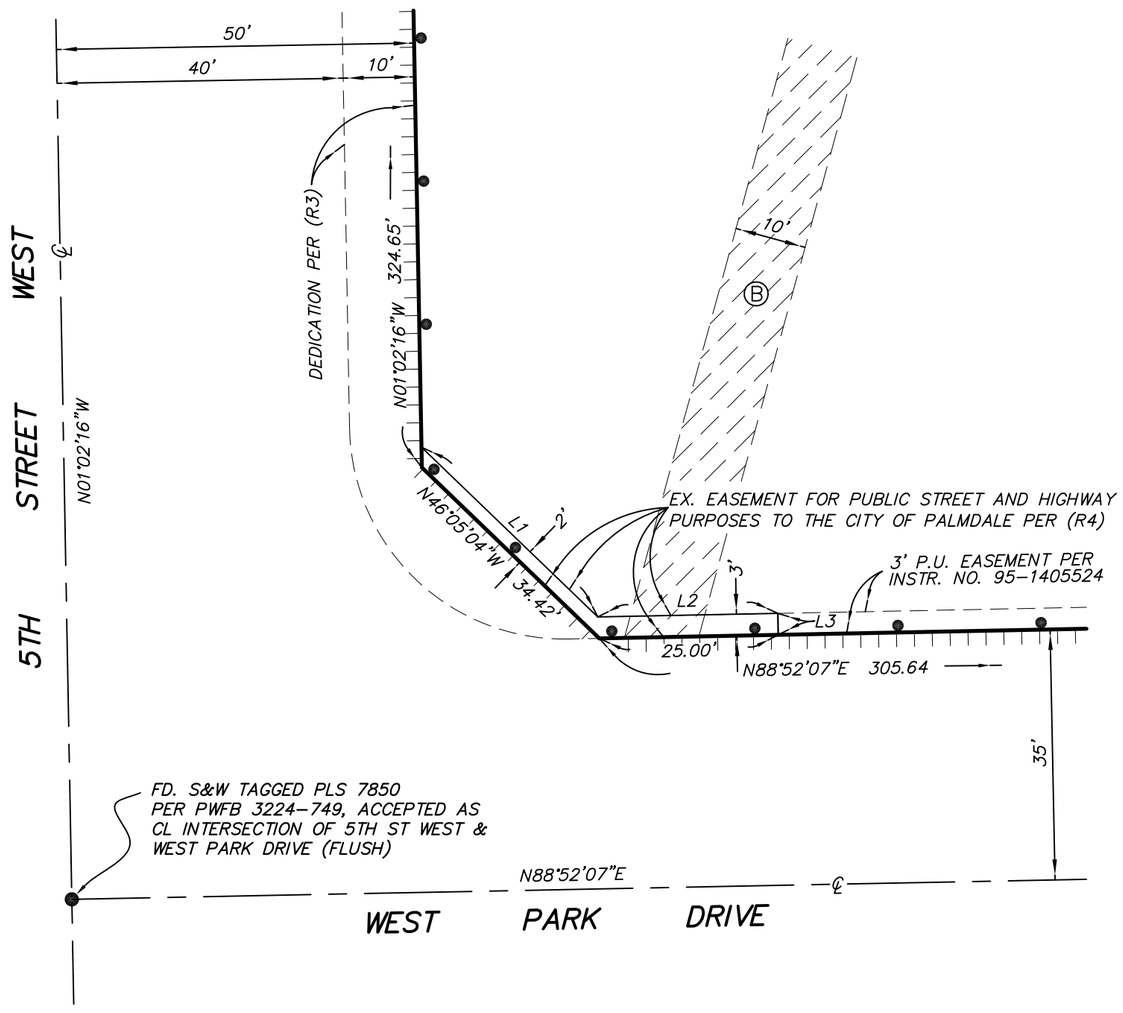
# PARCEL MAP NO. 83025

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

ELIAS CHAIJ L.S. 8908

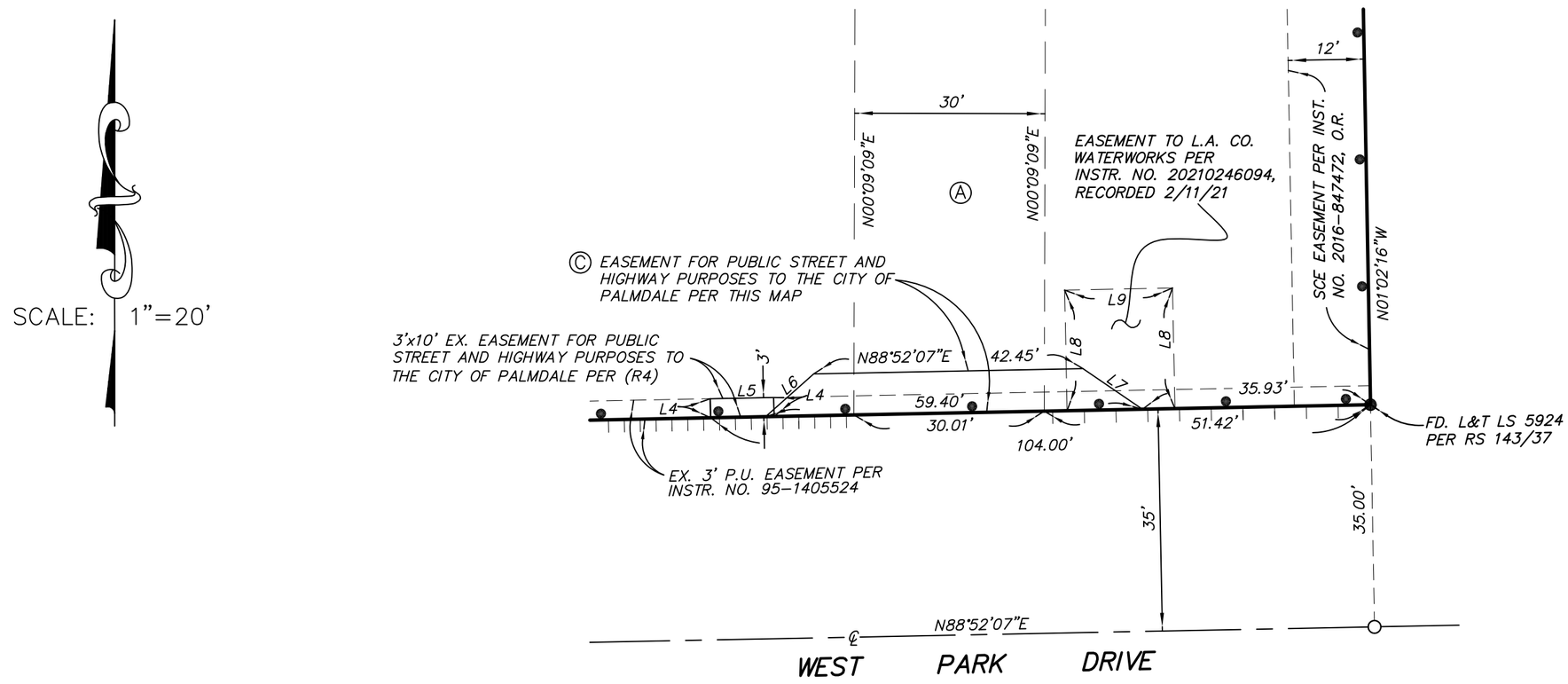
"PRELIMINARY"

"DETAIL A"




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 34.20' | N46°05'04"W |
| L2 | 25.17' | N88°52'07"E |
| L3 | 3.00' | N01°07'53"W |
| L4 | 3.00' | N01°02'16"W |
| L5 | 10.00' | N88°52'07"E |
| L6 | 10.13' | N48°20'34"E |
| L7 | 11.36' | N55°43'08"W |
| L8 | 19.00' | N01°07'53"W |
| L9 | 17.00' | N88°52'07"E |

"DETAIL B"




## LEGEND:

INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP.

(R3) ESTABLISHED PER INSTR. NO. 89-1263853, RECORDED 8/07/89, DEDICATION FOR A PORTION OF 5TH ST. WEST WIDENING TO 50' HALF STREET.

(R4) ESTABLISHED PER INSTR. NO. 95-1405528, REC. 8/29/95 EASEMENT TO CITY OF PALMDALE FOR PUBLIC ROAD AND HIGHWAY PURPOSES.

INDICATES FOUND MONUMENT AS NOTED

INDICATES 1" I.P. OR L&T TAGGED LS 8908 TO BE SET

INDICATES CENTERLINE

INDICATES EXISTING RIGHT OF WAY

INDICATES RESTRICTED VEHICULAR ACCESS RIGHTS DEDICATED TO THE CITY OF PALMDALE PER THIS MAP

A — FIRE LANE EASEMENT, AND RECIPROCAL INGRESS AND EGRESS EASEMENT, DEDICATED TO THE CITY OF PALMDALE PER THIS MAP

B — RECIPROCAL UTILITIES EASEMENT, TO BE RESERVED IN SEPARATE DOCUMENTS

C — EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES DEDICATED TO THE CITY OF PALMDALE PER THIS MAP

# City Council Staff Report

**SDATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

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

**DISTRICT:** **1**

**SUBJECT:** **AWARD CONSTRUCTION AGREEMENT WITH R.C. BECKER AND SON, INC., FOR PN 761, PALMDALE CIVIC CENTER COMPLETE STREETS PROJECT, IN THE AMOUNT OF $6,405,63. FOR A TERM OF 12 MONTHS FROM THE DATE OF NOTICE TO PROCEED.**

## ISSUE

Award construction agreement with R.C. Becker and Son, Inc., for PN 761, Palmdale Civic Center Complete Streets Project, in the amount of $6,405,637. for a term of 12 months from the date of Notice to Proceed.

## RECOMMENDATION

Staff recommends that the City Council:

1. Award construction Agreement No. A-7919 with R.C. Becker and Son, Inc., for PN 761, Palmdale Civic Center Complete Streets Project, in the amount of $6,405,637.

2. Authorize the transfer of $2,210,600 of unappropriated Measure M Fund Balance into Account S0067209; and

3. Authorize the Interim City Manager or her designee to execute Agreement No. A-7919 with R.C. Becker and Son, Inc., including minimal and/or non-substantive changes.

## BACKGROUND

Project No. 761, Palmdale Civic Center Complete Streets, provides for the complete street improvements along 9th Street East and 10th Street East from Avenue Q-9 to Avenue Q-12. Work includes construction of mini roundabouts, curb, gutter, accessible ramps, and bus stations, upgrades to crosswalk striping and pavement markings, sidewalk improvement, pavement reconstruction, street lighting, utility relocation, traffic control plan development, and material certification submittals. All work will be performed within the existing right of way. It is anticipated that construction will take approximately twelve (12) months from the date the City issues the Notice to Proceed.

## DISCUSSION

Two (2) bids were received for this project on June 2, 2022, and are summarized below:

| BIDDER | LOCATION | AMOUNT |
|---|---|---|
| 1. R.C. Becker and Son, Inc., | Santa Clarita, CA | $6,405,637 |
| 2. Sully-Miller Contracting Co. | Brea, CA | $7,867,659 |

References have been checked and staff recommends that the City Council award Project No. 761 to the lowest bidder, R.C. Becker and Son, Inc., in the amount of $6,405,637.

## FISCAL IMPACT

The project has been funded through Measure R (208), Measure M (209) and ATP State Grant (241) funds, which have been allocated in Account No. S0067. The account has a current cumulative balance of $4,995,601. To compensate for the shortfall, unappropriated Measure M funds in the amount of $2,210,600 are proposed to be transferred into Account S0067209. The fiscal impact and remaining account balance can be seen in the following table:

| SCOPE OF WORK | COST |
|---|---|
| PN 761 – Palmdale Civic Center Complete Streets | $6,405,637 |
| Construction Contingency (10%) | $640,564 |
| Administration and Inspection | $95,000 |
| Construction testing | $45,000 |
| Labor Compliance | $20,000 |
| **Total Cost:** | **$7,206,201** |

| Account Number | Starting Balance | Balance Transfer | Remaining Balance |
|---|---|---|---|
| S0067201 | $680,936 | $0 | $0 |
| S0067208 | $208,880 | $0 | $0 |
| S0067209 | $2,718,500 | $2,210,600 | $0 |
| S0067241 | $1,387,285 | $0 | $0 |
| **TOTAL** | **$4,995,601** | **$2,210,600** | **$0** |

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

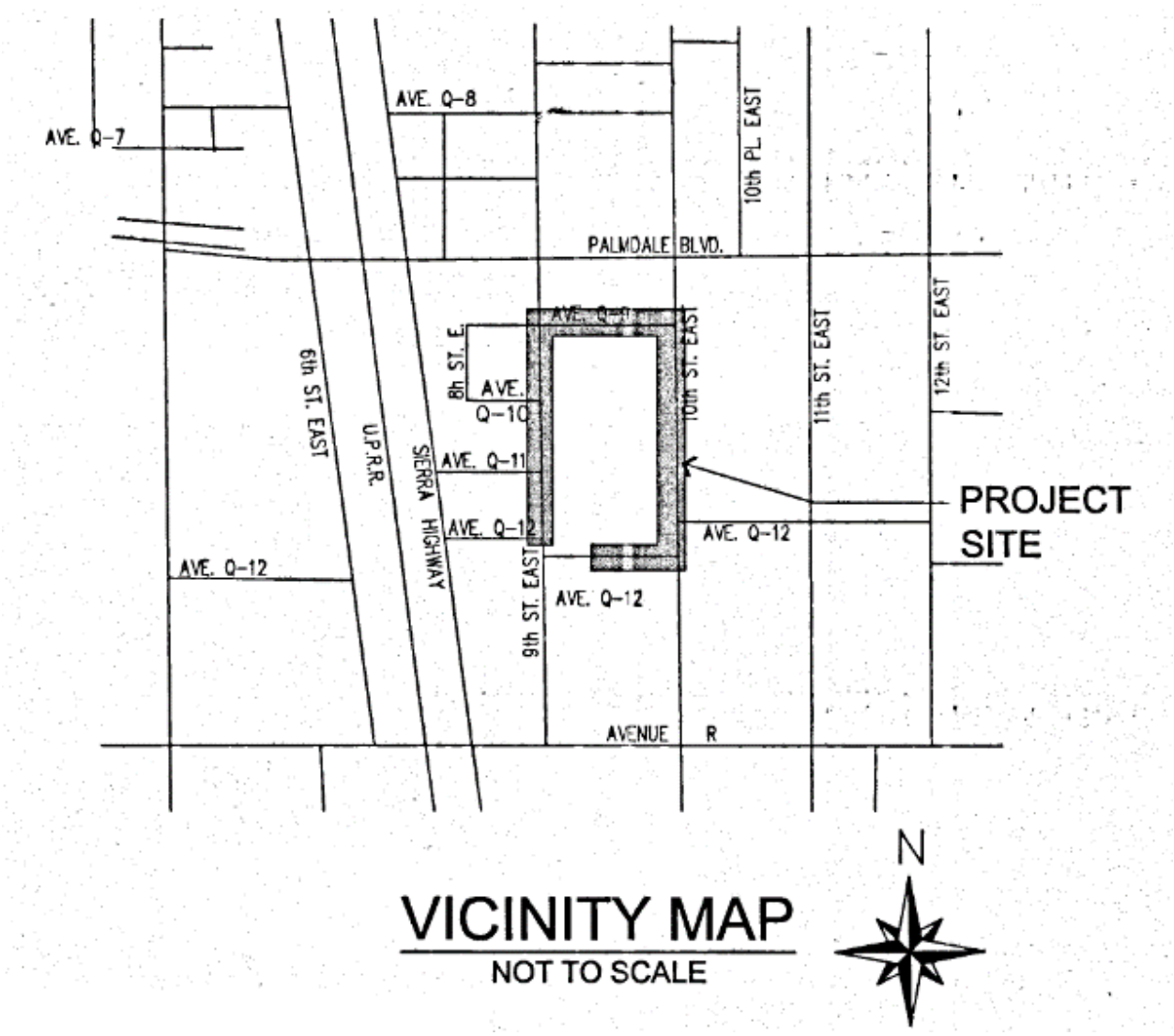
C. Plan and maintain safe and attractive neighborhoods,streets,facilities,and public spaces with exciting programming that promotes active fun for everyone.

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

**ATTACHMENTS:**

1. PN 761 Site Map

**ATTACHMENT 1:**
PN 761 Site Map




VICINITY MAP
NOT TO SCALE

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

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

**DISTRICT:** **3**

**SUBJECT:** **AWARD CONSTRUCTION AGREEMENT WITH PARKWOOD LANDSCAPE MAINTENANCE, INC., FOR PN 815, LMD 214 LANDSCAPE ENHANCEMENTS PROJECT, AT THE NORTH SIDE OF EAST AVENUE S BETWEEN 43RD STREET EAST AND 45TH STREET EAST, IN THE AMOUNT OF $178,208.10. FOR A TERM OF 90 DAYS FROM THE DATE OF NOTICE TO PROCEED.**

## ISSUE

Award construction agreement with Parkwood Landscape Maintenance, Inc., for PN 815, LMD 214 Landscape Enhancements Project, at the north side of East Avenue S between 43rd Street East and 45th Street East, in the amount of $178,208.10. for a term of 90 days from the date of Notice to Proceed.

## RECOMMENDATION

Staff recommends that the City Council:

1. Award construction Agreement No. A-7847 with Parkwood Landscape Maintenance, Inc. for PN 815, LMD 214 Landscape Enhancement Project, in the amount of $178,208.10.

2. Authorize the City Manager or her designee to execute Agreement No. A-7847 with Parkwood Landscape Maintenance, Inc., including minimal and/or non-substantive changes.

## BACKGROUND

Project No. 815, LMD 214 Landscape Enhancements Project, includes planting and irrigation improvements to Palmdale Landscape Maintenance District 214. These improvements include the construction of concrete mow curbs and a raised concrete curb wall, as well as the installation of decorative cobble, gravel, and boulder areas. All work will be performed within the existing right of way. It is anticipated that construction will take approximately 90 calendar days from the date the City issues the Notice to Proceed. Work is anticipated to take place between July 2022 and September 2022.

## DISCUSSION

Five bids were received for this project on April 26, 2022, and are summarized below:

| BIDDER | LOCATION | AMOUNT |
|---|---|---|
| 1. Parkwood Landscape, Inc. | Van Nuys, CA | $178,208.10 |
| 2. FS Contractors, Inc. | Sylmar, CA | $248,372.00 |
| 3. Venco Western, Inc. | Oxnard, CA | $260,169.64 |
| 4. Griffith Company | Brea, CA | $304,487.85 |
| 5. Marina Landscape, Inc. | Orange, CA | $337,449.00 |

References have been checked and staff recommends that the City Council award Project No. 815 to the lowest bidder, Parkwood Landscape Maintenance, Inc., in the amount of $178,208.64.

## FISCAL IMPACT

The project will be funded through Landscape Maintenance (251) Funds, which have been allocated in Account No. L0013. The account has a current balance of $830,220.19. The fiscal impact and remaining account balance can be seen in the following table:

| SCOPE OF WORK | COST |
|---|---|
| PN 815 LMD 214 Landscaping | $178,208.10 |
| Construction Contingency (10%) | $17,820.81 |
| Administration and Inspection | $7,500 |
| **Total Cost:** | **$203,428.91** |

| Account Number | Starting Balance | Remaining Balance |
|---|---|---|
| L0013 | $830,220.19 | $626,791.28 |

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

**ATTACHMENT:**
Site Map

# LMD 214 (north side of Avenue S from 43rd Street East to 45th Street East)

THE CITY OF PALMDALE ASSUMES NO LIABILITY FOR DAMAGES THAT MAY ARISE FROM THE USE OF INFORMATION RETRIEVED FROM THIS MAP.

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

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

**DISTRICT:** **4**

**SUBJECT:** **AWARD CONSTRUCTION AGREEMENT WITH CAL-STRIPE, INC., FOR PN 820, DOMENIC MASSARI PARK BIKE LANE SYSTEM PROJECT, IN THE AMOUNT OF $295,374, FOR A TERM OF 2 MONTHS FROM THE DATE OF NOTICE TO PROCEED.**

## ISSUE

Award construction agreement with Cal-Stripe, Inc., for PN 820, Domenic Massari Park Bike Lane System Project, in the amount of $295,374, for a term of 2 months from the date of Notice to Proceed.

## RECOMMENDATION

Staff recommends that the City Council:

1. Award construction Agreement No. A-7892 with Cal-Stripe, Inc., for PN 820, Domenic Massari Park Bike Lane System Project, in the amount of $295,374.

2. Authorize the Interim City Manager or her designee to execute Agreement No. A-7892 with Cal-Stripe, Inc., including minimal and/or non-substantive changes.

## BACKGROUND

Project No. 820, Domenic Massari Park Bike Lane System, is a pilot program that provides temporary signing and striping improvements along various streets surrounding the Domenic Massari Park. After completion of the pilot program, staff will systematically collect and evaluate citizens feedback and proceed to the permanent improvement phase accordingly. All work will be performed within the existing right of way. It is anticipated that construction will take approximately two (2) months from the date the City issues the Notice to Proceed.

## DISCUSSION

Three (3) bids were received for this project on May 17, 2022, and are summarized below:

| BIDDER | LOCATION | AMOUNT |
|---|---|---|
| 1. Cal-Stripe Inc. | Colton, CA | $295,374 |
| 2. Chrisp Company | Bloomington, CA | $341,720 |
| 3. Sterndahl Enterprises LLC | Sun Valley, CA | $350,386 |

References have been checked and staff recommends that the City Council award Project No. 820 to the lowest bidder, Cal-Stripe Inc. in the amount of $295,374.

## FISCAL IMPACT

The project has been funded through ATP State Grant (241) funds, which have been allocated in Account No. S0094. The account has a current cumulative balance of $393,000. The fiscal impact and remaining account balance can be seen in the following table:

| SCOPE OF WORK | COST |
|---|---|
| PN 820 – Domenic Massari Park Bike Lane System | $295,374 |
| Construction Contingency (10%) | $29,537 |
| Administration and Inspection | $20,000 |
| Construction testing | $10,000 |
| Labor Compliance | $20,000 |
| **Total Cost:** | **$374,911** |

| Account Number | Starting Balance | Remaining Balance |
|---|---|---|
| S0094241 | $393,000 | $18,089 |

## STRATEGIC PLAN

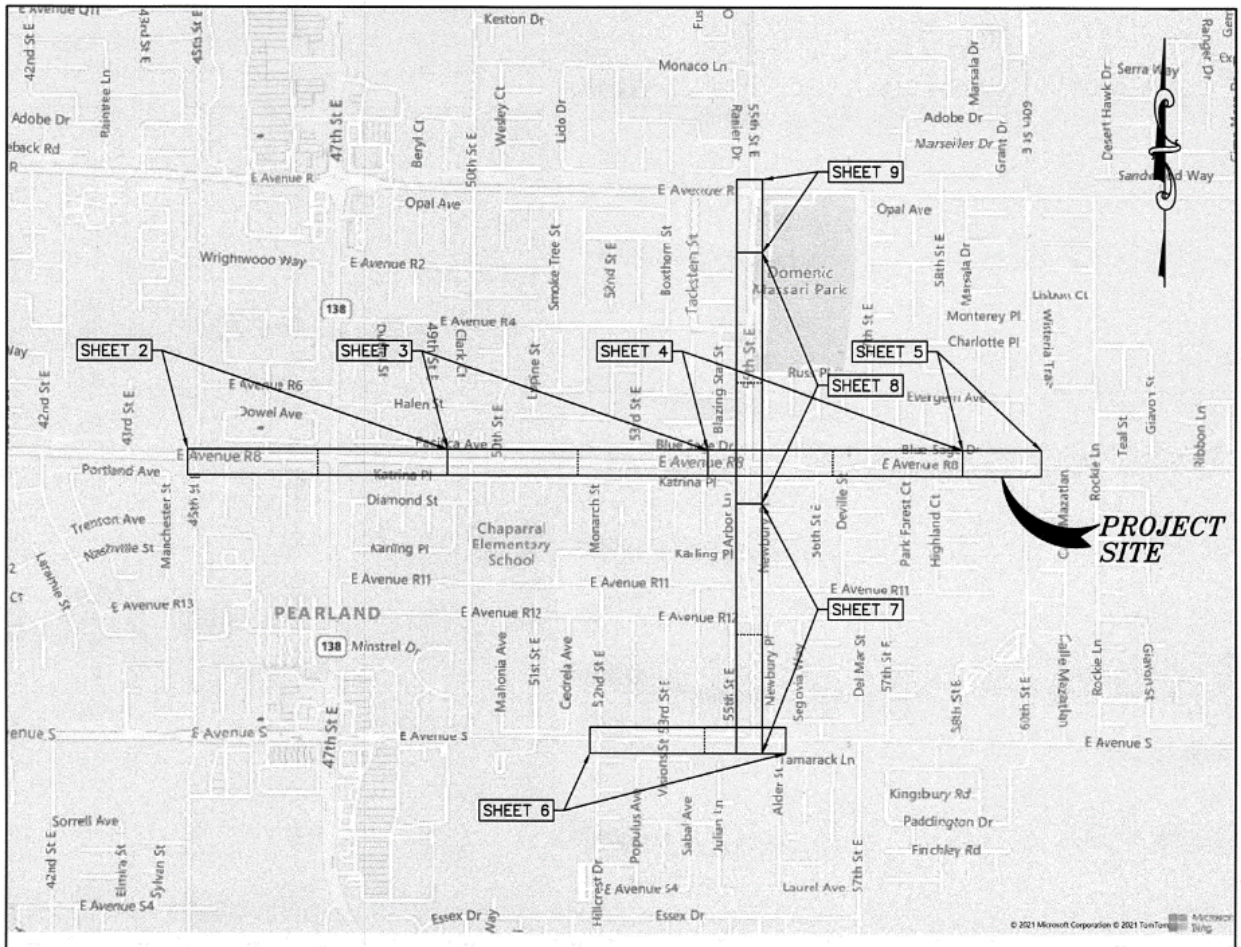
Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

**ATTACHMENTS:** PN 820 Site Map

**ATTACHMENT:**
PN 820 Site Map




CITY OF PALMDALE
LOCATION & KEY MAP
NOT TO SCALE

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS**
**ENGINEERING DIVISION**

**DISTRICT:** **2**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-070, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ACCEPTING THE "OFFER TO DEDICATE" ALL PUBLIC STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS WITHIN THE BOUNDARY OF TRACT MAP NO. 54058-3, RECORDED IN BOOK 1433, PAGES 21 THROUGH 25, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY ON DECEMBER 29, 2021 LOCATED AT THE SOUTHEAST CORNER OF 25TH STREET WEST/HIGHLAND STREET AND AVENUE P-12.**

## ISSUE

Adopt Resolution No. CC 2022-070, a Resolution of the City Council of the City of Palmdale accepting the "Offer to Dedicate" all public streets, highways, and other public ways within the boundary of Tract Map No. 54058-3, recorded in Book 1433, Pages 21 through 25, inclusive of maps, in the Office of the County Recorder of Los Angeles County on December 29, 2021.

## RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-070, a resolution accepting an offer of dedication for easements of all public streets, highways, and other public ways shown on Tract Map No. 54058-3, recorded in Book 1433, Pages 21 through 25, in the Office of the County Recorder of Los Angeles County on December 29, 2021.

## BACKGROUND

An irrevocable offer to dedicate all public streets, highways, and other public ways was shown on Tract Map No. 54058-3, recorded on December 29, 2021. As stated on the recorded map, the City rejected the offer but reserved the right to accept the offer of dedication of public streets at a later date. Under California Government Code 7050, such offer of dedication may be accepted at any time by the City Council of the City of Palmdale within which such real property is location at the time of acceptance.

The easement to be accepted for public streets, includes the following streets within the boundary of recorded Tract Map No. 50458-3: Desert Agave Street, Century Plant

Street, Quail Bush Street, Spanish Dagger Street, Candlenut Drive, and Malva Rosa Drive.

The City has entered into a subdivision improvement agreement with Pacific Communities and performance bonding is in place to complete roadway improvements. The City desires, by adoption of Resolution No. CC 2022-070, to accept the offer of dedication.

## DISCUSSION

Final Tract Map No. 54058-3 is the third of five phases of Tentative Tract Map 50458, which was approved by the Planning Commission on May 12, 2016, via Resolution No. PC-2016-020. The subject property is located at the southeast corner of 25th Street West/Highland Street and Avenue P-12. The Los Angeles County Assessor's Office has designated all offered public streets within said tract map as private streets. Complying with the conditions of approval for this tract map, these streets should be shown/labeled as public streets to service the residential subdivision.

The developer of said tract map, Pacific Communities, has entered into a subdivision improvement agreement with the City and provided performance bonding for improvements. This Council's action will acceptance the easement for all public streets within the boundary of Tract Map No. 54058-3.

## FISCAL IMPACT

There is no fiscal impact to the City as a result of this action.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. Resolution No. CC 2022-070
2. Tract Map No. 54058-3
3. Exhibit "A", Exhibit "B

**RECORDING REQUESTED BY**
**AND WHEN RECORDED MAIL TO**:

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

Recording Fee Exempt
Government Code Section 27383

Space Above This Line For Recorder's Use

See attached certified copy of Resolution No. CC2022-070, which is a Resolution of The City Council of the City of Palmdale Accepting the "Offer To Dedicate" real property as Easements for public purposes all Streets, Highways, and other Public Ways, as shown on Tract Map No. 54058-3, recorded in Book 1433, Pages 21 through 25, in the Office of the County Recorder of Los Angeles County on December 29, 2021.

FOR: Acceptance of Irrevocable Offer to Dedicate
Public Streets for Tract Map No. 54058-3
of APN 3003-030-026

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
RESOLUTION NO. CC 2022-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ACCEPTING THE "OFFER TO DEDICATE" ALL PUBLIC STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS WITHIN THE BOUNDARY OF TRACT MAP NO. 54058-3, RECORDED IN BOOK 1433, PAGES 21 THROUGH 25, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY ON DECEMBER 29, 2021, LOCATED AT THE SOUTHEAST CORNER OF 25$^{TH}$ STREET WEST/HIGHLAND STREET AND AVENUE P-12

**WHEREAS,** by Tract Map No. 54058-3, recorded in Book 1433, Pages 21 through 25, in the Office of the County Recorder of Los Angeles County on December 29, 2021, LCTH Investments, L.P. A California Limited Partnership, as owners, offered to dedicate an easement for public streets, highways, and other public ways within the boundary of said map. The easement is described as follows in the "Irrevocable Offer to Dedicate", labeled as Exhibit 'A':

All that land within the boundary of said Tract Map 54058-3, and offered to the City of Palmdale as easement for public purposes, all streets, highways and other public ways shown as Desert Agave Street, Century Plant Street, Quail Bush Street, Spanish Dagger Street, Candlenut Drive, and Malva Rosa Drive.

**WHEREAS,** in accordance with the provisions of the Government Code § 7050, the City of Palmdale now desires, by the adoption of this Resolution, to accept the above-referenced "Offer to Dedicate" for public road and highway purposes.

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

**SECTION 1**. The City of Palmdale, in which the subject real property is now located, accepts the offer of dedication of an easement for public streets, highways, and other public ways within the boundary of Tract Map No. 54058-3, recorded in Book 1433, Pages 21 through 25, in the Office of the County Recorder of Los Angeles County on December 29, 2021.

**SECTION 2.** The City Council hereby directs the Director of Public Works, or his designee, to submit a certified copy of this Resolution to the Los Angeles County Recorder's Office for recordation.

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

**PASSED, APPROVED** and **ADOPTED** this _____ day of _____, _____.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the _____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

1433/21

BOOK 1433 PAGE 21

MAP/GRANT

PHASE THREE OF FIVE PHASES OF T.T.M. 54058

SHEET 1 OF 5 SHEETS

# TRACT NO. 54058-3

12/29/2021
*20211925398*

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP NO. 26908, RECORDED IN BOOK 316, PAGES 92 AND 93 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER

FILED
AT REQUEST OF OWNER
28 MIN PAST 2 PM
IN BOOK 1433
AT PAGE 21-25
OF MAPS
LOS ANGELES COUNTY, CA.
Registrar-Recorder/County Clerk
by N. Jones
Deputy
FEE $ 20
QA FEE Code 20 $ 5

TENTATIVE MAP EXPIRES MARCH 4, 2025
ELIAS CHAIJ L.S. 8908

*111 LOTS*

*26.20 ACRES*

## OWNER'S STATEMENT

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

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

*AS A DEDICATION TO PUBLIC USE, WHILE ALL OF 25TH STREET WEST WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS A PUBLIC STREET, WE HEREBY DEDICATE THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO THE SAID STREET. IF ANY PORTION OF SAID STREET WITHIN OR ADJACENT TO THIS SUBDIVISION IS VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.*

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

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

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

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

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

*LCTH INVESTMENTS, L.P., A CALIFORNIA LIMITED PARTNERSHIP, (OWNER)*

CHRISTINE CHUNG (MANAGER) — DATE 11-15-21

## NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF ~~LOS ANGELES~~ Orange } SS:
ON 11/15/21, BEFORE ME, Araceli Esquivel, Notary Public
PERSONALLY APPEARED Christine Chung PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND
SIGNATURE
MY COMMISSION EXPIRES Jan 11 2023
COMMISSION NO. 2271121
MY PRINCIPAL PLACE OF BUSINESS IS IN ~~LOS ANGELES~~ Orange COUNTY.
NOTARY SEEL NOT REQUIRED PER GOVERNMENT CODE 66436.

*CATHAY BANK (BENEFICIARY)*

DEED OF TRUST RECORDED OCT 19, 2004, INST. No. 04-2802029

NAME, TITLE AVP Portfolio Manager, Kai-Ju Wu — DATE 11-16-21
NAME, TITLE SVP Manager, Anna Choi — DATE 11-16-21

## NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS:
ON 11-16-21, BEFORE ME, Maggie Ching, notary Public
PERSONALLY APPEARED Anna Choi, Kai-Ju Wu PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE~~/THEY EXECUTED THE SAME IN ~~HIS/HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER~~/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND
SIGNATURE
MY COMMISSION EXPIRES Sept 28, 2025
COMMISSION NO. 2376840
MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.
NOTARY SEEL NOT REQUIRED PER GOVERNMENT CODE 66436.

## ENGINEER'S STATEMENT

*THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CT CAPITAL. L.P., ON MARCH 10, 2006. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON.*

11/12/21 — DATE — ELIAS CHAIJ L.S. 8908

PROFESSIONAL LAND SURVEYOR — ELIAS CHAIJ — L.S. 8908 — STATE OF CALIFORNIA

## CITY SURVEYORS STATEMENT

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

12-10-21 — DATE — FREDERICK R. JONES JR., ACTING CITY SURVEYOR

LICENSED LAND SURVEYOR — FREDERICK R. JONES JR. — L.S. 5458 — STATE OF CALIFORNIA

## CITY CLERK'S STATEMENT

*I, SHANAE S. SMITH, CITY CLERK OF THE CITY OF PALMDALE, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF PALMDALE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE 1ST DAY OF DECEMBER 2021, AND THAT THEREUPON SAID COUNCIL DID, BY AND ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP;*
*AND ON BEHALF OF THE PUBLIC, SAID COUNCIL DID:*

*ACCEPT THE OFFER OF DEDICATION THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO 25TH STREET WEST, AS SHOWN ON SAID MAP.*

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

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

*REJECT THE IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY AS EASEMENTS FOR PUBLIC PURPOSES ALL STREETS, HIGHWAYS, AND OTHER OTHER PUBLIC WAYS, AS SHOWN ON SAID MAP.*

12/2/2021 — DATE — SHANAE S. SMITH, CITY CLERK – CITY OF PALMDALE

## ABANDONMENT NOTE

*PURSUANT TO SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE FILLING OF THIS MAP CONSTITUTES ABANDONMENT OF PORTIONS OF THE STREET DEDICATION PER PARCEL MAP 26908 RECORDED IN THE COUNTY OF LOS ANGELES, BOOK 316, PAGES 92 & 93, THESE ABANDONMENT ARE NOT SHOWN ON THIS MAP.*

12/2/2021 — DATE — SHANAE S. SMITH, CITY CLERK – CITY OF PALMDALE

## SPECIAL ASSESSMENTS STATEMENT

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

12/2/2021 — DATE — SHANAE S. SMITH, CITY CLERK – CITY OF PALMDALE

## *LOS ANGELES COUNTY TAX CERTIFICATES*

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

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

BY: Fabrizio Pacana — DEPUTY — DATE 12-23-21

COUNTY OF LOS ANGELES — CALIFORNIA

~~*I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 73299 AS REQUIRED BY LAW.*~~

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

~~BY: _____ DEPUTY _____ DATE~~

*PHASE THREE OF FIVE PHASES OF T.T.M. 54058*

# TRACT NO. 54058-3

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

**TENTATIVE MAP EXPIRES MARCH 4, 2025**
**ELIAS CHAIJ L.S. 8908**

***111 LOTS*** ***26.20 ACRES***

## MONUMENT NOTE

*A) SPIKE AND WASHER TAGGED LS 8908, TO BE SET DOWN 0.04' AT ALL STREET INTERSECTIONS, BEGINNING OF CURVES AND END OF CURVES.*

*B) LEAD AND TACK TO BE SET ON TOP OF CURB AT ALL LOT LINE PROLONGATIONS.*

## BASIS OF BEARINGS NOTE

*THE BEARING OF NORTH 00° 00' 06" EAST OF THE CENTERLINE OF 25TH STREET WEST AS SHOWN ON PARCEL MAP 26908, MAP BOOK 316, PAGES 92-93 INCLUSIVE OF MAPS, RECORDS OF LOS ANGELES COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.*

## SOILS REPORT NOTE

*IN ACCORDANCE WITH THE PROVISION OF SECTION 66434.5 OF THE SUBDIVISION MAP ACT, A SOILS REPORT WAS PREPARED SEPTEMBER 10, 2002 BY EARTH SYSTEMS OF SOUTHERN CALIFORNIA. IT WAS THEN UPDATED BY GLOBAL GEO-ENGINEERING, INC. MARCH 26 2003, THEN AGAIN JULY 12 2006, JAN 16, 2007, MAY 16 2008, AND JUNE 4 2008. ADDITIONAL UPDATES WERE PREPARED BY BRUIN GEOTECHNICAL SERVICES INC. ON NOV 16 2016 AND UPDATED JUNE 13 2017, JULY 2 2019, JULY 9 2019, AND FEBRUARY 4 2021. THESE REPORTS ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.*

## SIGNATURE OMISSION NOTES

*THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.*

*NATURE OF INTEREST:* *AN EASEMENT FOR DITCHES AND CANALS AND INCIDENTAL PURPOSES*

*NAME OF PARTY:* *UNITED STATES OF AMERICA*

*BY DOCUMENT RECORDED:* *MARCH 13, 1907 IN BOOK 11, PAGES 197 AND 198 OF PATENTS*

*THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.*

*NATURE OF INTEREST:* *AN EASEMENT FOR PUBLIC ROAD, HIGHWAY AND INCIDENTAL PURPOSES*

*NAME OF PARTY:* *CITY OF PALMDALE SUCCESSOR IN INTEREST TO COUNTY OF LOS ANGELES*

*BY DOCUMENT RECORDED:* *OCTOBER 26, 1973 AS INSTRUMENT NO. 3909 OF OFFICIAL RECORDS*

1433/23 BOOK 1433 PAGE 23

SCALE: 1" = 200'

# TRACT NO. 54058-3

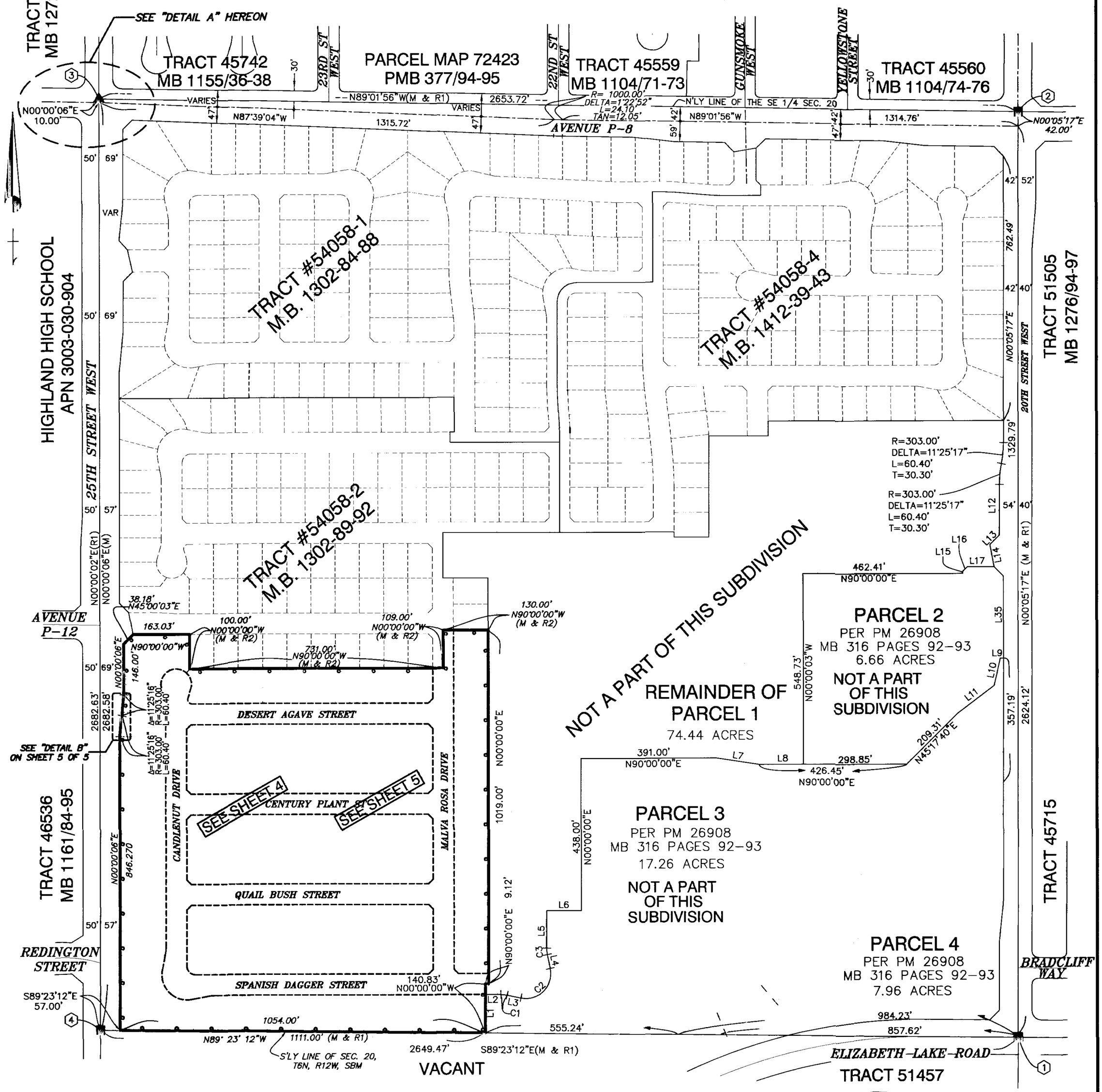
SHEET 3 OF 5 SHEETS

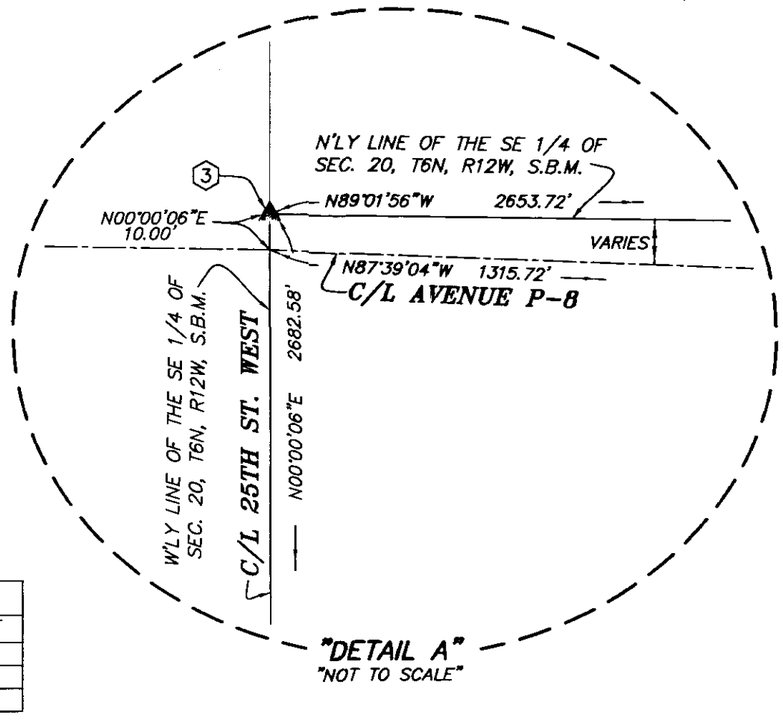
IN THE CITY OF PALMDALE,
COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

*111 LOTS*

*26.20 ACRES*

ELIAS CHAIJ L.S. 8908




## LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

FOUND WELL MONUMENT AS NOTED

FOUND SPIKE AND WASHER AS NOTED

(1) SW CORNER SECTION 21,T6N, R12W, S.B.M. FOUND C.S. WELL MONUMENT PER PARCEL NO. 4190 M.B. 79 PGS. 2-4

(2) E 1/4 CORNER SECTION 20, T6N, R12W FOUND 2"IRON PIPE, LS 6402 IN WELL PER TRACT NO. 51505, M.B. 1276 PGS. 94-97, DOWN 1.1'

(3) CENTER SECTION 20, T6N, R12W, S.B.M. FOUND SPIKE & WASHER LS 7850 (DOWN 0.1'), PER R.S. 215/43 IN LIEU OF CE MONUMENT IN WELL PER C.E.F.B. 2257-232 FITS POSITION OF SAID MONUMENT AND ACCEPTED AS CENTER OF SECTION

(4) S 1/4 CORNER SECTION 20, T6N, R12W FOUND WELL MONUMENT PER C.E.F.B. 2257-236

(R1) PER PARCEL MAP 26908 P.M. BOOK 316 PGS. 92-93

(R2) PER TRACT 54058-2 BOOK 1302 PGS. 89-92

*RECORD DATA PER PARCEL MAP 26908, MB. 316 PAGES 92-93*

LINE DATA

| LINE | DISTANCE | BEARING |
|---|---|---|
| L1 | 110.55' | N00°00'00"E |
| L2 | 44.02' | N90°00'00"E |
| L3 | 40.73' | S77°58'20"E |
| L4 | 40.73' | N12°01'40"W |
| L5 | 108.10' | N00°00'00"E |
| L6 | 100.00' | N90°00'00"E |
| L7 | 124.73' | S81°22'48"E |
| L8 | 127.60' | N90°00'00"E |
| L9 | 9.64' | N89°54'43"W |
| L10 | 79.75' | N12°41'15"E |
| L11 | 130.88' | N52°44'36"E |
| L12 | 146.00' | N00°05'17"E |
| L13 | 38.15' | N45°02'38"W |
| L14 | 65.08' | N10°27'46"W |
| L15 | 6.31' | N00°00'00"E |
| L16 | 18.38' | N45°00'00"E |
| L17 | 76.91' | N90°00'00"E |

CURVE DATA

| | DELTA | RADIUS | LENGTH | TANGENT |
|---|---|---|---|---|
| C1 | 12°01'40" | 88.00' | 18.47' | 9.27' |
| C2 | 114°03'20" | 72.00' | 143.33' | 110.99' |
| C3 | 12°01'40" | 88.00' | 18.47' | 9.27' |

1433/24

BOOK 1433 PAGE 24

SCALE: 1" = 60'

# TRACT NO. 54058-3

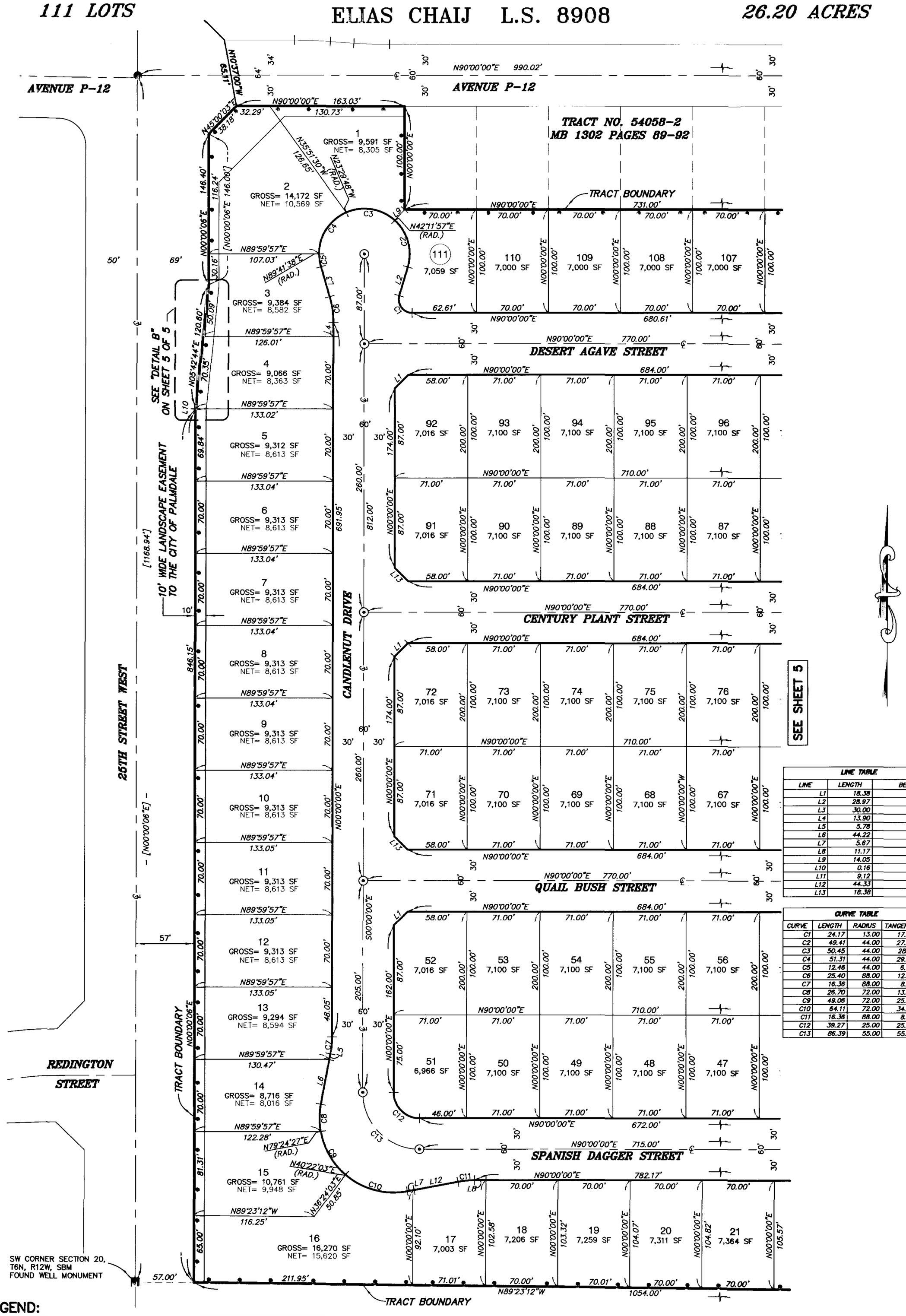
SHEET 4 OF 5 SHEETS

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

111 LOTS

ELIAS CHAIJ L.S. 8908

26.20 ACRES




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 18.38 | N45°00'00"E |
| L2 | 28.97 | N16°32'16"E |
| L3 | 30.00 | N16°32'16"E |
| L4 | 13.90 | N00°00'00"E |
| L5 | 5.78 | N10°39'09"E |
| L6 | 44.22 | N10°39'09"E |
| L7 | 5.67 | N79°20'51"E |
| L8 | 11.17 | N90°00'00"E |
| L9 | 14.05 | N42°14'00"E |
| L10 | 0.16 | N05°42'44"E |
| L11 | 9.12 | N90°00'00"E |
| L12 | 44.33 | N79°20'51"E |
| L13 | 18.38 | N45°00'00"W |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | TANGENT | DELTA |
| C1 | 24.17 | 13.00 | 17.42 | 106°32'16" |
| C2 | 49.41 | 44.00 | 27.68 | 64°20'19" |
| C3 | 50.45 | 44.00 | 28.41 | 65°41'45" |
| C4 | 51.31 | 44.00 | 29.02 | 66°48'34" |
| C5 | 12.46 | 44.00 | 6.27 | 16°13'54" |
| C6 | 25.40 | 88.00 | 12.79 | 16°32'16" |
| C7 | 16.36 | 88.00 | 8.20 | 10°39'09" |
| C8 | 26.70 | 72.00 | 13.50 | 21°14'42" |
| C9 | 49.06 | 72.00 | 25.52 | 39°02'24" |
| C10 | 64.11 | 72.00 | 34.36 | 51°01'12" |
| C11 | 16.36 | 88.00 | 8.20 | 10°39'09" |
| C12 | 39.27 | 25.00 | 25.00 | 90°00'00" |
| C13 | 86.39 | 55.00 | 55.00 | 90°00'00" |

## LEGEND:

- ■ — FOUND MONUMENT AS NOTED
- ● — FOUND S&W TAGGED RCE 21893 PER TR. NO. 54058-2, MB 1302/89-92
- ⊙ — S&W TO BE SET TAGGED L.S. 8908

INDICATES THE BOUNDARY OF THE LAND BEING SUB-DIVIDED BY THIS MAP.

[XX] — INDICATES BEARING AND DISTANCE PER PACEL MAP 26908

BOOK 1433 PAGE 25

1433/25

SCALE: 1" = 60'

# TRACT NO. 54058-3

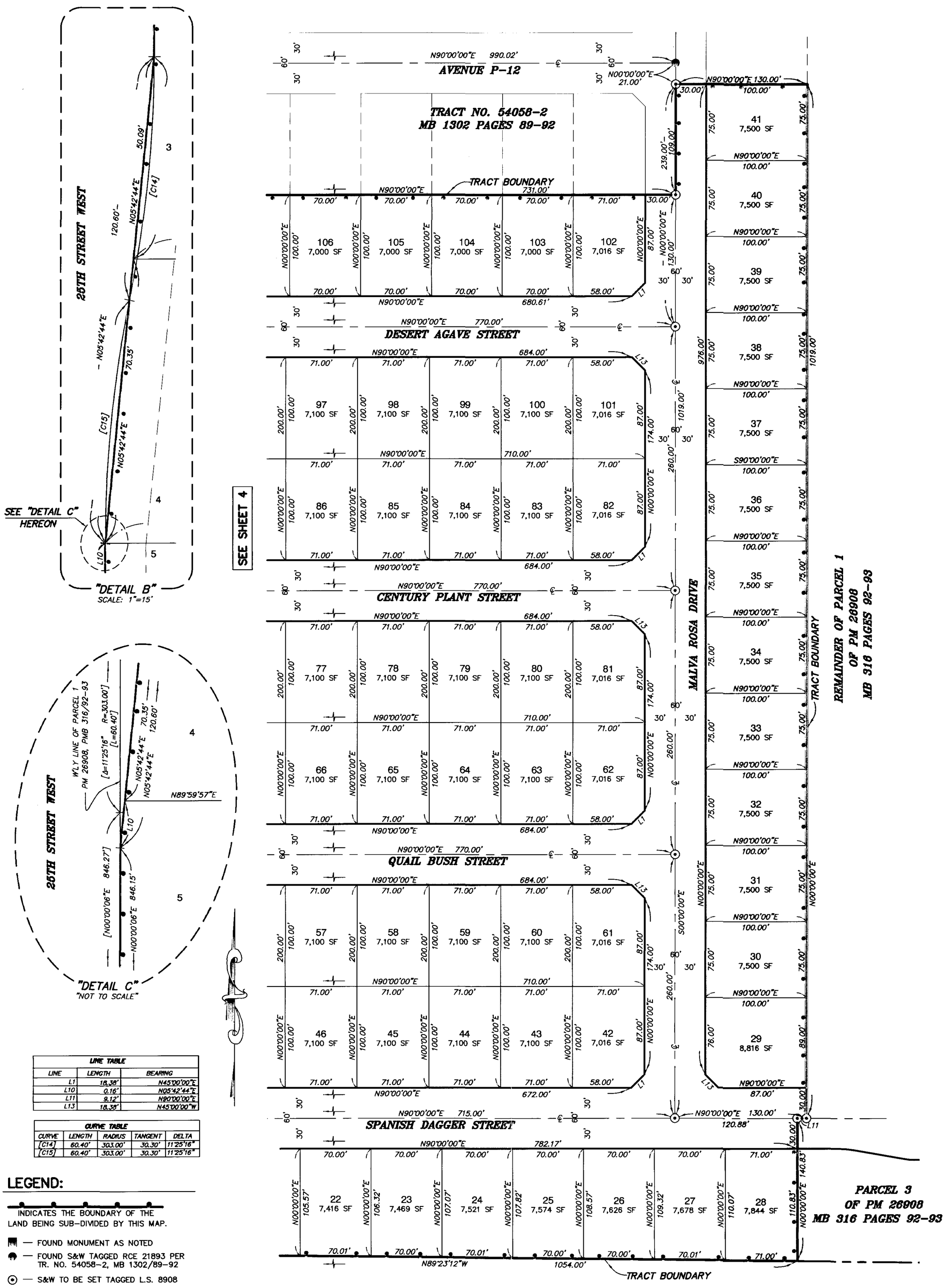
SHEET 5 OF 5 SHEETS

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

111 LOTS

ELIAS CHAIJ L.S. 8908

26.20 ACRES




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 18.38' | N45°00'00"E |
| L10 | 0.16' | N05°42'44"E |
| L11 | 9.12' | N90°00'00"E |
| L13 | 18.38' | N45°00'00"W |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | TANGENT | DELTA |
| [C14] | 60.40' | 303.00' | 30.30' | 11°25'16" |
| [C15] | 60.40' | 303.00' | 30.30' | 11°25'16" |

## LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUB-DIVIDED BY THIS MAP.

— FOUND MONUMENT AS NOTED

— FOUND S&W TAGGED RCE 21893 PER TR. NO. 54058-2, MB 1302/89-92

— S&W TO BE SET TAGGED L.S. 8908

[XX] — INDICATES BEARING AND DISTANCE PER PACEL MAP 26908

# EXHIBIT A

## LEGAL DESCRIPTION
## IRREVOCABLE OFFER OF DEDICATION
### TRACT NO. 54058-3

ALL THAT REAL PROPERTY IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WITHIN THE BOUNDARY OF TRACT MAP 54058-3, RECORDED IN BOOK 1433, PAGES 21 THROUGH 25, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT LAND WITHIN THE BOUNDARY OF SAID TRACT MAP 54058-3, AND OFFERED TO THE CITY OF PALMDALE AS EASEMENT FOR PUBLIC PURPOSES, ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS SHOWN AS DESERT AGAVE STREET, CENTURY PLANT STREET, QUAIL BUSH STREET, SPANISH DAGGER STREET, CANDLENUT DRIVE AND MALVA ROSA DRIVE.

THE ABOVE-DESCRIBED LAND CONTAINS 6.80 ACRES, MORE OR LESS.

REFERENCE IS HEREBY MADE TO EXHIBIT "B" ATTACHED HERETO FOR THE FORGOING DESCRIPTION.

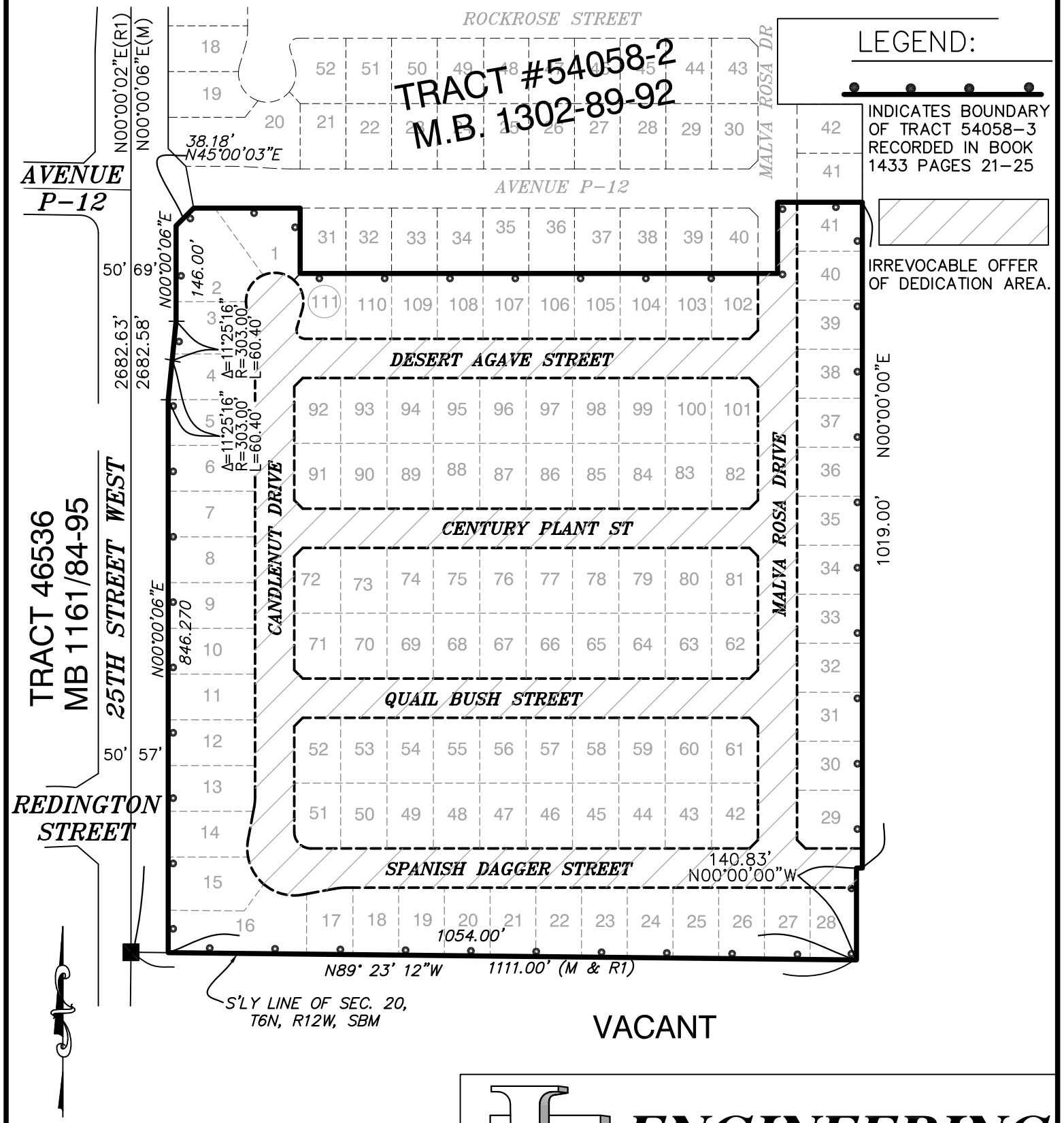
THIS DOCUMENT IS PREPARED BY ME, ELIAS CHAIJ, PLS 8908.

ELIAS CHAIJ, P.L.S. 8908
EXP. 09/30/22

6/10/2022
DATE

PROFESSIONAL LAND SURVEYOR
ELIAS CHAIJ
L.S. 8908
STATE OF CALIFORNIA

# EXHIBIT B
# PLAT MAP




200 0 100 200 400

( IN FEET ) 1"= 200 FT

TRACT 54058-3 "IRREVOCABLE OFFER OF DEDICATION"

| JTN 2044 | 06-13-2022 | SCALE 1"=200' |
|---|---|---|


JT ENGINEERING
ENGINEERING TECHNOLOGY
Civil/Structural Engineering * Planning * Land Surveying
33336 N. Agua Dulce Cyn. Rd, #103, Agua Dulce, CA 91390
Phone (661) 268-8899 Fax (661) 268-1936
WWW.JTENGINEERING.COM

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS DEPARTMENT**
**ENGINEERING DIVISION**

**DISTRICT:** **2**

**SUBJECT:** **APPROVE FINAL TRACT MAP NO. 71357-01 LOCATED NEAR THE INTERSECTION OF RANCHO VISTA BOULEVARD AND DELSON DRIVE**

## ISSUE

Approve Final Tract Map No. 71357-01 located the Intersection of Rancho Vista Boulevard and Delson Drive.

## RECOMMENDATION

Staff recommends that the City Council approve Final Tract Map No. 60732 and authorize the City Clerk to execute the City Clerk's Statement, Special Assessment Statement, Termination Note and authorizes the Acting City Surveyor to execute the City Surveyor's Statement. The map will then be filed with the County Recorder.

## BACKGROUND

Final Tract Map No. 71357-01 is a 3.37-acre subdivision, legally creating fifteen (15) single family residential lots. All proposed lot sizes and dimensions comply with the City's Zoning Ordinance. This is the first of six phases of the Tentative Tract Map. The subject property is located near the intersection of Rancho Vista Boulevard and Delson Drive. The applicant for this final tract map is LA-DF Investment Fund 78, LLC, A California Limited Liability Company. This Tentative Tract Map, Time Extension No. 2 was approved by the Planning Commission on November 14, 2019, by Resolution No. PC 2019-046. On January 24, 2022, the City Engineer deemed this Final Tract Map as 'timely filed'.

This final tract map is consistent with the tentative tract map and all final map conditions of approval have been met. The Acting City Land Surveyor has reviewed the final map for technical accuracy and verifies it is in compliant with the State Subdivision Map Act.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENT

1. Final Tract Map No. 71357-01

TOTAL LOTS: 15
ACREAGE: 3.37



# TRACT MAP NO. 71357-01

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

**BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF PARCEL MAP NO. 23938, RECORDED IN PARCEL MAP BOOK 264 PAGES 13 AND 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

**ADVANCED CIVIL GROUP, INC. JUNE 2021**

**TENTATIVE MAP EXPIRES ON: JANUARY 25, 2022**

## OWNER'S STATEMENT

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

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

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

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

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

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

LA-DF INVESTMENT FUND 78, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

_____
ROBERT YU, MANAGING MEMBER

## NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES,

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

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

WITNESS MY HAND
SIGNATURE: _____
PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

## LOS ANGELES COUNTY CERTIFICATIONS AND SEALS:

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

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

BY: _____
DEPUTY DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 71357-01 AS REQUIRED BY LAW.

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

BY: _____
DEPUTY DATE

## SIGNATURE OMISSIONS

THE SIGNATURE OF THE GENERAL TELEPHONE COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES BY DOCUMENT RECORDED JULY 26, 1985 AS INSTRUMENT NO. 85-863657, OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(I-VIII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CAN NOT RIPEN INTO FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE CITY OF PALMDALE, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES BY DOCUMENT RECORDED SEPTEMBER 10, 2001 AS INSTRUMENT NO. 01-1704247, 01-1704248, 01-1704249, AND 01-1704250, OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(I-VIII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CAN NOT RIPEN INTO FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE CITY OF PALMDALE, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR DRAINAGE PURPOSES BY DOCUMENT RECORDED SEPTEMBER 10, 2001 AS INSTRUMENT NO. 01-1704251, OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(I-VIII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CAN NOT RIPEN INTO FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LA-DF INVESTMENT FUND 78, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN JUNE 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE IN PLACE WITHIN TWENTY-FOUR MONTHS FROM FILING DATE OF THIS MAP; THAT SAID MAP MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON

_____ _____
DATE: JEFFERY L. MAYS PLS 6379
REGISTRATION EXPIRES 12/31/2022

PROFESSIONAL LAND SURVEYOR
JEFFERY L. MAYS
No. 6379
STATE OF CALIFORNIA

PRELIMINARY REVIEW DRAFT

## CITY SURVEYOR'S CERTIFICATE

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

_____ _____
DATE: FREDERICK R. JONES JR.
ACTING CITY SURVEYOR

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

## CITY CLERK'S CERTIFICATE

I, SHANAE S. SMITH, CITY CLERK OF THE CITY OF PALMDALE, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF PALMDALE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2022, AND THAT THEREUPON SAID COUNCIL DID, BY AND ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP;

AND ON BEHALF OF THE PUBLIC, SAID COUNCIL DID:

REJECT THE IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY AS EASEMENTS FOR PUBLIC PUPOSES ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS, AS SHOWN ON SAID MAP.

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

_____ _____
DATE: SHANAE S. SMITH
CITY CLERK- CITY OF PALMDALE

## SPECIAL ASSESSMENTS STATEMENT

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

_____ _____
DATE: SHANAE S. SMITH
CITY CLERK- CITY OF PALMDALE

## BASIS OF BEARING:

THE BEARING SHOWN HEREON ARE BASED ON THE BEARING N35°46'12"E OF THE RIGHT-OF-WAY OF DELSON STREET SOUTH OF RANCHO VISTA BOULEVARD AS SHOWN ON TRACT MAP NO. 47935, BOOK 1262 PAGES 91-98, OF MAPS, LOS ANGELES COUNTY.

## SOILS REPORT:

A SOILS REPORT WAS PREPARED FOR THIS TRACT ON JANUARY 10, 2006 BY CCL ENGINEERING INC., AND ON MARCH 25, 2015 A REPORT ISSUED BY EARTH SYSTEMS SOUTHERN CALIFORNIA, WAS UPDATED AND THEY ARE ON FILE IN THE OFFICE OF THE THE CITY ENGINEER.

## MONUMENT NOTE:

ALL 2" I.P. TAGGED LS 6379 TO BE SET FLUSH AS NOTED.
ALL S & W TAGGED LS 6379 TO BE SET 0.04' DOWN AS NOTED.
LEAD, TACK AND TAG LS 6379 TO BE SET IN TOP OF CURBS AT PROLONGATION OF ALL LOT LINES.

## ABANDONMENT NOTE

PURSUANT TO SECTION 66434(g) (TRS) AND/OR 66445(j) (PMS) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THOSE EASEMENTS FOR DRAINAGE PURPOSES AND INCIDENTAL PURPOSES ACQUIRED BY THE CITY OF PALMDALE BY INSTRUMENT NO. 01-1704251 OF OFFICIAL RECORDS ALL PORTIONS OF SAID EASEMENTS WITHIN THE BOUNDARY OF THIS MAP ARE HEREBY ABANDONED AND ARE NOT SHOWN ON THIS MAP.

SCALE: 1"=100'



# TRACT MAP NO. 71357-01

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

**ADVANCED CIVIL GROUP, INC. JUNE 2021**

**15 LOTS** **3.37 ACRES**

## LEGEND

INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP.

● FOUND MONUMENT AS NOTED

○ S & W TO BE SET DOWN 0.04' TAGGED LS 7822

## SURVEY NOTES:

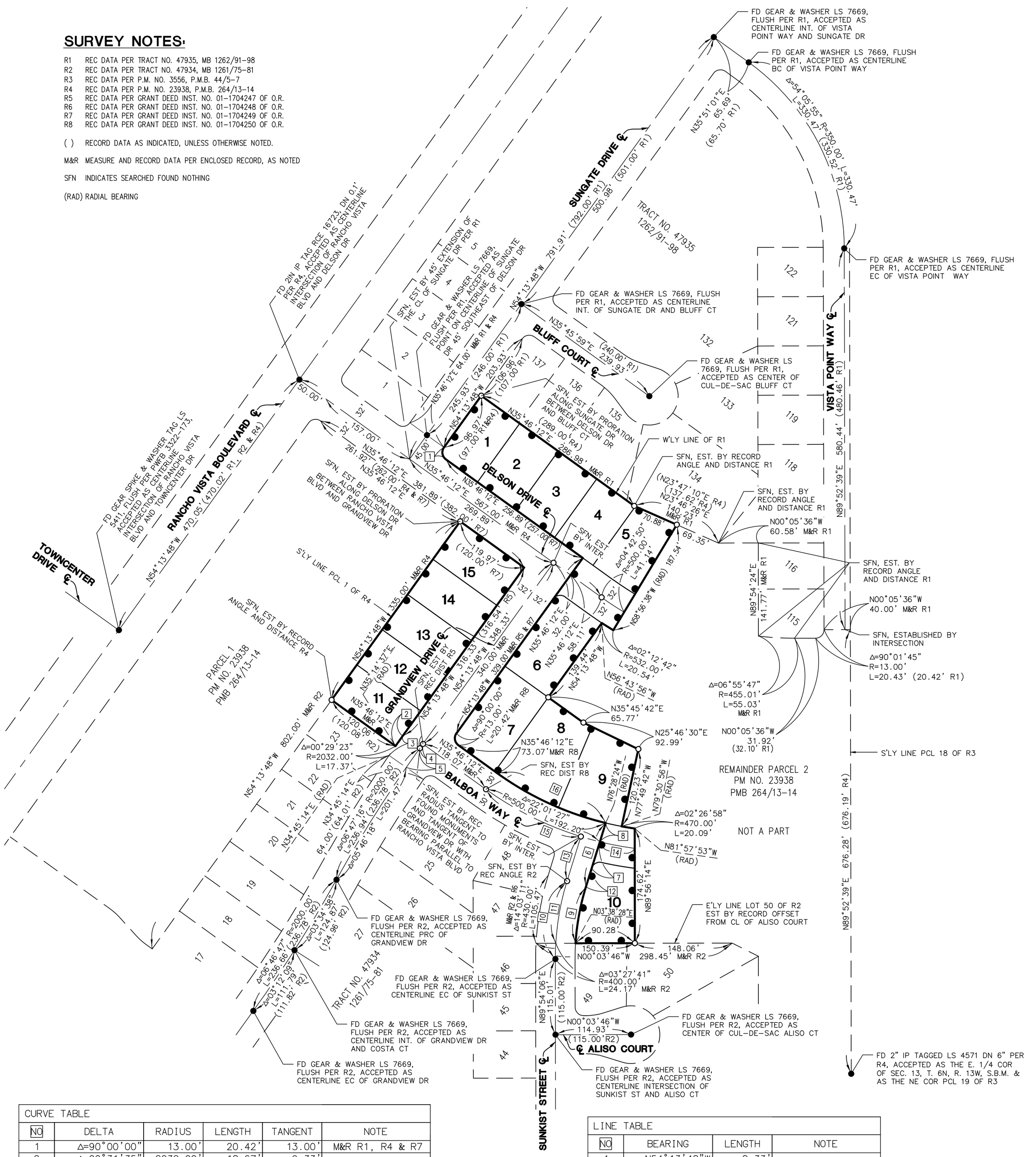
R1 REC DATA PER TRACT NO. 47935, MB 1262/91-98
R2 REC DATA PER TRACT NO. 47934, MB 1261/75-81
R3 REC DATA PER P.M. NO. 3556, P.M.B. 44/5-7
R4 REC DATA PER P.M. NO. 23938, P.M.B. 264/13-14
R5 REC DATA PER GRANT DEED INST. NO. 01-1704247 OF O.R.
R6 REC DATA PER GRANT DEED INST. NO. 01-1704248 OF O.R.
R7 REC DATA PER GRANT DEED INST. NO. 01-1704249 OF O.R.
R8 REC DATA PER GRANT DEED INST. NO. 01-1704250 OF O.R.

( ) RECORD DATA AS INDICATED, UNLESS OTHERWISE NOTED.

M&R MEASURE AND RECORD DATA PER ENCLOSED RECORD, AS NOTED

SFN INDICATES SEARCHED FOUND NOTHING

(RAD) RADIAL BEARING


SUNGATE DRIVE ℄
BLUFF COURT ℄
DELSON DRIVE ℄
GRANDVIEW DRIVE ℄
BALBOA WAY ℄
ALISO COURT ℄
SUNKIST STREET ℄
VISTA POINT WAY ℄
RANCHO VISTA BOULEVARD ℄
TOWNCENTER DRIVE ℄
TRACT NO. 47935 1262/91-98
TRACT NO. 47934 1261/75-81
PARCEL 1 PM NO. 23938 PMB 264/13-14
REMAINDER PARCEL 2 PM NO. 23938 PMB 264/13-14
NOT A PART
FD GEAR & WASHER LS 7669, FLUSH PER R1, ACCEPTED AS CENTERLINE INT. OF VISTA POINT WAY AND SUNGATE DR
FD GEAR & WASHER LS 7669, FLUSH PER R1, ACCEPTED AS CENTERLINE BC OF VISTA POINT WAY
FD GEAR & WASHER LS 7669, FLUSH PER R1, ACCEPTED AS CENTERLINE EC OF VISTA POINT WAY
FD GEAR & WASHER LS 7669, FLUSH PER R1, ACCEPTED AS CENTERLINE INT. OF SUNGATE DR AND BLUFF CT
FD GEAR & WASHER LS 7669, FLUSH PER R1, ACCEPTED AS CENTER OF CUL-DE-SAC BLUFF CT
FD 2IN IP TAG RCE 16723, DN 0.1' PER R4, ACCEPTED AS CENTERLINE INTERSECTION OF RANCHO VISTA BLVD AND DELSON DR
FD GEAR SPIKE & WASHER TAG LS 5411, FLUSH PER PWFB 3322-173, ACCEPTED AS CENTERLINE INTERSECTION OF RANCHO VISTA BLVD AND TOWNCENTER DR
FD GEAR & WASHER LS 7669, FLUSH PER R2, ACCEPTED AS CENTERLINE PRC OF GRANDVIEW DR
FD GEAR & WASHER LS 7669, FLUSH PER R2, ACCEPTED AS CENTERLINE EC OF SUNKIST ST
FD GEAR & WASHER LS 7669, FLUSH PER R2, ACCEPTED AS CENTERLINE INT. OF GRANDVIEW DR AND COSTA CT
FD GEAR & WASHER LS 7669, FLUSH PER R2, ACCEPTED AS CENTERLINE EC OF GRANDVIEW DR
FD GEAR & WASHER LS 7669, FLUSH PER R2, ACCEPTED AS CENTER OF CUL-DE-SAC ALISO CT
FD GEAR & WASHER LS 7669, FLUSH PER R2, ACCEPTED AS CENTERLINE INTERSECTION OF SUNKIST ST AND ALISO CT
FD 2" IP TAGGED LS 4571 DN 6" PER R4, ACCEPTED AS THE E. 1/4 COR OF SEC. 13, T. 6N, R. 13W, S.B.M. & AS THE NE COR PCL 19 OF R3
S'LY LINE PCL 18 OF R3
S'LY LINE PCL 1 OF R4
W'LY LINE OF R1
E'LY LINE LOT 50 OF R2 EST BY RECORD OFFSET FROM CL OF ALISO COURT
SFN, EST BY RECORD ANGLE AND DISTANCE R1
SFN, EST BY RECORD ANGLE AND DISTANCE R4
SFN, EST BY PRORATION ALONG SUNGATE DR BETWEEN DELSON DR AND BLUFF CT
SFN, EST BY PRORATION ALONG DELSON DR BETWEEN RANCHO VISTA BLVD AND GRANDVIEW DR
SFN, EST BY 45' EXTENSION OF THE CL OF SUNGATE DR PER R1
SFN, EST BY REC DIST R8
SFN, EST BY REC ANGLE R2
SFN, EST BY RADIUS TANGENT TO FOUND MONUMENTS AND TANGENT OF GRANDVIEW DR WITH BEARING PARALLEL TO RANCHO VISTA BLVD
SFN, ESTABLISHED BY INTERSECTION
N89°52'39"E 580.44' (480.46' R1)
N89°52'39"E 676.28' (676.19' R4)
N54°13'48"W 802.00' M&R R2
N54°13'48"W 470.05' (470.02' R1, R2 & R4)
N35°46'12"E 381.89' (382.00' R7)
N35°46'12"E 567.00' M&R R4
N35°46'12"E 286.98' M&R R1
N35°46'12"E 335.00' M&R R4
N54°13'48"W 791.91' (792.00' R1)
N35°51'01"E 65.69' (65.70' R1)
Δ=54°05'55" L=330.47' (330.52' R1)
R=350.00' L=330.47'
N00°05'36"W 60.58' M&R R1
N00°05'36"W 40.00' M&R R1
N00°05'36"W 31.92' (32.10' R1)
Δ=06°55'47" R=455.01' L=55.03' M&R R1
Δ=90°01'45" R=13.00' L=20.43' (20.42' R1)
Δ=02°26'58" R=470.00' L=20.09'
Δ=22°01'27" L=192.20'
Δ=04°42'50" R=500.00' L=41.14'
Δ=02°12'42" R=532.00' L=20.54'
Δ=03°27'41" R=400.00' L=24.17' M&R R2
Δ=00°29'23" R=2032.00' L=17.37'
Δ=06°46'47" R=2000.00' (236.78' R2) L=236.66'
Δ=03°12'09" L=111.79' (111.82' R2)
Δ=03°34'38" L=124.87' (124.96' R2)
Δ=05°46'18" L=201.47'
Δ=06°47'16" R=2000.00' (236.78' R2) L=236.94'
Δ=14°03'11" R=430.00' L=105.47'
N89°54'06"E 115.01' (115.00' R2)
N89°54'24"E 141.77' M&R R1
N00°03'46"W 298.45' M&R R2
N00°03'46"W 114.93' (115.00' R2)
N00°03'46"W 150.39'
N35°45'42"E 65.77'
N25°46'30"E 92.99'
N35°46'12"E 73.07' M&R R8
N35°46'12"E 118.07' M&R
N35°45'59"E 239.93' (240.00' R1)
N54°13'48"W 245.93' (246.00' R1)
N54°13'48"W 203.93' (107.00' R1)
N54°13'48"W 96.97' (97.00' R1&R4)
N54°13'48"W 64.00' M&R R1 & R4
N54°13'48"W 8.33'
N54°13'48"W 139.44'
N54°13'48"W 329.00' M&R R5 & R7
N54°13'48"W 340.00' M&R
N54°13'48"W 316.33' (316.54' R5)
N54°13'48"W 348.33'
N54°13'48"W 174.62'
N54°13'48"W 187.54' (RAD)
N54°13'48"W 120.06' (120.08' R2)
N54°13'48"W 335.00' M&R R4
N54°13'48"W 269.89' (262.00' R4 & R7)
N54°13'48"W 261.92'
N54°13'48"W 157.00'
N54°13'48"W 50.00'
N54°13'48"W 32'
N54°13'48"W 32'
N54°13'48"W 32

SCALE: 1"=50'



# TRACT MAP NO. 71357-01

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

**ADVANCED CIVIL GROUP, INC.** **JUNE 2021**

**15 LOTS** **3.37 ACRES**

## LEGEND

INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP.

## SURVEY NOTES:

R1 REC DATA PER TRACT NO. 47935, MB 1262/91-98
R2 REC DATA PER TRACT NO. 47934, MB 1261/75-81
R3 REC DATA PER P.M. NO. 3556, P.M.B. 44/5-7
R4 REC DATA PER P.M. NO. 23938, P.M.B. 264/13-14
R5 REC DATA PER GRANT DEED INST. NO. 01-1704247 OF O.R.
R6 REC DATA PER GRANT DEED INST. NO. 01-1704248 OF O.R.
R7 REC DATA PER GRANT DEED INST. NO. 01-1704249 OF O.R.
R8 REC DATA PER GRANT DEED INST. NO. 01-1704250 OF O.R.

( ) RECORD DATA AS INDICATED, UNLESS OTHERWISE NOTED.

M&R MEASURE AND RECORD DATA PER ENCLOSED RECORD, AS NOTED

SFN INDICATES SEARCHED FOUND NOTHING

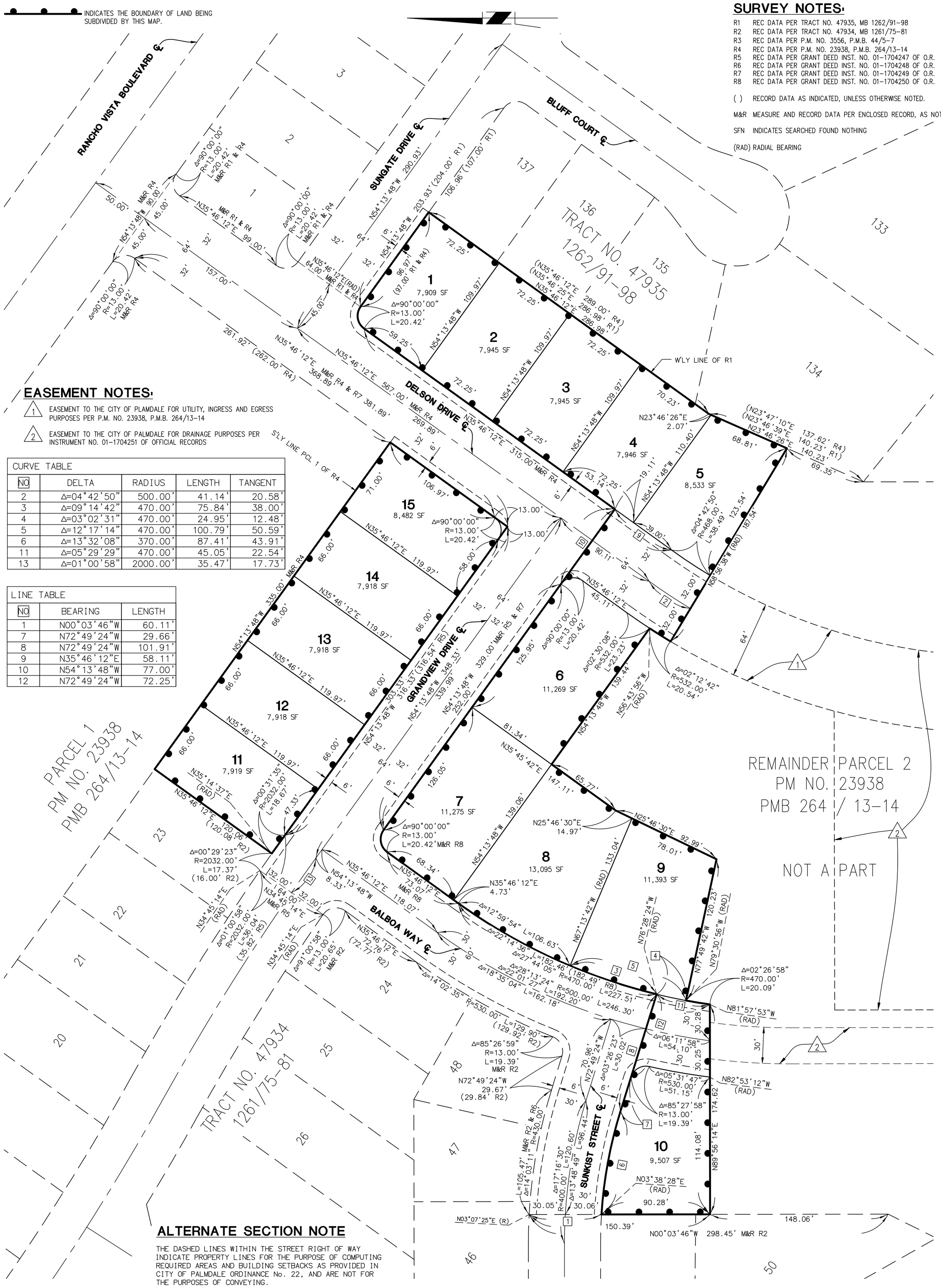
(RAD) RADIAL BEARING

## EASEMENT NOTES:

1. EASEMENT TO THE CITY OF PLAMDALE FOR UTILITY, INGRESS AND EGRESS PURPOSES PER P.M. NO. 23938, P.M.B. 264/13-14
2. EASEMENT TO THE CITY OF PALMDALE FOR DRAINAGE PURPOSES PER INSTRUMENT NO. 01-1704251 OF OFFICIAL RECORDS

| CURVE TABLE | | | | |
|---|---|---|---|---|
| NO | DELTA | RADIUS | LENGTH | TANGENT |
| 2 | Δ=04°42'50" | 500.00' | 41.14' | 20.58' |
| 3 | Δ=09°14'42" | 470.00' | 75.84' | 38.00' |
| 4 | Δ=03°02'31" | 470.00' | 24.95' | 12.48' |
| 5 | Δ=12°17'14" | 470.00' | 100.79' | 50.59' |
| 6 | Δ=13°32'08" | 370.00' | 87.41' | 43.91' |
| 11 | Δ=05°29'29" | 470.00' | 45.05' | 22.54' |
| 13 | Δ=01°00'58" | 2000.00' | 35.47' | 17.73' |

| LINE TABLE | | |
|---|---|---|
| NO | BEARING | LENGTH |
| 1 | N00°03'46"W | 60.11' |
| 7 | N72°49'24"W | 29.66' |
| 8 | N72°49'24"W | 101.91' |
| 9 | N35°46'12"E | 58.11' |
| 10 | N54°13'48"W | 77.00' |
| 12 | N72°49'24"W | 72.25' |




## ALTERNATE SECTION NOTE

THE DASHED LINES WITHIN THE STREET RIGHT OF WAY INDICATE PROPERTY LINES FOR THE PURPOSE OF COMPUTING REQUIRED AREAS AND BUILDING SETBACKS AS PROVIDED IN CITY OF PALMDALE ORDINANCE No. 22, AND ARE NOT FOR THE PURPOSES OF CONVEYING.

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

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

**DISTRICT:** **2**

**SUBJECT:** **NOTICE OF COMPLETION – ACCEPT COMPLETED PROJECT WITH PLAYCORE WISCONSIN, INC., dba GAMETIME FOR PROJECT NO. 846, COURTNEY'S PLAYGROUND INCLUSIVE PLAY AREA AT MARIE KERR PARK**

## ISSUE

Notice of Completion – Accept completed project with Playcore Wisconsin, Inc., dba Gametime for Project No. 846, Courtney's Playground Inclusive Play Area at Marie Kerr Park.

## RECOMMENDATION

Staff recommends that the City Council:

1. Accept completed project with Playcore Wisconsin, Inc., dba Gametime for Project No. 846, Courtney's Playground Inclusive Play Area at Marie Kerr Park.

2. Authorize the Interim City Manager or her designee to execute and file a Notice of Completion.

## BACKGROUND

Project No. 846, Courtney's Playground Inclusive Play Area at Marie Kerr Park Project, was awarded to Playcore Wisconsin, Inc., dba Gametime at the December 15, 2021, City Council Meeting. This public works project constructed an inclusive play area and named "Courtney's Playground", in honor of Greg and Joanne Triana's late daughter, Courtney Triana. The custom inclusive structure and rocker allows users of all abilities to access musical play elements at ground level, as well as a merry-go-round, accessible via wheelchair.

## DISCUSSION

All construction work on this project has been completed, inspected, and approved. To release funds being held as retention (five percent of each progress payment), it is necessary for the City Council to accept the project and for a Notice of Completion to be filed.

## FISCAL IMPACT

This project was funded through Measure AV Funds (157), which have been allocated in Account No. P0113 along with a donation from Greg and Joanne Triana. Thirty-five (35) days after the Notice of Completion has been filed, retention will be released.

## 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.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

**ATTACHMENTS:**

Notice of Completion

RECORDING REQUESTED BY:

**CITY OF PALMDALE**

WHEN RECORDED MAIL TO:

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

Space above this line is for Recorder's Use

## NOTICE OF COMPLETION

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

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: **Inclusive Playground Area.**
5. A work of improvement on the property hereinafter described was completed on **June 22, 2022.**
6. The work done was: **"Courtney's Playground Inclusive Play Area at Marie Kerr Park."**
7. The name of the Contractor for such work of improvement: **Playcore Wisconsin, Inc., dba Gametime.**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **Public Park.**
9. The address of said property is: **39718 30th Street West.**

Dated: **July 13, 2022**

CITY OF PALMDALE

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

## VERIFICATION

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

Executed on **July 13, 2022,** in the City of Palmdale, California.

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

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

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

**DISTRICT:** **3**

**SUBJECT:** **APPROVE SUPPLEMENTAL AGREEMENT NO. 2 WITH CEDRO CONSTRUCTION, INC., FOR PN 741-A, WATER IMPROVEMENTS AT AVENUE S-8 AND 40TH STREET EAST, IN THE AMOUNT OF $63,979.75.**

## ISSUE

Approve Supplemental Agreement No. 2 with Cedro Construction, Inc. for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East, in the amount of $63,979.75.

## RECOMMENDATION

Staff recommends that the City Council:

1. Approve Supplemental Agreement No. 2 to Agreement A-7462 with Cedro Construction, Inc. for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East., and
2. Authorize the Interim City Manager or her designee to execute Supplemental Agreement No. 2 to Agreement A-7462 in the amount of $63,979.75, including making minimal and/or non-substantive changes.

## BACKGROUND

Project No. 741-A, Water Improvements at Avenue S-8 and 40$^{th}$ Street East, upgraded the existing main water system as a prerequisite for Project No. 741, Avenue S-8 and 40th Street East Roundabout. Palmdale Water District (PWD) required all water mains underneath new concrete structures to be replaced and renewed. Project No. 741-A provided the replacement of the existing 12-inch and 16-inch diameter water mains within the project limits, as well as various other miscellaneous and related work.

Supplemental Agreement No. 1 included a 128-day increase to the contract time due to a delay by Crown Castle in relocating their utility line, as well the request by Palmdale Water District to have all construction material on-site prior to commencing any construction work.

## DISCUSSION

Supplemental Agreement No. 2 includes delay related claims, additional work claims, bid item quantity reconciliations, and an extension in contract time. The delay related claims were a result of the 3rd party contractor, Crown Castle, not being prepared to start their relocation. The additional work claims were a result of site investigation and discovery, as well as numerous additional requirements communicated by Palmdale Water District (PWD) after the start of construction. These additional requirements created additional work for the contractor and included installation of temporary blow-off valves and test plates, and additional water main testing. The bid item quantity reconciliations resulted in a credit to the contract value, as a smaller quantity was installed than indicated on the bid schedule. Collectively, Supplemental Agreement No. 2 increases the contract price and extends the contract time by 22 calendar days.

## FISCAL IMPACT

This project was funded through Measure R (208) Funds, which have been allocated in Account No. S0066. Sufficient funds exist in this account for this amendment. The following is a summary of the construction costs to date, as well as the current and remaining account balances.

| SCOPE OF WORK | | COST |
|---|---|---|
| A-7462, Cedro Construction, Inc. | | $444,477.00 |
| Supplemental Agreement No. 1 | | $0 |
| Supplemental Agreement No. 2 | | $63,979.75 |
| **Account Number** | **Current Balance** | **Remaining Balance** |
| S0066208 | $1,684,993.47 | $1,621,013.72 |

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E. Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

Supplemental Agreement No. 2 to Agreement A-7462

Agreement A-7462

PALMDALE
*a place to call home*

# SUPPLEMENTAL AGREEMENT

**Agreement No:** 2

**Project Title:** **Water Main Improvements at Avenue S-8 & 40th Street East**

**Cedro Construction, Inc.**
**120 E. Santa Maria St.**
**Santa Paula, CA 93060**

**Project No:** **741-A** **Account No.** **S0066** **Contract Date:** **September 8, 2021**

**The following changes are hereby made to the Contract Documents:**

See attached change order summary - Exhibit "A"

**TOTAL** $ 63,979.75

**Justification:**

See attached change order summary - Exhibit "A"

**Change to Contract Price:**

| | | |
|---|---|---|
| Original Contract Amount: | $ | 444,477.00 |
| The Contract Price due to this Supplemental Agreement will be increased by: | $ | 63,979.75 |
| The new Contract Price due to this Supplemental Agreement will be: | $ | 508,456.75 |

**Change to Contract Time:**

| | |
|---|---|
| Original Contract Time: | 228 |
| The Contract Time has been increased by 22 calendar days | 250 |
| The amended date for completion of all work under the contract is: | 4/28/2022 |

**APPROVALS REQUIRED:**

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

Contractor: Michael Verner, Vice President — Date: 5-15-2022

Project Manager: Cyrus Nasser — Date: 5/15/2022

Director of Public Works: Chuck Heffernan, P.E. — Date:

City Manager: Ronda Perez, Interim City Manager — Date:

ATTEST:

Shanae S. Smith,
City Clerk

APPROVED AS TO FORM:

Scott E. Porter,
Acting City Attorney

EXHIBIT "A"

**CHANGE ORDER SUMMARY**
**Supplemental Agreement No. 2 to Agreement No. A-7462**
**for City Project No. 741-A, Main Water Improvements Ave. S-8 & 40th St. East**

| ITEM NO. | DESCRIPTION OF CHANGE AND JUSTIFICATION | AMOUNT |
|---|---|---|
| 1 | **CCO #2.1: Delay** | **$45,012.79** |
| | Additional cost due to delay in start of construction from February 11, 2022, to March 4, 2022. Delay occurred after Contractor mobilization, and was caused by the failure of Crown Castle (third party Contractor) to relocate the fiber optic line per the project schedule.<br>City and Contractor mutually agreed to pay the following lump sum amounts:<br>• Traffic control at $400.00 per day for 15 working days and 10% mark-up .....$6,600.00<br>• Equipment at $1,121.04 per day for 22 calendar days and 10% mark-up .....$27,128.93<br>• Labor at $683.87 per day for 15 working days and 10% mark-up .....$11,283.86 | |
| 2 | **CCO #2.2: Dewatering** | **$4,000.00** |
| | Additional work due to notice of dewatering required by the Palmdale Water District after bid award. Amount includes additional work and overtime labor to dewater the 16-inch water line. City and Contractor mutually agreed to pay as a lump sum amount. | |
| 3 | **CCO #2.3: Fire Hydrant Lateral** | **$5,105.44** |
| | Increase in bid amount due to field verification after bid award and start of the construction. Amount includes additional labor and material to reroute the fire hydrant lateral after an existing SCE utility line was discovered to be in conflict. City and Contractor mutually agreed to pay as a lump sum amount. | |
| 4 | **CCO #2.4: Blow-off Valve at STA 103+72** | **$1,617.49** |
| | Increase in bid amount due to notice of temporary blow-off valve requirement by Palmdale Water District after bid award. Amount includes additional labor and material to install a temporary blow-off valve and more test plate. City and Contractor mutually agreed to pay as a lump sum amount. | |
| 5 | **CCO #2.5: Additional Paving Work** | **$4,529.82** |
| | Increase in bid amount due to field verification after bid award and start of the construction. Amount includes additional labor, to saw-cut pavement, haul material off job site, and repave. City and Contractor mutually agreed to pay as a lump sum amount. | |
| 6 | **CCO #2.8: Blow-off Valves at STA 19+43** | **$4,114.55** |
| | Increase in bid amount due to notice of temporary blow-off valve requirement by Palmdale Water District after bid award. Amount includes additional labor and material to install two (2) temporary blow-off valves and flush existing lines. City and Contractor mutually agreed to pay as a lump sum amount. | |
| 7 | **CCO #2.9: Bid Item No. 12 – Additional Testing** | **$997.66** |
| | Increase in bid amount due to notice of additional testing required by Palmdale Water District after bid award. Amount includes additional labor to test the fire hydrant lateral separately from the main line. City and Contractor mutually agreed to pay as a lump sum amount. | |
| 8 | **CCO #2.7: Bid Item No. 13 – Decrease unit bid quantity** | **($652.00)** |
| | Decrease in bid quantity by 4 feet due to field verification after bid award and construction. City and Contractor mutually agreed to credit at original bid item unit cost of $163 per linear foot. | |
| 9 | **CCO #2.9: Bid Item No. 16 – Decrease unit bid quantity** | **($746.00)** |
| | Decrease in bid quantity by 2 feet due to field verification after bid award and construction. City and Contractor mutually agreed to credit at original bid item unit cost of $373 per linear foot. | |

EXHIBIT "A"

**CHANGE ORDER SUMMARY**
**Supplemental Agreement No. 2 to Agreement No. A-7462**
**for City Project No. 741-A, Main Water Improvements Ave. S-8 & 40th St. East**

| ITEM NO. | DESCRIPTION OF CHANGE AND JUSTIFICATION | AMOUNT |
|---|---|---|
| 10 | **CCO #2.10: Increase Contract Time** | **16 Days** |
| | Increase in Contract Time by 16 Working Days due to change order and weather delays. City and Contractor mutually agreed to extend the Contract Time as follows:<br>• Change Order Delay ..... ..... 15 Working Days<br>• Weather Related Delay ..... 1 Working Day<br>This item increases the total Contract time from 228 to 250 calendar days. | |
| **TEN (10) ITEMS** | **TOTAL AMOUNT OF CHANGES:** | **$63,979.75** |

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

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

**DISTRICT:** **3**

**SUBJECT:** **NOTICE OF COMPLETION – ACCEPT COMPLETED PROJECT WITH CEDRO CONSTRUCTION, INC., FOR PN 741-A, WATER IMPROVEMENTS AT AVENUE S-8 AND 40TH STREET EAST**

## ISSUE

Notice of Completion - Accept completed project with Cedro Construction, Inc., for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East.

## RECOMMENDATION

Staff recommends that the City Council:

1. Accept completed project with Cedro Construction, Inc. for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East., and
2. Authorize the Interim City Manager or her designee to execute and file a Notice of Completion.

## BACKGROUND

Project No. 741-A, Water Improvements at Avenue S-8 and 40$^{th}$ Street East, upgraded the existing main water system as a prerequisite for Project No. 741, Avenue S-8 and 40th Street East Roundabout. Palmdale Water District (PWD) required all water mains underneath new concrete structures to be replaced and renewed. Project No. 741-A provided the replacement of the existing 12-inch and 16-inch diameter water mains within the project limits, as well as various other miscellaneous and related work.

## DISCUSSION

All construction work for this project has been completed. To release funds being held as retention (five percent of each progress payment), it is necessary for the City Council to accept the project and for a Notice of Completion to be filed.

## FISCAL IMPACT

This project was funded through Measure R (208) and HSIP Grant (240) Funds, which have been allocated in Account No. S0066. The original construction contract amount for this project was $444,477.00 and the final construction cost was $508,456.75, which represents a 14.39% increase. This increase is due to additional work strictly required by PWD during construction. Thirty-five (35) days after the Notice of Completion is filed, retention will be released.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E. Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY:

**CITY OF PALMDALE**

WHEN RECORDED MAIL TO:

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

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Space Above This Line for Recorder's Use

## NOTICE OF COMPLETION

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

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: Fee (Main Water Improvements at avenue S-8 and 40th Street East)
5. A work of improvement on the property hereinafter described was completed on April 28, 2022
6. The work done was: "Main Water Improvements at avenue S-8 and 40th Street East, PN 741A".
7. The name of the Contractor for such work of improvement: Cedro Construction, Inc.
8. The property on which said work of improvement was completed is in the City of Palmdale, State of California, and is described as Public Facility improvement.
9. The address of said property is: Avenue S-8 and 40th Street East, Palmdale, CA 93550

Dated: July 13, 2022

City of Palmdale

_____
Chuck Heffernan, PE. Director of Public Works

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## VERIFICATION

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

Executed on July 13, 2022, in the City of Palmdale, California.

_____
Chuck Heffernan, PE. Director of Public Works

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

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

**DISTRICT:** **1,2,3**

**SUBJECT:** **NOTICE OF COMPLETION – ACCEPT COMPLETED PROJECT WITH KNORR SYSTEMS INC. FOR PN 841, POOL BOILER REPLACEMENT AT VARIOUS CITY POOLS**

## ISSUE

Notice of Completion - Accept completed project with Knorr Systems, Inc. for PN 841, Pool Boiler Replacement at Various City Pools.

## RECOMMENDATION

Staff recommends that the City Council:

1. Accept completed project with Knorr Systems, Inc. for PN 841, Pool Boiler Replacement at Various City Pools, and
2. Authorize the Interim City Manager or her designee to execute and file a Notice of Completion.

## BACKGROUND

Project No. 841 replaced the existing pool boilers located Dry Town Water Park, Oasis Pool, Marie Kerr and McAdam Park Pools. The pool boilers were near the end of their lifespan and replacing them allowed the city to continue to provide heated aquatic services to City residents, as well as improve each facility's overall energy efficiency.

## DISCUSSION

All construction work for this project has been completed. To release retention for Project No. 841 (five percent of each progress payment), it is necessary for the City Council to accept the project and for a Notice of Completion to be filed. Thirty-five days after filing the Notice of Completion, the retention may be released.

## FISCAL IMPACT

The pool boiler replacement project was funded in Account G0095 & P0027. The original construction budget for this project was $574,597 and this project was completed within budget and schedule. Thirty-five days after the Notice of Completion is filed, the retention for the project will be released.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery.
C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

| | |
|---|---|
| Prepared by: | Chuck Heffernan, Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY:

**CITY OF PALMDALE**

WHEN RECORDED MAIL TO:

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

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Space Above This Line for Recorder's Use

## NOTICE OF COMPLETION

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

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: Fee (Pool Boiler Replacement at Various Pools)
5. A work of improvement on the property hereinafter described was completed on July 1, 2022
6. The work done was: "Pool Boiler Replacement, PN 841".
7. The name of the Contractor for such work of improvement: Knorr Systems, Inc
8. The property on which said work of improvement was completed is in the City of Palmdale, State of California, and is described as Public Facility improvement.
9. The address of said property is: Dry Town Water Park, Marie Kerr Park and McAdam Park

Dated: July 13, 2022

City of Palmdale

_____
Chuck Heffernan, PE. Director of Public Works

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## VERIFICATION

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

Executed on July 13, 2022, in the City of Palmdale, California.

_____
Chuck Heffernan, PE. Director of Public Works

# City Council Staff Report

**DATE:** **July 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **CITY ATTORNEY'S OFFICE**

**DISTRICT:** **ALL**

**SUBJECT:** **APPROVE INSURANCE BROKER SERVICES AGREEMENT BETWEEN VINSA, INC. AND CITY OF PALMDALE AND AUTHORIZE INTERIM CITY MANAGER TO BIND COVERAGES (A-7994)**

## ISSUE

Shall the City Council approve the Insurance Broker Services Agreement between VINSA, Inc. and City of Palmdale (A-7994), and allow staff to bind coverage pursuant to that agreement.

## RECOMMENDATION

Staff recommends that the City Council:

1. Approve Insurance Broker Services Agreement between VINSA, Inc. and City of Palmdale (A-7994); and
2. Authorize the Interim City Manager or her designee to execute an Agreement with VINSA, Inc. substantially in the same form as presented to the City Council; and
3. Authorize the Interim City Manager or her designee to bind insurance coverages in a total amount not to exceed $1,750,000 for fiscal year 2022-2023.

## BACKGROUND

VINSA has been the City's insurance broker for almost three decades. The company was incorporated in 1986 and has serviced thousands of Antelope Valley residents, corporations and public entities. VINSA has had an exceptional record while working for the City, including keeping costs contained, reviewing coverages and negotiating with both nationwide insurance companies and self-insured pools that specialize in public entities.

Staff proposes that the City Council authorize the Interim City Manager to enter into a contract to thereby allow VINSA to continue to provide insurance brokerage services. The proposed agreement term would be March 1, 2022 through September 30, 2027, with optional extensions, unless otherwise earlier terminated by either party at no cost.

If approved, VINSA would continue to provide insurance quotes to the City and its entities. VINSA has already provided quotes to staff for the following types of coverage: liability, property, difference in conditions, employment practices, public officials bonds, crime liability, volunteer liability, special events coverage and any other insurance programs agreed upon by both parties.

## DISCUSSION

Through VINSA's efforts, City is currently a member of PRISM, the world's largest public entity risk pool. The program includes over 100 public members such as cities and counties.

VINSA's compensation structure is in the mid-range that is generally recommended by either the programs and/or partners they worth with. VINSA's current broker fee is 10% of the premium (before administrative fees, etc.). This is considered to be on the conservative side of brokerage fees in the marketplace. VINSA provides year-round insurance advice to the City throughout the year at no additional charge.

When receiving the City's annual insurance proposals, staff is provided very limited time in which to review and accept or reject coverage. For this reason, staff is also requesting that the Council authorize the Interim City Manager to bind coverage for the City and its related entities. This will ensure there is no lapse in coverage. Exhibit B shows the current estimated insurance coverages and costs, but the final costs may be adjusted, depending upon market conditions and whether staff decides to increase or decrease coverage, or coverage types, based upon market conditions.

## FISCAL IMPACT

Funds for this agreement are budgeted in the following account:

A. 101-14101-711000 (Insurance premiums - liability)

Although the contract does not specify an exact amount, we anticipate the fiscal impact for Fiscal Year 2022 – 2023 will not exceed $1,750,000.00 (inclusive of VINSA's broker fees and commissions). Of that amount approximately $160,000 represents VINSA's broker fee of 10% of net insurance purchased (i.e., excluding costs) and/or commissions. The remaining amount represents payments to the insurance companies for the various coverages. Payments may vary depending on various factors such as the insurance market, actuarial history, number of participants in self-insured pool, increase in City assets, the need to purchase additional policies, among other things.

## STRATEGIC PLAN

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

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

| | |
|---|---|
| Prepared by: | Angie Barajas, Legal & Risk Assistant |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

A. Proposed agreement with VINSA.
B. Current Insurance Projections 2022-2023

# INSURANCE BROKER SERVICES AGREEMENT BETWEEN VINSA, INC. AND CITY OF PALMDALE

**PARTIES.**

The PARTIES to this BROKER SERVICES AGREEMENT are City of Palmdale ("CITY") and VINSA, Inc. ("VINSA").

## 1. AGREEMENT.

In consideration of the payments and covenants specified in this AGREEMENT, VINSA shall perform the SERVICES described herein.

## 2. DEFINITIONS.

When used throughout this AGREEMENT, capitalized terms, whether in the singular or in the plural form, shall have the meanings ascribed to them at their first occurrence. In addition, the following terms, when capitalized, whether in the singular or in the plural form, shall have the meanings set forth below:

A. **VINSA -** VINSA, Inc., a California Corporation

B. **CITY -** City of Palmdale, a municipal corporation

C. **AGREEMENT** - This Broker Services Agreement, its addendums, exhibits, and/or attachments, and any written changes that are agreed upon by the PARTIES.

D. **COMPENSATION** – Remuneration paid to VINSA, Inc. as consideration for its SERVICES performed under this AGREEMENT, which shall be in the form of either a broker fee and/or commission.

E. **PARTY** - City of Palmdale or VINSA, Inc.

F. **PROGRAM** – The categories of risk and insurance placed on behalf of CITY and SERVICE provided under the scope of this AGREEMENT and listed in **Addendum A**.

G. **SERVICE** – Any and all obligations of VINSA to be performed pursuant to this AGREEMENT.

H. **CONFIDENTIAL INFORMATION** – Information considered by its owner to be confidential, proprietary and/or trade secret including, without limitation, client

information, data, recommendations, proposals, reports and similar information, and work product.

I. **DISCLOSING PARTY** – The party disclosing CONFIDENTIAL INFORMATION under this AGREEMENT.

J. **RECIPIENT PARTY** - The party receiving CONFIDENTIAL INFORMATION under this AGREEMENT.

K. **KEY PERSONNEL** – Those individuals on the account service team, who are responsible for VINSA's role.

**3. SCOPE OF SERVICE.**

Upon CITY's request, VINSA shall perform the following SERVICES for the categories of risk and insurance identified in the attached **Addendum A:**

**A.** Develop and recommend insurance and other risk financing or loss funding PROGRAMS, techniques, and methods.

**B.** Assist client in developing underwriting information. Structure offerings to insurers and secure, when reasonably available, a PROGRAM as desired by CITY with financially acceptable insurance companies, or other pooling programs providing the balance of coverage scope, cost, and services selected by the CITY.

**C.** Negotiate and review insurance wording for PROGRAM contracts to meet the specific needs of CITY.

**D.** Review marketing plan with CITY prior to approaching insurers on any PROGRAM.

**E.** Review insurance policies, binders, certificates, and other documents related to the PROGRAM for accuracy and obtain revisions in such documents when needed.

**F.** Monitor the PROGRAM to assure its continuing balance of coverage scope, cost, service, and stability.

**G.** Prepare written reports to CITY management to include:

1. Reports as needed of pending rate, coverage, or renewal problems including significant changes in the financial status of major insurers, reinsurers, and other entities providing services for PROGRAM. At least thirty (30) days prior to PROGRAM anniversary, prepare a written report stating anticipated renewal terms and conditions, and other indications of market conditions, trends, and anticipated changes.

2. Not more than sixty (60) days after renewal, deliver a comprehensive annual summary report outlining the PROGRAM for use in the CITY annual report. Such report shall contain the following information:

   **(a)** Recapitulation of PROGRAM'S cost for current and preceding years.

   **(b)** Summary of coverages and other PROGRAM terms and conditions.

**H.** Provide additional broker services as agreed upon by the PARTIES.

**I.** VINSA's goal is to procure insurance for CITY with underwriters possessing the financial strength to perform. To that end, VINSA regularly reviews publicly available information concerning an underwriter's financial condition. VINSA does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and CITY recognizes and agrees that VINSA maintains no responsibility for any loss or damage occasioned by reason of the CITY to review the publicly available information collected by VINSA to enable CITY to make the ultimate decision of accepting or rejecting a particular underwriter.

**J.** Deliver binders or other evidence of insurance after the placement of any insurance under the PROGRAM to be effective until such time as the policy or policies for the placement are received by CITY from the insurance carriers. Such binders shall be signed by an authorized agent or employee of the insurance carrier.

K. VINSA shall use best efforts to secure a correct policy or policies of any insurance under the PROGRAM.

**L.** VINSA shall not be responsible for the failure of CITY to make premium payments.

## 4. COMPENSATION.

**Commissions/Broker Fees.** Commissions and broker fees shall be collected as agreed by both Parties in writing. City shall not be required to pay additional fees to VINSA without prior agreement by both parties.

## 5. PERSONNEL.

VINSA agrees key personnel will be responsible for performance of the SERVICES described herein. Should such personnel become unavailable to perform SERVICES for CITY, VINSA agrees to replace, as soon as practicable, such personnel with individual(s) of comparable skills and experience as determined by VINSA evaluation and subject to CITY's right of reasonable refusal.

## 6. INSURANCE REQUIREMENTS.

A. **Coverage and Limits.** During the term of this AGREEMENT, VINSA shall maintain the following insurance coverage and limits or the equivalent self-insurance coverage:

1. Professional liability insurance with minimum limits of $1 million per claim providing coverage for any errors and omissions that VINSA or its agents may make resulting in financial loss to CITY.

2. Commercial general and automobile liability insurance with limits of at least $1 million per occurrence and $2 million in the aggregate for bodily injury and property damage.

3. Workers' compensation coverage in compliance with applicable law, and Employers' Liability insurance in the amount of at least $1 million per accident or aggregate.

4. Excess liability of at least $4 million per occurrence (and in the aggregate) coverage over commercial general liability, professional liability, and automobile liability coverage.

B. **Carrier Rating.** All insurance carriers providing the coverages required by this section shall have a financial rating of at least an "A-" published AM Best, or an

equivalent financial rating firm. Published reports will be used to confirm the insurance carriers' rating, unless VINSA has obtained the CITY's written acknowledgment that an insurance carrier with a lower financial rating is permitted.

C. **Certificates of insurance/Endorsements.** VINSA shall provide to CITY certificates of insurance and copies of applicable endorsements evidencing the above coverages and limits and will maintain these coverages during the term of this AGREEMENT. Policies providing for bodily injury and property damage coverage shall contain an endorsement extending coverage to the City as an additional insured, as respects to liability arising out of the performance of the SERVICES. 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 being required. The certificate 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 insureds."

D. **Ongoing obligations.** The failure of VINSA to produce and maintain the required insurance does not negate its obligations under this AGREEMENT to do so.

## 7. OBLIGATIONS OF CLIENT.

CITY will cooperate with VINSA in the performance of VINSA's duties by providing complete and accurate information as to CITY's loss experience, risk exposures, and any other pertinent information that VINSA requests. CITY shall promptly review coverage documents concerning the PROGRAMS delivered by VINSA for consistency with CITY's specifications. In addition, CITY shall have the responsibility to keep record of and immediately report significant changes in exposures, loss-related data, and/or any other material changes to VINSA. This reporting must be memorialized in writing and delivered to VINSA in accordance with the notice provisions below.

## 8. CONFIDENTIALITY.

A. **Confidential Information.** The services and work product exchanged by the PARTIES under this AGREEMENT are to be used exclusively to carry out the terms, conditions, and purposes set forth herein. The PARTIES acknowledge that

during the term of this AGREEMENT, they may each exchange CONFIDENTIAL INFORMATION. Except as otherwise provided herein or as required by applicable law, the PARTIES understand and agree that they will not distribute, use, or rely upon CONFIDENTIAL INFORMATION received from the other without the permission of the DISCLOSING PARTY.

1. **Ownership.** Except as otherwise provided in this AGREEMENT, CONFIDENTIAL INFORMATION is and remains the absolute and exclusive property of the DISCLOSING PARTY and/or its affiliates, and is its unique and variable asset. Unless otherwise authorized by this AGREEMENT, no copies of CONFIDENTIAL INFORMATION shall be made without the written permission of the DISCLOSING PARTY. The PARTIES agree that, except as otherwise provided herein, they will not directly or indirectly communicate, divulge, or otherwise disclose any of the other's CONFIDENTIAL INFORMATION to any unauthorized person, firm, or corporation, and shall prevent, to the best of their ability, the unauthorized disclosure of such CONFIDENTIAL INFORMATION to others.

2. **Exclusions.** The following types of information shall not be considered confidential:

   (a) Information in the public domain or that becomes a part of the public domain, other than as a result of a breach of the confidentiality provisions of this AGREEMENT.

   (b) Information that is independently developed by either PARTY as demonstrated by the PARTY'S records.

   (c) Information that disclosed by a third party whom the RECIPIENT PARTY has no reason to believe has any confidentiality or fiduciary obligation to the owner of such information.

   (d) Information that is required to be disclosed by law or judicial process, provided the disclosing party gives the non-disclosing party prior notice of subpoena or request for information so that the non-disclosing party can seek a protective order, or other appropriate injunctive relief.

B. **Reasonable Efforts.** The PARTIES agree to employ reasonable and customary business practices to protect and secure CONFIDENTIAL INFORMATION from unauthorized release or distribution and to limit access and usage of such information to those employees, officers, agents, and representatives who "need to know" in order to provide the products and SERVICES under this AGREEMENT. The PARTIES further agree that those employees, officers, agents, and representatives who are privy to CONFIDENTIAL INFORMATION shall be informed about the confidential nature of the information and required to maintain its confidentiality as provided under this AGREEMENT.

C. **Survival.** The PARTIES agree that the obligations contained herein shall survive the termination of this AGREEMENT, for a period of two (2) years, or longer to the extent required by law. Nothing in this section limits or otherwise diminishes the protections afforded to trade secret information or otherwise conferred by applicable law.

## 9. ETHICS AND CONFLICT OF INTEREST STATEMENT.

VINSA shall conduct its business so as to fulfill all legal and ethical requirements, and standards of the industry and the applicable state(s) in which SERVICES are rendered, and shall place the best interests of CITY ahead of any other concerns in the placement of insurance services and products. To this end, VINSA:

A. Will adhere to its ethical obligations to CITY to deliver honest, competitive, and meaningful service and advice on the placement of any insurance products, services, or coverages, and to provide access to an open, fair, and competitive insurance market place.

B. Will exercise due diligence in making a full and complete disclosure of all quotes and declinations from all markets contacted for each specific line of coverage, including the date and time of contact and the name, address, phone number and, to the extent available, email address of the individual contact for each market.

C. Will make every good faith attempt to avoid even the appearance of a conflict of interest between VINSA, CITY, and any provider of any insurance product or service, and will promptly notify CITY of any real or potential conflict of interest.

**10. TERM.**

The term of this AGREEMENT shall be effective from March 1, 2022 and ending on September 30, 2027, unless cancelled pursuant to termination provisions set forth herein. This AGREEMENT shall have an anniversary date each June 30th, for the purpose of reviewing COMPENSATION and optional extensions.

**11. TERMINATION.**

This AGREEMENT may be cancelled by either PARTY any time upon ninety (90) days' advance written notice delivered or mailed to the other PARTY in accordance with the notice provisions set forth herein. In the event of termination or expiration of this AGREEMENT, VINSA will provide CITY with reasonable assistance in arranging a smooth transition to another broker. Except for this transition assistance, VINSA's obligation to provide SERVICES to CLIENT will cease at 12:01 a.m. upon the effective date of termination or expiration.

**12. NONASSIGNABLE.**

This AGREEMENT is binding upon the PARTIES hereto and their respective successors by merger, sale, consolidation, or reorganization. This AGREEMENT is otherwise personal to the PARTIES and cannot be assigned or delegated without prior written consent of the other PARTY.

**13. MATERIAL CHANGE.**

In the event that CITY operations change substantially by merger, acquisition, expansion, or other material change, thus changing the scope and nature of exposures, losses, and/or insurance program(s), the PARTIES will negotiate in good faith to revise this AGREEMENT'S compensation arrangement as appropriate. It is agreed and understood that a material change shall include a change in existing coverage or limits, and/or lines of coverage.

**14. RELATIONSHIP OF THE PARTIES.**

At all times and for all purposes, the relationship between the PARTIES is intended to be that of independent contractors and there is no intent to create a joint venture relationship, and any person representing VINSA, shall be an independent contractor to

CITY, and the AGREEMENT shall not in any way be constructed as a contract of employment between CITY and VINSA's agents. In addition, the PARTIES agree that, expect as otherwise provided herein, CITY shall not be obligated for any expenses incurred by VINSA in rendering SERVICE, or by engaging in any other transaction or conduct arising out of this AGREEMENT.

**15. OWNERSHIP OF BOOKS AND RECORDS.**

The PARTIES shall each maintain normal business records related to all business generated under this AGREEMENT. Upon reasonable request, and subject to the confidentiality provisions set forth herein, the PARTIES may each obtain from the other copies of all policyholder documents, including but not limited to policies, binders, certificates, endorsements, underwriting submissions/applications, and loss data in the other's possession, custody, or control with respect to all business generated under this AGREEMENT.

**16. INDEMNIFICATION.**

**A.** In the event that VINSA, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, any provision of the AGREEMENT, or any written rule, regulation, policy, procedure or similar instruction under the PROGRAM, VINSA shall indemnify, defend, and hold CITY harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's fees), incurred by CITY in connection with such conduct.

**B.** In the event that CITY, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, or any provision of the AGREEMENT, CITY shall indemnify, defend, and hold VINSA harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's fees), incurred by VINSA in connection with such conduct.

**17. NOTICE.**

All notices, requests, and other communications given under this AGREEMENT, shall be in writing and deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier

service (charges prepaid); (c) five (5) business days after being sent by U.S. certified mail (charges prepaid); or (d) one (1) business day after being sent to the recipient by fax or email transmission. Except as otherwise provided herein, all notices, requests or communications under this AGREEMENT shall be addressed to the intended recipient as set forth below:

To City of Palmdale:
Angie Barajas
Risk Management
38300 Sierra Highway, Suite A
Palmdale, CA 93550

To VINSA, Inc.:
John Massari
President
P.O. Box 4550
Lancaster, CA 93539

With a copy to:

Jones Mayer
Scott E. Porter
re: Palmdale City Attorney
3777 N. Harbor Blvd.
Fullerton CA 92835

**18. WAIVER.**

No provision of this AGREEMENT shall be considered waived, unless such waiver is in writing and signed by the PARTY that benefits from the enforcement of such provision. No waiver of any provision in this AGREEMENT, however, shall be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this AGREEMENT shall not in any way affect, limit, or waive a PARTY'S right under this AGREEMENT at any time to enforce strict compliance thereafter with every term and condition of this AGREEMENT.

**19. ENTIRE AGREEMENT MODIFICATION.**

This AGREEMENT contains the entire agreement between the PARTIES and supersedes and replaces all previous agreements or contracts on the subject matter described herein. The AGREEMENT can be modified only by a written amendment signed by both PARTIES.

**20. SEVERABILITY.**

If any term, covenant, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**21. APPLICABLE LAW.**

This AGREEMENT has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of its provisions shall be determined and governed by the applicable laws of this state.

**22. DISPUTE RESOLUTION.**

Any dispute arising under the terms of this AGREEMENT, that is not resolved within a reasonable period by authorized representatives of the PARTIES, shall be brought to the attention of the President (or designated representative) of VINSA and the City Attorney (or designee) of the CITY for joint resolution. At the request of either PARTY, the CITY shall provide a forum for discussion of the disputed item(s). If resolution of the dispute through these means is pursued without success and upon the PARTIES' mutual agreement, such dispute may be submitted to final and binding arbitration, or either PARTY may elect to and pursue any rights and remedies by legal action. In any dispute arising out of or under the terms of this AGREEMENT, the prevailing PARTY shall be entitled to recover its legal fees and costs from the other PARTY to the extent allowed by applicable law. Any such arbitration or legal action shall be venued in Palmdale, California, unless the PARTIES mutually agree in writing to another location. Despite an unresolved dispute, VINSA shall continue without delay to perform its responsibilities under this AGREEMENT. VINSA shall keep accurate records of its SERVICES in order to document the extent of its SERVICES under this AGREEMENT.

**23. HEADINGS AND CONSTRUCTION.**

The PARTIES agree that the headings and sections of this AGREEMENT are used for convenience only and shall not be used to interpret the provisions herein. The PARTIES also agree that the terms of this AGREEMENT were jointly negotiated and each had an opportunity to review and discuss each provision with legal counsel, to the extent

desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting part shall not be employed in the interpretation of this AGREEMENT.

**IN WITNESS WHEREOF,** CITY and VINSA have hereby executed this AGREEMENT on this _____ day of _____, 2022.

CITY OF PALMDALE

By: _____
Ronda Perez
Interim City Manager

VINSA, INC.

By: _____
John Massari
President

ATTEST TO:

_____
Shanae S. Smith, CMC
City Clerk

APPROVED AS TO FORM:

_____
Scott E. Porter
Acting City Attorney

## ADDENDUM A

VINSA agrees to provide SERVICES to the following PROGRAMS of CLIENTS:

1. Property & Liability;
2. Excess Liability;
3. Difference in Conditions;
4. Employment Practices;
5. Public Official Bonds;
6. Cyber Liability;
7. Crime Liability;
8. Special Events;
9. Volunteer Liability;
10. Travel Accident;
11. and any other insurance programs agreed upon by both parties

It is understood and agreed that City of Palmdale may obtain additional services and/or Products or programs from VINSA. CLIENT and VINSA shall agree, in writing, the SCOPE OF SERVICE and COMPENSATION in advance of VINSA's performance and delivery.

**CITY OF PALMDALE**
INSURANCE PROJECTIONS
2022 – 2023

| | RENEWAL QUOTES |
|---|---|
| **COMPANY** | PRISM<br>7-1-22/7-1-23 |
| **PUBLIC ENTITY LIABILITY – LAYER #1** | $25,000,000 LIMITS (PER OCCURRENCE, NO ANNUAL AGGREGATE)<br>$25,000,000 AUTO LIABILITY<br>$25,000,000 PUBLIC OFFICIALS<br>$25,000,000 EMPLOYEMENT PRACTICES<br>$25,000,000 DAM FAILURE LIABILITY<br><br>*$500,000 SELF-INSURED RETENTION*<br><br>$519,046.00 PREMIUM<br>$ 51,904.60 BROKER FEE<br>**$570,950.60 TOTAL ESTIMATED PREMIUM** |
| **COMPANY** | PRISM<br>7-1-22/7-1-23 |
| **OPTIONAL EXCESS LIABILITY (OEL)** | $10,000,000 EXCESS LIMIT<br>$10,000,000 AGGREGATE LIMIT<br><br>GOES OVER PRIMARY $25,000,000 LIMIT<br><br>$ 33,831.00 PREMIUM<br>$ 3,383.10 BROKER FEE<br>**$ 37,214.10 TOTAL PREMIUM** |
| **COMPANY** | PRISM<br>7-1-22/7-1-23 |
| **CYBER LIABILITY** | Primary - $2,000,000 PER MEMBER<br>$25,000,000 ALL MEMBER AGGREGATE<br><br>Excess - $3,000,000 PER MEMBER<br>$15,000,000 AGGREGATE<br><br>LAYER 3 Excess - $2,000,000 PER MEMBER $10,000,000 AGGREGATE<br><br>LAYER 4 Excess - $3,000,000 PER MEMBER $10,000,000 AGGREGATE<br><br>LAYER 5 Excess - $2,000,000 PER MEMBER $10,000,000 AGGREGATE<br><br>LAYER 6 Excess - $5,000,000 AGGREGATE<br><br>$ 20,000.00 PREMIUM<br>$ 2,000.00 BROKER FEE<br>**$ 22,000.00 TOTAL ESTIMATED PREMIUM** |
| **COMPANY** | PRISM<br>3-31-22/3-31-23 |
| **PROPERTY INSURANCE** | TIV: $184,293,888 (values as of March 2022)<br><br>REPLACEMENT COST<br>$5,000 DEDUCTIBLE<br><br>INCLUDING FLOOD A & V<br>$25,000/$100,000 DEDUCTIBLE<br><br>MOBILE EQUIPMENT/FLOATER $1,557,500<br>DEDUCTIBLE $10,000<br><br>VEHICLES/TRAILERS - $10,020,000<br>$10,000 DEDUCTIBLE/$100,000 FOR VEHICLES WITH REPLACEMENT COST OVER $250,000<br><br>FINE ARTS VALUE - $1,359,000<br><br>$425,000.00 PREMIUM<br>$ 42,500.00 BROKER FEE<br>**$467,500.00 TOTAL** |

**CITY OF PALMDALE**
INSURANCE PROJECTIONS
2022 – 2023

| | |
|---|---|
| **COMPANY** | WESTCHESTER SURPLUS/LANDMARK AMERICAN/HOMESITE INSURANCE<br>7-1-22/7-1-23 |
| **DIFFERENCE IN CONDITIONS** | DIFFERENCE IN CONDITIONS $25,000,000 LIMIT<br>FLOOD $25,000,000 LIMIT<br>TIV: $159,212,225 (INCLUDING BUSINESS INCOME AND STREET LIGHTS)<br><br>DEDUCTIBLE: 10% SUBJECT TO $50,000<br><br>**$549186.75 TOTAL PREMIUM***<br><br>***TERRORISM COVERAGE IS REJECTED BUT CAN BE PURCHASED FOR ADDITIONAL PREMIUM**<br><br>**VEHICLES, AND EQUIPMENT ARE NOT INCLUDED QUOTE ABOVE**<br><br>**STREET LIGHTS PREMIUM IS INCLUDED IN TOTAL ABOVE** |
| **COMPANY** | NATIONAL UNION INSURANCE COMPANY<br>7-1-22/7-1-23 |
| **CRIME** | $5,000,000 PRIMARY<br>$2,500 DEDUCTIBLE<br>EMPLOYEE DISHONESTY, FORGERY / ALTERATION<br>COMPUTER FRAUD, EXTORTION<br><br>$10,679.00 PREMIUM<br>$ 1,067.90 BROKER FEE<br>**$11,746.90 TOTAL** |
| **COMPANY** | ILLINOIS UNION INSURANCE COMPANY<br>7-1-22/7-1-23 |
| **POLLUTION** | $11,815.00 PREMIUM<br>$ 590.75 BROKER FEE<br>**$12,405.75 TOTAL ANNUAL PREMIUM** |
| | |
| **TOTAL PREMIUM** | **$1,671,004.10** |

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **HUMAN RESOURCES DIVISION / OFFICE OF THE CITY MANAGER**

**DISTRICT:** **ALL**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-080, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLANS.**

## ISSUE

Adopt Resolution No. CC 2022-080, amending the City's Classification and Pay Plans.

## RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-080, amending the City's Classification and Pay Plans.

## BACKGROUND

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

## DISCUSSION

Due to reorganization and staff turnover, staff were asked to submit personnel change requests during 21/22 midyear budget adjustments. Bryce Consulting was asked to conduct a classification and compensation study and the following are the proposed results. The following are changes in title only to the Classification and Pay Plan for General Employees:

| DEPARTMENT | PREVIOUS TITLE | NEW TITLE |
|---|---|---|
| Administration | Management Analyst II | City Council Chief of Staff |
| City Attorney | Legal and Risk Assistant | Risk and Legal Coordinator |
| Public Works | Environmental Resources Manager | Innovation and Environmental Manager |
| | Senior Financial Analyst | Senior Management Analyst |
| | Safety Coordinator | Safety Officer |
| Communications | Communications Manager and Public Information Officer | Communication and Public Information Officer |

| | | |
|---|---|---|
| City Clerk | Records Center Specialist | Records Management Specialist |

The following are new positions being added to the Classification and Pay Plan for General Employees:

| **DEPARTMENT** | **POSITION** |
|---|---|
| Public Works | Assessment District Specialist |
| | Engineering Manager |

The following are proposed reclassifications of staff:

| **DEPARTMENT** | **PREVIOUS TITLE/RANGE** | **NEW TITLE/RANGE** |
|---|---|---|
| Economic Development | Management Analyst II<br>Range 35 | Senior Management Analyst<br>Range 37 |
| City Clerk | Records Management Clerk<br>Range 20 | Sr. Records Management Clerk<br>Range 22 |
| Public Works | Engineering Tech. II<br>Range 32 | Senior Engineering Technician<br>Range 34 |
| | Engineering Tech. I<br>Range 30 | Maintenance Asset Manager<br>Range 35 |
| Neighborhood Services | Neighborhood Services Specialist<br>Range 31 | Housing Coordinator<br>Range 35 |

Finally, there is a part time position of Theater Operations Coordinator that is being made a full-time position.

Additionally, the California Public Employees' Retirement System (CalPERS) requires the City Council to approve Classification and Pay Plans. To comply with CalPERS guidelines, staff is submitting the Classification and Pay Plan's for General Positions, Bargaining Unit, and Parks and Recreation Unbenefited positions for approval.

## FISCAL IMPACT

Funds have been budgeted in the various department as a part of the FY 2022-23 Adopted Budget.

**STRATEGIC PLAN**

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

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

| | |
|---|---|
| Prepared by: | Patricia M. Nevarez, H.R. Manager |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott Porter, Interim City Attorney |

**ATTACHMENTS**

1. Resolution No. CC 2022-080

**CITY COUNCIL**
**CITY OF PALMDALE, CALIFORNIA**
**RESOLUTION NO. CC 2022-080**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLANS**

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

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

**SECTION 2.** The City's Classification and Pay Plan for Bargaining Unit Positions is amended as set forth in the attached Exhibit #2.

**SECTION 3.** The City's Classification and Pay Plan for Parks and Recreation Unbenefited Positions is amended as set forth in the attached Exhibit #3.

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

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**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott Porter
Interim City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

Effective July 4, 2022 Exhibit 1

**CLASSIFICATION AND PAY PLAN – GENERAL POSITIONS**
**FY 2022 – 2023**

| TITLE | RANGE Hourly | RANGE # |
|---|---|---|
| Intern | $16.50- $18.61 per hour | 14 |
| Program Aide | $16.50- $18.61 per hour | 14 |
| Public Security Officer | $16.50- $18.61 per hour | 14 |
| Administrative Intern | $18.07 – $23.07 per hour | 18 |
| Records Management Clerk I | $18.07 – $23.07 per hour | 18 |
| Senior Public Security Officer | $18.07 – $23.07 per hour | 18 |
| Office Assistant I | $19.92 – $25.43 per hour | 20 |
| Records Management Clerk II | $19.92 – $25.43 per hour | 20 |
| SAVES Assistant | $21.97 – $28.04 per hour | 22 |
| Senior Records Management Clerk | $21.97 – $28.04 per hour | 22 |
| Neighborhood Compliance Officer | $24.22 – $30.92 per hour | 24 |
| Theater Operations Technician | $24.22 – $30.92 per hour | 24 |
| Senior Neighborhood Compliance Officer | $26.71 – $34.09 per hour | 26 |
| Theater Operations Coordinator | $26.71 – $34.09 per hour | 26 |
| Administrative Assistant | $28.04 – $35.79 per hour | 27 |

| TITLE | RANGE Monthly | RANGE # |
|---|---|---|
| Office Assistant I | $3,453 - $4,408 | 20 |
| Account Clerk I | $3,808 - $4,860 | 22 |
| Office Assistant II | $3,808 - $4,860 | 22 |
| SAVES Assistant | $3,808 - $4,860 | 22 |
| Account Clerk II | $4,198 - $5,359 | 24 |
| Audio Technician | $4,198 - $5,359 | 24 |
| Neighborhood Compliance Officer | $4,198 - $5,359 | 24 |
| Public Safety Technician | $4,198 - $5,359 | 24 |
| Records Management Specialist | $4,198 - $5,359 | 24 |
| Community Compliance Aide I | $4,630 - $5,909 | 26 |
| Community Service Officer | $4,630 - $5,909 | 26 |
| Development Technician I | $4,630 - $5,909 | 26 |
| Information Technology Technician I | $4,630 - $5,909 | 26 |
| Senior Account Clerk | $4,630 - $5,909 | 26 |
| Theater Operations Coordinator | $4,630 - $5,909 | 26 |
| Administrative Assistant | $4,860 - $6,204 | 27 |
| Management Aide | $4,860 - $6,204 | 27 |
| Business License Coordinator | $5,103 - $6,516 | 28 |
| Community Compliance Aide II | $5,103 - $6,516 | 28 |
| Community Development Technician II | $5,103 - $6,516 | 28 |
| Financial Technician | $5,103 - $6,516 | 28 |
| Information Technology Technician II | $5,103 - $6,516 | 28 |

Effective July 4, 2022 Exhibit 1

| TITLE | RANGE Monthly | RANGE # |
|---|---|---|
| Payroll Specialist | $5,103 - $6,516 | 28 |
| Public Safety Specialist | $5,103 - $6,516 | 28 |
| Housing Technician | $5,359 - $6,840 | 29 |
| SAVES Coordinator | $5,359 - $6,840 | 29 |
| Senior Administrative Assistant | $5,359 - $6,840 | 29 |
| Senior Community Development Technician | $5,359 - $6,840 | 29 |
| Supervising Public Security Officer | $5,359 - $6,840 | 29 |
| Building Inspector I | $5,628 - $7,183 | 30 |
| Economic Development Coordinator | $5,628 - $7,183 | 30 |
| Engineering Technician I | $5,628 - $7,183 | 30 |
| Plan Reviewer Aide | $5,628 - $7,183 | 30 |
| Planning Aide | $5,628 - $7,183 | 30 |
| Public Art Coordinator | $5,628 - $7,183 | 30 |
| Public Works Inspector I | $5,628 - $7,183 | 30 |
| Recreation Coordinator | $5,628 - $7,183 | 30 |
| Senior Payroll Specialist | $5,628 - $7,183 | 30 |
| Buyer | $5,909 - $7,542 | 31 |
| City Council Legislative Aide | $5,909 - $7,542 | 31 |
| Code Enforcement Officer I | $5,909 - $7,542 | 31 |
| Community Compliance Specialist | $5,909 - $7,542 | 31 |
| Deputy City Clerk | $5,909 - $7,542 | 31 |
| Digital Media Specialist | $5,909 - $7,542 | 31 |
| Environmental Compliance Inspector | $5,909 - $7,542 | 31 |
| Executive Assistant | $5,909 - $7,542 | 31 |
| Human Resources Specialist | $5,909 - $7,542 | 31 |
| Neighborhood Services Specialist | $5,909 - $7,542 | 31 |
| Traffic Signal & Streetlight Technician I | $5,909 - $7,542 | 31 |
| Assistant Planner | $6,204 - $7,918 | 32 |
| Building Inspector II | $6,204 - $7,918 | 32 |
| Engineering Technician II | $6,204 - $7,918 | 32 |
| Information Technology Specialist | $6,204 - $7,918 | 32 |
| Public Works Inspector II | $6,204 - $7,918 | 32 |
| Supervising Community Development Technician | $6,204 - $7,918 | 32 |
| Assistant Engineer I | $6,516 - $8,315 | 33 |
| Code Enforcement Officer II | $6,516 - $8,315 | 33 |
| Collection System Maintenance Planner | $6,516 - $8,315 | 33 |
| Community Compliance Coordinator | $6,516 - $8,315 | 33 |
| GIS Analyst | $6,516 - $8,315 | 33 |
| Human Resources Analyst I | $6,516 - $8,315 | 33 |
| Risk and Legal Coordinator | $6,516 - $8,315 | 33 |
| Management Analyst I | $6,516 - $8,315 | 33 |
| Recreation Supervisor | $6,516 - $8,315 | 33 |
| Senior Buyer | $6,516 - $8,315 | 33 |
| Traffic Signal & Streetlight Technician II | $6,516 - $8,315 | 33 |
| Associate Planner | $6,840 - $8,731 | 34 |
| Plan Reviewer | $6,840 - $8,731 | 34 |
| Senior Building Inspector | $6,840 - $8,731 | 34 |
| Senior Engineering Technician | $6,840 - $8,731 | 34 |
| Senior Public Works Inspector | $6,840 - $8,731 | 34 |

Effective July 4, 2022 Exhibit 1

| TITLE | RANGE Monthly | RANGE # |
|---|---|---|
| Assistant Engineer II | $7,183 - $9,168 | 35 |
| Assessment District Specialist | $7,183 - $9,168 | 35 |
| City Council Chief of Staff | $7,183 - $9,168 | 35 |
| Community Programs Coordinator | $7,183 - $9,168 | 35 |
| Financial Analyst | $7,183 - $9,168 | 35 |
| Housing Coordinator | $7,183 - $9,168 | 35 |
| Human Resources Analyst II | $7,183 - $9,168 | 35 |
| Information Technology Analyst I | $7,183 - $9,168 | 35 |
| Maintenance Asset Analyst | $7,183 - $9,168 | 35 |
| Management Analyst II | $7,183 - $9,168 | 35 |
| Marketing & Digital Specialist | $7,183 - $9,168 | 35 |
| Media Production Specialist | $7,183 - $9,168 | 35 |
| Paralegal | $7,183 - $9,168 | 35 |
| Senior Code Enforcement Officer | $7,183 - $9,168 | 35 |
| Senior Traffic Signal & Streetlight Technician | $7,183 - $9,168 | 35 |
| Water Park Supervisor | $7,183 - $9,168 | 35 |
| | | |
| Collection System Superintendent | $7,542 - $9,625 | 36 |
| Community Compliance Supervisor | $7,542 - $9,625 | 36 |
| Facilities Superintendent | $7,542 - $9,625 | 36 |
| Fleet Superintendent | $7,542 - $9,625 | 36 |
| Parks Superintendent | $7,542 - $9,625 | 36 |
| Public Safety Supervisor | $7,542 - $9,625 | 36 |
| Senior Financial Analyst | $7,542 - $9,625 | 36 |
| Senior Plan Reviewer | $7,542 - $9,625 | 36 |
| Urban Grounds and Green Spaces Superintendent | $7,542 - $9,625 | 36 |
| | | |
| Associate Engineer | $7,918 - $10,098 | 37 |
| Information Technology Analyst II | $7,918 - $10,098 | 37 |
| Public Works Project Manager | $7,918 - $10,098 | 37 |
| Senior Housing Coordinator | $7,918 - $10,098 | 37 |
| Senior Human Resources Analyst | $7,918 - $10,098 | 37 |
| Senior Management Analyst | $7,918 - $10,098 | 37 |
| Senior Planner | $7,918 - $10,098 | 37 |
| Supervising Building Inspector | $7,918 - $10,098 | 37 |
| Supervising Financial Analyst | $7,918 - $10,098 | 37 |
| Supervising Public Works Inspector | $7,918 - $10,098 | 37 |
| | | |
| Budget Officer | $8,315 - $10,611 | 38 |
| Deputy Public Information Officer | $8,315 - $10,611 | 38 |
| Diversity, Equity & Inclusion Specialist | $8,315 - $10,611 | 38 |
| GIS Coordinator | $8,315 - $10,611 | 38 |
| Purchasing/Risk Manager | $8,315 - $10,611 | 38 |
| Safety Officer | $8,315 - $10,611 | 38 |
| Street Superintendent | $8,315 - $10,611 | 38 |
| Traffic Signal & Streetlight Manager | $8,315 - $10,611 | 38 |
| | | |
| Senior Information Technology Analyst | $8,731 - $11,142 | 39 |
| Senior Public Works Project Manager | $8,731 - $11,142 | 39 |

Effective July 4, 2022 Exhibit 1

| TITLE | RANGE Monthly | RANGE # |
|---|---|---|
| Assistant Finance Manager | $9,168 - $11,700 | 40 |
| Community Compliance Manager | $9,168 - $11,700 | 40 |
| Community Programs Manager | $9,168 - $11,700 | 40 |
| Deputy City Attorney | $9,168 - $11,700 | 40 |
| Emergency Services Administrator | $9,168 - $11,700 | 40 |
| Energy Resources Manager | $9,168 - $11,700 | 40 |
| Engineering Manager | $9,168 - $11,700 | 40 |
| Innovation and Environmental Manager | $9,168 - $11,700 | 40 |
| Housing Manager | $9,168 - $11,700 | 40 |
| Principal Planner | $9,168 - $11,700 | 40 |
| Recreation Manager | $9,168 - $11,700 | 40 |
| Senior Civil Engineer | $9,168 - $11,700 | 40 |
| Assistant to the City Manager | $9,625- $12,284 | 41 |
| City Clerk | $9,625- $12,284 | 41 |
| Communication and Public Information Officer | $9,625- $12,284 | 41 |
| Building Official | $10,098 - $12,899 | 42 |
| Economic Development Manager | $10,098 - $12,899 | 42 |
| Information Technology Manager | $10,098 - $12,899 | 42 |
| Maintenance Services Manager | $10,098 - $12,899 | 42 |
| Capital Improvement Program Manager | $11,142 - $14,220 | 44 |
| Finance Manager | $11,142 - $14,220 | 44 |
| Human Resources Manager | $11,142 - $14,220 | 44 |
| Planning Manager | $11,142 - $14,220 | 44 |
| Traffic Engineer | $11,142 - $14,220 | 44 |
| Deputy Director of Economic & Community Development | $11,700 - $14,931 | 45 |
| Deputy Director of Finance | $11,700 - $14,931 | 45 |
| Deputy Director of Parks & Recreation | $11,700 - $14,931 | 45 |
| Assistant City Attorney | $12,899 - $16,461 | 47 |
| City Engineer | $12,899 - $16,461 | 47 |
| Deputy Director of Public Works | $12,899 - $16,461 | 47 |
| Deputy City Manager | $13,543 – $17,287 | 48 |
| Director of Economic & Community Development | $13,543 – $17,287 | 48 |
| Director of Finance | $13,543 – $17,287 | 48 |
| Director of Neighborhood Services | $13,543 – $17,287 | 48 |
| Director of Parks & Recreation | $13,543 – $17,287 | 48 |
| Director of Public Works | $16,461 - $21,010 | 52 |
| Assistant City Manager | $19,058 - $24,322 | 55 |

**CITY OF PALMDALE**

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

| TITLE | RANGE Hourly | RANGE # |
|---|---|---|
| Maintenance Helper | $16.70 - $19.35 per hour | 14 |

| TITLE | RANGE Monthly | RANGE # |
|---|---|---|
| Custodian I | $3,881 - $4,954 | 22 |
| Maintenance Worker I | $3,881 - $4,954 | 22 |
| Collection System Operator I | $4,278 - $5,460 | 24 |
| Custodian II | $4,278 - $5,460 | 24 |
| Maintenance Worker II | $4,278 - $5,460 | 24 |
| Collection System Operator II | $4,716 - $6,022 | 26 |
| Equipment Operator | $5,460 - $6,970 | 29 |
| Landscape Inspector | $5,460 - $6,970 | 29 |
| Lead Custodian | $5,460 - $6,970 | 29 |
| Maintenance Leadworker | $5,460 - $6,970 | 29 |
| Maintenance Specialist | $5,460 - $6,970 | 29 |
| Senior Collection System Operator | $5,460 - $6,970 | 29 |
| Heavy Equipment Operator | $6,022 - $7,686 | 31 |
| Senior Maintenance Specialist | $6,022 - $7,686 | 31 |

Exhibit 3

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

| TITLE | RANGE Hourly | RANGE # |
|---|---|---|
| Program Leader I | $17.60 - $19.40 per hour | 1 |
| Program Leader II | $18.48 - $20.37 per hour | 2 |
| Lifeguard I | $18.48 - $20.37 per hour | 2 |
| Stage Assistant I | $18.48 - $20.37 per hour | 2 |
| Lifeguard II | $19.40 - $21.40 per hour | 3 |
| Stage Assistant II | $19.40 - $21.40 per hour | 3 |
| Senior Program Leader | $21.40 - $23.58 per hour | 4 |
| Senior Lifeguard | $21.40 - $23.58 per hour | 4 |
| Stage Assistant III | $21.40 - $23.58 per hour | 4 |
| Head Lifeguard | $22.46 - $24.76 per hour | 5 |
| Senior Stage Assistant | $22.46 - $24.76 per hour | 5 |

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **HUMAN RESOURCES DIVISION / OFFICE OF THE CITY MANAGER**

**DISTRICT:** **ALL**

**SUBJECT:** **APPROVE SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF PALMDALE AND CALIFORNIA TEAMSTERS LOCAL 911 REGARDING PREMIUM PAY, COLA ADJUSTMENT, FIRST DEFERRED COMPENSATION PLAN PAYMENT**

## ISSUE

Approve Side Letter of Agreement between the City of Palmdale and California Teamsters Local 911 regarding premium pay, cost of living adjustment, and first deferred compensation plan payment.

## RECOMMENDATION

Approve Side Letter of Agreement No. A-7506 between the City of Palmdale and California Teamsters Local 911 regarding premium pay, cost of living adjustment, and first deferred compensation plan payment.

## BACKGROUND

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

## DISCUSSION

The City's bargaining team and the Union have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

1. Premium Pay (Hero Pay) – Premium pay for qualifying full-time and part-time employees. This one-time payment is proposed in the amount of $4,000 for eligible full-time employees and $500 for eligible part-time employees. Prorated rates may apply. Policy is still being developed. Payout will occur before the end of the 2022 calendar year.

2. Section 2.01 Wages - Additional 7% COLA in addition to the 2% agreed upon per the MOU effective the first pay period of July 2022. Wage increase remains the same at 1%.

3. Section 3.03 Deferred Compensation - The first City paid matching contribution to the 457 Deferred Comp plan will occur in the second pay period in July 2022.

## FISCAL IMPACT

The premium pay is to be funded by American Rescue Plan Act funds in the amount of $1.5 million and General Funds in the amount of $250,000. Funds are budgeted and available in various departments as adopted in the FY 2022-23 budget.

## STRATEGIC PLAN

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

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

| | |
|---|---|
| Prepared by: | Patricia M. Nevarez, H.R. Manager |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott Porter, Interim City Attorney |

## ATTACHMENTS

1. Side letter of Agreement No. A-7506

# Side Letter of Agreement
# Between the City of Palmdale
# and the California Teamsters Local 911
# July 1, 2022

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") and the Memorandum of Understanding between the City of Palmdale ("City") and California Teamsters Local 911 ("Union") effective July 1, 2021 through June 30, 2025 ("MOU"), this Side Letter of Agreement is entered into on July 1, 2022, between the City and the Union ("Side Letter Agreement") as an amendment to the MOU. The City and the Union are collectively referred to herein as the "parties." It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The Parties agreed to meet and confer in good faith over the matters addressed in this Side Letter of Agreement, and, having now done so, agree to the following:

1. Premium pay for qualifying full-time and part-time employees. This one-time payment is in the amount of $4,000 for eligible full-time employees and $500 for eligible part-time employees. Prorated rates may apply. Policy is still being developed. Payout will occur before the end of the 2022 calendar year.

2. Section 2.01 Wages - Additional 7% COLA in addition to the 2% agreed upon per the MOU effective the first pay period of July 2022. Wage increase remains the same at 1%.

3. Section 3.03 Deferred Compensation - The first City paid matching contribution to the 457 Deferred Comp plan will occur in the second pay period in July 2022.

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*** * * SIGNATURES APPEAR ON FOLLOWING PAGE * * ***

**CITY OF PALMDALE**

Dated: _____

_____
Ronda Perez, Interim City Manager

_____
Patricia M. Nevarez, H. R. Manager

_____
Steven D. Hofbauer, Mayor

_____
Date

Attest:

_____
Shanae Smith
City Clerk

APPROVED AS TO FORM:

_____
Scott E. Porter, Interim City Attorney

**CALIFORNIA TEAMSTERS LOCAL 911**

Dated: _____

_____
Carlos Rubio, Chief Negotiator

_____
Chad Thomas, Steward

_____
Michael Johnson, Steward

_____
Brett Nielsen, Steward

_____
Jose Otero, Steward

_____
Evan Armstrong, Steward

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **HUMAN RESOURCES DIVISION / OFFICE OF THE CITY MANAGER**

**DISTRICT:** **ALL**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-083, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE REINSTATING THE CAP REQUIREMENT FOR EMPLOYEE VACATION ACCRUAL BANK BALANCES.**

## ISSUE

Adopt Resolution No. CC 2022-083, a Resolution of the City Council of the City of Palmdale reinstating the cap requirement for employee vacation accrual bank balances?

## RECOMMENDATION

Adopt Resolution No. CC 2022-083, reinstating the cap requirement for employee vacation accrual bank balances.

## BACKGROUND

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

## DISCUSSION

At the November 3, 2021 meeting, Council approved vacation caps being suspended due to the COVID-19 pandemic restrictions and travel being limited. The state and county are slowly lifting mandates and the City is now open to the public as well. Staff is requesting the suspension be lifted and reinstate the guidelines.

Staff recommends Council reinstate the vacation caps as stated in Section 10-2 A. Annual Vacation Leave of the Human Resources Rules and Regulations.

## FISCAL IMPACT

Funds are budgeted.

**STRATEGIC PLAN**

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

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

| | |
|---|---|
| Prepared by: | Patricia M. Nevarez, H.R. Manager |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott Porter, Acting City Attorney |

**ATTACHMENTS**

1. Resolution No. CC 2022-083

**CITY COUNCIL**
**CITY OF PALMDALE, CALIFORNIA**
**RESOLUTION NO. CC 2022-083**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY OF PALMDALE HUMAN RESOURCES RULES AND REGULATIONS**

WHEREAS, it is desirous to review and update the Human Resources Rules and Regulations to reflect changes in City policies and employee 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.** Section 10-2 "Annual Vacation Leave" of the Human Resources Rules and Regulations is amended as set forth in Exhibit 1.

**SECTION 2.** The City Clerk shall certify the passage and adoption of this resolution Amending the City's Human Resources Rules and Regulations. It is deemed to be effective July 13, 2022.

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

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

**ATTACHMENTS**

1. Exhibit No. 1

Exhibit 1
Resolution No. CC 2022-083

**Section 10-2 Annual Vacation Leave**

**A. Accrual.** 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 |

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 department head, or the department head'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.

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **CITY ATTORNEY'S OFFICE**

**DISTRICT:** **ALL**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-081, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE MAKING LEGALLY REQUIRED FINDINGS FOR EXTENDING REMOTE TELECONFERENCE PARTICIPATION FOR MEETINGS OF THE CITY COUNCIL AND/OR ITS RELATED OR SUBORDINATE LEGISLATIVE BODIES**

## ISSUE

Adopt Resolution No. CC 2022-081, a Resolution of the City Council of the City of Palmdale authorizing remote teleconference participating for meetings of the City Council and/or its subordinate legislative bodies to extend for an additional thirty days from July 13, 2022 through August 13, 2022.

## RECOMMENDATION

Staff recommends that the City Council:

1. Consider whether to approve the resolution to thereby extend, for an additional 30 days, members of the City Council, and all related and/or subordinate legislative bodies, to participate remotely in meetings.

## BACKGROUND

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

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

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

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

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

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

## DISCUSSION

The City Council adopted an initial AB 361 Resolution on June 15, 2022 which is set to expire on July 15, 2022. An extension of authority to remotely participate is allowed if (1) the State of Emergency continues, and (2) a Resolution has been adopted within the last 30 days.

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

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## STRATEGIC PLAN

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

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

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

## ATTACHMENTS

1. Proposed Resolution No. CC 2022-081

**CITY COUNCIL**
**CITY OF PALMDALE, CALIFORNIA**
**RESOLUTION NO. CC 2022-081**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE MAKING LEGALLY REQUIRED FINDINGS FOR EXTENDING REMOTE TELECONFERENCE PARTICIPATION FOR MEETINGS OF THE CITY COUNCIL AND ITS RELATED AND/OR SUBORDINATE LEGISLATIVE BODIES**

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

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

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

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

**WHEREAS,** the City Council adopted Resolution No 2022-078 within the last thirty days, authorizing exemption from the requirements of Government Code section 54953(b)(3) from June 15, 2022 through July 15, 2022.

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

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

**SECTION 2.** The City Council declares that the state of emergency declared by the Governor remains in effect and state officials continue to impose or recommend measures to promote social distancing. Therefore, for agendas which include all the noticing required by Government Code § 54953(e), the City Council and its related and/or subordinate bodies, by this Resolution, shall continue to be exempt from the requirements of Government Code section 54953(b)(3) through August 23, 2022. The

City Council may conduct its meetings in a manner which allows telephonic participation by the members of the legislative body, staff, and the public. Such meetings shall be conducted consistent all requirements applicable to telephonic meetings. The City Clerk is directed to notice all such meetings to allow telephonic participation by the members of such bodies and the public and staff, except as otherwise directed by the City Manager, or the City Manager's designee.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption and shall remain effective until August 13, 2022, unless the term of this resolution is extended or prematurely terminated.

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

**PASSED, APPROVED** and **ADOPTED** this 13th day of July 2022.

_____
Steven D. Hofbauer, Mayor

APPROVED AS TO FORM:

_____
Scott E. Porter
Acting City Attorney

ATTEST:

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Shanae S. Smith, City Clerk

**MINUTES**
**CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA**
**CITY HALL COUNCIL CHAMBER**
**38300 SIERRA HIGHWAY, SUITE B**
**PALMDALE, CALIFORNIA**
**MAY 18, 2022**

**www.cityofpalmdale.org**

5:00 P.M.

1) MAYOR TO CALL MEETINGS TO ORDER

Mayor Hofbauer called the meeting to order at 5:00 p.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
ABSENT: None.

3) PUBLIC COMMENTS

Dave Bowman expressed concerns regarding the use of Measure AV funds and the Los Angeles County Sheriff's Department contract.

4) PRESENTATION BY CITY ATTORNEY

City Attorney Beck confirmed the items would be heard as listed.

4.1) CONFERENCE WITH LABOR NEGOTIATORS
City representatives: Councilmembers Carrillo and Bishop
Unrepresented employee: Christopher Beck, City Attorney

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

4.2) This Closed Session is being held pursuant to California Government Code 54957.

APPOINTMENT OF PUBLIC EMPLOYEE

Position: Acting/Interim City Attorney

4.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Patricia Nevarez
City Claim No.: 2022-005
Date Filed: 1/27/22
Date of Loss: Various

4.4) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Michael Behen
City Claim No.: 2022-008
Date Filed: 02/09/22
Date of Loss: Various

4.5) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Shanae Smith
City Claim No.: 2022-005
Date Filed: 1/10/22
Date of Loss: Various

4.6) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One.
A point has been reached where, in the opinion of the City on the advice of the City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation against the City. The City believes that the facts and circumstances that might result in litigation against the City are not yet known to a potential plaintiff or plaintiffs.
City Attorney's Office

4.7) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Ricci v. City of Palmdale, et al. Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.8) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 of the California Government Code. Number of Cases: One.

5) ANNOUNCEMENT BY CITY ATTORNEY

All Councilmembers were present and able to participate in all items.

Item 4.1 Conference with Labor Negotiators and Item 4.2 Appointment of Interim City Attorney; the City attorney having previously submitted his resignation and entered into a separation agreement with the City, the City Council has on a 4-1 vote with Councilmember Carrillo dissenting, agreed to appoint Scott Porter Acting City Attorney when the position becomes vacant.

Item 4.3 Conference with Legal Counsel – Anticipated Litigation: Council was provided an update on this matter and provided unanimous direction to staff. There was no further reportable action.

Item 4.4 Conference with Legal Counsel – Anticipated Litigation: Council was provided an update on this matter and provided unanimous direction to staff. There was no further reportable action.

Item 4.5 Conference with Legal Counsel – Anticipated Litigation: Council was provided an update on this matter and provided unanimous direction to staff. There was no further reportable action.

Item 4.6 Conference with Legal Counsel – Anticipated Litigation: Council was provided an update on this matter. There was no further reportable action.

Item 4.7 Conference with Legal Counsel – Existing Litigation: Ricci v. City of Palmdale – Council was provided an update on this matter. There was no further reportable action.

Item 4.8 Conference with Legal Counsel – Anticipated Litigation/Initiation: Council was provided an update on this matter. There was no further reportable action.

6) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the meeting at 6:59 p.m.

7:00 P.M.

Mayor Hofbauer called the meeting to order at 7:04 p.m.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

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

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.

ABSENT: None.

9) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

10) PUBLIC COMMENTS

Michelle Benitez expressed concerns over a citation received for the lack of proper landscaping and the enforcement of water restrictions by water companies. Mayor Hofbauer directed her to Community Compliance Supervisor Gallagher.

11) CONSENT CALENDAR

11.1) Approve Agreement with Garden State Fireworks, Inc. to provide pyrotechnic services at the Palmdale Amphitheater, in an amount not to exceed $125,630 for a three (3) year term with two (2) one-year options. (Staff reference: Director of Parks and Recreation Smith)

Mayor Pro Tem Loa pulled this item for discussion and questioned the fifty percent penalty in the contract for cancelling the event. Deputy Director of Parks and Recreation Dombrowski stated it is standard contract language to protect the vendor.

Motion: Approve Agreement with Garden State Fireworks, Inc. to provide pyrotechnic services at the Palmdale Amphitheater.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

11.2) Approve appropriation of $66,500 from Measure AV unappropriated fund balance for portable handheld radios to be used by Community Compliance Division, comprised of Code Enforcement, Neighborhood Compliance, and Community Service Officers. (Staff Reference: Director of Neighborhood Services Miller - Presented by Community Compliance Coordinator Villa)

Councilmember Bettencourt pulled this item and recused herself. Mayor Hofbauer asked if the handheld radios were for city staff to communicate with the Sheriff's Department and Community Compliance Manager Gallagher confirmed the radios are compatible and will be used by Community Compliance Officers with the Sheriff's Department.

Motion: Approve appropriation of $66,500 from Measure AV unappropriated fund balance for portable handheld radios to be used by Community Compliance Division, comprised of Code Enforcement, Neighborhood Compliance, and Community Service Officers.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop.

12) JOINT BUDGET WORKSHOP PRESENTATION CC/SA/HA/IDA/PAA/PCA/PFA

12.1) Presentation of City of Palmdale Proposed Budget for Fiscal Year 2022-23. (Staff Reference: Director of Finance Samson)

Director of Finance Samson, Interim City Manager Perez, and Director of Neighborhood Services Miller provided a detailed overview of the budget. Mayor Pro Tem Loa directed staff to provide budget books early for Council's review.

Some of the topics discussed were:

- City fund reserves of 30%
- Potential decrease in property values and increase of interest rates for real estate

- Cost of living adjustments for city staff and personnel enhancements
- Capital improvement and transportation projects funded through special revenue funds
- American Rescue Plan Act (ARPA) funds and qualifying uses
- Allocation of Measure AV funds

13) ADJOURN HOUSING AUTHORITY

Mayor Hofbauer adjourned the Housing Authority at 9:08 p.m.

Mayor called for a recess from 9:08 p.m. - 9:18 p.m.

14) WORKSHOP PRESENTATION

14.1) Presentation by NBS regarding Community Facilities District formation. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan introduced Director Sara Mares of NBS who provided a PowerPoint presentation on forming a Community Facilities District.

Mayor Hofbauer asked the difference between a CFD and a Landscape Maintenance District (LMD). Mr. Heffernan stated with the CFD you have the ability to bring in different services and apply it to different projects and the landscape lighting act districts have restrictions for use and a two-thirds vote is required of all the people who live in the district.

Councilmember Carrillo asked if the existing LMD's will remain as LMD's. Director of Public Works Heffernan stated for now, but ultimately, they would like to bring the LMD's down to an imaginable number or bring them into the current Community Facility District (CFD). Councilmember Carrillo asked if it was possible for the property owners of an existing LMD to remain on the LMD and Director of Public Works Heffernan stated it would go to a vote.

There was additional discussion regarding the allocation of LMD funds.

15) APPOINTMENTS

15.1) Approve Reappointments of General Plan Advisory Committee Members. (Staff Reference: City Clerk Smith)

Motion: Approve Reappointments of General Plan Advisory Committee Members. (Staff Reference: City Clerk Smith)
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

16) PUBLIC HEARING

16.1) Public Hearing and Review of Proposed Resolution No. CC 2022-059 for adoption. (Staff Reference: Director of Economic and Community Development Garibay - Presented by Associate Planner Sauder)

Senior Planner Magana read the title of Resolution No. CC 2022-059 and provided a PowerPoint presentation.

RESOLUTION NO. CC 2022-059, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING DENSITY BONUS AGREEMENT 22-002 (A-7912); A REQUEST FOR A DENSITY BONUS AGREEMENT FOR MINOR SITE PLAN REVIEW 22-002; A REQUEST TO CONSTRUCT A MULITPLE-FAMILY RESIDENTIAL DEVELOPMENT LOCATED EAST OF 9TH STREET EAST APPROXIMATELY 100 FEET SOUTH OF EAST AVENUE Q (APN: 3008-040-012)

Mayor Hofbauer opened the Public Hearing.

Jason Zink expressed concerns regarding the project being piecemealed and the lack of sidewalks.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-059.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (4-1)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop.
No: Laura Bettencourt.

16.2) Public Hearing to hear public comments on the Draft 2022-2023 Action Plan and proposed expenditure of Consolidated Plan funds; Review and approve the 2022-2023 Action Plan; and Authorize the City Manager or their designee to make necessary changes and submit the 2022-2023 Action Plan, execute documents related to the submission of the Action Plan and agreements for Sub-Recipients and the Fair Housing Provider. (Staff Reference: Director of Neighborhood Services Miller- Presented by Housing Manager Reyes)

Housing Manager Reyes provided a detailed overview of the staff report.

Mayor Hofbauer opened the Public Hearing.

The following individuals provided public comments:

Jason Zink voiced his support for senior assistance.

Dave Bowman encouraged Council to listen to the constituents and support the seniors.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Approve the recommendations and findings as listed in the staff report.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

16.3) Public Hearing to hear public comments on the Draft HOME-ARP Allocation Plan and the proposed expenditure of HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) funds; Review and approve the HOME-ARP Allocation Plan; and Authorize the City Manager or their designee to make necessary changes and submit the HOME-ARP Allocation Plan, execute documents related to the submission of the HOME-ARP Allocation Plan. (Staff Reference: Director of Neighborhood Services Miller - Presented by Housing Manager Reyes)

Housing Manager Reyes provided a detailed overview of the staff report.

Mayor Hofbauer opened the Public Hearing.

Jason Zink requested that Council survey the seniors to find out their needs.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Approve the recommendations and findings as listed in the staff report. Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

Mayor Pro Tem Loa stated on May 7th in the Los Angeles Times Steve Lopez columnist quoted Congresswoman Karen Bass saying that the solution to the Los Angeles homeless problem was to build a homeless village in the City of Palmdale. Mr. Loa directed Interim City Manager Perez to provide a response on behalf of the city.

17) ADJOURN

Mayor Hofbauer adjourned the meeting at 10:09 p.m. in honor of Sam Spinallo.

PASSED, APPROVED, and ADOPTED this 13th day of July 2022

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

**MINUTES**
**CITY COUNCIL/SA/HA/PCA/PFA CITY HALL**
**COUNCIL CHAMBER**
**38300 SIERRA HIGHWAY, SUITE B**
**PALMDALE, CALIFORNIA**
**JUNE 1, 2022**

**www.cityofpalmdale.org**

5:00 P.M.

1) MAYOR TO CALL MEETINGS TO ORDER

Mayor Pro Tem Loa called the meeting to order at 5:00 p.m.

2) ROLL CALL
MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Laura Bettencourt, Christina Fraga-Saenz.
ABSENT: Steven Hofbauer, Austin Bishop, Phil Denny.

Motion: Excuse the absence of Steven D. Hofbauer, Austin Bishop, Phil Denny.
Moved by Christina Fraga-Saenz, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Christina Fraga-Saenz.
Absent: Steven Hofbauer, Austin Bishop, Phil Denny.

3) PUBLIC COMMENTS

None.

Acting City Attorney Porter and City Clerk Smith provided clarification to Councilmember Bettencourt regarding Zoom public comments and remote attendance for Council.

4) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed all items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Ricci v. City of Palmdale, et al. Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.2) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATIONCV 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).

4.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Shanae Smith
City Claim No.: 2022-005
Date Filed: 1/10/22
Date of Loss: Various

4.4) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Patricia Nevarez
City Claim No.: 2022-005
Date Filed: 1/27/22
Date of Loss: Various

4.5) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Michael Behen
City Claim No.: 2022-008
Date Filed: 02/09/22
Date of Loss: Various

4.6) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Community Development Associates et al. v. City of Palmdale, et al. Los Angeles County Superior Court Case No. 18STCV06968
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.7) CONFERENCE WITH REAL PROPERTY NEGOTIATORS The reason for holding a closed session is for the purpose of obtaining authorization and direction from the City Council regarding the possible acquisition of property interests in the following property, generally located near Avenue M and 10th Street West:

Property Owner: Successor Agency to the Community Redevelopment Agency of the City of Palmdale Property: APN 3128-015-900 & 902City Negotiator: Luis Garibay This closed session is being held pursuant to the authority of California Government Code Section 54956.8. Closed session is recommended because the City Council will be instructing the negotiator regarding terms and conditions, including price, for the possible purchase of the real property identified above.

5) ANNOUNCEMENT BY CITY ATTORNEY

Acting City Attorney Porter confirmed all members were in attendance with the exception of Mayor Hofbauer.

There was no reportable action taken.

6) ADJOURN CLOSED SESSION MEETING

Mayor Pro Tem Loa adjourned the meeting at 6:59 p.m.

7:00 P.M.

Mayor Pro Tem Loa called the meeting to order at 7:00 p.m.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

8) ROLL CALL MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/DIRECTORS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz.
ABSENT: Steven Hofbauer, Phil Denny.

Mayor Pro Tem Loa introduced Acting City Attorney Porter.

9) PRESENTATIONS

9.1) Mayor Pro Tem Loa presented a cute critter available for adoption at the Palmdale Animal Care Center.

9.2) Mayor Pro Tem Loa presented Certificates of Recognition to the 2022 Rancho Vista Queens.

Miss Rancho Vista 2022 Lyn ‘ Aya Gipson
Teen Miss Rancho Vista 2022 Kaylee Crumlish
Jr Miss Rancho Vista 2022 Nichole Wilson
Young Miss Rancho vista 2022 Elexia Jimenez
Little Miss Rancho Vista 2022 Aurora Aguilar
Tiny Miss Rancho Vista 2022 Penelope Avila

9.3) Mayor Pro Tem Loa presented a Proclamation to Chair Jung of the City of Palmdale Human Rights Advisory Committee declaring June as LGBTQ Pride Month in the City of Palmdale.

9.4) Mayor Pro Tem Loa presented a Proclamation to Captain Shaffer declaring June 14th as Flag Day in the City of Palmdale.

9.5) Mayor Pro Tem Loa presented a Proclamation to Edly Atherley, Palmdale Regional Hospital, declaring June 13th – 19th International Men’s Health Week in the City of Palmdale.

9.6) Mayor Pro Tem Loa presented a Proclamation to Fred Thompson declaring June19th as Juneteenth in the City of Palmdale.

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

11) PUBLIC COMMENTS

The following individuals provided public input:

Eugene Hernandez commented on the Uvalde, Texas mass shooting and encouraged repair of McAdam park.

Marisela Gomez provided comments regarding support of all citizens.

Chieyka Twinn and Roschell Cole encouraged city support of funding for the DHF program.

Claudia Taborda, Marcos Alvarez, Ruth Sanchez, Dean Brown, Xavier Flores, Erika Schwerdt, Felix Menendez, Victor Segura, Eduardo, Jorge Perez, Oscar Iraheta, Vladimir Gomez, Melanie Palahnoh, Brenda Avadian, Arthur Calloway, and Alenna Schofield, Basilio Hernandez, and John Parsmyan commented on the distribution of Measure AV funds.

12) HOUSING AUTHORITY CONSENT CALENDAR

12.1) Adopt Resolution No. HA 2022-003, a resolution of the Housing Authority of the City of Palmdale, approving the 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. (Staff Reference: Director Neighborhood Services Miller - Presented by Housing Manager Reyes)

12.2) Receive and File the Annual Financial Report for the year ended June 30th, 2021 for The Housing Authority of the City of Palmdale. (Staff Reference: Director of Finance Samson)

12.3) Approve the minutes from previous meetings. (Staff Reference: Authority Secretary Smith)

HA - March 16, 2022
HA - April 6, 2022

Motion: Approve all items listed on the Consent Calendar.
Moved by Christina Fraga-Saenz, seconded by Juan Carrillo.

Vote: Motion carried (5-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz.

Absent: Steven Hofbauer, Phil Denny

Mayor Pro Tem/Vice Chair Loa adjourned the Housing Authority at this time.

13) CONSENT CALENDAR

13.1) Receive and File the Monthly Investment activity reports for April 2022. (Staff Reference: Director of Finance Samson)

13.2) Approve agreement with Turner Consulting and Actuarial, LLC., to provide actuarial services in an amount not to exceed $ 111,000.00 for a three (3) year term with the option to extend for two (2) additional years. (Staff Reference: Director of Finance Samson)

13.3) Receive and File the Annual Financial Reports for the year ended June 30th, 2021 for the Palmdale Civic Authority, the Palmdale Financing Authority, and the Palmdale Community Foundation. (Staff Reference: Director of Finance Samson)

13.4) Approve the City of Palmdale's 2022 Five-Year Capital Improvement Plan. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.5) Adopt Resolution No. CC 2022-039, a Resolution of the City Council of the City of Palmdale of intention to continue assessments for Fiscal Year 2022/2023, preliminarily approving the annual Engineer's Report and providing for Notice of Hearing for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.6) Adopt Resolution No. CC 2022-040, a Resolution of the City Council of the City of Palmdale of intention to continue assessments for Fiscal Year 2022/2023, preliminarily approving the annual Engineer's Reports and providing for Notice of 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. (Staff Reference: Director of Public Works Heffernan)

13.7) Adopt Resolution No. CC 2022-060, a Resolution of the City Council of the City of Palmdale declaring it's intention to establish a community facilities district and to authorize the levy of special tax therein for citywide maintenance and services. (Staff Reference: Director of Public Works Heffernan)

13.8) Notice of Completion - Accept Public Improvements for Palmdale Senior Living located at West Rancho Vista Boulevard & Town Center Drive. (Staff Reference: Director of Public Works Heffernan)

Mayor Pro Tem Loa pulled this item for discussion. Director of Public Works Heffernan provided a brief overview of the Palmdale Senior Living project.

Motion: Accept Public Improvements for Palmdale Senior Living located at West Rancho Vista Boulevard & Town Center Drive.
Moved by Richard J Loa, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

13.9) Authorize Purchase Order No. 20220479 with Generac Power Systems, Inc. for PN 804, Emergency Generator, in the amount of $109,904. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.10) Approve Amendment No. 2 for PN 826, the Palmdale Regional Recreation Complex, with Barker Rinker Seacat Architecture in the amount of $20,280. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.11) Award construction agreement with Manhole Adjusting Inc. for PN 847, 2022 Local Street & Minor Arterial Resurfacing Project, in the amount of $6,937,785.50 for a term of 60 working days from the date of the Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Mayor Pro Tem Loa pulled this item for discussion of expenses. Director of Public Works Heffernan, Deputy Director of Public Works Glidden, and the Contractor provided clarification on expenses.

Motion: Award construction agreement with Manhole Adjusting Inc. for PN 847, 2022 Local Street & Minor Arterial Resurfacing Project.
Moved by Austin Bishop, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

13.12) Adopt Resolution No. CC 2022-054, a Resolution of the City Council of the City of Palmdale to adopt a list of projects for Fiscal Year 2022-2023 to be funded by SB 1: The Road Repair and Accountability Act of 2017. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.13) Adopt Resolution No. CC 2022-068, a Resolution of the City Council of the City of Palmdale declaring its intention to conduct a public hearing to consider the vacation of a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14) and the reservation of the utility easements therein. (Staff Reference: Director of Public Works Heffernan)

Mayor Pro Tem Loa pulled this item for discussion on the electrical charging station. Councilmember Bishop recused himself and left the dais. Director of Public Works Heffernan stated this project is a street vacation to accommodate the installation.

Motion: Adopt Resolution No. CC 2022-068.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer.

Mayor Pro Tem Loa recessed the meeting at 8:50 p.m. - 9:00 p.m.

13.14) Approve 32 fireworks booth permits for non-profit organizations. (Staff Reference: Director of Economic and Community Development Garibay)

13.15) Approve Cost-Sharing Agreement between the City of Palmdale and the Antelope Valley Mall, LLC/CBRE and Harris AVM, LLC for a reimbursement amount of $120,000 for the three (3) year term of the agreement. (Staff Reference: Director of Neighborhood Services Miller - Presented by Neighborhood Services Specialist Nichols)

13.16) Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

CC - April 20, 2022
CC/SA - May 4, 2022

Motion: Approve the items listed on the Consent Calendar except for 13.8, 13.11, and 13.13.
Moved by Austin Bishop, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14) PUBLIC HEARING

14.1) Public Hearing to hear public comments and review proposal to amend the 2019-2020 Action Plan to reprogram Community Development Block Grant COVID (CDBG-CV) funds in the amount of $207,510 from the Economic Opportunity Program CV and $23,990 from the Mortgage Assistance CDBG CV to SAVES CV in the amount of $231,500. (Staff Reference: Director of Neighborhood Services Miller - Presented by Housing Manager Reyes)

Director of Neighborhood Services Miller provided a detailed overview of this item and reported $24,000 was provided for mortgage assistance. Staff to provide available fund amounts to City Council in July 2022.

Mayor Pro Tem Loa opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Approve the recommendations and findings as listed in the staff report. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

15) APPOINTMENTS

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

Motion: Approve Reappointment to the Board of Library Trustees.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

15.2) Approve Reappointments of Planning Commissioners to the Planning Commission. (Staff Reference: City Clerk Smith)

Table item to the 6/15/2022 City Council meeting.

Motion: Table this item to the 6/15/22 City Council Meeting.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

15.3) Approve Reappointments to the Mobile Home Park Rental Review Board. (Staff Reference: City Clerk Smith)

Motion: Approve Reappointments to the Mobile Home Park Rental Review Board.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

16) NEW BUSINESS

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

This item was tabled to the 6/15/2022 City Council meeting.

16.2) Discuss potential amendment to Palmdale Municipal Code Section 2.08.040 regarding regular meetings, including meeting times, public comment periods, and meeting organization.

Motion: Table this item to the June 15, 2022 meeting. Direct staff to conduct an online survey to run for sixty days, providing residents with an opportunity to offer feedback regarding day/time of City Council meetings.

Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

16.3) Adopt Resolution Nos. CC 2022-056, CC 2022-057, and CC 2022-058 Initiating the Tuesday, November 8, 2022 City of Palmdale City Council General Municipal Election. (Staff Reference: City Clerk Smith)

City Clerk Smith provided a brief overview of the staff report.

Motion: Adopt Resolution Nos. CC 2022-056, CC 2022-057, and CC 2022-058. Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

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

17.1) COMMITTEE MEMBERSHIPS.

- ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT - Councilmember Bishop announced the AVAQMD is providing money to businesses and local organizations that have older vehicles or equipment that is polluting the air.
- CALIFORNIA CONTRACT CITIES ASSOCIATION - Councilmember Carrillo attended the meeting and stated housing policies were discussed.
- LOS ANGELES COUNTY SANITATION DISTRICT - Mayor Pro Tem Loa attended the meeting.
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL COUNCIL - Councilmember Carrillo reported attending the annual conference.

Councilmember Bishop attended Fire Service Day, ribbon cutting on Juice It Up, city townhall meeting, Sheriff Boosters Casino Night, ribbon cutting for Silver Depot, International Conference of Shopping Centers (ICSC) convention, AV Edge event, Visit Palmdale Board meeting, and Healing and Honor Field event.

Mayor Pro Tem Loa attended the Healing and Honor Field event, Palmdale Sheriff Boosters meeting, Homes 4 Families event, lunch meeting with the hospital, Deputy Hammack remembrance event, Sheriff Boosters Casino Night, and International Conference Shopping Center (ICSC), AV Edge Economic Summit, Press Conference regarding fireworks, and the radio talk show

Councilmember Bettencourt encouraged people to vote.

17.2) MEETINGS ATTENDED AT PUBLIC EXPENSE

18) CITY MANAGER'S REPORT

Interim City Manager Perez reported the following:

- The Healing and Honor Field was a great effort by staff and received tremendous turn out from the community
- The opening day of Dry Town took place this weekend and there was a good attendance from the community
- There is a strong line up for the amphitheater, kicking off with the U.S. Airforce Band on June 25th
- The City's Communication Department will be working with Palmdale Water District and Los Angeles County Waterworks as the requirement for preserving water is rolled out
- The city is stepping up the graffiti abatement campaign
- Announced the retirement of John Mlynar, PIO/Communications Manager

Councilmember Bettencourt stated a conversation is needed in a future meeting addressing city ordinances related to landscaping and watering restrictions. Interim City Manager Perez stated part of the effort will be to make sure citizens are not being improperly sited.

19) CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS

Councilmember Carrillo requested clarification on the voting for items where two councilmembers must recuse themselves. Acting City Attorney Porter stated he would provide a memo to Council.

20) Adjournment.

Mayor Pro Tem Loa adjourned the meeting at 10:05 p.m. to June 15, 2022 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 13th day of July 2022.

_____

Steven D. Hofbauer, Mayor

ATTEST:

_____

Shanae S. Smith, City Clerk

**MINUTES**
**CITY COUNCIL**
**CITY HALL COUNCIL CHAMBER**
**38300 SIERRA HIGHWAY, SUITE B**
**PALMDALE, CALIFORNIA**
**JUNE 3, 2022**

**www.cityofpalmdale.org**

9:00 A.M.

1) CALL MEETING TO ORDER

Mayor Pro Tem Loa called the meeting to order at 9:01 a.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
ABSENT: Steven Hofbauer.

3) PUBLIC COMMENTS

Xavier Flores urged Council to consider a minority for the position of City Attorney.

4) PRESENTATION BY CITY ATTORNEY

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

PUBLIC EMPLOYEE APPOINTMENT

Title: Interim or Permanent City Attorney

This Closed Session is being held pursuant to the authority of California Government Code Sections 54957(b).
City Manager's Office

4.2) CONFERENCE WITH LABOR NEGOTIATORS City Representatives: Ronda Perez, Interim City Manager and Patricia Nevarez, Human Resources Manager Unrepresented Employee: Interim or Permanent City Attorney
City Manager's Office

5) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Manager Perez reported four members of the Council were present and able to participate on the items listed on the agenda with Mayor Hofbauer absent.

Item 4.1 - On a 4-0 vote of the City Council, the City Council gave direction to the Interim City Manager to negotiate agreements for Interim City Attorney services. The Council further directed staff to return at the June 15, 2022 meeting with draft agreements proposed. There was no further reportable action.

6) ADJOURN

Mayor Pro Tem Loa adjourned the meeting at 2:45 p.m.

PASSED, APPROVED, and ADOPTED this 13th day of July 2022.

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS**
**ENGINEERING DIVISION**

**DISTRICT:** **1 and 2**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-041, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1 AND NO. 2006-02**

## ISSUE

Adopt Resolution No. CC 2022-041, a resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2022/2023 for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.

## RECOMMENDATION

Staff recommends that the City Council hold a public hearing to accept public testimony and adopt Resolution No. CC 2022-041.

## BACKGROUND

The Anaverde (Drainage Benefit Assessment District No. 1, formed in 2004) and Ritter Ranch (Drainage Benefit Assessment District No. 2006-02, formed in 2007) developments required the formation of a drainage benefit assessment district as a condition of approval in order to provide the funds to maintain the drainage facilities for the developments. As a result, the formation of the Drainage Benefit Assessment Districts No. 1 and No. 2006-02 were approved by the property owners on May 12, 2004 and January 3, 2007, respectively, pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution.

The purpose of the Drainage Benefit Assessment Districts is to fund the installation, construction or maintenance of any authorized improvements under the Benefit Assessment Act of 1982 (California Government Code Section 54703 et seq.), including, but not limited to, drainage improvements and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

## DISCUSSION

On May 4, 2022, the City Council took the first step to continue assessing the levies for Fiscal Year 2022/2023 by adopting Resolution No. CC 2022-037, which directed NBS, the assessment engineer, to prepare the annual Engineer's Report for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02 for Fiscal Year 2022/2023.

On June 1, 2022, the City Council took the second step in the process by adopting Resolution No. CC 2022-039, which provided the intention to continue the assessments for Fiscal Year 2022/2023, preliminarily approved the Engineer's Report prepared by NBS, and established the date, time, and place of a public hearing to receive testimony regarding the continued assessments to be placed on Los Angeles County tax rolls.

The City Council will conduct the third and final step by holding the Public Hearing regarding the final approval of the Engineer's Report and the ordering of the levies for Fiscal Year 2022/2023. Following the Public Hearing, the City Council will consider adoption of Resolution No. CC 2022-041, which approves the Engineer's Report for Fiscal Year 2022/2023 for the Drainage Benefit Assessment Districts No. 1 and No. 2006-02, and the continuation of the levy and collection of assessments by placing them on the Los Angeles County tax rolls.

The Engineer's Report contains information required by the Benefit Assessment Act of 1982 and Article XIIIC and XIIID of the California Constitution (Proposition 218) determining the special benefit to property owners within the Drainage Benefit Assessment Districts No. 1 and No. 2006-02, identifying the methodology for assigning assessments to each parcel, and estimating the cost for improvements. The Engineer's Report establishes the important foundation and justification for the continued collection of the assessments for Fiscal Year 2022/2023.

## FISCAL IMPACT

Levy amounts are included with the Engineer's Report, included as an attachment.

The Engineer's Report indicates the proposed assessments for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02. For Fiscal Year 2022/2023. The amount of the assessments is increased by 7.40%, based on the increase of the February 2021 to February 2022 CPI of 7.40%. The proposed total assessment for the Drainage Benefit Assessment Districts No. 1 and No. 2006-02 for Fiscal Year 2022/2023 is $139,056.26.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community viability.

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

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P. E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. Resolution No. CC 2022-041
2. Fiscal Year 2022/23 Engineer's Report For: Drainage Benefit Assessment Districts

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1 AND NO. 2006-02

**WHEREAS**, on May 4, 2022, the City Council of the City of Palmdale adopted Resolution No. CC 2022-037, titled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING 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 2022/2023 FOR THE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1, AND NO. 2006-02," whereby the City Council proposed the continuation of the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02 (the "Districts") pursuant to the "Benefit Assessment Act of 1982" (the "Act"), being Chapter 6.4 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (commencing with Section 54703 thereof); and

**WHEREAS**, Resolution No. CC 2022-037 designated NBS as Engineer of Work for purposes of these proceedings (the "Engineer of Work") and ordered the Engineer of Work to prepare an Engineer's Report (the "Report") in accordance with the Act and Article XIIID of the California Constitution; and

**WHEREAS**, the Report was duly made and filed with the City Clerk, and duly considered by this City Council and found to be sufficient in every particular, whereupon it was determined that the Report should stand as the Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that July 13, 2022 at the hour of 7:00 p.m. at the City Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, California, was appointed as the time and place for a hearing by this City Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

**WHEREAS**, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation of the levy were fully heard and considered by this City Council, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this City Council thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Report to pay the costs and expenses thereof.

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

**SECTION 1.** The foregoing recitals are true and correct.

**SECTION 2.** The public interest, convenience and necessity require that the continuation of the levy be made.

**SECTION 3.** The land within the Districts will be specially benefited by the operation, maintenance, and servicing of drainage and appurtenant facilities, located in public places within the boundaries of the Districts.

**SECTION 4.** The parcels within the Districts are assessed to pay the costs of the improvements and expenses thereof, and the exterior boundaries thereof, are as shown by a diagram thereof filed in the office of the City Clerk, which diagram is made a part hereof by reference thereto.

**SECTION 5.** The City Council hereby orders the improvements to be maintained as set forth in the Report, which improvements are briefly described as follows: installation, construction, or maintenance of any authorized improvements under the Act, including, but not limited to, drainage improvements and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

**SECTION 6.** The assessments are in compliance with the provisions of the Act and Article XIIID of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIIID of the California Constitution.

**SECTION 7.** Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the Districts, and the proposed assessments upon assessable lots and parcels of land within the Districts. The Report as a whole and each part thereof, to wit:

i. the estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;

ii. the diagram showing the Districts, plans and specifications for the improvements to be maintained, and the boundaries and dimensions of the respective lots and parcels of land within the Districts; and

iii. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Districts in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance,

and of the expenses incidental thereto are finally approved and confirmed.

**SECTION 8.** Final adoption and approval of the Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Report as hereinabove determined and ordered, is intended to and shall refer and apply to the Report, or any portion thereof as amended, modified, revised, or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this City Council.

**SECTION 9.** The assessment to pay the costs and expenses of the maintenance of the improvements for Fiscal Year 2022/2023 is hereby levied.

**SECTION 10.** Based on the oral and documentary evidence, including the Report, offered and received at the hearing, this City Council expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements in the amount of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefit.

**SECTION 11.** Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the Engineer of Work shall file the assessment and a certified copy of this resolution with the Los Angeles County Auditor (the “Auditor”). Upon such filing, the Auditor shall enter on the Los Angeles County (the “County”) assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment.

**SECTION 12.** The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Districts.

**SECTION 13.** The moneys representing assessments collected by County shall be deposited in the City Treasury to the credit of the special fund known as "Improvement Fund" previously established under the distinctive designation of each of the Districts. Moneys in the Improvement Fund shall be expended only for the maintenance, operation, and servicing of the drainage and appurtenant facilities for each of the Districts.

**SECTION 14.** The adoption of this resolution constitutes the continuation of the levy of assessments for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023.

**SECTION 15.** This Resolution shall take effect immediately upon its adoption. The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

Approved as to form:

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

# CITY OF PALMDALE

*Fiscal Year 2022/23 Engineer's Report For:*

## Drainage Benefit Assessment Districts

**May 2022**

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

**Corporate Headquarters**
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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# 1. ENGINEER'S LETTER

**WHEREAS,** the City Council of the City of Palmdale (the "City"), State of California, under the Benefit Assessment Act of 1982 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Drainage Benefit Assessment District No. 1 and No. 2006-02 (the "Districts") for Fiscal Year 2022/23, in accordance with Article 4 of Chapter 6.4 of the Act and Article XIII D of the California Constitution. The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2022/23, the diagram for the Districts, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the Districts in proportion to the special benefit received.

**NOW THEREFORE,** the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the Districts in proportion to the special benefit received.

| District | Parcels | EDUs per District(1) | FY 2022/23 Assessment Amount | Proposed Assessment Rate per EDU | Maximum Assessment Rate Per EDU |
|---|---|---|---|---|---|
| DBAD No. 1 | 1,417 | 1,417.00 | $69,815.59 | $49.27 | $49.27 |
| DBAD No. 2006-02 | 44 | 6,841.99 | 69,240.67 | 10.12 | 52.16 |
| **Totals:** | **1,461** | **8,258.99** | **$139,056.26** | | |

(1) Equivalent Dwelling Unit. See "Method of Assessment" for explanation of EDU apportionment.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Palmdale at the time of each District formation.

John G. Egan

John G. Egan, P. E.
Assessment Engineer

6/8/22

REGISTERED PROFESSIONAL ENGINEER
JOHN G. EGAN
No. 14853
CIVIL
EXPIRATION DATE 3/31/23
STATE OF CALIFORNIA

# 2. INTRODUCTION

## 2.1 Background

The City provides maintenance and servicing of certain publicly owned stormwater detention and drainage basins throughout the City. In order to fund the maintenance of these projects and improvements, the City has formed two Drainage Benefit Assessment Districts covering an area of approximately 6,600 acres and approximately 1,470 parcels. The Districts have been formed and the levies have been made pursuant to Section 54703 et seq. of the California Government Code, commonly known as the Benefit Assessment Act of 1982, and Article XIII D of the California Constitution (the "Article XIII D").

Drainage Benefit Assessment District No. 1 ("DBAD No. 1") (Anaverde Master Planned Community Avenue S at Approximately 20th Street West) is located within the Anaverde Master Planned Community at Avenue S and approximately 20th Street West. Drainage Benefit Assessment District No. 2006-02 ("DBAD No. 2006-02") (Ritter Ranch Master Planned Community, Phase I through phase V, South of Elizabeth Lake Road at Approximately 40th Street West) is located within the Ritter Ranch Master Planned Community along Elizabeth Lake Road and west of the Anaverde Community.

**Drainage Benefit Districts**

| District | Tract/Parcel Map | Land Use | General Location |
|---|---|---|---|
| DBAD No. 1 | Anaverde | Residential | 20th Street West and Avenue S |
| DBAD No. 2006-02 | Ritter Ranch | Residential/ Commercial | Elizabeth Lake Road and Ranch Center Drive |

The Districts were formed in previous years; DBAD No. 1 was formed in 2004 and DBAD No. 2006-02 was formed in 2007. The developments required the formation of a drainage benefit assessment district as a condition of approval in order to provide the funds to maintain the drainage facilities for the developments. As a result, the formation of the Districts was approved by the property owners (on May 12, 2004 and January 3, 2007, respectively) pursuant to mailed ballot elections conducted in accordance with the Act and Article XIII D.

## 2.2 Process for Annual Assessment

In each subsequent year for which the assessment will be continued, the City Council may direct an Engineer's Report to be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Districts.

The City Council may also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.

- Refers to the assessment district by its distinctive designation and indicates the general location of the district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment.

## 2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[1]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

[1] *California Constitution Article XIII D Section 4.*

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

**GENERAL BENEFIT**

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011) (*Golden Hills*)[2] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) (*Beutz*)[3] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (*SVTA*)[4] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

**BENEFIT-BASED NOT COST-BASED**

In *Bonander v. Town of Tiburon* (2009) (*Tiburon)*[5], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*Proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

---

[2] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[3] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[4] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*
[5] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*

**PUBLIC PROPERTY**

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017) *(Manteca)*[6] clarified this issue by stating, *"section 4, subdivision (a) of article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

**IMPRECISION**

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied*."

[6] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

# 3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the Districts defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

> Article XIII D of the California Constitution defines "maintenance and operation expenses" as, "the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care and supervision necessary to properly operate and maintain a permanent public improvement" (hereafter referred to as the “improvements”). The Districts’ funding includes, but is not limited to, the removal, repair, replacement and appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and operation of the drainage improvements benefiting Districts’ parcels.
>
> The improvements for DBAD No. 1 consist of five drainage basins (DB) located just outside of DBAD No. 1 along the southern boundary of DBAD No. 1, DB No. 1 (0.5 acres), DB No. 2 (0.5 acres), DB No. 5 (10.0 acres), DB No. 6 (3.0 acres), and DB No. 7 (4.0 acres). There is also one drainage basin located on the northern side of the California Aqueduct, DB No. 9 (15.0 acres).
>
> The improvements for DBAD No. 2006-02 consist of 126,658 cubic feet of drainage basin/storm water improvements which are detailed in the Ritter Ranch Specific Plan on file with the City.
>
> Plans and Specifications for the improvements of the Districts are voluminous and are not bound in this Engineer’s Report but by this reference are incorporated and made a part of this Engineer’s Report. The Plans and Specifications are on file in the office of the Director of Public Works where they are available for public inspection.[7]

[7] *As detailed in the Annual Engineer’s Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

# 4. ESTIMATE OF COSTS

The Fiscal Year 2022/23 estimated costs of maintenance and servicing the improvements as described in the Plans and Specifications are summarized below. The full itemized budget for the Districts is voluminous and is not bound in this Engineer's Report but by reference is incorporated and made a part of this Engineer's Report. The itemized budget is on file in the Department of Public Works, where it is available for public inspection. The tables below show the budget summary for each District.

| Drainage Benefit Assessment District No. 1 Budget | |
|---|---|
| **Description** | **Proposed FY 2022/23 Costs** |
| Direct Maintenance Costs | $50,959.11 |
| Other Costs | 18,856.48 |
| Estimated Expenditures | $69,815.59 |
| | |
| **Fiscal Year 2022/23 Net Amount to be Assessed** | **$69,815.59** |
| Total Equivalent Dwelling Units (EDUs) | 1,417.00 |
| Total Parcels | 1,417 |
| Total Cost Per EDU | $49.27 |
| Maximum Rate per EDU | $49.27 |

| Drainage Benefit Assessment District No. 2006-02 Budget | |
|---|---|
| **Description** | **Proposed FY 2022/23 Costs** |
| Direct Maintenance Costs | $50,545.69 |
| Other Costs | 18,694.98 |
| Estimated Expenditures | $69,240.67 |
| | |
| **Fiscal Year 2022/23 Net Amount to be Assessed** | **$69,240.67** |
| Total Equivalent Dwelling Units (EDUs) | 6,841.99 |
| Total Parcels | 44 |
| Total Cost Per EDU | $10.12 |
| Maximum Rate per EDU | $52.16 |

The following cost descriptions apply to the budget[8]:

**DIRECT COSTS**

**Maintenance Costs.** Labor, Material, and Equipment - Includes all labor, material, and equipment required to properly maintain and service the drainage structures, and appurtenant facilities within the district, including the maintenance and servicing of fencing, and drainage facilities. All improvements within the district will be maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required.

**Utilities.** Gas and Electric - The furnishing of electricity and gas required for the operation of the drainage structures, and appurtenant facilities such as pumps.

**Renovation.** Repairs, which are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damage due to vandalism, storms, and frost. Planned upgrades of the improvements that provide a direct benefit to the district could also be included in renovation costs.

**OTHER COSTS**

**Personnel/Overhead.** The cost of City staff for providing the coordination for maintenance and servicing, responding to public concerns, and levying and collecting assessments. This includes reimbursement for time spent by Finance and Accounting, the City Attorney, the City Manager, and the Public Works staff.

**Consultants.** The cost of contracting with professionals to provide services specific to the levy and annual administration.

**Professional Fees.** These are the costs of contracting with professionals for annual certification of all irrigation back flow devices, and for professionals to provide any additional administrative or engineering services specific to the district such as the cost to prepare and mail notices of the public meeting and hearing, or preparation of assessment diagrams.

**County Administration Fees.** The costs charged by the County to place the assessments on the property tax rolls.

[8] *As detailed in the Annual Engineer's Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

# 5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the improvements throughout each District, as well as a description of the assessment methodology used to apportion the total assessment to properties within each District. ***Previous annual Engineer's Reports were prepared by a different engineer of record and specific language from the prior year Engineer's Report[9] has been referenced to describe the Method of Apportionment within the following section of this report.[10]***

The Districts consist of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this report and the parcels identified by the Assessor Parcel Numbers listed with the included levy roll. The parcel list includes all privately and publicly owned parcels with the boundaries. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the Districts over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

## 5.1 Special Benefit

The improvements are expected to confer certain special benefits to parcels within each District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

> *Each and every parcel within the Districts receives a particular and distinct benefit from the improvements over and above general benefits conferred by the improvements.*
>
> *First, all of the improvements were conditions of approval for the creation or development of the parcels. In order to create or develop the parcels, the City of Palmdale required the developer to install and guarantee the maintenance of storm water control structures and appurtenant facilities to serve the parcels. Therefore, each and every parcel within the Districts could not have been developed in the absence of the installation and promised maintenance of these facilities.*
>
> *In addition, the improvements continue to confer a particular and distinct special benefit upon parcels within the Districts because of the nature of the improvements. The proper maintenance of storm water control and appurtenant facilities specially benefit parcels within the Districts by alleviating excess water during periods of rain. This allows individual parcels to be used to their fullest extent. All of the above- mentioned improvements contribute to a specific enhancement of each of the parcels within the Districts.*

---

[9] *Annual Engineer's Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020 ("Prior Engineer's Report").*

[10] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

## 5.2 General Versus Special Benefit

General benefit is an overall and similar benefit to the public at large resulting from the improvements to be maintained by the assessments levied. Within the Prior Engineer's Report, the Engineer found that while the overwhelming majority of the benefit was special, there was a small amount of general benefit. Specific language describing the relationship and proportion of Special Benefit versus General Benefit from the Prior Engineer's Report has been included below:

> *In addition to the special benefits received by the parcels within the Districts, there are incidental general benefits conferred by the improvements.*
>
> *The total benefits are thus a combination of the special benefits to the parcels within the Districts and the general benefits to the public at large and to adjacent property owners. The portion of the total drainage maintenance costs, which are associated with general benefits, will not be assessed to the parcels in the Districts, but will be paid from other City Funds.*
>
> *Because the drainage facilities are located immediately adjacent to properties within the Districts and are maintained solely for the benefit of the properties within the Districts, any benefit received by properties outside of the Districts is merely incidental. It is estimated that the general benefit portion of the benefit received from the improvements for the Districts are less than one (1) percent of the total benefit. Nonetheless, the City has agreed to ensure that no property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property.*

## 5.3 Quantification General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City of Palmdale, Los Angeles County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of facilities (e.g. curbs, gutters, streets, drainage systems, etc.). The funding from other sources more than compensates for general benefits, if any, received by the properties within the Districts.

**STEP 1 – CALCULATE GENERAL BENEFIT**

The general benefits from this assessment may be quantified as illustrated in the following table.

**Calculation of General Benefit(1)**

| Benefit Factor | Relative Weight | General Benefit Contribution | Relative General Benefit |
|---|---|---|---|
| Increased safety from flood control | 10 | 25% | 2.5 |
| Creation of individual lots for development or approval of building permits | 90 | 0% | 0 |
| | 100 | | 2.5 |
| | **Total Calculated General Benefit =** | | **2.5%** |

(1) Per the Prior Engineer's Report.

As a result, the City will contribute at least 2.5% of the total budget from sources other than the assessment. The following contribution offsets any general benefits from the assessment services.

**STEP 2 – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY**

Pursuant to the Prior Engineer's Report, this general benefit contribution is the sum of the following components:

The City owns, maintains, rehabilitates and replaces curb and gutter along the border of the Districts' improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City owns and maintains a storm drainage system along the border of the Districts' improvements. This system serves to prevent flooding and associated damage to the improvements, and manage urban runoff including local pollutants loading from the improvements. The contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 1%.

The City owns and maintains local public streets along the border of the Districts' improvements. These public streets provide access to the improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute 25%.

Therefore, the total general benefit is conservatively quantified at 2.5% which is more than offset by the total non-assessment contribution towards general benefit of 28%.

## 5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. (As part of the transition between assessment engineers in 2010/2011, the existing methodology was reviewed and confirmed, and fundamentally maintained with some minor updates.) The precise language from the Prior Engineer's Report has been provided below:

> *The Districts' assessments are based on land use so that property owners are assessed in proportion to the benefits received. The land uses defined below are descriptive of the parcels expected to exist in the Districts. In the event there is a question regarding the land use designation of any parcel in the Districts the Director of Public Works will be responsible for administratively assigning one of the land uses listed below.*

- *Residential* — *Single family residential parcels*
- *Condo* — *Condominium or town home parcels*
- *Non-Res* — *Non-residential parcels*
- *Exempt* — *Parcels exempt by law from the assessment, or those parcels that do not benefit from the improvements*

*For DBAD No.1, in a single-family residential district, all the parcels in the Districts receive the same special benefit from the improvements due to their similarity in size and use and their similar proximity to the improvements. Therefore, each parcel is assessed an equal amount.*

*Storm drain improvements intercept storm runoff from the properties and convey the runoff through the area in a controlled manner providing flood protection. To properly serve development in the Districts the developers were required to provide storm water retention/detention basins within their projects.*

*Since storm runoff is a function of area the special benefit shall be apportioned to the respective developed lots or parcels in the Districts on a gross acreage basis net of arterial and collector streets. Within a residential tract, once the improvements have been allocated based on acreage as described above, it will be apportioned further based on the number of similar lots or parcels or multi-family units such that each lot or parcel or unit is assessed an equal amount. Within non-residential developments, the improvement costs shall be apportioned based on net parcel area.*

*Parcels in the Districts will be assigned a weighting factor known as an equivalent dwelling unit (EDU). This method is used to relate dissimilar land uses such as non-residential and residential. Single family residential parcels are assigned an EDU of 1.0. The total number of EDUs in a District is divided into the total balance to levy for the district. This establishes the levy per EDU (rate). The rate is then multiplied by the parcel's individual number of EDUs to establish the parcel's levy amount.*

*The following table shows the EDU factors for each parcel type in the Districts.*

| ***Property Type*** | ***Factor*** | ***Basis*** |
|---|---|---|
| *Developed/Vacant Residential* | *1.00* | *Parcel* |
| *Developed/Vacant Multi-Family* | *1.00* | *Unit* |
| *Developed/Vacant Non-Residential* | *6.00* | *Acre* |

## 5.5 Cost of Living Inflator

Annually, the assessment rates for the Districts may be increased, based upon the Consumer Price Index, All Urban Consumers, for the Los Angeles-Long Beach-Anaheim Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Assessment Engineer shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February and shall then adjust the existing assessment rates by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the

preparation of such index, the Assessment Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living. [11]

The annual calendar year percentage change in the CPI applicable to the Fiscal Year 2022/23 assessment is 7.40%, based on the increase of the February 2021 to February 2022 CPI of 7.40%.

## 5.6 Fiscal Year 2022/23 Maximum Assessment

The maximum authorized assessment rate for Fiscal Year 2022/23 is increased by 7.40% which equates to $49.27 per EDU for DBAD No. 1 and $52.16 per EDU for DBAD No. 2006-02. Each District's budget, provided in the Estimate of Costs section of this Engineer's Report, proposes assessments for Fiscal Year 2022/23 at the rate of $49.27 per EDU for DBAD No. 1, which is equal to the maximum authorized assessment rate, and $10.12 per EDU for DBAD No. 2006-02 which is less than the maximum authorized assessment rate.

## 5.7 Duration of Assessment

DBAD No. 1 was formed in 2004 and DBAD No. 2006-02 was formed in 2007. It is proposed that the assessments be continued every year thereafter, so long as the drainage improvements need to be maintained and improved, and the City requires funding from the assessments for these improvements in each District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

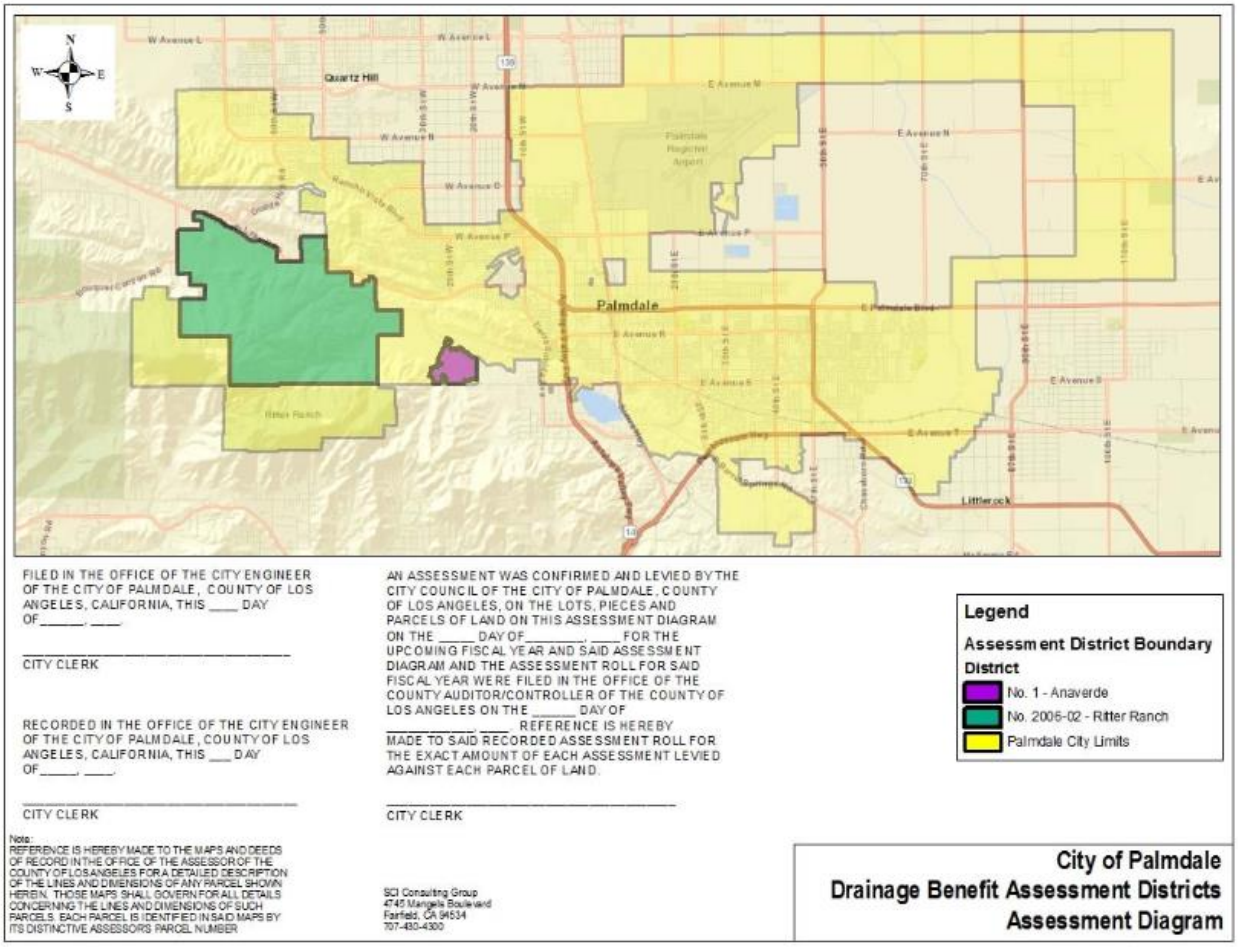
## 5.8 Appeals and Public Hearing

Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Palmdale Public Works Department. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Palmdale Public Works Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the Public Works Engineer of the City of Palmdale or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Engineer or her or his designee shall be referred to the Director of Public Works of the City of Palmdale, and the decision of the Director of Public Works of the City of Palmdale shall be final.

[11] *As detailed in the Annual Engineer's Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

# 6. ASSESSMENT DIAGRAM

The boundaries of the Districts are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Engineer's Report was prepared, and are incorporated by reference herein and made part of this Engineer's Report.



# 7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2022/23, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following table summarizes the Fiscal Year 2022/23 assessments for the Districts.

| District | Parcels | EDUs per District | FY 2022/23 Maximum Assessment Rate Per EDU | FY 2022/23 Assessment Rate Per EDU | FY 2022/23 Assessment Amount |
|---|---|---|---|---|---|
| DBAD No. 1 | 1,417 | 1,417.00 | $49.27 | $49.27 | $69,815.59 |
| DBAD No. 2006-02 | 44 | 6,841.99 | 52.16 | 10.12 | 69,240.67 |
| **Totals:** | **1,461** | **8,258.99** | | | **$139,056.26** |

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS**
**ENGINEERING DIVISON**

**DISTRICT:** **ALL**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-042, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS**

## ISSUE

Adopt Resolution No. CC 2022-042, a resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2022/2023 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

## RECOMMENDATION

Staff recommends that the City Council hold a public hearing to accept public testimony and adopt Resolution No. CC 2022-042.

## BACKGROUND

The City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations (all combined and referred to as the "Districts"), were approved by property owners pursuant to several mailed ballot elections conducted in accordance with Article XIIID of the California Constitution.

The purpose of the Landscape Maintenance Assessment Districts and Annexations is to fund the installation, maintenance, and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices and drywells located in public places within the boundaries of the Landscape Maintenance Assessment Districts and Annexations.

The purpose of the Park Maintenance and Recreation Improvement District is to fund the installation, maintenance and servicing of public parks and recreational facilities throughout the City.

The purpose of the Streetlight Maintenance Assessment Districts and Annexations is to fund the installation, maintenance, and servicing of any authorized improvements under the Act, including, but not limited to streetlight, traffic signal, and highway safety light improvements, and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

Each year, the Landscaping and Lighting Act of 1972 requires that, in order to continue the annual levy of assessments, the Districts have a detailed annual Engineer's Report approved by the City Council.

## DISCUSSION

On May 4, 2022, the City Council took the first step to continue assessing the levies for Fiscal Year 2022/2023 by adopting Resolution No. CC 2022-038, which directed NBS, the Engineer of Work, to prepare the annual Engineer's Reports for the Districts for Fiscal Year 2022/2023.

On June 1, 2022, the City Council took the second step in the process by adopting Resolution No. CC 2022-040, which provided the intention to continue the assessments for Fiscal Year 2022/2023, preliminarily approved the Engineer's Reports prepared by NBS, and established the date, time, and place of a public hearing to receive testimony regarding the continued assessments to be placed on Los Angeles County tax rolls.

The City Council will conduct the third and final step by holding the public hearing regarding the final approval of the Engineer's Reports and the ordering of the levies for Fiscal Year 2022/2023. Following the public hearing, the City Council will consider adoption of Resolution No. CC 2022-042, which approves the Engineer's Report for Fiscal Year 2022/2023 for the Districts, and the continuation of the levy and collection of assessments by placing them on the Los Angeles County tax rolls.

The annual Engineer's Report contains information required by the Landscaping and Lighting Act of 1972 and Article XIIIC and XIIID of the California Constitution (Proposition 218) determining the special benefit to property owners within the Districts, identifying the methodology for assigning assessments to each parcel, and estimating the cost for improvements. The combined annual Engineer's Report establishes the important foundation and justification for the continued collection of the assessments for Fiscal Year 2022/2023.

## FISCAL IMPACT

The annual Engineer's Reports indicates the proposed assessments for the Districts and is included as attachments.

The Fiscal Year 2022/2023 annual assessment inflator for the Landscape Maintenance Assessment Districts and Annexations, may be based on February or March CPI, depending on the approved methodology when each district/annexation was formed. For the districts/annexations that are increased based on the February CPI, the maximum assessment rates are increased by 7.40%. For the districts/annexations that are increased based on the March CPI, the maximum assessment rates are increased by 8.50%. The total proposed assessment for all districts combined is $6,898,051.11.

For the Park Maintenance and Recreation Improvement District the Fiscal Year 2022/2023 assessment inflator is 3% and the total proposed assessment for the district is $2,939,516.56.

For Streetlight Maintenance Assessment Districts and Annexations, on the Fiscal Year 2022/2023 assessment inflator is 7.40% and the total proposed assessment for all districts is $4,468,681.54.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community viability.

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

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. Resolution No. CC 2022-042
2. Fiscal Year 2022/23 Combined Engineer's Report For: Landscape Maintenance Assessment Districts and Annexations
3. Fiscal Year 2022/23 Engineer's Report For: Park Maintenance and Recreation Improvement District
4. Fiscal Year 2022/23 Engineer's Report For: Streetlight Maintenance Assessment Districts and Annexations

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS

**WHEREAS**, on May 4, 2022, the City Council of the City of Palmdale adopted Resolution No. CC 2022-038, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING 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 2022/2023 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS," whereby the City Council proposed the continuation of the City of Palmdale Landscape Maintenance Assessment Districts and Annexations (the "Landscape Assessment Districts"), Park Maintenance and Recreation Improvement District (the "Park District"), and Streetlight Maintenance Assessment Districts and Annexations (the "Streetlight Assessment Districts", or all together, the Landscape Assessment Districts, Park District, and Streetlight Assessment Districts may be referred to as the "Districts"), pursuant to the Landscaping and Lighting Act of 1972, constituting Part 2 of Division 15 of the California Streets and Highways Code (the "Act"); and

**WHEREAS**, Resolution No. CC 2022-038 designated NBS as Engineer of Work for purposes of these proceedings (the "Engineer of Work") and ordered the Engineer of Work to prepare Engineer's Reports for the Districts (the "Reports") in accordance with the Act and Article XIIID of the California Constitution; and

**WHEREAS**, the Reports were duly made and filed with the City Clerk, and duly considered by this City Council and found to be sufficient in every particular, whereupon it was determined that the reports should stand as the Reports for all subsequent proceedings under and pursuant to the aforesaid resolution, and that July 13, 2022 at the hour of 7:00 p.m. at the City Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, California, was appointed as the time and place for a hearing by this City Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

**WHEREAS**, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be

heard, and all matters and things pertaining to the continuation of the levy were fully heard and considered by this City Council, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this City Council thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Reports to pay the costs and expenses thereof.

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

**SECTION 1.** The foregoing recitals are true and correct.

**SECTION 2.** The public interest, convenience and necessity require that the continuation of the levy be made.

**SECTION 3.** The parcels within the Districts will be specially benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the diagrams thereof filed in the office of the City Clerk, which diagram is made a part hereof by reference thereto.

**SECTION 4.** The City Council hereby orders the improvements to be maintained for the Districts, as set forth in the Reports and generally described in Exhibit A to this Resolution which Exhibit is, by this reference, incorporated herein.

**SECTION 5.** The assessments are in compliance with the provisions of the Act and Article XIIID of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIIID of the California Constitution.

**SECTION 6.** Reference is hereby made to the Reports for a full and detailed description of the improvements, the boundaries of the Districts, and the proposed assessments upon assessable lots and parcels of land within the Districts. The Reports as a whole and each part thereof, to wit:

i. the estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;

ii. the diagram showing the Districts, plans and specifications for the improvements to be maintained, and the boundaries and dimensions of the respective lots and parcels of land within the Districts; and

iii. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Districts in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto are finally approved and confirmed.

**SECTION 7.** Final adoption and approval of the Reports as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Reports as hereinabove determined and ordered, is intended to and shall refer and apply to the Reports, or any portion thereof as amended, modified, revised, or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this City Council.

**SECTION 8.** The assessment to pay the costs and expenses of the maintenance of the improvements for Fiscal Year 2022/2023 is hereby levied.

**SECTION 9.** Based on the oral and documentary evidence, including the Reports, offered and received at the hearing, this City Council expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements in the amount of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefit.

**SECTION 10.** Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the Engineer of Work shall file the assessment and a certified copy of this resolution with the Los Angeles County Auditor (the “Auditor”). Upon such filing, the Auditor shall enter on the Los Angeles County (the “County”) assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment.

**SECTION 11.** The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Districts.

**SECTION 12.** The moneys representing assessments collected by County shall be deposited in the City Treasury to the credit of the special fund known as "Improvement Fund" previously established under the distinctive designation of each of the Districts. Moneys in the Improvement Fund shall be expended only for the maintenance, servicing, construction, or installation of the improvements for Districts specified in the Reports.

**SECTION 13.** The adoption of this resolution constitutes the continuation of assessments for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023.

**SECTION 14.** This Resolution shall take effect immediately upon its adoption. The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

Approved as to form:

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

EXHIBIT A
CITY OF PALMDALE
GENERAL DESCRIPTION OF THE IMPROVEMENTS

LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS: The improvements to be maintained are briefly described as follows: the installation, maintenance and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices and drywells located in public places within the boundaries of the districts. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the ornamental structures, landscaping and appurtenant facilities, including repair, removal, or replacement of all or part of any of the ornamental structures, landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electricity for the lighting and operation of the ornamental structures, landscaping, and appurtenant facilities, water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping, and appurtenant facilities.

PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT: The City maintains park facilities in locations throughout its boundaries, which contain over 48,000 parcels. The Park Maintenance and Recreation Improvement District (the “Park District”) provides funding for the installation, maintenance, and servicing of parks and recreation facilities within the City, including, but not limited to the City’s current parks and recreation facilities:

- Poncitlán Square (4 Acres), 38315 9th Street East
- Tejon Park Barrel Springs Equestrian Arena (20 Acres), East of Sierra Highway / South of Barrel Springs Road
- Pelona Vista Park (73 Acres), 37800 Tierra Subida Avenue
- Manzanita Heights Park (5 Acres), 431 Mesa Verde Street
- Arnie Quinones Park (2.5 Acres), 41003 50th Street West
- Desert Sands Park (20 Acres), 39117 3rd Street East
- Joe Davies Heritage Airpark at Palmdale Plant 42 (20 Acres), 2001 East Avenue P
- William J. McAdam Park & Pool (20 Acres), 38115 30th Street East
- Domenic Massari Park (40 Acres), 37716 55th Street East
- Sam Yellen Park (24.93 acres), Phase 1 completed (12 acres), Avenue S between 47th East and 55th Street East
- Joshua Hills Park (3.64 Acres), 3110 Fairfield Avenue
- Palmdale Playhouse (2,700 square feet), 38334 10th Street East
- Melville J. Courson Park (7.5 Acres), 38226 10th Street East

- Legacy Commons (new Palmdale Senior Center opened 2010) (14,000 square feet), 930 E. Avenue Q-9
- Palmdale Senior Center Park (1 acre) park site between 9th Street East & 10th Street East and Q-9 & Q-10
- Dry Town Waterpark (7 acres), at Palmdale Oasis Park, 3850-B E. Avenue S
- Palmdale Oasis Recreation Center (17,500 square feet), 3850-A E. Avenue S
- Palmdale Oasis Park (33 acres), southwest corner of Avenue S and 40th Street East, 3850-A E. Avenue S
- Competition Swimming Pool at Palmdale Oasis Park, 3850-C E Avenue S
- Marie Kerr Park (57 Acres), 39700 30th Street West & 2723 Rancho Vista Boulevard
- Palmdale Amphitheater at Marie Kerr Park, 2723 Rancho Vista Boulevard
- Best of the West Softball Complex, at Marie Kerr Park, 2723-F Rancho Vista Boulevard
- Competition Swimming Pool at Marie Kerr Park, 2723 Rancho Vista Boulevard
- Marie Kerr Recreation Center, 2723-A Rancho Vista Boulevard
- Lot adjacent to Amphitheatre/Marie Kerr Park (20 Acres), (not developed, currently used for overflow parking), 2723 Rancho Vista Boulevard
- Dr. Robert C.17 St. Clair Parkway (8.72 Acres), Sierra Highway
- Demonstration Garden (0.76 Acres), NEC of Palmdale Boulevard & Sierra Highway
- Foothill Park (12.33 Acres), 2525 The Groves
- Anaverde Hills Park (6.42 Acres), 2820 Greenbrier Street
- Larry Chimbole Cultural Center (19,300 square feet), 38350 Sierra Highway
- Hammack Activity Center/ Roller Hockey Rinks (29,000 square feet), 815 East Avenue Q-6 (Boys & Girls Club)
- Rancho Vista Neighborhood Park (5 Acres), Bolz Ranch / Town Center Road (not developed)
- Palmenthol History Park (16.3 Acres), Avenue S & 20th Street East (not developed)
- A.C. Warnack Nature Park (131.27 Acres), East of Godde Hill & South of the California Aqueduct (not developed)

The assessments shall also provide funding for the installation, maintenance, and servicing of new parks and recreation facilities, including, but not limited to new neighborhood and community parks, family aquatics facility, covered swimming pools, additional recreation centers, public amphitheatre, additional sports fields, improvements to park safety including enhanced lighting, replacement of antiquated playground equipment, additional park maintenance services, acquisition of lands for parks and recreation uses, and expansion of existing parks and recreation areas. The work and improvements are generally described as follows:

- Installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, park grounds and facilities, playground equipment, hard court surfaces, amphitheaters, tennis courts,

gymnasiums, senior centers, recreation centers, aquatic parks, running tracks, walking paths, sports fields, basketball courts, swimming pools, landscape corridors, open space, trails, other recreational facilities, ground cover, shrubs and trees, irrigation and sprinkler systems, landscaping, drainage systems, lighting, fencing, entry monuments, graffiti removal and repainting, and labor, materials, supplies, utilities, equipment, and any debt service on bonds or other indebtedness issued for the work and improvements as applicable, at each of the locations owned, operated or maintained by the City. Plans and specifications for these improvements are filed with the Director of Parks and Recreation of the City and are incorporated herein by reference.

- Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to the Act; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to the Act; and (g) costs associated with any elections held for the approval of a new or increased assessment pursuant to the Act.

The assessment proceeds will be exclusively used for improvements within the Park District plus incidental expenses. Reference is made to the plans and specifications, including specific expenditure and improvement plans by park/recreation site, which are on file with the City.

STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS: The improvements to be maintained are briefly described as follows: installation, maintenance, and servicing of any authorized improvements under the Act, including, but not limited to streetlight, traffic signal, highway safety light improvements, and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

# CITY OF PALMDALE

*Fiscal Year 2022/23 Combined Engineer's Report For:*

## Landscape Maintenance Assessment Districts and Annexations

**May 2022**

Prepared by:


NBS
helping communities fund tomorrow

nbsgov.com

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# 1. ENGINEER'S LETTER

**WHEREAS,** the City Council of the City of Palmdale (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Combined Annual Engineer's Report for the Landscape Maintenance Assessment Districts and Annexations (the "Assessment Districts" or "Districts") for Fiscal Year 2022/23, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2022/23, the diagram for the Assessment Districts, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the Assessment Districts in proportion to the special benefit received.

**NOW THEREFORE,** the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the Assessment Districts in proportion to the special benefit received.

| District | Parcel Count(1) | Total EDUs | Proposed FY 2022/23 Assessment Amount |
|---|---|---|---|
| Landscape Maintenance Assessment Districts and Annexations(2) | 29,309 | 34,199.35 | $6,898,051.11 |

(1) Includes parcels levied and active parcels not yet subject to the assessment.
(2) A list of the Assessment Districts and annexations containing the total proposed Fiscal Year 2022/23 assessments, the number of parcels assessed and assessment rate are detailed in Section 8 of this Engineer's Report.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Palmdale at the time of each District formation.

John G Egan

John G. Egan, P. E.
Assessment Engineer

6/8/22

REGISTERED PROFESSIONAL ENGINEER
JOHN G. EGAN
No. 14853
CIVIL
EXPIRATION DATE 3/31/23
STATE OF CALIFORNIA

# 2. INTRODUCTION

## 2.1 Background

The City provides maintenance and servicing of certain publicly owned landscaped areas and detention basins throughout the City. In order to fund the maintenance of these landscaping projects and improvements, the City has formed 251 Landscape Maintenance Assessment Districts and Annexations with approximately 29,000 parcels. The Assessment Districts have been formed and the assessment levies have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Landscape and Lighting Act of 1972, and Article XIII D of the California Constitution (the "Article XIII D").

## 2.2 Assessment District Inventory

Currently there are 251 existing Assessment Districts covering approximately 29,000 parcels. The City currently maintains landscape for only 232 Assessment Districts, encompassing about 26,800 parcels, and over 217 acres of landscaping located throughout the City. Although some Assessment Districts have been formed, the local improvements have not yet been installed and the City has not taken over the maintenance of their landscaping. Most of the Assessment Districts are comprised of residential parcels, both single-family and multi-family, with the exception of a few commercial developments.[1]

A complete list of the Assessment Districts including the number of parcels and the area of landscaping maintained is included in Sections 7 and 8 of this Engineer's Report. In addition to the existing 251 Assessment Districts, there are several developments throughout the City that were covered under the original district, prior to 1996, and are not included within the existing 251 Assessment Districts. The developments and reason for their exclusion are as follows:

- There are 20 developments within the City that were originally maintained by the City. These 20 developments failed to receive voter approval in 1996 and, therefore, are no longer maintained by the City;
- There are 23 developments within the City, which have no landscaping improvements and are, therefore, not maintained by the City; and
- There are 10 developments within the City, which have been combined with other developments when the Assessment Districts were approved.

This Engineer's Report covers the 251 existing Assessment Districts. New or pending Assessment Districts that will be approved after May 2022 will be presented to the City Council under separate reports.

The designation of the existing Assessment Districts is as follows:

Assessment District Nos. 1997-1, 2, 6, 7, 9, 10, 13, 14, 17, 19, 20, 23, 24, 24-1, 24-2, 24-3, 24-5, 25, 26, 28, 29, 31, 33, 35, 36, 41, 43, 46, 48, 49, 51, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 69, 70, 72, 73, 75, 76, 78, 80, 83, 84, 85, 86, 87, 88, 89, 93, 94, 96, 97, 98, 99, 100, 102, 105, 107, 110, 111, 114, 115, 116, 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 131, 133, 135, 136, 139, 140, 143, 144, 145, 146, 148, 151, 152, 153,

[1] *As detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

154, 156, 157, 160, 163, 165. 167, 168, 171, 175, 176, 177, 178, 179, 183, 188, 189, 190, 191, 192, 193, 195, 199, 203, 204, 206, 207, 213, 216, 220, and 224;

Assessment District Nos. 1998-5, 11, 12, 15, 16, 21, 22, 30, 32, 37, 39, 40, 42, 52, 56, 68, 77, 92, 103, 109, 112, 137, 212, and 214;

Assessment District Nos. 1999-106, 113, 138, 150, 182, 201, 202, 222, 233, and 234;

Assessment District Nos. 2000-24-6, 44, 82, 219, and 235;

Assessment District Nos. 2001-236, 237, and 238;

Assessment District Nos. 2002-141, 239, 240, 242, 243, 244, 251, 252, 253, 254, 255, and 256;

Assessment District Nos. 2003-197, 245, 246, 259, and 260;

Assessment District Nos. 2004-180, 221, 241, 247, 248, 257, 261, 262, 264, 265, 266, 267, 268, 271, 272, 274, 276, 277, and 900;

Assessment District Nos. 2005-159, 184, 217, 256-01, 263, 272-01, 273, 275, 278, 279, 281, 282, 283, 286, 287, 289, 292, 293, 296, and 299;

Assessment District Nos. 2006-173, 272-02, 292-01, 294, 295, 297, 298, 301, 302, 314, 315, and 901;

Assessment District Nos. 2007-304, 312, 313, 316, 318, 319, and 320;

Assessment District Nos. 2014-321 and 2014-322; and

Assessment District Nos. 2020-290 and 2020-324. These districts were recently formed. The details of the assessments are provided separate from this Engineer's Report. Refer to the annexation Engineer's Report approved on January 12, 2022 and the amended on May 4, 2022 for Assessment District No. 2020-290. Refer to the annexation Engineer's Report approved on November 3, 2021 for Assessment District No. 2020-324.

## 2.3 District Changes

The following information highlights certain Assessment Districts that have had modifications from their original formation or require individual budgetary attention.[2]

Annexation 97-24-5B is assessed under Annexation 97-24-5.

Beginning with Fiscal Year 2001/02, the landscaping within Assessment District No. 140, located on the southeast corner of 60th Street West and Avenue N-4, is maintained by Assessment District No. 140's homeowner's association (HOA). For Fiscal Year 2001/02, Assessment District No. 140's assessment was lowered to $40 per parcel. Therefore, Assessment District No. 140's annual assessments only include administrative costs to provide compliance monitoring for maintenance standards and quality.

Beginning with Fiscal Year 2006/07, the landscaping within Assessment District No. 251, located south of Avenue N on the west side of 50th Street West and Assessment District No. 2004-900, will be maintained by each Assessment District's respective HOA. For Fiscal Year 2009/10, Assessment District No. 251's assessment rate was lowered to $47.46 per parcel. Therefore, Assessment District No. 251's annual

[2] *As detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

assessments only include administrative costs to provide compliance monitoring for maintenance standards and quality.

The following Assessment Districts are commercial developments and the assessments are calculated based on acreage (see the Method of Assessment section of this Engineer's Report):

1. Assessment District No. 152, located between Avenue O-8 and Avenue P, east of 15th Street West and west of the Antelope Valley Freeway;
2. Assessment District No. 154, located on the northwest corner of Avenue N and 10th Street West; and
3. Assessment District No. 195, located on the northeast corner of Avenue Q and 5th Street West.

Assessment District No. 80 is a mobile home district that is located on Rancho Vista Boulevard and approximately Avenue N-8. The assessments are calculated based on acreage (see the Method of Assessment section of this Engineer's Report).

Beginning with Fiscal Year 2001/02, Assessment District Nos. 115 and 192 received a decrease in their per parcel assessment. This was due to the removal of drainage facilities and the elimination of the maintenance associated with those facilities.

Beginning Fiscal Year 2006/07, for Assessment District No. 256, Annexation No. 01, there was one additional parcel added to the southeast corner of Tract No. 52490. This parcel was added at the request of the property owner.

Beginning with Fiscal Year 2008/09, in Assessment District No. 268 only developed parcels will be assessed in Phase 1 and 2 and a portion of Phases 3, 4, and 5. Only a portion of the landscape improvements were installed and accepted for maintenance.

All parcels included within Assessment District Nos. 292 and 292-01 are combined and identified under Assessment District No. 292. Beginning with Fiscal Year 2009/10, the assessments for Assessment District Nos. 292 and 292-01 has been amended to $539.88. Assessment District No. 292 is to have no assessment for either the multipurpose trail along 70th Street West or the offsite flood control basin at the southwest corner of 65th Street West and Avenue M.

For Fiscal Year 2009/10 Assessment District No. 297 was credited $20,419.71 and no further assessments were levied. No landscape improvements were constructed and Tentative Tract Map 61610, for which Assessment District No. 297 was formed, has expired and no property entitlement exists on the property anymore.

Beginning with Fiscal Year 2011/12, Assessment District No. 900 shall not be levied an assessment as the City does not maintain the local improvements.

Assessment District No. 2004-277 has been dissolved as of April 6, 2016. The HOA will undertake the maintenance of all improvements and services beginning Fiscal Year 2016/17.

In Fiscal Year 2021/22 the City did not assess Assessment District Nos. 2006-173, 2006-302, 2007-312, 2007-313, 2007-316, 2007-318, 2007-319, 2007-320, 2014-321, and 2006-901 because the landscaping has not been completed or accepted for maintenance. For Fiscal Year 2022/23, these Assessment Districts will receive a credit towards their assessment resulting in a zero assessment.

The annexation Engineer's Report was approved for Assessment District No. 2020-290 on January 12, 2022 and a reduction of the rate was subsequently approved with the Amended Engineer's Report on May 4, 2022.

## 2.4 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

## 2.5 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[3]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

### GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011) (*Golden Hills*)[4] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) (*Beutz*)[5] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (*SVTA*)[6] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real

[3] *California Constitution Article XIII D Section 4.*
[4] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[5] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[6] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*

property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

### BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (*Tiburon)*[7], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*Proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

### PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017) *(Manteca)*[8] clarified this issue by stating, *"section 4, subdivision (a) of article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

### IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied*."

[7] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*
[8] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

# 3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the Assessment Districts defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

The installation, maintenance and servicing of ornamental structures, landscaping, including trees, shrubs, grass, and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices, and drywells located in public places within the boundaries of the Assessment Districts.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including: repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

“Servicing” means the furnishing of electricity for the lighting and operation of any ornamental structures, landscaping, and appurtenant facilities; water for the irrigation and control of the landscaping, and the maintenance of any of the ornamental structures, landscaping and appurtenant facilities.

Improvements: Article XIII D of the California Constitution defines "maintenance and operation expenses" as "the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care and supervision necessary to properly operate and maintain a permanent public improvement" (hereinafter referred to as the "improvements"). The Assessment District's funding includes, but is not limited to, the removal, repair, replacement and appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and operation of the landscape improvements benefiting the Assessment Districts’ parcels.[9]

Plans and Specifications for the improvements for the Assessment Districts are voluminous and are not bound in this report but by this reference are incorporated and made a part of this Engineer’s Report. The Plans and Specifications are on file in the office of the Director of Public Works where they are available for public inspection.

[9] *As detailed in the Annual Engineer’s Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

# 4. ESTIMATE OF COSTS

The Fiscal Year 2022/23 estimated costs of maintenance and servicing the improvements as described in the Plans and Specifications of this Engineer's Report are summarized below. The full itemized budget for the Assessment Districts is voluminous and is not bound in this Engineer's Report but by reference is incorporated and made a part of this Engineer's Report. The itemized budget is on file in the Department of Public Works, where it is available for public inspection. The tables below show the budget summary for the Assessment Districts.

| Combined Landscape Maintenance Assessment District Budget<br>Fund and Budget Summary, Fiscal Year 2022/23 | |
|---|---|
| **Description** | **Proposed FY 2022/23 Costs** |
| Direct Maintenance Costs | $4,138,831 |
| Utility Costs | 1,724,512 |
| Other Costs | 1,034,708 |
| **Estimated Expenditures** | **$6,898,051** |
| | |
| **Fiscal Year 2022/23 Net Amount to be Assessed** | **$6,898,051** |

A list of the Assessment Districts containing the Fiscal Year 2022/23 assessment, number of parcels proposed to be assessed, and the assessment rate per EDU is included in Section 8 of this Engineer's Report.

The following cost descriptions apply to the budget:

### DIRECT MAINTENANCE COSTS

**Maintenance Costs.** Labor, Material, and Equipment - Includes labor, material, and equipment required to properly maintain and service the ornamental structures, landscaping, and appurtenant facilities within the Assessment Districts, including the maintenance and servicing of drywells, fencing, entry monuments, and drainage facilities. Improvements within the Assessment Districts will be maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required; but generally, the operations will occur weekly.

**Renovation.** Repairs that are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damage due to vandalism, storms, and frost. Planned upgrades of the improvements that provide a direct benefit to the Assessment Districts could also be included in renovation costs. Examples of upgrades are replacing plant materials and/or renovating irrigation systems.[10]

[10] *Costs descriptions from the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessments Districts and Annexations, Fiscal year 2020/21 dated April 2020.*

### UTILITY COSTS

**Water.** The furnishing of water required for the irrigation of the landscaping and the maintenance of the ornamental structures and appurtenant facilities.

**Gas and Electric.** The furnishing of electricity and gas required for the operation of the ornamental structures, landscaping and appurtenant facilities.

### OTHER COSTS

**Personnel/Overhead.** The cost of City staff for providing the coordination for maintenance and servicing, responding to public concerns, and levying and collecting assessments. This includes reimbursement for time spent by Finance and Accounting, the City Attorney, the City Manager, and the Public Works staff.

**Consultants.** The cost of contracting with professionals to provide services specific to the levy and annual administration.

**Professional Fees.** These are the costs of contracting with professionals for annual certification of irrigation backflow devices and for professionals to provide any additional administrative or engineering services specific to the Assessment Districts, such as the cost to prepare and mail notices of the public hearing, or preparation of assessment diagrams.

**County Administration Fees.** The costs charged by the County to place the assessments on the property tax rolls.

# 5. METHOD OF APPORTIONMENT

The following section of includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the improvements throughout each Assessment District, as well as a description of the assessment methodology used to apportion the total assessment to properties within each Assessment District (with the exception of Assessment District Nos. 2020-290 and 2020-324).

The method of apportionment and description of benefit for Assessment District No. 2020-290 is detailed in the Amended Engineer's Report approved on May 4, 2022 (including the reduction of the rate). The method of apportionment and description of benefit for Assessment District No. 2020-324 is detailed in the annexation Engineer's Report approved on November 3, 2021.

***For all other Assessment Districts, previous annual Engineer's Reports were prepared by a different engineer of record and specific language from the prior year's Engineer's Report [11] has been referenced to describe the Method of Apportionment within the following section of this report. [12]***

The Assessment Districts consist of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included levy roll. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the Assessment Districts over and above general benefits conferred on real property or to the public at large.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

## 5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within each Assessment District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

> *Each and every parcel within each Assessment District receives a particular and distinct benefit from the improvements over and above general benefits conferred by the improvements.*
>
> *First, all of the improvements were conditions of approval for the creation or development of the parcels. In order to create or develop the parcels, the City required the original developer to install, and guarantee the maintenance of, landscaping, ornamental structures, and appurtenant facilities to serve the parcels. Therefore, each*

[11] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020 ("Prior Engineer's Report").*

[12] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

*and every parcel within the Assessment Districts could not have been developed in the absence of the installation and promised maintenance of these facilities.*

*In addition, the improvements continue to confer a particular and distinct special benefit upon parcels within the Assessment Districts because of the nature of the improvements. The proper maintenance of landscaping and appurtenant facilities specially benefit parcels within the Assessment Districts by moderating temperatures, providing oxygenation, attenuating noise from adjacent streets and controlling dust for those properties in close proximity to the landscaping, thereby enhancing the environmental quality of the parcels and making them more desirable. Properly maintained landscaping also deters erosion of slopes and thereby minimizes the risk of instability and the potential destruction of property within the Assessment Districts. The spraying and treating of landscaping for disease reduces the likelihood of insect infestation and other diseases spreading to landscaping located throughout the properties within the Assessment Districts. The proper maintenance of the landscaping, ornamental structures, and appurtenant facilities reduces property-related crimes (especially vandalism) against properties in the Assessment Districts through the abatement of graffiti and the screening of properties within the Assessment Districts from arterial streets.*

*Finally, the proper maintenance of landscaping and ornamental structures improves the attractiveness of the properties within the Assessment Districts and provides a positive visual experience each and every time a trip is made to or from the property. The above-mentioned benefits contribute to the specific enhancement of the property values of each of the parcels within the Districts.*

The *SVTA* decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or improved access, and views. The *SVTA* decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The *SVTA* decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area that is improved by an assessment:

> *The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

## 5.2 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City, Los Angeles County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of facilities (e.g. curbs, gutters, streets, drainage systems, etc.). This funding from other sources more than compensates for general benefits, if any, received by the properties within the Assessment Districts.

### STEP 1 – CALCULATION OF GENERAL BENEFIT

The general benefits from this assessment may be quantified as illustrated in the following table.

**Calculation of General Benefit**(1)

| Benefit Factor | Relative Weight | General Benefit Contribution | Relative General Benefit |
|---|---|---|---|
| Extension of landscaped area | 2 | 10% | 0.2 |
| Proximity to improved landscaping | 2 | 10% | 0.2 |
| Access to improved landscaped areas | 2 | 10% | 0.2 |
| Improved views | 2 | 10% | 0.2 |
| Creation of individual lots for development or approval of building permits | 92 | 0% | 0 |
| | 100 | | 0.2 |
| | **Total Calculated General Benefit =** | | **0.8%** |

(1) Per the Prior Engineer's Report.

As a result, the City will contribute at least 0.8% of the total budget from sources other than the assessment. The following contribution offsets any general benefits from the assessment services.

### STEP 2 – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

Pursuant to the Prior Engineer's Report, the overall general benefit contribution is the sum of the following components:

The City owns, maintains, rehabilitates and replaces curb and gutter along the border of the Assessment Districts' improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the improvements. The contribution from the City towards the general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City owns and maintains a storm drainage system along the border of the Assessment Districts' improvements. This system serves to prevent flooding and associated damage to the improvements, and manage urban runoff including local pollutants loading from the improvements. The contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 1%.

The City owns and maintains local public streets along the border of the Assessment Districts' improvements. These public streets provide access to the improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute 25%.

Therefore, the total general benefit is conservatively quantified at 0.8% which is more than offset by the total non-assessment contribution towards general benefit of 28%.

## 5.3 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

> *In the single-family residential Assessment Districts, the parcels in the Assessment Districts receive the same special benefit from the improvements due to their similarity in size and use and their similar proximity to the improvements. Therefore, each parcel is assessed an equal amount.*
>
> *In the mobile home Assessment Districts, each mobile home unit receives an equal special benefit from the improvements. However, because each parcel within such Assessment District may have a different number of mobile home units, the assessment against each parcel varies depending on the potential number of units, which may be located on the parcel. Since the potential number of units on a parcel depends on the area of the parcel, the estimated cost of the improvements in a mobile home Assessment District has been divided among the parcels within the Assessment District according to the area of each parcel in the Assessment District.*
>
> *In the commercial Assessment Districts, the special benefit to each parcel is derived not only from the benefits to the property described above, but also the enhancement of the property's value through its ability to attract clients, employees and customers to the parcel. This benefit increases according to the size of the business and the number of people using the parcel, which in turn generally correlates to the area of the parcel. Therefore, the estimated cost of the improvements in a commercial District has been divided among the parcels within the District according to the area of each parcel in the District.*
>
> *Publicly owned parcels will be assessed the same as other parcels, except for publicly owned drainage basins. The publicly owned drainage basin parcels are undeveloped and are required to remain undeveloped in order to function as drainage basins. Therefore, the parcels receive none of the special benefits described above.*

## 5.4 Cost of Living Inflator

Annually, the maximum assessment rates for the Assessments Districts may be increased, based upon the Consumer Price Index, All Urban Consumers, for Los Angeles-Long Beach-Anaheim Area ("CPI"), as

determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor[13]. Annually, the Assessment Engineer shall compute the percentage difference between the CPI for the most recent February or March and the CPI for the previous February or March and shall then adjust the current fiscal year maximum assessment rate by an amount not to exceed such CPI percentage change for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Assessment Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.[14]

For Fiscal Year 2022/23, the Assessment Districts which are increased based on the increase of the February 2021 to February 2022 CPI, for All Urban Consumers in the Los Angeles-Long Beach- Anaheim Area, the maximum assessment rates are increased by 7.40%. The Assessment Districts which are increased based on the increase of the March 2021 to March 2022 CPI, for All Urban Consumers in the Los Angeles-Long Beach- Anaheim Area, the maximum assessment rates are increased by 8.50%.

The following tables show the applicable month of CPI data applied to calculate the maximum assessment rates for each of the Assessments Districts.

[13] *As detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

[14] *From the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessments Districts and Annexations, Fiscal year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

| Assessment District | CPI Month | Assessment District | CPI Month | Assessment District | CPI Month | Assessment District | CPI Month | Assessment District | CPI Month |
|---|---|---|---|---|---|---|---|---|---|
| 1 | March | 58 | March | 119 | March | 190 | March | 261 | February |
| 2 | March | 59 | March | 120 | March | 191 | March | 262 | February |
| 5 | March | 60 | March | 121 | March | 192 | March | 263 | February |
| 6 | March | 61 | March | 122 | March | 193 | March | 264 | February |
| 7 | March | 62 | March | 123 | March | 195 | March | 265 | February |
| 9 | March | 63 | March | 125 | March | 197 | February | 266 | February |
| 10 | March | 64 | March | 126 | March | 199 | March | 267 | February |
| 11 | March | 65 | March | 127 | March | 201 | March | 268 | February |
| 12 | March | 66 | March | 128 | March | 202 | March | 271 | February |
| 13 | March | 67 | March | 129 | March | 203 | March | 272 | February |
| 14 | March | 68 | March | 131 | March | 204 | March | 272-01 | February |
| 15 | March | 69 | March | 133 | March | 206 | March | 272-02 | February |
| 16 | March | 70 | March | 135 | March | 207 | March | 273 | February |
| 17 | March | 72 | March | 136 | March | 212 | March | 274 | February |
| 19 | March | 73 | March | 137 | March | 213 | March | 275 | February |
| 20 | March | 75 | March | 138 | March | 214 | March | 276 | February |
| 21 | March | 76 | March | 139 | March | 216 | March | 278 | February |
| 22 | March | 77 | March | 140 | March | 217 | February | 279 | February |
| 23 | March | 78 | March | 141 | February | 219 | February | 281 | February |
| 24 | March | 80 | March | 143 | March | 220 | March | 282 | February |
| 24-1 | March | 82 | March | 144 | March | 221 | February | 283 | February |
| 24-2 | March | 83 | March | 145 | March | 222 | March | 286 | February |
| 24-3 | March | 84 | March | 146 | March | 224 | March | 287 | February |
| 24-4 | March | 85 | March | 148 | March | 233 | March | 289 | February |
| 24-5 | March | 86 | March | 150 | March | 234 | March | 290 | February |
| 24-6 | March | 87 | March | 151 | March | 235 | February | 292 | February |
| 25 | March | 88 | March | 152 | March | 236 | February | 292-01 | February |
| 26 | March | 89 | March | 153 | March | 237 | February | 293 | February |
| 28 | March | 92 | March | 154 | March | 238 | February | 294 | February |
| 29 | March | 93 | March | 156 | March | 239 | February | 295 | February |
| 30 | March | 94 | March | 157 | March | 240 | March | 296 | February |
| 31 | March | 96 | March | 159 | February | 241 | February | 298 | February |
| 32 | March | 97 | March | 160 | March | 242 | February | 299 | February |
| 33 | March | 98 | March | 163 | March | 243 | March | 301 | February |
| 35 | March | 99 | March | 165 | March | 244 | February | 304 | February |
| 36 | March | 100 | March | 167 | March | 245 | February | 314 | February |
| 37 | March | 102 | March | 168 | March | 246 | February | 315 | February |
| 39 | March | 103 | March | 171 | March | 247 | February | 322 | February |
| 40 | March | 105 | March | 175 | March | 248 | February | 324 | February |
| 41 | March | 106 | March | 176 | March | 251 | February | | |
| 42 | March | 107 | March | 177 | March | 252 | February | | |
| 43 | March | 109 | March | 178 | March | 253 | February | | |
| 44 | March | 110 | March | 179 | March | 254 | February | | |
| 46 | March | 111 | March | 180 | February | 255 | February | | |
| 48 | March | 112 | March | 182 | March | 256 | February | | |
| 49 | March | 113 | March | 183 | March | 256-01 | February | | |
| 51 | March | 114 | March | 184 | February | 257 | February | | |
| 52 | March | 115 | March | 188 | March | 259 | February | | |
| 56 | March | 116 | March | 189 | March | 260 | February | | |

## 5.5 Fiscal Year 2022/23 Maximum Assessment Rates

The Fiscal Year 2022/23 maximum assessment rates for the Assessment Districts are included in Section 8 of this Engineer's Report.

## 5.6 Duration of Assessment

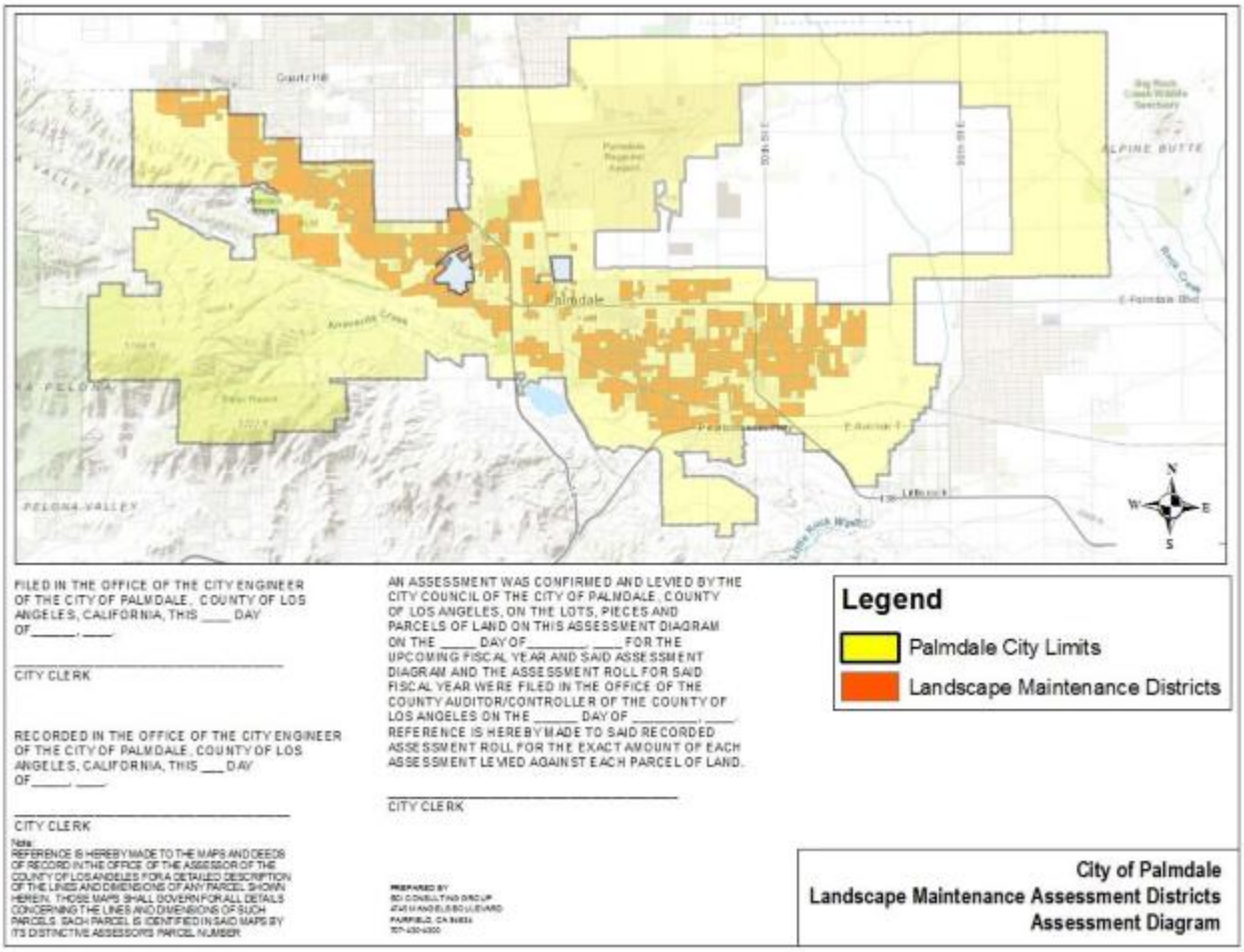
The Assessment Districts were formed or annexed in previous years. It is proposed that the assessments be continued every year after their formation or annexation, so long as the public improvements need to be maintained and improved, and the City requires funding for the improvements in each Assessment District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

## 5.7 Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Palmdale Public Works Department. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Palmdale Public Works Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the Public Works Engineer of the City of Palmdale or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City of Palmdale Public Works Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City of Palmdale Public Works Engineer or her or his designee shall be referred to the Director of Public Works of the City of Palmdale, and the decision of the Director of Public Works of the City of Palmdale shall be final.

# 6. ASSESSMENT DIAGRAM

The boundaries of the Assessment Districts are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Assessment Districts are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Engineer's Report was prepared, and are incorporated by reference herein and made part of this report.



# 7. LANDSCAPE MAINTENANCE DISTRICTS AREA MAINTAINED

The area of landscape maintained for each Assessment District is shown in the table below.

| District[1] | FY Formed | Tract/ Parcel Map | Land Use | General Location | Total Streetscape (SF) | Total On-Site Basin LS (SF) | Total Area (SF) |
|---|---|---|---|---|---|---|---|
| 1 | 97/98 | 33574 | Res | Ave R-8 and 20th St East | 831 | 2,907 | 3,738 |
| 2 | 97/98 | 35571 | Res | Ave S and 35th St East | 60,228 | 0 | 60,228 |
| 5 | 98/99 | 31585 | Res | Tierra Subida | 34,959 | 3,850 | 38,809 |
| 6 | 97/98 | 42989 | Res | Ave R and 30th St East | 4,224 | 0 | 4,224 |
| 7 | 97/98 | 42880 | Res | Ave S and 15th St East | 18,762 | 30,270 | 49,032 |
| 9 | 97/98 | 42405 | Res | Ave S and 30th St East | 30,217 | 0 | 30,217 |
| 10 | 97/98 | 36905 | Res | Ave R-8 and 35th St East | 2,204 | 11,901 | 14,105 |
| 11 | 98/99 | 37748 | Res | Ave S and 15th St East | 125,260 | 44,240 | 169,500 |
| 12 | 98/99 | 31130 | Res | Ave S and 15th St East | 44,199 | 13,095 | 57,294 |
| 13 | 97/98 | 43241 | Res | Ave R-8 and 20th St East | 640 | 0 | 640 |
| 14 | 97/98 | 44014 | Res | Ave R-8 and 50th St West | 1,590 | 0 | 1,590 |
| 15 | 98/99 | 42971 | Res | Ave S and 25th St East | 4,770 | 10,961 | 15,731 |
| 16 | 98/99 | 43325 | Res | Ave S and 35th St East | 21,109 | 44,240 | 65,349 |
| 17 | 97/98 | 43665 | Res | Ave S and 30th St East | 635 | 118,412 | 119,047 |
| 19 | 97/98 | 42956 | Res | Ave R-8 and 20th St East | 11,817 | 11,245 | 23,062 |
| 20 | 97/98 | 43687 | Res | Rancho Vista Blvd and 15th St West | 18,019 | 9,738 | 27,757 |
| 21 | 98/99 | 43306 | Res | Ave R-8 and 25th St East | 9,788 | 0 | 9,788 |
| 22 | 98/99 | 43065 | Res | Ave R and 50th St East | 3,185 | 60,000 | 63,185 |
| 23 | 97/98 | 43826 | Res | Ave S and 20th St East | 22,635 | 21,460 | 44,095 |
| 24 | 97/98 | 34296 | Res | Rancho Vista Bl | 228,509 | 221,499 | 450,008 |
| 24-1 | 97/98 | 46139 | Res | Rancho Vista Bl | 54,067 | 0 | 54,067 |
| 24-2 | 97/98 | 47932 | Res | Rancho Vista Bl | 41,975 | 19,680 | 61,655 |
| 24-3 | 97/98 | 46138 | Res | Rancho Vista Bl | 53,235 | 0 | 53,235 |
| 24-4 | | | | | 10,343 | 0 | 10,343 |
| 24-5 | 97/98-00/01 | 46136 | Res | Rancho Vista Bl | 18,475 | 6,844 | 25,319 |
| 24-5B | 01/02 | 46136 | Res | Rancho Vista Bl | 0 | 0 | See 24-5 |
| 24-6 | 00/01 | 52848 | Res | Rancho Vista Bl | 37,767 | 0 | 37,767 |
| 25 | 97/98 | 43324 | Res | Ave R-8 and 20th St East | 2,000 | 0 | 2,000 |
| 26 | 97/98 | 43031 | Res | Ave R-8 and 25th St East | 6,418 | 23,840 | 30,258 |
| 28 | 97/98 | 44244 | Res | Rancho Vista Blvd and 15th St West | 2,108 | 10,881 | 12,989 |
| 29 | 97/98 | 43892 | Res | Ave S and 40th St East | 4,761 | 0 | 4,761 |
| 30 | 98/99 | 44045 | Res | Ave R-8 and 25th St East | 8,594 | 7,888 | 16,482 |
| 31 | 97/98 | 43514 | Res | Ave S and 40th St East | 4,848 | 12,685 | 17,533 |
| 32 | 98/99 | 43312 | Res | Ave R and Division | 10,124 | 10,410 | 20,534 |
| 33 | 97/98 | 44528 | Res | Ave S and 15th St East | 30,157 | 6,270 | 36,427 |
| 35 | 97/98 | 43887 | Res | Ave S and 25th St East | 959 | 0 | 959 |
| 36 | 97/98 | 43024 | Res | Ave R-8 and 25th St East | 1,914 | 3,272 | 5,186 |
| 37 | 98/99 | 44165 | Res | Ave R-8 and 20th St East | 7,963 | 0 | 7,963 |
| 39 | 98/99 | 44256 | Res | Ave R and 30th East | 3,257 | 4,320 | 7,577 |
| 40 | 98/99 | 44221 | Res | Tierra Subida | 39,065 | 0 | 39,065 |
| 41 | 97/98 | 44713 | Res | Rancho Vista Blvd and 20th St West | 48,694 | 15,105 | 63,799 |
| 42 | 98/99 | 43356 | Res | Ave R-8 and 20th St East | 11,394 | 0 | 11,394 |
| 43 | 97/98 | 44184 | Res | Ave S and 30th East | 26,974 | 13,314 | 40,288 |
| 44 | 00/01 | 43814/43815 | Res | Tierra Subida | 17,604 | 7,166 | 24,770 |
| 46 | 97/98 | 29800 | Res | Ave S and 25th St East | 10,680 | 0 | 10,680 |
| 48 | 97/98 | 38007 | Res | Ave R and 15th St East | 0 | 13,962 | 13,962 |
| 49 | 97/98 | 44220 | Res | Ave S and 15th St East | 4,087 | 7,546 | 11,633 |
| 51 | 97/98 | 44140 | Res | Ave R and 50th St East | 7,785 | 0 | 7,785 |
| 52 | 98/99 | 32702 | Res | Ave S and 15th St East | 24,581 | 43,338 | 67,919 |
| 56 | 98/99 | 42884 | Res | Ave R-8 and 45th St East | 2,587 | 12,600 | 15,187 |
| 58 | 97/98 | 44909 | Res | Ave R-8 and 45th St East | 1,262 | 6,958 | 8,220 |
| 59 | 97/98 | 43310 | Res | Ave R and 40th St East | 13,146 | 15,072 | 28,218 |
| 60 | 97/98 | 45381 | Res | Ave R-8 and 45th St East | 13,384 | 8,000 | 21,384 |

| District[1] | FY Formed | Tract/ Parcel Map | Land Use | General Location | Total Streetscape (SF) | Total On-Site Basin LS (SF) | Total Area (SF) |
|---|---|---|---|---|---|---|---|
| 61 | 97/98 | 43692 | Res | Rancho Vista Blvd and 15th St West | 19,722 | 26,878 | 46,600 |
| 62 | 97/98 | 44101 | Res | Ave M-8 and 55th St West | 7,794 | 7,050 | 14,844 |
| 63 | 97/98 | 42338 | Res | Ave N and 60th St West | 42,430 | 34,016 | 76,446 |
| 64 | 97/98 | 32799 | Res | Ave S and 35th St East | 0 | 35,900 | 35,900 |
| 65 | 97/98 | 44251 | Res | Ave R-8 and 50th St West | 19,087 | 36,004 | 55,091 |
| 66 | 97/98 | 31495 | Res | Ave S and 45th St East | 127,413 | 0 | 127,413 |
| 67 | 97/98 | 44892 | Res | Ave R-8 and 20th St East | 7,305 | 10,606 | 17,911 |
| 68 | 98/99 | 44556 | Res | Ave S and 40th St East | 13,471 | 9,600 | 23,071 |
| 69 | 97/98 | 44915 | Res | Ave S and 40th St East | 6,442 | 6,078 | 12,520 |
| 70 | 97/98 | 45143 | Res | Ave O and 30th St West | 13,222 | 69,755 | 82,977 |
| 72 | 97/98 | 43536 | Res | Ave R-8 and 50th St East | 39,410 | 19,714 | 59,124 |
| 73 | 97/98 | 43719 | Res | Ave M-8 and 70th St West | 39,635 | 13,284 | 52,919 |
| 75 | 97/98 | 43564 | Res | Ave S and 35th St East | 17,494 | 6,440 | 23,934 |
| 76 | 97/98 | 43637 | Res | Ave R-8 and 45th St East | 1,123 | 16,771 | 17,894 |
| 77 | 98/99 | 43636 | Res | Ave R-8 and 25th St East | 1,492 | 7,995 | 9,487 |
| 78 | 97/98 | 44876 | Res | Ave R-8 and 5th St East | 33,418 | 42,054 | 75,472 |
| 80 | 97/98 | PM 17435 | MH | Rancho Vista Blvd | 18,212 | 22,140 | 40,352 |
| 82 | 00/01 | 45045 | Res | Ave R-8 and 25th St East | 4,254 | 0 | 4,254 |
| 83 | 97/98 | 35564 | Res | Ave R and 30th East | 1,802 | 0 | 1,802 |
| 84 | 97/98 | 45263 | Res | Ave R and 27th St East | 4,484 | 9,663 | 14,147 |
| 85 | 97/98 | 45003 | Res | Rancho Vista Blvd and 30th St West | 60,997 | 104,174 | 165,171 |
| 86 | 97/98 | 45073 | Res | Ave R and 50th St East | 1,445 | 4,950 | 6,395 |
| 87 | 97/98 | 45273 | Res | Pear Blossom Hwy and 30th East | 62,590 | 37,934 | 100,524 |
| 88 | 97/98 | 45069 | Res | Rancho Vista Blvd and 25th St West | 17,723 | 6,630 | 24,353 |
| 89 | 97/98 | 45324 | Res | Ave R and 40th St East | 31,065 | 0 | 31,065 |
| 92 | 98/99 | 45507 | Res | Ave S and 45th St East | 6,011 | 3,500 | 9,511 |
| 93 | 97/98 | 43321 | Res | Ave S and 35th East | 867 | 3,600 | 4,467 |
| 94 | 97/98 | 45220 | Res | Ave S and 40th St East | 11,899 | 4,800 | 16,699 |
| 96 | 97/98 | 44897 | Res | Ave R-8 and 50th St East | 4,582 | 4,608 | 9,190 |
| 97 | 97/98 | 42886 | Res | Ave M-8 and 55th St West | 5,473 | 0 | 5,473 |
| 98 | 97/98 | 45125 | Res | Ave R and 50th St East | 22,619 | 14,668 | 37,287 |
| 99 | 97/98 | 44879 | Res | Rancho Vista Blvd and 30th St West | 16,322 | 10,580 | 26,902 |
| 100 | 97/98 | 45716 | Res | Elizabeth Lake Rd and 20th St West | 5,912 | 8,720 | 14,632 |
| 102 | 97/98 | 45460 | Res | Tierra Subida | 6,976 | 15,600 | 22,576 |
| 103 | 98/99 | 44402 | Res | SE Corner of Ave R-8 and 55 St East | 28,799 | 31,260 | 60,059 |
| 105 | 97/98 | 45216 | Res | Ave S and 35th St East | 9,760 | 18,846 | 28,606 |
| 106 | 99/00 | 45689 | Res | Ave M-8 and 60th St West | 8,719 | 3,885 | 12,604 |
| 107 | 97/98 | 25429 | Res | Ave M and 60th St West | 19,485 | 0 | 19,485 |
| 109 | 98/99 | 44701 | Res | Ave R-8 and 60th St East | 4,636 | 11,868 | 16,504 |
| 110 | 97/98 | 45574 | Res | Rancho Vista Blvd and 20th St West | 8,804 | 5,700 | 14,504 |
| 111 | 97/98 | 32793 | Res | Ave O and 40th St East | 16,795 | 0 | 16,795 |
| 112 | 98/99 | 44136 | Res | Ave R-8 and 60th St East | 7,414 | 6,365 | 13,779 |
| 113 | 99/00 | 45276 | Res | Ave R and 50th St East | 8,443 | 7,200 | 15,643 |
| 114 | 97/98 | 44898 | Res | Ave R and 50th St East | 6,786 | 6,720 | 13,506 |
| 115 | 97/98 | 46312 | Res | Ave O and 30th St West | 23,488 | 28,710 | 52,198 |
| 116 | 97/98 | 45196 | Res | Elizabeth Lake Rd and 15th St West | 4,063 | 8,925 | 12,988 |
| 119 | 97/98 | 46077 | Res | Ave N and 45th St West | 47,034 | 67,524 | 114,558 |
| 120 | 97/98 | 45705 | Res | Ave R-8 and 60th St East | 25,312 | 37,015 | 62,327 |
| 121 | 97/98 | 45750 | Res | Ave R and 50th St East | 10,521 | 12,870 | 23,391 |
| 122 | 97/98 | 45382 | Res | Pear Blossom Hwy and 40th East | 61,466 | 63,691 | 125,157 |
| 123 | 97/98 | 44791 | Res | Ave O and 30th St West | 10,555 | 25,960 | 36,515 |
| 125 | 97/98 | 45497 | Res | Ave R-8 and 65th St East | 24,682 | 6,650 | 31,332 |
| 126 | 97/98 | 45754 | Res | Ave O and 30th St West | 30,159 | 25,520 | 55,679 |
| 127 | 97/98 | 46409 | Res | Ave O and 30th St West | 8,572 | 0 | 8,572 |
| 128 | 97/98 | 43581 | Res | Ave S and 15th St East | 50,584 | 76,640 | 127,224 |
| 129 | 97/98 | 46784 | Res | Ave O and 30th St West | 82,568 | 63,915 | 146,483 |
| 131 | 97/98 | 46430 | Res | Rancho Vista Blvd and 20th St West | 8,575 | 23,129 | 31,704 |
| 133 | 97/98 | 45802 | Res | Ave R and 30th St East | 34,977 | 53,300 | 88,277 |
| 135 | 97/98 | 46279 | Res | Ave R and 45th St East | 0 | 29,500 | 29,500 |
| 136 | 97/98 | 45777 | Res | Ave S and 40th St East | 6,732 | 0 | 6,732 |
| 137 | 98/99 | 45672 | Res | Ave S and 15th St East | 15,248 | 39,648 | 54,896 |
| 138 | 99/00 | Not Available | Res | Ave R and 50th St East | 8,085 | 21,527 | 29,612 |

| District[1] | FY Formed | Tract/ Parcel Map | Land Use | General Location | Total Streetscape (SF) | Total On-Site Basin LS (SF) | Total Area (SF) |
|---|---|---|---|---|---|---|---|
| 139 | 97/98 | 46089 | Res | Ave S and 55th St East | 30,669 | 31,500 | 62,169 |
| 140 | 97/98 | 43883 | Res | Ave N and 55th St West | 29,200 | 8,360 | 37,560 |
| 141 | 02/03 | 47115, 47116,47117, 44544 | Res | SW Corner of Ave R-8 and 65th St East | 57,336 | 6,160 | 63,496 |
| 143 | 97/98 | 45657 | Res | Ave O and 30th St West | 9,114 | 0 | 9,114 |
| 144 | 97/98 | 45911 | Res | Ave R and 35th St East | 8,794 | 7,169 | 15,963 |
| 145 | 97/98 | 45548 | Res | Pear Blossom Hwy and 30th St East | 65,816 | 55,590 | 121,406 |
| 146 | 97/98 | 46436 | Res | Ave M and 60th St West | 60,421 | 17,484 | 77,905 |
| 148 | 97/98 | 36720 | Res | Ave S and 30th St East | 1,000 | 0 | 1,000 |
| 150 | 99/00 | 42999 | Res | Ave M and 60th St West | 4,561 | 16,103 | 20,664 |
| 151 | 97/98 | 44476 | Res | Ave R-8 and 60th St East | 9,319 | 19,673 | 28,992 |
| 152 | 97/98 | 46735 | Comm | Rancho Vista Blvd and 10th St West | 129,149 | 66,360 | 195,509 |
| 153 | 97/98 | 45092 | Res | Ave R-8 and 60th St East | 23,700 | 13,604 | 37,304 |
| 154 | 97/98 | 45282 | Comm | Ave N and 10th St West | 24,486 | 22,032 | 46,518 |
| 156 | 97/98 | 46032 | Res | Ave O and 40th St East | 10,011 | 20,449 | 30,460 |
| 157 | 97/98 | 44702 | Res | Ave M-8 and 55th St West | 1,430 | 4,720 | 6,150 |
| 159 | 05/06 | 44543 | Res | SE Corner of Russ Pl and 55 St East | 4,973 | 5,456 | 10,429 |
| 160 | 97/98 | 45071 | Res | Ave O and 30th St West | 25,808 | 19,140 | 44,948 |
| 163 | 97/98 | 45277 | Res | Ave R and 50th St East | 18,460 | 15,750 | 34,210 |
| 165 | 97/98 | 45743 | Res | Rancho Vista Blvd and 25th St West | 5,848 | 10,140 | 15,988 |
| 167 | 97/98 | 46036 | Res | Fairway Dr and Rancho Vista Blvd | 3,250 | 0 | 3,250 |
| 168 | 97/98 | 46355 | Res | Ave S-8 and 45th St East | 6,059 | 23,100 | 29,159 |
| 171 | 97/98 | 45493 | Res | Ave R-8 and 60th St East | 2,935 | 15,991 | 18,926 |
| 173 | 06/07 | 47510 | Res | S of Ave R, W of 55th St East | 1,395 | 0 | 1,395 |
| 175 | 97/98 | 33587 | Res | Rancho Vista Blvd and 20th St West | 9,806 | 0 | 9,806 |
| 176 | 97/98 | 45742 | Res | Rancho Vista Blvd and 25th St West | 8,616 | 14,210 | 22,826 |
| 177 | 97/98 | 45364 | Res | Rancho Vista Blvd and 25th St West | 19,847 | 8,430 | 28,277 |
| 178 | 97/98 | 44803 | Res | Ave M and 70th St West | 85,202 | 96,276 | 181,478 |
| 179 | 97/98 | 46536 | Res | Ave P-12 and 25th St West | 98,694 | 46,000 | 144,694 |
| 180 | 04/05 | 48846/48847 | Res | SW Corner of Ave S-12 and 37th St East | 10,242 | 61,000 | 71,242 |
| 182 | 99/00 | 47630 | Res | Ave S and 25th St East | 12,232 | 0 | 12,232 |
| 183 | 97/98 | 48665 | Res | Ave S and 40th St East | 11,403 | 0 | 11,403 |
| 184 | 05/06 | 46454 | Res | SW Corner of Elizabeth Lake Road and 15th St West | 24,873 | 23,140 | 48,013 |
| 188 | 97/98 | 45411 | Res | Ave S-8 and 45th St East | 6,808 | 24,598 | 31,406 |
| 189 | 97/98 | 47548 | Res | Ave S and 40th St East | 25,013 | 0 | 25,013 |
| 190 | 97/98 | 45219 | Res | Ave S and 40th St East | 9,054 | 19,110 | 28,164 |
| 191 | 97/98 | 46044 | Res | Ave R and 40th St East | 7,977 | 14,620 | 22,597 |
| 192 | 97/98 | 47466 | Res | Ave O and Division | 13,440 | 0 | 13,440 |
| 193 | 97/98 | 44526 | Res | Elizabeth Lake Rd and 20th St West | 44,483 | 34,508 | 78,991 |
| 195 | 97/98 | 46586 | Comm | Ave P-8 and 5th St West | 42,924 | 0 | 42,924 |
| 197 | 03/04 | 46710 | Res | Ave R-12 and 25th St East | 7,886 | 15,840 | 23,726 |
| 199 | 97/98 | 46123 | Res | Elizabeth Lake Rd and 15th St West | 1,071 | 34,155 | 35,226 |
| 201 | 99/00 | 25842 | Res | Ave R-8 and 40th St East | 7,900 | 24,750 | 32,650 |
| 202 | 99/00 | 46157 | Res | Ave M-8 and 60th St West | 8,454 | 12,733 | 21,187 |
| 203 | 97/98 | 48254 | Res | Ave S and 40th St East | 13,220 | 13,770 | 26,990 |
| 204 | 97/98 | 45506 | Res | Ave R-4 and 65th St East | 7,499 | 22,880 | 30,379 |
| 206 | 97/98 | 46333 | Res | Ave R-8 and 60th St East | 17,945 | 24,198 | 42,143 |
| 207 | 97/98 | 45038 | Res | Ave S and 55th St East | 19,926 | 0 | 19,926 |
| 212 | 98/99 | 47629 | Res | Ave S and 50th St East | 15,127 | 4,294 | 19,421 |
| 213 | 97/98 | 46934 | Res | Ave S-8 and 45th St East | 34,700 | 46,212 | 80,912 |
| 214 | 98/99 | 49058 | Res | Ave S and 45th St East | 31,179 | 0 | 31,179 |
| 216 | 00/01 | 46925 | Res | Division and Ave O-8 | 32,152 | 0 | 32,152 |
| 217 | 05/06 | 46757 | Res | Palmdale Blvd, Ave R, and 65th St East | 48,416 | 50,953 | 99,369 |
| 217-01 | | Trailer Park | Res | NW Corner of Ave R and 65th St East | 0 | 0 | 0 |
| 217B | 05/06 | 46757 | Res | Palmdale Blvd, Ave R, and 65th St East | 27,455 | 16,267 | 43,722 |
| 219 | 00/01 | 46910/46911/ 45291 | Res | Tierra Subida | 15,591 | 0 | 15,591 |
| 220 | 97/98 | 45412 | Res | Pear Blossom Hwy and 45th St East | 8,014 | 10,736 | 18,750 |
| 221 | 04/05 | 45218-01 | Res | Railroad and 30th St East | 3,522 | 122,306 | 125,828 |

| District[1] | FY Formed | Tract/ Parcel Map | Land Use | General Location | Total Streetscape (SF) | Total On-Site Basin LS (SF) | Total Area (SF) |
|---|---|---|---|---|---|---|---|
| 222 | 99/00 | 45217/46193/ 46194 | Res | Fairfield and 35th St East | 10,838 | 86,190 | 97,028 |
| 224 | 97/98 | 48672 | Res | Ave S-8 and 55th St East | 2,592 | 41,695 | 44,287 |
| 233 | 99/00 | 52646 | Res | Division and Ave O | 12,696 | 0 | 12,696 |
| 234 | 99/00 | 44826 | Res | Ave R-8 and 55th St East | 8,588 | 19,594 | 28,182 |
| 235 | 00/01 | 45057 | Res | Ave Q and 40th St East | 14,266 | 34,030 | 48,296 |
| 236 | 01/02 | 51505 | Res | SE Corner of Ave P-8 and 20th St West | 9,612 | 0 | 9,612 |
| 237 | 01/02 | 53069 | Res | Ave N and 45th St West | 12,948 | 12,075 | 25,023 |
| 238 | 01/02 | 47933 | Res | Rancho Vista Blvd | 20,855 | 0 | 20,855 |
| 239 | 02/03 | 47934 | Res | Rancho Vista Blvd | 12,051 | 0 | 12,051 |
| 240 | 01/02 | 47935 | Res | Rancho Vista Blvd and Ave O-8 | 46,154 | 28,455 | 74,609 |
| 241 | 04/05 | 53221 | Res | NW Corner of 40th St East 300 feet N of R-6 | 7,981 | 16,892 | 24,873 |
| 242 | 02/03 | 45573 | Res | Ave P-4 and 20th St West | 3,792 | 0 | 3,792 |
| 243 | 01/02 | 51980 | Res | SE Corner of Avenue N and 50th St West | 30,949 | 0 | 30,949 |
| 244 | 02/03 | 49016-02, 03 | Res | Club Rancho Dr. and 30th St West | 4,972 | 0 | 4,972 |
| 245 | 02/03 | 49016-04, 05 | Res | SW Corner of Ave N-8 and 30th St West | 94,926 | 0 | 94,926 |
| 246 | 02/03 | 49016-08, 09 | Res | SE Corner of Ave N-8 and Bolz Ranch Rd | 109,486 | 0 | 109,486 |
| 247 | 04/05 | 49016-06 | Res | Rancho Vista Golf Course | 20,039 | 0 | 20,039 |
| 248 | 04/05 | 49016-07 | Res | Bolz Ranch Rd (golf course) | 2,970 | 0 | 2,970 |
| 251 | 02/03 | 51989 | Res | Ave N and 50th St West | 5,536 | 0 | 5,536 |
| 252 | 02/03 | 52142-03 | Res | Ave P-8 and 30th St West | 24,579 | 0 | 24,579 |
| 253 | 02/03 | 52142-01, -02 | Res | NW Corner of Ave P-8 and 25th St West | 17,718 | 0 | 17,718 |
| 254 | 02/03 | 46394-01 | Res | Rancho Vista Blvd and Ave O-8 | 34,997 | 0 | 34,997 |
| 255 | 02/03 | 53522 | Res | NE Corner of Ave N and 55th St West | 42,194 | 8,030 | 50,224 |
| 256 | 02/03 | 46602 | Res | SW Corner of Ave N-8 and 55th St West | 13,939 | 37,398 | 51,337 |
| 256-01 | 05/06 | 52489/52490/ 54075/53921 | Res | NE Corner Ave N-8 and 55th St West | 20,011 | 34,825 | 54,836 |
| 257 | 04/05 | 53608 | Res | NW Corner of Ave S-12 and 30th St East | 24,560 | 0 | 24,560 |
| 259 | 03/04 | 53855, 54806 | Res | Ave P-8 and 20th St West | 11,182 | 0 | 11,182 |
| 260 | 03/04 | 48014 | Res | Ave P-8 and Summerwind | 45,876 | 0 | 45,876 |
| 261 | 04/05 | 43689, 43690, 43691 | Res | Rancho Vista Blvd and 11th St West | 6,965 | 0 | 6,965 |
| 262 | 04/05 | 44893 | Res | SE Corner of Ave S and 52nd St East | 11,419 | 0 | 11,419 |
| 263 | 05/06 | 46597 | Res | SW Corner of Ave S-8 and 40th St East | 15,297 | 17,250 | 32,547 |
| 264 | 04/05 | 60053 | Res | NW Corner of Ave R and 40th St East | 20,872 | 21,840 | 42,712 |
| 265 | 04/05 | 53857 | Res | NW Corner of Bolz Ranch Rd and Sawgrass Dr | 16,342 | 0 | 16,342 |
| 266 | 04/05 | 54399 | Res | NE Corner of Ave P-6 and 25th St West | 24,844 | 15,900 | 40,744 |
| 267 | 04/05 | 53199, 54226, & 60745 | Res | Avenue R, 60th East to Palmdale Blvd | 70,634 | 51,220 | 121,854 |
| 268 | 04/05 | 54058-01, 02, 03, 04, & 05 | Res | SE Corner of Ave P-8 and 25th St West | 40,129 | 0 | 40,129 |
| 271 | 05/06 | 53869 | Res | NE Corner of Ave Q-8 and Tierra Subida | 12,129 | 26,924 | 39,053 |
| 272 | 04/05 | 49147-01, 02, & 03 | Res | NW Corner of Ave R and 70th St East | 19,558 | 45,797 | 65,355 |
| 272-01 | 05/06 | 49147-04, 05, & 06 | Res | NW Corner of Ave R and 70th St East | 16,494 | 19,182 | 35,676 |
| 272-02 | 06/07 | 63008 | Res | NW Corner of Ave R and 70th St East | 3,042 | 3,042 | 6,084 |
| 273 | 05/06 | 54339 | Res | SE Corner of Ave M and 70th St West | 38,624 | 0 | 38,624 |
| 274 | 04/05 | 54383 | Res | Turner Dr and 25th St East | 40,451 | 18,700 | 59,151 |
| 275 | 05/06 | 060162,46755 | Res | Meridith Avenue and Rockie Lane | 2,886 | 5,271 | 8,157 |
| 276 | 04/05 | 60128 | Res | Rockie Lane, Ave R-8 to Ave S | 3,057 | 12,103 | 15,160 |
| 277 | 04/05 | 52200 01 & 02 | Res | W of Ave P-12 and 30th St West | 394,956 | 167,158 | 562,114 |
| 278 | 05/06 | 060028, 01, & 02 | Res | SE corner of Ave R and 70th St East | 69,760 | 52,140 | 121,900 |
| 279 | 05/06 | 60462 | Res | Bolz Ranch Rd and Homeridge Dr | 6,965 | 0 | 6,965 |
| 280 | | 53920 | Res | Fort Tejon Road N of SP RailRoad (50th East) | 0 | 0 | 0 |
| 281 | 05/06 | 52921 | Res | SW Corner of Ave S and 60th St East | 48,080 | 12,838 | 60,918 |
| 282 | 05/06 | 61699 | Res | Ave S-2 and Julian Lane | 3,220 | 0 | 3,220 |
| 283 | 05/06 | 61770 | Res | SE Corner of Avenue S and Hillcrest Drive | 8,106 | 0 | 8,106 |

| District[1] | FY Formed | Tract/ Parcel Map | Land Use | General Location | Total Streetscape (SF) | Total On-Site Basin LS (SF) | Total Area (SF) |
|---|---|---|---|---|---|---|---|
| 286 | 05/06 | 60954 | Res | SE Corner of Palmdale Blvd and 50th St East | 10,726 | 22,344 | 33,070 |
| 287 | 05/06 | 46356, 52029 | Res | NE Corner of Pearblossom and 47th East | 30,840 | 303,660 | 334,500 |
| 288 | | 060008 Ph 1 & 2 | Res | SW Corner of Ave S and 62nd St East | 2,663,681 | 37,308 | 2,700,989 |
| 289 | 05/06 | 61660 | Res | NE Corner of Ave Q-13 and 12th St East | 3,655 | 10,664 | 14,319 |
| 290 | 22/23 | 54209 | Res | NE Corner of Ave R and 35th St East | 0 | 0 | 0 |
| 292 | 05/06 | 54301 | Res | North Side of Ave M-8 between 65th and 70th West | 82,547 | 0 | 82,547 |
| 292-01 | 06/07 | 60209 | Res | 70th and M | 34,204 | 19,494 | 53,698 |
| 292-02 | | 60431 | | | 0 | 0 | 0 |
| 293 | 05/06 | 62695 | Res | South Side of Ave N-8 west of Entrar Drive | 24,490 | 0 | 24,490 |
| 294 | 06/07 | 60789 | Res | W side of 40th St East and both sides of Hollowglen DR | 3,042 | 0 | 3,042 |
| 295 | 06/07 | 62068 | Res | N of Ave S and E or Rockie Lane | 10,157 | 41,628 | 51,785 |
| 296 | 05/06 | 62020 | Res | North of Ave S and West of Downing Street | 16,751 | 30,337 | 47,088 |
| 297 | 06/07 | 61610 | Res | South of Palmdale Bl, West of 58th St East | 4,190 | 6,770 | 10,960 |
| 298 | 06/07 | 61611/61981 | Res | N of Ave S, E of 65th St E | 35,987 | 24,175 | 60,162 |
| 299 | 05/06 | 52806 | Res | Between 25th St E and 27th St E 500 ' S of Palmdale Bl | 16,128 | 0 | 16,128 |
| 301 | 06/07 | 62974 | Res | E of 40th St East and S of Ave Q | 19,505 | 13,290 | 32,795 |
| 302 | 06/07 | 60926 | Res | N or Ave R and W of 40th St East | 14,372 | 0 | 14,372 |
| 304 | 07/08 | 53067 | Res | S of Palmdale Blvd, W of 55th St E | 14,307 | 14,384 | 28,691 |
| 305 | | 62371 | | | 0 | 0 | 0 |
| 306 | | 53342 | | | 0 | 0 | 0 |
| 309 | | 61941 | | | 0 | 0 | 0 |
| 312 | 07/08 | 61045 | Res | South of Palmdale Blvd and West of 52nd St East | 12,934 | 12,181 | 25,115 |
| 313 | 07/08 | 62213 | Res | N of Ave S-4 and W of 42nd St E | 7,802 | 8,673 | 16,475 |
| 314 | 06/07 | 51224 | Res | South of Spanish Broom Dr between Firethorn Ave and Waltham | 17,990 | 72,836 | 90,826 |
| 315 | 06/07 | 60511 | Res | S of Avenue R, E of 40th St E | 12,128 | 0 | 12,128 |
| 316 | 06/07 | 49215 | Res | S of Avenue S-8, W of 42nd St East | 1,772 | 0 | 1,772 |
| 317 | | 61443 | Res | | 0 | 0 | 0 |
| 318 | 07/08 | 51451 | Res | Fort Tejon RD and 47th St E south of Ave S and N of the UPRR | 38,800 | 29,000 | 67,800 |
| 319 | 07/08 | 62490/66868 | Res | Corner of Rancho Vista Blvd & Extension of Tilbury Dr | 26,398 | 48,987 | 75,385 |
| 320 | 07/08 | 60431 | Res | N of Ave M-8, W of 70th St W | 85,614 | 99,056 | 184,670 |
| 321 | 14/15 | 66204 | Res | North side of E Ave R-8, bw 57th St E & Segovia Way | 1,917 | 0 | 1,917 |
| 322 | 14/15 | 47510 | Res | SE corner of Tackstem & Ave R | 1,545 | 0 | 1,545 |
| 324 | 22/23 | 73740 | Res | SE corner Taintor Road & Division St | 7,868 | 0 | 7,868 |
| 900 | 04/05 | 54438, 53888 | Res/Comm | Ave S and Bridge Road | 614,466 | 0 | 614,466 |
| 901 | 06/07 | Ritter Ranch | Res | Elizabeth Lake Road | 2,560,000 | 0 | 2,560,000 |
| **Totals:** | | | | | **11,587,100** | **4,826,152** | **16,413,252** |

(1) The City is not currently maintaining landscaping improvements of Assessment District Nos. 173, 277, 288, 900 and 901.

# 8. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2022/23, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following table summarizes the Fiscal Year 2022/23 assessment for the Assessment Districts.

# City of Palmdale
## Landscape Maintenance Assessment Districts and Annexations
## Fiscal Year 2022/23 Assessment Roll Summary

| Assessment District | Parcel Count (1) | EDUs per Assessment District | FY 2022/23 Assessment Amount | FY 2022/23 Proposed Assessment Rate Per EDU | FY 2022/23 Maximum Assessment Rate Per EDU (2) |
|---|---|---|---|---|---|
| 1 | 75 | 75.00 | $2,158.50 | $28.79 | $28.79 |
| 2 | 223 | 223.00 | 28,671.11 | 128.57 | 128.57 |
| 5 | 110 | 110.00 | 36,785.10 | 334.41 | 334.41 |
| 6 | 19 | 19.00 | 4,033.89 | 212.32 | 212.32 |
| 7 | 167 | 167.00 | 21,845.27 | 130.81 | 130.81 |
| 9 | 289 | 289.00 | 39,165.28 | 135.52 | 135.52 |
| 10 | 176 | 176.00 | 7,428.96 | 42.22 | 42.22 |
| 11 | 208 | 208.00 | 98,232.16 | 472.28 | 472.28 |
| 12 | 205 | 205.00 | 70,114.10 | 342.02 | 342.02 |
| 13 | 130 | 130.00 | 2,992.60 | 23.02 | 23.02 |
| 14 | 67 | 67.00 | 3,470.60 | 51.81 | 51.81 |
| 15 | 60 | 60.00 | 18,012.60 | 300.21 | 300.21 |
| 16 | 45 | 45.00 | 21,974.40 | 488.32 | 488.32 |
| 17 | 92 | 92.00 | 15,689.68 | 170.55 | 170.55 |
| 19 | 44 | 44.00 | 16,600.32 | 377.29 | 377.29 |
| 20 | 136 | 136.00 | 26,296.96 | 193.37 | 193.37 |
| 21 | 40 | 40.00 | 11,932.40 | 298.32 | 298.32 |
| 22 | 78 | 78.00 | 44,758.74 | 573.84 | 573.84 |
| 23 | 142 | 142.00 | 23,708.32 | 166.96 | 166.96 |
| 24 | 884 | 884.00 | 203,594.04 | 230.32 | 230.32 |
| 24-1 | 165 | 165.00 | 36,799.95 | 223.04 | 223.04 |
| 24-2 | 95 | 95.00 | 21,187.85 | 223.04 | 223.04 |
| 24-3 | 100 | 100.00 | 39,378.00 | 393.79 | 393.79 |
| 24-4 | 19 | 19.00 | 4,334.09 | 228.11 | 228.11 |
| 24-5 | 170 | 170.00 | 18,691.50 | 109.95 | 109.95 |
| 24-6 | 238 | 238.00 | 29,928.50 | 125.75 | 125.75 |
| 25 | 43 | 43.00 | 5,216.33 | 121.32 | 121.32 |
| 26 | 87 | 87.00 | 9,516.06 | 109.38 | 109.38 |
| 28 | 78 | 78.00 | 6,505.98 | 83.41 | 83.41 |
| 29 | 71 | 71.00 | 8,174.94 | 115.14 | 115.14 |
| 30 | 36 | 36.00 | 11,833.56 | 328.72 | 328.72 |
| 31 | 86 | 86.00 | 8,085.72 | 94.03 | 94.03 |
| 32 | 107 | 107.00 | 24,748.03 | 231.29 | 231.29 |
| 33 | 167 | 167.00 | 34,612.42 | 207.26 | 207.26 |
| 35 | 14 | 14.00 | 1,035.16 | 73.95 | 73.95 |
| 36 | 61 | 61.00 | 6,672.18 | 109.38 | 109.38 |
| 37 | 47 | 47.00 | 3,839.90 | 81.70 | 81.70 |
| 39 | 45 | 45.00 | 5,770.35 | 128.24 | 128.24 |
| 40 | 127 | 127.00 | 44,400.47 | 349.62 | 349.62 |
| 41 | 299 | 299.00 | 38,977.64 | 130.36 | 130.36 |
| 42 | 39 | 39.00 | 12,745.59 | 326.82 | 326.82 |

**City of Palmdale**
**Landscape Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| Assessment District | Parcel Count (1) | EDUs per Assessment District | FY 2022/23 Assessment Amount | FY 2022/23 Proposed Assessment Rate Per EDU | FY 2022/23 Maximum Assessment Rate Per EDU (2) |
|---|---|---|---|---|---|
| 43 | 172 | 172.00 | 30,328.76 | 176.33 | 176.33 |
| 44 | 143 | 143.00 | 31,085.34 | 217.38 | 217.38 |
| 46 | 45 | 45.00 | 13,735.80 | 305.25 | 305.25 |
| 48 | 39 | 39.00 | 2,469.48 | 63.32 | 63.32 |
| 49 | 55 | 55.00 | 7,493.75 | 136.26 | 136.26 |
| 51 | 59 | 59.00 | 6,711.84 | 113.77 | 113.77 |
| 52 | 127 | 127.00 | 27,266.90 | 214.70 | 214.70 |
| 56 | 178 | 178.00 | 5,749.40 | 32.30 | 32.30 |
| 58 | 41 | 41.00 | 4,275.48 | 104.28 | 104.28 |
| 59 | 179 | 179.00 | 15,800.33 | 88.28 | 88.28 |
| 60 | 83 | 81.00 | 15,969.96 | 197.17 | 197.17 |
| 61 | 178 | 178.00 | 43,191.70 | 242.65 | 242.65 |
| 62 | 16 | 16.00 | 8,689.60 | 543.11 | 543.11 |
| 63 | 240 | 240.00 | 42,765.60 | 178.19 | 178.19 |
| 64 | 120 | 120.00 | 7,138.80 | 59.49 | 59.49 |
| 65 | 320 | 320.00 | 36,403.20 | 113.77 | 113.77 |
| 66 | 327 | 327.00 | 50,204.31 | 153.53 | 153.53 |
| 67 | 173 | 173.00 | 10,165.48 | 58.76 | 58.76 |
| 68 | 100 | 100.00 | 22,420.00 | 224.21 | 224.21 |
| 69 | 89 | 89.00 | 8,197.79 | 92.12 | 92.12 |
| 70 | 137 | 137.00 | 21,036.35 | 153.56 | 153.56 |
| 72 | 219 | 219.00 | 39,437.52 | 180.09 | 180.09 |
| 73 | 160 | 160.00 | 23,334.40 | 145.85 | 145.85 |
| 75 | 111 | 111.00 | 29,673.63 | 267.33 | 267.33 |
| 76 | 86 | 84.00 | 8,220.24 | 97.87 | 97.87 |
| 77 | 40 | 40.00 | 11,324.40 | 283.11 | 283.11 |
| 78 | 174 | 174.00 | 38,694.12 | 222.39 | 222.39 |
| 80 | 6 | 101.43 | 15,950.84 | 157.26 | 157.26 |
| 82 | 19 | 19.00 | 4,901.05 | 257.95 | 257.95 |
| 83 | 25 | 25.00 | 1,991.00 | 79.64 | 79.64 |
| 84 | 69 | 69.00 | 18,803.19 | 272.51 | 272.51 |
| 85 | 581 | 581.00 | 114,549.96 | 197.17 | 197.17 |
| 86 | 86 | 86.00 | 6,032.04 | 70.14 | 70.14 |
| 87 | 318 | 318.00 | 46,408.92 | 145.94 | 145.94 |
| 88 | 72 | 72.00 | 19,926.72 | 276.77 | 276.77 |
| 89 | 406 | 406.00 | 46,941.72 | 115.63 | 115.63 |
| 92 | 40 | 40.00 | 8,968.00 | 224.21 | 224.21 |
| 93 | 21 | 21.00 | 1,773.03 | 84.44 | 84.44 |
| 94 | 78 | 78.00 | 14,220.18 | 182.32 | 182.32 |
| 96 | 88 | 88.00 | 4,671.92 | 53.10 | 53.10 |
| 97 | 46 | 46.00 | 4,511.22 | 98.08 | 98.08 |

**City of Palmdale**
**Landscape Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| Assessment District | Parcel Count (1) | EDUs per Assessment District | FY 2022/23 Assessment Amount | FY 2022/23 Proposed Assessment Rate Per EDU | FY 2022/23 Maximum Assessment Rate Per EDU (2) |
|---|---|---|---|---|---|
| 98 | 225 | 225.00 | 23,890.50 | 106.19 | 106.19 |
| 99 | 164 | 164.00 | 15,543.92 | 94.78 | 94.78 |
| 100 | 234 | 233.00 | 5,363.66 | 23.02 | 23.02 |
| 102 | 169 | 169.00 | 10,378.29 | 61.41 | 61.41 |
| 103 | 229 | 229.00 | 18,709.30 | 81.70 | 81.70 |
| 105 | 260 | 260.00 | 17,461.60 | 67.16 | 67.16 |
| 106 | 14 | 14.00 | 6,973.68 | 498.12 | 498.12 |
| 107 | 32 | 32.00 | 8,229.12 | 257.16 | 257.16 |
| 109 | 109 | 109.00 | 7,661.61 | 70.30 | 70.30 |
| 110 | 121 | 121.00 | 9,861.50 | 81.50 | 81.50 |
| 111 | 77 | 77.00 | 14,743.19 | 191.47 | 191.47 |
| 112 | 103 | 103.00 | 11,742.00 | 114.00 | 114.00 |
| 113 | 83 | 83.00 | 8,175.50 | 98.51 | 98.51 |
| 114 | 42 | 42.00 | 8,838.48 | 210.44 | 210.44 |
| 115 | 159 | 159.00 | 12,147.60 | 76.41 | 76.41 |
| 116 | 33 | 33.00 | 4,116.09 | 124.73 | 124.73 |
| 119 | 80 | 80.00 | 35,489.60 | 443.62 | 443.62 |
| 120 | 154 | 154.00 | 25,399.22 | 164.94 | 164.94 |
| 121 | 50 | 48.00 | 12,466.08 | 259.72 | 259.72 |
| 122 | 178 | 178.00 | 50,276.10 | 282.45 | 282.45 |
| 123 | 192 | 192.00 | 9,100.80 | 47.40 | 47.40 |
| 125 | 113 | 113.00 | 10,069.43 | 89.12 | 89.12 |
| 126 | 107 | 107.00 | 20,487.29 | 191.47 | 191.47 |
| 127 | 117 | 117.00 | 6,874.92 | 58.76 | 58.76 |
| 128 | 413 | 413.00 | 110,675.74 | 267.98 | 267.98 |
| 129 | 255 | 255.00 | 92,335.50 | 362.10 | 362.10 |
| 131 | 80 | 80.00 | 13,495.20 | 168.70 | 168.70 |
| 133 | 285 | 285.00 | 39,446.85 | 138.42 | 138.42 |
| 135 | 58 | 58.00 | 3,408.08 | 58.76 | 58.76 |
| 136 | 84 | 84.00 | 10,386.60 | 123.66 | 123.66 |
| 137 | 207 | 207.00 | 23,991.30 | 115.90 | 115.90 |
| 138 | 93 | 93.00 | 11,925.39 | 128.24 | 128.24 |
| 139 | 161 | 161.00 | 41,510.63 | 257.84 | 257.84 |
| 140 | 121 | 121.00 | 8,422.81 | 69.61 | 69.61 |
| 141 | 159 | 159.00 | 63,221.58 | 397.62 | 397.62 |
| 143 | 81 | 81.00 | 8,599.77 | 106.18 | 106.18 |
| 144 | 90 | 90.00 | 8,701.20 | 96.69 | 96.69 |
| 145 | 402 | 402.00 | 61,698.96 | 153.49 | 153.49 |
| 146 | 64 | 64.00 | 28,634.24 | 447.41 | 447.41 |
| 148 | 115 | 115.00 | 3,530.50 | 30.71 | 30.71 |
| 150 | 34 | 33.00 | 11,101.53 | 336.41 | 336.41 |

**City of Palmdale**
**Landscape Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| Assessment District | Parcel Count (1) | EDUs per Assessment District | FY 2022/23 Assessment Amount | FY 2022/23 Proposed Assessment Rate Per EDU | FY 2022/23 Maximum Assessment Rate Per EDU (2) |
|---|---|---|---|---|---|
| 151 | 91 | 91.00 | 10,696.14 | 117.55 | 117.55 |
| 152 | 39 | 115.71 | 111,582.61 | 964.33 | 964.33 |
| 153 | 100 | 100.00 | 21,611.00 | 216.12 | 216.12 |
| 154 | 38 | 25.18 | 28,632.45 | 1,137.30 | 1,137.30 |
| 156 | 81 | 81.00 | 11,516.58 | 142.18 | 142.18 |
| 157 | 16 | 16.00 | 2,947.68 | 184.24 | 184.24 |
| 159 | 46 | 46.00 | 21,053.28 | 457.68 | 457.68 |
| 160 | 112 | 112.00 | 26,966.24 | 240.78 | 240.78 |
| 163 | 75 | 75.00 | 21,897.00 | 291.96 | 291.96 |
| 165 | 85 | 85.00 | 6,769.40 | 79.64 | 79.64 |
| 167 | 21 | 21.00 | 677.04 | 32.24 | 32.24 |
| 168 | 87 | 87.00 | 8,081.43 | 92.90 | 92.90 |
| 171 | 36 | 36.00 | 4,367.52 | 121.33 | 121.33 |
| 173 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 175 | 32 | 32.00 | 8,007.36 | 250.23 | 250.23 |
| 176 | 38 | 38.00 | 7,851.94 | 206.63 | 206.63 |
| 177 | 56 | 56.00 | 19,958.96 | 356.42 | 356.42 |
| 178 | 150 | 150.00 | 52,039.50 | 346.93 | 346.93 |
| 179 | 394 | 394.00 | 79,174.30 | 200.96 | 200.96 |
| 180 | 74 | 74.00 | 31,051.14 | 419.62 | 419.62 |
| 182 | 60 | 60.00 | 18,065.40 | 301.09 | 301.09 |
| 183 | 42 | 42.00 | 12,739.44 | 303.32 | 303.32 |
| 184 | 174 | 174.00 | 42,457.74 | 244.01 | 244.01 |
| 188 | 82 | 82.00 | 9,480.84 | 115.63 | 115.63 |
| 189 | 38 | 38.00 | 8,644.62 | 227.49 | 227.49 |
| 190 | 68 | 68.00 | 8,765.88 | 128.92 | 128.92 |
| 191 | 84 | 84.00 | 7,642.32 | 90.98 | 90.98 |
| 192 | 71 | 71.00 | 6,576.02 | 92.63 | 92.63 |
| 193 | 151 | 151.00 | 34,350.99 | 227.49 | 227.49 |
| 195 | 138 | 179.78 | 35,671.15 | 198.42 | 198.42 |
| 197 | 43 | 43.00 | 25,059.54 | 582.79 | 582.79 |
| 199 | 118 | 118.00 | 3,995.48 | 33.86 | 33.86 |
| 201 | 82 | 82.00 | 11,886.72 | 144.97 | 144.97 |
| 202 | 21 | 21.00 | 7,493.85 | 356.86 | 356.86 |
| 203 | 56 | 56.00 | 10,934.56 | 195.26 | 195.26 |
| 204 | 83 | 83.00 | 9,596.46 | 115.63 | 115.63 |
| 206 | 80 | 80.00 | 14,106.40 | 176.33 | 176.33 |
| 207 | 194 | 194.00 | 16,181.54 | 83.41 | 83.41 |
| 212 | 69 | 69.00 | 21,107.79 | 305.91 | 305.91 |
| 213 | 228 | 228.00 | 33,712.08 | 147.87 | 147.87 |
| 214 | 49 | 49.00 | 12,847.80 | 262.21 | 262.21 |

**City of Palmdale**
**Landscape Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| Assessment District | Parcel Count (1) | EDUs per Assessment District | FY 2022/23 Assessment Amount | FY 2022/23 Proposed Assessment Rate Per EDU | FY 2022/23 Maximum Assessment Rate Per EDU (2) |
|---|---|---|---|---|---|
| 216 | 223 | 223.00 | 35,309.82 | 158.35 | 158.35 |
| 217 | 388 | 388.00 | 181,646.08 | 468.16 | 468.16 |
| 217-01 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 219 | 91 | 91.00 | 12,830.09 | 140.99 | 140.99 |
| 220 | 126 | 126.00 | 9,791.46 | 77.71 | 77.71 |
| 221 | 92 | 92.00 | 72,677.24 | 789.97 | 789.97 |
| 222 | 197 | 197.00 | 75,976.99 | 385.67 | 385.67 |
| 224 | 78 | 78.00 | 4,879.68 | 62.56 | 62.56 |
| 233 | 31 | 31.00 | 5,127.71 | 165.41 | 165.41 |
| 234 | 48 | 48.00 | 3,912.00 | 81.50 | 81.50 |
| 235 | 148 | 148.00 | 33,550.12 | 226.70 | 226.70 |
| 236 | 72 | 72.00 | 7,094.16 | 98.54 | 98.54 |
| 237 | 23 | 23.00 | 18,754.20 | 815.41 | 815.41 |
| 238 | 84 | 84.00 | 26,302.08 | 313.12 | 313.12 |
| 239 | 95 | 95.00 | 15,551.50 | 163.71 | 163.71 |
| 240 | 132 | 132.00 | 61,571.40 | 466.45 | 466.45 |
| 241 | 85 | 85.00 | 60,797.10 | 715.27 | 715.27 |
| 242 | 45 | 45.00 | 1,858.95 | 41.32 | 41.32 |
| 243 | 40 | 40.00 | 38,987.20 | 974.69 | 974.69 |
| 244 | 104 | 104.00 | 63,280.88 | 608.48 | 608.48 |
| 245 | 118 | 118.00 | 71,799.46 | 608.48 | 608.48 |
| 246 | 160 | 158.00 | 96,138.26 | 608.48 | 608.48 |
| 247 | 51 | 51.00 | 31,047.27 | 608.77 | 608.77 |
| 248 | 49 | 49.00 | 29,829.73 | 608.77 | 608.77 |
| 251 | 19 | 19.00 | 1,313.09 | 69.11 | 69.11 |
| 252 | 156 | 156.00 | 22,066.20 | 141.46 | 141.46 |
| 253 | 161 | 161.00 | 20,257.02 | 125.83 | 125.83 |
| 254 | 49 | 49.00 | 23,910.04 | 487.97 | 487.97 |
| 255 | 41 | 41.00 | 38,704.00 | 944.01 | 944.01 |
| 256 | 99 | 99.00 | 39,787.11 | 401.90 | 401.90 |
| 256-01 | 103 | 103.00 | 44,340.47 | 430.49 | 430.49 |
| 257 | 78 | 78.00 | 48,444.24 | 621.09 | 621.09 |
| 259 | 72 | 72.00 | 11,664.72 | 162.01 | 162.01 |
| 260 | 86 | 86.00 | 51,097.76 | 594.16 | 594.16 |
| 261 | 144 | 144.00 | 10,526.40 | 73.11 | 73.11 |
| 262 | 122 | 122.00 | 21,329.26 | 174.83 | 174.83 |
| 263 | 64 | 64.00 | 33,993.60 | 531.15 | 531.15 |
| 264 | 108 | 108.00 | 52,871.40 | 489.56 | 489.56 |
| 265 | 64 | 64.00 | 36,010.88 | 562.67 | 562.67 |
| 266 | 79 | 79.00 | 54,230.34 | 686.46 | 686.46 |
| 267 | 255 | 255.00 | 156,855.60 | 615.13 | 615.13 |

**City of Palmdale**
**Landscape Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| Assessment District | Parcel Count (1) | EDUs per Assessment District | FY 2022/23 Assessment Amount | FY 2022/23 Proposed Assessment Rate Per EDU | FY 2022/23 Maximum Assessment Rate Per EDU (2) |
|---|---|---|---|---|---|
| 268 | 279 | 279.00 | 94,899.06 | 340.14 | 340.14 |
| 271 | 67 | 67.00 | 33,120.11 | 494.34 | 494.34 |
| 272 | 171 | 173.00 | 79,400.09 | 458.97 | 458.97 |
| 272-01 | 172 | 170.00 | 78,064.00 | 459.21 | 459.21 |
| 272-02 | 41 | 41.00 | 18,819.00 | 459.01 | 459.01 |
| 273 | 83 | 83.00 | 65,256.26 | 786.22 | 786.22 |
| 274 | 62 | 62.00 | 53,193.52 | 857.97 | 857.97 |
| 275 | 18 | 33.00 | 24,587.70 | 745.08 | 745.08 |
| 276 | 38 | 38.00 | 22,770.74 | 599.23 | 599.23 |
| 277 | 610 | 0.00 | 0.00 | 0.00 | N/A |
| 278 | 372 | 372.00 | 242,763.48 | 652.60 | 652.60 |
| 279 | 41 | 41.00 | 18,513.55 | 451.56 | 451.56 |
| 280 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 281 | 168 | 168.00 | 67,445.28 | 401.46 | 401.46 |
| 282 | 38 | 38.00 | 7,386.82 | 194.39 | 194.39 |
| 283 | 33 | 33.00 | 6,616.83 | 200.51 | 200.51 |
| 286 | 78 | 78.00 | 46,683.00 | 598.50 | 598.50 |
| 287 | 199 | 198.00 | 82,738.26 | 417.88 | 417.88 |
| 288 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 289 | 23 | 23.00 | 10,715.24 | 465.88 | 465.88 |
| 290 | 97 | 190.00 | 83,506.90 | 439.51 | 439.51 |
| 292 | 180 | 180.00 | 132,602.40 | 736.68 | 736.68 |
| 292-01 | 40 | 40.00 | 29,467.20 | 736.68 | 736.68 |
| 292-02 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 293 | 42 | 42.00 | 27,120.66 | 645.74 | 645.74 |
| 294 | 16 | 16.00 | 7,965.60 | 497.85 | 497.85 |
| 295 | 50 | 50.00 | 33,719.00 | 674.38 | 674.38 |
| 296 | 66 | 66.00 | 43,013.52 | 651.72 | 651.72 |
| 297 | 5 | 0.00 | 0.00 | 0.00 | N/A |
| 298 | 59 | 59.00 | 65,210.34 | 1,105.26 | 1,387.97 |
| 299 | 204 | 204.00 | 41,281.44 | 202.36 | 202.36 |
| 301 | 62 | 62.00 | 47,119.38 | 759.99 | 759.99 |
| 302 | 1 | 0.00 | 0.00 | 0.00 | N/A |
| 304 | 67 | 66.00 | 32,457.48 | 491.79 | 491.79 |
| 305 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 306 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 309 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 312 | 1 | 0.00 | 0.00 | 0.00 | N/A |
| 313 | 2 | 0.00 | 0.00 | 0.00 | N/A |
| 314 | 117 | 117.00 | 76,668.93 | 655.30 | 655.30 |
| 315 | 28 | 28.00 | 19,934.88 | 711.97 | 711.97 |

**City of Palmdale**
**Landscape Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| Assessment District | Parcel Count (1) | EDUs per Assessment District | FY 2022/23 Assessment Amount | FY 2022/23 Proposed Assessment Rate Per EDU | FY 2022/23 Maximum Assessment Rate Per EDU (2) |
|---|---|---|---|---|---|
| 316 | 8 | 0.00 | 0.00 | 0.00 | N/A |
| 317 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 318 | 19 | 0.00 | 0.00 | 0.00 | N/A |
| 319 | 18 | 0.00 | 0.00 | 0.00 | N/A |
| 320 | 3 | 0.00 | 0.00 | 0.00 | N/A |
| 321 | 2 | 0.00 | 0.00 | 0.00 | N/A |
| 322 | 8 | 8.00 | 3,873.20 | 484.15 | 484.15 |
| 323 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 324 | 56 | 112.00 | 12,384.96 | 110.58 | 110.58 |
| 325 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 326 | 0 | 0.00 | 0.00 | 0.00 | N/A |
| 900 | 1,438 | 1,417.00 | 0.00 | 0.00 | N/A |
| 901 | 48 | 5,275.25 | 0.00 | 0.00 | N/A |
| **Totals** | **29,309** | **34,199.35** | **$6,898,051.11** | | |

(1) Includes parcels levied and active parcels not yet subject to the assessment.

(2) Rate for Assessment District Nos. 290 & 324 is per Benefit Unit, as defined in the annexation Engineer's Report for each district.

# CITY OF PALMDALE

*Fiscal Year 2022/23 Engineer's Report For:*

## Park Maintenance and Recreation Improvement District

**May 2022**

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

**Corporate Headquarters**
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
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# 1. ENGINEER'S LETTER

**WHEREAS,** the City Council of the City of Palmdale (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Park Maintenance and Recreation Improvement District (the "District") for Fiscal Year 2022/23, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. The Engineer's Report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2022/23, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE,** the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

| Zone of Benefit | Parcels(1) | SFE Units(2) | FY 2022/23 Proposed Assessment Amount | FY 2022/23 Proposed Assessment Rate Per SFE | FY 2022/23 Maximum Assessment Rate Per SFE |
|---|---|---|---|---|---|
| Zone A | 42,666 | 48,388.01 | $2,816,647.77 | $58.21 | $58.21 |
| Zone B | 360 | 132.59 | 3,856.61 | 29.10 | 29.10 |
| Zone C | 2,252 | 2,044.56 | 119,012.18 | 58.21 | 58.21 |
| **Totals:** | **45,278** | **50,565.16** | **$2,939,516.56** | | |

(1) Includes only parcels levied.
(2) Single Family Equivalent Unit. See "Method of Assessment" for explanation of SFE apportionment.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Palmdale at the time of District formation.

John G. Egan
John G. Egan, P. E.
Assessment Engineer

6/8/22

# 2. INTRODUCTION

## 2.1 Background

In June and July of 2002, the City conducted a city-wide assessment ballot proceeding pursuant to the requirements of Article XIII D of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Landscape and Lighting Act of 1972 for a proposed City of Palmdale Park Maintenance and Recreation Improvement Assessment District to fund improvements to parks and recreational facilities in the City. During this ballot proceeding, property owners in the City were provided with a notice and ballot for a proposed benefit assessment and a 45-day period was provided for balloting. A public hearing to conclude the balloting period was conducted on July 24, 2002.

After the ballots were tabulated, it was determined that 55.9% of the weighted ballots returned were in support of the assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the City gained the authority to approve the levy of the assessments for Fiscal Year 2002/03 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual increase in the maximum authorized assessment rate equal to the annual change in the Consumer Price Index (CPI) for the Los Angeles Area, not to exceed 3% per year. In the event the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved for years in which the CPI change is less than 3%. The initial assessment rate approved in 2002 was $36.00 per single family equivalent benefit unit, plus an annual increase not to exceed 3% according to the CPI for the Los Angeles area.

Due to their greater distance from the public facilities and the new parks and recreation facilities to be installed, maintained, and serviced by the District, areas in the City farthest east and west were deemed to receive less benefit relative to other areas in the City (Zone A) and were assigned 50% of the assessment rate. These areas of reduced proximity were named Zone of Benefit B or Zone B.

As the City has grown and built additional parks, public and recreational facilities, the western area of the City, generally described as the City incorporated areas west of the California Aqueduct, is benefiting from additional parks and recreation areas that can be funded and maintained in part by the District. For Fiscal Year 2006/07 assessments, properties in this western area were classified as being within Zone of Benefit C or Zone C. Since the proximity to parks and recreation facilities in Zone C is generally equivalent to properties within Zone A, the assessments per single family equivalent unit for properties in Zone C were proposed to increase, matching that rate assessed to parcels in Zone A.

In order to allow property owners in Zone C to ultimately decide whether they were in support of the increased assessments in their Zone of Benefit, in 2006, an assessment ballot proceeding was conducted for property owners in Zone C. After the ballots were mailed to property owners in Zone C, a minimum 45-day time period was provided for the return of the assessment ballots. Following this 45-day time period, a public hearing was held on July 5, 2006 for the purpose of allowing public testimony regarding the proposed increased assessments.

At the public hearing the ballots were tabulated and it was determined that 86.18% of the returned ballots from Zone C (weighted by the proportional financial obligation of the property for which ballots are

submitted) were in favor of the proposed increased assessments to match the assessment rate of Zone A. Therefore, the City Council took action, by resolution number CC 2006-191, to approve the levy of the increased assessments in Zone C for Fiscal Year 2006/07.

## 2.2 Process for Annual Assessment

In each subsequent year for which the assessment will be continued, and as required by the procedures specified in the 1972 Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicate the general location of the district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

## 2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[1]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

### GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011) (*Golden Hills*)[2] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) (*Beutz*)[3] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (*SVTA*)[4] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real

[1] *California Constitution Article XIII D Section 4.*
[2] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[3] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[4] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*

property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

### BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (*Tiburon)*[5], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*Proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

### PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017) *(Manteca)*[6] clarified this issue by stating, *"section 4, subdivision (a) of article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

### IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied*."

[5] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*
[6] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

# 3. PLANS AND SPECIFICATIONS

The City maintains park and recreational facilities in locations throughout its boundaries, which contain over 48,000 parcels. The District provides funding for the installation, maintenance, and servicing of parks and recreation facilities within the City, including, but not limited to the City's current parks and recreation facilities:

- Poncitlán Square (4.00 Acres), 38315 9th St. East
- Tejon Park Barrel Springs Equestrian Arena (20.00 Acres), East of Sierra Highway / South of Barrel Springs Road
- Pelona Vista Park (73.00 Acres), 37800 Tierra Subida Avenue
- Manzanita Heights Park (5.00 Acres), 431 Mesa Verde Street
- Arnie Quinones Park (2.50 Acres), 41003 50th Street West
- Desert Sands Park (20.00 Acres), 39117 3rd Street East
- Joe Davies Heritage Airpark at Palmdale Plant 42 (20.00 Acres), 2001 East Avenue P
- William J. McAdam Park & Pool (20.00 Acres), 38115 30th Street East
- Domenic Massari Park (40.00 Acres), 37716 55th Street East
- Sam Yellen Park (24.93 acres), Phase 1 completed (12.00 acres), Avenue S between 47th East and 55th Street East
- Joshua Hills Park (3.64 Acres), 3110 Fairfield Avenue
- Palmdale Playhouse (2,700 square feet), 38334 10th Street East
- Melville J. Courson Park (7.50 Acres), 38226 10th Street East (under construction by developer)
- Legacy Commons (new Palmdale Senior Center opened 2010) (14,000 square feet), 930 East Avenue Q-9
- Palmdale Senior Center Park (1.00 acre) park site between 9th Street East & 10th Street East and Q-9 & Q-10
- Dry Town Waterpark (7.00 acres), at Palmdale Oasis Park, 3850-B East Avenue S
- Palmdale Oasis Recreation Center (17,500 square feet), 3850-A East Avenue S
- Palmdale Oasis Park (33.00 acres), southwest corner of Avenue S and 40th Street East, 3850-A E. Avenue S
- Competition Swimming Pool at Palmdale Oasis Park, 3850-C East Avenue S
- Marie Kerr Park (57.00 Acres), 39700 30th Street West & 2723 Rancho Vista Boulevard
- Palmdale Amphitheater at Marie Kerr Park, 2723 Rancho Vista Boulevard
- Best of the West Softball Complex, at Marie Kerr Park, 2723-F Rancho Vista Boulevard
- Competition Swimming Pool at Marie Kerr Park, 2723 Rancho Vista Boulevard
- Marie Kerr Recreation Center, 2723-A Rancho Vista Boulevard
- Lot adjacent to Amphitheatre/Marie Kerr Park (20.00 Acres), (not developed, currently used for overflow parking), 2723 Rancho Vista Boulevard
- Dr. Robert C. St. Clair Parkway (8.72 Acres), Sierra Highway
- Demonstration Garden (0.76 Acres), NEC of Palmdale Boulevard & Sierra Highway
- Foothill Park (12.33 Acres), 2525 The Groves
- Anaverde Hills Park (6.42 Acres), 2820 Greenbrier Street

- Larry Chimbole Cultural Center (19,300 square feet), 38350 Sierra Highway
- Hammack Activity Center/ Roller Hockey Rinks (29,000 square feet), 815 East Avenue Q-6 (Boys & Girls Club)
- Rancho Vista Neighborhood Park (5.00 Acres), Bolz Ranch / Town Center Road (not developed)
- Palmenthol History Park (16.30 Acres), Avenue S & 20th Street East (not developed)
- A.C. Warnack Nature Park (131.27 Acres), East of Godde Hill & South of the California Aqueduct (not developed)

## 3.1 Description of Improvements and Services

The assessments shall also provide funding for the installation, maintenance, and servicing of new parks and recreation facilities, including, but not limited to new neighborhood and community parks, family aquatics facility, covered swimming pools, additional recreation centers, public amphitheater, additional sports fields, improvements to park safety including enhanced lighting, replacement of antiquated playground equipment, additional park maintenance services, acquisition of lands for parks and recreation uses, and expansion of existing parks and recreation areas.

The work and improvements (the "improvements") proposed to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment, provide special benefit to assessor parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Act the improvements are generally described as follows:

Installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, park grounds and facilities, playground equipment, hard court surfaces, amphitheaters, tennis courts, gymnasiums, senior centers, recreation centers, aquatic parks, running tracks, walking paths, sports fields, basketball courts, swimming pools, landscape corridors, open space, trails, other recreational facilities, ground cover, shrubs and trees, irrigation and sprinkler systems, landscaping, drainage systems, lighting, fencing, entry monuments, graffiti removal and repainting, and labor, materials, supplies, utilities, equipment, and any debt service on bonds or other indebtedness issued for the improvements as applicable, at each of the locations owned, operated or maintained by the City. Plans and specifications for these improvements are filed with the Director of Parks and Recreation of the City and are incorporated herein by reference.

As applied herein, "Installation" means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, and/or the construction of playground equipment, play courts, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or any part of any improvement; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current or energy for the operation or lighting of any improvements, and the furnishing of water for irrigation of any landscaping or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code Section 22526). The assessment proceeds will be exclusively used for improvements within the District plus incidental expenses. Reference is made to the plans and specifications, including specific expenditure and improvement plans by park/recreation site, which are on file with the City.

# 4. ESTIMATE OF COSTS

The estimate of costs provided in this Engineer's Report is for Fiscal Year 2022/23 and is derived from a multi-year, City-wide parks and recreation improvement plan that includes significant new recreation facilities such as neighborhood and community parks, a family aquatics center, two covered year-round swimming pools, two recreation centers, a public amphitheater, a multi-field softball complex, improvements to park safety including enhanced lighting, additional walkways and trails, replacement of antiquated playground equipment, and enhanced park maintenance services.

The estimated costs of maintenance and servicing the improvements as described in the Plans and Specifications are summarized below.

| Park Maintenance and Recreation Improvement District Budget | |
|---|---|
| **Description** | **Proposed FY 2022/23 Costs** |
| Beginning Fund Balance | $2,139,159.55 |
| | |
| **Installation, Maintenance & Servicing Costs** (1) | |
| Maintenance & Operation of Vision Facilities | $2,435,900.00 |
| Maintenance of Parks & Recreation Facilities (2) | 4,068,500.00 |
| **Totals for Installation, Maintenance & Servicing** | **$6,504,400.00** |
| | |
| **Less: City Contribution** (3) | **($2,601,760.00)** |
| | |
| **Net Cost of Installation, Maintenance & Operation** | **$3,902,640.00** |
| | |
| **Incidental Costs** | |
| Collection and Administration | $64,300.00 |
| **Totals for Incidentals** | **$64,300.00** |
| | |
| **Less: Fund Balance Contribution** | **($1,027,423.44)** |
| | |
| **Fiscal Year 2022/23 Net Amount to be Assessed** (4) | **$2,939,516.56** |
| Estimated Ending Fund Balance | $1,111,736.11 |

| Budget Allocation to Property (5) | | | | |
|---|---|---|---|---|
| **Zone of Benefit** | **Parcels** (6) | **SFE Units** (7) | **FY 2022/23 Maximum Assessment Rate Per SFE** | **FY 2022/23 Amount to be Assessed** |
| Zone A | 42,666 | 48,388.01 | $58.21 | $2,816,647.77 |
| Zone B | 360 | 132.59 | 29.10 | 3,856.61 |
| Zone C | 2,252 | 2,044.56 | 58.21 | 119,012.18 |
| **Totals:** | **45,278** | **50,565.16** | | **$2,939,516.56** |

Notes to Estimate of Costs:

(1) Additional details regarding budgeted improvements and future projects are as follows:
    - Rancho Vista Park – park site with open space, restrooms, playground, and parking lot.
    - Vacant lot next to Amphitheater – design for park and ride.
    - Arnie Quinones Park – design of future additional features including restroom, paved parking lot, lighting, tot lot, and pathways.
    - Marie Kerr Park Upgrades – tot lot upgrades.
    - Dry Town Water Park Upgrades – refurbishment of three existing slides, tower, and Little Miner's camp.
    - Dry Town Lazy River Replastering – replastering of lazy river, construction was expected to begin April 2020.
    - Palmdale Oasis Park Upgrades – design and possible construction of play area, playground equipment, restroom facility, landscaping and irrigation of fields, additional parking.
    - Domenic Massari Upgrades – sidewalk improvements throughout the park construction was expected to begin summer 2020, three new basketball courts with covers and upgrades to existing basketball court.
    - Sam Yellen Park – design of Phase 2 upgrades.
    - McAdam Park Renovations – upgrades to existing restroom facility.
    - Sports Field Renovation – field upgrades and renovations as needed at various park sites.

(2) The item, “Maintenance of Park and Recreation Facilities,” would provide funding for enhanced maintenance of all parks and recreation facilities on a daily basis, seven days per week. Services would include mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.

(3) As determined in the following section, at least 40% of the $6,504,400 total cost of Park Improvements, Installation, Maintenance and Servicing, must be funded from sources other than the assessments, to cover any general benefits from the improvements. Therefore, $2,601,760 or 40% of the total for Installation, Maintenance and Servicing is for general benefits that cannot be assessed to property owners in the District. The additional amount contributed is the City’s contribution in excess of the estimated general benefits.

(4) Includes installment rounding for Los Angeles County tax roll purposes.

(5) The Act stipulates that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Engineer’s Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The City may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining unexpended balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' Assessments.

(6) Includes only parcels levied.

(7) Single Family Equivalent Unit. See "Method of Assessment" for explanation of SFE apportionment.

# 5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits derived from the improvements to park and recreation facilities and improvements throughout the City, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District. ***Previous annual Engineer's Reports were prepared by a different engineer of record and specific language from the prior year Engineer's Report[7] has been referenced to describe the Method of Apportionment within the following section of this report.*** [8]

The District consists of all assessor parcels within the boundaries of the City. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the District or to the public at large. Special benefit is calculated for each parcel in the District using the following process:

1. Identification of all benefit factors derived from the improvements;
2. Calculation of the proportion of these benefits that are general;
3. Determination of the relative special benefit within different areas within the District;
4. Determination of the relative special benefit per property type; and
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes.

## 5.1 Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit, including benefit that is indirect or derivative, must be funded from another source. This special benefit is received by property over and above any general benefits from the improvements. With reference to the requirements for assessments, Section 22573 of the Act states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must reasonably exceed the cost of the assessment:

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

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[7] *Annual Engineer's Report, City of Palmdale, Park Maintenance and Recreation Improvement District, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020 ("Prior Engineer's Report").*

[8] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Park Maintenance and Recreation Improvement District, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The *SVTA* decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel, and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The *SVTA* decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

> *The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Finally, Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit (Art. XIIID, sections 2(i) & 4(f)). The *SVTA* decision further clarifies that special benefits must provide a direct advantage to benefiting property and that proximity to a park is an example of a special benefit.

## 5.2 Benefit Factors

The improvements are expected to confer certain special benefits to parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described below:

### EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS

In large part, because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The parks in the District provide these larger outdoor areas that serve as an effective extension of the land area for proximate properties because the improvements are uniquely proximate and accessible to property in close proximity to the improvements. The improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the "NPRA"), neighborhood parks in urban areas have a service area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for neighborhood parks and neighborhood green spaces were specifically established to give all properties within these service radii close proximity and easy walking access to such public land areas. Likewise, community parks, with their large size, have a somewhat larger service area. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the improvements - and this advantage is not received by other properties or the public at large.

An analysis of the service radii for the improvements finds that all properties in the District enjoy the distinct and direct advantage of being close and proximate to parks within the District. The benefiting properties in the District therefore uniquely and specially benefit from the improvements.

### PROXIMITY TO IMPROVED PARKS AND RECREATIONAL FACILITIES

Only the specific properties within close proximity to the improvements are included in the District. Therefore, property in the District enjoys unique and valuable proximity and access to the improvements that the public at large and property outside the District do not share.

In absence of the assessments, the improvements would not be provided and the parks and recreation areas in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

### ACCESS TO IMPROVED PARKS, OPEN SPACE AND RECREATIONAL AREAS

Since the parcels in the District are nearly the only parcels that enjoy close access to the improvements, they directly benefit from the unique close access to improved parks, open space and recreation areas that are provided by the assessments. This is a direct advantage and special benefit to property in the District.

### IMPROVED VIEWS

The District, by maintaining the landscaping at its park, recreation and open space facilities provides improved views to properties with direct line-of-sight as well as other local properties which benefit from improved views when property is accessed. Therefore, the improved and protected views provided by the assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

## 5.3 Benefit Finding

In summary, real property located within the boundaries of the District distinctly and directly benefits from closer proximity, access and views of improved parks, recreation facilities, open space, landscaped corridors, greenbelts, trail systems and other public resources funded by the assessments. The improvements are specifically designed to serve local properties in the District, not other properties or the public at large. The public at large and other properties outside the District receive only limited benefits from the improvements because they do not have proximity, good access or views of the improvements. These are special benefits to property in the District in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

## 5.4 General Versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but

cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section. In other words:

| Total Benefit | = | General Benefit | + | Special Benefit |
|---|---|---|---|---|

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. *SVTA* provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline. A formula to estimate the general benefit is listed below:

| General Benefit | = | Benefit to Real Property Outside the District | + | Benefit to Real Property Inside the District that is Indirect and Derivative | + | Benefit to the Public at Large |
|---|---|---|---|---|---|---|

Special benefit, on the other hand, is defined in the California Constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The *SVTA* decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In this assessment, as noted, properties in the District have close and unique proximity, views and access to the improvements and uniquely improved desirability from the improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the District or the public at large.

## 5.5 Calculating General Benefit

Pursuant to information detailed in the Prior Engineer's Report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

### BENEFIT TO PROPERTY OUTSIDE THE IMPROVEMENT DISTRICT

Properties within the District receive almost all of the benefits from the improvements because properties in the District enjoy unique close proximity and access to the improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the improvements, but outside of the boundaries of the District, may receive some benefit from the improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessments.

The properties outside the District and within the proximity radii for neighborhood parks in the District receive benefits from the improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to the public at large and other property. A 50% reduction factor is applied to these properties because they are all on only one side of the improvements while properties in the District enjoy the advantage of over twice the average proximity to the improvements. Per the Prior Engineer's Report, the general benefit to property outside of the District is calculated as follows:

**Assumptions:**

| | |
|---|---|
| 5,190 | parcels outside the District but within 0.5 miles of a park within the District |
| 47,684 | parcels in the District |
| 50% | relative benefit compared to property within the District |

**Calculation of General Benefit to Property Outside the District**

= 5,190 / (47,684 + 5,190) * 50% = **4.9%**

Although it can reasonably be argued that the improvements inside, but near the District boundaries are offset by similar park and recreational improvements provided outside, but near the District boundaries, we use the more conservative approach of finding that 4.9% of the improvements may be of general benefit to property outside the District.

### BENEFIT TO PROPERTY INSIDE THE DISTRICT THAT IS INDIRECT AND DERIVATIVE

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the District. Nevertheless, the *SVTA* decision indicates that there may be general benefit "conferred on real property located in the district". A measure of the general benefits to property within the assessment area is the percentage of land area within the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 3% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

### BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's parks and recreational facilities are used and enjoyed by individuals who do not contribute to the assessment in any way (i.e. do not pay the assessment or local taxes or fees that support the City.[9] A

[9] *Per the formation engineer, when District facilities are used by those individuals, the facilities are not providing benefit to property within the City. Use under these circumstances is a measure of general benefit. For example, a non-resident who is drawn to utilize the City facilities and shops at local businesses while in the area would provide special benefit to business properties as a result of his or her use of the Improvements. Conversely, one who uses City facilities but does not reside, work, shop or own property within the City boundaries does not provide special benefits to any property and is considered to be a measure of the general benefits.*

survey of park and recreation facility usage conducted by the formation engineer found that less than 8% of the City's park and recreation facility usage is by those who do not live or work within City boundaries. [10]

Several of the improvements such as the family aquatics center, amphitheater and sports complex are the type of public resources that draw residents from throughout the community. Therefore, they are deemed to be of benefit to all properties within the City. Due to their "draw" these types of facilities may also serve to bring in somewhat higher numbers of people who do not contribute to the assessment in any way. Of the proposed facilities, the Family Aquatics Center warrants further analysis to estimate potential resident/non-resident use. Resident/non-resident use statistics vary depending on the specifics of the community such as proximity to other communities and location of other similar aquatics centers. The City is largely separated by distance from other urbanized areas, which should serve to reduce the percentage of non-resident use. Data from other communities deemed to be similar in amenities and location finds that the percentage of non-resident use can vary from 15% up to approximately 50%. A non-resident use percentage of 50% will be used as a conservative estimate for this facility.

Although many of the non-resident users of the City's aquatics facility will shop or work in the community, this unadjusted data will be used as a conservative measure of general benefits. This measure of the general benefits from family aquatics facilities is combined with the findings of the park and recreation facility usage survey to conservatively estimate the overall level of general benefits. Using an equal weighting of both measures of general benefits, 29% of the benefits conferred by the proposed maintenance and improvements are determined to be general benefits to the public at large.

### TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, the Prior Engineer's Report found that approximately 37% of the benefits conferred by the improvements may be general in nature and should be funded by sources other than the assessment.

**General Benefit Calculation:**

| | |
|---|---|
| 4.9% | Outside the District |
| + 3.0% | Property within the District |
| + 29.0% | Public at Large |
| **= 36.9%** | **Total General Benefit** |

Although the analysis finds that 36.9% of the assessment may provide general benefits, the Prior Engineer's Report established a requirement for a minimum contribution from sources other than the assessments of 40%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits. The City's total budget for maintenance and operation of its parks and recreational facilities is $6,504,400. Of this total budget amount, the City will contribute at least $2,601,760 (or 40%) from sources other than the assessments, to cover any general benefits that cannot be assessed to property owners in the District.

[10] *A total of 534 park users were surveyed at different parks and recreation facilities on different days and times between the months of July 2001 and March 2002. 41 respondents (7.7%) indicated that they did not reside or work within the City.*

## 5.6 Zones of Benefit

As detailed in the Prior Engineer's report, the boundaries of the District have been carefully drawn to include the properties in the City that are proximate to the proposed improvements and that would materially benefit from the improvements. In other words, the boundaries of the District have been narrowly drawn to include only properties that will specially benefit from the proposed improvements and would receive a declining level of service if the assessments were not approved.

The *SVTA* decision indicates:

> *In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not "particular and distinct" and are not "over and above" the benefits received by other properties "located in the district."*
>
> *We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values).*

In the District, the advantage that each parcel receives from the improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment.

Due to their greater distance and reduced proximity from the improvements, one area of the City is deemed to receive lesser benefit from the improvements than other urbanized areas of the City. The area of reduced relative benefit is generally described as all parcels east of 90th Street East on the south and east of US Air Force Plant 42, and all parcels east of 50th Street East on the north and east of US Air Force Plant 42. This area is hereinafter referred to as Zone of Benefit B or Zone B and is depicted on the Assessment Diagram included with this report.

In Fiscal Year 2006/07 a new zone of benefit, Zone of Benefit C or Zone C, was created for parcels previously designated as being also within Zone B and located in the western areas of the District. Zone C covers all contiguous parcels within the boundaries of the City, generally west and south of the California Aqueduct, including all the parcels in Assessor's Parcel Books 3205, 3206, 3216 and 3217, within the boundaries of the City. The special benefit received by parcels in Zone C was revised as public parks and recreation facilities are installed, maintained and serviced by the District closer to property in Zone C, making the special benefit to be received in this area similar to that of areas in Zone A. As a result of the additional special benefits, an increased rate of assessment was proposed for parcels in Zone C, and after receiving the support of the property owners in Zone C, the increased assessment rate was first applied for Fiscal Year 2006/07.

All other properties within the District are classified into Zone of Benefit A or Zone A. All three Zones of Benefit, Zones A, B and C, are depicted on the Assessment Diagram included with this report and are listed on the Assessment Roll.

Zone A and Zone C improvements are similarly accessible to all properties within each Zone of Benefit. Therefore, benefits from the improvements do not further vary based on proximity of the parcels to the improvements within Zone A and Zone C because the increased benefits of greater proximity to the improvements are generally offset by a parallel increase in negative factors such as higher levels of traffic, noise, etc. that comes with increased proximity.

Since properties in Zone B (east) are generally twice the distance from the improvements funded by the assessments, it is estimated that the relative level of benefit to properties in Zone B is 50% the benefit received by properties in Zone A and Zone C. The proposed assessments for properties in Zone B will therefore be 50% of the amount of assessment for similar properties in Zone A and Zone C. The relative proximity to improvements is generally equivalent in Zone A and Zone C so the assessment rates for Zones A and C are equal.

## 5.7 Method of Assessment

As previously discussed, the assessments provide specific improvements that confer direct and tangible special benefits to properties in the District. These benefits can partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.[11]

It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property. [12]

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this report, all properties are designated a SFE value, which is each property's relative benefit in relation

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[11] *As detailed in the Annual Engineer's Report, City of Palmdale, Park Maintenance and Recreation Improvement District, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

[12] *For example, in Federal Construction Co. v. Ensign (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: "Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city's sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense."*

to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, alternatives were considered. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because commercial, industrial, and other properties also receive direct benefits from the improvements.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So, the potential population of employees or residents is a measure of the special benefits received by the property. Larger parcels, therefore, receive an increased benefit from the improvements.

Finally, the special benefits derived from the improvements are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the City's park and recreational facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the information from the Prior Engineer's Report determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential and its proximity to parks and recreational facilities. This method is further described below.

### RESIDENTIAL PROPERTIES

Certain residential properties in the District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses and townhomes are included in this category of single family residential property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property, the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home and the average size of multi-family residential units versus the average size of single family homes. The population density factors for the City, as depicted below, provide a partial basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the City from the 1990 Census (the most recent data available when the District was established) and dividing it by the total number of such households, finds that approximately 3.32 persons occupy each single family residence, whereas an average of 2.69 persons

occupy each multi-family residence. Using the ratio of one Population Factor for each single-family residence, which equates to one Population Factor for every 3.32 persons, a 0.81 Population Factor would equate to one multi-family unit or a 0.81 Population Factor for every 2.69 residents. Likewise, each condominium unit receives a 0.81 Population Factor and each mobile home receives a 0.86 Population Factor.

**Residential Density and Population Factors**

| | Total Population | Occupied Households | Persons per Household | Population Factor |
|---|---|---|---|---|
| Single Family Residential | 49,488 | 14,905 | 3.32 | 1.00 |
| Condominium | 1,194 | 442 | 2.70 | 0.81 |
| Multi-Family Residential | 12,560 | 4,667 | 2.69 | 0.81 |
| Mobile Home on Separate Lot | 5,292 | 1,854 | 2.85 | 0.86 |

Source: 1990 Census, City of Palmdale.

Once established, Population Factors are adjusted to reflect the average structure size of different residential properties. This adjustment is needed because the special benefits are deemed to be relative to the potential population density and building area per dwelling unit. The average structure size of a single family residence in the City is 1,715 square feet, whereas the average multi-family residence is 920 square feet per unit, or 54% of the size of a single family residence. Likewise, the average condominium unit is 73% of the size of a single family residence and the average mobile home is 50% of the size of a single family residence. These building area percentages are applied to the Population Factors to determine the SFE benefit factors for residential properties. Therefore, multi-family properties with a 0.81 Population Factor and a 54% building area percentage will receive a 0.43 SFE.[13] Likewise, condominium units receive a 0.59 SFE and mobile homes on separate parcels receive a 0.43 SFE.

**Residential Assessment Benefit Factors**

| | Average Square Feet | % of SFR | Population Factor | SFE Factor |
|---|---|---|---|---|
| Single Family Residential | 1,715 | 100% | 1.00 | 1.00 |
| Condominium | 1,250 | 73% | 0.81 | 0.59 |
| Multi-Family Residential | 920 | 54% | 0.81 | 0.43 |
| Mobile Home on Separate Lot | 855 | 50% | 0.86 | 0.43 |

The SFE factor of 0.43 per dwelling unit for multi-family residential properties applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore, the benefit for properties in excess of 20 units is determined to be 0.43 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

[13] *(0.81 * 54% = 0.43)*

## COMMERCIAL/INDUSTRIAL PROPERTIES

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties. In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the "SANDAG Study") are used because these findings were approved by the State Legislature as being a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24.

In comparison, the average number of people residing in a single family home in the area is 3.32. Since the average lot size for a single family home in the City is approximately 0.20 acres, the average number of residents per acre of residential property is 16.60.

The employee density per acre is generally 1.45 times the population density of single family residential property per acre (24 employees per acre / 16.60 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a commercial/industrial property with 1.45 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 1.45 employees is the basis for allocating commercial/industrial benefit.

The table below shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per fifth of an acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per fifth of an acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

**Commercial/Industrial Density and Assessment Factors**

| Type of Commercial/Industrial Land Use | Average Employees per Acre [1] | SFE Units per 1/5 Acre [2] |
|---|---|---|
| Commercial | 24 | 1.00 |
| Office | 68 | 2.84 |
| Shopping Center | 24 | 1.00 |
| Industrial | 24 | 1.00 |
| Self Storage or Parking Lot | 1 | 0.05 |

(1) Source: San Diego Association of Governments Traffic Generators Study.
(2) The SFE factors for commercial and industrial parcels are applied by the fifth of an acre of land area or portion thereof. Therefore, the minimum assessment for any assessable parcel in these categories is the SFR units listed herein.

### VACANT PROPERTIES

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the Fiscal Year 2002/03 assessed valuation data for the City from the County of Los Angeles, found that approximately 35% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 35% of the benefits are related to the underlying land and 65% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.35 per parcel.

The value of properties increases as properties are approved for parcel division and development. Likewise, the special benefits received by vacant property increases as the property is approved for parcel division and development. When property is approved for parcel division and development with a final map, the property has passed the final significant hurdle to development and can shortly undergo construction. Since the property is nearing the point of development, its special benefits increase. In addition, these properties are generally sold soon after completion of improvements, so the properties receive the additional benefit of desirability from prospective buyers due to the special benefits provided by proximity to the improvements in the City. It is therefore determined that property with tentative or final map approval receives 25% of the relative benefit per mapped dwelling unit or mapped parcel acreage compared to improved property of similar use-type.

### OTHER PROPERTIES

Article XIII D stipulates that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the improvements.

All properties that are specially benefited are assessed. Other publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, reservoir or other water rights parcels that cannot be developed into other improved uses, limited access open space parcels, watershed parcels and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the improvements and are assessed an SFE benefit factor of 0.

As detailed by the formation engineer, church parcels and property used for educational purposes typically generate employees on a less consistent basis than other non-residential parcels. Many of these parcels also provide some degree of on-site amenities that serve to offset some of the benefits from the District. In addition, the City maintains reciprocal use arrangements with many educational properties that allow for the public, recreational use of these properties. Such public use tends to reduce the use and wear of City facilities. Therefore, these parcels receive minimal benefit and are assessed an SFE factor of 1.[14]

[14] *As detailed in the Engineer's Report, City of Palmdale, Park Maintenance and Recreation Improvement District, Fiscal Year 2002/03 dated April 2002.*

## 5.8 Cost of Living Inflator

Property owners in the District approved in an assessment ballot proceeding in 2002 the initial fiscal year benefit assessment for special benefits to their property including a Consumer Price Index ("CPI") increase schedule. As a result, the assessment may continue to be levied annually and may be increased up to the maximum annual CPI without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

The assessment rate is subject to an annual increase tied to the annual change in the Consumer Price Index for the Los Angeles Area as of January of each succeeding year, with the maximum annual increase not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied, increased annually by the maximum of: 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The annual percentage change in the CPI from January 2021 to January 2022 was 7.506%, and there was 0.00% of the Unused CPI carried over (as described above). Therefore, the cost of living inflator for Fiscal Year 2022/23 is 3.00%.

## 5.9 Fiscal Year 2022/23 Maximum Assessment

The maximum authorized assessment rate for Fiscal Year 2022/23 is increased by 3.00% which equates to $58.21 per SFE for Zones A and C, and $29.10 per SFE for Zone B. The District's budget, provided in the Estimate of Costs section of this Engineer's Report, proposes assessments for Fiscal Year 2022/23 at the rate of $58.21 per SFE for Zones A and C and $29.10 for Zone B, which is equal to the maximum authorized assessment rate.

## 5.10 Duration of Assessment

It is proposed that the assessment be levied for Fiscal Year 2002/03 and continued every year thereafter, so long as the parks and recreational areas need to be improved and maintained and the City requires funding from the assessments for District improvements. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

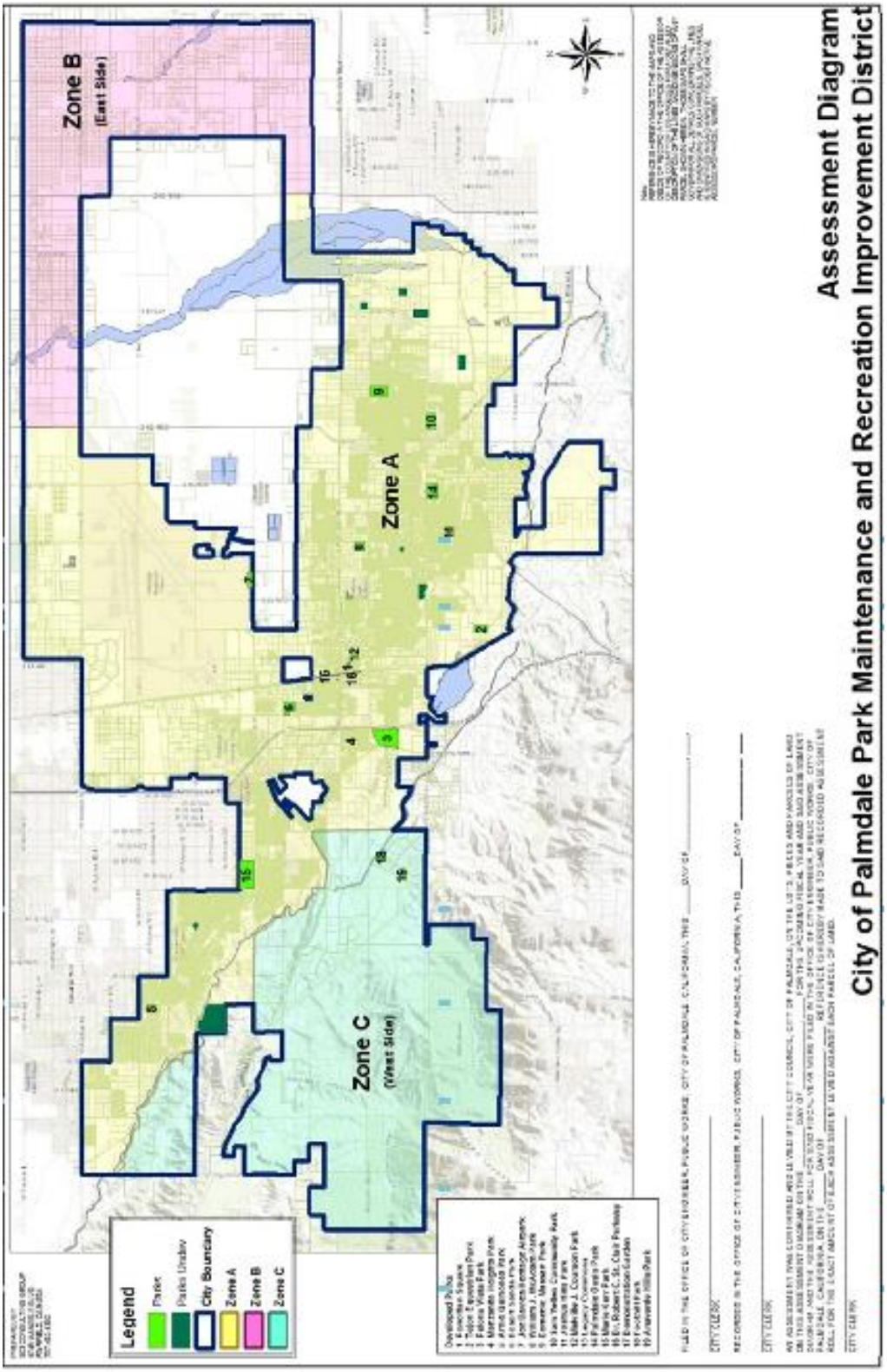
## 5.11 Appeals and Public Hearing

Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Palmdale Public Works department. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Palmdale Public Works Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the Public Works Engineer of the City of

Palmdale or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Engineer or her or his designee shall be referred to the Director of Public Works of the City of Palmdale, and the decision of the Director of Public Works of the City of Palmdale shall be final.

# 6. ASSESSMENT DIAGRAM

The District includes all properties within the boundaries of the City. The boundaries of the District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Engineer's Report was prepared, and are incorporated by reference herein and made part of this Engineer's Report.


Zone B
(East Side)
Zone A
Zone C
(West Side)
Legend
Parks
Parks Undev
City Boundary
Zone A
Zone B
Zone C
Assessment Diagram
City of Palmdale Park Maintenance and Recreation Improvement District

# 7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2022/23, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following table summarizes the Fiscal Year 2022/23 assessment for the District.

| Zone of Benefit | Parcels (1) | SFE Units | FY 2022/23 Rate Per SFE | FY 2022/23 Assessment Amount |
|---|---|---|---|---|
| Zone A | 42,666 | 48,388.01 | $58.21 | $2,816,647.77 |
| Zone B | 360 | 132.59 | 29.10 | 3,856.61 |
| Zone C | 2,252 | 2,044.56 | 58.21 | 119,012.18 |
| **Totals:** | **45,278** | **50,565.16** | | **$2,939,516.56** |

(1) Includes only parcels levied.

# CITY OF PALMDALE

*Fiscal Year 2022/23 Engineer's Report For:*

## Streetlight Maintenance Assessment Districts and Annexations

**May 2022**

Prepared by:


NBS
helping communities fund tomorrow

nbsgov.com

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# 1. ENGINEER'S LETTER

**WHEREAS,** the City Council of the City of Palmdale (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Streetlight Maintenance Assessment Districts and Annexations (the "Districts") for Fiscal Year 2022/23, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2022/23, the diagram for the Districts, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the Districts in proportion to the special benefit received.

**NOW THEREFORE,** the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the Districts in proportion to the special benefit received.

| District[1] | Parcels[2] | EDUs[3] | Proposed FY 2022/23 Assessment Amount[4] |
|---|---|---|---|
| District No. 1 and No. 4 | 6,588 | 9,902.706 | $1,152,234.44 |
| District No. 2 | 1,419 | 1,480.918 | 171,254.73 |
| District No. 3 | 44 | 44.000 | 66,532.40 |
| District No. 5 | 31,568 | 34,901.500 | 3,078,659.97 |
| **Totals:** | **39,619** | **46,329.124** | **$4,468,681.54** |

(1) Includes District and Annexations. District No. 1 and No. 4 are combined for County tax roll purposes.
(2) Includes only parcels levied.
(3) Equivalent Dwelling Unit.
(4) A list of the Districts and Annexations containing the total proposed Fiscal Year 2022/23 assessments, the number of parcels assessed and assessment rate are detailed in Section 8 of this Engineer's Report.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Palmdale at the time of each District formation.

REGISTERED PROFESSIONAL ENGINEER
JOHN G. EGAN
No. 14853
CIVIL
EXPIRATION DATE 3/31/23
STATE OF CALIFORNIA

John G Egan
John G. Egan, P. E.
Assessment Engineer
6/8/22

# 2. INTRODUCTION

## 2.1 Background

The City provides maintenance and servicing of certain publicly owned streetlights throughout the City. In order to fund the maintenance and operation (the "Services") of these projects and improvements, the City has formed five Streetlight Maintenance Assessment Districts, including subsequent Annexations, covering over 40,880 parcels (which includes parcels that are active, but not yet subject to the assessment). The Districts have been formed and the levies have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Landscape and Lighting Act of 1972, and Article XIII D of the California Constitution (the "Article XIII D").

## 2.2 Assessment District Inventory

Currently, there are five Streetlight Maintenance Assessment Districts with 166 Annexation Districts overall, although some Annexations are not assessed (see the following section for annexation exceptions):

**District No. 1** consists of residential and non-residential developments located throughout the City and that are not included within a Los Angeles County Lighting Maintenance District. District No. 1 has 143 individual annexations encompassing approximately 6,760 parcels.

**District No. 2** includes the Anaverde Master Planned Community. District No. 2 includes two annexations and approximately 1,460 parcels.

**District No. 3** includes the Ritter Ranch Master Planned Community that encompasses currently only 48 parcels. The number of parcels at build out is expected to be approximately 6,500 parcels, although this number will likely be subject to revision once development resumes in this area.

**District No. 4**, similar to District No. 1, consists of residential and non-residential developments located throughout the City, that are not included within a Los Angeles County Lighting Maintenance District, and that were annexed on or after 2010. District No. 4 has 24 individual annexations including approximately 80 parcels.

**District No. 5** also consists of residential and non-residential developments located throughout the City. The designation of "District No. 5" was used for the first time in Fiscal Year 2014/15 to identify the approximately 32,900 parcels within the City that were previously covered under the Los Angeles County Lighting Maintenance District No. 1616 (CLMD 1616). LA County administered the streetlights assessments and managed the streetlights improvements up to Fiscal Year 2013/14. Starting Fiscal Year 2014/15 the City took over these functions from the County.

The designation of the existing Districts is as follows:

**District No. 1**, located throughout the City includes Annexation Nos. 001; 003 through 007; 009; 011; 013 through 080; 082 through 092; 095 through 097; 099 through 111; 113 through 117; 119 through 132; 134 through 137; 139 through 141, 144 through 152, 154, and 186.

**District No. 2**, located in the Anaverde Master Planned Community consists of two districts, 800 and 801. Starting in Fiscal Year 2012/13 the numbers assigned to the districts in Anaverde will be in the 800 series.

**District No. 3**, located in the Master Planned Community of Ritter Ranch consists of one district. Starting in Fiscal Year 2012/13 the numbers assigned to the districts in Ritter Ranch will be in the 900 series.

**District No. 4**, located throughout the City includes Annexation Nos. 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, 178, 180, 184 and 193.

**District No. 5**, located throughout the City and includes only one district, No. 91616, with approximately 32,900 parcels.

For a detailed description of the above-mentioned Districts and Annexations, see Section 7 of this Engineer's Report.

## 2.3 Annexation Exceptions and Other District Information

Per City Policy, the projects within the Districts and Annexations that have been issued construction permits and have begun construction will be assessed.

Annexation Nos. 002, 008, 010, and 012 have overlapping LA County lighting districts and are not assessed by the City.

Annexation Nos. 058, 077, 116, 119, 124, 130, 131, 132, 145, 147, 148, 150 and 151 will not be assessed for Fiscal Year 2010/11 and future years.

Annexation Nos. 146, 149 and 152 were assessed for the first time in Fiscal Year 2009/10.

Annexation Nos. 154 and 155 were assessed for the first time in Fiscal Year 2010/11.

Annexation No. 156 was assessed for the first time in Fiscal Year 2011/12.

Annexation Nos. 801 was assessed for the first time in Fiscal Year 2012/13.

Annexation Nos. 161 and 163 were assessed for the first time in Fiscal Year 2013/14.

Annexation Nos. 162 and 166 were assessed for the first time in Fiscal Year 2014/15.

Annexation Nos. 159, 164, and 167 were assessed for the first time in Fiscal Year 2015/16.

Annexation Nos. 144, 173 and 175 were assessed for the first time in Fiscal Year 2019/20.

Annexation Nos. 180 and 184 were be assessed for the first time in Fiscal Year 2020/21.

Annexation Nos. 070, 072, 121, 128, 139, 157, 158, 160, 165, and 169 will not be assessed until development starts.

Annexation Nos. 168 and 193 were assessed for the first time in Fiscal Year 2021/22.

Annexation No. 091, 095, 111, 129, 186 will be assessed for the first time in Fiscal Year 2022/23.

Annexation 060 has been dissolved as of April 6, 2016. The homeowner's association will undertake the maintenance of all improvements and services beginning Fiscal Year 2016/17.

## 2.4 Process for Annual Assessment

In each subsequent year for which the assessment will be continued and as required by the procedures specified in the 1972 Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

## 2.5 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[1]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

### GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011) (*Golden Hills*)[2] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) (*Beutz*)[3] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (*SVTA*)[4] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real

[1] *California Constitution Article XIII D Section 4.*
[2] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[3] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[4] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*

property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

### BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (*Tiburon)*[5], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*Proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

### PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017) *(Manteca)*[6] clarified this issue by stating, *"section 4, subdivision (a) of article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

### IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied*."

[5] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*
[6] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

# 3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the Districts defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

1. The installation, maintenance, and servicing of local streetlight and traffic signal structures in close proximity, within approximately 90 feet, to certain lots and parcels which provide a direct special benefit to such lots or parcels.
2. The installation, maintenance, and servicing of peripheral streetlight and traffic signal structures which provide a special benefit to all the assessable parcels within the Districts and Annexations whether or not such parcels are in close proximity to such lighting.
3. The installation or construction of public lighting facilities, or the acquisition of any existing improvements.

Plans and Specifications for the improvements for the Districts are voluminous and are not bound in this Engineer's Report but by this reference are incorporated and made a part of this report. The Plans and Specifications are on file in the office of the Director of Public Works where they are available for public inspection.

Article XIII D of the California Constitution defines "maintenance and servicing expenses" as, "the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care and supervision necessary to properly operate and maintain a permanent public improvement". The improvement funding includes, but is not limited to, the removal, repair, replacement or relocation of light standards, poles, bulbs, fixtures and appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and servicing of the local and peripheral lighting and traffic signal improvements benefiting the parcels within the Districts.

The improvements to be maintained and serviced within the Districts are to be part of the local and peripheral streetlight and traffic signal system of the City that confers special benefit to the Districts' parcels. The specific location of both local and peripheral streetlight and traffic signal improvements within the City can be found on the Streetlight Inventory Maps maintained by the City and on file in the office of the Director of Public Works where they are available for inspection. The City also maintains a lamp location list that is a tabulated listing of every street in the Districts by alphabetical order. Included in the items listed for each lamp are the exact location by street address number and lamp size.

Also included within the City streetlight system are traffic signals and highway safety lights (lights mounted on traffic signal poles). Traffic signal improvements may include both local and peripheral traffic signals. Local traffic signals are signals or portions thereof installed within the Districts. Peripheral traffic signals are portions of traffic signals installed outside of the Districts.

The improvements to be maintained and serviced within the Districts include Southern California Edison-owned streetlights within the right of way of the local public streets located within the boundaries of the Districts. These lights are all within close proximity to the parcels within the Districts and have been

identified as receiving local lighting benefit in the Method of Assessment, and as such, provide special benefit to these parcels.

Peripheral streetlight improvements are located outside of the Districts; however, they do benefit parcels within the Districts to some degree.

Specifications for streetlights, traffic signals, and their installation within the Districts are included within a previously executed contract by and between the City and Southern California Edison, a copy of which is available in the Engineering Services Division of the Public Works Department.

The local lighting and peripheral lighting costs assessed in the existing Los Angeles County Streetlight District are not assessed as a part of the Districts identified in this Engineer's Report. Only costs outside the existing Los Angeles County Streetlight District boundaries will be assessed as a part of the Districts.

All streetlight maintenance will be performed by Southern California Edison.[7]

[7] *As detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

# 4. ESTIMATE OF COSTS

The Fiscal Year 2022/23 estimated costs of maintenance and servicing the improvements as described in the Plans and Specifications are summarized below. The full itemized budget for the Districts is voluminous and is not bound in this Engineer's Report but by reference is incorporated and made a part of this Engineer's Report. The itemized budget is on file in the Department of Public Works, where it is available for public inspection. The tables below show the budget summary for the Districts.

| **Streetlight Maintenance Assessment Districts and Annexations Budget<br>Budget Summary, Fiscal Year 2022/23** | |
|---|---|
| **Description** | **Proposed<br>FY 2022/23 Costs** |
| | |
| **Streetlight Maintenance District No. 1 and No. 4** | |
| Direct Maintenance Costs | $288,058 |
| Utility Costs | 633,729 |
| Other Costs | 230,447 |
| Total Estimated Expenditures | $1,152,234 |
| **Fiscal Year 2022/23 Amount to be Assessed** | **$1,152,234** |
| | |
| **Streetlight Maintenance District No. 2** | |
| Direct Maintenance Costs | $42,813 |
| Utility Costs | 94,190 |
| Other Costs | 34,251 |
| Total Estimated Expenditures | $171,255 |
| **Fiscal Year 2022/23 Amount to be Assessed** | **$171,255** |
| | |
| **Streetlight Maintenance District No. 3** | |
| Direct Maintenance Costs | $16,633 |
| Utility Costs | 36,593 |
| Other Costs | 13,306 |
| Total Estimated Expenditures | $66,532 |
| **Fiscal Year 2022/23Amount to be Assessed** | **$66,532** |
| | |
| **Streetlight Maintenance District No. 5** | |
| Direct Maintenance Costs | $769,665 |
| Utility Costs | 1,693,263 |
| Other Costs | 615,732 |
| Total Estimated Expenditures | $3,078,660 |
| **Fiscal Year 2022/23 Amount to be Assessed** | **$3,078,660** |
| | |
| **Total Fiscal Year 2022/23 Amount to be Assessed – All Districts** | **$4,468,682** |

A listing of the Districts containing the total Fiscal Year 2022/23 assessments, number of parcels to be assessed parcels, and the assessment rate per EDU is included in Section 8 of this Engineer's Report.

The following cost descriptions apply to the budget:

### DIRECT COSTS

**Maintenance Costs/Edison Costs.** Labor, Material, and Equipment - Includes all labor, material, and equipment including electricity required to properly maintain and service the streetlight structures and appurtenant facilities within each District. All improvements within the Districts will be maintained and serviced on a regular basis.

**Renovation.** Repairs that are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damage due to vandalism and traffic accidents. Planned upgrades of the improvements that provide a direct benefit to the Districts may also be included in renovation costs. [8]

### UTILITY COSTS

**Electricity.** The furnishing of electricity required for the operation of the street lighting, applicable to service for the lighting of streets and highways of the lighting equipment and associated facilities.

### OTHER COSTS

**Personnel/Overhead.** The cost of City staff for providing the coordination for Southern California Edison maintenance and servicing, responding to public concerns, and levying and collecting assessments. This includes reimbursement for time spent by Finance and Accounting, the City Attorney, the City Manager, and the Public Works staff.

**Consultants.** The cost of contracting with professionals to provide services specific to the levy and annual administration.

**Professional Fees.** These are the costs of contracting with professionals to provide any additional administrative or engineering services specific to the annexation such as the cost to prepare and mail notices of the public meeting and hearing, or preparation of assessment diagrams.

**County Administration Fees.** The costs charged by the County to place the assessments on the property tax rolls.

[8] *Costs descriptions as detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

# 5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the improvements throughout each District, as well as a description of the assessment methodology used to apportion the total assessment to properties within each District. ***Previous annual Engineer's Reports were prepared by a different engineer of record and language from the prior year Engineer's Report[9] has been referenced to describe the Method of Apportionment within the following section of this report.[10]***

The Districts consist of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this report and the parcels identified by the Assessor Parcel Numbers listed with the included levy roll. The parcel list includes all privately and publicly owned parcels with the boundaries. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the Districts over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

## 5.1 Special Benefit

The improvements are expected to confer certain special benefits to parcels within each District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcel is more fully described as follows:

> *In the Districts, the streetlight and traffic signal improvements are installed by the developers/owners, subdividers of the land. The continued maintenance is guaranteed through the inclusion of the land into a streetlight maintenance district. If the installation of the improvements and the guaranteed maintenance did not occur, the individual lots would not have been originated and could not have been sold to any distinct and separate owner. The origination of each distinct and separate lot is a special benefit, which permits the construction of a building or structure on the property and the ownership and sale of the distinct lot in perpetuity.*
>
> *All the lots are established at the same time once the conditions regarding the improvements and the continued maintenance are met. As a result, each lot within the Districts receives a special and distinct benefit from the improvements and to the same degree.*
>
> *Over time, the improvements continue to confer a particular and distinct special benefit upon parcels within the Districts because of the nature of the improvements. The proper maintenance of the streetlights and appurtenant facilities reduces property-related*

[9] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020 ("Prior Engineer's Report").*

[10] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

*crimes, especially vandalism, against properties in the Districts. All of the above mentioned items also contribute to a specific enhancement to each of the parcels within the Districts.*

The *SVTA* decision clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits.

In addition to the special benefits described above (i.e., the origination of each parcel and reduction of crime) the proximate street lights clearly make each parcel safer, more visible, more accessible, more useful, more valuable and more desirable; and this further strengthens the basis of these assessments.[11]

## 5.2 General Versus Special Benefit

General benefit is an overall and similar benefit to the public at large resulting from the improvements to be maintained by the assessments levied. Specific language describing the relationship and proportion of Special Benefit versus General Benefit from the Prior Engineer's Report has been included below:

The proceeds from the Districts are used to fund increased levels of maintenance to the Districts' improvements that serve and benefit the properties in the Districts. In the absence of the Districts, such improvements would not be properly maintained. Therefore, the Districts' purpose is to ensure that the necessary and beneficial public facilities for property in the Districts are properly maintained and repaired over time. The assessments will ensure that street lighting and associated improvements within and adjacent to the Districts are functional, well maintained and safe. These public resources directly benefit the property in the Districts and will confer distinct and special benefits to the properties within the Districts. Moreover, the absence of the improvements, a condition of development would not be met and future construction in the Districts could be denied. The creation of individual lots, if any, and the approval for construction in the Districts, is the overriding clear and distinct special benefit conferred exclusively on property in the Districts and not enjoyed by other properties outside the Districts. Therefore, the improvements provide special benefit to property in the Districts over and above the general benefits conferred to the public at large or properties outside the Districts.

Although the improvements maintained by the services may be available to the general public at large, the improvements and services are specifically designed, located and created to provide additional and improved resources for property inside the Districts, and not the public at large. Other properties that are outside the Districts do not enjoy the unique proximity and other special benefit factors described previously. These improvements and services are of special benefit to properties located within the Districts because they provide a direct advantage to properties in the Districts that would not be provided in the absence of the improvements. Any general benefits to surrounding properties outside of the Districts, if any there were, are collateral and conferred concomitantly. [12]

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[11] *As detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020*

[12] *As detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

## 5.3 Quantification of General Benefit

Although the Prior Engineer's Report analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City, Los Angeles County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of facilities (e.g. curbs, gutters, streets, drainage systems, etc.). This funding from other sources more than compensates for general benefits, if any, received by the properties within the Districts.

### STEP 1 – CALCULATION OF GENERAL BENEFIT

The general benefits from this assessment may be quantified as illustrated in the following table.

**Calculation of General Benefit(1)**

| Benefit Factor | Relative Weight | General Benefit Contribution | Relative General Benefit |
|---|---|---|---|
| Improved safety and security lighting for property | 5 | 25% | 1.25 |
| Improved ingress and egress to property for vehicular traffic and pedestrians | 5 | 25% | 1.25 |
| Creation of individual lots for development or approval of building improvements | 90 | 0% | 0 |
| | 100 | | 2.5 |
| | **Total Calculated General Benefit =** | | **2.5%** |

(1) Per the Prior Engineer's Report.

As a result, the City will contribute at least 2.5% of the total budget from sources other than the assessment. This contribution offsets any general benefits from the improvements and services.

### STEP 2 – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

Pursuant to the Prior Engineer's Report, the overall general benefit contribution is the sum of the following components:

The City owns, maintains, rehabilitates and replaces curb and gutter along the border of the Districts' improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City owns and maintains a storm drainage system along the border of the Districts' improvements. This system serves to prevent flooding and associated damage to the improvements, and manage urban runoff including local pollutants loading from the improvements. The contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 1%.

The City owns and maintains local public streets along the border of the Districts' improvements. These public streets provide access to the improvements as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs, and is conservatively estimated to contribute 25%.

Therefore, the total General Benefit is conservatively quantified at 2.5% which is more than offset by the total non-assessment contribution towards general benefit of 28%.

## 5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit based upon the relative special benefit for each property. The precise language from the Prior Engineer's Report has been provided below:

> *The Districts' assessments are based on land use so that property owners are assessed in proportion to the benefits received. The land uses defined below are descriptive of all parcels in existence within Districts in Fiscal Year 2009/2010. In the event there is a question regarding the land use designation of any parcel in the Districts, the Department of Public Works will be responsible for administratively assigning one of the land uses listed below.*

***Land Use Definitions***

| ***Land Use Code*** | ***Land Use Description*** |
|---|---|
| *RES* | *Single family residential parcels that benefit from local lighting* |
| *RES-X* | *Single family residential parcels that do not benefit from local lighting* |
| *CONDO* | *Condominium or town home parcels that benefit from local lighting* |
| *APT* | *Multiple family residential parcels that benefit from local lighting* |
| *APT-X* | *Multiple family residential parcels that do not benefit from local lighting* |
| *MH* | *Mobile homes that benefit from local lighting* |
| *MH-X* | *Mobile homes that do not benefit from local lighting* |
| *NONRES* | *Non-residential parcels that benefit from local lighting* |
| *NONRES-X* | *Non-residential parcels that do not benefit from local lighting* |
| *VACANT* | *Parcels without a building or similar structure that benefit from local lighting* |
| *VACANT-X* | *Parcels without a building or similar structure that do not benefit from local lighting* |
| *EXEMPT* | *Parcels exempt by law from the assessment, or those parcels that do not benefit for the Districts and Annexations* |

*Properties that do not benefit from local streetlights are designated with an "X" in the Land Use Code, and are not assessed for local lighting, but are assessed for their share of the costs for peripheral lighting and engineering and incidentals.*

***Local Lighting Apportionment.*** *The special benefit from the maintenance, operation, and servicing of local streetlights within the Districts only accrues to those parcels within the Districts located in areas where such lighting is provided. Therefore, parcels outside the Districts and/or without local streetlights are not assessed for the cost of providing such maintenance. Generally, a parcel is determined to have local lighting provided if a streetlight is within approximately 90 feet of the parcel. However, parcels within the Districts, regardless of location, are considered to benefit from such improvements installed within the Districts.*

*Regarding local lighting, there exists the core benefit of available lighting for every parcel in the Districts near a streetlight. This "Availability" benefit is apportioned to parcels in the Districts on a per parcel basis. In addition to this benefit, parcels in the Districts benefit from improved safety related to the parcel itself ("Safety to Property").*

***Safety to Property.*** *The Safety to Property benefit results in a special benefit to both residential and vacant non-developable parcels because local lighting maintenance, operation, and servicing provides for the protection of buildings and personal property against crime such as theft and vandalism. The Safety to Property benefit is apportioned to properties in the Districts based on relative property size as available from the City of Palmdale Planning Department.*

***Local Traffic Signal Apportionment****. The special benefit from the maintenance, operation, and servicing of local traffic signals, including highway safety lights mounted on the traffic signals within the Districts is similar to the streetlights. However, traffic signals are typically installed outside of the development and therefore benefit the general public.*

*Traffic signals are installed as a result of the increased traffic generated by the development. There is no safety to property benefit as a result of the traffic signals. Therefore, the determination of benefit for traffic signals will use the same table as streetlights without the safety to property component.*

*The following Table - Local Lighting Benefit Factors shows the breakdown of the benefit points assigned to each land use for those properties located in District Nos. 1 through 4.*

***Local Lighting Benefit Factors***

| ***Land Use Description*** | ***Safety Benefit*** | ***Availability Benefit*** | ***Total Equivalent Dwelling Units (EDUs)*** |
|---|---|---|---|
| *Single Family Residential (SFR)* | *0.75/unit* | *0.25/parcel* | *1.00 EDU/parcel* |
| *Condominium* | *0.55/unit* | *0.25/parcel* | *0.80 EDU/parcel* |
| *Multi-family up to 20 units* | *0.54/unit* | *0.25/parcel* | *0.54 EDU/unit + 0.25 EDU/parcel* |
| *Multi-family more than 20 units* | *0.45/unit + 1.80/parcel* | *0.25/parcel* | *0.45 EDU/unit + 2.05 EDU/parcel* |
| *Mobile Home up to 20 units* | *0.33/unit* | *0.25/parcel* | *0.33 EDU/unit + 0.25 EDU/parcel* |
| *Mobile Home more than 20 units* | *0.20/unit + 2.60/parcel* | *0.25/parcel* | *0.20 EDU/unit + 2.85 EDU/parcel* |
| *Nonresidential* | *2.50/acre* | *1.50/acre* | *4.00 EDU/net acre* |
| *Vacant* | *0.25/parcel* | *0.25/parcel* | *0.50 EDU/parcel* |

*An EDU (Equivalent Dwelling Unit) is used as a way to relate dissimilar land uses such as commercial and residential. As an example, one acre of commercial is approximately equal to 4 residential parcels.*

***Peripheral Streetlights/Traffic Signals Apportionment.*** *All parcels in the Districts receive a special benefit from the installation, maintenance, operation, and servicing of safety lighting and streetlights, and traffic signals on peripheral streets located outside of the Districts. The peripheral lighting, traffic signals, safety lighting and capital improvements (Arterial Lighting) are provided throughout the City and all properties in the Districts may easily access these improvements. In contrast to the Local Lighting, Peripheral Lighting benefits properties primarily because the properties are provided safe peripheral street access. Therefore, Peripheral Lighting benefits will be apportioned to parcels in the Districts on a per unit basis taking into account demographic population information.*

*Vacant properties, which have no people residing on the property, also benefit from Peripheral Lighting because of the convenience associated with emergency vehicle access and other traffic that must use the arterial streets to service the vacant properties in the Districts. Therefore, vacant parcels are assigned a per parcel benefit point. Vacant parcels are assigned benefit points based on the core benefit attributable to every assessable parcel in the Districts from Peripheral Lighting of 0.25 benefit points per parcel.*

*The following Table - Peripheral Lighting Benefit Factors shows the breakdown of the benefit points assigned to each land use for all assessable property in the Districts.*

***Peripheral Lighting Benefit Factors***

| ***Land Use Description*** | ***Total Benefit Points*** |
|---|---|
| *Single Family Residential (SFR)* | *1.00 EDU/parcel* |
| *Condominium* | *0.85 EDU/parcel* |
| *Multiple Family* | *0.95 EDU/parcel* |
| *Mobile Home* | *0.40 EDU/unit* |
| *Nonresidential* | *1.00 EDU/7,200 square feet (parcel size)* |
| *Vacant* | *0.25 EDU/parcel* |

*The following Table – Local Traffic Signal Benefit Factors shows the breakdown of the benefit points assigned to each land use for all assessable property in the Districts.*

***Local Traffic Signal Benefit Factors***

| ***Land Use Description*** | ***Total Benefit Points*** |
|---|---|
| *Single Family Residential (SFR)* | *0.75 EDU/parcel* |
| *Condominium* | *0.68 EDU/parcel* |
| *Multiple Family* | *0.45 EDU/parcel + 0.25 per parcel* |
| *Mobile Home* | *0.20 EDU/unit + 0.25 per parcel* |
| *Nonresidential* | *2.50 EDU/acre* |
| *Vacant* | *0.25 EDU/parcel* |

*Peripheral streetlights and traffic signals will remain peripheral until such time as they fall within the Districts. At such time, the streetlight or traffic signal will be removed from the peripheral inventory and placed within the Districts local lighting inventory. The total assessment for a parcel is thus a combination of the local lighting, traffic signals, and peripheral lighting benefit factors. Each element (local streetlights, local traffic signals, and peripheral improvements) will be determined individually.*

***Local Streetlights.*** *Assessments for local street lighting will be determined using factors from the Table - Local Lighting Benefit Factors and the current EDU assessment rate to maintain local streetlights within each individual District.*

***Peripheral Improvements.*** *Assessments for peripheral improvements will be determined using factors from the Table - Peripheral Lighting Benefit Factors and the current EDU assessment rate to maintain these peripheral improvements throughout the Districts.*

***Local Traffic Signals.*** *Assessments for local traffic signals will be determined using factors from the Table - Local Traffic Signal Benefit Factors and the current EDU assessment rate to maintain traffic signals within each individual District.*

## 5.5 Assessment District No. 5 Benefit Factors

Starting with Fiscal Year 2014/15, the City took over the administration of the streetlight assessments and the maintenance of the streetlight improvements within Streetlight Assessment District No. 5 consisting of approximately 32,790 parcels of residential and non-residential developments located throughout the City that were previously covered under the Los Angeles County Lighting Maintenance District No. 1616 (CLMD 1616). Los Angeles County administered the streetlights assessments and managed the streetlights improvements up to Fiscal Year 2013/14.

District No. 5 was formed to provide for the financing of streets lights within the District No. 5 boundaries after receiving the approval by property owners in 2003. District No. 5 method of assessment assigns benefit units according to the Los Angeles County land use codes, as shown in the following table.

**District No. 5 Benefit Factors**

| Use Code | Use Code Description | Benefit Units |
|---|---|---|
| 01XX | SINGLE RESIDENCE | 1.00 |
| 02XX | DOUBLE, DUPLEX, OR TWO UNITS | 2.00 |
| 03XX | THREE UNIT SINGLE RESIDENCES | 2.50 |
| 04XX | FOUR UNIT SINGLE RESIDENCE | 3.50 |
| 05XX | FIVE UNITS OR MORE SINGLE RESIDENCES | 4.00 |
| 06XX | MODULAR HOMES | 1.00 |
| 07XX | MOBILE HOMES | 1.00 |
| 08XX | ROOMING HOUSES | 4.50 |
| 09XX | MOBILE HOME PARKS | 8.00 |
| 10XX | COMMERCIAL | 0.00 |
| 11XX | STORES | 4.00 |
| 12XX | STORE AND OFFICE COMBINATIONS | 4.00 |
| 13XX | DEPARTMENT STORES | 8.00 |
| 14XX | SUPERMARKETS | 8.00 |
| 15XX | SHOPPING CENTERS (NEIGHBORHOOD, COMMUNITY) | 6.50 |
| 16XX | SHOPPING CENTERS (REGIONAL) | 6.50 |
| 17XX | OFFICE BUILDINGS | 3.00 |
| 18XX | HOTEL AND MOTELS | 8.00 |
| 19XX | PROFESSIONAL BUILDINGS | 3.00 |
| 20XX | COMMERCIAL | 0.00 |
| 21XX | RESTAURANTS, COCKTAIL LOUNGES, TAVERNS | 5.00 |
| 22XX | WHOLESALE AND MANUFACTURING OUTLETS | 6.50 |
| 23XX | BANKS, SAVINGS AND LOANS | 3.00 |
| 24XX | SERVICE SHOPS (ELECTRIC REPAIR, PAINT SHOP, LAUNDRY) | 3.00 |
| 25XX | SERVICE STATIONS - FULL SERVICE | 4.00 |
| 26XX | AUTO SERVICE SHOPS (BODY & FENDER COMMERCIAL GARAGE) | 6.00 |
| 27XX | PATRON OR EMPLOYEE PARKING LOTS (COMMERCIAL USE PROPERTIES) | 2.50 |
| 28XX | ANIMAL KENNELS | 2.00 |
| 29XX | NURSERIES OR GREENHOUSES | 2.00 |
| 30XX | INDUSTRIAL | 0.00 |
| 31XX | LIGHT MANUFACTURING PLANTS/SHOPS | 5.00 |
| 32XX | HEAVY MANUFACTURING PLANTS | 6.50 |
| 33XX | WAREHOUSING, DISTRIBUTION, STORAGE (UNDER 10,000 SQ FT) | 5.00 |
| 34XX | FOOD PROCESSING PLANTS | 5.00 |
| 35XX | MOTION PICTURE, RADIO, AND TELEVISION INDUSTRIES | 6.50 |
| 36XX | LUMBER YARDS | 3.00 |
| 37XX | MINERAL PROCESSING PLANTS | 5.50 |
| 38XX | PARKING LOTS (INDUSTRIAL USE PROPERTIES) | 2.00 |
| 39XX | OPEN STORAGE | 5.50 |
| 40XX | IRRIGATED FARMS | 0.00 |

## District No. 5 Benefit Factors

| Use Code | Use Code Description | Benefit Units |
|---|---|---|
| 41XX | IRRIGATED FRUITS AND NUTS ORCHARDS | 1.00 |
| 42XX | IRRIGATED VINEYARDS | 1.00 |
| 43XX | IRRIGATED VINE AND BUSH FRUIT FARMS | 1.00 |
| 44XX | IRRIGATED TRUCK CROPS | 1.00 |
| 45XX | IRRIGATED FIELD CROPS | 1.00 |
| 46XX | IRRIGATED PASTURE | 1.00 |
| 47XX | IRRIGATED DAIRY FARM | 1.00 |
| 48XX | POULTRY FARMS | 1.00 |
| 49XX | FEED LOTS | 1.00 |
| 50XX | DRY FARMS | 0.00 |
| 51XX | DRY FRUITS AND NUTS ORCHARDS | 1.00 |
| 52XX | DRY VINEYARDS | 1.00 |
| 53XX | DRY FIELD CROPS | 1.00 |
| 54XX | DRY PASTURE | 1.00 |
| 55XX | DRY TIMBERLANDS - PINE | 1.00 |
| 56XX | DRY TIMBERLANDS - FIR | 1.00 |
| 57XX | DRY TIMBERLANDS - REDWOOD | 1.00 |
| 58XX | DESERT LANDS | 1.00 |
| 59XX | WASTE LANDS | 1.00 |
| 60XX | RECREATIONAL | 0.00 |
| 61XX | INDOOR MOVIE THEATRES | 5.00 |
| 62XX | WATER RECREATION | 0.00 |
| 63XX | BOWLING ALLEYS | 8.00 |
| 64XX | CLUBS, LODGES, FRATERNAL ORGANIZATIONS | 4.00 |
| 65XX | ATHLETIC AND AMUSEMENT FACILITIES | 6.50 |
| 66XX | GOLF COURSES | 3.00 |
| 67XX | RACE TRACKS | 3.00 |
| 68XX | CAMPS | 3.00 |
| 69XX | ICE SKATING RINK | 8.00 |
| 70XX | INSTITUTIONAL | 0.00 |
| 71XX | CHURCHES | 2.00 |
| 72XX | SCHOOLS (PRIVATE) | 2.00 |
| 73XX | COLLEGES, UNIVERSITIES (PRIVATE) | 6.50 |
| 74XX | HOSPITALS | 6.50 |
| 75XX | HOMES FOR AGED AND OTHERS | 3.00 |
| 76XX | SENIOR DAY CAE | 0.00 |
| 77XX | CEMETERIES, MAUSOLEUMS, MORTUARIES | 1.00 |
| 78XX | INSTITUTIONAL – OPEN | 0.00 |
| 79XX | INSTITUTIONAL – OPEN | 0.00 |
| 80XX | MISCELLANEOUS | 0.00 |
| 81XX | COMMERCIAL & MUTUAL UTILITY: PUMPING PLANTS, STATE ASSESSED | 2.00 |
| 82XX | MINING | 0.00 |
| 83XX | PETROLEUM AND GAS | 2.00 |
| 84XX | PIPELINES AND CANALS | 0.00 |
| 85XX | RIGHTS-OF-WAY | 0.00 |
| 86XX | WATER RIGHTS | 0.00 |
| 87XX | RIVERS AND LAKES | 0.00 |
| 88XX | GOVT OWNED PROPERTY - OPEN | 0.00 |
| 89XX | DUMP SITES | 1.00 |

## 5.6 Cost of Living Inflator

Annually, the amount of assessments for the Districts may be increased, based upon the Consumer Price Index, All Urban Consumers, for Los Angeles-Long Beach-Anaheim Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Assessment Engineer shall compute the percentage difference between the CPI for February of the current year and the CPI for the previous February, and shall then adjust the existing assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Assessment Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

Alternatively, Assessment Districts Nos. 1, 2, 3, and 4 may use the Southern California Edison and California Public Utilities Commission (CPUC) approved rates for each light fixture adjustment schedule as the basis for adjustment of the annual rates. As a result, the assessment may be continued to be levied annually and may be increased by up to the maximum annual CPI adjustment (or CPUC adjustment for Assessment Districts Nos. 1, 2, 3, and 4), without any additional assessment ballot proceeding. Further, in the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding. [13]

For Fiscal Year 2022/23, the maximum authorized assessment rates for the Districts are increased by 7.40%, based on the increase of the February 2021 to February 2022 CPI, for All Urban Consumers in the Los Angeles-Long Beach- Anaheim Area, of 7.40%.

## 5.7 Fiscal Year 2022/23 Maximum Assessment

The Fiscal Year 2022/23 maximum authorized assessment rates for the Districts are included in Section 8 of this Engineer's Report.

## 5.8 Duration of Assessment

The Districts were formed or annexed in previous years. It is proposed that the assessments be continued every year after their formation or annexation, so long as the public improvements need to be maintained and improved, and the City requires funding from the assessments for these improvements in each District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

## 5.9 Appeals and Interpretation

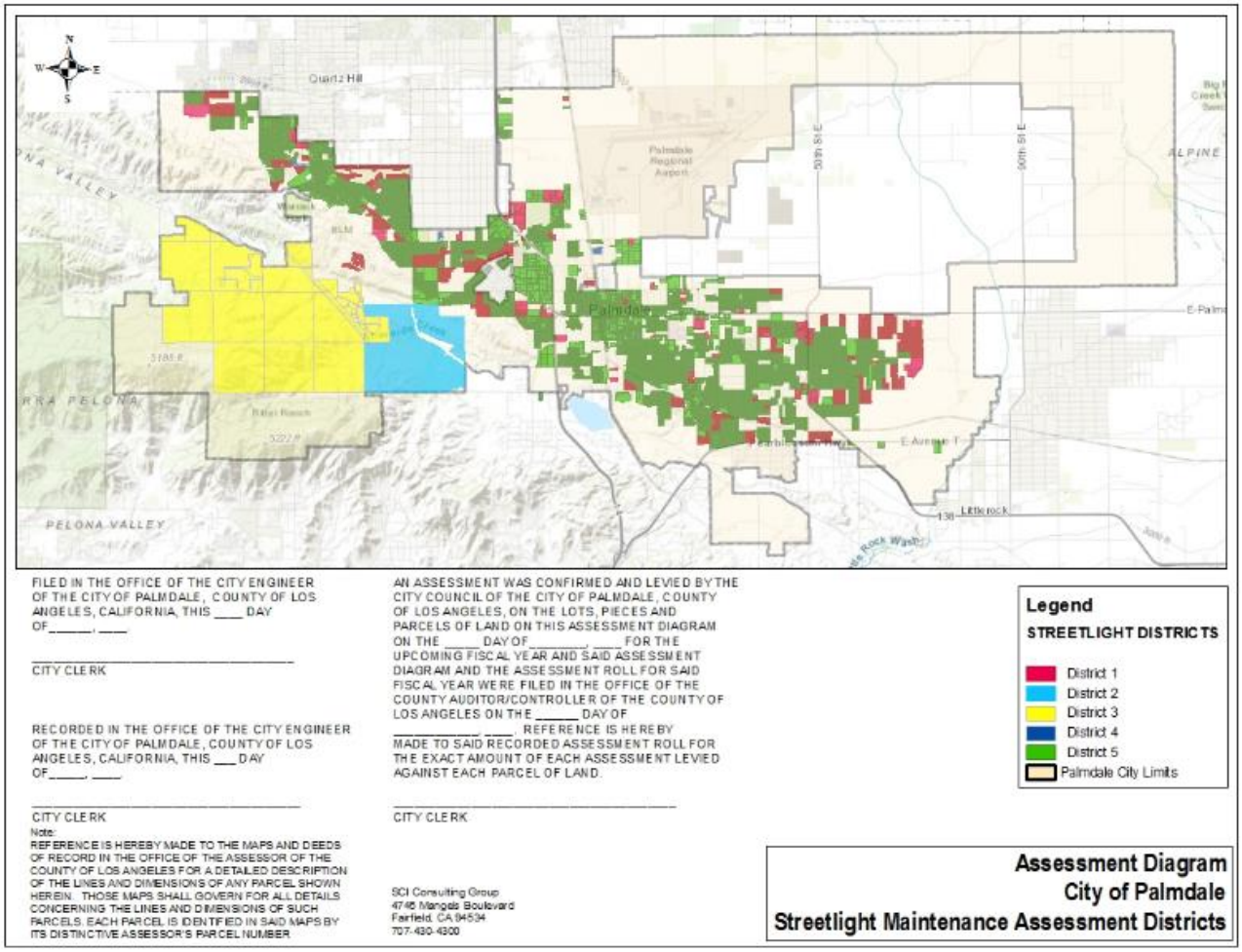
Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Palmdale Public Works department. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing

[13] *As detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

of any such appeal, the City of Palmdale Public Works Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City of Palmdale Public Works Engineer, or her or his designee, finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City of Palmdale Public Works Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City of Palmdale Public Works Engineer or her or his designee shall be referred to the Director of Public Works of the City of Palmdale, and the decision of the Director of Public Works of the City of Palmdale shall be final.

# 6. ASSESSMENT DIAGRAM

The boundaries of the Districts are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Districts and Annexations are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Engineer's Report was prepared, and are incorporated by reference herein and made part of this report.



# 7. STREETLIGHT MAINTENANCE DISTRICTS

The lights maintained for each District is shown in the table below.

| District | Tract/ Parcel Map | Land Use | General Location | Net Commercial Acreage | Total Light Count | Traffic Signals Hwy Lights | Peripheral Lights |
|---|---|---|---|---|---|---|---|
| **District No. 1** | | | | | | | |
| 2002-001 | PM 25755 | Com | Ave S and 47th St East | 32.44 | 10 | 0 | 0 |
| 2002-002 | 45217, 46193, 46194 | Res | 35th St East & Fairfield | 0.00 | 0 | 0 | 0 |
| 2002-003 | 49016-02 & 03 | Res | 30th St West & Club Rancho Dr. | 0.00 | 42 | 0 | 0 |
| 2002-004 | 47935 | Res | Rancho Vista Blvd & Ave O-8 | 0.00 | 67 | 0 | 0 |
| 2002-005 | 47115, 47116, 47117, 44544 | Res | SW Corner of Ave R-8 & 65th St East | 0.00 | 78 | 0 | 0 |
| 2002-006 | 52142-03 | Res | Ave P-8 and 30th St West | 0.00 | 68 | 0 | 0 |
| 2002-007 | 45573 | Res | Ave P-4 and 20th St West | 0.00 | 13 | 0 | 0 |
| 2002-008 | 46602 | Res | SW Corner of Ave N-8 and 55th St West | 0.00 | 0 | 0 | 0 |
| 2002-009 | 51989 | Res | Ave N and 50th St West | 0.00 | 4 | 0 | 0 |
| 2002-010 | 45566 | Res | 55th St West | 0.00 | 0 | 0 | 0 |
| 2002-011 | 46394-01 | Res | Rancho Vista Blvd and Ave O-8 | 0.00 | 27 | 0 | 0 |
| 2002-012 | 53522 | Res | SW Corner of Ave M-12 and 55th St West | 0.00 | 0 | 0 | 0 |
| 2002-013 | 49016-04 | Res | Ave N-8 and 30th St West | 0.00 | 20 | 0 | 0 |
| 2002-014 | 44402 | Res | Ave R-11 and 57th St East | 0.00 | 19 | 0 | 0 |
| 2002-015 | 52142-1 & 2 | Res | NW Corner of Ave P-8 and 25th St West | 0.00 | 80 | 0 | 0 |
| 2003-016 | 48014-01 & 02 | Res | Ave P-8 and Summerwind | 0.00 | 53 | 0 | 0 |
| 2003-017 | 43689, 43690 & 43691 | Res | Rancho Vista Blvd and 11th St West | 0.00 | 86 | 0 | 0 |
| 2002-018 | 51505 | Res | SE Corner of Ave P-8 and 20th St West | 0.00 | 41 | 0 | 0 |
| 2002-019 | PM 26593 | Com | SW Corner of Ave O-8 and 10th St West | 38.77 | 10 | 0 | 0 |
| 2003-020 | Albertson's/PM 26612 | Com | Ave N and 50th St West | 18.25 | 10 | 0 | 0 |
| 2002-021 | 49016-05 | Res | SW Corner of Ave N-8 and 30th St West | 0.00 | 25 | 0 | 0 |
| 2002-022 | 49016-08, 09 | Res | SE Corner of Ave N-8 and Bolz Ranch Rd | 0.00 | 49 | 0 | 0 |
| 2003-023 | AVUHSD | N-Res | N of Ave S and W of 70th St East | 51.62 | 23 | 0 | 0 |
| 2003-024 | Palmdale School District | N-Res | S of Ave Q and E of 22nd St East | 4.62 | 3 | 0 | 0 |
| 2002-025 | 53855, 54806 | Res | Ave P-8 and 20th St West | 0.00 | 36 | 0 | 0 |
| 2003-026 | Kaiser Medical | Com | Ave S and 45th St East | 15.16 | 11 | 0 | 0 |
| 2003-027 | 52490 | Res | 55th St West | 0.00 | 13 | 0 | 0 |
| 2003-028 | 37560 Sierra Hwy/ Secure Mini-Storage | Comm | 37560 Sierra Hwy | 3.95 | 4 | 0 | 0 |
| 2003-029 | 49016-07 | Res | Bolz Ranch Rd (golf course) | 0.00 | 18 | 0 | 0 |
| 2003-030 | 44893 | Res | SE Corner of Ave S and 52nd St East | 0.00 | 52 | 0 | 0 |
| 2003-031 | 46036 | Res | Fairway Dr and Hook St | 0.00 | 6 | 0 | 0 |
| 2003-032 | PM 26721 | Comm | SW Corner of Ave O-8 and 10th St West | 6.81 | 8 | 0 | 0 |
| 2003-033 | 48847 | Res | SW Corner of Ave S-12 and 37th St East | 0.00 | 34 | 0 | 0 |
| 2003-034 | 7672/ 17th St. E. & Ave. Q | Comm | NW Corner of Ave Q and 17th St East | 4.48 | 5 | 0 | 0 |
| 2003-035 | PM 26990/ Amargosa Commons | Comm | SW Corner of Rancho Vista Blvd and 10th St West | 17.40 | 9 | 0 | 0 |
| 2003-036 | Ana Verde School | N-Res | Ave R and Division | 15.34 | 9 | 0 | 0 |
| 2003-037 | 45218-01 | Res | 30th St East and Railroad | 0.00 | 54 | 0 | 0 |
| 2003-038 | 53608 | Res | NW Corner of Ave S-12 and 30th St East | 0.00 | 26 | 0 | 0 |
| 2003-039 | 46710 | Res | Ave R-12 and 25th St East | 0.00 | 19 | 0 | 0 |
| 2003-040 | Esperanza School | N-Res | 35th St West and Town Center Dr | 10.51 | 5 | 0 | 0 |
| 2003-041 | 49016-06 | Res | Club Rancho Drive and Champion | 0.00 | 10 | 0 | 0 |
| 2003-042 | 46597 | Res | SW Corner of Ave S-8 and 40th St East | 0.00 | 30 | 0 | 0 |
| 2004-043 | 53869 | Res | NE Corner of Ave Q-8 and Tierra Subida | 0.00 | 36 | 0 | 0 |
| 2003-044 | CUP 03-30/ Iglesia de Cristo Miel | N-Res | West side of 17th St East between Aves Q-14 and Q-15 | 1.05 | 5 | 0 | 0 |

| District | Tract/ Parcel Map | Land Use | General Location | Net Commercial Acreage | Total Light Count | Traffic Signals Hwy Lights | Peripheral Lights |
|---|---|---|---|---|---|---|---|
| 2003-044 | CUP 03-30/ Iglesia de Cristo Miel | Comm | 1675 E Avenue Q15 | 3.42 | 6 | 0 | 0 |
| 2004-045 | Ponderosa School | N-Res | NW Corner of Pearblossom Hwy and 37th St East | 12.80 | 10 | 0 | 0 |
| 2004-046 | 53857 | Res | NW Corner of Bolz Ranch Rd and Sawgrass Dr | 0.00 | 36 | 0 | 0 |
| 2004-047 | 53199 | Res | NW Corner of Ave R and 60th St East | 0.00 | 71 | 0 | 0 |
| 2004-048 | 60053 | Res | NW Corner of Ave R and 40th St East | 0.00 | 48 | 0 | 0 |
| 2004-049 | Fairway BP | Comm | SW Corner of Ave O and Division St | 55.18 | 61 | 0 | 0 |
| 2004-050 | 60070 | Comm | Sierra Hwy between Ave R-8 and Ave S | 7.14 | 6 | 0 | 0 |
| 2004-051 | Granite Hills School | N-Res | SW Corner of Ave R-8 and 67th St East | 9.29 | 5 | 0 | 0 |
| 2004-052 | 54058-01 & 02 | Res | SE Corner Ave P-8 and 25th St West | 0.00 | 101 | 1 | 0 |
| 2004-053 | 54075 | Res | NW Corner Ave N-8 and 55th St West | 0.00 | 11 | 0 | 0 |
| 2004-054 | 52489 | Res | NE Corner Ave N-8 and 55th St West | 0.00 | 16 | 0 | 0 |
| 2004-055 | 54399 | Res | NE Corner Ave P-6 and 25th St West | 0.00 | 42 | 0 | 0 |
| 2004-056 | PM 60501 | Comm | NE Corner Ave Q-8 and 5th St West | 13.65 | 0 | 0 | 0 |
| 2004-057 | 60462 | Res | Bolz Ranch Rd and Homeridge Dr | 0.00 | 18 | 1 | 12 |
| 2004-058 | 53990 | Res | Paradise Dr from Aves M-8 to M-12 | 0.00 | 12 | 0 | 0 |
| 2004-059 | 54383 | Res | 25th St East and Turner Dr | 0.00 | 34 | 0 | 0 |
| 2004-060 | 52200 01 & 02 | Res | W of Ave P-12 and 30th St West | 0.00 | 125 | 0 | 0 |
| 2004-061 | PM 27019 | Comm | SE Corner of Ave O-4 and 10th St West | 38.64 | 25 | 2 | 0 |
| 2004-062 | 54226 | Res | SW Corner of Palmdale Bl and 60th St East | 0.00 | 34 | 0 | 0 |
| 2004-063 | 60745 | Res | SW Corner of Palmdale Bl and 58th St East | 0.00 | 14 | 0 | 0 |
| 2004-064 | 53221 | Res | NW Corner of 40th St East 300 feet N of R-6 | 0.00 | 36 | 0 | 0 |
| 2004-065 | 49147-01 | Res | NW Corner of Ave R and 70th St East | 0.00 | 59 | 0 | 0 |
| 2004-066 | 49147-02 | Res | NW Corner of Ave R and 70th St East | 0.00 | 10 | 0 | 0 |
| 2004-067 | 49147-03 | Res | NW Corner of Ave R and 70th St East | 0.00 | 22 | 0 | 0 |
| 2004-068 | 53067 | Res | SW Corner of Palmdale Blvd and 55th St East | 0.00 | 35 | 0 | 0 |
| 2004-069 | 60954 | Res | SE Corner of Palmdale Blvd and 50th St East | 0.00 | 42 | 0 | 13 |
| 2004-070 | 60926 | Res | NW Corner of Ave R and 40th St East | 0.00 | 20 | 0 | 11 |
| 2004-071 | 53921 | Res | Whitecliff Street and Crane Court | 0.00 | 20 | 0 | 0 |
| 2004-072 | 46755 | Res | NE Corner Ave R-8 and 60th St E | 0.00 | 10 | 0 | 0 |
| 2004-073 | 60128 | Res | Rockie Lane Ave R-8 to Ave S | 0.00 | 2 | 0 | 0 |
| 2004-074 | 060028 01 & 02 | Res | SE corner of Ave R and 70th st East | 0.00 | 2 | 0 | 0 |
| 2004-075 | 46757 | Res | Palmdale Blvd, 65th St East, Ave R | 0.00 | 160 | 0 | 0 |
| 2004-076 | 54339 | Res | SE Corner of Ave M and 70th St West | 0.00 | 62 | 0 | 0 |
| 2004-077 | 53920 | Res | Fort Tejon Road N of SP RailRoad (50th East) | 0.00 | 89 | 0 | 0 |
| 2005-078 | National Storage | Com | NW Corner of Palmdale Bl and 35th St East | 4.30 | 3 | 0 | 0 |
| 2005-079 | 44543 | Res | SE Corner of Russ Place and 55th St East | 0.00 | 22 | 0 | 0 |
| 2005-080 | 60588 | Res | 37th St E and San Antonio Dr | 0.00 | 6 | 0 | 0 |
| 2005-082 | 52921 | Res | SW Corner of Ave S and 60th St East | 0.00 | 73 | 0 | 0 |
| 2005-083 | 61699 | Res | Ave S2 and Julian Lane | 0.00 | 15 | 0 | 0 |
| 2005-084 | 17042/ P-14 @ 6th Street E | Res | Ave P14 and 6th St East | 0.00 | 8 | 0 | 0 |
| 2005-085 | 54301-01 | Res | NE Corner of Ave M-8 and 70th St West | 0.00 | 66 | 0 | 0 |
| 2006-086 | 60209 | Res | 70th and M | 0.00 | 41 | 0 | 0 |
| 2005-087 | 61770 | Res | SE Corner of Avenue S and Hillcrest Drive | 0.00 | 22 | 0 | 0 |
| 2005-088 | PM 23981/ Tommy's Burger | Com | Rancho Vista at Hwy 14 | 0.42 | 2 | 0 | 0 |
| 2005-089 | 54301 | Res | NW Corner of Ave M-8 and 67th St West | 0.00 | 72 | 0 | 0 |
| 2005-090 | Palmdale Hospital | Com | Tierra Subida and Palmdale Blvd | 29.66 | 16 | 0 | 0 |
| 2005-091 | 54209 | Res | NE Corner of Ave R and 35th St East | 0.00 | 51 | 0 | 0 |
| 2005-092 | CUP 00-01/ Highland Church | Com | NW Corner of Rancho Vista Blvd and 20th St west | 9.04 | 14 | 0 | 0 |
| 2005-095 | 60789 | Res | SW Corner of Ave S-4 and 40th St East | 0.00 | 7 | 0 | 0 |
| 2005-096 | 52029 | Res | NW Corner of Pearblossom Hwy and 50th St East | 0.00 | 45 | 0 | 0 |
| 2005-097 | 46356 | Res | NW Corner of Pealblossom Hwy and 47th St East | 0.00 | 56 | 0 | 0 |
| 2005-098 | 46394 | Res | South of Rancho Vista between Cricket Lane and Ave O8 | 0.00 | 0 | 0 | 0 |
| 2005-099 | 46454 | Res | SW Corner of 15th St West and Elizabeth Lake Road | 0.00 | 79 | 0 | 0 |

| District | Tract/ Parcel Map | Land Use | General Location | Net Commercial Acreage | Total Light Count | Traffic Signals Hwy Lights | Peripheral Lights |
|---|---|---|---|---|---|---|---|
| 2005-100 | CUP 03-02/ Tom's #27 | Comm | S of Ave R, W of 47th St East | 4.03 | 6 | 0 | 0 |
| 2005-101 | 62020 | Res | Ave S and Downing Street | 0.00 | 30 | 0 | 0 |
| 2005-102 | 49147-04 | Res | Aver R, 65th St E to 70th St E | 0.00 | 21 | 0 | 0 |
| 2005-103 | 49147-05 | Res | Aver R, 65th St E to 70th St E | 0.00 | 20 | 0 | 0 |
| 2005-104 | 49147-06 | Res | Aver R, 65th St E to 70th St E | 0.00 | 31 | 0 | 0 |
| 2005-105 | 62695 | Res | Ave N-8 and Entar Drive | 0.00 | 26 | 0 | 0 |
| 2005-106 | 52806 | Condo | 25th and 27th East approx 600 feet south of Palmdale Bl | 0.00 | 24 | 0 | 0 |
| 2006-107 | PM 62432 | N-Res | South side of Rancho vista Blvd, West of Delson Drive | 4.80 | 6 | 0 | 0 |
| 2006-108 | SPR 5-04-1/ Vlm 145 Twin Palms Apt. | M-Fam | N of Ave Q4, E of 11th St East | 0.00 | 11 | 0 | 0 |
| 2006-109 | 61488 | Res | North of Ave R-6, West of 30th St East | 0.00 | 13 | 0 | 0 |
| 2006-110 | 61610 | Res | south of Palmdale Bl, west of 58th St East | 0.00 | 16 | 0 | 0 |
| 2006-111 | 61611/61981 | Res | north of Ave S, east of 65th East | 0.00 | 40 | 0 | 0 |
| 2006-113 | CUP 05-10/PM 62693 | Comm | NE corner of Rancho Vista Blvd and Fairway Dr | 3.64 | 6 | 0 | 0 |
| 2006-114 | 60511 | Res | S of Avenue R, E of 40th St E | 0.00 | 19 | 0 | 0 |
| 2006-115 | 62068 | Res | North of Ave S and East of Rockie Lane | 0.00 | 27 | 0 | 0 |
| 2006-116 | 54058-03 | Res | SE Corner Ave P-8 and 25th St West | 0.00 | 46 | 0 | 0 |
| 2006-117 | 60408 | Res | south of Avenue M-12; west of 52nd St West | 0.00 | 35 | 0 | 0 |
| 2006-119 | Desert Willow School | N-Res | South of Ave S-8; east of 60th St East | 18.00 | 16 | 0 | 0 |
| 2006-120 | United Fellowship Church | Church | North of Ave R-12; west of 25th St East | 9.87 | 5 | 0 | 0 |
| 2006-121 | 60431 | Res | South of Columbia Way; west of 70 St West | 0.00 | 130 | 0 | 0 |
| 2006-122 | 62974 | Res | South of Ave Q and East of 40th St East | 0.00 | 44 | 0 | 0 |
| 2006-123 | 51224 | Res | So uth of Spanish Broom Dr between Firethorn Ave & Waltham Pl | 0.00 | 60 | 0 | 0 |
| 2007-124 | 51451, & 51451-01 | Res | N of Union Pacific rof W of Fort Tejon, E of 47th S E | 43.16 | 94 | 0 | 0 |
| 2006-125 | SPR 10-04-1 | Comm | West side of 10th West 150 N. of Ave O8 | 5.75 | 9 | 0 | 0 |
| 2006-126 | CUP 05-19 | Comm | N Side of Ave S 300 ft wesdt of 47th St East | 5.55 | 2 | 0 | 0 |
| 2006-127 | 53342 | Res | West of Tilbury Dr and NW or Rancho Vista Blvd | 0.00 | 36 | 0 | 0 |
| 2006-128 | 47510 | Res | S of Ave R, E of Tackstem St | 0.00 | 4 | 0 | 0 |
| 2006-129 | 63008 | Res | 636' s of Palmdale Bl, E of Chapelle St | 0.00 | 12 | 0 | 0 |
| 2006-130 | 62213 | Res | N of Ave S-4, W of 42nd Street East | 0.00 | 21 | 0 | 0 |
| 2006-131 | School | N-Res | 26Th St E and 29th St E Ave R-10 and Ave R-12 | 12.52 | 13 | 0 | 0 |
| 2006-132 | 61045 | Res | S of Palmdale Blvd West of 52nd Street East | 0.00 | 47 | 0 | 0 |
| 2006-133 | 61941 | Res | | 0.00 | 0 | 0 | 0 |
| 2006-134 | 61443 | Res | N of Q4, East of 22nd Street East | 0.00 | 9 | 0 | 0 |
| 2006-135 | SPR 12-05-1/ Jonan Property Rancho Vista&12E | Comm | S of Rancho Vista Bl, E of 12th St E | 9.57 | 10 | 0 | 0 |
| 2006-136 | Professional Center | Comm | NW corner 10th St West and Avenue O-8 | 1.60 | 3 | 0 | 0 |
| 2006-137 | SPR 4-06-6 Cielo Azul Senior Apts. | M-Fam | N or Avenue R, E of 27th st E | 0.00 | 3 | 0 | 0 |
| 2006-139 | 49215 | Res | S of Ave S-8, W od 42nd St E | 0.00 | 2 | 0 | 0 |
| 2006-140 | 62490/66868 | Condo | Corner of Rancho Vista Blvd & Extension of Tilbuty Dr | 0.00 | 27 | 0 | 0 |
| 2007-141 | PM 66322 | Comm | N of Avenue R, W of 47th Street E | 46.68 | 31 | 0 | 0 |
| 2007-143 | 62371 | Res | | 0.00 | 0 | 0 | 0 |
| 2007-144 | 54058-4 | Res | S of Ave P-8, W of 20th St. W | 0.00 | 36 | 0 | 0 |
| 2007-145 | 50871 | Res | NW Corner, Union Pacific and 60th St E | 0.00 | 57 | 0 | 0 |
| 2007-146 | CUP 05-30/Rite Aide | Comm | E of 47th St E, S of Ave R | 4.69 | 6 | 0 | 0 |
| 2007-147 | 60162 | Res | east of 60th St E, south of Tr 45705, W of Rockie Lane | 0.00 | 7 | 0 | 0 |
| 2007-148 | SPR 7-06-2 | Comm | northeast corner of 30th St East and Ave R | 0.00 | 8 | 0 | 0 |
| 2007-149 | SPR 11-06-2 | Comm | south of Palmdale Blvd 300ft E of 5th St E | 1.94 | 4 | 0 | 0 |
| 2008-150 | 63412 | Res | NE Corner of Ave. R and 60th St East | 0.00 | 25 | 0 | 0 |
| 2008-151 | PM 65044 | Comm | NEC of Avenue S and 40th St. East | 12.63 | 10 | 0 | 0 |

| District | Tract/ Parcel Map | Land Use | General Location | Net Commercial Acreage | Total Light Count | Traffic Signals Hwy Lights | Peripheral Lights |
|---|---|---|---|---|---|---|---|
| 2008-152 | GD 07-66/ Northrop Grumman Federal CU | Comm | 41943 Sierra Highway | 5.11 | 4 | 0 | 0 |
| 2008-153 | 51451-02 | Comm | | 0.00 | 0 | 0 | 0 |
| 2009-154 | PM 69766/CUP 07-18 | Comm | NEC of Avenue R and 47th St. East | 12.54 | 10 | 0 | 0 |
| 2019-186 | TR. 73740 Homes 4Famlies | Res | SEC of Division Street & Taintor Road | 0.00 | 11 | 0 | 0 |
| **District No. 4** | | | | | | | |
| 2010-155 | PM 070794/Gregg Anderson School | Comm/ Sch | Avenue N-8 / Rancho Vista Blvd | 18.15 | 20 | 0 | 0 |
| 2010-156 | 18659/ AutoZone | Comm | North of Palmdale Blvd, South of Ave Q-7 & 31ST ST E | 0.98 | 2 | 0 | 0 |
| 2012-157 | 7670-All Parts Auto Recycling | Comm | between 8th Street East & Sierra Hwy | 18.49 | 6 | 0 | 0 |
| 2011-158 | Vulcan Materials | Light Ind | along E Ave T, east of 70th St E | 160.70 | 14 | 0 | 0 |
| 2013-159 | David G.Millen Interm School | Comm/ Sch | N side of W Ave P-8, bw 23rd St W & 22nd St W | 16.39 | 16 | 0 | 0 |
| 2012-160 | 1st United Methodist Church | Comm/ Chu | NE corner of Rancho Vista Blvd & 25th St W | 11.56 | 10 | 0 | 0 |
| 2012-161 | 69008/ Palmdale TOD Apts | M-Fam | N of Ave Q bw 3rd St E & 6th St E | 0.00 | 13 | 0 | 0 |
| 2012-162 | Cruz Thru Carwash | Comm | 39315 10th St W | 1.32 | 1 | 0 | 0 |
| 2013-163 | O'Reilly Automotive Stores | Comm | SE corner of E Palmdale Blvd & 12th St E | 0.90 | 3 | 0 | 0 |
| 2013-164 | AV Recycling | Light Ind | along Ave R-5 west of Tierra Subida | 184.94 | 19 | 0 | 0 |
| 2013-165 | 66204-ALTA Community | Res | N side of AveR-8 bw 57th St E & Segovia Way | 0.00 | 5 | 0 | 0 |
| 2013-166 | Rancho Vista Market | Comm | 3875 W. Rancho Vista Blvd. | 9.31 | 10 | 0 | 0 |
| 2014-167 | Family Dollar | Comm | 3157 E Palmdale Blvd | 0.97 | 1 | 0 | 0 |
| 2014-168 | 72222--Arco AM/PM | Comm | 41155 10th St W | 1.94 | 2 | 0 | 0 |
| 2015-169 | 68181 | Res | north side of Ave S-4, bw Sylvam St & 45th St E | 0.00 | 3 | 0 | 0 |
| 2015-170 | APN 3008-037-063 (38461 10th St E)/ Congregation of Jehovah's Witnesses | Comm/ Chu | 38461 10th St E | 2.66 | 3 | 0 | 0 |
| 2016-172 | APNs 3204-022-901,-903,-908,-909/ AVEK | Light Ind | 6500 W Avenue N | 21.48 | 2 | 0 | 0 |
| 2019-173 | APN 3020-004-095/ Aerospace Academy | Comm | 3300 East Palmdale Blvd | 15.36 | 14 | 0 | 0 |
| 2017-174 | APNs 3009-024-935,-936 / Courson Arts Colony | MFR | Ave Q-2, bw 9th St E and 10th St E | 0.00 | 1 | 0 | 0 |
| 2017-175 | APNs 3020-001-036 & -037/ Guidance Charter School | Comm | East Avenue R & 40th Street East | 30.46 | 16 | 0 | 0 |
| 2017-178 | portion of APN 3021-030-007/ Tractor Supply | Comm | 3747 East Palmdale Blvd | 3.83 | 7 | 0 | 0 |
| 2017-180 | APN 3021-030-036 | Comm | 3851 E Palmdale Blvd NE corner of E Palmdale Blvd & 40th St | 1.72 | 8 | 0 | 0 |
| 2019-184 | Tract 73401 (APN 3015-011-035) | MFR | SE corner of E Ave Q, north of E Ave Q3, E of Orchird View Pla | 0.00 | 13 | 0 | 0 |
| 2020-193 | Edwards Federal Credit Union | Comm | 39963 10th Street West | 1.61 | 1 | 0 | 0 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **District No. 2** | | | | | | | |
| 2004-800 | Anaverde | Res/ Comm | Avenue S | 40.00 | 0 | 0 | 0 |
| 2012-801 | 61895-01 | School/ Res | South of Avenue S and Greenbrier Street | 10.54 | 10 | 0 | 0 |
| **District No. 3** | | | | | | | |
| 2006-900 | Ritter Ranch | Res/ Comm | Elizabeth Lake Road | 57.00 | 0 | 0 | 0 |
| **District No. 5** | | | | | | | |
| 91616 | throughout the City | all types | throughout the City | 951.51 | 14,299 | 0 | 0 |
| **Totals:** | | | | **2,168** | **18,592** | **4** | **36** |

# 8. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2022/23, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following pages summarize the Fiscal Year 2022/23 assessments for the Districts and Annexations.

**City of Palmdale**
**Streetlight Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| District / Annexation | Parcel Count [1] | 2022/23 EDUs per District | 2022/23 Assessment Amount | 2022/23 Actual Assessment Rate per EDU | 2022/23 Maximum Assessment Rate per EDU |
|---|---|---|---|---|---|
| 1 | 10 | 146.280 | $17,234.67 | $117.82 | $117.82 |
| 2 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 | 104 | 104.000 | 12,253.28 | 117.82 | 117.82 |
| 4 | 132 | 132.000 | 15,552.24 | 117.82 | 117.82 |
| 5 | 159 | 159.000 | 18,733.38 | 117.82 | 117.82 |
| 6 | 156 | 156.000 | 18,379.92 | 117.82 | 117.82 |
| 7 | 45 | 45.000 | 5,301.90 | 117.82 | 117.82 |
| 8 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 9 | 19 | 19.000 | 2,238.58 | 117.82 | 117.82 |
| 10 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11 | 49 | 49.000 | 5,773.18 | 117.82 | 117.82 |
| 12 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13 | 49 | 49.000 | 5,773.18 | 117.82 | 117.82 |
| 14 | 53 | 53.000 | 6,244.46 | 117.82 | 117.82 |
| 15 | 161 | 161.000 | 18,969.02 | 117.82 | 117.82 |
| 16 | 86 | 86.000 | 10,132.52 | 117.82 | 117.82 |
| 17 | 144 | 144.000 | 16,966.08 | 117.82 | 117.82 |
| 18 | 72 | 72.000 | 8,483.04 | 117.82 | 117.82 |
| 19 | 8 | 137.120 | 16,155.43 | 117.82 | 117.82 |
| 20 | 7 | 67.480 | 7,950.46 | 117.82 | 117.82 |
| 21 | 70 | 70.000 | 8,247.40 | 117.82 | 117.82 |
| 22 | 158 | 158.000 | 18,615.56 | 117.82 | 117.82 |
| 23 | 1 | 206.480 | 24,327.47 | 117.82 | 117.82 |
| 24 | 1 | 18.480 | 2,177.31 | 117.82 | 117.82 |
| 25 | 72 | 72.000 | 8,483.04 | 117.82 | 117.82 |
| 26 | 5 | 60.640 | 7,144.60 | 117.82 | 117.82 |
| 27 | 21 | 21.000 | 2,474.22 | 117.82 | 117.82 |
| 28 | 1 | 15.800 | 1,861.55 | 117.82 | 117.82 |
| 29 | 49 | 49.000 | 5,773.18 | 117.82 | 117.82 |
| 30 | 122 | 122.000 | 14,374.04 | 117.82 | 117.82 |
| 31 | 13 | 13.000 | 1,531.66 | 117.82 | 117.82 |
| 32 | 5 | 25.560 | 3,011.47 | 117.82 | 117.82 |
| 33 | 74 | 74.000 | 8,718.68 | 117.82 | 117.82 |
| 34 | 1 | 17.920 | 2,111.33 | 117.82 | 117.82 |
| 35 | 6 | 64.600 | 7,611.15 | 117.82 | 117.82 |
| 36 | 2 | 61.360 | 7,229.42 | 117.82 | 117.82 |
| 37 | 92 | 91.500 | 10,780.53 | 117.82 | 117.82 |
| 38 | 78 | 78.000 | 9,189.96 | 117.82 | 117.82 |
| 39 | 43 | 43.000 | 5,066.26 | 117.82 | 117.82 |
| 40 | 1 | 42.040 | 4,953.15 | 117.82 | 117.82 |
| 41 | 51 | 51.000 | 6,008.82 | 117.82 | 117.82 |
| 42 | 64 | 64.000 | 7,540.48 | 117.82 | 117.82 |
| 43 | 67 | 67.000 | 7,893.94 | 117.82 | 117.82 |
| 44 | 1 | 16.560 | 1,951.09 | 117.82 | 117.82 |
| 45 | 1 | 51.200 | 6,032.38 | 117.82 | 117.82 |

**City of Palmdale**
**Streetlight Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| District / Annexation | Parcel Count [1] | 2022/23 EDUs per District | 2022/23 Assessment Amount | 2022/23 Actual Assessment Rate per EDU | 2022/23 Maximum Assessment Rate per EDU |
|---|---|---|---|---|---|
| 46 | 64 | 64.000 | 7,540.48 | 117.82 | 117.82 |
| 47 | 153 | 153.000 | 18,026.46 | 117.82 | 117.82 |
| 48 | 108 | 108.000 | 12,724.56 | 117.82 | 117.82 |
| 49 | 14 | 217.830 | 25,664.67 | 117.82 | 117.82 |
| 50 | 1 | 28.560 | 3,364.93 | 117.82 | 117.82 |
| 51 | 2 | 37.560 | 4,425.31 | 117.82 | 117.82 |
| 52 | 185 | 185.000 | 21,796.70 | 117.82 | 117.82 |
| 53 | 25 | 25.000 | 2,945.50 | 117.82 | 117.82 |
| 54 | 21 | 21.000 | 2,474.22 | 117.82 | 117.82 |
| 55 | 79 | 79.000 | 9,307.78 | 117.82 | 117.82 |
| 56 | 8 | 50.760 | 5,980.51 | 117.82 | 117.82 |
| 57 | 41 | 41.000 | 4,830.62 | 117.82 | 117.82 |
| 58 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 59 | 62 | 62.000 | 7,304.84 | 117.82 | 117.82 |
| 61 | 11 | 140.360 | 16,537.16 | 117.82 | 117.82 |
| 62 | 70 | 70.000 | 8,247.40 | 117.82 | 117.82 |
| 63 | 32 | 32.000 | 3,770.24 | 117.82 | 117.82 |
| 64 | 85 | 85.000 | 10,014.70 | 117.82 | 117.82 |
| 65 | 78 | 78.000 | 9,189.96 | 117.82 | 117.82 |
| 66 | 34 | 34.000 | 4,005.88 | 117.82 | 117.82 |
| 67 | 59 | 61.000 | 7,187.02 | 117.82 | 117.82 |
| 68 | 66 | 66.000 | 7,776.12 | 117.82 | 117.82 |
| 69 | 78 | 78.000 | 9,189.96 | 117.82 | 117.82 |
| 70 | 0 | 0.00 | 0.00 | 0.00 | 117.82 |
| 71 | 38 | 39.000 | 4,594.98 | 117.82 | 117.82 |
| 72 | 0 | 0.00 | 0.00 | 0.00 | 117.82 |
| 73 | 38 | 38.000 | 4,477.16 | 117.82 | 117.82 |
| 74 | 372 | 372.000 | 43,829.04 | 117.82 | 117.82 |
| 75 | 388 | 388.000 | 45,714.16 | 117.82 | 117.82 |
| 76 | 83 | 83.000 | 9,779.06 | 117.82 | 117.82 |
| 77 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 78 | 1 | 17.200 | 2,026.50 | 117.82 | 117.82 |
| 79 | 46 | 46.000 | 5,419.72 | 117.82 | 117.82 |
| 80 | 15 | 15.000 | 1,767.30 | 117.82 | 117.82 |
| 82 | 168 | 168.000 | 19,793.76 | 117.82 | 117.82 |
| 83 | 38 | 38.000 | 4,477.16 | 117.82 | 117.82 |
| 84 | 40 | 40.000 | 4,712.80 | 117.82 | 117.82 |
| 85 | 90 | 90.000 | 10,603.80 | 117.82 | 117.82 |
| 86 | 40 | 40.000 | 4,712.80 | 117.82 | 117.82 |
| 87 | 33 | 33.000 | 3,888.06 | 117.82 | 117.82 |
| 88 | 1 | 0.830 | 97.79 | 117.82 | 117.82 |
| 89 | 90 | 90.000 | 10,603.80 | 117.82 | 117.82 |
| 90 | 3 | 118.640 | 13,978.15 | 117.82 | 117.82 |
| 91 | 93 | 93.000 | 10,544.34 | 113.38 | 113.38 |
| 92 | 1 | 35.600 | 4,194.39 | 117.82 | 117.82 |

**City of Palmdale**
**Streetlight Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| District / Annexation | Parcel Count [1] | 2022/23 EDUs per District | 2022/23 Assessment Amount | 2022/23 Actual Assessment Rate per EDU | 2022/23 Maximum Assessment Rate per EDU |
|---|---|---|---|---|---|
| 95 | 16 | 8.000 | 942.56 | 117.82 | 117.82 |
| 96 | 106 | 106.000 | 12,488.92 | 117.82 | 117.82 |
| 97 | 92 | 92.000 | 10,839.44 | 117.82 | 117.82 |
| 99 | 174 | 174.000 | 20,500.68 | 117.82 | 117.82 |
| 100 | 2 | 4.030 | 474.81 | 117.82 | 117.82 |
| 101 | 66 | 66.000 | 7,776.12 | 117.82 | 117.82 |
| 102 | 60 | 60.000 | 7,069.20 | 117.82 | 117.82 |
| 103 | 52 | 52.000 | 6,126.64 | 117.82 | 117.82 |
| 104 | 58 | 58.000 | 6,833.56 | 117.82 | 117.82 |
| 105 | 42 | 42.000 | 4,948.44 | 117.82 | 117.82 |
| 106 | 204 | 163.200 | 19,227.00 | 117.82 | 117.82 |
| 107 | 1 | 19.200 | 2,262.14 | 117.82 | 117.82 |
| 108 | 1 | 16.000 | 1,885.12 | 117.82 | 117.82 |
| 109 | 1 | 16.000 | 1,885.12 | 117.82 | 117.82 |
| 110 | 5 | 32.000 | 3,770.22 | 117.82 | 117.82 |
| 111 | 59 | 29.500 | 3,475.69 | 117.82 | 117.82 |
| 113 | 1 | 14.560 | 1,715.45 | 117.82 | 117.82 |
| 114 | 28 | 28.000 | 3,298.96 | 117.82 | 117.82 |
| 115 | 50 | 50.000 | 5,891.00 | 117.82 | 117.82 |
| 116 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 117 | 2 | 45.000 | 5,301.90 | 117.82 | 117.82 |
| 119 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120 | 3 | 39.480 | 4,651.52 | 117.82 | 117.82 |
| 121 | 0 | 0.00 | 0.00 | 0.00 | 117.82 |
| 122 | 62 | 62.000 | 7,304.84 | 117.82 | 117.82 |
| 123 | 117 | 117.000 | 13,784.94 | 117.82 | 117.82 |
| 124 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 125 | 1 | 23.000 | 2,709.86 | 117.82 | 117.82 |
| 126 | 2 | 22.000 | 2,592.04 | 117.82 | 117.82 |
| 127 | 1 | 96.000 | 11,310.72 | 117.82 | 117.82 |
| 128 | 0 | 0.00 | 0.00 | 0.00 | 117.82 |
| 129 | 41 | 41.000 | 4,830.62 | 117.82 | 117.82 |
| 130 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 131 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 132 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 134 | 2 | 17.000 | 2,002.93 | 117.82 | 117.82 |
| 135 | 1 | 38.280 | 4,510.14 | 117.82 | 117.82 |
| 136 | 1 | 6.400 | 754.04 | 117.82 | 117.82 |
| 137 | 1 | 18.600 | 2,191.45 | 117.82 | 117.82 |
| 139 | 0 | 0.00 | 0.00 | 0.00 | 117.82 |
| 140 | 11 | 343.200 | 37,216.56 | 108.44 | 108.44 |
| 141 | 16 | 186.720 | 21,999.27 | 117.82 | 117.82 |
| 144 | 93 | 93.000 | 10,957.26 | 117.82 | 117.82 |
| 145 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 146 | 3 | 16.520 | 1,946.37 | 117.82 | 117.82 |

**City of Palmdale**
**Streetlight Maintenance Assessment Districts and Annexations**
**Fiscal Year 2022/23 Assessment Roll Summary**

| District / Annexation | Parcel Count [1] | 2022/23 EDUs per District | 2022/23 Assessment Amount | 2022/23 Actual Assessment Rate per EDU | 2022/23 Maximum Assessment Rate per EDU |
|---|---|---|---|---|---|
| 147 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 148 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 149 | 1 | 7.760 | 914.28 | 117.82 | 117.82 |
| 150 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 151 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 152 | 1 | 20.440 | 2,408.24 | 117.82 | 117.82 |
| 154 | 8 | 43.800 | 5,160.47 | 117.82 | 117.82 |
| 186 | 56 | 112.000 | 3,304.00 | 29.50 | 29.50 |
| **TOTAL SLMD #1** | **6,548** | **8,976.050** | **$1,044,032.34** | | |
| 155 | 1 | 73.600 | $8,671.55 | $117.82 | $117.82 |
| 156 | 1 | 3.920 | 451.66 | 115.22 | 115.22 |
| 157 | 0 | 0.00 | 0.00 | 0.00 | 112.88 |
| 158 | 0 | 0.00 | 0.00 | 0.00 | 117.20 |
| 159 | 2 | 72.280 | 8,471.21 | 117.20 | 117.20 |
| 160 | 0 | 0.00 | 0.00 | 0.00 | 117.82 |
| 161 | 3 | 171.100 | 19,729.52 | 115.31 | 115.31 |
| 162 | 1 | 5.280 | 622.14 | 117.83 | 117.83 |
| 163 | 1 | 3.760 | 443.04 | 117.83 | 117.83 |
| 164 | 2 | 186.700 | 21,881.23 | 117.20 | 117.20 |
| 165 | 0 | 0.00 | 0.00 | 0.00 | 117.20 |
| 166 | 4 | 37.280 | 4,369.20 | 117.20 | 117.20 |
| 167 | 1 | 3.880 | 457.18 | 117.83 | 117.83 |
| 168 | 1 | 5.916 | 693.35 | 117.20 | 117.20 |
| 169 | 0 | 0.00 | 0.00 | 0.00 | 117.73 |
| 170 | 1 | 6.960 | 820.09 | 117.83 | 117.83 |
| 172 | 4 | 21.080 | 2,483.83 | 117.83 | 117.83 |
| 173 | 1 | 61.440 | 7,240.08 | 117.84 | 117.84 |
| 174 | 2 | 76.550 | 9,019.88 | 117.83 | 117.83 |
| 175 | 2 | 121.820 | 14,006.85 | 114.98 | 114.98 |
| 178 | 1 | 14.720 | 1,734.45 | 117.83 | 117.83 |
| 180 | 1 | 6.880 | 810.73 | 117.84 | 117.84 |
| 184 | 10 | 47.050 | 5,544.37 | 117.84 | 117.84 |
| 193 | 1 | 6.440 | 751.74 | 116.73 | 116.73 |
| **TOTAL SLMD #4** | **40** | **926.656** | **$108,202.10** | | |
| 800 | 1,417 | 1,417.000 | $163,876.05 | $115.65 | $115.65 |
| 801 | 2 | 63.918 | 7,378.68 | 115.44 | 115.44 |
| **TOTAL SLMD #2** | **1,419** | **1,480.918** | **$171,254.73** | | |
| 900 | 44 | 44.000 | $66,532.40 | $1,512.10 | $1,512.10 |
| **TOTAL SLMD #3** | **44** | **44.000** | **$66,532.40** | | |
| 91616 | 31,568 | 34,901.500 | $3,078,659.97 | $88.21 | $88.21 |
| **TOTAL SLMD #5** | **31,568** | **34,901.500** | **$3,078,659.97** | | |
| | | | | | |
| **TOTAL ALL SLMDs** | **39,619** | **46,329.124** | **$4,468,681.54** | | |

(1) Includes parcels levied and active parcels not yet subject to the assessment.

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS**

**DISTRICT:** **1**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF FORMATION OF THE CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE DISTRICT, PRELIMINARILY ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE DISTRICT AND PROVIDING FOR THE FUTURE ANNEXATION OF PROPERTY TO THE DISTRICT; ADOPT RESOLUTION NO. CC 2022-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE CALLING SPECIAL ELECTION WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES); AND ADOPT RESOLUTION NO. CC 2022-063 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN - COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES); INTRODUCE ORDINANCE LEVYING SPECIAL TAXES IN CFD 2022-1**

## ISSUE

Adopt Resolution No. CC 2022-061, a resolution of the City Council of the City of Palmdale of formation of the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services), authorizing the levy of a special tax within the District, preliminarily establishing an appropriations limit for the District and providing for the future annexation of property to the District; adopt Resolution No. CC 2022-062, a resolution of the City Council of the City of Palmdale calling special election within Community Facilities District No. 2022-1 (Citywide Maintenance and Services); and adopt Resolution No. CC 2022-063, a resolution of the City Council of the City of Palmdale declaring results of special election and directing recording of notice of special tax lien - community facilities district no. 2022-1 (citywide maintenance and services)

## RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2022-061 Forming the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services), Authorizing the Levy of a Special Tax within the District, Preliminarily Establishing an Appropriations Limit for the District and providing for the future annexation of property to the District;
2. Adopt Resolution No. CC 2022-062 Calling Special Election;
3. Adopt Resolution No. CC 2022-063 Declaring Results of Special Election and Directing the Recording of Notice of Special Tax Lien.
4. Introduce Ordinance Levying Special Taxes within CFD 2022-1.

## BACKGROUND

The Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 and following) (the "Act") contains the statutory framework pursuant to which the City of Palmdale (the "City") or other local agencies may form a community facilities district ("CFD") for the purpose of financing the purchase, construction, expansion, improvement or rehabilitation of public facilities or the provision of certain authorized public services. A CFD may finance such public facilities or services through the levy of special taxes on property within the geographic boundaries of the CFD. The owner of the property to be initially included in the proposed CFD has filed a petition with the City requesting the formation of the CFD.

On June 1, 2022, the City Council took the first step in forming Community Facilities District No. 2022-1 (Citywide Maintenance and Services) (the "CFD 2022-1") and adopted a Resolution of Intention (the "ROI") to form CFD 2022-1. The ROI includes a description of the services eligible to be funded by CFD 2022-1, a map of the boundary of CFD 2022-1, including a future annexation area, and the Rate and Method of Apportionment of Special Taxes which details the manner in which special taxes may be levied on property to be included within CFD 2022-1.

A future annexation area allows future developments to annex to CFD 2022-1 by unanimous written consent of the owners of the property to be annexed.

## DISCUSSION

Public Hearing
The Act requires that the City Council hold a public hearing regarding proposed CFD 2022-1, and the ROI called for the public hearing to be held on July 13, 2022. At the public hearing, if the owners of one-half or more of the area of the land in the territory proposed to be included in CFD 2022-1 and not exempt from the special tax file written protests against the establishment of CFD 2022-1, and protests are not withdrawn so as to reduce the value of the protests to less than a majority, no further proceedings to create CFD 2022-1 or to authorize the specified special tax shall be taken tonight.

CC 2022-061, Resolution of Formation of the CFD
If the City Council determines to proceed with the formation, adopt a resolution of formation establishing CFD 2022-1 and providing for a future annexation area of CFD 2022-1.

CC 2022-062, Resolution Calling for Special Election
Following the adoption of the Resolution of Formation, the City Council will consider the adoption of a Resolution Calling for a Special Election for CFD 2022-1. The City Clerk has on file a written waiver executed by the owner of the property to initially be included in CFD 2022-1, allowing for a shortening of the time for the special election to expedite the process of formation of CFD 2022-1 and waiving any requirement for notice, analysis, and arguments in connection with the special election. As a result, the special election for CFD 2022-1 is being held tonight.

CC 2022-063, Resolution Declaring Results of Special Election
Once the special election has been held and the City Clerk has canvassed the election, the City Clerk will execute a Canvass and Statement of Results of Special Election, (the “Canvass”) a copy of which is attached to the Resolution Declaring the Result of a Special Election. Pursuant to the resolution, the Clerk will also cause to the recorded in the office of the County Recorder a notice of special tax lien in the form required by the Act.

Ordinance No. 1588
Following the public hearing, election and adoption of the foregoing resolutions, the City Council will be asked to introduce an Ordinance Levying Special Taxes within CFD 2022-1.

Pursuant to the Rate and Method of Apportionment of Special Taxes for CFD 2022-1 (RMA), the proposed special tax is to be levied on all non-exempt real property within the boundaries of CFD 2022-1. Specifically, the RMA includes proposed special taxes for various land use categories as shown on the next page:

**MAXIMUM SPECIAL TAX RATES**
**FISCAL YEAR 2022/23***

| Property Type | Maximum Special Tax Rate | Per |
|---|---|---|
| Industrial Property | $257.33 | Acre |
| Accessory Dwelling Units | 50% of the applicable Maximum Special Tax Rate for the property type of the primary Acreage. | Unit |
| Undeveloped Property | $200.00 | Parcel |

*On each July 1, commencing on July 1, 2023, the Maximum Special Tax Rate shall be increased by the Tax Escalation Factor as defined in the RMA.

The special taxes set forth in the table above are proposed to be levied only on property within the boundaries of CFD 2022-1. The RMA includes additional details on inflationary increases for special taxes, procedures for appeals, exemptions, and other relevant information.

The resolutions provide for a Future Annexation Area of CFD 2022-1 where property owners will be permitted to join the CFD by unanimous written consent. The proceedings allow for the adjustment of the special tax rates and types of property with varying special tax rates, as appropriate to specific property being annexed to CFD 2022-1.

Next Steps

Tonight the City Council will hold a public hearing and provide an opportunity for public testimony on the formation of CFD 2022-1 and the designation of a future annexation area. At the hearing, if oral or written protests are filed by 50% or more of the registered voters within CFD 2022-1 or the owners of more than 50% of the property within the proposed CFD 2022-1, the City Council must terminate the proceedings to form CFD 2022-1. If not, the City Council will consider adoption of a resolution forming CFD 2022-1, and consider adoption of a resolution calling a special election.

The election will then be held and canvassed, with the owner of the land to be initially included in CFD 2022-1 having one vote per acre or portion of an acre of land to be included in CFD 2022-1. If the landowner votes in favor of imposing the special tax, the City Council will then be requested to consider the first reading of an ordinance levying the special tax on the property to initially be included in CFD 2022-1 and the City can then begin to levy the special tax annually on the County ad valorem property tax bills for the property included in CFD 2022-1.

## FISCAL IMPACT

The initial Maximum Special Taxes expected to be collected by CFD 2022-1 for Fiscal Year 2022-23 is $19,248.06. The cost for the CFD formation is $30,000 and will be compensated from funds advanced by the proponents of developments annexing into CFD 2022-1 in the future. The City Council is being asked to approve an additional $30,000 from the unappropriated fund balances within the Landscape and Streetlight Maintenance Districts, not attributable to any existing assessment districts, to fund the costs of the initial formation of CFD 2022-1.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. Community Facilities District Report
2. Resolution CC 2022-061
3. Resolution CC 2022-062
4. Resolution CC 2022-063
5. Ordinance No. 1588
6. Notice of Special Tax Lien

# CITY OF PALMDALE
# COMMUNITY FACILITIES DISTRICT NO. 2022-1
# (CITYWIDE MAINTENANCE AND SERVICES)

## COMMUNITY FACILITIES DISTRICT REPORT

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Introduction

A. Description of Services

B. Proposed Boundaries of the Community Facilities District

C. Cost Estimate

Exhibit A – Description of Services Eligible to be Funded by the CFD

Exhibit B – Services Cost Estimate

CITY OF PALMDALE
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(CITYWIDE MAINTENANCE AND SERVICES)

INTRODUCTION. The City Council of the City of Palmdale did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 and following of the California Government Code (the "Code"), on June 1, 2022, adopt Resolution No. CC 2022-060 entitled "A Resolution of the City Council of the City of Palmdale Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Therein – Citywide Maintenance and Services" (the "Resolution of Intention"). In the Resolution of Intention, the City Council expressly ordered the preparation of a written report (the "Report"), for the proposed City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) (the "District").

The Resolution of Intention ordering the Report did direct that the Report generally contain the following:

(a) A brief description of the types of maintenance and services proposed to be funded by the District (the "Services").

(b) An estimate of the cost of providing the Services, including the incidental expenses in connection therewith, including any administration costs and all other related costs.

For particulars, reference is made to the Resolution of Intention, as previously adopted by the City Council.

NOW, THEREFORE, I, the Director of Public Works of the City of Palmdale, do hereby submit the following data:

A. DESCRIPTION OF SERVICES. A brief description of the Services is set forth in Exhibit "A" attached hereto and hereby made a part hereof.

B. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the District are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the District. The proposed boundaries of the District are described on the map of the District preliminarily approved by Section 5 of the Resolution of Intention, a copy of which map is on file with the City Clerk. The map also identifies the future annexation area, indicating territory that may be added to the District in the future with the consents of the applicable landowners.

C. COST ESTIMATE. The initial cost estimate for the Services is set forth in Exhibit "B" attached hereto and hereby made a part hereof.

Dated: July 13, 2022

By: _____
Chuck Heffernan,
Director of Public Works,
City of Palmdale

EXHIBIT A

CITY OF PALMDALE
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(CITYWIDE MAINTENANCE AND SERVICES)

DESCRIPTION OF MAINTENANCE AND SERVICES, AND
OTHER COSTS, ELIGIBLE TO BE FINANCED BY THE DISTRICT

MAINTENANCE AND SERVICES:
The maintenance and services eligible to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance and lighting of parks, parkways, streets, roads and open space, as well as maintenance of landscaping, storm drains and appurtenances located within the City. More specifically, the services shall include, but not be limited to, the removal, repair, relocation, replacement or acquisition of light standards, poles, bulbs, fixtures and appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and servicing of the street lighting and traffic signal improvements and highway safety lights, ongoing maintenance and servicing of trees and landscaping including, but not limited to, trees, shrubs, grass and other ornamental vegetation, drainage basins, drywells and appurtenant devices, including irrigation systems, watering, and other associated landscape maintenance, irrigation and vegetation control, repair and sealing, tree trimming and vegetation maintenance and control; the installation, maintenance and replacement of irrigation lines and water lines, lighting, fencing, security improvements and signage; trash removal and recycling and graffiti abatement and removal; and any other public services authorized to be funded under Section 53313(d) and (e) of the California Government Code. The DISTRICT may fund any of the following related to the services described above: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities, paying the salaries and benefits of personnel (including but not limited to maintenance workers, patrol guards and other personnel), and for payment of other related expenses (including but not limited to employee benefit expenses and an allocation of general overhead expenses), payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services and capital replacements.

Any services to be funded by the District must be in addition to those provided in the territory of the District before the District was created, and may not supplant services already available within that territory when the District is created. It is expected that the services will be provided by the City of Palmdale (the "City"), either with its own employees or by contract with third parties, or any combination thereof.

ADMINISTRATIVE EXPENSES:
The administrative expenses to be funded by the District include the direct and indirect expenses incurred by the City in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the City related to the District or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the District.

OTHER:
The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the City of all costs associated with the establishment of the District and any property annexed to the District.

EXHIBIT B

SERVICES COST ESTIMATE

It is expected that the costs of providing the Services eligible to be funded by the District and administrative costs of the District will be up to approximately $19,248.00 for Fiscal Year 2022-23, with the costs of the Services and of the administration of the District to increase on July 1, 2023 and on each July 1 thereafter by a minimum of two percent (2%) to a maximum of six percent (6%), determined on an annual basis as needed to satisfy the Annual Special Tax Requirement. See the Rate and Method of Apportionment of Special Taxes for the District included as Exhibit B to the Resolution of Intention for the definition of Annual Special Tax Requirement and the maximum special tax rates applicable to property in the District that are estimated to provide funding needed to pay for the Services eligible to be funded by the District and administrative costs of the District.

It is expected that the costs of the District will increase as parcels in the Future Annexation Area of the District are annexed from time to time to the District.

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF FORMATION OF THE CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE DISTRICT, PRELIMINARILY ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE DISTRICT, AND PROVIDING FOR THE FUTURE ANNEXATION OF PROPERTY TO THE DISTRICT

**WHEREAS**, on June 1, 2022, this City Council adopted Resolution No. CC 2022-060 entitled "A Resolution of the City Council of the City of Palmdale Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Therein – Citywide Maintenance and Services" (the "Resolution of Intention"), stating its intention to form the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) (the "District"), pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 and following of the California Government Code (the "Code"); and

**WHEREAS**, the Resolution of Intention, incorporating a map of the proposed boundaries of the District and stating the type of maintenance and services to be funded by the District (the "Services"), and the rate and method of apportionment of the special tax to be levied within the District to pay for the Services, is on file with the City Clerk of the City of Palmdale (the "City") and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

**WHEREAS**, following the adoption of the Resolution of Intention, certain technical revision were made to the rate and method of apportionment of special tax for the District, and the revised rate and method of apportionment of special tax (the "Rate and Method") is attached to this Resolution as Exhibit A, and the Rate and Method has been reviewed by the owner of the property located in the District; and

**WHEREAS**, on this date, this City Council held a noticed public hearing as required by the Code and the Resolution of Intention relative to the proposed formation of the District; and

**WHEREAS**, at said hearing all interested persons desiring to be heard on all matters pertaining to the formation of the District and the Services to be funded thereby, and the levy of said special tax, were heard and a full and fair hearing was held; and

**WHEREAS**, at said hearing evidence was presented to this City Council on said matters before it, including a report by the Director of Public Works of the City (the "Report") as to the costs of the Services to be funded by the District, a copy of which

Report is on file with the City Clerk, and this City Council at the conclusion of said hearing is fully advised in the premises; and

**WHEREAS**, written protests with respect to the formation of the District, the Services to be funded by the District and the Rate and Method have not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the District or property owners of one-half (1/2) or more of the area of land within the District and not exempt from the special tax; and

**WHEREAS**, the special tax proposed to be levied in the District, as set forth in the Rate and Method has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the District or the owners of one-half (1/2) or more of the area of land within the District and not exempt from the special tax.

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

**SECTION 1**. The foregoing recitals are true and correct.

**SECTION 2**. The proposed special tax to be levied within the District has not been precluded by majority protest pursuant to Section 53324 of the Code, as such section is incorporated by reference into the Code.

**SECTION 3**. All prior proceedings taken by this City Council in connection with the establishment of the District and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the requirements of the Code.

**SECTION 4**. The community facilities district designated "City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services)" is hereby established pursuant to the Code.

**SECTION 5**. The boundaries of the District as set forth in the map of the District preliminarily approved pursuant to Section 3 of the Resolution of Intention, are hereby finally approved, are incorporated herein by this reference and shall be the boundaries of the District.

**SECTION 6**. The type of Services to be funded by the District are as described in Exhibit A to the Resolution of Intention, which exhibit is by this reference incorporated herein.

**SECTION 7**. Except to the extent that funds are otherwise available to the District to pay for the costs of the Services, a special tax sufficient to pay such costs, secured by recordation of a continuing lien against all non-exempt real property in the District, will be levied annually on property located within the District and collected in the same manner

as ordinary ad valorem property taxes or in such other manner as this City Council or its designee shall determine, including direct billing of the affected property owners. The proposed Rate and Method, in sufficient detail to allow each landowner within the proposed District to estimate the maximum amount such owner will have to pay, is set forth in Exhibit A attached to this Resolution, which exhibit is by this reference incorporated herein.

This City Council hereby finds that the provisions of Sections 53313.6, 53313.7 and 53313.9 of the Code (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district), are inapplicable to the District.

**SECTION 8**. The Finance Director of the City of Palmdale, 38300 Sierra Highway, Suite D, Palmdale, California 93550, telephone number (661) 267-5440 is the officer of the City that will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and which will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Code.

**SECTION 9**. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the District and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases.

**SECTION 10**. In accordance with Section 53325.7 of the Code, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the District is hereby preliminarily established at $50,000,000 and said appropriations limit shall be submitted to the qualified electors of the District as hereafter provided. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of Section 53325.7 of the Code, as incorporated by reference into the Code.

**SECTION 11**. Pursuant to the provisions of the Code, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the District at an election the time, place and conditions of which election shall be as specified by a separate resolution of this City Council.

**SECTION 12**. All or any portion of the territory proposed for annexation to the District, as described in Section 10 of the Resolution of Intention and on the boundary map of the District referred to in Section 5 above, may be annexed to the District from time to time upon the unanimous approval of the owner or owners of each parcel or parcels in the annexation area then to be annexed, without additional hearings, as permitted by Section 53339.7(a) of the Law.

**SECTION 13**. The City Clerk shall certify to the adoption of this Resolution.

**PASSED**, **APPROVED** and **ADOPTED** this 13th day of July, 2022.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Scott E. Porter
Acting City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Shanae S. Smith, City Clerk

# EXHIBIT A

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**
**FOR CITY OF PALMDALE**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1**
**(CITYWIDE MAINTENANCE AND SERVICES)**

A Special Tax, as hereinafter defined, shall be levied and collected in the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) ("CFD No. 2022-1") each Fiscal Year commencing in Fiscal Year 2022/23, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

## A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

**"Accessory Dwelling Unit" or "ADU"** means an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, that is accessory to a single-unit dwelling. The ADU of Developed Property may be on the same Assessor's Parcel as the single-unit dwelling or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU only.

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event that the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel may be determined by the CFD Administrator based upon, in the CFD Administrator's discretion, the applicable condominium plan, final map, parcel map or calculated using available spatial data and GIS.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State.

**"Administrative Expenses"** means the actual or reasonably estimated costs directly related to the administration of CFD No. 2022-1 including, but not limited to, the following: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD No. 2022-1. Administrative Expenses shall also include any other amounts incurred by the City or CFD No. 2022-1 in connection

with the administration of CFD No. 2022-1, and amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes, including, but not limited to, attorney's fees.

**"Annual Services Costs"** means the respective annual amounts determined by the CFD Administrator as reasonably needed to fund services authorized to be funded by CFD No. 2022-1 for the applicable yearly period.

**"Annual Special Tax Requirement"** means that amount with respect to CFD No. 2022-1 determined by the CFD Administrator as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, and (3) the amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2022-1, as well as an amount equal to reasonably anticipated delinquencies in the payment of the annual Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year (or as projected by the CFD Administrator for the first Fiscal Year's Special Tax levy).

**"Assessor's Data"** means Units, Acreage, or other information contained in the records of the County Assessor for each Assessor's Parcel.

**"Assessor's Parcel"** or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

**"Assessor's Parcel Number"** means, with respect to an Assessor's Parcel, that number assigned to such Assessment's Parcel by the County Assessor for purposes of identification.

**"CFD Administrator"** means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement (including the Annual Services Costs) and providing for the levy and collection of the Special Taxes.

**"CFD No. 2022-1"** means the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services).

**"City"** means the City of Palmdale, California.

**"City Council"** means the City Council of the City, acting as the legislative body of CFD No. 2022-1.

**"Commercial Property"** means Assessor's Parcels of Developed Property for which a building permit has been issued for a structure to be used for a commercial purpose.

**"County"** means the County of Los Angeles, California.

**"County Assessor"** means the County Assessor of the County.

**"Developed Property"** means, in any Fiscal Year, all Taxable Property in CFD No. 2022-1 for which a building permit for new construction was issued by the City prior to March 1 of the preceding Fiscal Year.

**"Exempt Property"** means all Assessors' Parcels within the boundary of CFD No. 2022-1 which are exempt from the Special Tax pursuant to Section E.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"GIS"** means a geographic information system.

**"Improved Square Foot(age)"** means, for Industrial Parking Facility Property, that paved square footage used for parking vehicles plus the structure square footage associated with any office or building on the property, as shown in Assessor's Data or in City building permit data.

**"Industrial Parking Facility Property"** means all Assessor's Parcels of Developed Property used for the temporary parking or storage of vehicles for a fee.

**"Industrial Property"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for a structure to be used for an industrial purpose., including a business park.

**"Maximum Special Tax"** means the maximum Special Tax authorized for levy in any Fiscal Year for a property land use of Taxable Property as described in Section C.

**"Mixed Use Property"** means all Assessor's Parcels that have been classified by the City to allow multiple property land uses on each such Assessor's Parcel. For example, an Assessor's Parcel that includes both Multi-Family Residential Property and Commercial Property land uses would be classified as Mixed Use Property.

**"Multi-Family Residential Property"** means, in any Fiscal Year, all Assessor's Parcels of Developed Property with two or more Units that share a single Assessor's Parcel Number, are offered for rent to the general public (or for resident manager purposes), and cannot be purchased by individual homebuyers, according to Assessor's Data or as otherwise known by the CFD Administrator. Multi-Family Property also means, in any Fiscal Year, all Assessor's Parcels of Developed Property with one Unit with a single Assessor's Parcel Number that is a condominium pursuant the definition in Civil Code Section 4125.

**"Non-Residential Property"** means all Assessor's Parcels of Developed Property within the boundaries of CFD 2022-01 for which a building permit(s) has been issued for a structure to be used for a non-residential use that is not Commercial Property or Industrial Property..

**"Open Space Property"** means property within the boundaries of CFD No. 2022-1 which (i) has been designated with specific boundaries and Acreage on a final subdivision map as open space, (ii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iii) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

**"Property Owner's Association"** means any duly constituted property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association or non-residential owner's association.

**"Property Owner's Association Property"** means any property within the boundaries of CFD No. 2022-1 which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

**"Proportionately"** means for Developed Property and Undeveloped Property, that the ratio of the Special Tax levy to the Maximum Annual Special Tax is equal within each respective Tax Zone.

**"Public Property"** means any property within the boundaries of CFD No. 2022-1 which (i) is owned by a public agency, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and Acreage on a final subdivision map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State, the County, the City, school districts, or any other governmental agency.

**"Rate and Method of Apportionment"** means this Rate and Method of Apportionment of Special Taxes for CFD No. 2022-1.

**"Single Family Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for a residential structure intended as a single primary Unit.

**"Special Tax"** means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

**"State"** means the State of California.

**"Tax Escalation Factor"** means on July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax as shown in Section C shall be increased by a minimum of two percent (2%) to a maximum of six percent (6%), determined by the CFD Administrator on an annual basis as needed to increase the Maximum Special Tax to satisfy the Special Tax Requirement for the succeeding and future Fiscal Years.

**"Tax Zone"** means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD No. 2022-1 at the time of its formation is within Tax Zone No. 1.*** Additional Tax Zones may be created when property is annexed to CFD No. 2022-1, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD No. 2022-1 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

**"Taxable Property"** means all the Assessor's Parcels within the boundaries of CFD No. 2022-1 that are not exempt from the Special Tax pursuant to law or Section E below.

**"Undeveloped Property"** means all the Assessor's Parcels of Taxable Property within the boundaries of CFD No. 2022-1 that are not Developed Property.

**"Unit"** means (i) for Single Family Residential Property, an individual single family detached residential unit, (ii) for Multi-Family Residential Property, a townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

**"Welfare Exempt Property"** means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2022-1 that have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code.

## B. DETERMINATION OF TAXABLE PARCELS

On, or about, July 1 of each Fiscal Year, the CFD Administrator shall determine the Assessor's Parcel Numbers for all Taxable Property within CFD No. 2022-1for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (ii) which Parcels are Developed Property and Undeveloped Property; (iii) the number of Units or Acreage each Parcel contains; (iv) the property type, i.e., Single Family Residential Property, Multi-Family Residential Property, Non-Residential Property, , etc.; and (v) the Annual Special Tax Requirement for the Fiscal Year.

## C. MAXIMUM ANNUAL SPECIAL TAX RATE

The Maximum Special Tax for each Assessor's Parcel of Taxable Property within Tax Zone No. 1 shall be assigned according to the table on the following page.

**Tax Zone No. 1**
**Fiscal Year 2022/23**

| Property Land Use | Maximum Special Tax Rate | Per |
|---|---|---|
| Industrial Property | $257.33 | Acre |
| Accessory Dwelling Units | 50% of the applicable Maximum Special Tax Rate for the property type of the primary property land use. | Unit |
| Undeveloped Property | $200.00 | Parcel |

** On each July 1, commencing on July 1, 2023, the Maximum Special Tax Rate shall be increased by the Tax Escalation Factor.*

On July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax for Tax Zone No. 1 shall be increased by an amount equal to the Tax Escalation Factor.

Different Maximum Special Tax rates and additional property land uses classes may be identified in respective Tax Zones at the tine property is annexed to CFD No. 2022-1 in the future.

## D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

All Taxable Property shall be subject to an annual Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2022-1 by the method shown below.

First: Determine the Annual Special Tax Requirement.

Second: Levy the Special Tax on each Parcel of Developed Property and Undeveloped Property, Proportionately, up to the applicable Maximum Special Tax.

Notwithstanding the foregoing, under no circumstances will the Special Tax on any Assessor's Parcel used for private residential purposes be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2022-1.

## E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment, no Special Tax shall be levied on Property Owner's Association Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5, and 53340.1 of the Act.

Welfare Exempt Property shall be exempt from the Special Tax in only for Fiscal Year's for which the property qualifies as Welfare Exempt Property.

## F. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct with respect to one or more specific Assessor's Parcels. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Taxes theretofore levied on the Assessor's Parcel(s). In addition, during the term of the appeal process, all Special Tax levied must be paid for the subject Assessor's Parcel(s) prior to delinquency.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, , then an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

## G. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The City Council may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Taxes, method of apportionment, the classification of Assessor's Parcels, or any definition used herein, as long as such correction does not materially affect the levy and collection of Special Taxes. In addition, the interpretation and application of any section of this document shall be at the CFD Administrator's discretion.

## H. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2022-1.

A Special Tax shall be levied commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Annual Special Tax Requirement and shall be levied each Fiscal Year thereafter for as long as required to satisfy the Annual Special Tax Requirement.

## I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE CALLING SPECIAL ELECTION WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES)

**WHEREAS**, on this date, this City Council adopted Resolution No. CC 2022-061 entitled "A Resolution of the City Council of the City of Palmdale of Formation of the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District and Providing for the Future Annexation of Property to the District" (the "Resolution of Formation"), ordering the formation of the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) (the "District"), authorizing the levy of a special tax on property within the District, preliminarily establishing an appropriations limit for the District and providing for the future annexation of territory to the District; and

**WHEREAS**, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of said special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the District as required by the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 and following of the California Government Code (the "Code").

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

**SECTION 1**. Pursuant to Sections 53326 and 53325.7 of the Code, the issues of the levy of said special tax and the establishment of said appropriations limit shall be submitted to the qualified electors of the District at an election called therefor as provided below.

**SECTION 2**. As authorized by Section 53353.5 of the Code, the two propositions described in Section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit "A" and by this reference incorporated herein. Said form of ballot is hereby approved.

**SECTION 3**. This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the District for each of the ninety (90) days preceding the close of the public hearing heretofore conducted and concluded by this City Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Code, this City Council finds that for purposes of these proceedings the qualified elector is the sole owner of the land initially included within the District and that

the vote shall be by said landowner or its authorized representative, having one vote for each acre or portion thereof the landowner owns in the District as of the close of the public hearing.

**SECTION 4**. This City Council hereby calls a special election to consider the measures described in Section 2 above, which election shall be held in the City Council Chambers immediately following adoption of this Resolution. The City Clerk is hereby designated as the official to conduct said election. It is hereby acknowledged that the City Clerk has on file a copy of the Resolution of Formation, a copy of the map of the proposed boundaries of the District, and a sufficient description to allow the City Clerk to determine the boundaries of the District.

**SECTION 5**. Pursuant to Section 53327 of the Code, the election shall be conducted by mail or hand-delivered ballot pursuant to the California Elections Code, and as otherwise permitted by the Code.

**SECTION 6**. This City Council acknowledges that the City Clerk has caused to be delivered to the sole qualified elector of the District a ballot in the form set forth in Exhibit "A" hereto. The ballot indicates the number of votes to be voted by the landowner.

The ballot was accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot was enclosed with the ballot, had the return postage prepaid, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board.

Analysis and arguments with respect to the ballot measures have been waived by the landowner in its petition to form the District, as permitted in Section 53327 of the Code.

**SECTION 7**. The City Clerk shall accept the ballot of the qualified elector in the City Council Chambers upon or prior to the adoption of this Resolution, whether said ballot be personally delivered or received by mail. The City Clerk shall have available a ballot which may be marked at said location on the election day by the qualified elector.

**SECTION 8**. This City Council hereby further finds that the provision of Section 53326 of the Code requiring a minimum of 45 days following the adoption of the Resolution of Formation to elapse before said special election is for the protection of the qualified elector of the District. The ballot to be executed by the qualified elector of the District contains a waiver of the time for said special election to expedite the process of formation of the District and a waiver of any requirement for ballot measure analysis and arguments in connection with the election. Accordingly, this City Council finds and determines that the qualified elector has been fully apprised of and has agreed to the

shortened time for the election and waiver of ballot measure analysis and arguments, and has thereby been fully protected in these proceedings. This City Council also finds and determines that the City Clerk has concurred in the shortened time for the election.

**SECTION 9**. The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Scott E. Porter
Acting City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Shanae S. Smith, City Clerk

EXHIBIT A

CITY OF PALMDALE
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(CITYWIDE MAINTENANCE AND SERVICES)

OFFICIAL BALLOT

Special Tax Election
(July 13, 2022)

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Palmdale no later than immediately after adoption on July 13, 2022 of the resolution of the City Council calling said election, either by mail or in person. The City Clerk's office is located at 38300 North Sierra Highway, Palmdale, California 93550.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Palmdale and obtain another.

| | |
|---|---|
| BALLOT MEASURE: Shall a special tax payable solely from lands within the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) (the "District") be levied annually upon lands within the District to pay for the costs of the services eligible to be funded by the District and the costs of the City in administering the District, and shall the initial annual appropriations limit of the District be established in the amount of $50,000,000? | Yes: _____<br><br>No: _____ |

By execution in the space provided below, you also indicate your waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 81

Property Owned by Property Owner: Los Angeles County Assessor's Parcel No. 3170-015-007

Property Owner: Copart Inc.

By: _____
Its: _____

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN – COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES)

**WHEREAS**, in proceedings heretofore conducted by this City Council pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 and following of the California Government Code (the "Code"), this City Council on this date adopted Resolution No. CC 2022-062 entitled "A Resolution of the City Council of the City of Palmdale Calling Special Election Within Community Facilities District No. 2022-1 (Citywide Maintenance and Services)", calling for a special election of the qualified electors within the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) (the "District"); and

**WHEREAS**, pursuant to the terms of said Resolution, which are by this reference incorporated herein, the special election was held on this date, and the City Clerk has on file a Canvass and Statement of Results of Election, a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, this City Council has reviewed the Canvass and Statement of Results of Election and hereby approves it.

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 issues presented at the special election were the levy of a special tax within the District to be levied in accordance with the rate and method of apportionment of special taxes heretofore approved by this City Council by its Resolution No. CC 2022-061 adopted this date entitled "A Resolution of the City Council of the City of Palmdale of Formation of the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District and Providing for the Future Annexation of Property to the District," and the approval of an annual appropriations limit of not to exceed $50,000,000 pursuant to said Resolution.

**SECTION 2**. Pursuant to the Canvass and Statement of Results of Election on file with the City Clerk, the issues presented at the special election were approved by the sole qualified elector of the District by its votes cast at the special election.

**SECTION 3**. Pursuant to said voter approval, the District is hereby declared to be fully formed with the authority to levy special taxes as heretofore provided in these proceedings and in the Code.

**SECTION 4**. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the District were valid and in conformity with the Code.

**SECTION 5**. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Los Angeles a notice of special tax lien in a form provided by the City's District Formation Counsel, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

**SECTION 6**. The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

Approved as to form:

Steven D. Hofbauer, Mayor

ATTEST:

Scott E. Porter
Acting City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Shanae S. Smith, City Clerk

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF PALMDALE
Community Facilities District No. 2022-1
(Citywide Maintenance and Services)

I hereby certify that on July 13, 2022, I canvassed the returns of the election held on July 13, 2022, in the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) and the total number of votes cast in said District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

| | Qualified Landowner Votes | Votes Cast | YES | NO |
|---|---|---|---|---|
| City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) Special Tax Election, July 13, 2022. | 81 | 81 | ___ | ___ |

*BALLOT MEASURE:* Shall a special tax payable solely from lands within the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) (the "District") be levied annually upon lands within the District to pay for the costs of the services eligible to be funded by the District, and the costs of the City in administering the District, and shall the initial annual appropriations limit of the District be established in the amount of $50,000,000?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 13th day of July, 2022.

By: _____
City Clerk,
City of Palmdale

CITY OF PALMDALE

COUNTY OF LOS ANGELES, CALIFORNIA

ORDINANCE NO. 1588

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE LEVYING SPECIAL TAXES WITHIN CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES)

**WHEREAS**, on June 1, 2022, this City Council adopted Resolution No. CC 2022-060 entitled "A Resolution of the City Council of the City of Palmdale Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Therein – Citywide Maintenance and Services" stating its intention to establish the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 and following of the California Government Code (the "Code"), to provide funds to pay the costs of certain maintenance and services (the "Services"), as described therein; and

**WHEREAS**, notice was published as required by the Code relative to the intention of this City Council to form the District and to fund costs of the Services; and

**WHEREAS**, on July 13, 2022, this City Council has held a noticed public hearing as required by Code relative to the determination to proceed with the formation of the District and the rate and method of apportionment of the special tax to be levied within the District to fund costs of the Services; and

**WHEREAS**, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the District and the levy of said special taxes were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held; and

**WHEREAS**, subsequent to said hearing, this City Council adopted Resolution No. CC 2022-061 entitled "A Resolution of the City Council of the City of Palmdale of Formation of City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District and Providing for the Future Annexation of Property to the District" (the "Resolution of Formation"), and Resolution No. CC 2022-062 entitled "A Resolution of the City Council of the City of Palmdale Calling Special Election Within Community Facilities District No. 2022-1 (Citywide Maintenance and Services)", which resolutions established the District, authorized the levy of a special tax with the District, and called an election within the District on the proposition of levying a special tax on property in, and establishing an appropriations limit for, the District, respectively; and

**WHEREAS**, an election was held within the District in which the sole eligible landowner elector approved said propositions.

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

**SECTION 1**. By the passage of this Ordinance this City Council hereby authorizes and levies special taxes within the District pursuant to Code Sections 53328 and 53340 at the rate and in accordance with the method of apportionment set forth in Exhibit A to the Resolution of Formation (the "Rate and Method of Apportionment"). The special taxes are hereby levied commencing in fiscal year 2022-23 and in each fiscal year thereafter.

**SECTION 2**. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the District, in the manner and as provided in the Rate and Method of Apportionment.

**SECTION 3**. Properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes, to the extent set forth in the Rate and Method of Apportionment. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.

**SECTION 4**. All of the collections of the special tax shall be used as provided for in the Code, the Rate and Method of Apportionment, and in the Resolution of Formation including, but not limited to, the payment of the costs of the City in administering the District and the costs of collecting and administering the special tax.

**SECTION 5**. The special taxes shall be collected from time to time as necessary to meet the financial obligations of the District on the secured real property tax roll in the same manner as ordinary *ad valorem* taxes are collected. The special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of Section 53356.1 of the Code shall apply to delinquent special tax payments. The Finance Director is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Los Angeles and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of the District in each fiscal year.

Notwithstanding the foregoing, the Finance Director of the City may collect one or more installments of the special taxes by means of direct billing by the City of the property owners within the District if, in the judgment of the Finance Director, such means of collection will reduce the administrative burden on the City in administering the District or is otherwise appropriate in the circumstances. In such event, the special taxes shall become delinquent if not paid when due as set forth in any such respective billing to the property owners.

**SECTION 6**. The Finance Director is hereby directed to establish an account for the District (which need not be a separate deposit account, but may be a separate general ledger account so long as such proceeds can be separately accounted for) into which proceeds of the special tax levied for the District will be deposited, and the Finance Director is hereby directed to file an annual report with this City Council as required by Section 50075.3 of the Code.

**SECTION 7**. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

**SECTION 8**. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

**PASSED**, **APPROVED** and **ADOPTED** this _____ day of July, 2022.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing 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 August, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

_____
Shanae S. Smith, City Clerk

RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

City Clerk
City of Palmdale
38300 North Sierra Highway
Palmdale, CA 93550

# NOTICE OF SPECIAL TAX LIEN

## CITY OF PALMDALE
## COMMUNITY FACILITIES DISTRICT NO. 2022-1
## (CITYWIDE MAINTENANCE AND SERVICES)

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 and following of the California Government Code (the "Code"), the undersigned City Clerk of the City of Palmdale (the "City"), County of Los Angeles, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City, County of Los Angeles, State of California. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of certain maintenance and services, as described on Exhibit A attached hereto and by this reference made a part hereof, and otherwise to pay the costs of administering the below-mentioned community facilities district.

The special tax is authorized to be levied within the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services), which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Code, as incorporated by reference into the Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit B attached hereto and by this reference made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are as follows: none.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Los Angeles, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services), in accordance with Section 3115.5 of the California Streets and Highways Code.

The name(s) of the owner(s) and the assessor's tax parcel number(s) of the real property included within this community facilities district and not exempt from the special tax are as set forth in Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the community facilities district recorded on June 22, 2022 at 10:04 a.m. in Book 196 of Maps of Assessment and Community Facilities Districts at Pages 28-29 (instrument no. 20220653318), in the office of the County Recorder for the County of Los Angeles, State of California, which map is the final boundary map of the community facilities district.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to this special tax lien, interested persons should contact the Finance Director of the City of Palmdale, 38300 Sierra Highway, Palmdale, Suite D, California 93550, telephone number (661) 267-5440.

Dated: July __, 2022.

By: _____
City Clerk,
City of Palmdale

16007.47:J18294

EXHIBIT A

CITY OF PALMDALE
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(CITYWIDE MAINTENANCE AND SERVICES)

DESCRIPTION OF MAINTENANCE AND SERVICES, AND
OTHER COSTS, ELIGIBLE TO BE FINANCED BY THE DISTRICT

MAINTENANCE AND SERVICES:
The maintenance and services eligible to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance and lighting of parks, parkways, streets, roads and open space, as well as maintenance of landscaping, storm drains and appurtenances located within the City. More specifically, the services shall include, but not be limited to, the removal, repair, relocation, replacement or acquisition of light standards, poles, bulbs, fixtures and appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and servicing of the street lighting and traffic signal improvements and highway safety lights, ongoing maintenance and servicing of trees and landscaping including, but not limited to, trees, shrubs, grass and other ornamental vegetation, drainage basins, drywells and appurtenant devices, including irrigation systems, watering, and other associated landscape maintenance, irrigation and vegetation control, repair and sealing, tree trimming and vegetation maintenance and control; the installation, maintenance and replacement of irrigation lines and water lines, lighting, fencing, security improvements and signage; trash removal and recycling and graffiti abatement and removal; and any other public services authorized to be funded under Section 53313(d) and (e) of the California Government Code. The DISTRICT may fund any of the following related to the services described above: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities, paying the salaries and benefits of personnel (including but not limited to maintenance workers, patrol guards and other personnel), and for payment of other related expenses (including but not limited to employee benefit expenses and an allocation of general overhead expenses), payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services and capital replacements.

Any services to be funded by the District must be in addition to those provided in the territory of the District before the District was created, and may not supplant services already available within that territory when the District is created. It is expected that the services will be provided by the City of Palmdale (the "City"), either with its own employees or by contract with third parties, or any combination thereof.

ADMINISTRATIVE EXPENSES:
The administrative expenses to be funded by the District include the direct and indirect expenses incurred by the City in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the City related to the District or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the District.

OTHER:
The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the City of all costs associated with the establishment of the District and any property annexed to the District.

EXHIBIT B

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**
**FOR CITY OF PALMDALE**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1**
**(CITYWIDE MAINTENANCE AND SERVICES)**

A Special Tax, as hereinafter defined, shall be levied and collected in the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services) ("CFD No. 2022-1") each Fiscal Year commencing in Fiscal Year 2022/23, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

## A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

**"Accessory Dwelling Unit" or "ADU"** means an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, that is accessory to a single-unit dwelling. The ADU of Developed Property may be on the same Assessor's Parcel as the single-unit dwelling or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU only.

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event that the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel may be determined by the CFD Administrator based upon, in the CFD Administrator's discretion, the applicable condominium plan, final map, parcel map or calculated using available spatial data and GIS.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State.

**"Administrative Expenses"** means the actual or reasonably estimated costs directly related to the administration of CFD No. 2022-1 including, but not limited to, the following: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD No. 2022-1. Administrative Expenses shall also include any other amounts incurred by the City or CFD No. 2022-1 in connection

with the administration of CFD No. 2022-1, and amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes, including, but not limited to, attorney's fees.

**"Annual Services Costs"** means the respective annual amounts determined by the CFD Administrator as reasonably needed to fund services authorized to be funded by CFD No. 2022-1 for the applicable yearly period.

**"Annual Special Tax Requirement"** means that amount with respect to CFD No. 2022-1 determined by the CFD Administrator as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, and (3) the amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2022-1, as well as an amount equal to reasonably anticipated delinquencies in the payment of the annual Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year (or as projected by the CFD Administrator for the first Fiscal Year's Special Tax levy).

**"Assessor's Data"** means Units, Acreage, or other information contained in the records of the County Assessor for each Assessor's Parcel.

**"Assessor's Parcel"** or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

**"Assessor's Parcel Number"** means, with respect to an Assessor's Parcel, that number assigned to such Assessment's Parcel by the County Assessor for purposes of identification.

**"CFD Administrator"** means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement (including the Annual Services Costs) and providing for the levy and collection of the Special Taxes.

**"CFD No. 2022-1"** means the City of Palmdale Community Facilities District No. 2022-1 (Citywide Maintenance and Services).

**"City"** means the City of Palmdale, California.

**"City Council"** means the City Council of the City, acting as the legislative body of CFD No. 2022-1.

**"Commercial Property"** means Assessor's Parcels of Developed Property for which a building permit has been issued for a structure to be used for a commercial purpose.

**"County"** means the County of Los Angeles, California.

**"County Assessor"** means the County Assessor of the County.

**"Developed Property"** means, in any Fiscal Year, all Taxable Property in CFD No. 2022-1 for which a building permit for new construction was issued by the City prior to March 1 of the preceding Fiscal Year.

**"Exempt Property"** means all Assessors' Parcels within the boundary of CFD No. 2022-1 which are exempt from the Special Tax pursuant to Section E.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"GIS"** means a geographic information system.

**"Improved Square Foot(age)"** means, for Industrial Parking Facility Property, that paved square footage used for parking vehicles plus the structure square footage associated with any office or building on the property, as shown in Assessor's Data or in City building permit data.

**"Industrial Parking Facility Property"** means all Assessor's Parcels of Developed Property used for the temporary parking or storage of vehicles for a fee.

**"Industrial Property"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for a structure to be used for an industrial purpose., including a business park.

**"Maximum Special Tax"** means the maximum Special Tax authorized for levy in any Fiscal Year for a property land use of Taxable Property as described in Section C.

**"Mixed Use Property"** means all Assessor's Parcels that have been classified by the City to allow multiple property land uses on each such Assessor's Parcel. For example, an Assessor's Parcel that includes both Multi-Family Residential Property and Commercial Property land uses would be classified as Mixed Use Property.

**"Multi-Family Residential Property"** means, in any Fiscal Year, all Assessor's Parcels of Developed Property with two or more Units that share a single Assessor's Parcel Number, are offered for rent to the general public (or for resident manager purposes), and cannot be purchased by individual homebuyers, according to Assessor's Data or as otherwise known by the CFD Administrator. Multi-Family Property also means, in any Fiscal Year, all Assessor's Parcels of Developed Property with one Unit with a single Assessor's Parcel Number that is a condominium pursuant the definition in Civil Code Section 4125.

**"Non-Residential Property"** means all Assessor's Parcels of Developed Property within the boundaries of CFD 2022-01 for which a building permit(s) has been issued for a structure to be used for a non-residential use that is not Commercial Property or Industrial Property..

**"Open Space Property"** means property within the boundaries of CFD No. 2022-1 which (i) has been designated with specific boundaries and Acreage on a final subdivision map as open space, (ii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iii) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

**"Property Owner's Association"** means any duly constituted property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association or non-residential owner's association.

**"Property Owner's Association Property"** means any property within the boundaries of CFD No. 2022-1 which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

**"Proportionately"** means for Developed Property and Undeveloped Property, that the ratio of the Special Tax levy to the Maximum Annual Special Tax is equal within each respective Tax Zone.

**"Public Property"** means any property within the boundaries of CFD No. 2022-1 which (i) is owned by a public agency, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and Acreage on a final subdivision map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State, the County, the City, school districts, or any other governmental agency.

**"Rate and Method of Apportionment"** means this Rate and Method of Apportionment of Special Taxes for CFD No. 2022-1.

**"Single Family Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for a residential structure intended as a single primary Unit.

**"Special Tax"** means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

**"State"** means the State of California.

**"Tax Escalation Factor"** means on July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax as shown in Section C shall be increased by a minimum of two percent (2%) to a maximum of six percent (6%), determined by the CFD Administrator on an annual basis as needed to increase the Maximum Special Tax to satisfy the Special Tax Requirement for the succeeding and future Fiscal Years.

**"Tax Zone"** means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD No. 2022-1 at the time of its formation is within Tax Zone No. 1.*** Additional Tax Zones may be created when property is annexed to CFD No. 2022-1, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD No. 2022-1 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

**"Taxable Property"** means all the Assessor's Parcels within the boundaries of CFD No. 2022-1 that are not exempt from the Special Tax pursuant to law or Section E below.

**"Undeveloped Property"** means all the Assessor's Parcels of Taxable Property within the boundaries of CFD No. 2022-1 that are not Developed Property.

**"Unit"** means (i) for Single Family Residential Property, an individual single family detached residential unit, (ii) for Multi-Family Residential Property, a townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

**"Welfare Exempt Property"** means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2022-1 that have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code.

## B. DETERMINATION OF TAXABLE PARCELS

On, or about, July 1 of each Fiscal Year, the CFD Administrator shall determine the Assessor's Parcel Numbers for all Taxable Property within CFD No. 2022-1for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (ii) which Parcels are Developed Property and Undeveloped Property; (iii) the number of Units or Acreage each Parcel contains; (iv) the property type, i.e., Single Family Residential Property, Multi-Family Residential Property, Non-Residential Property, , etc.; and (v) the Annual Special Tax Requirement for the Fiscal Year.

## C. MAXIMUM ANNUAL SPECIAL TAX RATE

The Maximum Special Tax for each Assessor's Parcel of Taxable Property within Tax Zone No. 1 shall be assigned according to the table on the following page.

**Tax Zone No. 1**
**Fiscal Year 2022/23**

| Property Land Use | Maximum Special Tax Rate | Per |
|---|---|---|
| Industrial Property | $257.33 | Acre |
| Accessory Dwelling Units | 50% of the applicable Maximum Special Tax Rate for the property type of the primary property land use. | Unit |
| Undeveloped Property | $200.00 | Parcel |

** On each July 1, commencing on July 1, 2023, the Maximum Special Tax Rate shall be increased by the Tax Escalation Factor.*

On July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax for Tax Zone No. 1 shall be increased by an amount equal to the Tax Escalation Factor.

Different Maximum Special Tax rates and additional property land uses classes may be identified in respective Tax Zones at the tine property is annexed to CFD No. 2022-1 in the future.

## D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

All Taxable Property shall be subject to an annual Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2022-1 by the method shown below.

First: Determine the Annual Special Tax Requirement.

Second: Levy the Special Tax on each Parcel of Developed Property and Undeveloped Property, Proportionately, up to the applicable Maximum Special Tax.

Notwithstanding the foregoing, under no circumstances will the Special Tax on any Assessor's Parcel used for private residential purposes be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2022-1.

## E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment, no Special Tax shall be levied on Property Owner's Association Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5, and 53340.1 of the Act.

Welfare Exempt Property shall be exempt from the Special Tax in only for Fiscal Year's for which the property qualifies as Welfare Exempt Property.

## F. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct with respect to one or more specific Assessor's Parcels. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Taxes theretofore levied on the Assessor's Parcel(s). In addition, during the term of the appeal process, all Special Tax levied must be paid for the subject Assessor's Parcel(s) prior to delinquency.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, , then an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

## G. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The City Council may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Taxes, method of apportionment, the classification of Assessor's Parcels, or any definition used herein, as long as such correction does not materially affect the levy and collection of Special Taxes. In addition, the interpretation and application of any section of this document shall be at the CFD Administrator's discretion.

## H. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2022-1.

A Special Tax shall be levied commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Annual Special Tax Requirement and shall be levied each Fiscal Year thereafter for as long as required to satisfy the Annual Special Tax Requirement.

## I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

EXHIBIT C

ASSESSOR'S PARCEL NUMBERS AND OWNER OF LAND WITHIN
CITY OF PALMDALE
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(CITYWIDE MAINTENANCE AND SERVICES)

| Names of Property Owner | Los Angeles County Assessor's Parcel Nos. |
|---|---|
| Copart Inc.<br>14185 Dallas Parkway, Suite 300<br>Dallas, Texas 75254 | 3170-015-007 |

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS**
**ENGINEERING DIVISION**

**DISTRICT:** **ALL**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-043, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING THE SEWER COLLECTION SERVICE CHARGE AND ORDERING THE CONTINUATION OF THE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE PALMDALE SEWER COLLECTION SYSTEM FOR FISCAL YEAR 2022/2023**

## ISSUE

Adopt Resolution No. CC 2022-043, a Resolution of the City Council of the City of Palmdale updating the Sewer Collection Service Charge and ordering the continuation of the charge for the operation and maintenance of the Palmdale sewer collection system for Fiscal Year 2022/2023.

## RECOMMENDATION

Staff recommends that the City Council hold the public hearing to accept public testimony and adopt Resolution No. CC 2022-043.

## BACKGROUND

In July 2009, the City took over maintenance and operation of the sewer collection system from the Consolidated Sewer Maintenance District (CSMD) of Los Angeles County. At that time, the City withdrew from CSMD and became responsible for the maintenance, operation, repair, rehabilitation, and replacement of the sewer collection system within the City boundary. The City-owned collection facilities convey wastewater to trunk sewers and treatment facilities owned by Sanitation Districts #14 and #20 of Los Angeles County.

In order to fund the operation and maintenance of the sewer collection system, the City initiated notification and protest proceedings as specified in Section 53750 of the California State Government Code and Article XIII D of the California State Constitution. On June 18, 2008, the City Council held the public hearing. A majority of property owners did not present written protests, and therefore the City Council passed Resolution CC 2008-056 which adopted the Fee. Additionally, on June 18, 2008, the City Council adopted Ordinance 1353 adopting Chapter 13.05 of the Palmdale Municipal Code establishing a Sewer Collection Service Charge. On April 1, 2009, the City Council

adopted Ordinance 1361 amending Section 13.05.130 of Chapter 13.05 of the Palmdale Municipal Code.

In 2020, the City initiated a rate study to review the sewer collection service charges. The "Sewer Service Charge Analysis, Five Year Rate Proposal" (the "Rate Study") was completed by Bartle Wells Associates in April 2020. The Rate Study determined that the City currently receives sufficient revenues from the Fee to provide its sewer collection services, sewer related repairs, and capital projects. The analysis further states that the sewer enterprise fund is in good financial condition, and the Fee should continue to be applied unchanged at the rate of $103.63 per sewage unit for five years, from Fiscal Year 2020/21 to Fiscal Year 2024/25.

The City Council will consider today adoption of Resolution No. CC 2022-043, which orders the continuation of the levy of the Fee for Fiscal Year 2022/2023.

## DISCUSSION

The City has worked with NBS to prepare the Fiscal Year 2022/2023 Sewer Collection Service Charge Report dated June 2022, which contains the methodology for determining the Fee and assigning it to each parcel, estimates the cost for operations and maintenance of the sewer collection system, and lists the rate of the Fee.

The City Council will hold a public hearing regarding the approval of the Fiscal Year 2022/2023 Sewer Collection Service Charge Report dated June 2022 and the ordering of the levy for Fiscal Year 2022/2023. Following the public hearing, the City Council will consider adoption of Resolution No. CC 2022-043, ordering the continuation of the charge for the operation and maintenance of the City's sewer collection system and the continuation of the levy and collection of the Fee on the Los Angeles County tax rolls.

## FISCAL IMPACT

Details of the Fee are within the Fiscal Year 2022/2023 Sewer Collection Service Charge Report, dated June 2022, included as an attachment.

Approval of the Fee would result in revenues that would fund the maintenance and operation of the sewer collection system owned by the City for Fiscal Year 2022/2023. The Fee for Fiscal Year 2022/2023 is $103.63 per sewage unit, which is the same rate since Fiscal Year 2010/2011. The proposed total Fee for Fiscal Year 2022/2023 is $5,483,063.11.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community viability.

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

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan, P. E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. Resolution No. CC 2022-043
2. Fiscal Year 2022/2023 Sewer Collection Service Charge Report

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING THE SEWER COLLECTION SERVICE CHARGE AND ORDERING THE CONTINUATION OF THE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE PALMDALE SEWER COLLECTION SYSTEM FOR FISCAL YEAR 2022/2023

**WHEREAS**, the City of Palmdale owns the local sewer system and requires sufficient fees and charges to fund the operation, maintenance and replacement of the sanitary sewer system; and

**WHEREAS**, on June 4, 2008, the City Council adopted Resolution No. CC 2008-056 approving the Sewer Fee Report for the Palmdale Sewer System Analysis, dated April 2008, to establish a Sewer Collection Service Charge to fund the collection, operation and maintenance of the Palmdale Sewer Collection System; and

**WHEREAS**, on June 18, 2008, the City Council adopted Ordinance 1353 adopting Chapter 13.05 of the Palmdale Municipal Code establishing a Sewer Collection Service Charge on all properties within the corporate limits of the City of Palmdale; and

**WHEREAS**, on April 1, 2009, the City Council adopted Ordinance 1361, amending Section 13.05.130 of Chapter 13.05 of the Palmdale Municipal Code relative to sewer collection service charges and clarifying certain sewage units in Section 13.05.130, Table A, to correct some errors in the number of sewage units for designated land uses; and

**WHEREAS**, in April 2020, the City prepared a Sewer Rate Study to review the Sewer Collection Service Charge, which determined that the sewer service charge rate of $103.63 per sewer unit, applied since Fiscal Year 2010/2011, provides sufficient revenue to fund the operations and maintenance of the sewer collection system and sewer related repairs and expansion as required, and therefore determined the sewer service charge rate should continue to be applied unchanged for the next five years, from Fiscal Year 2020/2021 to Fiscal Year 2024/2025; and

**WHEREAS**, City staff will submit an annual report each fiscal year determining the actual amount of sewer service charges to be levied and shall submit such annual report to the City Council for approval. After which, the sewer service charges may be levied and collected in the manner as set forth in Ordinance No. 1353, and Ordinance No. 1361.

**WHEREAS**, on July 13, 2022 at the hour of 7:00 p.m. at the City Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, California, a public

hearing was conducted by this City Council on the question of the levy of the proposed sewer service charge, notice of which hearing was given as required by law.

**WHEREAS**, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation of the levy were fully heard and considered by this City Council, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this City Council thereby acquired jurisdiction to order the levy and the confirmation of the sewer service charge prepared by and made a part of the Fiscal Year 2022/2023 Sewer Collection Service Charge Report dated June 2022.

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

**SECTION 1.** The foregoing recitals are true and correct.

**SECTION 2.** The City Council of the City of Palmdale hereby finds that the public interest and convenience requires the continued maintenance and operation of the Palmdale Sewer System improvements within the City of Palmdale's boundaries.

**SECTION 3.** The sewer service charges as set forth in the Fiscal Year 2022/2023 Sewer Collection Service Charge Report dated June 2022, or as modified, are hereby approved, confirmed, and adopted by the City Council.

**SECTION 4.** The sewer service charge rates shown in Ordinance No. 1353 for Fiscal Years 2008/2009, 2009/2010, and 2010/2011 are the maximum sewer service charge rates allowed for these years, and the sewer charge applied for Fiscal Year 2022/2023 is the same as the sewer service charge rate approved since Fiscal Year 2010/2011, as justified by the Fiscal Year 2022/2023 Sewer Collection Service Charge Report dated June 2022.

**SECTION 5.** The adoption of this Resolution constitutes the continuation of the levy of the sewer service charge rate of $103.63 per sewage unit for benefiting parcels for the operation and maintenance of the Palmdale Sewer Collection System for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023.

**SECTION 6.** The amount of sewer service charges to be assessed for the expenses of the maintenance, operation, and service, as described in the Fiscal Year 2022/2023 Sewer Collection Service Charge Report dated June 2022, Ordinance No. 1353, and Ordinance No. 1361, shall be collected at the same time and in the same manner as Los Angeles County taxes are collected. Sewer service charge revenue shall be disbursed and expended for the maintenance, operation, and service of the Palmdale Sewer Collection System, all as described in the annual Fiscal Year 2022/2023 Sewer Collection Service Charge Report and in Ordinance No. 1353.

**SECTION 7.** The City Clerk shall certify to the adoption of this Resolution and shall file a certified copy with the Los Angeles County Auditor.

**PASSED, APPROVED** and **ADOPTED** this 13th day of July 2022.

Approved as to form:

_____
Scott E. Porter
Acting City Attorney

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

# CITY OF PALMDALE

*Fiscal Year 2022/23 Sewer Fee Report For:*

## Sewer Collection Service Charge

**June 2022**

Prepared by:

NBS
helping communities fund tomorrow

nbsgov.com

**Corporate Headquarters**
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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# 1. INTRODUCTION

## 1.1 Background

In July 2009, the City of Palmdale (the "City") took over the maintenance and operation of the sewer collection system from the Consolidated Sewer Maintenance District (CSMD) of Los Angeles County. At that time, the City withdrew from the CSMD and became responsible for the maintenance, operation, repair, rehabilitation, and replacement of the sewer collection system within the City's boundary. The City-owned collection facilities convey wastewater to trunk sewers and treatment facilities owned by Sanitation Districts #14 and #20 of Los Angeles County.

In order to fund the operation and maintenance of the sewer collection system, the City initiated notification and protest proceedings as specified in Section 53750 of the California State Government Code and Article XIII D of the California State Constitution. Notices were mailed to property owners in areas currently served by the municipal sewer system or likely to be served by the municipal sewer system in the future. The notice explained the reason for the proposed Sewer Collection Service Charge (the "Fee"), the method by which the Fee is calculated, and the rates for Fiscal Years 2008/09, 2009/10, and 2010/11. The notice also included the time, date, and place of a public hearing for the Fee, and instructions that property owners could file written protests against implementation of the Fee. The notice specified that if a majority of property owners filed written protests, the Fee would not be charged.

On June 18, 2008, the City held the public hearing. A majority of property owners did not present written protests, and therefore the City passed Resolution CC 2008-082 which adopted the Fee.

In 2020, the City ordered a rate study to evaluate the sewer collection service charges for the next five fiscal years. The "Sewer Service Charge Analysis, Five Year Rate Proposal" (the "Rate Study") was completed by Bartle Wells Associates in April 2020. The Rate Study shows that the City currently receives enough revenues from the Fee to provide its sewer collection services, sewer related repairs, and capital projects. The Rate Study analysis further states that the sewer enterprise is in good financial condition, and an increased rate above the current rate of $103.63 per sewage unit is not anticipated for five years.

The Fee funds only the maintenance and operation of the sewer collection system within the City and does not fund the maintenance and operation of either the trunk sewers or wastewater treatment facilities.

## 1.2 Process for Annual Fee

The resolution adopting the Fee specified that a written report shall be filed annually with the City Clerk, which contains a description of each parcel of real property receiving the Fee and the amount of the charge for each parcel for the year, computed as described by the resolution.

The City Clerk shall give notice of the filing of the written report, and of the time and place of the public hearing thereon. The City Council shall hear and consider all objections or protests, if any. Upon conclusion of the hearing, the City Council may adopt, revise, change, reduce or modify any charge or overrule any or all objections and shall make its determination upon each charge as described in said report.

The Fee is collected at the same time and in the same manner as County taxes. The Fee roll is submitted each year to the Los Angeles County Auditor in August for inclusion on the Los Angeles County property tax bill.

## 1.3 Legislative Context

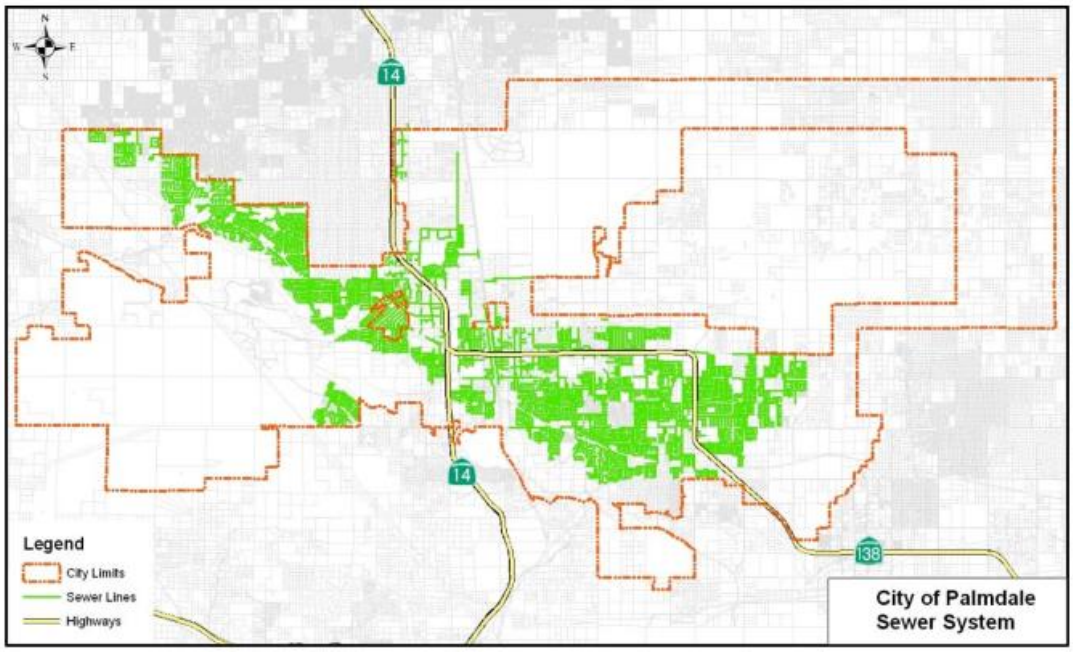
In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D, Section 6, specifically describes property related fees.

Proposition 218 provides for property-related fees to be levied to fund the cost of providing services, including sewer service, to property. Proposition 218 describes a number of important requirements, including property-owner notification and public hearings, for the imposition, increase, and extension of fees, and these requirements are satisfied by the process used to establish this Fee.

# 2. PLANS AND SPECIFICATIONS

The City owns approximately 400 miles of sewer mains and two pump stations. Effective July 1, 2009, the pump stations are operated and maintained by CSMD under an agreement with the City.

**Sewer System Overview**




## 2.1 Parcel Inventory

An inventory of parcels served by City sewers was obtained from CSMD in early 2008. This inventory was updated using GIS parcel and sewer main data, sewer connection permits, and aerial photographs to accurately identify parcels receiving sewer service from the City. In addition, property owners who contacted the City after receiving notice of the proposed Fee and provided evidence that the property was served by a septic system were removed from the inventory. Parcels with direct connections to trunk sewers maintained by the Los Angeles County Sanitation District ("CSD") were also removed from the inventory. As of May 2022, the inventory shows 39,328 parcels are served by City sewers. A land use breakdown of the parcels is shown in the following table, Parcels by Property Type.

**Table 1. Parcel by Property Type**

| Property Type | Parcels |
|---|---|
| Residential | 38,086 |
| Multi-Family Residential | 288 |
| Commercial or Industrial | 614 |
| Other[(1)] | 340 |
| **Total:** | **39,328** |

(1) Includes Golf Course, Government, Institutional, Parking/Storage and Vacant property types.

## 2.2 Property Classification

The initial property classifications for the Fee were set forth in an Engineer's Report prepared by Bartle Wells Associates dated April 2008 and subsequently updated by Palmdale City Ordinance 1361 enacted on April 1, 2009. The classifications are based on property type and land use and designate a "sewage unit" value for each property type. The April 2008 report found that there was a "reasonable relationship" between the number of sewage units assigned to each property type and the relative sewage flow from these property types but suggested that the City may wish to perform a more detailed rate study to examine and confirm these relationships.

The property classifications and sewage units contained in Palmdale City Ordinance 1361 will be used for calculation of the Fiscal Year 2022/23 Fee, and are shown in the following table, Sewage Units by Property Type.

**Table 2. Sewage Units by Property Type[1]**

| Land Use | Number of Sewage Units |
|---|---|
| **Residential** | |
| Single Residential Unit – Condominium | 1.00 |
| Planned Unit Development (PUD) | 1.00 |
| Single Residential Unit | 1.00 |
| Single Residential Unit with Pool | 1.00 |
| Single Residential Unit Pool and Miscellaneous | 1.00 |
| Single Residential Unit with Spa | 1.00 |
| Single Residential Unit with Guesthouse | 1.00 |
| Other Improvements Only | 1.00 |
| Double, Duplex or Two Units | 2.00 |
| Double, Duplex or Two Units with Pool | 2.00 |
| Three Units (Any Combo) | 3.00 |
| Three Units (Any Combo) with Pool | 3.00 |
| Four Units (Any Combo) | 4.00 |
| Four Units with Pool | 4.00 |
| Five or More Apartments per Individual Residential Unit | 1.00 |
| Five or More Apartments per Individual Residential Unit with Pool | 1.00 |
| **Manufactured Homes** | |
| Manufactured Homes | 1.00 |
| **Rooming/Boarding House** | |
| Rooming/Boarding House | 3.00 |
| Manufactured Home Parks | 1.00 |
| Manufactured Home Parks with Pool | 1.00 |
| Mobile Home Park | 1.00 |
| **Commercial** | |
| Commercial – General | 1.00 |
| Vacant Parcel That Has Improvement Value Due to Existing Nonstructural Other Improvements | 2.00 |
| **Stores** | |
| Stores | 1.00 |
| **Stores Combination** | |
| Store and Office Combo | 2.00 |
| Store and Residential Combo with Lift | 2.00 |
| Store and Residential Combo | 2.00 |
| **Department Store** | |

| Land Use | Number of Sewage Units |
|---|---|
| Department Store | 5.00 |
| Discount Department Store | 5.00 |
| Building Supplies | 5.00 |
| Retail-Warehouse Combo | 5.00 |
| Department Store/Warehouse | 5.00 |
| **Supermarket** | |
| Supermarket | 5.00 |
| Supermarket (1,199 Square Feet through 6,000 Square Feet) | 5.00 |
| **Shopping Center (Neighborhood)** | |
| Shopping Center | 10.00 |
| Shopping Center with Lift | 10.00 |
| **Shopping Center (Regional)** | |
| Shopping Center | 30.00 |
| **Office and Government Building** | |
| Office and Government Building | 5.00 |
| Office and Residential (2-story) | 5.00 |
| Office Building (Loft Type Building) | 3.00 |
| Office and Residential | 2.00 |
| **Hotel and Motel** | |
| Hotel and Motel (Under 50 Rooms) | 25.00 |
| Hotel (50 Rooms and Over) | 40.00 |
| Motel (50 Rooms and Over) | 40.00 |
| Motel (50 Rooms and Over with Pool) | 40.00 |
| **Professional Buildings** | |
| Professional Building | 5.00 |
| Medical Dental Building | 5.00 |
| Medical Dental Building (2-story) | 5.00 |
| Veterinary Clinic | 5.00 |
| **Restaurant, Cocktail Lounge** | |
| Restaurant, Cocktail Lounge | 5.00 |
| Fast Food – Walk Up | 2.00 |
| **Wholesale and Manufacturing Outlet** | |
| Wholesale and Manufacturing Outlet | 2.00 |
| **Bank, Savings and Loan** | |
| Bank, Savings and Loan | 1.00 |
| **Service Shop** | |
| Service Shop | 2.00 |
| **Service Station** | |
| No Additional Services | 1.00 |
| Service Station with Lift | 1.00 |
| Convenience Store | 2.00 |
| Self-Service with Lift | 1.00 |
| Self-Service Station | 1.00 |
| Self-Service with No Additional Services | 1.00 |
| With Carwash, with Lift | 5.00 |
| With Carwash, with No Additional Services | 5.00 |
| **Auto, Recreational Equipment, Construction Equipment Sales and Service** | |
| Auto, Recreational Equipment, Construction Equipment Sales and Service | 1.00 |
| Auto Body Repair Shop | 1.00 |
| Used Car Sales | 1.00 |
| New Car Sales and Service | 3.00 |

| Land Use | Number of Sewage Units |
|---|---|
| Car Wash Only | 5.00 |
| Car Wash Only, Self-Service Type | 5.00 |
| Auto Service Centers (No Gasoline) | 1.00 |
| **Parking Lot (Commercial Use Property)** | |
| Parking Lot with Lift | 0.50 |
| Parking Lot | 0.50 |
| Lots – Commercial Parking | 0.50 |
| Parking Lot Commercial | 0.50 |
| **Nursery or Greenhouse** | |
| Nursery or Greenhouse | 1.00 |
| **Vacant Land** | |
| Vacant Parcel That Has Improvement Value Due to Existing Nonstructural Other Improvements | 2.00 |
| **INDUSTRIAL** | |
| Miscellaneous Industrial | 2.00 |
| **Light Manufacturing** | |
| Light Manufacturing with Lift | 5.00 |
| Light Manufacturing | 5.00 |
| Industrial Heavy Manufacturing | 100.00 |
| **Warehousing Distribution Storage** | |
| Warehousing Distribution Storage Under 10,000 Square Feet | 2.00 |
| Warehousing Distribution Storage – 10,000 to 24,999 Square Feet | 2.00 |
| Warehousing Distribution Storage – 25,000 to 50,000 Square Feet | 2.00 |
| Warehousing Distribution Storage Over 50,000 Square Feet | 2.00 |
| Public Storage – Mini Warehouse | 2.00 |
| **Food Processing Plant** | |
| With Wireless Communication Tower | 200.00 |
| **Motion Picture, Radio, TV** | |
| General Motion Picture, Radio, TV | 1.00 |
| **Lumber Yard** | |
| Lumber Yard | 1.00 |
| **Mineral Processing** | |
| Mineral Processing General | 2.00 |
| Mineral Processing Cement/Gravel | 2.00 |
| Parking Lots – Industrial Use Open Storage | 0.50 |
| Vacant Parcel That Has Improvement Value Due to Existing Nonstructural Other Improvements | 1.00 |
| Open Storage | 1.00 |
| **Irrigated Farms** | |
| Private Rural Pumping Plant | 0.50 |
| Irrigated Farm – Field Crops | 0.50 |
| Irrigated Farm – Fruit and Nuts | 0.50 |
| Irrigated Farm – Feed Lots | 0.50 |
| **Dry Farm** | |
| Dry Farm – Fruit and Nuts | 0.50 |
| Dry Farm – Pasture | 0.50 |
| Dry Farm – Field Crops | 0.50 |
| **Recreational** | |
| Theatre | 2.00 |
| **Bowling Alleys** | |
| Bowling Alley | 5.00 |

| Land Use | Number of Sewage Units |
|---|---|
| **Clubs, Lodge Halls, Fraternal Organizations** | |
| Clubs, Lodge Halls, Fraternal Organizations | 2.00 |
| **Athletic and Amusement Facilities** | |
| Athletic and Amusement Facilities | 10.00 |
| Commercial Swimming Pools, School | 5.00 |
| Athletic and Amusement Facilities – Gyms | 2.00 |
| Athletic and Amusement Facilities – Tennis | 2.00 |
| Golf Courses | 3.00 |
| **Church** | |
| Church | 2.00 |
| Church Parking Lot | 0.50 |
| **School** | |
| School | 5.00 |
| **Hospital** | |
| Hospital | 100.00 |
| Convalescent Hospital, Nursing Home | 50.00 |
| **Homes for Aged and Others** | |
| Homes for Aged and Others | 10.00 |
| **Cemetery, Mausoleum, Mortuary** | |
| Cemetery, Mausoleum, Mortuary | 1.00 |
| Cemetery, Mausoleum | 1.00 |
| **Miscellaneous** | |
| State Assessed Property Utility, Commercial and Mutual: Pumping Plant | 5.00 |

(1) Source: Palmdale Municipal Code 13.05.130 Table A – Sewage Units for designated land uses.

# 3. ESTIMATE OF COSTS

Revenue from the collection of the Fee will fund expenses incurred by the City related to the operation and maintenance of its sewer collection system. These expenses include costs for labor, engineering and support staff time, staff and operating facilities, materials, equipment, operation, and maintenance of the sewer collection system. The City must also generate revenue to perform repairs, rehabilitation, and replacement of aging sewer mains. Capital expenditures are included in the estimated costs.

An initial five-year estimate of expenses required to operate and maintain the City sewer collection system was developed by City staff. These expenses include salaries and benefits for City staff that will be performing the maintenance and operational activities, professional engineering consulting services, and equipment purchases.

As previously mentioned, Bartle Wells Associates prepared a Rate Study in April 2020 to review the City revenues and expenses, in order to evaluate if the current Fee rate of $103.63 per sewage unit is adequate or if it should be increased. The Rate Study shows that the City currently receives enough funding from the annual Fee to provide its operation and maintenance of the sewer collection system, and to perform sewer related repairs and expansion as needed. It was also anticipated that the current sewage unit charge of $103.63 will be sufficient for the following five years. Therefore, the City plans on continuing assessing the same charge of $103.63 per sewage unit for the five years, from Fiscal Year 2020/21 through 2024/25.

## 3.1 Estimated Costs and Revenue Required for Fiscal Year 2022/23

The estimated cost of providing sewer collection services for Fiscal Year 2022/23, as prepared by City staff, and total estimated revenues, are shown in the following table, Summary of Estimated Costs and Revenues for Fiscal Year 2022/23.

**Table 3. Summary of Estimated Costs and Revenues for Fiscal Year 2022/23**

| Description | Proposed FY 2022/23 Costs[1] |
|---|---|
| **Revenues** | |
| Sewer Service Charges | $5,483,063.11 |
| Other Revenues | |
| Development Fees | $403,100.00 |
| Sewer Service Charges – Late Payments Fees and Delinquencies | 20,400.00 |
| Licenses & Permits | 95,400.00 |
| *Subtotal – Other Revenues* | *$518,900.00* |
| **Total Revenues** | **$6,001,963.11** |
| | |
| **Expenses** | |
| Operation and Maintenance Costs | |
| Personnel | $2,440,000.00 |
| Training and Meetings | 39,000.00 |
| Operating Expenses | 2,095,300.00 |
| Capital Outlay | 157,000.00 |
| **Total Expenses** | **$4,731,300.00** |
| | |
| **Reserves** | |
| Capital Assets Replacement Fund (CARF) Additions[2] | $1,200,392.62 |
| Operating Reserve (Total Exp * 3/12)[3] | 1,182,825.00 |
| **Total Reserves** | **$2,383,217.62** |

(1) Per updated budget provided by City Staff in May 2022.

(2) The Capital Assets Replacement Fund (CARF) is a reserve fund to be used for emergencies, replacement of aging facilities such as pipe replacement, lift stations, manholes, equipment, facilities, future expansion, and other miscellaneous items required for the operation of the sanitary sewer collection system. The purpose of CARF is to be available at all times for any unforeseen emergencies, repairs and/or infrastructure upsizing. The fund is automatically replenished to remain available for future emergencies as part of the responsible maintenance of the sewer system.

(3) The Operating Reserve is a three-month reserve fund needed to operate the sanitary sewer collection system. This is a revolving balance that is always available and replenished as used.

Based on the estimated costs and revenues, as detailed in the table above, the allocation of the costs per sewage unit, is shown in the following table, Budget Allocation to Property for Fiscal Year 2022/23.

**Table 4. Budget Allocation to Property for Fiscal Year 2022/23**

| Description | Proposed FY 2022/23 Costs[1] |
|---|---|
| **Budget Allocation to Property** | |
| Other Revenues | $518,900.00 |
| Contribution from Reserves (Expenses minus Revenues) | (1,270,663.11) |
| Expenses | (4,731,300.00) |
| **Total** | **($5,483,063.11)** |
| | |
| **Sewer Collection Fee** | |
| Sewage Units | 52,910 |
| Cost Per Sewage Unit | $103.63 |
| **Total Budget** | **$5,483,063.11** |

(1) Per updated budget provided by City Staff in May 2022.

# 4. METHOD AND RATE OF CALCULATION

Determination of the Fee for each parcel served by the City sewer system is a two-part process:

- First, each parcel is assigned the appropriate number of sewage units based on the property type and land use of the parcel. The sewage units are listed in Table 2. Sewage Units by Property Type and correspond to the quantity of wastewater that a parcel discharges to the sewer collection system. One sewage unit is a benchmark value representing the quantity of wastewater discharged by a typical single-family residence. Since the Fee funds the maintenance and operation of the sewer collection system, the quantity of wastewater is of primary interest while the quality of wastewater has little or no effect on system operation. Therefore, the Fee is apportioned based on the quantity of wastewater conveyed from a parcel.
- The next step is to determine the total revenue required and the number of sewage units for parcels served by the City's sewer collection system. The total revenue required is $5,483,063.11 as shown in Table 4. Budget Allocation to Property for Fiscal Year 2022/23. There are currently 52,910 sewage units within the area served by the City sewer collection system. Therefore, the Fee for Fiscal Year 2022/23 is $103.63 per sewage unit.

This rate of $103.63 per sewage unit remains unchanged and is the same rate used since Fiscal Year 2010/11, as it was specified in the notice mailed to property owners in 2008, as well as the April 2008 Engineer's Report referenced in Resolution No. CC 2008-082 of the Palmdale City Council, dated June 18, 2008. Furthermore, the rate per sewage unit is also supported by the Bartle Wells Associates Rate Study dated April 2020.

This Fee represents the proportional cost of service attributable to each parcel as specified in Article XIII D, Section 6(b)(3) of the California State Constitution which specifies that:

> *The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.*

Fees for sewer collection are "property-related fees and charges" as described in Article XIII D of the California State Constitution.

# 5. SEWER FEE PARCEL LISTING

The parcel listing is a listing of the Fee apportioned to each lot or parcel, as shown on the last equalized roll of the County Assessor. The parcel listing for Fiscal Year 2022/23 is on file with the City Engineer and is incorporated by reference herein and made part of this Report.

The following table summarizes the Fiscal Year 2022/23 Sewer Fee:

**Table 5. Fiscal Year 2022/23 Sewer Fee**

| Description | Parcels | Sewage Units | FY 2022/23 Fee Per Sewage Unit | FY 2022/23 Fee Amount (1) |
|---|---|---|---|---|
| Sewer Collection Service Charge | 39,328 | 52,910 | $103.63 | $5,483,063.11 |

(1) Includes rounding.

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **PUBLIC WORKS**
**ENGINEERING DIVISION**

**DISTRICT:** **1**

**SUBJECT:** **PUBLIC HEARING AND ADOPT RESOLUTION NO. CC 2022-077, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ORDERING THE VACATION OF A SEGMENT OF 6TH STREET EAST (100 FEET SOUTH OF SIERRA HIGHWAY TO 220 FEET NORTH OF AVENUE P-14) AND THE RESERVATION OF THE UTILITY EASEMENTS THEREIN**

## ISSUE

Public Hearing and adopt Resolution No. CC 2022-077, a Resolution of the City Council of the City of Palmdale ordering the vacation of a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14) and the reservation of the utility easements therein.

## RECOMMENDATION

Staff recommends that the City Council accept public testimony and adopt Resolution No. CC 2022-077, a resolution ordering the vacation of a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14) and reserving the utility easements therein.

## BACKGROUND

The Engineering Division received an application from the City's Capital Improvement Management Division requesting actions be taken to vacate a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14). This request is in coordination with the Antelope Valley Transit Authority (AVTA) and Southern California Edison (SCE) to install the Electric Vehicle (EV) Fast Charging Stations at the Palmdale Transportation Center (PTC). This proposed street vacation is supported by the land use designations and circulation vision of the Palmdale Transit Area Specific Plan that was adopted by the City Council (under Resolution No. CC 2020-096 and Ordinance No. 1551) on December 15, 2020.

Notices were sent out to all utility providers informing them of the proposed street vacation. Several of the providers responded that they had facilities in the area of the proposed vacation and requested a reservation of easement; however, no objections to the proposed vacation were received.

On June 1, 2022, the City Council of the City of Palmdale adopted Resolution No. CC 2022-068 declaring its intent to conduct a public hearing on the proposed vacation and set the date, time, and location for said hearing as July 13, 2022.

On June 13, 2022, Public Works staff notified the utility companies of the public hearing date via certified mail in accordance with Street and Highway Code (SHC) section 8347.

On June 26, 2022, notices for the public hearing were posted along said segment of 6th Street East proposed to be vacated in accordance with SHC section 8323.

## DISCUSSION

The PTC, which was opened in April of 2005, is a multi-modal facility located at 39000 Clock Tower Plaza Drive. The project required acquisition of several properties and the dedication of new public streets. It was the City's intention to vacate portions of the underlying public street of 6th Street East in conjunction with the PTC development and a tentative parcel map was filed with the County, but was not recorded. This vacation process presented to Council will remove the public street designation of said segment of 6th Street East, while the existing roadway network for the PTC will remain in place and continue to serve the public.

The City recently received grants to install EV Fast Charging Stations within the PTC parking lot. The City has coordinated efforts with the AVTA and SCE to complete this project, SCE is requiring the vacation of said segment of 6th Street East in order to grant an easement to service the proposed EV charging stations.

The General Plan Amendment (GPA 20-002), Zone Change (ZC 20-002), Specific Plan Amendment (SPA 20-001) and Specific Plan (SPL 20-001) for the Palmdale Transit Area Specific Plan that was certified by the City Council (under Resolution No. CC 2020-096 and Ordinance No. 1551) on December 15, 2020. In compliance with California Environmental Quality Act (CEQA) an Initial Study, Negative Declaration was prepared and through independent judgment of the City Council, there was no substantial evidence that the Transit Area Specific Plan will have a significant effect on the environment.

Staff has reviewed the Initial Study, Negative Declaration of the Transit Area Specific Plan to determine whether the vacation of a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14) triggered any additional conditions described in Sections 15162, 15163 or 15164 of the CEQA Guidelines. In accordance with Public Resources Code Section 21166 and State CEQA Guidelines Sections 15162, 15163 and 15164, the vacation of a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14) does not trigger any additional conditions since: 1) the proposed street vacation of said segment of 6th Street East is supported by the Circulation Element of the General Plan Amendment of the Transit Area Specific Plan; and 2) no significant development changes will occur to said street segment of 6th Street East which impacts the infrastructure or services

within the existing roadway network for the PTC will remain in place and continue to serve the public.

Pursuant to Streets and Highway Code (SHC) section 8320, the local agency processing the street vacation under General Vacation Procedure shall be required to initiate the proceedings by setting a date, hour, and place for the public hearing, followed by posting and publishing of notices prior to the hearing in accordance with section 8322 of the SHC.

Pursuant to SHC section 8322(a), notices of the public hearing were published in the Antelope Valley Press for two successive weeks on June 26th and July 3, 2022.

Following the public hearing, staff will present Resolution No. CC2022-077 for the City Council's consideration ordering the vacation of portions of 5th street West, Auto Center Drive, and Trade Center Drive with the reservation of utility easements therein, which makes the final order of the vacation as described and shown in Exhibits "A", "B", "C", and "D".

Any utility which does not hold an existing easement and has not reserved an easement as described in Resolution No. CC 2022-077 will not be able to use the right-of-way being vacated without first obtaining an easement from the property owner.

The street vacation proceedings are not complete until Resolution No. CC 2022-077 has been recorded with the Los Angeles County Registrar-Recorders Office pursuant to SHC section 8325.

## FISCAL IMPACT

There is no fiscal impact to the City as a result of this action.

## STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

| | |
|---|---|
| Prepared by: | Chuck Heffernan P.E., Director of Public Works |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. Resolution No. CC 2022-077
2. Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D"

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ORDERING THE VACATION OF A SEGMENT OF 6TH STREET EAST (100 FEET SOUTH OF SIERRA HIGHWAY TO 220 FEET NORTH OF AVENUE P-14) AND THE RESERVATION OF THE UTILITY EASEMENTS THEREIN

**WHEREAS**, The Engineering Division received an application from the City's Project Management Division requesting the City to vacate a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14) and the reservation of the existing utility easements therein; and

**WHEREAS***,* The proposed vacation will not negatively impact the general public and has been found to be consistent with the Circulation Element of the City's General Plan and the Palmdale Transit Area Specific Plan; and

**WHEREAS***,* The existing improvements within the right of way to be vacated shall remain and the existing roadway network will continue to serve the Palmdale Transportation Center; and

**WHEREAS***,* The Palmdale Transportation Center was approved through Conditional Use Permit 01-16 and the General Plan Amendment (GPA 20-002), Zone Change (ZC 20-002), Specific Plan Amendment (SPA 20-001) and Specific Plan (SPL 20-001) for the Palmdale Transit Area Specific Plan that was certified by the City Council (under Resolution No. CC 2020-096 and Ordinance No. 1551) on December 15, 2020; and

**WHEREAS,** The Palmdale Transportation Center and existing roadway network was determined not to cause any substantial changes in any portion which would require revisions to the Palmdale Transit Area Specific Plan.

**WHEREAS,** The City Council of the City of Palmdale has adopted Resolution No. CC 2022-068 declaring its intent to conduct a public hearing on the proposed vacation on June 1, 2022; and

**WHEREAS,** Notices were sent to utility companies and the public in accordance with the Street and Highway Code Sections 8322, 8323, and 8347.

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

**SECTION 1**. The City Council of the City of Palmdale hereby orders the vacation for a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14), located within the City of Palmdale, as shown in Exhibit "A", Exhibit "B", Exhibit "C", and Exhibit "D".

**SECTION 2**. The City Council, in vacating the segment of said streets described in Exhibit "A", Exhibit "B", Exhibit "C", and Exhibit "D" elects to proceed under and in accordance with the provisions of the "Public Streets, Highways, and Service Easements Vacation Law" Division 9, Part 3, Chapter 3 of the Streets and Highways Code of the State of California.

**SECTION 3.** Nothing in this Resolution shall in any way affect or disturb any existing easement for public utility purposes belonging either to the City of Palmdale or to any other public entity.

A. There is hereby specifically reserved for the CITY OF PALMDALE, an easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, and renew sanitary sewers and storm drains and appurtenant structures in, upon, over, and across the entire area proposed to be vacated and, pursuant to any existing franchise or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew, and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment, and fixtures for the operation of gas pipelines, telegraphic, and telephone lines, railroad lines, and for the transportation or distribution of electric energy, petroleum and its products, ammonia, and water, and for incidental purposes, including access to protect these works from all hazards in, upon, and over across the entire area proposed to be vacated, including the right of ingress and egress thereto.

B. There is hereby specifically reserved for Pacific Bell Telephone Company, dba AT&T California, its successors, heirs and assigns, an easement in, upon, over, and across the entire area proposed to be vacated, with the necessary rights to from time to time construct, maintain, operate, replace, remove, and renew such aerial and underground communication facilities (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, cables, wires, crossarms, conduit, manholes, handholes, markers, pedestals, terminal equipment cabinets, electrical conductors and necessary fixtures and appurtenances.

C. There is hereby specifically reserved for SOUTHERN CALIFORNIA EDISON, its successors, heirs and assigns, an easement in, upon, over, and across

the entire area proposed to be vacated, with the necessary rights to use, maintain, operate, repair, replace, remove, or renew the existing and future facilities (overhead and underground), used and useful for the Transmission/Distribution of electric energy and for the transmitting intelligence by electric means to the public, and necessary fixtures and appurtenances and said easement shall include the rights of ingress and egress thereto.

**SECTION 4.** The City Council finds the vacation for a segment of 6th Street East (100 Feet South of Sierra Highway to 220 Feet North of Avenue P-14) is consistent with the City of Palmdale General Plan and Palmdale Transit Area Specific Plan because it conforms to the goals, objectives, and policies of said plans. More specifically, the project is consistent with Circulation Element Policy C1.1.5: Improve the existing street network based upon the adopted Circulation Plan, through implementation of the Capital Improvement Program, and through requirements placed upon new development approvals.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution. The City Clerk is also authorized to cause a certified copy of this Resolution to be filed with the Los Angeles County Registrar-Recorder's office to finalize the vacation process.

**PASSED, APPROVED** and **ADOPTED** this _____ day of _____, _____.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the _____ day of _____, 20___ by the following roll call vote:

AYES: _____

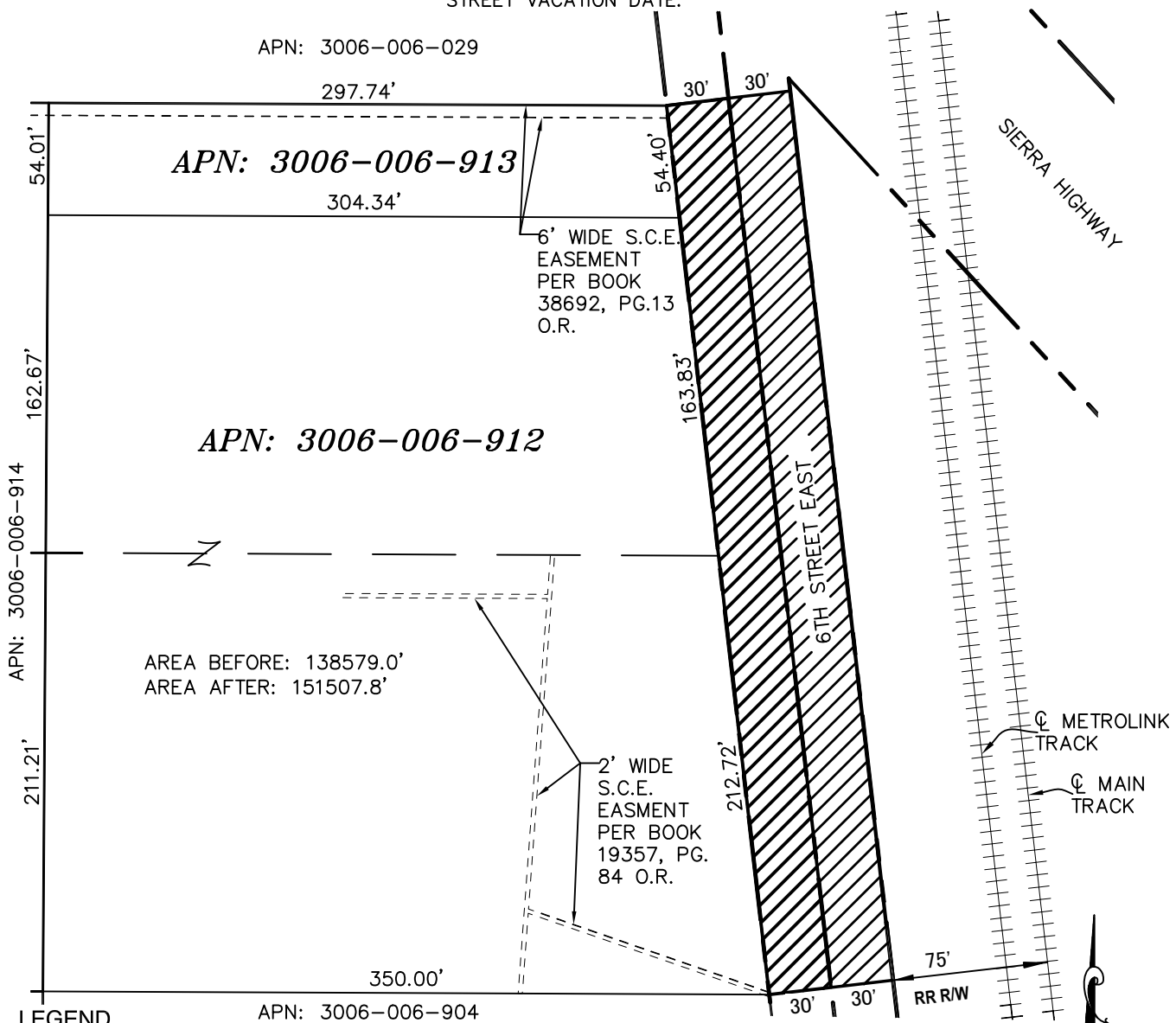
NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

# "EXHIBIT A"

PLAT OF STREET VACATION OF PORTION OF 6TH STREET EAST
BEING A PORTION OF LOT 13 AND 18
OF TRACT 7670 RECORDED IN MAP BOOK 114 PAGE 28–30
STREET VACATION DATE:




LEGEND

- EXISTING PARCEL LINES.
- RIGHT OF WAY
- EXISTING EASMENTS
- ℄ RR TRACKS
- PORTION OF STREET TO BE VACATED

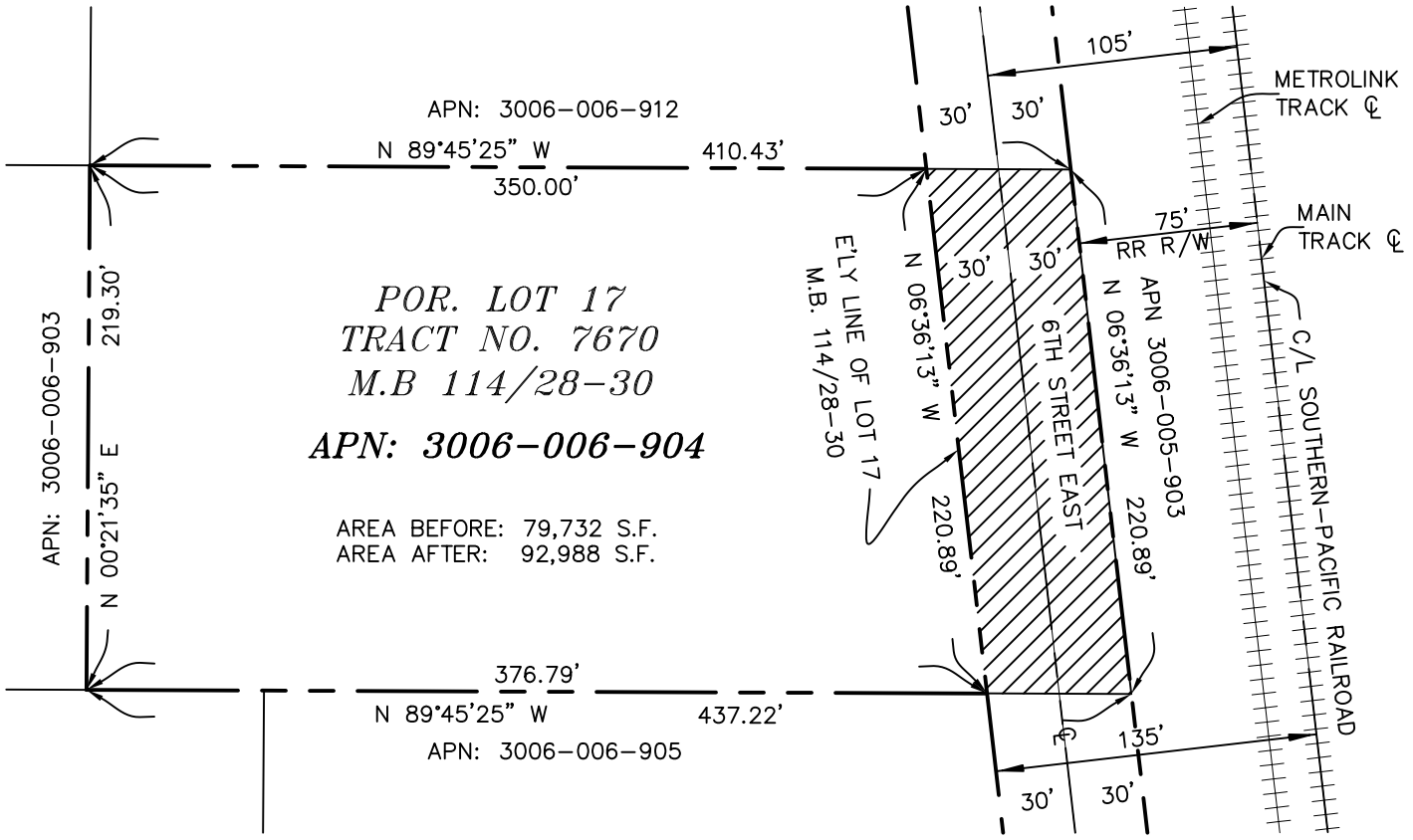
SCALE: 1"=80'

| CLIENT: | PROJECT: | |
|---|---|---|
| **CITY OF PALMDALE**<br>38300 SIERRA HWY<br>PALMDALE CA, 93550 | **STREET VACATION**<br>6TH STREET EAST<br>PALMDALE CA, 93550 | |
| DATE: 09–25–18 | SCALE: 1"=80' | JOB No.: JTN 2133 |


**ENGINEERING**
ENGINEERING TECHNOLOGY
AGUA DULCE, CA. 91350 (661) 268–8899
33336 N. Agua Dulce Cyn. Rd, #103, Agua Dulce, CA 91390
www.jtengineering.com

# "EXHIBIT B"

PLAT OF STREET VACATION OF PORTION OF 6TH STREET EAST
IN THE SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 6 NORTH, RANGE 12 WEST, S.B.M.
STREET VACATION DATE:




LEGEND

| | |
|---|---|
| ——— | EXISTING PARCEL LINES. |
| — — — | RIGHT OF WAY |
| —℄— | CENTERLINE |
| - - - - - - | EXISTING EASMENTS |
| ┼┼┼┼┼┼┼┼ | ℄ RR TRACKS |
| ▨ | PORTION OF STREET TO BE VACATED<br>AREA: 13,256 S.F. +/- (0.30 AC +/-) |

SCALE: 1"=80'

| CLIENT: | PROJECT: | |
|---|---|---|
| CITY OF PALMDALE<br>38300 SIERRA HWY<br>PALMDALE CA, 93550 | STREET VACATION<br>6TH STREET EAST<br>PALMDALE CA, 93550 | |
| DATE: 03-15-22 | SCALE: 1"=80' | JOB No.: JTN 2133 |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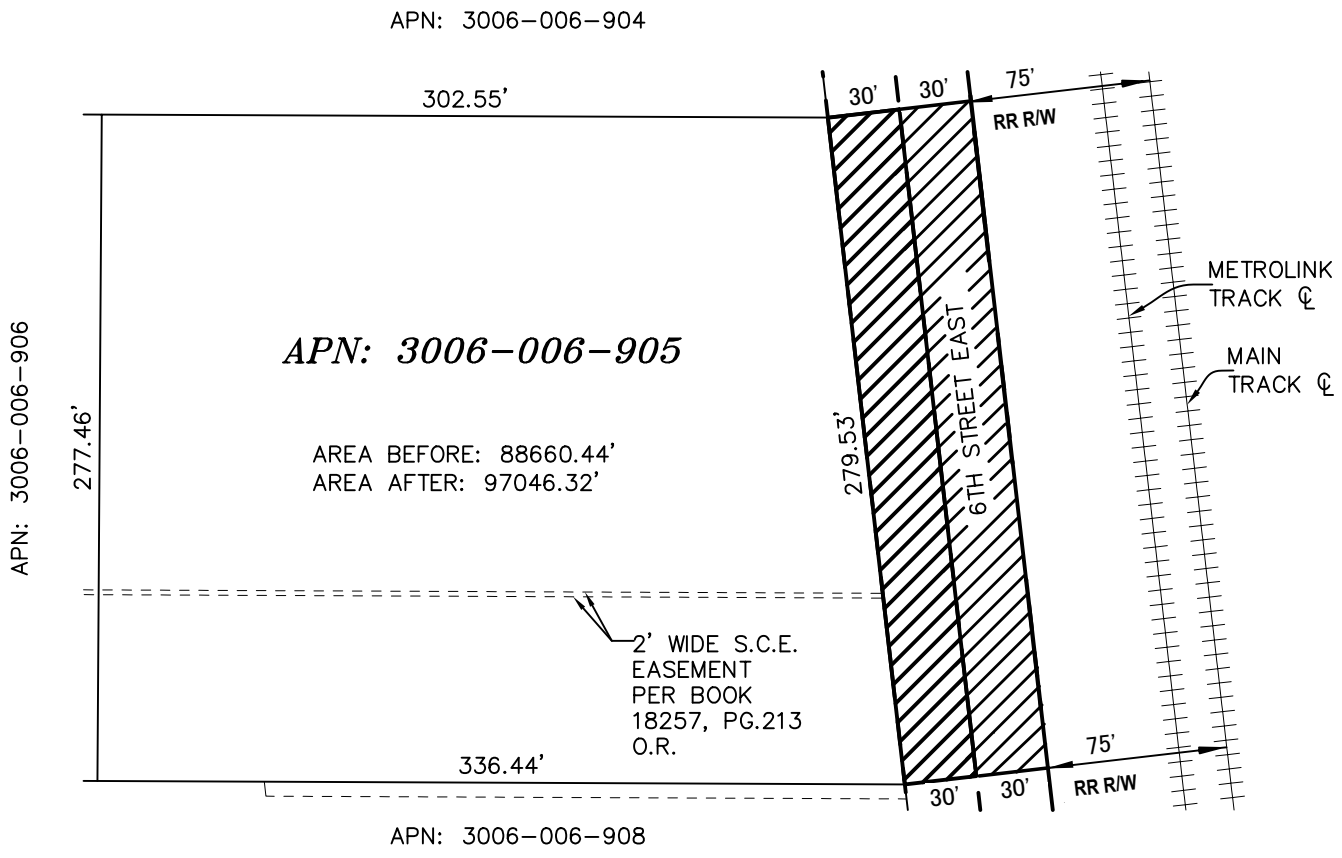
ENGINEERING TECHNOLOGY
AGUA DULCE, CA. 91350 (661) 268-8899
33336 N. Agua Dulce Cyn. Rd, #103, Agua Dulce, CA 91390
www.jtengineering.com

# "EXHIBIT C"

PLAT OF STREET VACTION OF PORTION OF 6TH STREET EAST
BEING A PORTION OF LOT 16
OF TRACT 7670 RECORDED IN MAP BOOK 114 PAGE 28–30
STREET VACATION DATE:




LEGEND

- EXISTING PARCEL LINES.
- RIGHT OF WAY
- EXISTING EASMENTS
- ℄ RR TRACKS
- PORTION OF STREET TO BE VACATED

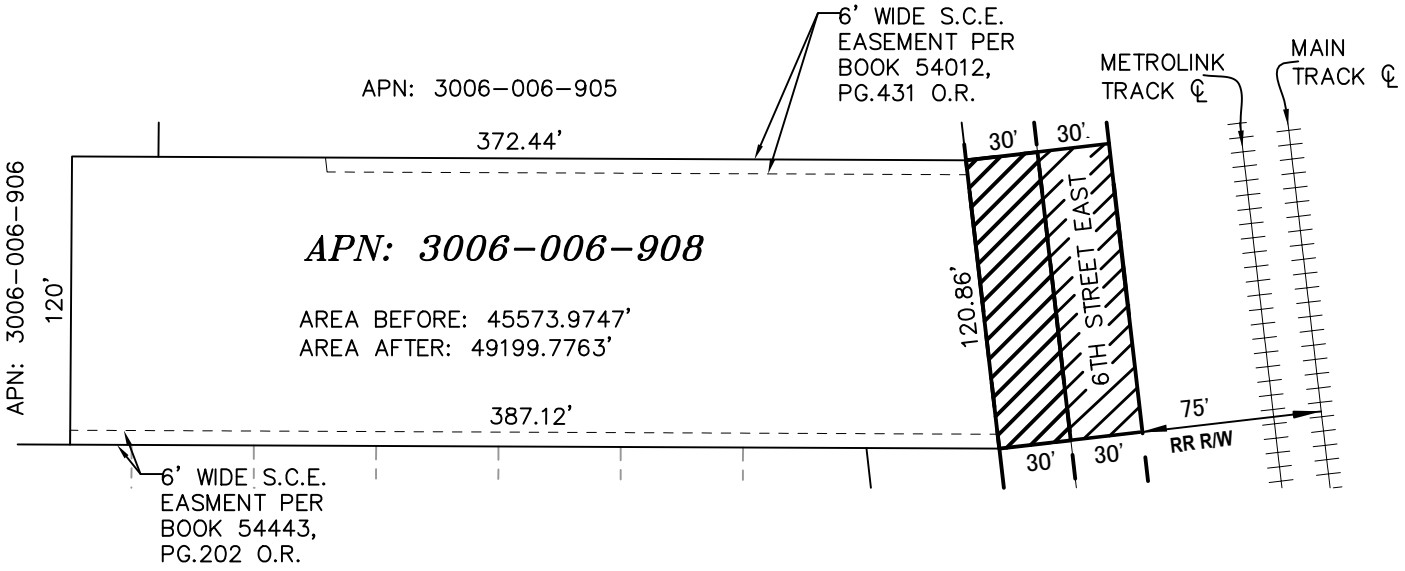
SCALE: 1"=80'

| CLIENT: | PROJECT: | |
|---|---|---|
| **CITY OF PALMDALE**<br>38300 SIERRA HWY<br>PALMDALE CA, 93550 | **STREET VACATION**<br>6TH STREET EAST<br>PALMDALE CA, 93550 | |
| DATE: 09–25–18 | SCALE: 1"=80' | JOB No.: JTN 2133 |


ENGINEERING
ENGINEERING TECHNOLOGY
AGUA DULCE, CA. 91350 (661) 268–8899
33336 N. Agua Dulce Cyn. Rd, #103, Agua Dulce, CA 91390
www.jtengineering.com

# "EXHIBIT D"

PLAT OF STREET VACATION OF 6TH STREET EAST
BEING A PORTION OF THE SOUTH 120 FEET OF LOT 16
OF TRACT 7670 RECORDED IN MAP BOOK 114 PAGE 28–30
STREET VACATION DATE:




LEGEND

- EXISTING PARCEL LINES.
- RIGHT OF WAY
- EXISTING EASMENTS
- ℄ RR TRACKS
- PORTION OF STREET TO BE VACATED

SCALE: 1"=80'

| CLIENT: | PROJECT: | |
|---|---|---|
| **CITY OF PALMDALE**<br>38300 SIERRA HWY<br>PALMDALE CA, 93550 | **STREET VACATION**<br>6TH STREET EAST<br>PALMDALE CA, 93550 | |
| DATE: 09–25–18 | SCALE: 1"=80' | JOB No.: JTN 2133 |


**ENGINEERING**
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www.jtengineering.com

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

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

**DISTRICT:** **2**

**SUBJECT:** **ADOPT ORDINANCE NO. 1589, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING SPECIFIC PLAN AMENDMENT 21-001; A REQUEST TO MODIFY LAND USE DESIGNATIONS, PERMITTED USES, AND STANDARDS OF DEVELOPMENT FOR THE RANCHO VISTA SPECIFIC PLAN**

## ISSUE

Adopt Ordinance No. 1589; an Ordinance of the City Council of the City of Palmdale approving Specific Plan Amendment 21-001, a request to modify land use designations, permitted uses, and standards of development for the Rancho Vista Specific Plan.

## RECOMMENDATION

The Planning Commission recommends that the City Council:

1. Receive public testimony regarding proposed Ordinance No. 1589;

2. Adopt Ordinance No. 1589 approving Specific Plan Amendment 21-001; and,

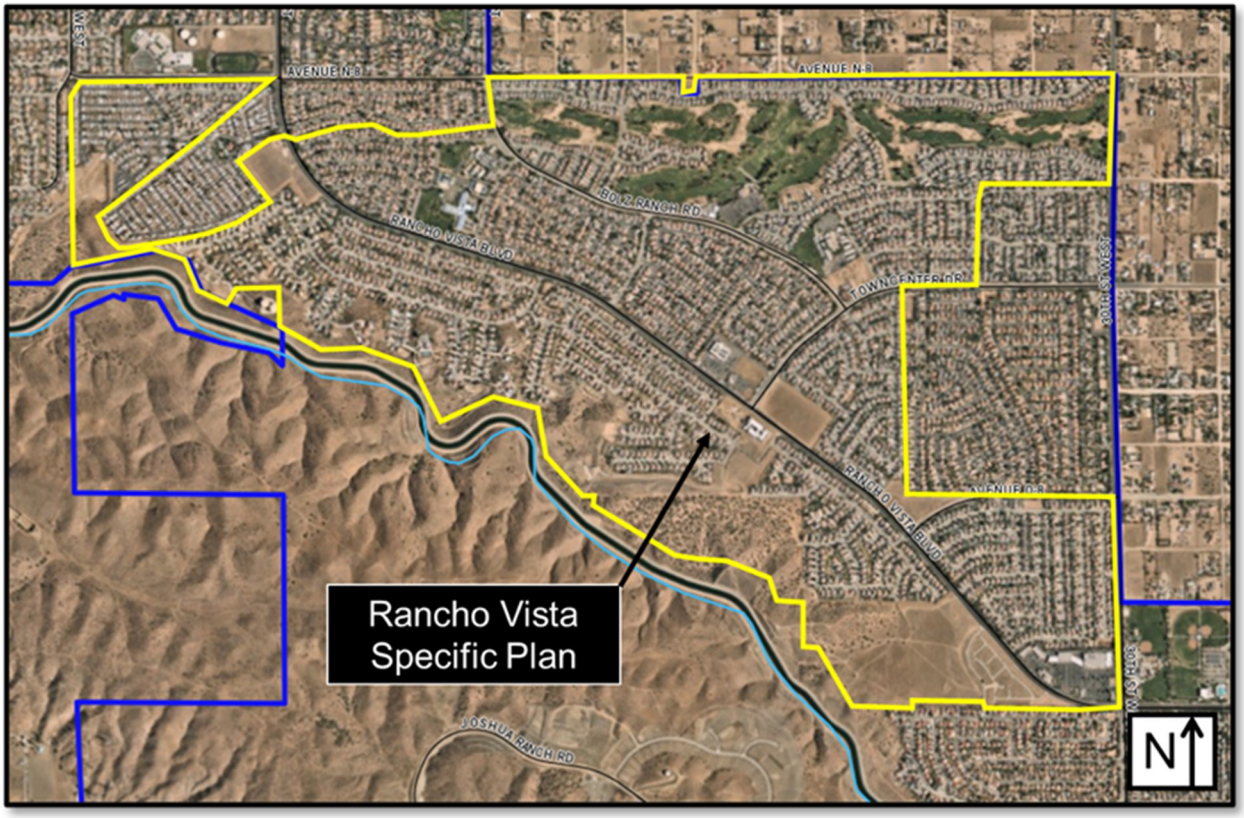
3. Find that the project includes minor clarifications as outlined within the Addendum prepared for the previously certified Environmental Impact Report for the Rancho Vista Specific Plan.

## BACKGROUND

The Rancho Vista Specific Plan (SP) consists of approximately 1,300 acres and is generally bounded by West Avenue N-8 to the north, 55th Street West to the west, the California Aqueduct to the south and 30th Street West to the east (Figure 1). The specific plan area is predominantly residential, but contains some areas of commercial, recreation and public facility uses.

The SP and Environmental Impact Report (EIR) 84-37 were adopted by the City Council through Ordinance No. 582 on January 9, 1986. A total of 10 amendments to the SP have been previously approved. On June 9, 2022, the Planning Commission adopted Resolution No. PC-2022-022 recommending City Council approval of SPA 21-001.

**FIGURE 1 – AERIAL MAP**




## DISCUSSION

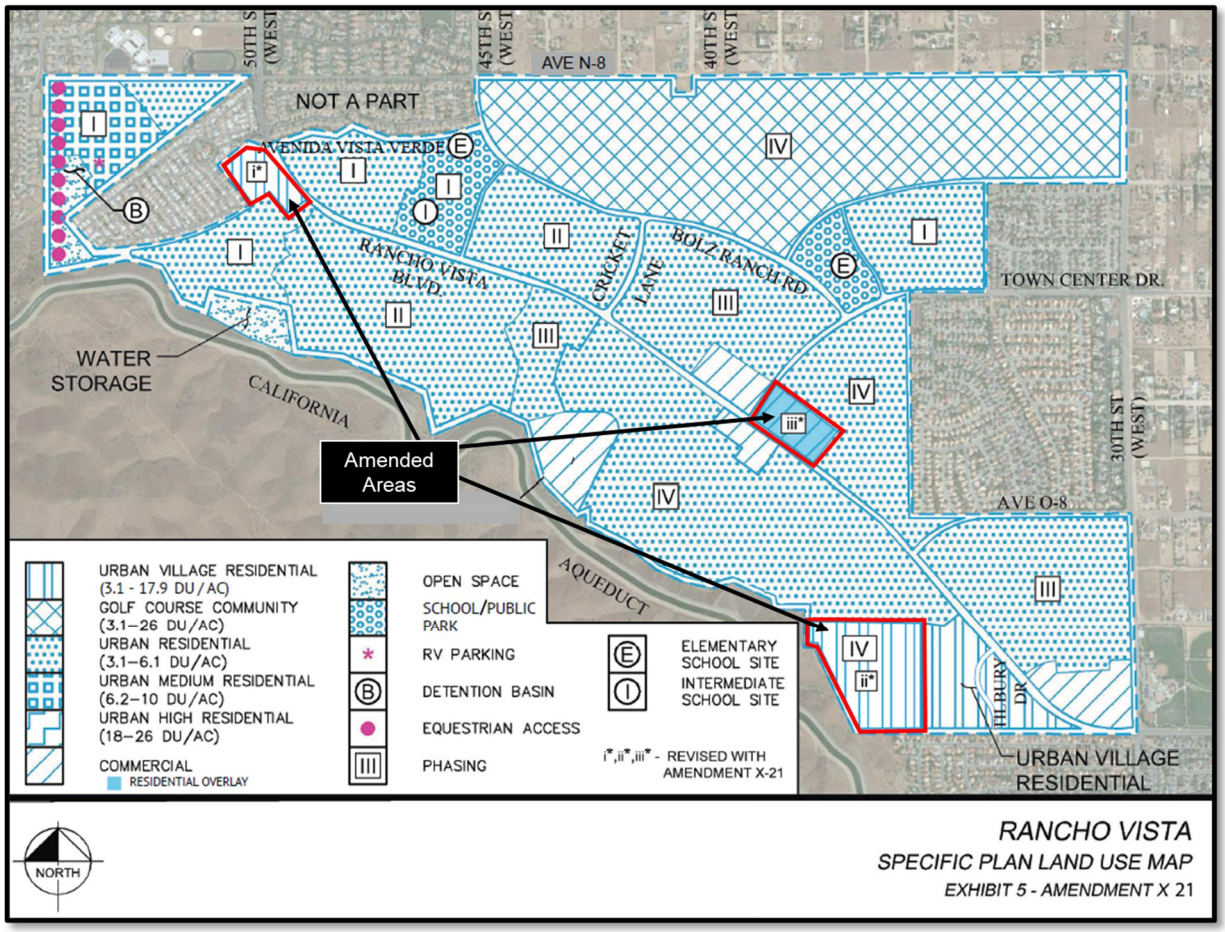
The SP provides detailed, site-specific regulations, standards, and guidelines for implementation of General Plan policies and priorities. The proposed project is a request to amend the SP as follows:

- Change the land use designation from Commercial to Urban Village Residential on approximately 11 acres located at the southwest corner of Rancho Vista Boulevard and Avenida Vista Verde;
- Change the land use designation from Urban Residential to Urban Village Residential on approximately 34 acres located westerly of Rancho Vista Boulevard and Tilbury Drive;
- Modify the permitted uses within approximately 10 acres of commercial property by allowing a High Residential land use overlay on a vacant site located on the northeast corner of Rancho Vista Boulevard and Town Center Drive;
- Modify the permitted uses within the Urban Medium Residential and Urban Village Residential designations; and,
- Clarify development standards for the Urban Residential, Urban Village Residential, High Residential Overlay, and Golf Course Community designations.

The proposed SPA will revise the land use designations within the SP as depicted in Figure 2 below. The SP currently contains land use designations of Urban Residential (3.1-6 dwelling units per acre), Urban Medium Residential (6.1-10 dwelling units per acre), Urban Village Residential (10.1-17.9 dwelling units per acre), and Urban High Residential (18-26 dwelling units per acre).

The proposed SPA would establish a High Residential Overlay designation, clarify the standards of development within the Urban Village Residential designation and remove the Urban High Residential designation. In addition, the SPA will modify the permitted uses within the Urban Medium Residential designation and Urban Village Residential and establish permitted uses within the High Residential Overlay. The proposed residential overlay will allow flexibility for future development, while adhering to the guiding principles within the SP and PMC.

**FIGURE 2 – PROPOSED SP LAND USE MAP**



## FISCAL IMPACT

The required application fees were submitted for processing of the proposed project. Although no new revenues are anticipated from SPA 21-001, modifying the SP area to meet the current and anticipated future market demand will help facilitate future development of residential and commercial uses within the SP. Long term fiscal impacts will include revenue from property tax and sales tax generated from the future commercial component and the expenditures associated with providing services to future residents and patrons.

## STRATEGIC PLAN

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

A. Support opportunities to celebrate rich traditions and diverse cultures in the community.

| | |
|---|---|
| Prepared by: | Jasmine Alvarado, Associate Planner |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENT

1. Ordinance No. 1589

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1589

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING SPECIFIC PLAN AMENDMENT 21-001; A REQUEST TO MODIFY LAND USE DESIGNATIONS, PERMITTED USES, AND STANDARDS OF DEVELOPMENT FOR THE RANCHO VISTA SPECIFIC PLAN

## A. RECITALS

**WHEREAS**, Pursuant to Government Code Section 65453 (Division 1 of Title 7 of the California Government Code), the City of Palmdale has adopted a Specific Plan for the Rancho Vista (SP) area of the City of Palmdale. The SP provides for various housing opportunities ranging from single family to multi-family, as well as commercial, recreation and public facility uses on approximately 1,300 acres bounded by West Avenue N-8 on the north, 55th Street West on the west, the California Aqueduct on the south, and 30th Street West on the east. The Rancho Vista Specific Plan was originally adopted by the City Council on January 9, 1986, through Ordinance No. 582, and has been subsequently amended on 10 separate occasions;

**WHEREAS**, R.Y. Properties, Inc., has filed an application requesting the approval of Specific Plan Amendment (SPA) 21-001, described herein (hereinafter referred to as “Application”);

**WHEREAS**, the Application applies to an amendment to the SP as shown on the map attached hereto as Exhibit I;

**WHEREAS**, on June 9, 2022, the Planning Commission of the City of Palmdale reviewed the proposed project and recommended approval of the Application by the City Council; and,

**WHEREAS**, on July 13, 2022, the City Council of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date. Evidence, both written and oral, was duly presented and considered by the City Council at the aforesaid public hearing, including but not limited to, the staff report dated July 13, 2022.

## B. ORDINANCE

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

**SECTION 1**. The City Council hereby specifically finds that all of 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 documentation:

(a) Pursuant to the California Environmental Quality Act (CEQA) and the City's local CEQA Guidelines, the SP was previously evaluated under Environmental Impact Report (EIR) 84-37 (SCH No. 84110711) which was certified by the Palmdale City Council (Ordinance No. 582) on January 9, 1986. The proposed project includes minor revisions to land use designations, permitted uses, and standards of development, which do not increase the intensity of development as envisioned by the SP. Staff has reviewed the revisions to the project and has determined that a subsequent or supplemental EIR as described in California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15163 is not required for the project because the modifications do not propose significant revisions to the project, 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. Lastly, no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete has been provided with respect to the SP. As such, an addendum to the EIR has been prepared in accordance with CEQA Guidelines Section 15164 (Exhibit III) and has identified that there are no new or additional significant impacts that were not already addressed by the EIR.

(b) The custodian of records for the environmental document, and all other materials which constitute the record of proceedings upon which the City Council's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

**SECTION 3**. Based upon substantial evidence presented to the City Council during July 13, 2022, public hearing, including public testimony and written and oral staff reports, the City Council specifically finds as follows:

(a) The proposed Specific Plan Amendment conforms with the goals, objectives and policies of the General Plan.

(b) The proposed Specific Plan Amendment is consistent with the General Plan.

(c) In addition to the findings for approval set forth in Palmdale Municipal Code (PMC) Sections 17.24.100 and 17.24.110, any approval of an amendment to a Specific Plan text or map shall also be based upon a finding that such amendment conforms to the intent and applicable goals and policies of the Specific Plan.

The Application conforms with Section 4.2 of the SP, which allows for ongoing review and revision of the plan to meet the changing needs of the community. In addition, the Application conforms with the goals, objectives, policies and is consistent with the General Plan and Specific Plan, as modified through the proposed Amendment because the proposed SPA is compatible with surrounding land uses and maintains the primarily residential and neighborhood commercial uses while allowing flexibility for future development. The proposed land use map and its associated development standards specified within the Application provides the framework for orderly development. The application has been processed in accordance with State law and the proposed amendment is consistent with the General Plan.

(d) The proposed Specific Plan Amendment is necessary to implement the General Plan and to provide for public safety, convenience and/or general welfare.

(e) The proposed Specific Plan will not have a substantial adverse effect on surrounding properties or the community in general.

The proposed SPA is necessary to implement the General Plan and will not have an adverse effect on surrounding properties or the community because the Application is compatible with surrounding land uses. The proposed changes to the SP do not increase the total number of units allowed within the SP and the number of units that currently remain undeveloped is 1,641. There is no development proposed at this time and any future development would require separate review.

(f) The proposed Specific Pan Amendment is reasonable and beneficial at this time.

The Application is reasonable and beneficial because it will retain the existing design character and general community structure in that it is not introducing any incompatible uses. The general community structure of the approved plan is maintained by not creating new areas of development that were not previously contemplated and by continuing the development methodology previously established by the SP.

(g) The proposed Specific Plan Amendment conforms with the intent of the Zoning Ordinance and is consistent with all other related provisions thereof.

The SP includes the provision of various housing types, commercial development, and amenities. The Application is compatible with surrounding land uses and maintains the primarily residential and neighborhood commercial uses while allowing flexibility for future development. In addition, the SPA is designed to continue orderly development, while adhering to the guiding principles within the SP and PMC.

(h) The site of the proposed Specific Plan is suitable for any of the land uses permitted within the proposed zone district.

Pursuant to the environmental clearance document, the SP has been determined to be physically suitable for the type and proposed density of development. The proposed project includes minor revisions to land use designations, permitted uses, and standards of development within the SP, which do not increase the intensity of development as envisioned by the SP. The proposed changes to the SP do not increase the total number of units allowed within the SP. There is no development proposed at this time and any future development would require separate review.

**SECTION 4**. Based on the findings and conclusions set forth in the above Sections, and based on all other evidence in the record, the City Council hereby approves SPA 21-001 to incorporate the proposed changes as shown in Exhibit IV and find that the project includes minor clarifications as outlined within the Addendum prepared for the previously certified Environmental Impact Report (EIR 84-37) for the Rancho Vista Specific Plan (SP).

**SECTION 5**. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held

to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

**SECTION 6**. The City Clerk shall certify to the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

Approved as to form:

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022, by the following roll call vote:

AYES: _____

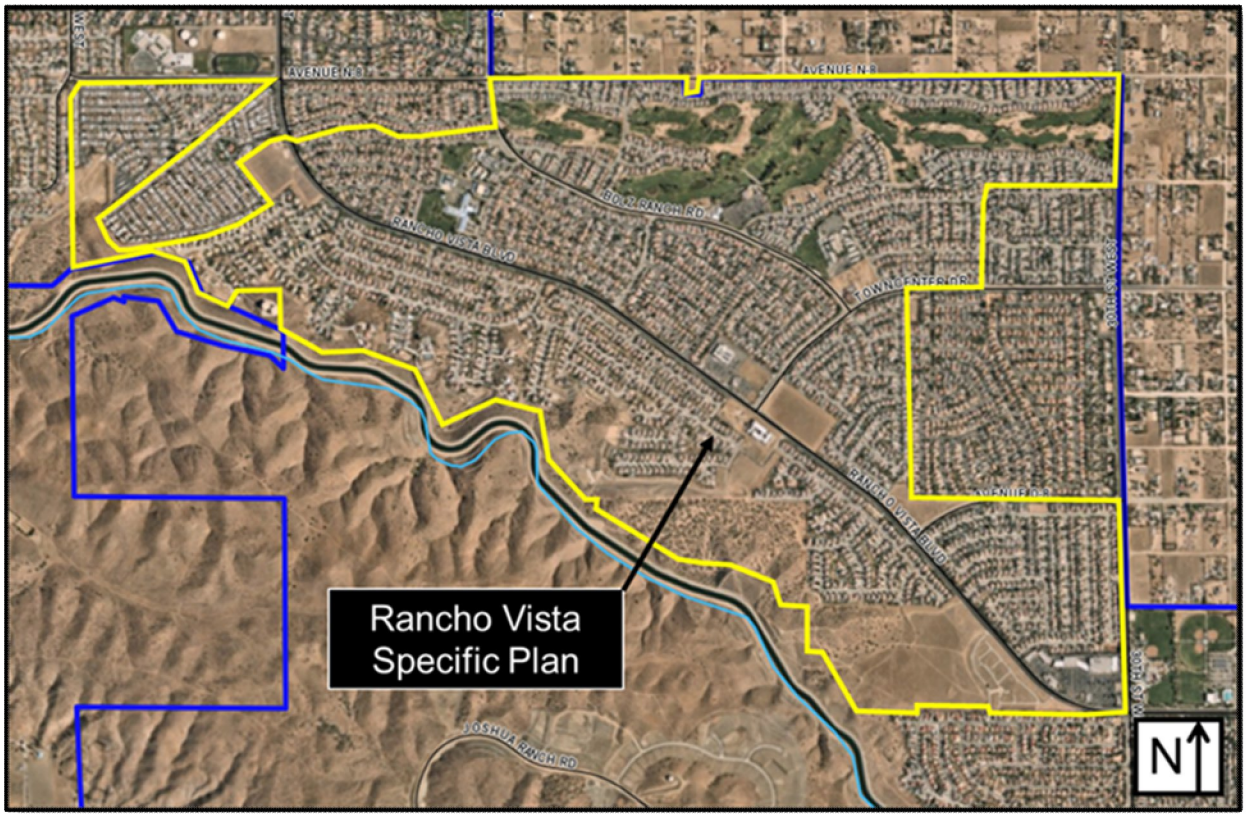
NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Shanae S. Smith, City Clerk

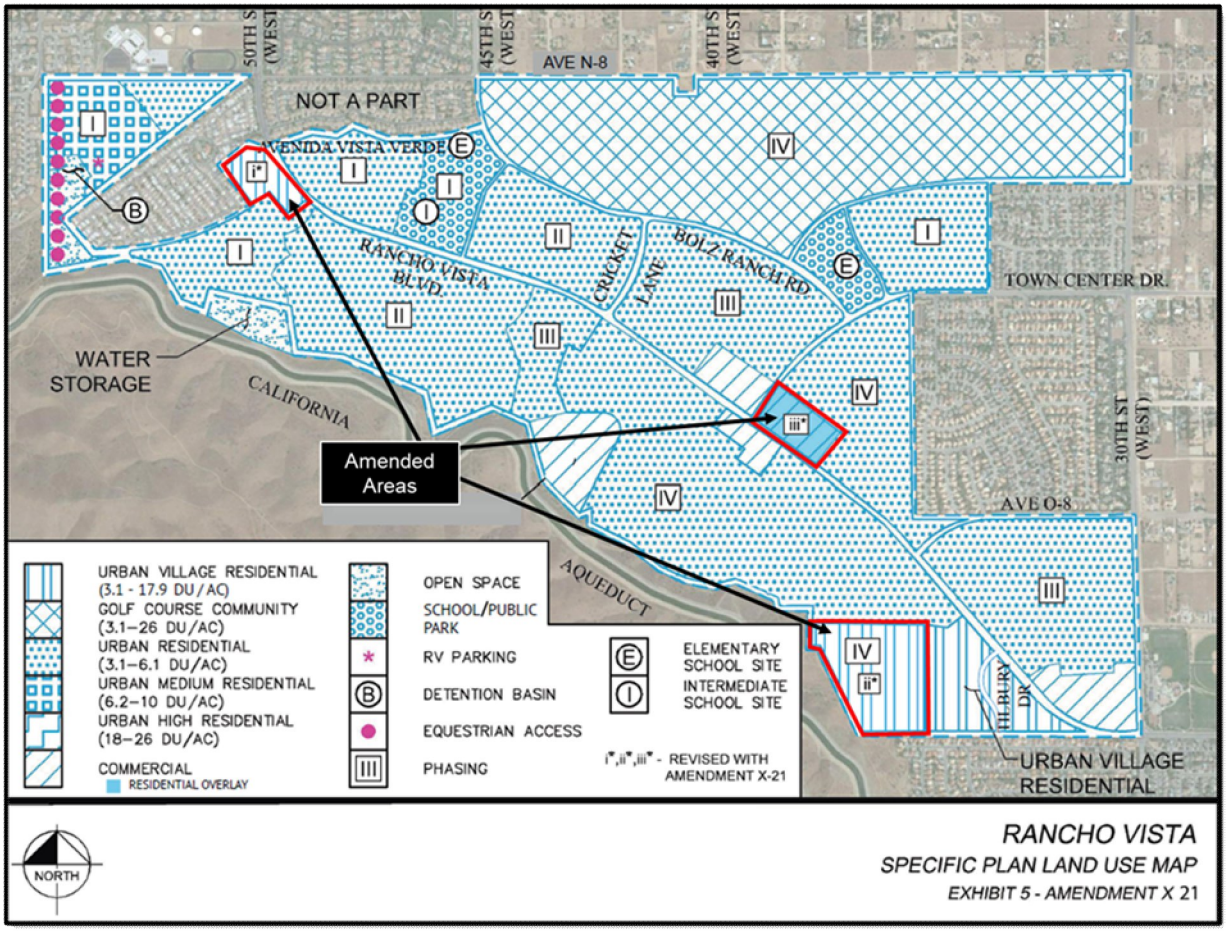
**EXHIBIT I**

**AERIAL MAP FOR SPA 21-001**



## EXHIBIT II

## RANCHO VISTA SPECIFIC PLAN LAND USE MAP FOR SPA 21-001



# City of Palmdale

EIR Addendum

Amendment to the Rancho Vista Specific Plan

---

Prepared for:

R.Y. Properties, Inc.
212 S. Palm Ave.
Suite 200
Alhambra, CA 91801

Prepared by:
Tom Zimmerman
Law Offices of Tom Zimmerman
1000 Dove Street
Suite 300
Newport Beach, CA 92660

April 12, 2022

# ADDENDUM TO ENVIRONMENTAL IMPACT REPORT 84-37
# FOR THE RANCHO VISTA SPECIFIC PLAN

## BACKGROUND:

This Addendum has been prepared to analyze proposed revisions to the Rancho Vista Specific Plan, which was originally analyzed in Environmental Impact Report 84-37 (State Clearinghouse No. 1984110711) ("EIR"). By Ordinance No. 582, the Palmdale City Council certified the EIR for the 1,307-acre Rancho Vista Specific Plan (the "Project") on January 9, 1986.

## PROJECT DESCRIPTION:

### Summary of the Approved Rancho Vista Specific Plan Project

The EIR was prepared in accordance with California Environmental Quality Act (CEQA) guidelines. The project evaluated in the EIR consists of the development of 6,759 residential dwelling units within the Rancho Vista Specific Plan area. The Rancho Vista Specific Plan was subsequently amended in 1988, 1989, 1996, 1999, 2001, 2005, 2006, 2010 and 2016. Those amendments and related development activity have resulted in the development of approximately 3,120 residential dwelling units, a build-out of 46% of the capacity analyzed in the EIR. The current land use allocation for residential units contained in the 2016 Rancho Vista Specific Plan (Ordinance No. 1485, which is referred to herein as the "2016 Amendment") reflects a reduction in the maximum build out of the Specific Plan from 6,755 to 4,761 residential units.

### Proposed Changes to the Approved Rancho Vista Specific Plan

The Applicant has applied to the City for an amendment to the Rancho Vista Specific Plan. The proposed amendment ("2021 Amendment") would (i) change the land use on approximately 11 acres located at the southwest corner of Rancho Vista Boulevard and Avenida Vista Verde, currently designated commercial land, to a residential land use, (ii) change the land use on approximately 34 acres located westerly of Rancho Vista Boulevard and Tilbury Drive from Urban Residential to Urban Village Residential, (iii) modify the permitted uses within approximately 10 acres of commercial property located on the northeast corner of Rancho Vista Boulevard and Town Center Drive by allowing an Urban High Residential Land Use Overlay on that property, and (iv) modify the permitted uses within the Urban Medium Residential, Urban Village Residential, Urban High Residential designations as well as clarifying development standards for certain designations. The proposed changes to the Rancho Vista Specific Plan are minor in nature and do not increase the density of the Project as analyzed through the EIR. The 2021 Amendment changes some of the land use categories of some of the residential units, but the total residential land use allocation of 4,761 residential units reflected in the 2021 Amendment remains unchanged from the 2016 Amendment. Moreover, the net effect of all amendments to the Rancho Vista Specific Plan, including the 2021 Amendment is an approximately 30% reduction of the residential units originally considered in the 1986 EIR. This reduction in

development density results in a reduction in the associated environmental effects analyzed in the EIR.

**ENVIRONMENTAL DETERMINATION:**

The EIR is hereby incorporated by reference.

Section 15162(a) of the State CEQA Guidelines limits the preparation of a subsequent EIR to three situations:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Section 15163(a) of the State CEQA Guidelines limits the lead or responsible agency to choose to prepare a supplement to an EIR rather than a subsequent EIR if;

(1) Any of the conditions described in Section 15162 would require the preparation of a subsequent EIR, and

(2) Only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation.

After review of the proposed changes and review of the EIR, the City has determined that:

1. The revisions contained in the 2021 Amendment are not a substantial change to the Project and will not create new significant impacts because the 2021 Amendment does not increase the overall residential density and any related impacts from the 2016 Amendment. Also, the 2021 Amendment has a lower residential density and related impacts than was previously analyzed in the original 1986 EIR ;

2. No substantial changes have occurred with respect to the circumstances in which the Project will be undertaken that would involve new significant environmental impacts resulting from the Project; and

3. No new information has become available since the EIR was certified as complete which shows (i) that the Project, as modified, would result in new significant impacts or cause an increase in severity of significant impacts, (ii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, or (iii) that mitigation measures or alternatives that are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment as more fully explained below.

Accordingly, the City has prepared this addendum to the EIR in accordance with Section 15164(a) of the CEQA Guidelines, which states: *"The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 or 15163 calling for preparation of a subsequent or supplement to the EIR have occurred."*

**ENVIRONMENTAL ASSESSMENT**

As further discussed below, the 2021 Amendment will not result in new significant environmental effects, nor will it require the addition of mitigation measures to reduce impacts to less than significant, for the following resource areas analyzed in the 1986 EIR (using the subtitles from that document):

- Topography
- Geology, Soils and Seismicity
- Hydrology/Flood Control
- Noise

- Land Resources
- Climate and Air Quality
- Biological Resources
- Land Use
- Cultural Scientific Resources
- Scenic Resources
- Energy Conservation
- Traffic/Circulation
- Community Services and Utilities

Additionally, the 2021 Amendment will not result in any new significant environmental effects, nor will it require the addition of mitigation measures to reduce impacts to less than significant, for the following additional resource areas, each of which are discussed below:

- Western Joshua Trees
- High Fire Hazard
- Vehicle Miles Traveled
- Greenhouse Gas Emissions

**ANALYSIS**

**1. Aesthetics**

The visual appearance of the 2021 Amendment would be consistent with what was evaluated in the 1986 EIR with the following mitigation measures from the 1986 EIR considered and followed; landscape designs, structure heights, contour grading, housing in sloped areas, on-site utility lines, building site coverage, and architectural and design concepts. The proposed 2021 Amendment also would be implemented in compliance with all applicable ordinances and requirements as set forth in the City of Palmdale Municipal Code related to light and glare.

The 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require preparation of a subsequent or supplement to the EIR.

**2. Agricultural and Forestry Resources**

The 1986 EIR concludes no significant impacts to land resources are expected therefore no mitigation measures are recommended. Due to the fact that no additional land will be developed over that which was previously planned for development under the current Specific Plan, the 2021 Amendment would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously analyzed related to land resources/agricultural and forestry resources.

The 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require preparation of a subsequent or supplement to the EIR.

### 3. Air Quality

The 1986 EIR concluded that the original Project activities would not exceed applicable standards of significance and would not result in significant adverse impacts related to air quality with the implementation of mitigation measures identified in the 1986 EIR. Due to the decrease in development density of the Project and the resulting decrease in the number of emission-producing vehicle trips in the Project as modified by the 2021 Amendment, when compared to the anticipated density and emission-producing vehicle trips analyzed in the 1986 EIR, no additional effects are anticipated as a result of the 2021 Amendment. Mitigation measures from the 1986 EIR which are applicable and still part of the environmental review process include; normal watering procedures during site grading operations to reduce dust emissions, construction grading not to occur on exceedingly windy days, revegetation of graded areas soon after grading is complete to reduce dust and erosion, solar assisted heating systems should be considered to reduce on-site use of natural gas and off-site generation of electricity, solar orientation access and passive solar techniques should be considered in the site planning and architectural design.

In addition, as part of the environmental review process, each individual development project will undergo an Air Quality and Greenhouse Gas Study applicable to the specific project to ensure that compliance to the AVAQMD requirements and standards are met.

In July 1997, subsequent to approval of the 1986 EIR, the Antelope Valley Air Pollution Control District (AVAPCD) was formed, pursuant to statute. It had jurisdiction of the Los Angeles County portion of the SCAQMD that was not within the South Coast Air Basin (SCAB). The SCAQMD rules in effect in the AVAPCD remained in effect until the ACAPCD Governing Board superseded or amended them. On January 1, 2002 the Antelope Valley Air Quality Management District (AVAQMD) was formed pursuant to statute to replace the AVAPCD. The rules of the AVACPD remained in effect until the AVAQMD Governing Board superseded or amended them. The AVAQMD has jurisdiction over the northern, desert portion of Los Angeles County, including the incorporated cities of Lancaster and Palmdale, Air Force Plant 42, and the southern portion of Edwards Air Force Base. The Kern County-Los Angeles County boundary forms the northern boundary of the AVAQMD; the San Bernardino-Los Angeles County boundary forms the eastern boundary of the AVAQMD.

The AVAQMD has developed significance thresholds for regulated pollutants, as summarized in Table 2. The AVAQMD's CEQA and Federal Conformity Guidelines (August 2016) indicate that any projects within its jurisdiction with emissions that exceed any of the indicated thresholds should be considered as having an individually and cumulatively significant impact.

Table 2

Antelope Valley Air Quality Management District Emissions Thresholds

| Pollutant | Daily Threshold (pounds) |
|---|---|
| CO | 548 lbs/day |
| NOx | 137 lbs/day |
| VOC | 137 lbs/day |
| Sox | 137 lbs/day |
| PM 10 | 82 lbs/day |
| PM 2.5 | 82 lbs/day |
| H 2S | 54 lbs/day |
| Pb | 3 lbs/day |
| Greenhouse Gases (CO 2e) | 548,000 lbs/day |

The air pollutant emissions associated with operation of the approved development and the proposed projects associated with the 2021 Amendment are primarily due to vehicle trips generated by proposed uses and area source emissions. Thus, the 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

**4. Biological Resources**

The 1986 EIR concluded that the original Project activities would not exceed applicable standards of significance and would not result in significant impacts related to biological resources with the implementation of mitigation measures identified in the 1986 EIR. The mitigation measures include; entries to emphasize "gateway" landscaping, perimeter to include screen planting and street trees, golf course (which is already completed), residential development along the southwestern portion, subdivision patterns in sloped periphery to be sensitive to existing vegetation, landscape programs to provide for retention or transplantation of existing trees when possible, and homeowners encouraged to utilize native, drought tolerant plant species.

The 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require preparation of a subsequent or supplement to the EIR. With the 2021 Amendment incorporating the 1986 EIR mitigation measures and compliance requirements, impacts to biological resources will remain less than significant and therefore, do not require the preparation of a subsequent EIR. As of September 22, 2020, the California Fish and Game Commission temporarily listed the western Joshua tree (Yucca Brevifoila) as a Candidate species until a final decision has been made by

CFGC. That date has been extended. Therefore, any attempt to remove any living or dead Joshua Tree from its current position will require an Incidental Take Permit (ITP) in compliance with California Department of Fish and Wildlife requirements. Additional discussion regarding western Joshua Trees is below.

In addition as part of the project level environmental review process, each individual development project will undergo a Biological Resources study on a case by case basis to ensure compliance with State regulations.

**5. Cultural Resources**

According to the 1986 EIR, no prehistoric or historic period sites or artifacts were identified within the Project. Since no cultural resources were present, no impacts to cultural resources are anticipated due to any further use or development of the Project, as modified by the 2021 Amendment, although a SB 18 consultation will be required for this Project.

This Project does not involve development, but future individual development projects will be analyzed on a case by case basis and will be required to comply with state requirements.

Accordingly, the 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require preparation of a subsequent or supplement to the EIR or require AB 52 consultation as the previously prepared 1986 EIR was distributed to the public in 1986.

**6. Energy**

The 1986 EIR estimated a level of energy demand that did not represent a significant impact on forecast energy requirements and availability for Northern Los Angeles County. Those estimates were based on a much higher intensity of development than the 2021 Amendment. Also of note, the energy standards, including the California Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings and the Title 24 California Green Building Standards Code (CALGreen) have become more stringent since 1986. These regulations are regularly updated and were last updated in 2019 and became effective on January 1, 2020. Further, CALGreen, which contains mandatory and voluntary requirements for new residential and nonresidential buildings, went into effect in 2009. CALGreen is updated on a regular basis, with the most recent approved update consisting of the 2019 CALGreen Standards that also became effective January 1, 2020. Residential uses allowed by the 2021 Amendment would be constructed to achieve the building energy standards set forth in the Title 24 requirements in effect at the time of building permit issuance resulting in additional reductions in energy consumption pursuant to the new and updated codes compared to those anticipated in the 1986 EIR.

The 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require preparation of a subsequent or supplement to the EIR.

### 7. Geology, Soils and Seismicity

The 1986 EIR studied potential geological impacts of the Project and concluded that there would be no significant impact on the existing geological framework. The Project, as modified by the 2021 Amendment, is lower in density which results in less homes being developed, and does not differ substantially in scope or structural intensity from the original Project studied in the 1986 EIR and development would also be subject to applicable mitigation measures outlined in the 1986 EIR and be in compliance with local and state building regulations in effect at the time permits are issued. The 1986 EIR mitigation measures include the development project shall submit a seismic evaluation within their respective areas of development prior to tract map approval, site specific recommendations in areas of alluvium to evaluate any potential for hydro consolidation, design and construct buildings in conformance with current building codes and standard engineering practice, site specific evaluation of cut and fill slopes for final grading plans.

Each individual development project shall be analyzed during the environmental review process to ensure compliance. Therefore, the 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require preparation of a subsequent or supplement to the EIR.

### 8. Air Quality/Greenhouse Gases

Greenhouse gas (GHG) emissions were not expressly analyzed in the 1986 EIR. However, the effect of greenhouse gas emissions on climate was known long before the City approved the 1986 EIR. A challenge to an EIR must be brought within 30 days of the lead agency's notice of approval. (Pub. Resources Code, § 21167, subd. (c).) Under subdivision (c) of Public Resources Code section 21166, an agency may not require an EIR unless "[n]ew information, which was not known and could not have been known at the time the [EIR] was certified as complete, becomes available." As previously noted, the net effect of all amendments to the Rancho Vista Specific Plan, including the 2021 Amendment, is approximately 30% reduction of the residential units originally considered in the 1986 EIR. This reduction in density will require less energy to construct and operate residences within the Rancho Vista Specific Plan than would the Project as originally considered in the 1986 EIR and will also result in fewer vehicle trips. Additionally, all new residential construction is required to incorporate solar facilities and meet Title 24 requirements. Due to the reduction in both non-mobile and mobile source GHG emissions when compared to the original Project, the 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

### 9. Hazards and Hazardous Materials

Although the 1986 EIR did not address Hazards and Hazardous Materials, the 2021 Amendment consists primarily of residential, recreational, and open space land uses so is not expected to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. The project will be required to comply with all applicable

requirements for the handling of hazardous materials. Additionally, the 2021 Amendment would not create a significant hazard to the public or the environment through the reasonably foreseeable release of hazardous materials into the environment.

Therefore, 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

**10. Hydrology and Water Quality**

The 1986 EIR studied potential Hydrology/Flood Control impacts of the Project and concluded that there would be no significant impact with the proper mitigation as described in the 1986 EIR. The mitigation measures include; a runoff diversion and collection system considered adequate to meet 100 year storm runoff, a Benefit Assessment District should be formed to meet the requirements for adequate design, construction and maintenance of flood control facilities and drainage improvements should be implemented prior to the construction of each phase of a development project.

Also, it is anticipated with the 2021 Amendment with the preparation and implementation of Project-specific Water Quality Management Plans (WQMP), which are required for tentative tract map approvals as part of the subdivision process, water quality impacts would be reduced compared to what was discussed in the 1986 EIR since water quality management requirements are more stringent than when the 1986 EIR was prepared. In addition to the more stringent water quality management requirements, the 2021 Amendment has a lower residential density than was analyzed in the 1986 EIR resulting in less houses being developed thus lowering the demand and water quality impacts further.

This Project does not involve development, but future individual development projects will be analyzed on a case by case basis and will be required to comply with state requirements.

Therefore, 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

**11. Land Use and Planning**

The 1986 EIR studied potential Land Use impacts and found that the Rancho Vista Specific Plan was consistent with the policies of the Land Use Element of the City of Palmdale General Plan and is in conformance with land use and zoning designations for the site. The 2021 Amendment has a much lower residential density than was originally studied and analyzed in the 1986 EIR and does not increase the density considered in the currently approved 2016 amendment.

Therefore, 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of

the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

### 12. Mineral Resources

The 1986 EIR studied potential Land Resource impacts and found that no significant impacts are expected and no mitigation measures are required or recommended. The 2021 Amendment does not significantly change the scope or area previously studied so does not anticipate any significant effects or impacts.

Therefore, 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

### 13. Noise

Analysis of impacts from noise resulted in no potential significant impacts with incorporation of mitigation measures identified in the 1986 EIR. The Project, as modified by the 2021 Amendment, will not create any new or additional significant impacts with regard to noise. Construction of the Project, as modified by the 2021 Amendment, will occur in the same areas using similar construction techniques analyzed in the 1986 EIR and at a density and intensity significantly reduced from that previously analyzed. Additionally, the proposed Project will be required to comply with Palmdale's Noise Element regarding exterior noise exposure and Title 24 of the California Code of regulations regarding interior noise exposure. In addition, each individual development project will be analyzed during the entitlement and environmental review process for compliance. Thus, there are no new or additional impacts anticipated with the implementation of the 2021 Amendment. Consequently, the 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

### 14. Population and Housing

The 1986 EIR did not study the effects of population and housing, but since the 2021 Addendum proposes a much lower density in residential development the overall population will be much less than the original projected population in the 1986 EIR, so it is projected to have no significant impact.

Therefore, 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

### 15. Public Services and Recreation

Community Services/Utilities are addressed and studied in the 1986 EIR. The 1986 EIR concluded that the Rancho Vista Specific Plan could result in significant adverse impact to local school systems. Several schools have been built and operating since the 1986 EIR findings, and in fact the land planned for schools in the Rancho Vista Specific Plan has all been developed. The 1986 EIR concluded that there are no significant impacts related to Fire Protection, Police Protection, Water Facilities, Sewer Facilities, Electrical/Natural Gas, Solid Waste, Telephone, Health/Emergency Services, Library Services and Parks/Recreation/Open Space anticipated. Since the 2021 Addendum proposes a much lower density in residential development resulting in a reduction in population generation, and thus resulting in a lower demand for these services, no significant impacts due to the 2021 Amendment are anticipated.

Therefore, 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

**16. Transportation/Traffic/Circulation**

The 1986 EIR concluded that the overall Project activities would not exceed applicable standards of significance and would not result in significant impacts related to traffic with the implementation of mitigation measures identified therein. Mitigation requirements in the 1986 EIR include roadway improvements to following intersections; 45$^{th}$ Street West and Avenue N, 30$^{th}$ Street West and Avenue P, 30$^{th}$ Street West and Avenue N, Northbound Highway 14 Off-ramp and Avenue P, 50$^{th}$ Street West and Avenue N, 45$^{th}$ Street West and Avenue N and 30$^{th}$ Street West and Avenue N. All of the mitigation measures in the 1986 EIR have been completed. Circulation improvements may be required for individual projects. Due to the reduction in overall development density, the Project as modified by the 2021 Amendment would not result in significant adverse transportation or traffic impacts. As discussed below, both internal and external roadways would still support the same number of dwelling units compared to the 2016 Amendment and the total number of project-generated trips is forecast to decrease based on the change of residential type.

This Project does not involve development, but future individual development projects will be analyzed on a case by case basis and will be required to comply with state requirements.

Thus, the 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

**17. Utilities and Services Systems**

See subsection Public Services and Recreation No. 15 above, for a discussion of Utilities and

Service Systems. The 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum related to Utilities and Service Systems, and does not require the preparation of a subsequent or supplement to the EIR.

**18. Wildfire/High Fire Hazard**

The proposed 2021 amendment does not change the location of development within the Project from the development area previously analyzed. Thus, the land use changes in the 2021 Amendment do not expose new areas to potential wildfire danger. Furthermore, because the balance of the remaining undeveloped area is largely in-fill development, bounded by existing development and the California Aqueduct, development of the Project, inclusive of new vehicular access and reduced vegetation, as modified by the 2021 Amendment, will enhance fire and emergency service access to and within the Project site through increased roadway access. Additionally, the Project will be required to conform to all City of Palmdale development regulations and with County of Los Angeles Fire Department requirements. Because no new or unanticipated significant impacts from wildfire will be generated as of result of the 2021 Amendment, the 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR**.**

**Additional Discussion:**

**Western Joshua Trees**

Under the 2016 Amendment, and the current Project as modified by the 2021 Amendment, will result in the taking of a recently listed candidate species, the western Joshua tree, under the California Endangered Species Act. However, the City's Conditions of Approval regarding western Joshua trees, include compliance with California Department of Fish and Wildlife (CDFW) guidelines for procurement of an Incidental Take Permit and payment of CDFW mitigation fees, as applicable. This requirement will ensure a less than significant impact to western Joshua trees. Prior to the removal or relocation of any Joshua trees on the Project site, the Developer will prepare an updated Joshua tree Survey in accordance with CDFW requirements for Joshua trees on the Property. If Joshua trees remain a Candidate Species indefinitely or should Joshua trees be listed as Endangered/Threatened, an Incidental Take Permit, or other CDFW waiver will be required by CDFW. This Project does not involve any development. Each individual development project shall provide evidence of compliance with the requirement (and the City's Condition of Approval) shall be submitted to the City of Palmdale prior to realizing any effects to Joshua Trees on the Project site. Thus, through compliance with standard Conditions of Approval, the 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR.

**Vehicle Miles Traveled**

Since the 1986 EIR was prepared, analyses for Vehicle Miles Traveled (VMT) have come into effect. Ganddini Group, Inc. ("Ganddini"), a traffic engineering firm, studied the potential changes in VMT resulting from the 2021 Amendment. The Ganddini report (a copy of which is attached) concludes as follows: "*Overall, there would be a relatively minor shift in project-generated trips from the Urban Residential zones dispersed throughout the Specific Plan to the Urban Village Residential zone in the southeast area of the Specific Plan. Both internal and external roadways would still support the same number of dwelling units compared to the 2016 Amendment and the total number of project-generated trips is forecast to be the same or less. Therefore, the proposed 2021 Amendment is forecast to result in no new significant traffic impacts or mitigation measures relating to roadway operations compared to the 2016 Amendment. Since the [2021 Amendment] is forecast to result in the same or fewer daily trips with no change in trip lengths, the [2021 Amendment] would reduce VMT compared to the originally certified EIR and its subsequent addendums*."

This Project does not involve any development at this time and future development projects will be analyzed separately.

As such, the 2021 Amendment does not meet the criteria identified in Section 15162 or 15163 of the CEQA Guidelines discussed in Section 3 of this addendum and does not require the preparation of a subsequent or supplement to the EIR. The Ganddini Group analysis is provided in detail in Appendix A.

# APPENDIX A

(Rancho Vista Specific Plan 2021 Amendment Comparative Traffic Assessment)

October 27, 2021

Mr. Greg Quan
LA-DF INVESTMENT FUND 78
212 South Palm Avenue, Suite 2000
Alhambra, California 91801

**RE: Rancho Vista Specific Plan 2021 Amendment Comparative Traffic Assessment**
Project No. 19433

Dear Mr. Quan:

Ganddini Group, Inc. is pleased to provide this transportation study screening analysis for the proposed Rancho Vista Specific Plan 2021 Amendment in the City of Palmdale. We trust the findings of this analysis will aid the City of Palmdale in assessing whether preparation of a transportation study will be required for the proposed project.

## BACKGROUND

The Rancho Vista Specific Plan was originally analyzed in the Rancho Vista Specific Plan Environmental Impact Report 84-37 (State Clearinghouse No. 1984110711) ("EIR"). The EIR considered the development of 6,759 residential dwelling units within the Rancho Vista Specific Plan area. The Rancho Vista Specific Plan was subsequently amended in 1988, 1989, 1996, 1999, 2001, 2005, 2006, 2010 and 2016. Those amendments and related development activity have resulted in approximately 3,120 residential dwelling units developed, a build-out to date of 46 percent of the capacity analyzed in the EIR. The current land use allocation for residential units contained in the 2016 Rancho Vista Specific Plan amendment (Ordinance No. 1485, which is referred to herein as the "2016 Amendment") reflects a maximum of 4,761 residential units at full build out.

## PROJECT DESCRIPTION

The 1,307-acre project site is generally located south of Avenue N-8 and west of 30th Street in the City of Palmdale, California. The proposed project involves an amendment to the adopted Rancho Vista Specific Plan as follows: (i) change the land use on approximately 11 acres located at the southwest corner of Rancho Vista Boulevard and Avenue Vista Verde currently designated commercial land to a residential land use, (ii) change the land use on approximately 34 acres located westerly of Rancho Vista Boulevard and Tilbury Drive from Urban Residential to Urban Village Residential, (iii) modify the permitted uses within approximately 10 acres of commercial property located on the northeast corner of Rancho Vista Boulevard and Town Center Drive by allowing an Urban High Residential Land Use Overlay on that property, and (iv) modify the permitted uses within the Urban Medium Residential, Urban Village Residential, Urban High Residential designations.

The proposed changes to the Rancho Vista Specific Plan are minor in nature and do not increase density within the Project. The total residential land use allocation of 4,761 residential units reflected in the 2021 Amendment remains unchanged from the 2016 Amendment. Moreover, the net effect of all amendments to the Rancho Vista Specific Plan, including the 2021 Amendment results in approximately 30% reduction of the

residential units originally considered in the 1986 EIR. This results in a substantial reduction in the development density and associated environmental effects analyzed in the EIR.

Table 1 below shows a comparison of the Land Use / Dwelling Unit Tabulation included in the Specific Plan for the proposed 2021 Amendment in comparison to the prior 2016 Amendment and original EIR:

**Table 1**
**Land Use / Dwelling Unit Tabulation Comparison**

| Land Use | Maximum Dwelling Units | | |
|---|---|---|---|
| | Proposed 2021 Amendment | 2016 Amendment | Original EIR |
| Urban Residential (3.1-6.1 du/ac) | 2,488 | 2,584 | 2,320 (Suburban Residential) |
| Urban Medium Residential (6.2-10.0 du/ac) | 206 | 206 | 1,607 (Urban Residential I) |
| Urban Village Residential (3.1-17.9 du/ac) | 546 | 450 | 2,718 (Urban Residential II) |
| High Residential Overlay (3.1-26 du/ac) [1] | 176 | 176 | |
| Golf Course Community (3.1-26 du/ac) | 1,345 | 1,345 | 114 (Rural/Non-Urban Residential) |
| School/Park | N/A | N/A | N/A |
| Commercial [1] | N/A | N/A | N/A |
| Detention Basin/Water Storage/Open Space | N/A | N/A | N/A |
| **SPECIFIC PLAN TOTAL** | **4,761** | **4,761** | **6,759** |
| Tracts 34296/43801<br>CUP 77-2 | 149<br>358 | 149<br>358 | 149<br>358 |
| **TOTAL** | **5,268** | **5,268** | **7,266** |

Notes:
1. High Residential Overlay applies to a portion of the Commercial Property
2. Blue shading denotes a decrease in dwelling units and orange shading denotes an increase in dwelling units compared to the 2016 amendment.

As shown in Table 1, the proposed project (2021 Amendment) would maintain the same number of maximum dwelling units and proposes to reallocate approximately 96 dwelling units from Urban Residential to Urban Village Residential land use type.

## TRIP GENERATION COMPARISON

Table 2 shows the project trip generation comparison for the proposed reallocation of dwelling units from the Urban Residential land use to Urban Village Residential based upon trip generation rates obtained from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (11th Edition, 2021). Although ITE does not categorize residential uses based on density, the single-family detached housing would generally be representative of the Specific Plan's Urban Residential land use and multi-family housing (mid-rise) would generally be representative of the Specific Plan's Urban Village Residential land use.

**Table 2**
**Trip Generation Comparison**

| Trip Generation Rates | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | AM Peak Hour | | | PM Peak Hour | | | |
| Land Use | Source[1] | Units[2] | % In | % Out | Rate | % In | % Out | Rate | Daily Rate |
| Single-Family Detached Housing | ITE 210 | DU | 26% | 74% | 0.70 | 63% | 37% | 0.94 | 9.43 |
| Multifamily Housing (Mid-Rise) | ITE 220 | DU | 23% | 77% | 0.37 | 61% | 39% | 0.39 | 4.54 |

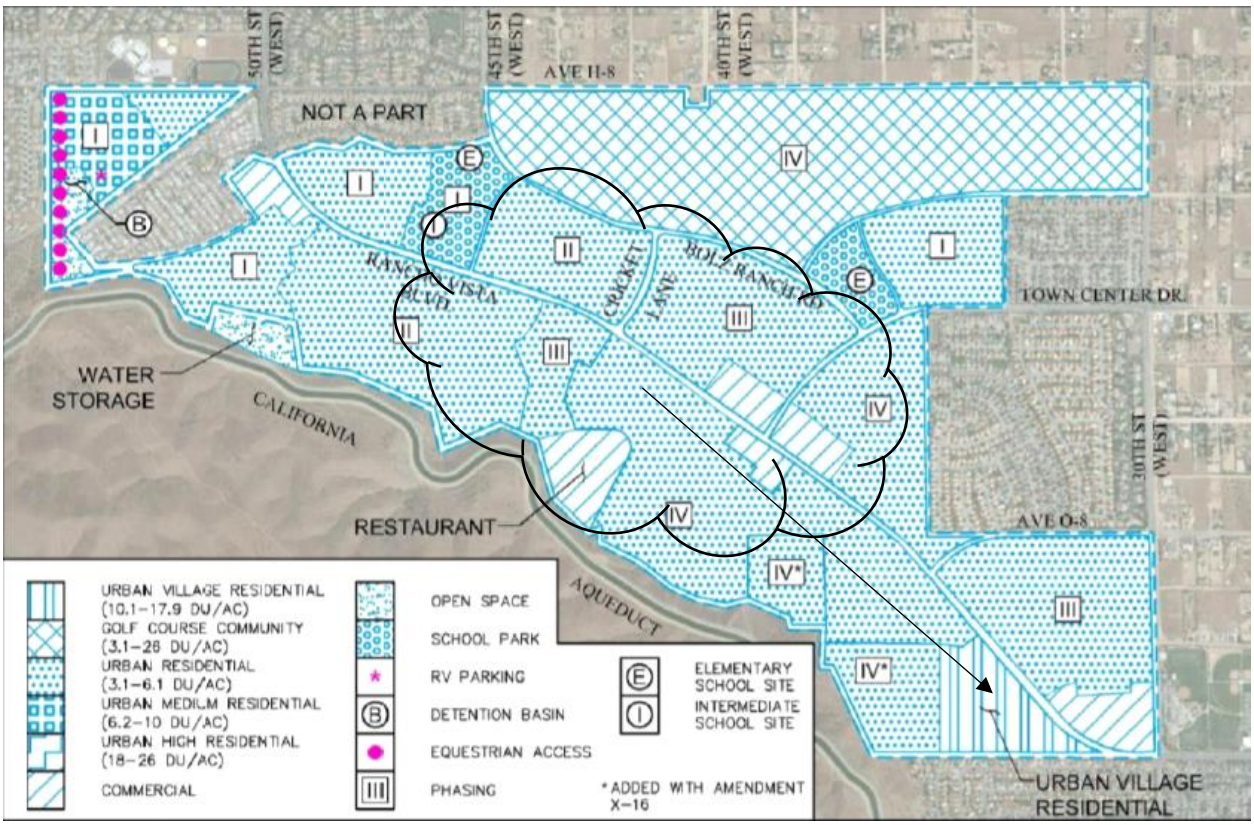
| Trips Generated | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | AM Peak Hour | | | PM Peak Hour | | | |
| Land Use | Quantity | Units[2] | In | Out | Total | In | Out | Total | Daily |
| Proposed 2021 Amendment | | | | | | | | | |
| Single-Family Detached Housing | 2,488 | DU | 453 | 1,289 | 1,742 | 1,473 | 865 | 2,338 | 23,462 |
| Multifamily Housing (Mid-Rise) | 546 | DU | 47 | 156 | 203 | 130 | 83 | 213 | 2,479 |
| Subtotal | | | 500 | 1,445 | 1,945 | 1,603 | 948 | 2,551 | 25,941 |
| 2016 Amendment | | | | | | | | | |
| Single-Family Detached Housing | 2,584 | DU | 471 | 1,339 | 1,810 | 1,530 | 899 | 2,429 | 24,368 |
| Multifamily Housing (Mid-Rise) | 450 | DU | 39 | 128 | 167 | 107 | 68 | 175 | 2,043 |
| Subtotal | | | 510 | 1,467 | 1,977 | 1,637 | 967 | 2,604 | 26,411 |
| **NET CHANGE WITH PROPOSED AMENDMENT** | | | **-10** | **-22** | **-32** | **-34** | **-19** | **-53** | **-470** |

Notes:
1) ITE = Institute of Transportation Engineers *Trip Generation Manual* (11th Edition, 2021); ### = Land Use Codes.
2) DU = Dwelling Units

As shown in Table 2, the proposed project (2021 Amendment) is estimated to result in a net decrease of approximately 470 daily trips based on the reallocation of approximately 96 dwelling units from Urban Residential to Urban Village Residential land use type. Notwithstanding the above, if the re-allocated dwelling units were to be developed as single-family detached residential, there would be no change in the trip generation compared to the 2016 Amendment.

Overall, there would be a relatively minor shift in project-generated trips from the Urban Residential zones dispersed throughout the Specific Plan to the Urban Village Residential zone in the southeast area of the Specific Plan (see Exhibit A). Both internal and external roadways would still support the same number of dwelling units compared to the 2016 Amendment and the total number of project-generated trips is forecast to be the same or less. Therefore, the proposed 2021 Amendment is forecast to result in no new significant traffic impacts or mitigation measures relating to roadway operations compared to the 2016 Amendment.

**Exhibit A**
**Rancho Vista Specific Plan Land Use Map**




Source: *Rancho Vista Specific Plan* (City of Palmdale, 2016 Amendment).

## VEHICLE MILES TRAVELED EXEMPTION

In December 2018, the Natural Resources Agency revised Appendix G of the State CEQA Guidelines to include a checklist item relating to a project's impacts relating to Transportation. In particular, Appendix G of the State CEQA Guidelines now includes a checklist item that provides:

XVII. Transportation. Would the project:

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

d) Result in inadequate emergency access?

The Lead Agency (City of Palmdale) certified the Rancho Vista Specific Plan EIR in 1986, with the most recent subsequent amendment in 2016, several years before the above modified checklist items were added to the State CEQA Guidelines (specifically, impact analysis XVII(b), which changed the criteria for analyzing transportation impacts from level of service (LOS) to vehicle miles traveled (VMT)). California courts have held that where a new guideline or threshold is adopted after the certification of an EIR, an Addendum to the EIR need not include additional environmental analysis relating to that guideline or threshold where the potential environmental impact at issue in the new guideline or threshold was known or could have been known at the time the EIR was certified. (See *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, 806 [even though State CEQA Guidelines were amended on March 18, 2010 to address greenhouse gas emissions, lead agency's 2010 Addendum to a 1997 EIR did not require analysis of greenhouse gas emissions because "information about the potential environmental impact of greenhouse gas emissions was known or could have been know at the time the 1997 EIR and the 2003 SEIR for the [project] were certified"]; *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301, 1319-1320 ["the adoption of guidelines for analyzing and evaluating the significance of data does not constitute new information if the underlying information was otherwise known or should have been known at the time the EIR was certified"]; see *also Citizens for Responsible Equitable Environmental Development v. City of San Diego* (2011) 196 Cal.App.4th 515, 532.)

Here, the impacts at issue in the above-referenced threshold (e.g., the potential environmental impacts from VMT) were known or could have been known when the EIR was certified in 1986 and amended as recently as 2016. Because the potential transportation-related impacts at issue in the above checklist item were known or could have been known when the EIR and its addendum were certified, and because the EIR and its addendum did not include the language related to CEQA Guidelines § 15064.3, subdivision (b) environmental factor in its checklist, California law does not require these impacts to be analyzed in this Addendum.

Project's Effect on VMT

Notwithstanding the above, the changes in VMT resulting from the proposed project (2021 Amendment) are described below relative to the Rancho Vista Specific Plan EIR and its addendum for informational purposes.

VMT is calculated as a factor of the number of trips and the average trip length. The proposed project is expected to result in approximately 1.8 percent fewer daily vehicle trips compared to the buildout under existing approval of the 2016 Amendment (and a substantially greater reduction compared to the EIR buildout projections). Trip lengths are not expected to change since the proposed project consists of a similar land use. Since the proposed Project is forecast to result in the same or fewer daily trips with no change in trip lengths, the proposed project would reduce VMT compared to the originally certified EIR and its subsequent addendums.

## CONCLUSIONS

The proposed project (2021 Amendment) is estimated to result in a net decrease of approximately 470 daily trips based on the reallocation of approximately 96 dwelling units from Urban Residential to Urban Village Residential land use type. Notwithstanding the above, if the re-allocated dwelling units were to be developed as single-family detached residential, there would be no change in the trip generation compared to the 2016 Amendment.

Overall, there would be a relatively minor shift in project-generated trips from the Urban Residential zones dispersed throughout the Specific Plan to the Urban Village Residential zone in the southeast area of the Specific Plan. Both internal and external roadways would still support the same number of dwelling units

compared to the 2016 Amendment and the total number of project-generated trips is forecast to be the same or less. Therefore, the proposed 2021 Amendment is forecast to result in no new significant traffic impacts or mitigation measures relating to roadway operations compared to the 2016 Amendment.

Since the proposed Project is forecast to result in the same or fewer daily trips with no change in trip lengths, the proposed project would reduce VMT compared to the originally certified EIR and its subsequent addendums.

We appreciate the opportunity to assist you on this project. Should you have any questions or if we can be of further assistance, please do not hesitate to call at (714) 795-3100.

Sincerely,
GANDDINI GROUP, INC.

Giancarlo Ganddini, PE, PTP
Principal

# *RANCHO VISTA*
# ***SPECIFIC PLAN***

2021 DRAFT AMENDMENT

PALMDALE

Prepared by:
Cotton/Beland/Associates, Inc.
Adopted January 9, 1986

RANCHO VISTA SPECIFIC PLAN
CITY OF PALMDALE

Adoption of the Rancho Vista Specific Plan:

Ordinance No. 582 by the Palmdale City Council – January 9, 1986

Amendments:

Ordinance No. 731 by the Palmdale City Council – April 14, 1988
Ordinance No. 786 by the Palmdale City Council – February 9, 1989
Ordinance No. 796 by the Palmdale City Council – April 13, 1989
Ordinance No. 1097 by the Palmdale City Council – September 9, 1996
Ordinance No. 1138 by the Palmdale City Council – February 24, 1999
Ordinance No. 1180 by the Palmdale City Council – June 13, 2001
Ordinance No. 1266 by the Palmdale City Council – October 24, 2005
Ordinance No. 1292 by the Palmdale City Council – October 18, 2006
Ordinance No. 1396 by the Palmdale City Council – April 7, 2010
Ordinance No. 1485 by the Palmdale City Council – July 7, 2016
Ordinance No. XXXX by the Palmdale City Council – _____, 2022

~~Applicant:~~

~~Rancho Vista Development Co.~~
~~40701 Rancho Vista Boulevard, Suite 360~~
~~Palmdale, California 93551~~
~~Contact Person: R. Gregg Anderson; (805) 943-2533~~

Prepared for:

Palmdale Planning Department
City of Palmdale
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~~Prepared by:~~

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~~Pasadena, California 91104~~

~~Contact Person: R. Dale Beland, AIA, AICP; (818) 791-7682~~

CITY OF PALMDALE

CITY COUNCIL:

~~William J. "Pete" Knight~~Steven D. Hofbauer, Mayor
~~Thomas H. Smith~~ Richard J. Loa, Mayor Pro Tem
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CITY STAFF:

~~Robert W. Toone, Jr.,~~Ronda Perez, Interim City ~~Administrator~~Manager

~~Clyde Evans, Director of~~Megan Taggart, Planning Manager

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# EXECUTIVE SUMMARY

## INTRODUCTION

This revised Specific Plan for Rancho Vista (hereinafter "RVSP" or "Plan") will consolidate past and present land use policies and related public agency approvals for this planned development community in the City of Palmdale. As such, it will help implement the City of Palmdale General Plan for the subject area. It contains land use objectives and design guidelines for future development.

Once adopted by the City Council, ~~this Specific Plan~~the RVSP will be used to evaluate future development proposals for consistency with the Plan.

## CONTENT OF THE PLAN

As defined by California law (Government Code Sections 65450 et. seq.), specific plans may be prepared as appropriate to assure the "systematic implementation of each element of the general plan" including the following:

- Location and regulation of buildings and land uses;
- Location and standards for transportation facilities;
- Density, water supply, and waste disposal;
- Conservation and development of natural resources;
- Open space; and,
- Other measures.

In effect, the Specific Plan serves as a more detailed statement of land use policy and means of implementation for the General Plan.

The Rancho Vista Specific Plan describes a planned community consisting 1,379 acres of residential, commercial, and recreational uses within the northwestern portion of Palmdale.

CHANGES TO THE SPECIFIC PLAN

The original plan, amended in April of 1988, and subsequently amended multiple additional times, is being amended herewith to:

~~1) Clarify details about the Golf Course Community, such as required building setbacks and dwelling unit density range; and~~

~~3) Revise Avenue N-8; and,~~

~~5) Eliminate typographical errors.~~

~~CHANGES TO THE SPECIFIC PLAN (Cont.):~~

~~9)~~ Modify the ~~plan boundaries to include an additional 64.77~~ Land Use of approximately 11 acres ~~of property~~located at the ~~south boundary~~southwest corner of ~~the Specific Plan area. The property to be added to the Specific Plan area will then include Tentative Tract Maps 53342 and 60500.~~

~~TTM 53342: 34.07 Acres, 96 Residential lots, 4 basin lots and 1 open space lot. APN 3001-003-009 and 015~~

~~TTM 60500: 30.7 Acres, 65 Residential lots, 1 basin lot. APN 3001-003-016 and 160~~

~~15) Amend the language for Commercial land uses within the Specific Plan as follows:~~

~~"COMMERCIAL" Uses are:~~

~~•~~1) ~~Commercial uses in~~ Rancho Vista ~~will be consistent with uses permitted and standards required by the City of Palmdale as defined by Article 53 of the Palmdale Zoning Code (~~Boulevard and Avenida Vista

Verde, designated as “i*” as shown on Exhibit 5, Land Use Plan, from Commercial to Urban Village Residential;~~Ordinance No. U-1060) and subsequent amendments.~~

2) Modify the Land Use of approximately 34 acres located westerly of Rancho Vista Boulevard and Tilbury Drive, and designated as “ii*” as shown on Exhibit 5, Land Use Plan, from Urban Residential to Urban Village Residential;

3) Modify the Land Uses on approximately 10 acres located at the northeast corner of the intersection of Rancho Vista Boulevard and Town Center Drive, and designated as “iii*” as shown on Exhibit 5, Land Use Plan, by establishing a High Residential Overlay Land Use designation on this area;

~~Eliminate In addition to the conditionally permitted uses specified within Article 53 of the Palmdale Zoning Code (Ordinance No. U-1060), the following conditionally permitted use is allowed:~~

- ~~Large Residential Care Facilities (Assisted Living Facilities), pursuant to Section 91.11 of the Zoning Ordinance.~~

4) Eliminate the Urban High Residential designation;

5) Modify the Permitted Uses within the Urban Village Residential designation;

6) Clarify the Lot Standards of the Urban Residential, Urban Village Residential, High Residential Overlay and Golf Course Community designations; and,

7) Clarify the relevant Palmdale Municipal Code references governing development.

# 1.0 INTRODUCTION AND BACKGROUND

## 1.1 PURPOSE OF THE SPECIFIC PLAN

The purpose of the Rancho Vista Specific Plan is to assure efficient, orderly, and attractive development in accord with the objectives, standards, and guidelines contained herein.

This Specific Plan is consistent with state requirements for such plans as defined in Government Code Section 65451. The law requires that a specific plan contain a detailed program, as appropriate, for the systematic and comprehensive implementation of the General Plan for the subject area.

The Specific Plan is organized in five basic sections as follows:

Section 1.0 – Introduction and Background which describes the project location within the City of Palmdale, and the relationship to the City's planning process;

Section 2.0 – Development Plan stating the goal, objectives, and policies; land uses and basic structure of the Specific Plan;

Section 3.0 – Development Standards and Criteria defining physical requirements for development within Rancho Vista, and stating proposed legal restrictions;

Section 4.0 – Specific Plan Administration which describes the regulatory procedures, development agreement, and means of implementing the Plan.

Use of this Specific Plan is expected to yield mutual benefits to the City of Palmdale and the developers/owners of the property. Such benefits include:

- Security that Rancho Vista will be developed according to quality design standards;
- Implementation of City objectives to encourage planned communities as a technique for diversification of the housing stock, enhancement of the natural environment, and improvement of "urban place" image; and
- Reduction of review/processing time for future development phases and decreased administration costs to the City.

## 1.2 PROJECT DESCRIPTION AND LOCATION

The project consists of amendments to a Specific Plan for the development of a planned residential community known as Rancho Vista. (The original Specific Plan was adopted on January 9, 1986 by City of Palmdale Ordinance No. 582.)

Consisting of 1,379 acres of land located in the northwestern portion of the City of Palmdale, the site is bounded on the southwest by Joshua Ranch adjacent to the California Aqueduct, by Avenue N-8 on the north, and by 30th Street West on the east as shown in Exhibit 2, "Site Locale". (Regional setting is illustrated in Exhibit 1.)

The land use plan will include ten neighborhoods of varying densities, a golf course community and commercial facilities. (See Exhibit 5 –Specific Plan of Land Use.)

Other development as previously approved and not a part of this Specific Plan includes Tracts 34296 and 43801 (149 single-family residential lots) and Conditional Use Permit No. 77-2 (358 mobile home lots).

Current zoning is “Rancho Vista Specific Plan”.

## 1.3 RELATIONSHIP TO OTHER PLANS

The Specific Plan is the culmination of a unique set of circumstances and opportunities. As one of the vary few large holdings of land suitable for planned residential use in the Palmdale area, the property was targeted for such “community” planning in 1970, and a consultant team was retained to define overall development objectives.

The transition of the property from almond orchards and dry-land farming to a developed, planned residential community was anticipated to require several years. Orderly, efficient development was intended in order to avoid the adverse results of fragmented, speculative piecemeal construction. The multi-million dollar investment necessary to extend utilities to the property required extensive review and approvals before the financial commitment could be made.

It is important to note that this commitment to long-range development objectives, in lieu of fragmentation of the property, has prevailed over the years since 1970. The Rancho Vista Specific Plan is consistent with existing and

proposed City of Palmdale land use policy. Rancho Vista remains a viable opportunity for planned community development – the first such project within the City of Palmdale.

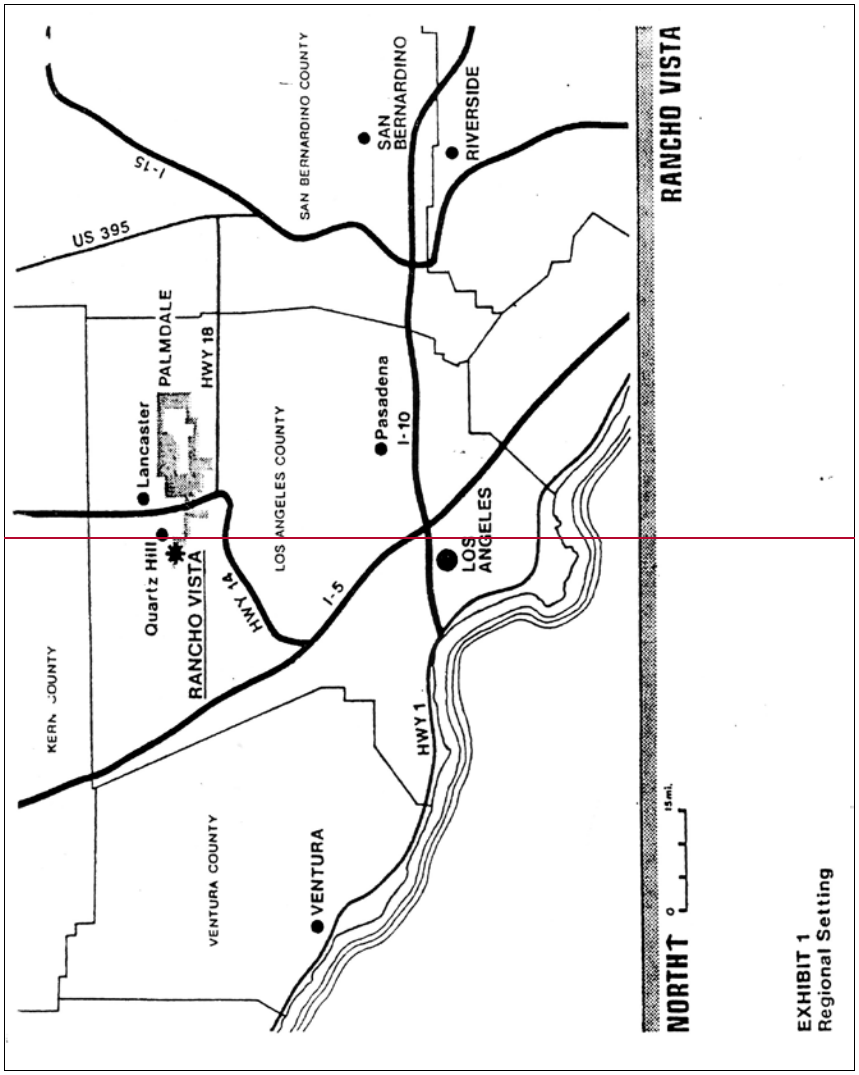
Since initial planning approvals for the Rancho Vista project by the Los Angeles County Regional Planning Commission in 1971, the project was approved by the City of Palmdale in January, 1974. The community plan and pre-zoning were approved unanimously by the City Council on January 11, 1974. Annexation proceedings and zoning were approved unanimously on May 17, 1974.

Further land use policy determination resulted from the North Los Angeles County General Plan Program, Volumes 1, 2, and 3 (as dated November 30, 1974).

On January 9, 1986, the original Specific Plan was approved by Ordinance No. 582.

~~It was amended on April 14, 1988, by6 Ordinance No. 731 to effect a reduction in density and to redistribute some land uses. The current (January 1989) amendments are non-substantive, and are intended to clarify certain land use issues; primarily, in the Golf Course Community.~~

EXHIBIT 1


KERN COUNTY
Quartz Hill
RANCHO VISTA
Lancaster
PALMDALE
HWY 18
US 395
I-15
VENTURA COUNTY
VENTURA
HWY 14
LOS ANGELES COUNTY
I-5
HWY 1
SAN BERNARDINO COUNTY
Pasadena
I-10
LOS ANGELES
SAN BERNARDINO
RIVERSIDE
NORTH
0
15mi.
RANCHO VISTA
EXHIBIT 1
Regional Setting

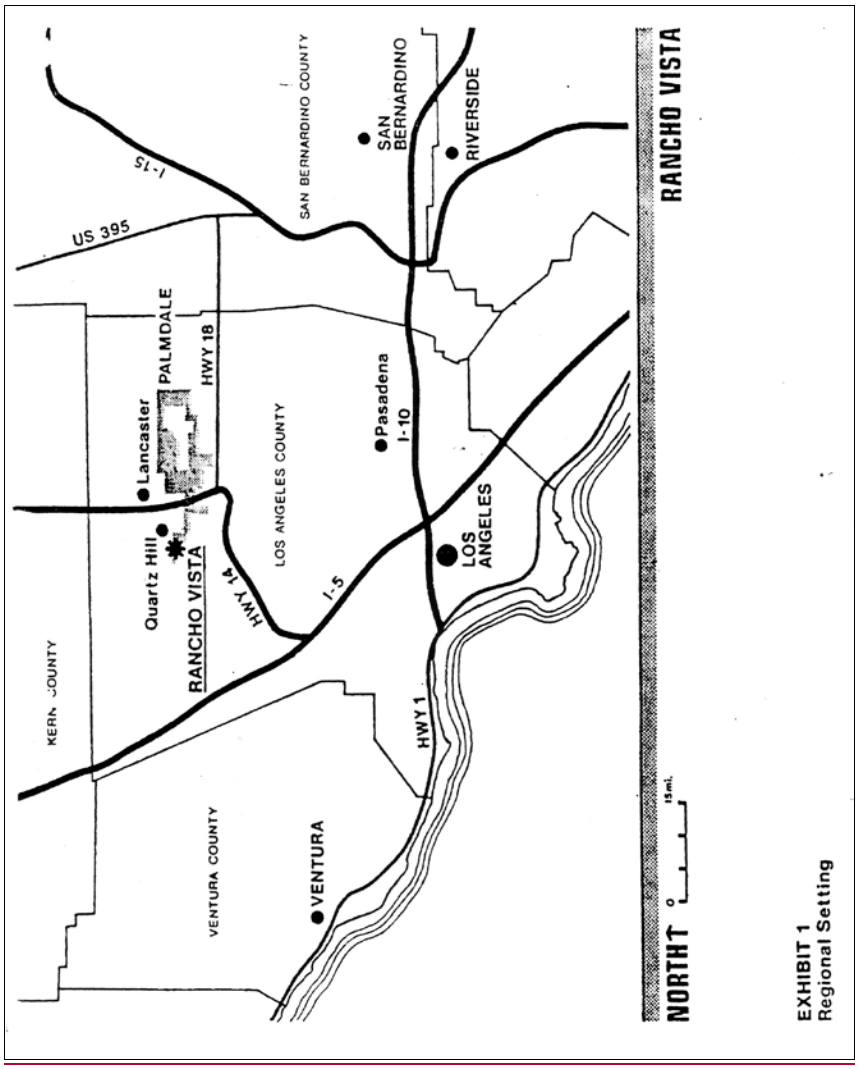
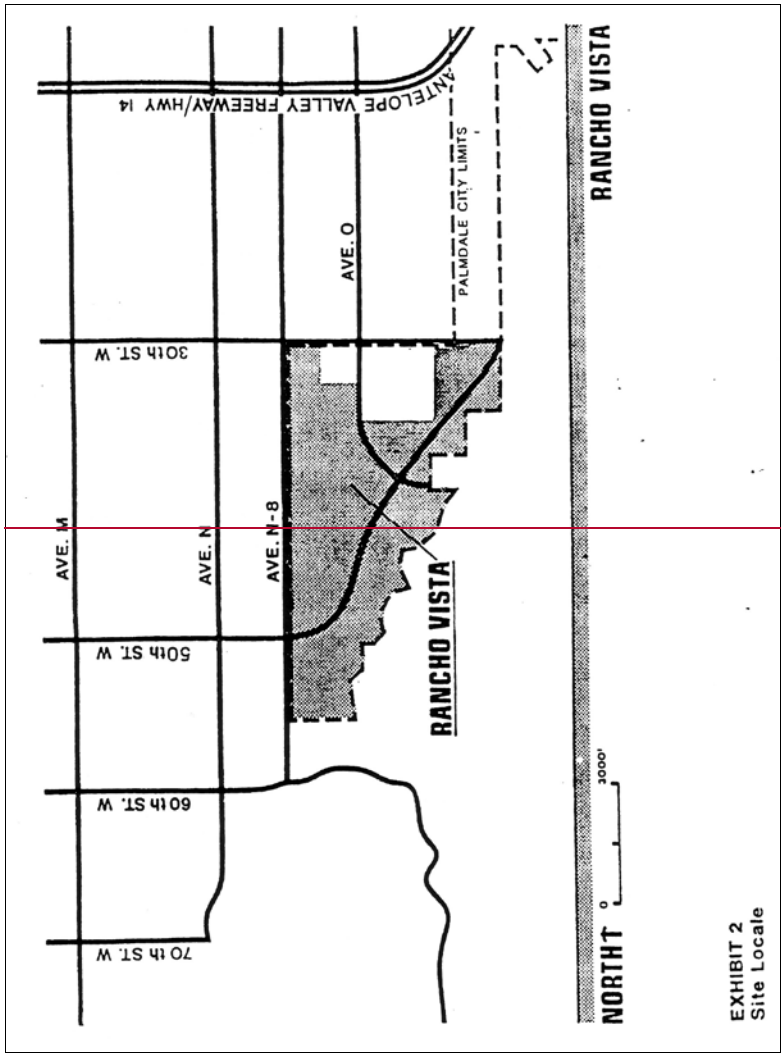



**EXHIBIT 1**
Regional Setting

EXHIBIT 2


AVE. M
AVE. N
AVE. N-8
AVE. O
70th ST. W
60th ST. W
50th ST. W
30th ST. W
ANTELOPE VALLEY FREEWAY/HWY 14
PALMDALE CITY LIMITS
RANCHO VISTA
RANCHO VISTA
NORTH
0
3000'
EXHIBIT 2
Site Locale

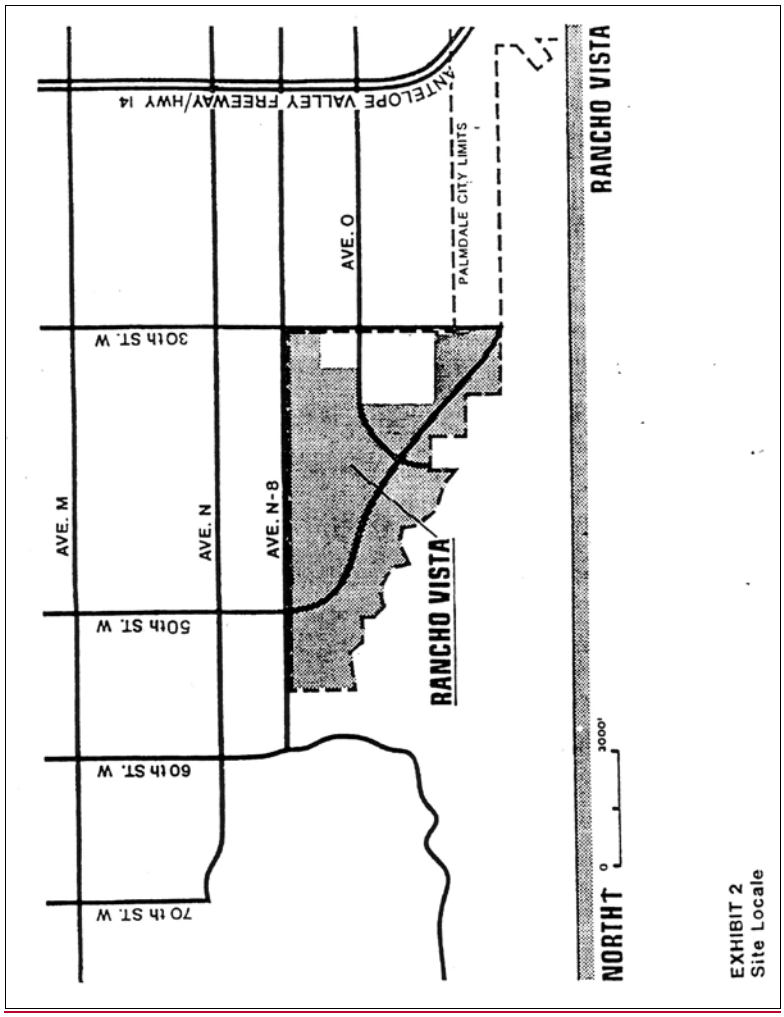



EXHIBIT 2
Site Locale

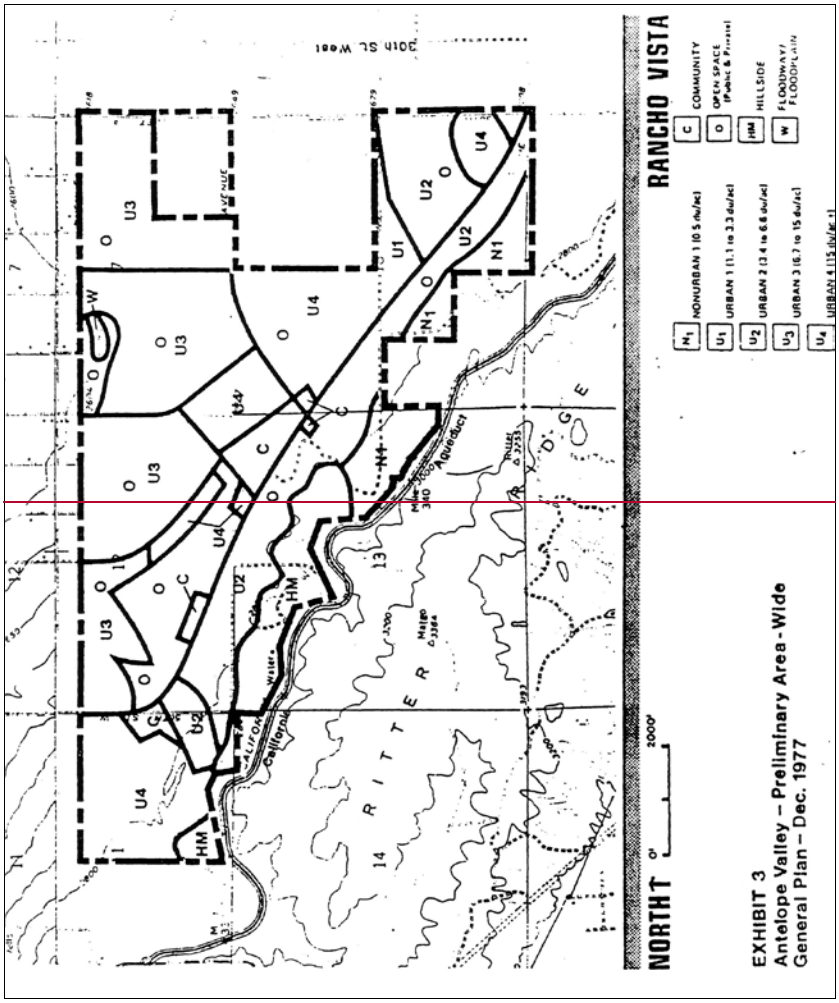
## 1.4 LEGISLATIVE CONTEXT

Adoption of a specific plan allows a City Council or Planning Commission to exercise broad regulatory powers in the public interest. As with general plans, the Planning Commission must hold a public hearing before they can recommend adoption of a specific plan. The City Council can then adopt the specific plan by ordinance.

When adopted, the specific plan serves to implement the local General Plan. The City Council is required (by the Subdivision Map Act) to deny approval of any tentative or final subdivision map which is inconsistent with the specific plan (Government Code Section 66474~~.5~~(b)).

Conversely, ~~adopted~~adoption of this plan ~~insures~~ensures that future development applications consistent with the plan will be approved.

EXHIBIT 3


RANCHO VISTA
NORTH
0'
2000'
N1 NONURBAN 1 (0.5 du/ac)
U1 URBAN 1 (1.1 to 3.3 du/ac)
U2 URBAN 2 (3.4 to 6.6 du/ac)
U3 URBAN 3 (6.7 to 15 du/ac)
U4 URBAN 4 (15 du/ac +)
C COMMUNITY
O OPEN SPACE (Public & Private)
HM HILLSIDE
W FLOODWAY/ FLOODPLAIN
EXHIBIT 3
Antelope Valley – Preliminary Area - Wide
General Plan – Dec. 1977

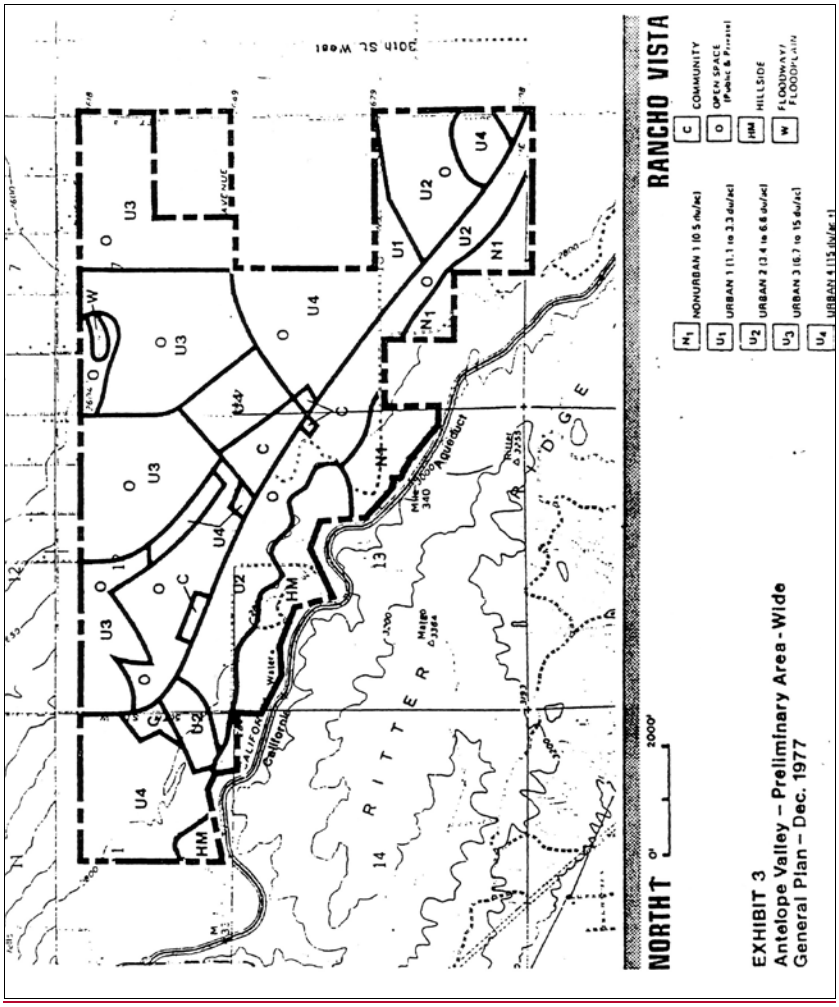
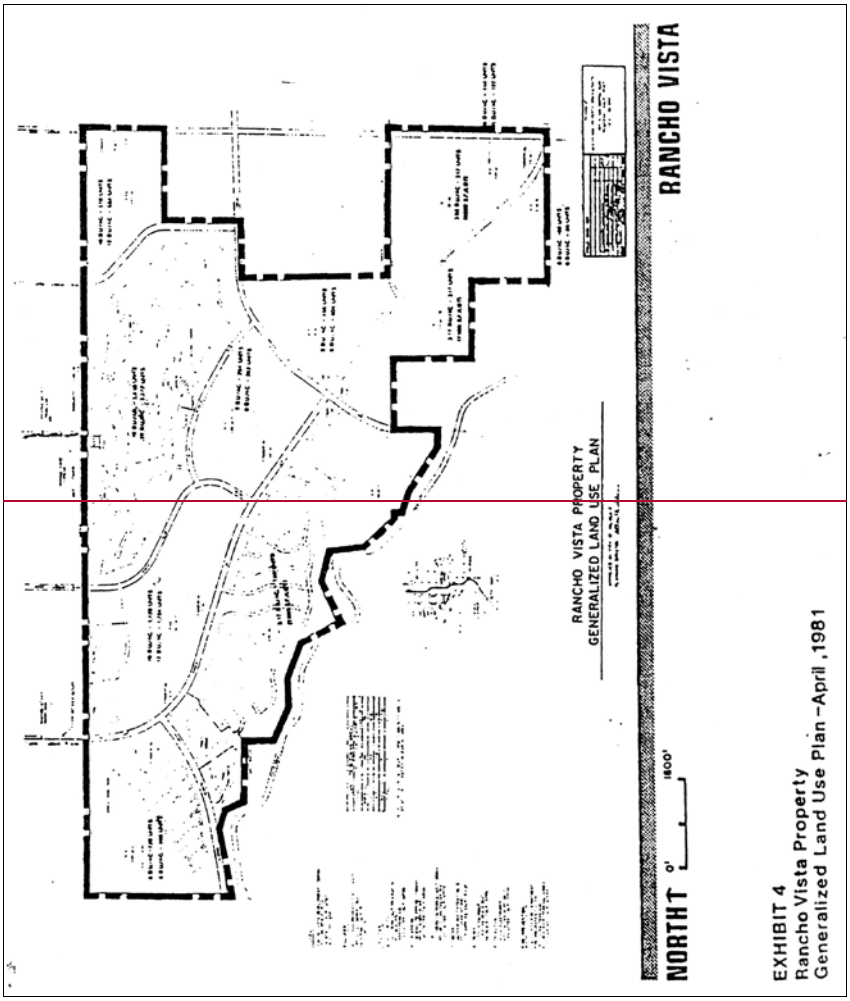

RANCHO VISTA
NORTH
0'
2000'
N1 NONURBAN 1 (0.5 du/ac)
U1 URBAN 1 (1.1 to 2.3 du/ac)
U2 URBAN 2 (3.4 to 6.6 du/ac)
U3 URBAN 3 (6.7 to 15 du/ac)
U4 URBAN 4 (15 du/ac +)
C COMMUNITY
O OPEN SPACE (Public & Private)
HM HILLSIDE
W FLOODWAY/ FLOODPLAIN
EXHIBIT 3
Antelope Valley – Preliminary Area-Wide
General Plan – Dec. 1977

EXHIBIT 4


RANCHO VISTA
RANCHO VISTA PROPERTY
GENERALIZED LAND USE PLAN
NORTH
0'
1800'
EXHIBIT 4
Rancho Vista Property
Generalized Land Use Plan –April ,1981

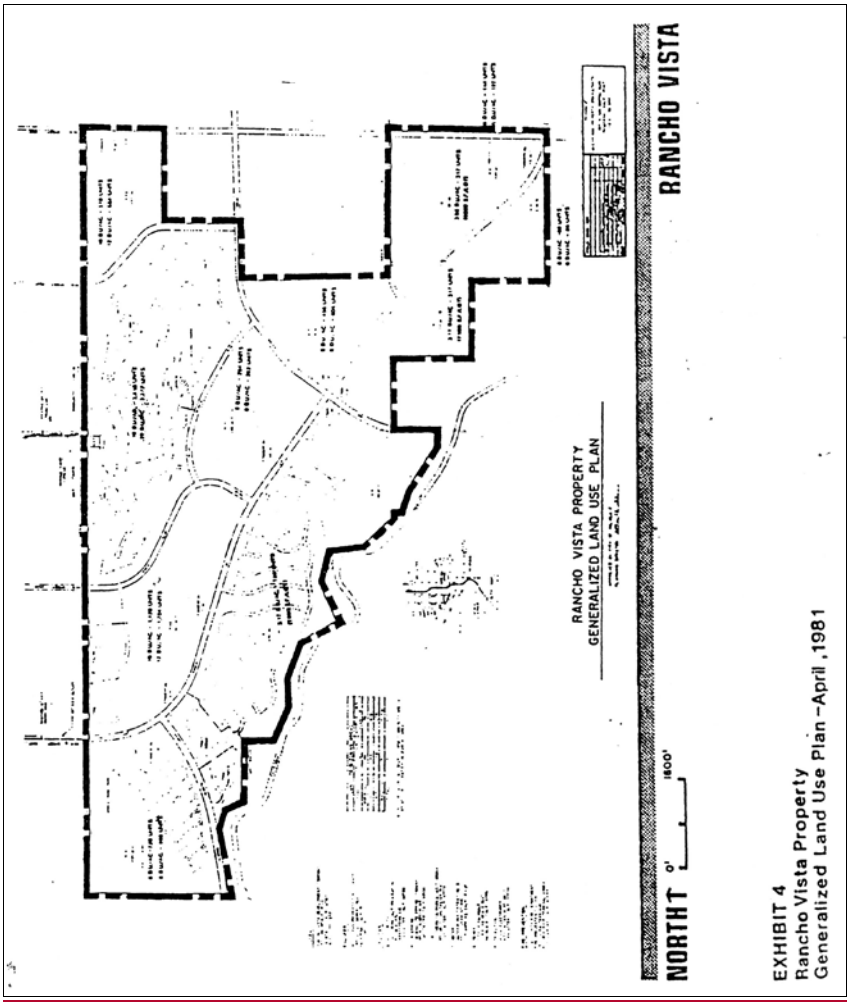



EXHIBIT 4
Rancho Vista Property
Generalized Land Use Plan –April ,1981

## 2.0 DEVELOPMENT PLAN

The Rancho Vista Specific Plan utilizes the same structure and content as a general plan, only in more "specific" detail. Accordingly, it is appropriate to state the following:

Goal: A comprehensive plan and policies to guide long-range development of Rancho Vista as a self-contained, quality planned residential community.

Objectives:

- Definition of community-wide land use policies to assure compatibility with adjacent properties;
- Phasing of development program to assure efficient and cost-effective improvements for circulation and utilities;
- Determination of appropriate development standards and criteria; and
- Comprehensive review and approval of the total community development program to avoid unnecessary delay and expense.

These goals and objectives reflect earlier statements in previous Rancho Vista planning documents as approved by Los Angeles County and the City of Palmdale.

The City has indicated a desire to broaden the variety and types of housing stock within the community. In addition, recognition of the benefits of definable elements within the urban fabric of Palmdale supports the basic concept of this project. Compared to development involving smaller parcels and property, Rancho Vista will fulfill the opportunities available to a long-term program including a relatively vast acreage.

This amended Specific Plan, initiated by Rancho Vista Development Co., will require a continued partnership between the City of Palmdale and the project, if the full benefits to future residents and other Palmdale citizens are to be realized.

It is important to note that this plan represents continuation of previous approvals for development of Rancho Vista, plus minor modifications consistent with the reduction of residential and development potential.

Rancho Vista remains a planned residential community with support commercial uses.

## 2.1 LAND USES

Rancho Vista will accommodate a variety of residential, recreational, and commercial uses within a planned environment.

Consistent with plan objectives, the arrangement of these uses and the man-made environmental features are intended to produce a residential community of high quality.

The Specific Plan of Land Use (Exhibit 6) describes this pattern of land uses. A tabulation of approximate development acreage is shown in Table 1.

Land use categories are generally described as follows:

Urban ~~residential~~Residential – Primarily single-family detached units with some attached units;

Urban ~~medium/high residential~~Medium/High Residential Overlay – Single-family and multi-family units, including apartments, attached units, and condominiums, plus accessory uses; and

Urban Village Residential – Attached and detached single-family residential units including condominiums and townhomes; and

Golf Course Community – An 18-hole course and club facility, surrounded by dwelling units of varying types and density.

Commercial – Commercial and retail uses consistent with specified uses within the C-3 zone of the Palmdale Municipal Code.

TABLE 1

LAND USE / DWELLING UNIT ~~POPULATION~~ TABULATION

| LAND USE | ~~GROSS ACRES~~ | ~~ESTIMATED~~MAXIMUM DWELLING UNITS | ~~ESTIMATED POPULATION~~ | |
|---|---|---|---|---|
| Urban Residential (3.1-6.1 du/ac) ~~at 3.2 du/ac~~ | ~~821~~ | 2,~~584~~488 | ~~6,200~~ | |
| Urban Medium Residential (6.2-10.0 du/ac) ~~at 5.56 du/ac~~ | ~~37~~ | 206 | ~~494~~ | |
| Urban Village Residential (~~10~~3.1-17.9 du/ac) ~~Est. at 13.6 du/ac~~ | | ~~33~~546 | ~~450~~ | ~~1,121~~ |
| High Residential Overlay (3.1-26 du/ac) (1) | | 176 | | |
| Urban High Residential (18-26 du/ac) at 22 du/ac | ~~8~~ | ~~176~~ | ~~458~~ | |
| Golf Course Community (3.1-26 du/ac) ~~at 5 du~~ | ~~269~~ | 1,345 | ~~3,228~~ | |
| School/Park | ~~41~~ | N/A | ~~N/A~~ | |
| Commercial (1) | ~~58~~ | N/A | ~~N/A~~ | |
| Detention Basin/Water Storage/Open Space | ~~21~~ | N/A | ~~N/A~~ | |
| SPECIFIC PLAN TOTAL: | ~~1,288~~ | 4,761 | ~~11,501~~ | |
| Tracts 34296/43801<br>CUP 77-2 | ~~36~~<br>~~55~~ | 149<br>358 | ~~358~~<br>~~788~~ | |
| DEVELOPMENT TOTAL: | ~~1,379~~ | 5,268 | ~~12,647~~ | |

(1) High Residential Overlay applies to a portion of the Commercial Property

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Deleted Cells

~~TABLE 2~~
~~DEVELOPMENT PHASING~~

| ~~PHASE:~~ | ~~RESIDENTIAL~~ | | | | ~~COMMERCIAL~~ | ~~OPEN SPACE/ OTHER~~ | ~~TOTAL~~ |
|---|---|---|---|---|---|---|---|
| | ~~URBAN~~ | ~~URBAN MEDIUM~~ | ~~URBAN HIGH~~ | ~~GOLF COURSE COMMUNITY~~ | | | |
| ~~Phase I: (1984-1988) (1)(2)~~ | ~~84 ac.~~ | ~~37 ac.~~ | ~~--~~ | ~~--~~ | ~~--~~ | ~~17 ac.~~ | ~~138 ac.~~ |
| ~~Phase II: (1988-1990)~~ | ~~182 ac.~~ | ~~--~~ | ~~--~~ | ~~--~~ | ~~12 ac.~~ | ~~42 ac.~~ | ~~236 ac.~~ |
| ~~Phase III: (1990-1999)~~ | ~~245 ac.~~ | ~~--~~ | ~~--~~ | ~~--~~ | ~~--~~ | ~~--~~ | ~~245 ac.~~ |
| ~~Phase IV: (1999 )~~ | ~~310 ac.~~ | ~~–~~ | ~~19 ac/~~ | ~~269 ac.~~ | ~~46 ac.~~ | ~~24 ac.~~ | ~~669 ac.~~ |
| ~~TOTALS~~ | ~~821 ac.~~ | ~~37 ac.~~ | ~~19 ac.~~ | ~~269 ac.~~ | ~~58 ac.~~ | ~~83 ac.~~ | ~~1,288 ac. (1)~~ |

~~Does not include Tract Maps 34296 and 43801 which include 91 acres.~~

~~(1)~~

~~(2) All time periods are estimates which assume no critical change in overall economic demand situation.~~

~~Source: Rancho Vista Development Co.~~

The proposed density ranges within each land use classification will vary as follows:

Urban Residential – The bulk of this development will consist of single-family detached units on 7,000 sq. ft. lots with a resultant density at the lower end of the 3.1 to 6.0 density range. (See Section 3.2 for Lot Standards.)

Urban Medium Residential – Development plans call for dwelling units with a 6.1 to 10.0 density range.

Urban Village Residential – Development plans call for dwelling units within a ~~10~~3.1 to 17.9 du/acre density range.

~~Urban~~ High Residential Overlay – This classification accommodates single family to apartment development up to a maximum of 26 units per acre adjacent to the Town Center commercial core.

Golf Course Community – This area of 269 acres will accommodate 1,345 dwelling units with a range of housing types and densities averaging 5 units per acre.

The large size and complexity of Rancho Vista will require an incremental growth strategy. Sectors will be initiated and developed over time in response to infrastructure availability and market demand.

~~demand. These factors have been utilized to define a proposed phasing schedule which is illustrated in Table 2, Development Phasing.~~

The total buildout capacity for Rancho Vista has been limited to the maximum shown in Table 1. ~~This total is substantially less than that possible under the upper limits of the various density ranges.~~

~~As indicated, the current estimate for total development of Rancho Vista calls for a time frame through the end of the century, with phase IV to be undertaken by 1992. (It should be recognized that such long-range projections and phasing indications are subject to revision based upon circumstances beyond the reasonable control of Rancho Vista.~~

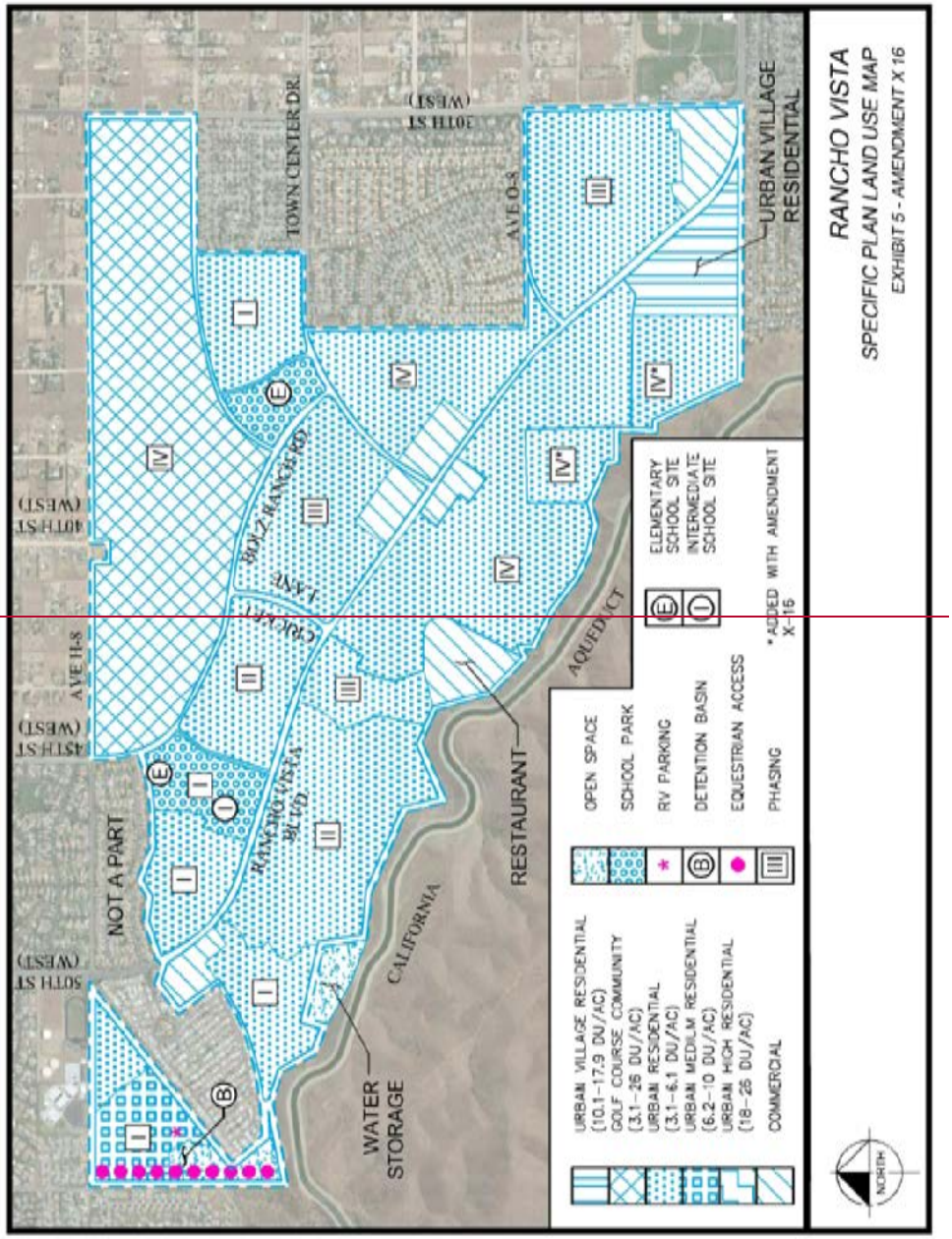
~~The major principle behind the phasing program is maintenance of efficient, self-supporting development in an incremental manner. Fragmented and inefficient growth is to be avoided as counter-productive to the best interests of Rancho Vista and the City of Palmdale.~~

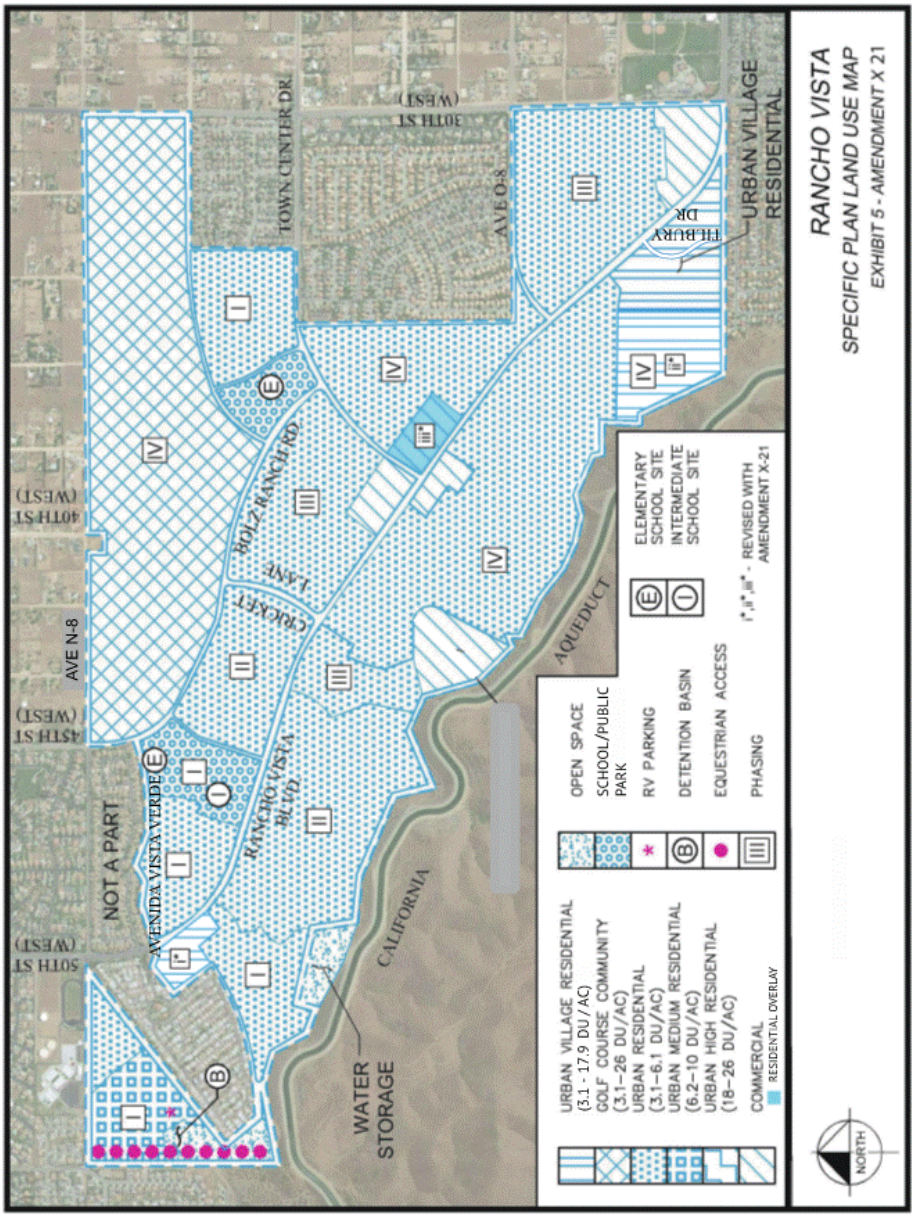
## 2.2 COMMUNITY FACILITIES

Rancho Vista, as a planned residential community, will include all necessary community facilities for the needs of its residents. These will include parks and schools in a joint-use combination so that such facilities can be most effectively used.

Four school/park sites totaling 62 acres are included in this plan.

The Developer will comply with current City requirements for park fees per existing ordinance.


RANCHO VISTA
SPECIFIC PLAN LAND USE MAP
EXHIBIT 5 - AMENDMENT X 16
NORTH
URBAN VILLAGE RESIDENTIAL (10.1-17.9 DU/AC)
GOLF COURSE COMMUNITY (3.1-26 DU/AC)
URBAN RESIDENTIAL (3.1-6.1 DU/AC)
URBAN MEDIUM RESIDENTIAL (6.2-10 DU/AC)
URBAN HIGH RESIDENTIAL (18-26 DU/AC)
COMMERCIAL
OPEN SPACE
SCHOOL PARK
RV PARKING
DETENTION BASIN
EQUESTRIAN ACCESS
PHASING
ELEMENTARY SCHOOL SITE
INTERMEDIATE SCHOOL SITE
*ADDED WITH AMENDMENT X-16
URBAN VILLAGE RESIDENTIAL
TOWN CENTER DR.
30TH ST (WEST)
AVE O-8
RANCHO VISTA BLVD
CAMINO RANCHERO
AQUEDUCT
RESTAURANT
CALIFORNIA
WATER STORAGE
NOT A PART
50TH ST (WEST)
45TH ST (WEST)
40TH ST (WEST)
AVE H-8


RANCHO VISTA
SPECIFIC PLAN LAND USE MAP
EXHIBIT 5 - AMENDMENT X 21
NORTH
URBAN VILLAGE RESIDENTIAL (3.1 - 17.9 DU/AC)
GOLF COURSE COMMUNITY (3.1–26 DU/AC)
URBAN RESIDENTIAL (3.1–6.1 DU/AC)
URBAN MEDIUM RESIDENTIAL (6.2–10 DU/AC)
URBAN HIGH RESIDENTIAL (18–26 DU/AC)
COMMERCIAL
RESIDENTIAL OVERLAY
OPEN SPACE
SCHOOL/PUBLIC PARK
RV PARKING
DETENTION BASIN
EQUESTRIAN ACCESS
PHASING
ELEMENTARY SCHOOL SITE
INTERMEDIATE SCHOOL SITE
I*, II*, III* - REVISED WITH AMENDMENT X-21
URBAN VILLAGE RESIDENTIAL
TH BURY DR
AVE O-8
30TH ST (WEST)
TOWN CENTER DR
HOLZ RANCH RD
LANE
CRICKET
RANCHO VISTA BLVD
AVENIDA VISTA VERDE
NOT A PART
40TH ST (WEST)
AVE N-8
45TH ST (WEST)
50TH ST (WEST)
AQUEDUCT
CALIFORNIA
WATER STORAGE

## 2.3 CIRCULATION

The Rancho Vista project has access to the regional circulation system via several major arterial highways. The project arterial system is consistent with relevant master plans.

The major east-west access will be from Avenue N and ~~Avenue P.~~Rancho Vista Boulevard. Major north-south access will be from 30th Street West, 10th Street West of Highway 14. (See Exhibit 6, "Circulation/Phasing Plan").

Street sections are illustrated in Exhibit 7.

As the project develops, an internal roadway system will be constructed to serve the transportation needs of the development. Planned street improvements include the following:

Rancho Vista Boulevard is planned to be a major highway between Avenue N-8 and 30th Street West. The roadway section requires a right-of-way (ROW) of 100 feet and would provide a street 84 feet wide plus curbside parking or three through lanes in each direction. The median would be used to provide left-turn lanes in either case.

Assessment District 87-1 has been fully established, bonds have been sold and plans are out of bid to implement grading, four lanes of paving and related construction.
Town Center Drive will be a major highway between 30th Street West and Rancho Vista Boulevard. (ROW = 100 feet.)

Bolz Ranch Road (Tennis Club Drive~~,~~), Cricket Lane (Olive Heights ~~Drive,~~Boulevard), Avenue O-8 are planned to be secondary highways. (ROW of 80 feet with 64-foot street.)

A 64-foot-wide collector street is required to connect 30th Street West at Avenue N-8 to Bolz Ranch Road (Tennis Club Drive), as an

east-west circulation element for the Golf Course Community. The collector shall connect to Bolz Ranch Road (Tennis Club Drive) at a point west of Cricket Lane (Olive Heights Boulevard~~.~~).

Between 45th Street West and 55th Street West, Avenue N-8 is planned to be a limited secondary highway with a ROW of 64 feet.

Other ~~internal~~collector streets~~ will be designated as collectors which~~ will be 40 feet wide within 64 feet of ROW. This will provide one lane in each direction plus curbside parking or two lanes in each direction.

Local streets in residential tracts will have a minimum width of 36 feet with a minimum 5-foot wide sidewalk required on both sides, unless otherwise approved by the City Engineer. Cul-de-sac streets will have a minimum pavement width of 34 feet wide.

Private streets in residential tracts will have a minimum width of 34 feet unless otherwise approved by the City Engineer.

Roadway Construction

Construction of the internal and connecting roadway system has been planned according to the following phases as shown in Exhibit 6:

Phase I (as completed):

- 50th Street West between Avenue N and Avenue N-8 (26 feet of paving)
- Rancho Vista Boulevard between Avenue N-8 and south of development
- 45th Street West between Avenue N and Avenue N-8

Phase II:

- Rancho Vista Boulevard to limit of Phase II driveways

- Bolz Ranch Road (Tennis Club Drive) between Avenue N-8 and limit of Phase II driveways

Phase III:

- Rancho Vista Boulevard between Phase II and 30th Street West
- Bolz Ranch Road (Tennis Club Drive) between Phase II and Town Center Drive
- Avenue O-8 between Rancho Vista Boulevard and 30th Street West

Phase IV:

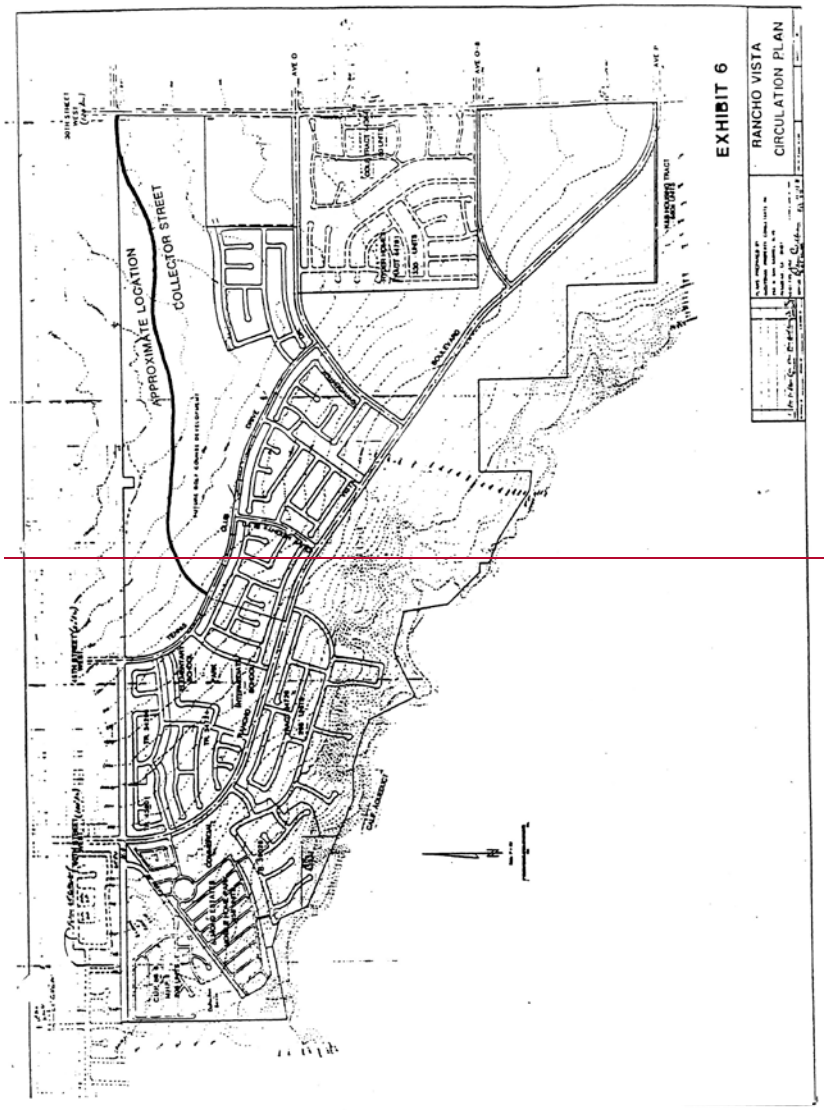
- Cricket Lane (Olive Heights ~~Drive~~Boulevard) between Bolz Rancho Road (Tennis Club Drive) and Rancho Vista Boulevard
- Town Center Drive between Rancho Vista Boulevard and 30th Street West

Equestrian Easement

Rancho Vista recognizes the potential for appropriate equestrian access through a portion of Rancho Vista to the Ritter Ridge/Aqueduct area. Accordingly, a limited easement has been provided through the extreme west portion of Rancho Vista as previously required by the City of Palmdale. No improvement or maintenance by Rancho Vista or the City is included in this Plan.

~~The rural/suburban nature of Rancho Vista is not conducive to bicycle or other pedestrian trails.~~

EXHIBIT 6


APPROXIMATE LOCATION
COLLECTOR STREET
EXHIBIT 6
RANCHO VISTA
CIRCULATION PLAN

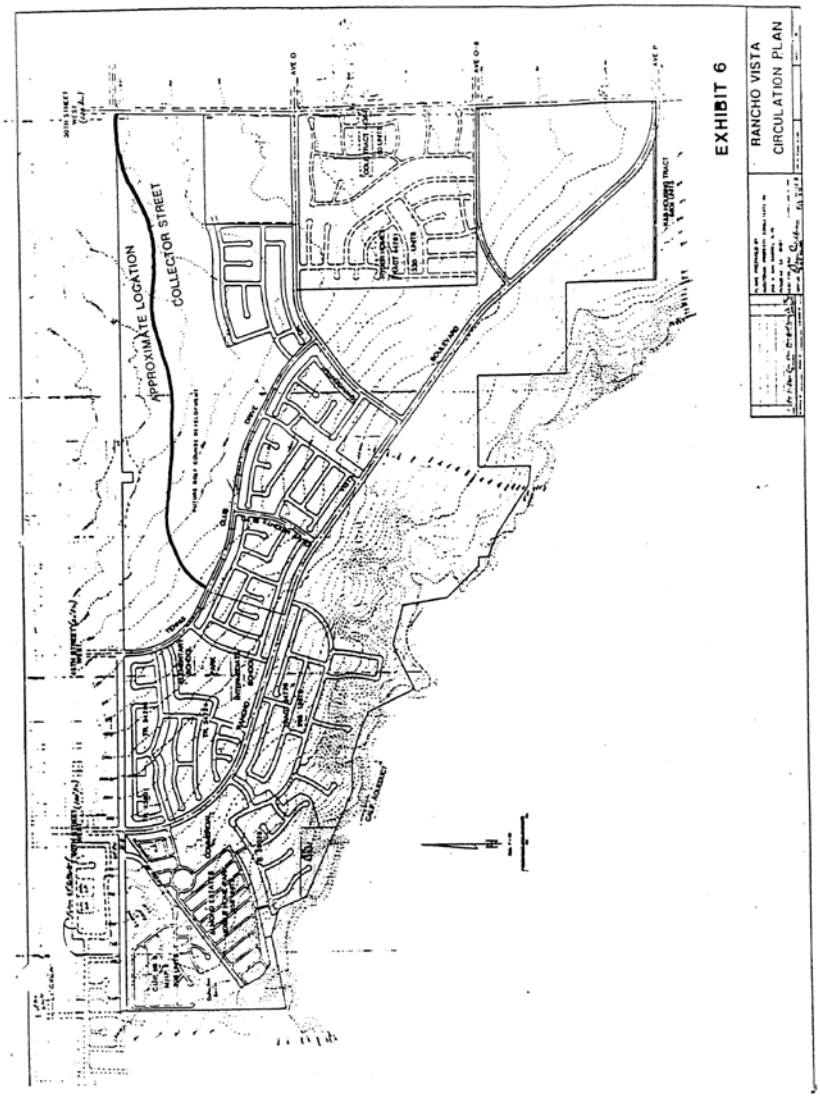
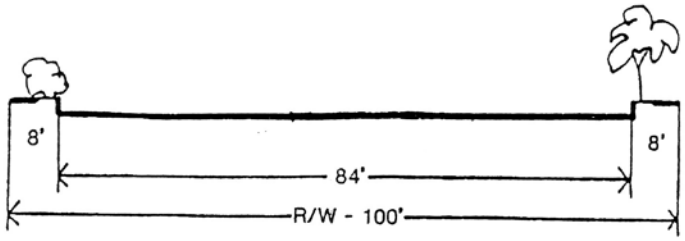
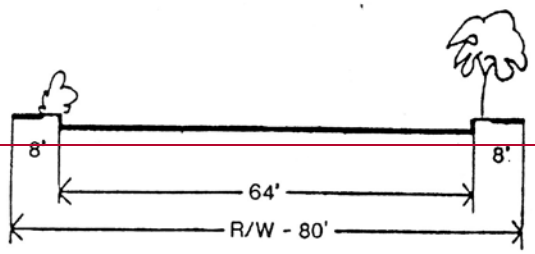

APPROXIMATE LOCATION
COLLECTOR STREET
EXHIBIT 6
RANCHO VISTA
CIRCULATION PLAN

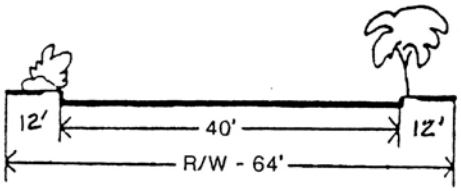
EXHIBIT 7



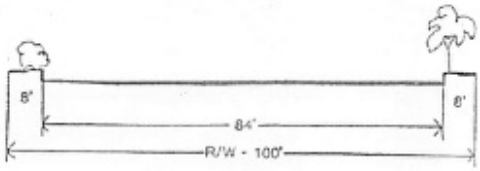

Major Arterial Highway



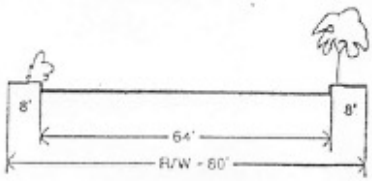

Secondary Highway



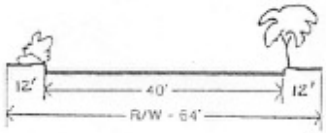

Collector Streets



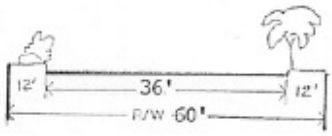

Major Arterial Highway




Secondary Highway




Collector Streets




Public Residential Streets

**Commented [GQ1]:** Engineering requests to put in a standard local street section. Our understanding is that if not addressed in the Specific Plan that issue/standard would be referred back to the City standards, which in this case is acceptable.

## 2.4 GRADING CONCEPT

This section describes the overall grading concept that shall be used during the development of Rancho Vista:

### GRADING DESIGN APPROACH

Reshaping of the natural terrain to permit access and construction shall be kept to a minimum. Most of the natural terrain will be modified.

The toe and crest of all cut and fill slopes in excess of (5) feet vertical height but not greater than ten (10) feet vertical height, shall be rounded with vertical curves.

The toe and crest of any slope in excess of ten (10) feet vertical height, excepting the toe of any slope within twenty-five (25) feet of a dwelling, shall be rounded with vertical curves of radii no less than five (5) feet and designed in proportion to the total height of the slope.

Where cut or fill slopes exceed 100 feet in horizontal length, the horizontal contours of the slope shall be curved in a continuous, undulating fashion with varying radii to reflect the natural terrain except along Rancho Vista Boulevard.

The applicant and/or developer shall be responsible for the maintenance and upkeep of all slope planting and irrigation systems until such time as these operations are the responsibility of other parties.

Cross-lot drainage shall be kept to a minimum and shall occur only when approved by the Planning ~~Director~~Manager and City Engineer.

### CUT/FILL ESTIMATE

The project engineer estimates total net cut volume at 2,774,600 cubic yards. This volume results from compaction and shrinkage affecting the “raw cut” volume estimated at 3,260,000 cubic yards. All grading shall be balanced on site; therefore, fill will also approximate 2,774,600 cubic yards.

## 2.5 LANDSCAPE CONCEPT

Rancho Vista will incorporate three major landscaping treatments in its development program.

Each of the main entry points will emphasize "gateway" landscaping to include areas of accent planting. These entries are 50th Street West and 45th Street West at Avenue N-8 plus Rancho Vista Boulevard ~~at Avenue P~~.

Such accent planting will consist of tall, vertical trees plus native flowers, such as the California poppy.

A second major landscape treatment will define the perimeter of Rancho Vista. Screen planting, in combination with the perimeter wall, will define the boundaries of the community. Interior streetscapes will consist of street trees per City approved list.

The third major treatment will be the golf-course. As a significant portion of the community, it will provide substantial visual open space and landscape amenity.

Landscaping concept designs shall be consistent with current tract development in Rancho Vista.

## 2.6 UTILITIES

Provisions for adequate utility service and capacity have been assured under prior commitment of necessary infrastructure.

During the past several years, extensive analysis of the required utilities "backbone" system was conducted. Agreements with the various utility purveyors were concluded. Major sections of these various systems were installed as all significant offsite utility services have been brought to the Rancho Vista boundary as required to support project development.

The remainder of this section is a discussion of each major utility.

WATER

The principle water purveyor in this portion of the Antelope Valley is Waterworks District No. 4. (550 South Vermont Avenue, Los Angeles, CA 90020.) Water is available to the site through Waterworks District No. 4 through source make available by Antelope Valley East Kern County Water District and water wells owned by the County of Los Angeles Waterworks District.

Per the Los Angeles County Waterworks District No. 4, a Master Water System was developed to serve not only the Rancho Vista Project but surrounding areas which also needed water. Over the past several months, a 1913-1915 Assessment District Bond Program and corresponding Master Water System have been fully developed, approved by the County Waterworks District, Assessment District Proceedings approved by the City of Palmdale and bonds sold to finance all master facilities to serve the area. (Reference is made to Assessment District No. 87-1 which defines the details of the system). The ingredients of the Master Water System include the following: (See Exhibit 8)

1. New pump station at 60th Street West ~~at~~and Avenue M-11.

2. A new 16" trunk line from this pump station to the Rancho Vista Site via 60th Street West, Avenue N and 50th Street West.

3. A 16" line extended through Rancho Vista to a 20" line which will be extended from Rancho Vista Boulevard to the domestic water tank site.

4. Two water tanks, each approximately 3.7 million gallons with all appurtenances.

5. Extension of a 20" main from the tank location along Rancho Vista Boulevard to the intersection of ~~Avenue P~~Rancho Vista Boulevard and 30th Street West.

6. Upgrading of an existing pump station at 60th Street West at Avenue L-12.

7. A supplemental 12" main from the pump station at 60th Street West and Avenue M-11 to the intersection of 60th Street West and Avenue N, thence approximately 1,000 easterly feet along Avenue N.

8. A new 12" main in 60th Street West from Avenue N and 60th Street West to the AVEK pump station at 60th Street West and approximately Avenue N-7. (Includes pressure-reducing station and meter.)

Water will be pumped from the pump station at Avenue M-11 and 60th Street West to the reservoirs which will then be disbursed throughout the entire Rancho Vista Project. The site for the tanks is fully approved for geological purposes and is now under construction. In addition to this work, a 16" main has been constructed from Avenue M-11 and 60th Street West to the southwest corner of recorded Tract 34724. The following is a summary of the projects approved and being developed at Rancho Vista:

1. Tract 34296 – 96 lots – Fully constructed and occupied.

2. Tract 43801 – 43 lots – Fully constructed and occupied.

3. Mobile Home Park I – 358 mobile home units plus a recreation clubhouse – Fully constructed and occupied.

4. Tract 34724 – 153 homes – Under construction. (Also 1 elementary temporary school site under construction)

5. Mobile Home Park II – 208 mobile home units plus recreation complex and recreation vehicle park fully graded and utilities under construction. Tract 39028 – 96 homes – Under construction.

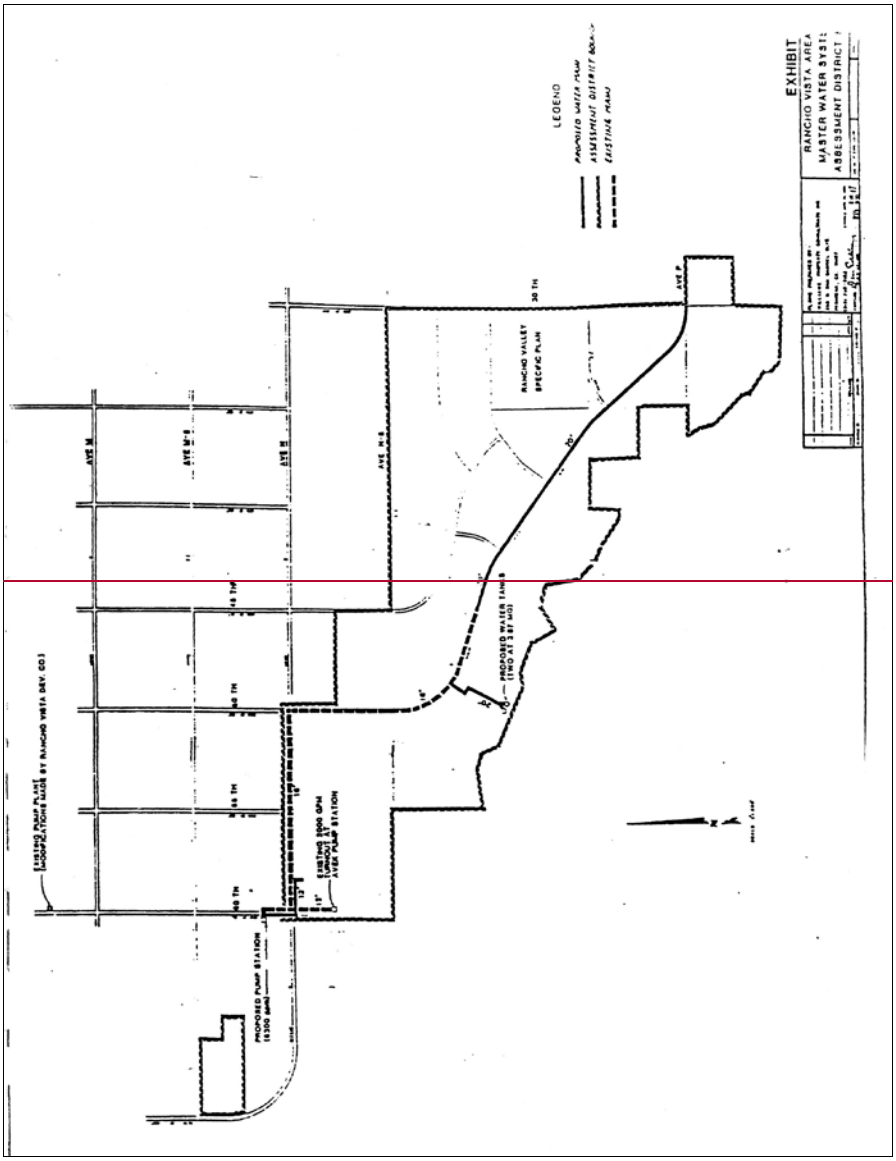
6. Tract 39028 – 96 homes – Under construction.

7. Tract 34726 – 269 units – Construction plans – Construction plans underway.

8. Tentative Tract 44754 – 384 residential units – Tentative Map Submitted.

The master water facilities have all been designed and approved and are out to bid for construction. In the meantime, water is being served to the project through a temporary connection approved by Los Angeles County Waterworks District No. 4.

EXHIBIT 8


LEGEND
PROPOSED WATER MAIN
ASSESSMENT DISTRICT BOUNDARY
EXISTING MAIN
EXHIBIT
RANCHO VISTA AREA
MASTER WATER SYSTEM
ASSESSMENT DISTRICT
RANCHO VALLEY
SPECIFIC PLAN
AVE M
AVE M-8
AVE N
AVE N-8
AVE P
30 TH
40 TH
46 TH
48 TH
PROPOSED PUMP STATION
(5300 gpm)
EXISTING 5500 GPM
AVER PUMP STATION
PROPOSED WATER TANK
(TOTAL 2.5 MG)
EXISTING PUMP PLANT
(COMPLETION DATE BY RANCHO VISTA DEV. CO.)
NORTH

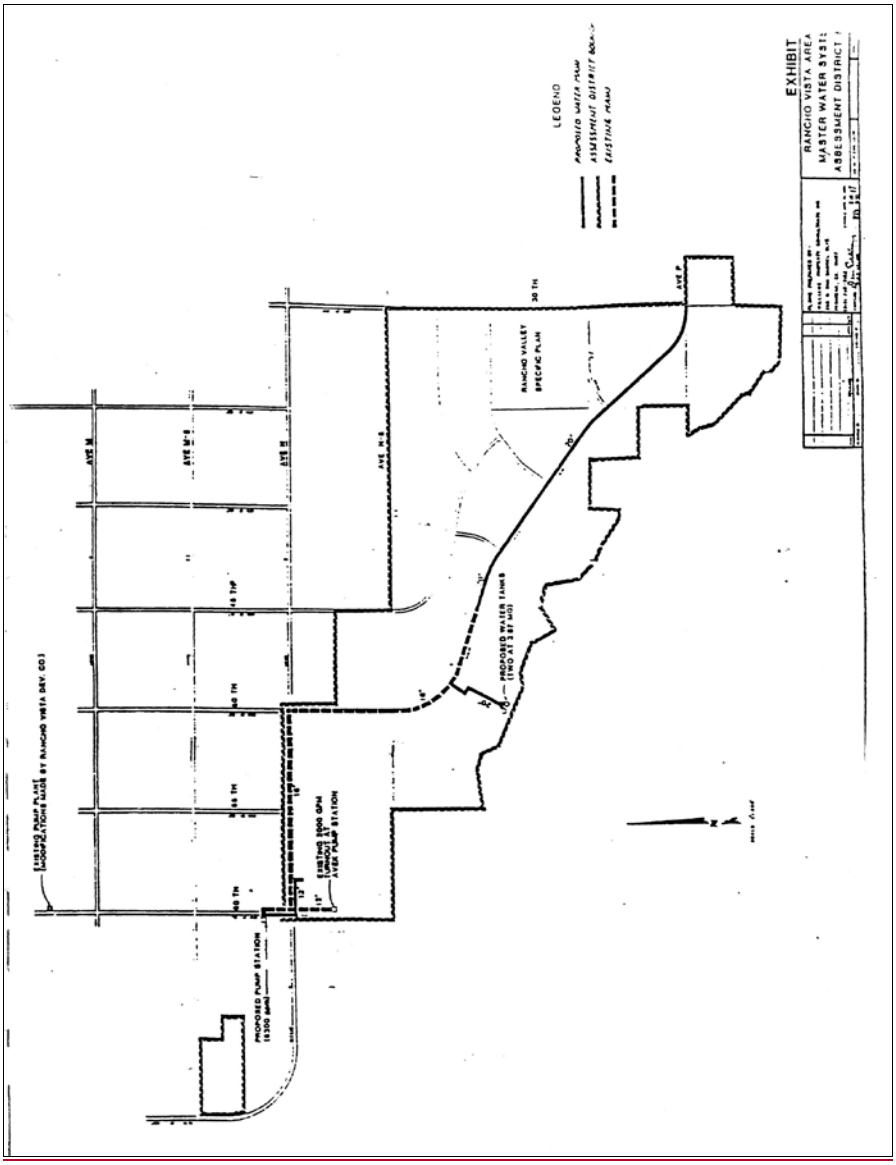
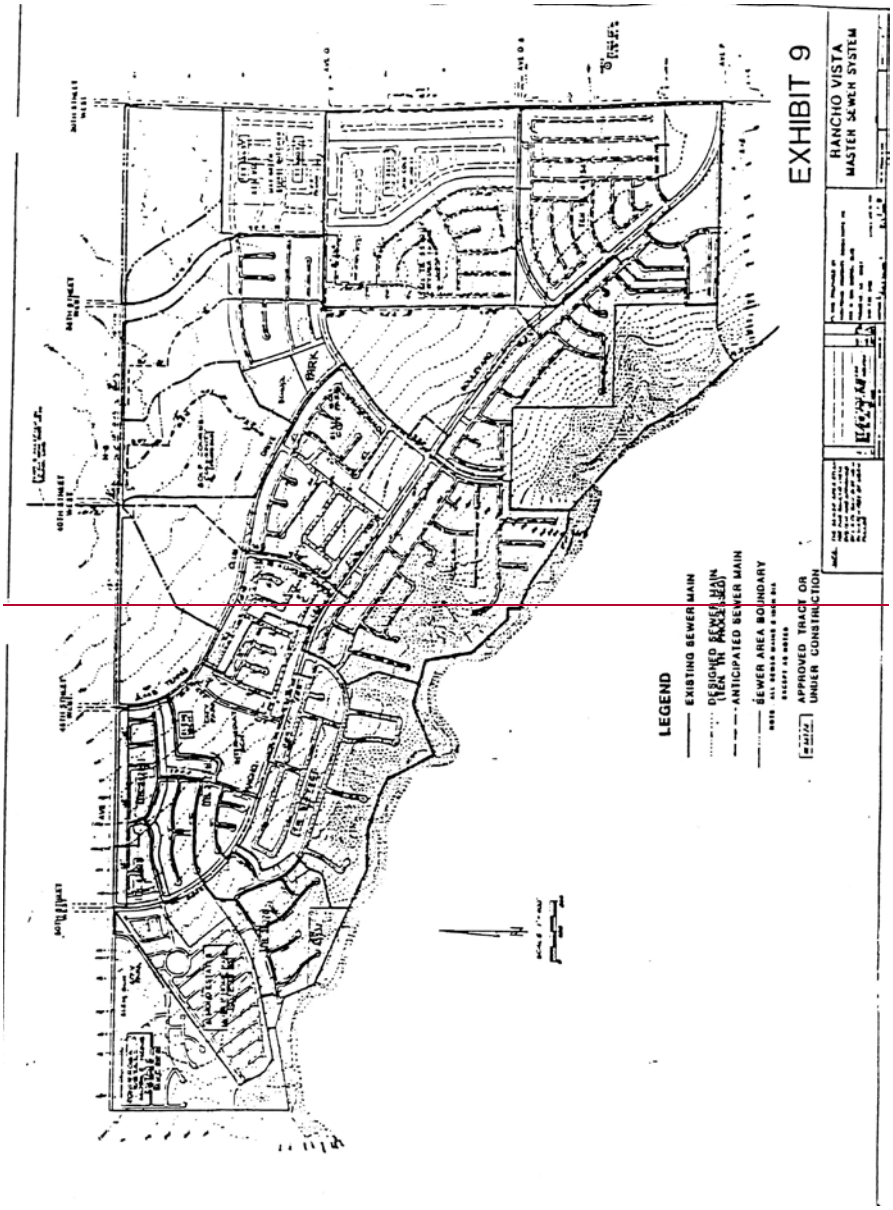


EXHIBIT
RANCHO VISTA AREA
MASTER WATER SYSTEM
ASSESSMENT DISTRICT
LEGEND
PROPOSED WATER MAIN
ASSESSMENT DISTRICT BOUNDARY
EXISTING MAIN
RANCHO VALLEY
SPECIFIC PLAN
PROPOSED WATER TANKS
(TOTAL 2.5 MG)
EXISTING 1500 GPM
AVER PUMP STATION
PROPOSED PUMP STATION
(6300 gpm)
EXISTING PUMP PLANT
(LOCATIONS MADE BY RANCHO VISTA DEV. CO.)
AVE M
AVE M-8
AVE N
AVE N-8
AVE P
30 TH
40 TH
45 TH
50 TH
55 TH
60 TH
NORTH

WASTEWATER

Wastewater transmission and treatment facilities will be provided by the Los Angeles County Sanitation District No. 14. Sewage generated by Rancho Vista Project will be collected by a series of onsite mains that will drain into an existing 24" diameter trunk sewer located on 40th Street West and Avenue N-8. This project is expected to generate an estimated effluent flow of 9.4 million gallons per day. By letter dated November 19, 1980, the County Sanitation District of Los Angeles accepted the 35th Street West sewer for operation and maintenance and stated that the trunk sewer has capacity for the future development of Rancho Vista. Since that time, the County Sanitation District has also approved a Sewer Area Study that provides for serving not only Rancho Vista but other areas to the southeast to this 24" sewer trunk line. In addition, the trunk sewer has now been extended in Avenue N-8 to the vicinity of the extension of 35th Street West to Avenue O. (Towncenter Drive) The entire project will be served by a collection system and no septic tanks are to be provided. (See Exhibit 9)

EXHIBIT 9






~~Amended 9-96~~

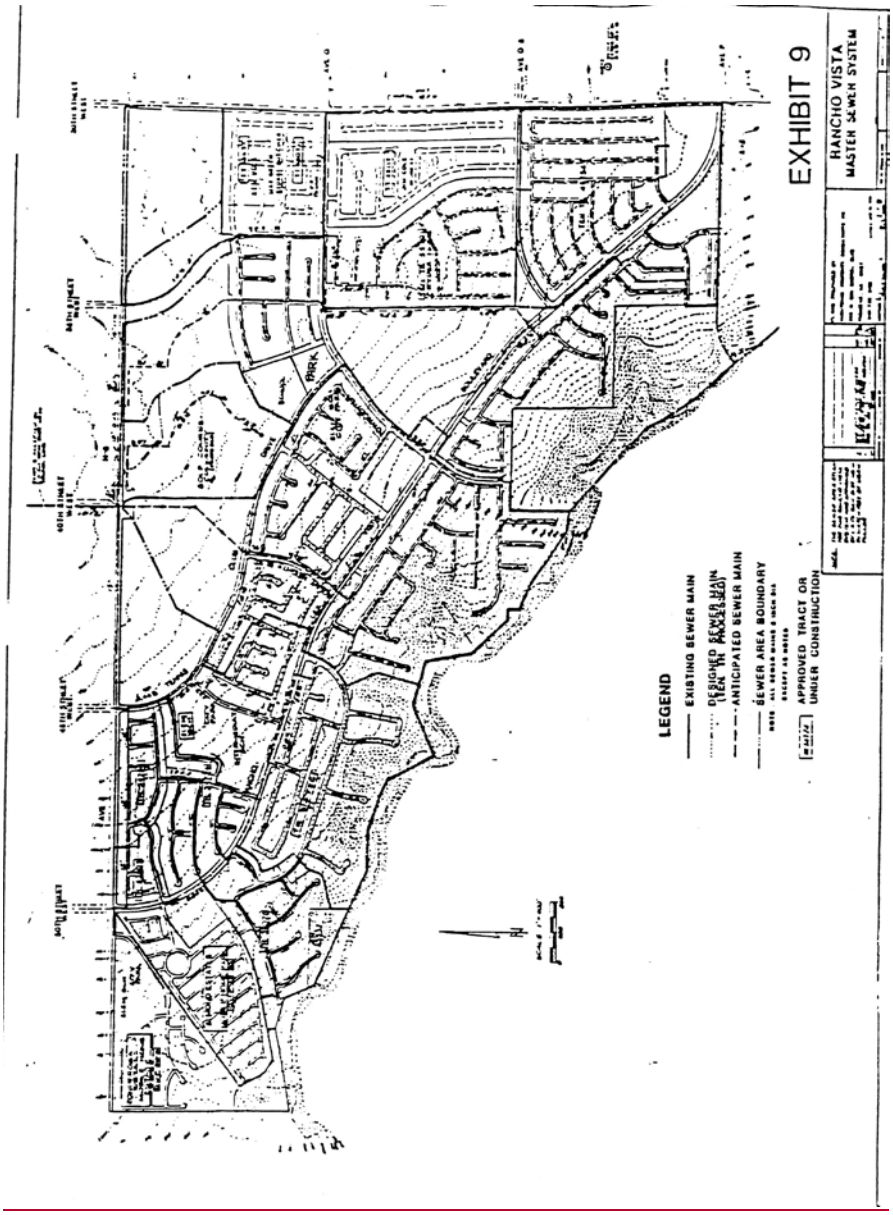


EXHIBIT 9
RANCHO VISTA
MASTER SEWER SYSTEM
LEGEND
EXISTING SEWER MAIN
DESIGNED SEWER MAIN
ANTICIPATED SEWER MAIN
SEWER AREA BOUNDARY
APPROVED TRACT OR
UNDER CONSTRUCTION
PARK

ELECTRICITY, GAS~~,~~
~~TELEPHONE AND TELEVISION~~ Other utilities are provided to Rancho Vista as noted below:

Southern California Edison Company
10th Street West at Avenue M
P.O. Box 4349
Lancaster, CA 93534

~~General Telephone Company~~
~~P.O. Box 1929~~
~~Lancaster, CA 93534~~

~~Pacific Bell~~
~~2130 Ward Avenue, Room 127~~
~~Simi Valley, CA 93065~~

Southern California Gas Company
6520 Foothill Boulevard
Tujunga, CA 91024

~~Jones Intercable~~
~~41551 10th Street West~~
~~Lancaster, CA 93534~~

## 2.7 STORM DRAINAGE

Drainage for the Rancho Vista community is a function of existing/planned topography and proposed drainage facilities to accommodate necessary mitigation of storm runoff.

The California Aqueduct forms a man-made barrier to the natural drainage pattern along the southern boundary of the project. Drainage southerly of the California Aqueduct originates from the peaks of Ritter Ridge and is channelized in relatively steep canyons that drain into the series of eight culverts that cross under the Aqueduct. These culverts provide energy dissipaters which reduce the velocity of the runoff and spread the flow back into the natural water courses.

The natural water courses enter the alluvial fan at the approximate location of the proposed Rancho Vista Boulevard. Here the runoff spreads into generally sheet flow and

crosses Avenue N-8, proceeding northerly in shallow, broad water courses.

Development as proposed by the Rancho Vista Specific Plan will change the hydrological characteristics of the tributary drainage area by covering the natural porous soils with impervious materials such as streets, building rooftops, etc. This increase in watershed imperviousness causes an increase in the rate of runoff. Additionally, peak runoff rates will be further increased due to the improved hydraulic efficiency of water carriers such as streets and storm drain systems.

The increase rate of runoff generated by the proposed development will be controlled by the installation of a series of onsite detention basins. The function of a detention basin is to restrict the rate of outflow from the basin by storing the excessive inflow. This means that as the inflow into the basin site increases beyond the capacity of the outflow conduit, part of the inflow is temporarily stored. The outflow rate increases with the rise in stored water, but cannot exceed a maximum value at maximum storage. When the rate of inflow subsequently decreases, the rise in level of the stored water ceases and the rate of outflow thereafter begins to diminish, continuing however, to be greater than that of the coincident inflow rate. The net effect of this series of events is a decreased in the outflow rate to an acceptable level and a decrease in the amount of debris and silt carried in the outfall conduit.

In conjunction with the Rancho Vista Project, other adjacent projects are being developed to complement the Rancho Vista Master Drainage System. These include the Rancho Valley Specific Plan which is a 160-acre parcel located on the easterly portion of the area near 30th Street West. Also a 50-acre parcel due north of Rancho Valley, is also included. Finally, two large developments consisting of

approximately 740 units planned by Kaufman and Broad, exist just to the southeast corner of Rancho Vista. All of these projects have complemented the Rancho Vista Specific Plan by also having numerous detention basin facilities also. These facilities are shown on Exhibit 10 herein, identified as Rancho Vista Master Drainage System. The detention basins, B1, B4, B5, B6, B10, B11, B12 and B13 serve as detention basins which will intercept drainage waters from the Ritter Ridge areas. These basins will serve as both detention basins and desilting basins to ~~and desilting basins to~~ intercept the subject offsite drainage and reduce the outflows into Rancho Vista.

The numerous other detention basins, catch basins and collector pipes are planned for Rancho Vista in addition to collection systems which are already constructed through Mobile Home Park I and Tract 34724. The basins shown on the Master Drainage System may be adjusted slightly during the final Tentative Map stage. It is anticipated that flow disbursement facilities will be provided along the northerly boundary line at certain points to ensure that peak flows leaving Rancho Vista are discharged at their historical locations and flows not to exceed historical flows. Notwithstanding this, the County of Los Angeles has an approved Master Drainage Plan which provides for the construction of an offsite storm drain facility extending from the Quartz Hill area to Avenue N-8 at approximately 38th Street West. Once this facility is in use, then the storm drainage from Rancho Vista can be consolidated and discharged into the storm drain facility. In the meantime, until such time as this facility is constructed, flow dispersion facilities will be utilized appropriately. This Master Drainage System supercedes the County of Los Angeles Porter Ridge Drainage Plan for this area.

The basins and flow dispersion facilities in the golf course area of Rancho Vista are important for the following reasons:

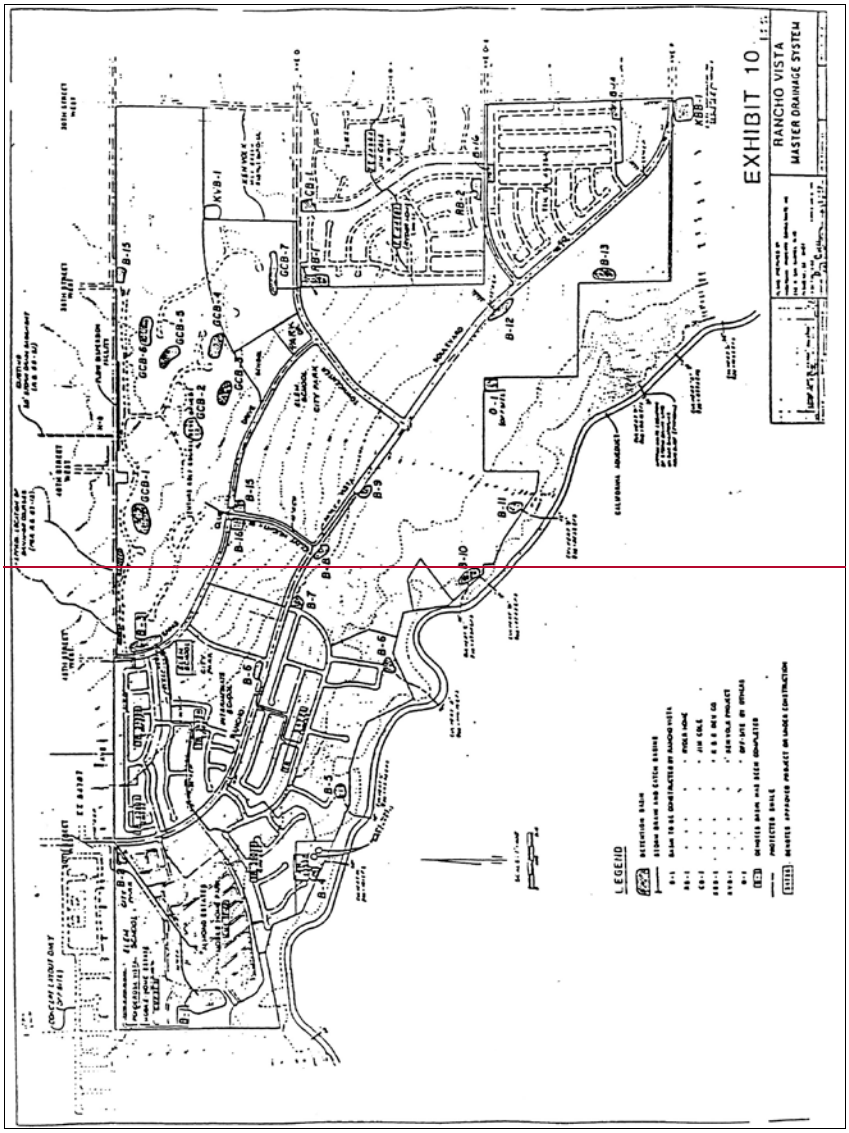
1. To ensure that the rate of runoff will exit the project in a state equal to or less than the rate of runoff that occurs in the natural condition.

2. To ensure that the velocity of the outflow will be equal or less than the velocity that occurs naturally.

3. To ensure that the points of discharge will be located at the same drainage ways that have historically accepted storm runoff. These points have been identified by the physical condition of the topography and by information provided by Records of Survey maps. The concept that is being proposed of reducing the increased rate of runoff by the use of detention basins is consistent by the policy of the City of Palmdale and supplements and the Porter Ridge Drainage Plan prepared by the County of Los Angeles. Rancho Vista will form an appropriate Benefit Assessment District for its property in conformance with the City of Palmdale requirements for adequate drainage design, construction and maintenance. Therefore, it is not appropriate that the project be included in any rights of responsibilities of the County's Porter Ridge Ordinance Plan. Detailed design of the proposed detention basins and onsite storm drain systems will occur during each phase of development. The required calculations and design plans for the drainage system will be reviewed and approved by the City of Palmdale.

Since Rancho Vista is funding the entire onsite drainage system, no future developer drainage fees shall apply to this Specific Plan.

EXHIBIT 10






~~Amended 9-96~~

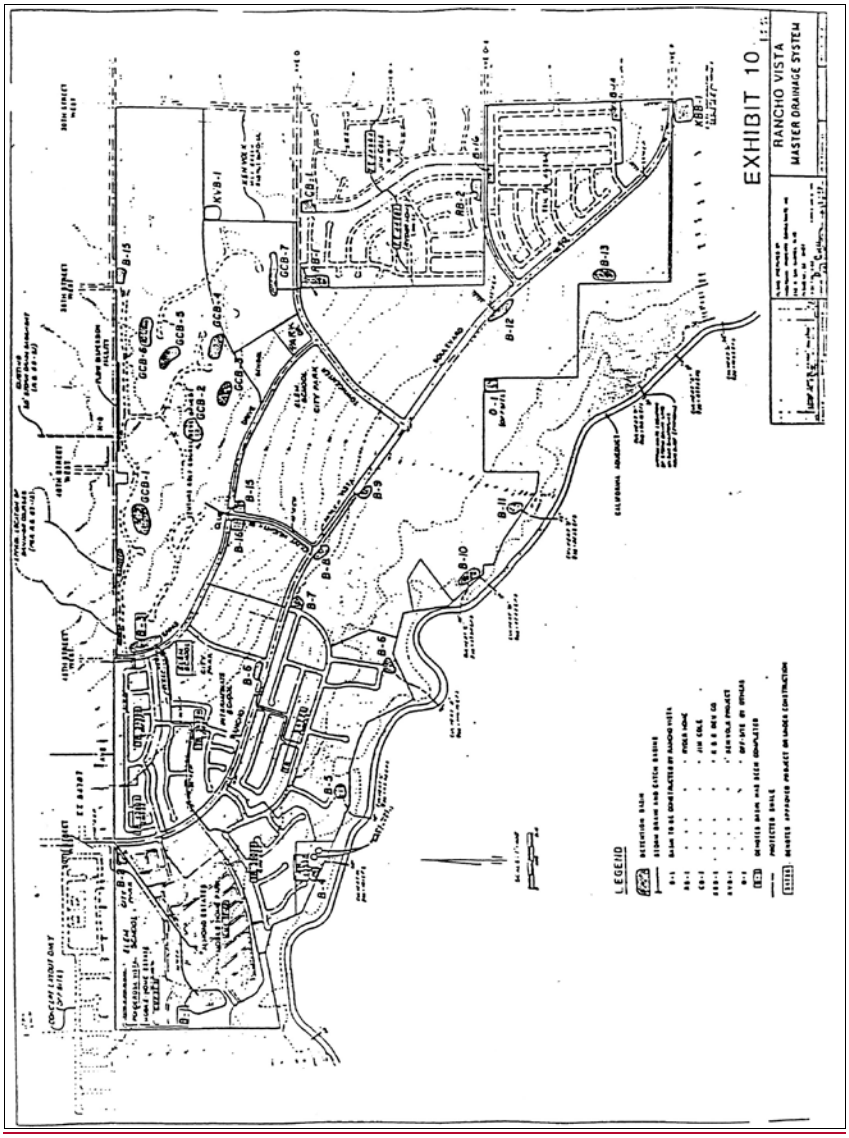


EXHIBIT 10
RANCHO VISTA
MASTER DRAINAGE SYSTEM
LEGEND

## 3.0 DEVELOPMENT STANDARDS AND CRITERIA

The following regulations are stipulated to implement the Rancho Vista Specific Plan. As such, they will be utilized by the City of Palmdale to ensure that future development proceeds in a consistent and adequate manner.

These regulations have evolved from the analysis of local environmental and economic opportunities and constraints. City zoning standards have been used as the basis for standards and modifications have been made to achieve the goals and objectives of this plan.

Standards have been organized into seven classifications, following a list of typical permitted uses (Subsection 3.1). These include:

Subsection 3.2 – Lot Standards which define building lot sizes, building heights and setbacks;

Subsection 3.3 – Parking Standards describing the basic design criteria for parking areas, a schedule of off-street parking requirements, and other related items;

Subsection 3.4 – Outdoor Storage and Loading Areas requirements and design criteria;

Subsection 3.5 – Sign Standards;

Subsection 3.5 – Lighting and Utilities, requirements;

Subsection 3.7 – Screening of Mechanical Equipment Criteria; and

Subsection 3.8 – Wall/Fence Standards defining locational and height requirements.

When any issue or condition arises that is not covered by this Specific Plan, the appropriate regulations contained in the Palmdale Zoning Code shall apply as determined by the Director

of Economic and Community Development ~~Services~~.

3.1 PERMITTED USES

This Specific Plan controls development by zoning all properties consistent with land use categories indicated on the Specific Plan of Land Use (Exhibit 6). The Plan further defines specific limitations and regulations as amendments to such base zones.

Permitted uses are those land uses allowed in a given land use category (as shown in Exhibit 6).

GOLF COURSE COMMUNITY

"GOLF COURSE COMMUNITY" permitted uses include:

- Dwellings, one-family;
- Dwellings, multi-family
- Golf course, including clubhouse and recreational facilities; and
- Normal accessory uses, such as private garages and carports; storage of construction materials on site during construction and thirty days thereafter, including contractor temporary office; household pets limited to three mammals over four months of age for each dwelling; temporary real estate tract office; and other similar uses as approved by the ~~Director of~~ Planning Manager after a finding of compatibility.

URBAN RESIDENTIAL

"URBAN – RESIDENTIAL" category permitted uses are:

- Dwellings, one-family;
- Normal accessory uses, such as private garages and carports; storage of construction materials on site during construction and thirty days thereafter,

including contractor temporary office; household pets limited to three mammals over four months of age for each dwelling; temporary real estate tract office; and other similar uses as approved by the ~~Director of~~ Planning Manager after a finding of compatibility.

The following uses shall be permitted in the "Urban Residential" category subject to a conditional use permit:

- Churches, temples, or other structure uses exclusively for religious worship;
- Communications equipment buildings;
- Day care children, special home;
- Electric distribution substation;
- Fire stations, police stations;
- Golf courses;
- Home for aged persons, small group care;
- Home for children, special boarding; and
- Schools.

URBAN MEDIUM RESIDENTIAL ~~AND URBAN HIGH RESIDENTIAL~~

"URBAN MEDIUM RESIDENTIAL" ~~and "URBAN HIGH RESIDENTIAL"~~ permitted uses include:

- All uses permitted in Urban Residential; ~~and~~
- ~~Dwelling, multi-family.~~
- All uses permitted in "Urban Village Residential"; and

- Dwelling, multi-family.

The following uses shall be permitted in the "Urban Medium~~ and Urban High Residential" categories~~" category subject to a conditional use permit:

- All uses permitted by conditional use permit in the Urban Residential category.

HIGH RESIDENTIAL OVERLAY

"HIGH RESIDENTIAL OVERLAY" permitted uses include:

- All uses permitted in Urban Residential;
- All uses permitted in "Urban Village Residential"; and
- Dwelling, multi-family.

The following uses shall be permitted in the "Urban Medium and High Residential Overlay" categories subject to a conditional use permit:

- All uses permitted by conditional use permit in the "Urban Residential" category.

URBAN VILLAGE RESIDENTIAL

"URBAN VILLAGE RESIDENTIAL" permitted uses include:

- All uses permitted in "Urban Residential";
- Dwellings, attached single-family residences such as condominiums and townhomes;
- Dwellings, detached single-family – following "Golf Course Community" lot standards in Section 3.2.
- Private clubhouse and other facilities/amenities which are intended for the private use of the residents that are

members of the Homeowner's Association that will manage and have over-sight of the facilities/amenities.

The following uses shall be permitted in the "Urban Village Residential" category subject to a conditional use permit:

- All uses permitted by Conditional Use Permit in the "Urban Residential" category.

COMMERCIAL

"COMMERCIAL" uses are:

- Commercial uses in Rancho Vista will be consistent with uses permitted and standards required by the City of Palmdale for the C-3 zone as defined by ~~Article 53 of the~~ Palmdale ~~Zoning~~Municipal Code ~~(Ordinance No. U-1060) and subsequent amendments~~Chapter (PMC) 17.76.

- A Residential Overlay shall be applicable to the Commercial property designated as "iii*", as shown on Exhibit 5, Land Use Plan, allowing residential development as an alternative to or in conjunction with Commercial development on all or a portion of the property. The residential development, if proposed, shall be consistent with the High Residential Overlay Land Use development standards contained herein.

In addition to the conditionally permitted uses specified for the C-3 zone within ~~Article 53 of the~~ Palmdale ~~Zoning~~Municipal Code ~~(Ordinance No. U-1060),~~Chapter (PMC) 17.76, the following conditionally permitted use is allowed under the Commercial designation:

- Large Residential Care Facilities (Assisted Living Facilities), pursuant to PMC Section 17.91.~~11 of the Zoning Ordinance~~110.

3.2 LOT STANDARDS

The purpose of lot standards is to assure adequate development sites so that appropriate design measures (land use compatibility, building coverage, parking, et al) are feasible.

Lot standards are defined as follows:

SINGLE-FAMILY DETACHED LOTS

"Golf Course Community" lots – 2,000 sq. ft. minimum;
"Urban Residential" lots – 7,000 sq. ft. minimum;

Lot area shall include alternate section (six feet) portion within street right-of-way as previously approved.

Building Height

Building heights shall be based upon lot sizes. Permitted heights:

| Lot Size | Maximum Building Height |
|---|---|
| 0 – 10,000 sq. ft. | 30 ft., 2.5 stories |
| 10 – 20,000 sq. ft. | 48 ft., 4.0 stories |
| Over 20,000 sq. ft. | 60 ft., 5.0 stories |

~~Building heights shall be compatible with abutting development.~~

Yards

Setbacks for front and rear yards shall be a minimum 20 feet in depth~~, expecting multi-family (including patio homes, town homes, and condominiums) golf course community~~ for Urban Residential lots~~ which~~, while Golf Course Community lots must have minimum 10 feet front setbacks and 15 feet rear yard setbacks. Side yards for both "Urban Residential" and Golf Course Community Lots shall be a minimum of five feet except for ~~golf course community~~Golf Course Community lots where "zero side yards" are permitted when the opposite side yard is at least 10 feet in width.

| | |
|---|---|
| | ~~Side~~ For Urban Residential lots, side yards shall be a minimum of ~~5~~15 feet~~, except for a minimum 15 foot side yard~~ on the street side of a corner lot. For Golf Course Community lots, side yards shall be a minimum of 10 feet on the street side of a corner lot. |
| Open Space | Each lot shall contain a minimum of permanent open outdoor living space of 25% of the lot area (including required setbacks). |
| URBAN VILLAGE RESIDENTIAL ~~Premises~~ – ATTACHED SINGLE-FAMILY, MULTI-FAMILY, AND CONDOMINIUM | Attached single-family residences, multi-family residences (including patio homes, townhomes, and condominium (attached and detached) in "Urban Village Residential" shall be subject to the development standards contained in this Section and ~~those standards contained in Chapter 8 (General Standards of Development) of the City of Palmdale Zoning Ordinance, adopted December 14, 1994, and as subsequently amended.~~Chapter 17.43 of the PMC.<br><br>Where conflicts arise, the Standards in this Section shall govern. |
| Lot Area | Required lot area shall be based on the overall project's net land area for calculations per the tentative tract or parcel map and not the individual lot areas within the project. The minimum project net land area shall be twenty thousand (20,000) square feet. |
| Project Area Width | A minimum project area width of one hundred (100) feet shall be required. The calculation shall be based on the overall project and not on the individual lots within the project. |
| Building Setbacks | The minimum required building setback shall be twenty (20) feet along a major street or arterial roadway or when adjacent to single family residential developments. |

The minimum required building setback along any public street shall be fifteen (15) feet.

Building Height

The maximum height of a primary structure, as measured in accordance with Section 16.02 of the City of Palmdale Zoning Ordinance, shall not exceed three (3) stories or forty-five (45) feet. The maximum height of accessory structures shall not exceed one (1) story or seventeen (17) feet.

Maximum Lot Coverage

The maximum lot coverage shall not exceed forty-six (46) percent. For the purpose of this section, building lot coverage shall include principal structure(s) and all accessory structures which exceed six (6) feet in height. This figure shall not include below ground pools, spas, walls, fences, parking lots and access drives.

Off-Street Parking

Each project shall have off-street parking facilities as prescribed in ~~Article~~ PMC Section 17.87 (Off-Street Parking) of the City of Palmdale Zoning Ordinance.

Guest/visitor parking shall be required to be located within the project and shall be clearly designated as guest/visitor parking with signage.

Minimum Family Dwelling Size Standards

The following minimum dwelling areas are computed by calculating the living areas as measured from the outside walls and excluding garages, carports, exterior courtyards, patios and balconies. Units shall have a minimum of two (2) bedrooms.

| Liveable Area (SF) | Bedrooms (Max No.) | Baths (Min No.) |
|---|---|---|
| 800 | 2 | 1 |
| 1,000 | 3 | 2 |
| 1,200 and Over | 3 or more | 2 |

Open Space

Developments with four (4) or more dwelling units shall provide a combined total of twenty~~-six (26~~ (20) percent for townhomes and ~~thirty (30~~twenty-five (25) percent for condominiums of usable common and private open space for passive and active recreational uses. For purposes of calculating open space, it shall be defined as the remaining space within a project's property lines after excluding the following:

1. Required setback area around the perimeter of the property.
2. Private rights-of-way.
3. Vehicle parking areas.
4. Areas between any structures less than fifteen (15) feet apart.
5. Areas having a slope of greater than 3:1.

Private Patios

Each dwelling unit shall have a private (walled) patio and/or a balcony. Each (walled) patio or balcony must maintain a minimum of ~~seven (7)~~six feet in depth. The required square footage may be averaged among the units within the overall project, provided a minimum average of ~~two hundred (200)~~50 square feet ~~or twenty-five (25) percent of the average dwelling unit size, whichever is less,~~ is maintained.

Required Amenities

Developments shall provide recreational amenities within the site which may include, but are not limited to, a swimming pool, spa, clubhouse, tot lot with play equipment, picnic area or barbeque area. Projects may share common amenities if it is managed by a common master Home Owners Association.

| Units | Amenities |
|---|---|
| 0-3 | 0 |
| 4-50 | 1 |
| 51-100 | 2 |
| 101-200 | 3 |
| 201-300 | 4 |

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|---|---|
| Climate Conditions | Climatic conditions shall be considered in locating common spaces; they should be screened from prevailing southwest winds, provided with shade from the high summer sun and open to winter sunshine where applicable. |
| Storage Requirements | Each dwelling unit shall be provided a minimum of one hundred fifty (150) cubic feet of private enclosed storage space within the garage, carport, or immediately adjacent to the dwelling unit. |
| Driveway Approaches | Main driveway approaches from streets within developments shall be delineated with interlocking pavers, decorative concrete, landscaped medians or similar features. |
| Dead End Driveways | Dead end driveways over one hundred fifty (150) feet in length shall be avoided if possible. |
| ~~Emergency Access~~ | ~~All parts of all structures shall be within one hundred fifty (150) feet of emergency access for single story and fifty (50) feet for multi story building.~~ |
| Emergency Access | Shall be subject to Los Angeles County Fire Department approval. |
| Laundry Facilities | Each unit shall provide sufficient space and be plumbed and wired for a standard size washing machine and dryer. Floor plans shall demonstrate compliance with this requirement. |
| Security Review | Management and security plans shall be submitted for review and approval by the City of Palmdale. |
| Trash Areas | One (1) trash and one (1) recycling container shall be provided for each dwelling unit. If private landscaped yards are provided, one (1) landscape yard waste container shall be provided for each dwelling unit. Floor plans shall demonstrate that containers can be |

| | |
|---|---|
| | stored at a screened location. If this is located within the garage, storage locations shall not interfere with minimum garages dimensions. |
| Lighting | Adequate internal and external lighting to all public accessible areas of the development including walkways, shall be provided for security purposes. The lighting shall be energy efficient, stationary, deflected away from adjacent properties and public rights-of-way, and of an intensity compatible with the residential neighborhood. |
| Building Placements | Placement of buildings and open space areas shall be designed to facilitate visibility by residents, passers-by and law enforcement personnel. Passageways having dead ends or lacking visibility from adjacent buildings, walkways and/or streets shall not be allowed. |
| Roof Access | Roof access from all buildings shall be internal; no outside ladders attached to buildings are permitted. |
| Rooftop Equipment | All rooftop equipment shall be screened with architectural means such as parapet walls or rooftop wells; drainage downspouts, roof vents and other equipment shall be painted to match the surface to which they are attached. |
| Equipment Screens | Screening of equipment, utilities and service areas shall be provided in accordance with Section 86.02 of the City of Palmdale Zoning Ordinance. |
| Pre-Wiring | Units shall be pre-wired to accommodate cable reception. Satellite dish antennas shall be prohibited on roofs, and shall be screened in a manner which is compatible with adjacent structures. |
| Mailboxes | Where common mailboxes are provided, they should be located close to the project entry and near recreational facilities; the location must be approved by the U.S. Postal Service. |

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| Façade Articulation | Multiple residential structures shall be designed so as to break up long wall or roof line planes by offsets, shadow lines, façade treatment and other similar means. Architectural treatments shall be included on all sides of structures that face or front a street. |
| ~~Façade Articulation~~ | ~~Multiple residential structures shall be designed so as to break up long wall or roof line planes by offsets, shadow lines, façade treatment and other similar means. Architectural treatments shall be included on all sides of structures.~~ |
| Accessory Structures | Carports, garages, trash enclosures and other accessory structures shall be designed to reflect the architecture of the primary buildings, with respect to style, colors and materials, and shall be screened with landscaping wherever possible. |
| Individual Garages | Individual garages with parking aprons of less than twenty (20) feet in length shall have automatic garage door openers and sectional roll-up doors; in no case shall the drive approach in front of individual garages be less than five (5) feet in length. |
| Bicycle Racks | If bicycle racks are provided, they shall be provided in secure locations throughout the project. |
| HIGH RESIDENTIAL OVERLAY | Attached single-family residences, multi-family residences (including patio homes, townhomes, apartments and condominiums (attached and detached) shall be subject to the development standards contained in this Section and Chapter 17.43 of the PMC.<br><br>Where conflicts may arise, the Standards in this Section shall govern. |

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|---|---|
| Lot Area | Required lot area shall be based on the overall project's net land area for calculations per the tentative tract or parcel map and not the individual lot areas within the project. The minimum project net land area shall be 20,000 square feet.<br><br>Notwithstanding the minimum lot area requirement, a multiple family residential development shall have a minimum net lot area of one thousand six hundred seventy-five (1,675) square feet per dwelling unit. |
| Project Area Width | A minimum project area width of 100 feet shall be required. The calculation shall be based on the overall project and not on the individual lots within the project. |
| Building Setbacks | The minimum required building setback shall be five feet along a major street or arterial roadway, or when adjacent to single family residential developments the building setback for a principal structure shall be not less than five (5) feet for each story, with a maximum of fifteen (15) feet.<br><br>The minimum required building setback along any public street shall be five feet. |
| Building Height | The maximum height of a primary structure, as measured in accordance with Section 17.16 of the PMC, shall not exceed five stories or 65 feet. The maximum height of accessory structures shall not exceed one story or 17 feet. |
| Maximum Lot Coverage | The maximum lot coverage shall not exceed 80 percent. For the purpose of this section, building lot coverage shall include principal structure(s) and all accessory structures which exceed three feet in height. This figure shall not include below ground pools, spas, walls, fences, parking lots and access drives. |

Off-Street Parking

Each project shall have off-street parking facilities as prescribed in PMC Section 17.87 (Off-Street Parking).

Guest/visitor parking shall be required to be located within the project and shall be clearly designated as guest/visitor parking.

Minimum Family Dwelling Size Standards

The following minimum dwelling areas are computed by calculating the living areas as measured from the outside walls and excluding garages, carports, exterior courtyards, patios and balconies.

| Liveable Area (SF) | Bedrooms (Max No.) | Baths (Min No.) |
|---|---|---|
| 500 | Studio | 1 |
| 600 | 1 | 1 |
| 800 | 2 | 1 |
| 1,000 | 3 | 2 |
| 1,200 and Over | 3 | 2 |

Open Space

Developments with four or more dwelling units shall provide a combined total of 15 percent for multifamily, 20 percent for townhomes and 25 percent for condominiums of a combination of both usable common and private open space for passive and active recreational uses. Each unit shall have a minimum of 36 square feet of private open space. For purposes of calculating open space, it shall be defined as the remaining space within a project's property lines after excluding the following:

1. Required setback area around the perimeter of the property.
2. Private rights-of-way.
3. Vehicle parking areas.
4. Areas between any structures less than five feet apart.
5. Areas having a slope of greater than 3:1.

Private Patios/Balcony — Each dwelling unit shall have a private (walled) patio and/or a balcony. Each (walled) patio or balcony must maintain a minimum of six feet in depth. The required square footage may be averaged among the units within the overall project, provided a minimum average of 48 square feet is maintained.

Required Amenities — Developments shall provide recreational amenities within the site which may include, but are not limited to, a swimming pool, spa, clubhouse, tot lot with play equipment, picnic area or barbeque area. Projects may share common amenities if it is managed by a common master Home Owners Association.

| Units | Amenities |
|---|---|
| 0-4 | 0 |
| 5-50 | 1 |
| 51-100 | 2 |
| 101-200 | 3 |
| 201-300 | 4 |

Climate Conditions — Climatic conditions shall be considered in locating common spaces; they should be screened from prevailing southwest winds, provided with shade from the high summer sun and open to winter sunshine where applicable.

Storage Requirements — Each dwelling unit shall be provided a minimum of 45 cubic feet of private enclosed storage space within the garage, carport, or immediately adjacent to the dwelling unit.

Driveway Approaches — Main driveway approaches from streets within developments shall be delineated with interlocking pavers, decorative concrete, landscaped medians or similar features.

Dead End Driveways — Dead end driveways over 150 feet in length shall be avoided if possible.

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| Emergency Access | Shall be subject to Los Angeles County Fire Department approval. |
| Laundry Facilities | Each unit shall provide sufficient space and be plumbed and wired for a washing machine and dryer or project shall have a common laundry room with a minimum one set of washer and dryers for every 12 units. Floor plans shall demonstrate compliance with this requirement. |
| Security Review | Management and security plans shall be submitted for review and approval by the City of Palmdale. |
| Trash Areas | For townhouses or condominiums one trash and one recycling container shall be provided for each dwelling unit. For multifamily sufficient common trash facilities to accommodate one, four yard bin for every 25 units. If private landscaped yards are provided, one landscape yard waste container shall be provided for each dwelling unit. Floor plans shall demonstrate that containers can be stored at a screened location. If this is located within the garage, storage locations shall not interfere with minimum garages dimensions. |
| Lighting | Exterior lighting standards and fixtures shall conform to the Lighting Requirements in PMC Chapter 17.86.030. |
| Building Placements | Placement of buildings and open space areas shall be designed to facilitate visibility by residents, passers-by and law enforcement personnel. Passageways having dead ends or lacking visibility from adjacent buildings, walkways and/or streets shall not be allowed. |
| Roof Access | Roof access from all buildings shall be internal; no outside ladders attached to buildings are permitted. |

| | |
|---|---|
| Rooftop Equipment | All rooftop equipment shall be screened with architectural means such as parapet walls or rooftop wells; drainage downspouts, roof vents and other equipment shall be painted to match the surface to which they are attached. |
| Equipment Screens | Screening of equipment, utilities and service areas shall be provided in accordance with PMC Chapter 17.86. |
| Pre-Wiring | Units shall be pre-wired to accommodate cable reception. Satellite dish antennas shall be prohibited on roofs unless screened in a manner which is compatible with adjacent structures. |
| Mailboxes | Where common mailboxes are provided, they should be located close to the project entry and near recreational facilities and grouped together if feasible; the location must be approved by the U.S. Postal Service. |
| Façade Articulation | Multiple residential structures shall be designed so as to break up long wall or roof line planes by offsets, shadow lines, façade treatment and other similar means. Architectural treatments shall be included on all sides of structures that face or front a street. |
| Accessory Structures | Carports, garages, trash enclosures and other accessory structures shall be designed to reflect the architecture of the primary buildings, with respect to style, colors and materials, and shall be screened with landscaping wherever possible. |
| Individual Garages | Individual garages with parking driveways of less than 20 feet in length shall have automatic garage door openers and sectional roll-up doors; in no case shall the drive approach in front of individual garages be less than three feet in length. |

| | |
|---|---|
| Bicycle Racks | If bicycle racks are provided, they shall be provided in secure locations throughout the project. |

## 3.3 PARKING STANDARDS

Parking standards are necessary to assure public safety and convenience, prevent congestion and increase site efficiency.

The following requirements for off-street parking and loading facilities apply to all development within the Plan.

The basic requirements for all onsite parking areas shall conform to ~~Section 86.04, City Ordinance U-1060~~PMC Chapter 17.87 unless specifically amended by details of this plan. Should City standards as contained in the ~~Palmdale Zoning Code~~PMC change after adoption of this Specific Plan, those applicable provisions regarding parking shall apply.

Landscaping within commercial use lots shall be reviewed and approved by the ~~Director of~~ Planning Manager and City Engineer for conformance to standards of the Palmdale Zoning Code. Such landscaping should include use of tree wells or planters at the end of parking bays.

## 3.4 OUTDOOR STORAGE AND LOADING AREAS

All uses, except storage and unloading shall be conducted entirely within an enclosed building. Outdoor storage of material and equipment is permitted, in commercial areas, provided the storage area is completely enclosed by walls and the combined gross area of such areas does not exceed ten (10) percent of the gross floor area of the building, nor impinge upon any required parking or access ways.

No stored material may exceed the height of required walls.

All loading facilities and maneuvering areas must be on site with the use served.

All loading areas shall be screened from public street view by landscaping or walls.

Loading facilities shall be prohibited in required front or side setback areas.

## 3.5 SIGN STANDARDS

The Specific Plan recognizes that signs are not only means of identifying businesses, but are also an important design element. Sign provisions consistent with the Plan's objectives to ensure visually attractive, quality development are necessary.

The following standards apply to all signs within the Plan area. All signs not expressly permitted are prohibited, including but not limited to the following:

- Roof signs;
- Flashing signs, except time and temperature signs;
- Animated signs;
- Revolving signs;
- Vehicle signs, when used on property to identify a business;
- Portable signs;
- Off-site signs, except temporary subdivision directional signs;
- Signs in the public right-of-way, except where required by a governmental agency;
- Signs blocking doors or fire escapes;
- Light bulb strings and exposed tubing;
- Banners, flags, pennants and balloons; and,
- advertising structures.

All signs shall comply with City of Palmdale standards for allowable number, size, height, location and materials.

## 3.6 LIGHTING AND UTILITIES

Lighting shall be used to provide illumination for security and safety of parking, and access areas.

All lighting shall be shielded to keep light and glare confined to subject property.

Light fixtures in commercial parking areas shall not exceed twenty-five (25) feet in height. Security light fixtures shall not project above the fascia or roofline of the building.

All ground-mounted utility facilities such as transformers, back-flow preventors shall be adequately screened from public view.

All electric lines less than 12KV and telephone lines within the Plan area shall be installed underground.

3.7 SCREENING OF MECHANICAL EQUIPMENT

To the maximum extent possible, all utility and mechanical equipment located on the exterior of commercial buildings shall be screened from public street view through the use of walls or landscaping.

No mechanical equipment shall be erected on the roof of any commercial building unless contained or enclosed within a screen which is integrated with the design of the building.

3.8 TRASH COLLECTION AREAS

Commercial storage and trash collection areas will be permitted in rear and interior side setback areas provided that trash containers are enclosed within a masonry wall with a metal gate.

Such container enclosures shall ~~be constructed in accord with City guidelines and Title 14, Division 7, Section 17313 of the California Administrative Code.~~comply with PMC Section 17.85.010.

3.9 WALLS/FENCE STANDARDS

Walls and fences will be required as a means of screening commercial sites when landscaping materials alone would prove insufficient as determined by the ~~Director of~~ Planning Manager and City Engineer.

Solid walls and fences required for screening commercial loading and outdoor storage areas shall be at least six ~~(6)~~ feet high and a maximum of ~~twelve (~~12~~)~~ feet and will be constructed in accordance with the design criteria of this Plan.

Walls or fences are not required between separate commercial lots unless deemed necessary for security or screening purposes. Such walls located on property lines between lots shall not exceed ~~six (6)~~eight feet in height.

Walls constructed within required front setback areas shall not exceed three (3) feet in height.

~~Walls~~Unless otherwise approved by the Planning Manager, walls shall be constructed of masonry or concrete materials consistent with, and complementary to, building architecture.

All treatments of subdivision boundaries and accompanying walls shall be subject to review and approval of the ~~Director of~~ Planning Manager.

## 4.0 SPECIFIC PLAN ADMINISTRATION

### 4.1 DESIGN REVIEW

Implementation of the Rancho Vista Specific Plan will involve use of existing City procedures (including but not limited to subdivision processing, site plan review, etc.) as supplemented by additional features described herein.

All subsequent project review concerning tentative and final tract maps, parcel maps, and individual lot site plans will be reviewed for consistency with this Plan and its provisions.

A Rancho Vista design review process will provide the most significant tool for implementing the Plan. That process is outlined briefly as follows:

- Rancho Vista (or successor in interest) submits plans and drawings to the Palmdale ~~Director of~~ Planning ~~("Director");~~Manager;

- A site plan, drawn to scale, showing the proposed location of structures and other improvements including (where appropriate) driveways, off-street parking areas, landscaped areas, fences and walls. This plan also indicates the traffic ingress and egress for off-street parking areas;

- A landscape plan, drawn to scale, showing the location of existing vegetation to be retained or removed, design of landscaped areas, description of plant materials and sizes thereof~~, and proposed irrigation/sprinkler systems~~;

- Proposed building plans and elevations, drawn to scale, including a description of proposed exterior material and colors;

- Scale drawing of proposed signs, to define size, height, material, color and illumination, if any;

- Grading and drainage plans; and

- Such other information as may be required to permit an adequate review process by the Director.

- The Director approves, conditionally approves, or denies such applications. Any denial must stipulate findings of inconsistency with the Specific Plan. Appeals from the Director's decisions are made directly to the City Council.

- Approval is valid for a one-year period and may be extended for additional one-year periods upon application.

All development proposed within the Rancho Vista Specific Plan area shall be subject with the above design review requirements.

## 4.2 AMENDMENTS TO SPECIFIC PLAN

The project sponsor may initiate an amendment to the provisions of substantial changes are required in the project during the development process. An amendment to the Rancho Vista Specific Plan shall be in accordance with California Government Code (Section ~~65500~~65450 through ~~65507).~~65457) and PMC Chapter 17.28. This amendment procedure is briefly defined as follows:

1. Before taking an action on a proposed amendment to the Specific Plan, the Planning Commission must hold at least one public hearing. Notice of this hearing shall be published at least once in a newspaper of general circulation at least ten calendar days prior to the hearing.

2. The recommendation of an amendment to the Specific Plan shall be approved by a resolution carried by a majority of the total voting members of the Planning Commission.

3. The recommendations of the Planning Commission, together with additional related documents and information, shall be transmitted to the City Council. The transmittal may also include any pertinent information with regard to the reasons for the Planning Commission decision.

4. The City Council shall hold at least one public hearing for each proposed Specific Plan amendment pursuant to the California Government Code. The action of the City Council shall be to approve, disapprove, or conditionally approve the proposed Specific Plan amendment and to adopt the necessary resolution or ordinance, as appropriate. Any hearing may be continued from time to time.

5. An amendment to the Specific Plan may be initiated by the City Council. The Council shall first refer such proposal to the Planning Commission for a report. The Planning Commission shall report within 40 days after the reference, or within such longer period as may be designated by the City Council. Before adopting the proposed plan or amendment, the City Council shall hold at least one public hearing. Notice of the time and place of hearings held pursuant to this section shall be given in the time and manner provided for the giving of notice of hearings.

Modifications to any subject subdivision plan upon approval of the initial tentative tract map shall be in accordance with the California Subdivision Map Act and City of Palmdale procedures for implementation of the Map Act.

Minor Revisions – Administrative. Minor revisions or modifications to approved site plans, conceptual grading plans, conceptual landscape plans, or architectural plans may be approved by the Director. Minor revisions and modifications shall be defined as and shall include the following:

1. Floor plan changes which do not result in more than a ten (10) percent change;

2. Parking and circulation configurations which do not change the basic parking areas or circulation concept (such as relocating whole parking areas from one area of the site to another or by adding or deleting circulation areas that could have potential impacts to adjacent or surrounding properties). Viable alternatives for off-street parking facilities as prescribed in PMC Section 17.87 (Off-Street Parking);

3. Outside building configurations which do not create a greater bulk, scale, or change in the line of sight;

4. Building placements which do not change the general location and layout of the site;

5. Grading alterations which do not change the basic concept, increase slopes, or building elevations or change course of drainage which could adversely affect adjacent or surrounding properties;

~~6. Landscape modifications which do not alter the general concept or reduce the effect or amount originally intended;~~

6. Minor alterations to the community infrastructure, such minor street realignments, water, sewer, and drainage systems which do not have the effect of increasing or decreasing development

capacity in the Rancho Vista Specific Plan area, nor change the overall development concepts.

7. Architectural changes which do not change the basic form and theme; and,

8. Exterior material or color changes which do not conflict with the original architectural form and theme, and which are consistent and compatible with the original materials and colors.

9. Other requests similar to the above Minor Modifications, as determined by the Planning Manager.

In addition to the above guidelines, the Director must determine that the circumstances, standards, ordinances, conditions, and findings applicable at the time of the original approval still remain valid.

Major Revisions – Commission. Revisions or modification to site plans, grading plans, landscape plans, or architectural plans which are not considered minor as described in the previous section, shall be considered a major revision. Also, any request for a change in conditions of approval shall be considered a major revision. Major revisions shall be processed through the same approval procedure and authority which granted the original approval.

## 4.3 DEVELOPMENT AGREEMENT

The proper and comprehensively planned development of Rancho Vista will necessarily require several years for completion. The accomplishment of this phased, long-range development will also require the project sponsors to make substantial financial commitments – both in the immediate term or over the construction period of the project.

The planned community nature of Rancho Vista is comprised of interrelated portions functioning as a composite whole.

This development program will result in numerous community benefits. The City's housing supply, in terms of housing types, sizes, and price ranges, will be substantially increased. The commercial office and retail development will expand the variety and number of employment opportunities within Palmdale. The entire project will increase the City's tax revenues. Perhaps the greater benefit is the mixed-use character of Rancho Vista which will promote the ability of Palmdale citizens to live and work in a planned community. This concept will alleviate impacts on traffic congestion, energy consumption, and air quality. A strong image of urban community living will be created.

Given these benefits and the comprehensive, long-grange nature of Rancho Vista and its development program, the City of Palmdale and Rancho Vista sponsors have mutually determined the need and benefit of a Development Agreement. This agreement is intended to stipulate the obligations and rights of Rancho Vista with respect to development approvals and other commitments by the City of Palmdale.

The Development Agreement will be considered and adopted concurrently with the Specific Plan by the City Council of Palmdale. (Separate actions will be necessary to adopt the Specific Plan and the Development Agreement).

A Development Agreement dated May 12, 1988 between Rancho Vista Development Company (Developer) and the City of Palmdale was adopted in 1988 and amended and restated in 1991 and again in

1999. The Development Agreement expired May 12, 2008.

**CITY OF PALMDALE**
**DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**
**PLANNING DIVISION**

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# M E M O R A N D U M

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TO: Members of the City Council

FROM: Luis Garibay, Director of Economic & Community Development

SUBJECT: **AGENDA ITEM 14.7; ORDINANCE NO. 1592 AMENDING SECTION 5.04.670 (TOBACCO/SMOKING PRODUCT RETAILER) OF CHAPTER 5.04 (BUSINESS REGULATION) OF TITLE 5 (BUSINESS LICENSES, TAXES, AND REGULATION) OF THE PALMDALE MUNICIPAL CODE BANNING FLAVORED TOBACCO PRODUCTS**

DATE: July 7, 2022

In order to allow additional time to finalize the above referenced Public Hearing item, staff is requesting that this item be continued to the August 3, 2022, City Council meeting.

CC: Ronda Perez, Interim City Manager
Scott Porter, Acting City Attorney

# City Council Staff Report

**DATE:** **July 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **FINANCE**

**DISTRICT:** **ALL**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE INITIAL RATES AND RATE SETTING PARAMETERS FOR ENERGY FOR PALMDALE'S INDEPENDENT CHOICE COMMUNITY CHOICE AGGREGATION PROGRAM**

## ISSUE

Adopt Resolution No. CC 2022-064, a resolution of the City Council of the city of Palmdale, approving the initial rates and rate setting parameters for Energy for Palmdale's Independent Choice community choice aggregation program

## RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-064 Approving the Initial Rates and Rate Setting Parameters for Energy for Palmdale's Independent Choice

## BACKGROUND

The City Council has taken several steps toward establishing and implementing a community choice aggregation (CCA) program in the City of Palmdale (City). These steps included:

- Adopting Resolution No. CC 2018-087 on December 4, 2018, Approving the City of Palmdale CCA Implementation Plan and Statement of Intent (Implementation Plan), and submitting the Implementation Plan to the California Public Utilities Commission (CPUC);
- Adopting Ordinance No. 1524 on April 2, 2019, Establishing a Community Choice Aggregation Program;
- Adopting Resolution No. CC 2019-042 on April 2, 2019, joining California Choice Energy Authority (CalChoice) as an Associate Member. The Resolution also granted authority to CalChoice to negotiate and enter into contracts for energy and energy products on behalf of EPIC and authorized the City Manager to enter into certain contracts, including contracts for energy and energy products.

- Adopted Resolution No. CC 2021-016 approving the filing of Resource Adequacy (RA) and Renewables Portfolio Standard (RPS) plans with the CPUC and confirming the City's commitment to launch EPIC and begin serving customers in 2022.

Establishing a CCA program provides benefits to the City which include:

- Local control of energy procurement and rate setting;
- Ability to provide the community with local programs, economic development, and energy efficiency programs;
- Eligibility to apply for new funding sources and grant opportunities to support city goals and priorities.

EPIC is set to launch in two phases: Phase 1 in October 2022 for residential and municipal accounts, with Phase 2 in March 2023 for all other customers.

## DISCUSSION

CCA programs gives residents and businesses an opportunity to purchase electricity from local government agencies and gives local governments the authority to manage energy resources on behalf of their communities and customers. CCAs can provide many environmental, social, and economic benefits to their communities. Central to the concept of CCA is local choice. It gives the communities themselves the power to make choices about energy resource portfolios and investments, both within and from outside their local service area. It also empowers communities to reinvest locally with programs that address economic, social, and environmental justice goals. There are currently over 200 towns, cities, and counties serving over 11 million customers through community choice energy programs.

An essential part of EPIC's operation is rate setting. Well-designed rates directly impact the program's financial performance and customer satisfaction. EPIC's proposed generation rates are based upon its projected power supply costs, budgeted administrative and overhead costs, reserve targets, and energy programs, and are typically addressed during the budget process. To address fluctuations in operating costs, City Council has determined that EPIC rates may require minor adjustments from time to time and prior to the next regularly scheduled City Council meeting for budget adoption or review. In order to help avoid an operating deficit or surplus, the City Manager requires the power and authority to increase or reduce EPIC customer power generation rates as he or she reasonably determined necessary, with certain conditions, limitations and requirements:

a) Prior to implementing a rate adjustment, the City Manager shall have reasonably determined the rate adjust is (i) necessary for EPIC to avoid an operating deficit or

surplus, (ii) is consistent with applicable law, and (iii) consistent with EPIC's Implementation Plan and other governing documents and policies;

b) Written notice of the rates adjustment, which shall include a brief explanation of the City Manager's reason(s) for the rate adjustment shall be sent by first class mail to each EPIC customer or presented on the electricity bill insert at least thirty (30) days prior to the rate adjustment becoming effective;

c) A rate adjustment shall not result in a rate that is:

   a. More than five percent (5%) higher than Southern California Edison's total rate; or
   b. More than five percent (5%) higher or lower than the rate currently in effect.

## FISCAL IMPACT

Based on the proposed rate schedule, anticipated revenues generated will be sufficient to cover EPIC's costs of the program.

## STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery
B. Implement and administer environmentally sustainable programs.

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

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

| | |
|---|---|
| Prepared by: | Tammy Salt, Energy Resources Manager |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. EPIC Proposed Rate Schedule
2. Resolution CC 2022-064

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, APPROVING THE INTITIAL RATES AND RATE SETTING PARAMETERS FOR ENERGY FOR PALMDALE'S INDEPENDENT CHOICE COMMUNITY CHOICE AGGREGATION PROGRAM

**WHEREAS,** the City of Palmdale ("City") is a municipal corporation organized and operating under the laws of the State of California, with the City Council of the City of Palmdale ("City Council") serving as the governing body of the City; and

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

**WHEREAS,** the City Council now desires to establish power generation rate schedules, as reflected in the attached, for customers of Energy for Palmdale's Independent Choice ("EPIC") with the initial rates established in an amount sufficient to cover the operating costs of EPIC and such reserves as the City Council deems necessary and appropriate, and thereafter establishing such rates as part of the City's regular budget adoption and review process; and

**WHEREAS,** to address fluctuations in operating costs and ensure sufficient revenue, the City Council has determined that EPIC may require minor adjustment from time to time and prior to the City Council's next regularly scheduled budget adoption or review; and

**WHEREAS,** subject to the terms and conditions of the Resolution, the City Council desires to grant to the City Manager of the City ("City Manager") the power and authority to periodically make certain minor adjustments to EPIC rates; and

**WHEREAS,** the City Council has held a duly noticed public hearing and has considered all evidence and testimony offered at said hearing.

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

**SECTION 1.** Based on the staff report, presentation, public comment, and other matters presented to the City Council during its consideration of this matter, the City Council finds and declares that the foregoing recitals are true and correct, and hereby incorporated as substantive findings of this Resolution.

**SECTION 2.** The City Council hereby establishes the initial power generation rates pursuant to the rate schedule attached hereto and incorporated fully herein, and such rates shall be effective October 1, 2022.

**SECTION 3.** he rates for power generation established by this Resolution may be amended by Resolution of the City Council, subject to compliance with applicable policies and laws relating to the same.

**SECTION 4.** The City Manager shall have the power and authority to increase or reduce EPIC customer power generation rates as and to the extent he or she reasonably determines necessary for EPIC to avoid an operating deficit or surplus. The City Manager's power and authority pursuant to this Resolution shall be subject to the following conditions, limitations, and requirements:

a) Prior to implementing a rate adjustment, the City Manager shall have reasonably determined the rate adjustment is (i) necessary for EPIC to avoid an operating deficit or surplus, (ii) consistent with applicable law, and (iii) consistent with EPIC's Implementation Plan and other governing documents and policies; and
b) Written notice of the rate adjustment, which shall include a brief explanation of the City Manager's reason(s) for the rate adjustment, shall be sent by first class mail to each EPIC customer or presented on the electricity bill insert at least thirty (30) days prior to the rate adjustment becoming effective; and
c) A rate adjustment shall not result in a rate that is:
    a. More than five percent (5%) higher than Southern California Edison's total rate; or
    b. More than five percent (5%) higher or lower than the rate currently in effect.

**SECTION 5.** Future resolutions establishing or modifying EPIC rates, as well as all related notices and rate schedules, shall include a notation that the rates established therein are subject to adjustment pursuant to this Resolution. No specific language is required for such notation and failure to include the notation shall not impact the effectiveness of this Resolution (including the power and authority granted herein) or the effectiveness of any notice rate schedule, or resolution approved by the City Council.

**SECTION 6.** By taking these actions the City is confirming its commitment to launching its EPIC program and serving customers in 2022.

**SECTION 7.** The City Clerk shall certify to the adoption of this resolution.

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| **RESIDENTIAL** | | | | |
| DOMESTIC (D) | **DOMESTIC (D)** | | | |
| | ENERGY CHARGE ($/KWH) | All Usage | - | 0.11757 |
| DOMESTIC CARE (D-CARE) | **DOMESTIC CARE (D-CARE)** | | | |
| | ENERGY CHARGE ($/KWH) | All Usage | - | 0.11757 |
| TOU-D-A | **TOU-D-A** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.31078 |
| | | OFF-PEAK | - | 0.09764 |
| | | SUPER OFF-PEAK | - | 0.07247 |
| | | WINTER | | |
| | | PEAK | - | 0.17825 |
| | | OFF-PEAK | - | 0.08322 |
| | | SUPER OFF-PEAK | - | 0.07387 |
| TOU-D-B | **TOU-D-B** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.45611 |
| | | OFF-PEAK | - | 0.09764 |
| | | SUPER OFF-PEAK | - | 0.04206 |
| | | WINTER | | |
| | | PEAK | - | 0.13479 |
| | | OFF-PEAK | - | 0.08322 |
| | | SUPER OFF-PEAK | - | 0.04297 |
| TOU-D-T | **TOU-D-T** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.16221 |
| | | OFF-PEAK | - | 0.14627 |
| | | WINTER | | |
| | | PEAK | - | 0.10559 |
| | | OFF-PEAK | - | 0.09479 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-D-PRIME | **TOU-D-PRIME** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.31026 |
| | | MID-PEAK | - | 0.15161 |
| | | OFF-PEAK | - | 0.06340 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.26048 |
| | | OFF-PEAK | - | 0.05758 |
| | | SUPER OFF-PEAK | - | 0.05758 |
| TOU-D-4 | **TOU-D-4** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.23348 |
| | | MID-PEAK | - | 0.11872 |
| | | OFF-PEAK | - | 0.08732 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.15809 |
| | | OFF-PEAK | - | 0.11084 |
| | | SUPER OFF-PEAK | - | 0.08347 |
| TOU-D-5 | **TOU-D-5** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.37295 |
| | | MID-PEAK | - | 0.18125 |
| | | OFF-PEAK | - | 0.07522 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.23740 |
| | | OFF-PEAK | - | 0.10669 |
| | | SUPER OFF-PEAK | - | 0.07338 |
| TOU-EV-1 | **TOU-EV-1** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.30130 |
| | | OFF-PEAK | - | 0.03937 |
| | | WINTER | | |
| | | PEAK | - | 0.11331 |
| | | OFF-PEAK | - | 0.05022 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| **COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE** | | | | |
| TOU-8-SEC-R | **TOU-8-SEC-R** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.30735 |
| | | MID-PEAK | - | 0.12100 |
| | | OFF-PEAK | - | 0.06161 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08854 |
| | | OFF-PEAK | - | 0.05128 |
| TOU-8-SEC-E | **TOU-8-SEC-E** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.43102 |
| | | MID-PEAK | - | 0.09106 |
| | | OFF-PEAK | - | 0.05445 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.12587 |
| | | OFF-PEAK | - | 0.06103 |
| | | SUPER OFF-PEAK | - | 0.03568 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 6.73 |
| | | WINTER TR MID-PEAK | - | 1.27 |
| TOU-8-SEC-B | **TOU-8-SEC-B** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.06952 |
| | | MID-PEAK | - | 0.06410 |
| | | OFF-PEAK | - | 0.06161 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08854 |
| | | OFF-PEAK | - | 0.05128 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 21.96 |
| | | SUMMER TR MID-PEAK | - | 7.08 |
| TOU-8-SEC-D | **TOU-8-SEC-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.10233 |
| | | MID-PEAK | - | 0.09106 |
| | | OFF-PEAK | - | 0.05445 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.07453 |
| | | OFF-PEAK | - | 0.06103 |
| | | SUPER OFF-PEAK | - | 0.03568 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 30.99 |
| | | WINTER TR MID-PEAK | - | 6.06 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-8-PRI-R | **TOU-8-PRI-R** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.30369 |
| | | MID-PEAK | - | 0.11318 |
| | | OFF-PEAK | - | 0.05782 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08756 |
| | | OFF-PEAK | - | 0.04893 |
| TOU-8-PRI-E | **TOU-8-PRI-E** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.41603 |
| | | MID-PEAK | - | 0.08517 |
| | | OFF-PEAK | - | 0.05097 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.11833 |
| | | OFF-PEAK | - | 0.05717 |
| | | SUPER OFF-PEAK | - | 0.03328 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 5.59 |
| | | WINTER TR MID-PEAK | - | 1.40 |
| TOU-8-PRI-B | **TOU-8-PRI-B** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.06529 |
| | | MID-PEAK | - | 0.05986 |
| | | OFF-PEAK | - | 0.05782 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08756 |
| | | OFF-PEAK | - | 0.04893 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 22.55 |
| | | SUMMER TR MID-PEAK | - | 7.05 |
| TOU-8-PRI-D | **TOU-8-PRI-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.09575 |
| | | MID-PEAK | - | 0.08517 |
| | | OFF-PEAK | - | 0.05097 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.06992 |
| | | OFF-PEAK | - | 0.05717 |
| | | SUPER OFF-PEAK | - | 0.03328 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 30.41 |
| | | WINTER TR MID-PEAK | - | 6.43 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-GS-1-A | **TOU-GS-1-A** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.17303 |
| | | MID-PEAK | - | 0.16156 |
| | | OFF-PEAK | - | 0.15471 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.10409 |
| | | OFF-PEAK | - | 0.09267 |
| TOU-GS-1-E | **TOU-GS-1-E** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.42544 |
| | | MID-PEAK | - | 0.16368 |
| | | OFF-PEAK | - | 0.10006 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.19100 |
| | | OFF-PEAK | - | 0.08647 |
| | | SUPER OFF-PEAK | - | 0.05178 |
| TOU-GS-1-PRI-E | **TOU-GS-1-PRI-E** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.41693 |
| | | MID-PEAK | - | 0.16041 |
| | | OFF-PEAK | - | 0.09806 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.18718 |
| | | OFF-PEAK | - | 0.08474 |
| | | SUPER OFF-PEAK | - | 0.05074 |
| TOU-GS-1-B | **TOU-GS-1-B** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.08481 |
| | | MID-PEAK | - | 0.07887 |
| | | OFF-PEAK | - | 0.07532 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.10409 |
| | | OFF-PEAK | - | 0.09267 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 15.09 |
| | | SUMMER TR MID-PEAK | - | 4.79 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-GS-1-D | **TOU-GS-1-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.12075 |
| | | MID-PEAK | - | 0.10847 |
| | | OFF-PEAK | - | 0.06691 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.11331 |
| | | OFF-PEAK | - | 0.07806 |
| | | SUPER OFF-PEAK | - | 0.05625 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 20.29 |
| | | WINTER TR MID-PEAK | - | 4.71 |
| TOU-GS-1-PRI-D | **TOU-GS-1-PRI-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.11834 |
| | | MID-PEAK | - | 0.10630 |
| | | OFF-PEAK | - | 0.06557 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.11104 |
| | | OFF-PEAK | - | 0.07650 |
| | | SUPER OFF-PEAK | - | 0.05513 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 19.88 |
| | | WINTER TR MID-PEAK | - | 4.62 |
| TOU-GS-1-LG | **TOU-GS-1-LG** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.42544 |
| | | MID-PEAK | - | 0.16368 |
| | | OFF-PEAK | - | 0.10006 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.19100 |
| | | OFF-PEAK | - | 0.08647 |
| | | SUPER OFF-PEAK | - | 0.05178 |
| TOU-GS-2-R | **TOU-GS-2-R** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.31913 |
| | | MID-PEAK | - | 0.14336 |
| | | OFF-PEAK | - | 0.07381 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.10326 |
| | | OFF-PEAK | - | 0.06065 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-GS-2-E | **TOU-GS-2-E** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.47953 |
| | | MID-PEAK | - | 0.10620 |
| | | OFF-PEAK | - | 0.06543 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.14714 |
| | | OFF-PEAK | - | 0.07322 |
| | | SUPER OFF-PEAK | - | 0.04320 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 5.94 |
| | | WINTER TR MID-PEAK | - | 1.15 |
| TOU-GS-2-B | **TOU-GS-2-B** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.08315 |
| | | MID-PEAK | - | 0.07730 |
| | | OFF-PEAK | - | 0.07381 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.10326 |
| | | OFF-PEAK | - | 0.06065 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 19.20 |
| | | SUMMER TR MID-PEAK | - | 6.37 |
| TOU-GS-2-D | **TOU-GS-2-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.11923 |
| | | MID-PEAK | - | 0.10620 |
| | | OFF-PEAK | - | 0.06543 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08919 |
| | | OFF-PEAK | - | 0.07322 |
| | | SUPER OFF-PEAK | - | 0.04320 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 27.35 |
| | | WINTER TR MID-PEAK | - | 5.55 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-GS-2-PRI-D | **TOU-GS-2-PRI-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.11685 |
| | | MID-PEAK | - | 0.10408 |
| | | OFF-PEAK | - | 0.06412 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08741 |
| | | OFF-PEAK | - | 0.07176 |
| | | SUPER OFF-PEAK | - | 0.04234 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 26.80 |
| | | WINTER TR MID-PEAK | - | 5.44 |
| TOU-GS-3-R | **TOU-GS-3-R** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.27884 |
| | | MID-PEAK | - | 0.12491 |
| | | OFF-PEAK | - | 0.06825 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08883 |
| | | OFF-PEAK | - | 0.05665 |
| TOU-GS-3-E | **TOU-GS-3-E** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.42004 |
| | | MID-PEAK | - | 0.09826 |
| | | OFF-PEAK | - | 0.06125 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.12778 |
| | | OFF-PEAK | - | 0.06853 |
| | | SUPER OFF-PEAK | - | 0.04046 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 5.64 |
| | | WINTER TR MID-PEAK | - | 0.98 |
| TOU-GS-3-PRI-E | **TOU-GS-3-PRI-E** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.41164 |
| | | MID-PEAK | - | 0.09629 |
| | | OFF-PEAK | - | 0.06003 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.12522 |
| | | OFF-PEAK | - | 0.06716 |
| | | SUPER OFF-PEAK | - | 0.03965 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 5.53 |
| | | WINTER TR MID-PEAK | - | 0.96 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-GS-3-B | **TOU-GS-3-B** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.07692 |
| | | MID-PEAK | - | 0.07138 |
| | | OFF-PEAK | - | 0.06825 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08883 |
| | | OFF-PEAK | - | 0.05665 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 17.33 |
| | | SUMMER TR MID-PEAK | - | 5.76 |
| TOU-GS-3-D | **TOU-GS-3-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.11038 |
| | | MID-PEAK | - | 0.09826 |
| | | OFF-PEAK | - | 0.06125 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08351 |
| | | OFF-PEAK | - | 0.06853 |
| | | SUPER OFF-PEAK | - | 0.04046 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 25.95 |
| | | WINTER TR MID-PEAK | - | 4.71 |
| TOU-GS-3-PRI-D | **TOU-GS-3-PRI-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.10817 |
| | | MID-PEAK | - | 0.09629 |
| | | OFF-PEAK | - | 0.06003 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08184 |
| | | OFF-PEAK | - | 0.06716 |
| | | SUPER OFF-PEAK | - | 0.03965 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 25.43 |
| | | WINTER TR MID-PEAK | - | 4.62 |
| TOU-EV-8 | **TOU-EV-8** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.43206 |
| | | MID-PEAK | - | 0.10620 |
| | | OFF-PEAK | - | 0.08246 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.16235 |
| | | OFF-PEAK | - | 0.09587 |
| | | SUPER OFF-PEAK | - | 0.04320 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-EV-9-SEC | **TOU-EV-9-SEC** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.38928 |
| | | MID-PEAK | - | 0.09106 |
| | | OFF-PEAK | - | 0.06841 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.13933 |
| | | OFF-PEAK | - | 0.07627 |
| | | SUPER OFF-PEAK | - | 0.03305 |
| **AGRICULTURAL AND PUMPING** | | | | |
| TOU-PA-2-A | **TOU-PA-2-A** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.28505 |
| | | MID-PEAK | - | 0.11274 |
| | | OFF-PEAK | - | 0.06762 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.09416 |
| | | OFF-PEAK | - | 0.05858 |
| TOU-PA-2-E | **TOU-PA-2-E** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.44385 |
| | | MID-PEAK | - | 0.09553 |
| | | OFF-PEAK | - | 0.06126 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.09401 |
| | | OFF-PEAK | - | 0.07285 |
| | | SUPER OFF-PEAK | - | 0.06081 |
| TOU-PA-2-E5 | **TOU-PA-2-E5** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.72016 |
| | | MID-PEAK | - | 0.15750 |
| | | OFF-PEAK | - | 0.06171 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.09454 |
| | | OFF-PEAK | - | 0.07328 |
| | | SUPER OFF-PEAK | - | 0.06117 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-PA-2-B | **TOU-PA-2-B** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.07620 |
| | | MID-PEAK | - | 0.06973 |
| | | OFF-PEAK | - | 0.06762 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.09416 |
| | | OFF-PEAK | - | 0.05858 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 12.52 |
| | | SUMMER TR MID-PEAK | - | 3.82 |
| TOU-PA-2-D | **TOU-PA-2-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.10728 |
| | | MID-PEAK | - | 0.09553 |
| | | OFF-PEAK | - | 0.06126 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.07995 |
| | | OFF-PEAK | - | 0.06167 |
| | | SUPER OFF-PEAK | - | 0.05124 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 16.59 |
| | | WINTER TR MID-PEAK | - | 2.91 |
| TOU-PA-2-D5 | **TOU-PA-2-D5** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.17763 |
| | | MID-PEAK | - | 0.15750 |
| | | OFF-PEAK | - | 0.06171 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08041 |
| | | OFF-PEAK | - | 0.06203 |
| | | SUPER OFF-PEAK | - | 0.05157 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 16.59 |
| | | WINTER TR MID-PEAK | - | 3.01 |
| TOU-PA-3-A | **TOU-PA-3-A** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.27510 |
| | | MID-PEAK | - | 0.09974 |
| | | OFF-PEAK | - | 0.05947 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08151 |
| | | OFF-PEAK | - | 0.05194 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-PA-3-E | **TOU-PA-3-E** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.40188 |
| | | MID-PEAK | - | 0.08363 |
| | | OFF-PEAK | - | 0.05384 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.09965 |
| | | OFF-PEAK | - | 0.07750 |
| | | SUPER OFF-PEAK | - | 0.02232 |
| TOU-PA-3-E5 | **TOU-PA-3-E5** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.66620 |
| | | MID-PEAK | - | 0.14089 |
| | | OFF-PEAK | - | 0.05276 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.10433 |
| | | OFF-PEAK | - | 0.08122 |
| | | SUPER OFF-PEAK | - | 0.02368 |
| TOU-PA-3-B | **TOU-PA-3-B** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.06709 |
| | | MID-PEAK | - | 0.06116 |
| | | OFF-PEAK | - | 0.05947 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.08151 |
| | | OFF-PEAK | - | 0.05194 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 13.91 |
| | | SUMMER TR MID-PEAK | - | 3.77 |
| TOU-PA-3-D | **TOU-PA-3-D** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.09402 |
| | | MID-PEAK | - | 0.08363 |
| | | OFF-PEAK | - | 0.05384 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.07363 |
| | | OFF-PEAK | - | 0.06031 |
| | | SUPER OFF-PEAK | - | 0.03535 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 16.83 |
| | | WINTER TR MID-PEAK | - | 2.97 |

**ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")**
**CALENDAR YEAR 2022 PROPOSED RATES**
**RATES EFFECTIVE AS OF 10/1/2022**

| SCE EQUIVALENT SCHEDULE | EPIC RATE SCHEDULE | UNIT/PERIOD | EPIC CURRENT RATE | EPIC PROPOSED 2022 RATE |
|---|---|---|---|---|
| TOU-PA-3-D5 | **TOU-PA-3-D5** | | | |
| | ENERGY CHARGE ($/KWH) | SUMMER | | |
| | | PEAK | - | 0.15898 |
| | | MID-PEAK | - | 0.14089 |
| | | OFF-PEAK | - | 0.05276 |
| | | WINTER | | |
| | | MID-PEAK | - | 0.07259 |
| | | OFF-PEAK | - | 0.05943 |
| | | SUPER OFF-PEAK | - | 0.03477 |
| | DEMAND CHARGE ($/KW) | SUMMER TR PEAK | - | 17.56 |
| | | WINTER TR MID-PEAK | - | 3.71 |
| **STREET AND OUTDOOR LIGHTING** | | | | |
| AL-2, LS-1, LS-2, LS-3, OL-1 | **LS-1** | | | |
| | ENERGY CHARGE ($/KWH) | | - | 0.05596 |
| TC-1 | **TC-1** | | | |
| | ENERGY CHARGE ($/KWH) | | - | 0.08869 |
| **100% RENEWABLE OPTION (EPIC Power100)** | | | | |
| Customers electing the 100% renewable service option will pay the applicable rate for the basic service option plus the 100% renewable premium charge. | | | | |
| | ENERGY CHARGE ($/KWH) | NON-RESIDENTIAL | 0.0100 | 0.0100 |
| | ENERGY CHARGE ($/KWH) | RESIDENTIAL CARE | 0.0100 | 0.0100 |
| | ENERGY CHARGE ($/KWH) | RESIDENTIAL | 0.0100 | 0.0100 |
| **NET ENERGY METERING OPTION (EPIC Empowerment)** | | | | |
| Customers with behind-the-meter generation can elect the NEM option and receive a payment or credit of $0.06/kWh for annual excess generation. | | | | |

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **CITY MANAGER'S OFFICE – FINANCE DIVISION**

**DISTRICT:** **ALL**

**SUBJECT:** **ADOPT RESOLUTION NO. CC 2022-065 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RESTATING IN ITS ENTIRETY THE PALMDALE MASTER SCHEDULE OF FEES AND REPEALING RESOLUTION NO. CC 2021-057**

## ISSUE

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

## RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2022-065 to authorize the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees for Service, effective July 1, 2022, and attached hereto;

2. Repeal Resolution No. CC 2021-057;

## BACKGROUND

Periodically, the City Council adopts Fee Resolutions, which 1) revise existing fees, rates, or charges; 2) establishes new fees, rates, or charges; or 3) revise headings or descriptive language for existing fees for the City's operating departments.

On June 15, 2021, the City Council adopted Resolution No. CC 2021-057 adopting a citywide fee schedule that was to be implemented in a biennial phased in approach, with some increases taking effect July 1, 2021 and some taking effect July 1, 2022. Resolution No. CC 2021-057 authorized proposed rates for Planning, Engineering and Building & Safety, in a biennial phase approach.

Additionally, the 2021-22 fee schedule was reformatted and as part of that process some information from the previously adopted 2017 Fee Schedule was unintentionally omitted.

Upon thorough review, the proposed Master Schedule of Fees has corrected this matter, restoring missing fees and policies.

## DISCUSSION

The State Constitution provides the authority for cities to impose user fees and regulatory fees for services and activities, however the fees may not exceed the estimated reasonable cost of providing the service or performing the activity.

In order to better achieve the City's policy regarding cost recovery goals and to minimize General Fund subsidies for services provided staff has identified inefficiencies, missing fees and/or processes.

Staff recommends that the City Council adopts Resolution No. CC 2022-065 to authorize proposed adjustments to the Palmdale Master Schedule of Fees for certain departments detailed in this staff report and presented in the attached Master Schedule of Fees, effective July 1, 2022.

### PARKS AND RECREATION

DryTown has two new rental items, glow in the dark inner tubes for evening events and smaller sized shade cabanas. Both of these items have been added to the fee schedule. With the CPI increase last year, cabana pricing for the larger units were changed to an odd figure. For marketing purposes, this fee is proposed to be slightly reduced. Similarly, for marketing and efficiency all fees have been increased to the nearest .25, which has historically been the practice. Fees and policies from the 2017 Fee Schedule which were unintentionally omitted in subsequent schedule updates have been restored.

One omitted policy, which defines how recreation program fees are to be established has been updated to reflect current recommendations, trends and practices. A recommendation from the user fee study conducted by Revenue & Cost Specialists, LLC suggested that the City Council develop a conscious policy as to what programs should be subsidized with tax monies in promoting social benefit and to what extent. Likewise, current industry best practices have shifted to a subsidy and cost recovery policy, titled pyramid methodology by BerryDunn.com and GreenPlay LLC. This methodology originated in the 1990's and is now widely practiced across the United States. The resulting pyramid model illustrates appropriate program subsidy levels and cost recovery targets, which provides the framework necessary for decision making. The bottom of the pyramid consists of basic services free to the public in the interest of social and community benefit. The top of the pyramid consists of services that are structured, specialized or are used by special interest groups or individuals. Services at the bottom of the pyramid are subsidized by City revenues, conversely services at the top of the pyramid are incrementally off-set by participation fees. Reference Fee Schedule attachment, Parks & Recreation Cost Recovery Pyramid.

Following the cost recovery methodology noted above, all associated parks and recreation program, league, admission, merchandise and processing fees have been itemized and added to the fee schedule. Most all proposed fees remain the same with two exceptions. New fees are called out in the fee description, these are expanded programs or admission offerings to better serve residents. In addition, DryTown Water Park fees are proposed to increase, 20% or less. Due to increased demand, a new season pass alternative has also been incorporated. Our practice has been to increase water park fees bi-annually, due to COVID we have not increased park fees since 2018.

## GIS FEES

The City has historically charged a 5% GIS fee on various Building & Safety, Planning and Engineering fees to recoup the City's GIS cost, which include software and labor required to track and maintain locations of any and all permits, assets and any additional items that have a geographical location within the City. Extensive staff time is required to maintain accurate GIS information, which is then used by City staff and the public for purposes of permitting, plan check, inspections, engineering and various aspects of planning. The public is also provided limited access to the City's GIS data, which aids in the application processes. See Exhibit J, attached.

## ECONOMIC & COMMUNITY DEVELOPMENT

Building & Safety and Planning divisions are proposing to add an Expedited Fee for the below services. The inclusion of this fee in the City's Master Schedule of Fees is a response to the developer community and the desire to have the option to request and pay for an expedited turnaround time on services. This is an optional fee.

*Exhibit A – Building & Safety*

- Expedited Plan Check

*Exhibit O - Planning*

- Expedited Conditional Use Permit (CUP)
- Expedited Preliminary Project Review to Development Advisory Board (DAB)
- Expedited Site Plan Review

## NEIGHBORHOOD SERVICES

There are no proposed changes to fees in the Neighborhood Services section of the Master Schedule of Fees, however, additional language has been added to show the specific code violations that are subject to administrative citations, as well as the City's policies for handling repeat violations, late payments and collections. See Exhibit K, attached.

## CONCLUSION

Any action by the City to levy a new fee or service charge or to approve an increase in an existing fee or service must be approved by ordinance or resolution. Before any new fee or service charge can be added to the Palmdale Fee Resolution, a public hearing must be held, and reasonable notice must be provided to the members of the community.

As such, Staff recommends that the City Council Adopt Resolution No. CC 2022-065 and Repeal Resolution No. CC 2021-057, authorizing the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees for Service, effective July 1, 2022.

## PUBLIC NOTICE PROCESS

A Public Hearing Notice regarding the citywide fee resolution was published in the local newspaper of general circulation on June 1, 2022, June 8, 2022, June 14, 2022, June 19, 2022, and again on June 26, 2022, at which time the public was invited to make oral and written presentation as part of the regularly scheduled meeting prior to the adoption of Resolution No. CC 2022-065. Additionally, written notice has been provided to interested parties at least 14 days prior to the public meeting to any interested party who filed written requests for mailed notice of meeting on new or increased development related fees or service charges.

## FISCAL IMPACT

Resolution No. CC 2022-065, if adopted, would allow certain fees to be adjusted and policies to be enacted, which will allow the City to better recoup costs and continue providing services to the community.

| | |
|---|---|
| Prepared by: | Janelle Samson, Director of Finance |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

## ATTACHMENTS

1. Resolution No. CC 2022-065
2. Proposed Master Schedule of Fees for Services FY 2022-23

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RESTATING IN ITS ENTIRETY THE PALMDALE MASTER SCHEDULE OF FEES AND REPEALING RESOLUTION NO. CC 2021-057

**WHEREAS**, the City Council has determined that City staff provides many types of services involving requests by City customers ("Applicants"); and the City imposes service fees ("Service Fees") and development-related fees ("Development Fees") upon Applicants to recover the costs of staff time, and other expenses related to providing these services; and

**WHEREAS**, current Service Fees and Development Fees charged for the City's Services do not adequately recoup the City's costs of providing certain Services and thus, a significant amount of these costs are currently paid out of the City's general fund and, therefore, borne by the general public; and

**WHEREAS**, the City Council finds that providing these Services is of special benefit to Applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these Services from Applicants who have sought the City's services by revising its schedule of City-Wide Fees; and

**WHEREAS**, the City desires to adjust certain fees up to the actual costs incurred to the City in providing these services;

1. Adopt Resolution No. CC 2022-065 restating in it's entirety the Palmdale Fee Schedule, effective July 1, 2022;
2. Authorize the proposed rates and policies as proposed in the City of Palmdale Master Schedule of Fees, attached hereto.

**WHEREAS**, notice of public hearing has been given pursuant to Government Code Section 6062a, and written notice has been provided to interested parties who filed written requests for mailed notice of meetings on new or increased development-related fees or service charges; and

**WHEREAS**, on June 15, 2022, the City Council continued the public hearing to June 29, 2022; and

**WHEREAS**, on June 29, 2022, the City Council continued the public hearing to July 13, 2022; and

**WHEREAS**, the City Council conducted a duly noticed public hearing on July 13, 2022 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**, at least ten (10) days prior to the public hearing referenced above, the City made available for public inspection information required under Government Code Section 66000, *et seq*.; and

**WHEREAS**, the City published notice of the public hearing as described above in accordance with Government Code Sections 6062(a), 66014, 66016, 66017 and 66018 for the various Service Fees and Development Fees.

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

**SECTION 1**. Repeal Resolution CC 2021-057 in its entirety.

**SECTION 2**. Adopt Resolution No. CC 2022-065 to authorize the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees for Service, attached hereto.

**SECTION 3**. The fees, charges, and requirements set forth in the Palmdale Fee Schedule attached hereto as the Master Schedule of Fees for Service for Fiscal Year 2022-23 and incorporated herein by reference are hereby approved and adopted as the City of Palmdale Fee Schedule to be imposed as set forth therein.

**SECTION 4**. Unless Federal or State regulations, or an ordinance of the City prohibits such or prescribes alternate procedures, any person subject to payment of the fees, rates, and charges established hereunder may apply to the City Manager for a waiver or reduction of such fees, rates, or charges. The application shall be made in writing and shall state in detail the factual basis for the request, including a description of the proposed project, program, activity, or other undertaking involved and the extraordinary benefits to the City resulting therefrom which justify the requested waiver or reduction of fees, rates, or charges. The City Manager may consider the application and upon a finding of extraordinary benefit to the City, waive or reduce such fee rate or charge. The determination of the City Manager shall be final and conclusive.

**SECTION 5**. The City Council hereby finds and determines that the existing, new or increased fees, rates, and charges established in this Resolution are in an amount reasonably necessary to recover the costs of providing the service, review, document, facility, or commodity for which such fee, rate, or charge is levied or authorized to be levied.

**SECTION 6**. The new rates, fees, and charges set forth in this Resolution shall become effective on the later of July 1, 2022 or the first date that the fees can legally be enforced, and ratified this date, July 13, 2022. The City Clerk is hereby directed to email a signed copy of the Master Schedule of Fees for Service to each City department.

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

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022 by the following vote:

_____

Approved as to form:

Steven D. Hofbauer, Mayor
Chair

ATTEST:

_____

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

_____

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

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____

Shanae S. Smith, City Clerk

# Master Schedule of Fees For Service

Proposed to the Palmdale City Council on

July 13, 2022

Effective 7/1/2022

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# The City of Palmdale

## Master Schedule of Fees for Service

**Proposed to the Palmdale City Council**

July 13, 2022

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| BUILDING & SAFETY | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| **A. General Fees** | | | |
| Investigation Fee for Work constructed Without a Permit: | | | |
| The investigation fee (Contractor) shall be equal to and in addition to the permit fees specified, but in no event shall the investigation fee be less than listed. | $ 350.00 | $ 350.00 | |
| Exception 1: The investigation fee (Homeowner) when the Building Official has determined that the owner-builder of a one family or two family dwelling, accessory building or accessory structure, had no knowledge that a permit was necessary and had not previously applied for a permit from Building and Safety office of the City of Palmdale. | $ 200.00 | $ 200.00 | |
| Exception 2: The foregoing provisions shall not apply to emergency work when it shall be proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit therefore before the commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so and if there is an unreasonable delay in obtaining such permit this exception shall not apply and the investigation fee shall be charged. | | | |
| The payment of the investigation fee shall not exempt any person from compliance with all other provisions nor from any penalty prescribed by law. | | | |
| Modifications Fee: | | | |
| A written application for the granting of such modifications shall be submitted together with a filing fee. | | | |
| up to 2 hours | $ 136.00 | $ 136.00 | Per hour |
| Additional fee above 2 hours | $ - | $ - | |
| Alternate Materials and Methods of Construction Fee: | | | |
| A written application for use of an alternate material or method of construction shall be submitted together with a filing fee. | | | |
| up to 2 hours | $ 210.00 | $ 210.00 | per hour |
| Additional fee above 2 hours | $ 136.00 | $ 136.00 | per hour |
| Appeals filing Fee: | $ 411.00 | $ 411.00 | |
| Noncompliance fee building for Group R, Division 3 Occupancies | $ 200.00 | $ 200.00 | |
| Noncompliance fee for all other occupancies, and shall be in addition to the fees specified elsewhere. | $ 350.00 | $ 350.00 | |
| Preliminary plan review Fees | | | |
| Building Per-site Evaluation (Commercial) | | | |
| Up to 2 hours | $ 210.00 | $ 210.00 | per hour |
| > 2 hours, or portion thereof (additional) per hour | $ 136.00 | $ 136.00 | per hour |
| Building Per-site Evaluation (Residential) | | | |
| Up to 2 hours | $ 210.00 | $ 210.00 | per hour |
| > 2 hours, or portion thereof (additional) | $ 136.00 | $ 136.00 | per hour |
| EXCEPTION: one staff member, not in excess of 15 minutes, shall charge no fee for a preliminary review. | | | |
| Special Inspector Registration fees | $ 140.00 | $ 140.00 | Annually |
| | | | |
| **B. Palmdale Building and Residential Code Permit and Plan Check Fees** | | | |
| TABLE 1-A – Building Permit Fees*[1,2,3,4,5] | | | |
| Total Valuation | | | |
| $0 to and including $700, | $ 42.00 | $ 42.00 | |
| More than $700 to and including $25,000, | $ 60.00 | $ 60.00 | |
| plus for each additional $1,000 or fraction thereof in excess of $1,000, | $ 21.32 | $ 21.32 | |
| $25,001 to and including $50,000, | $ 451.00 | $ 451.00 | |
| plus for each additional $1,000 or fraction thereof in excess of $25,000, | $ 16.25 | $ 16.25 | |
| $50,001 to and including $100,000, | $ 766.00 | $ 766.00 | |
| plus for each additional $1,000 or fraction thereof in excess of $50,000, | $ 12.22 | $ 12.22 | |
| $100,001 to and including $300,000, | $ 1,263.00 | $ 1,263.00 | |
| plus for each additional $1,000 or fraction thereof in excess of $100,000 | $ 8.45 | $ 8.45 | |
| $300,001 - $1million | $ 2,953.00 | $ 2,953.00 | |
| plus for each additional $1,000 or fraction thereof in excess of $300,000 | $ 8.00 | $ 8.00 | |
| $1 million -$10,000,000 | $ 8,553.00 | $ 8,553.00 | |
| plus for each additional $1,000 or fraction thereof in excess of $1 million | $ 7.50 | $ 7.50 | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| Over 10 million | $ 71,553.00 | $ 71,553.00 | |
| plus for each additional $1,000 or fraction thereof in excess of $10 million | $ 7.00 | $ 7.00 | |
| *Permit fees shall be increased by the following factors | | | |
| Group R - per $100,000 Valuation | $ 13.00 | $ 13.00 | |
| Other Occupancies - per $100,000 (PRC Code2705-2709.1) | $ 28.00 | $ 28.00 | |
| per $100,000 Valuation(HSC 18931.6) | $ 4.00 | $ 4.00 | |
| Certified Access Specialist (CASp) | | | |
| Inspection | $ 122.00 | $ 122.00 | per hour |
| Plan review | $ 136.00 | $ 136.00 | per hour |
| Records Report Letter | $ 122.00 | $ 122.00 | |
| | | | |
| The following fees shall be paid before a permit is issued, inspection made, occupancy allowed or device operated: | | | |
| In addition to the fees set forth in Items A thru W below, for issuance of each inspection application receipt (charge by the hour) | $ 32.00 | $ 32.00 | |
| A. For a site inspection not otherwise covered herein by a fee and which is regulated by the City of Palmdale | $ 122.00 | $ 122.00 | per hour |
| B. For inspection of any use, occupancy or change in use or occupancy: Group R or U Occupancy,(Residential) | $ 210.00 | $ 210.00 | |
| C. Occupancy groups other than R or U (Commercial) | | | |
| Affected floor area: | | | |
| Less than 5,000 square feet, | $ 122.00 | $ 122.00 | per hour |
| 5,001 to 10,000 square feet, | $ 122.00 | $ 122.00 | per hour |
| 10,000 to 100,000 square feet, | $ 122.00 | $ 122.00 | per hour |
| Above 100,000 square feet, | $ 122.00 | $ 122.00 | per hour |
| | | | |
| In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the initial and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with any provisions of this PBC. | | | |
| D. For inspection of the repair or rehabilitation of a building or structure declared substandard by notice filed with the Department of Registrar Recorder, the fee shall not be less than $122 per hour based on the number of hours required to complete the inspection | $ 122.00 | $ 122.00 | |
| E. For inspection of the demolition of a building or structure (including sewage system termination), $200 | $ 200.00 | $ 200.00 | |
| F. For inspection or reinspection of Group A, Division 4 structures, each | $ 122.00 | $ 122.00 | per hour |
| G. For inspection of structures or devices regulated by Chapter 66: | | | |
| The first structure or device (charge by the hour no matter # of structures) | $ 122.00 | $ 122.00 | per hour |
| H. For application and investigation for relocation building permits as required by Chapter 68: | | | |
| Floor area: Up to 2,500 square feet (charge by the hour, not square footage) | $ 122.00 | $ 122.00 | Per hour |
| I. For investigation and/or permit for trailer coaches as required by Chapter 69 | $ 122.00 | $ 122.00 | Per hour |
| J. For inspection outside of normal business hours, per hour | $ 122.00 | $ 122.00 | per hour. 4 hr minimum |
| K. For inspection for which no fee is specifically indicated, per hour | $ 122.00 | $ 122.00 | Per hour |
| L. For inspection of barriers for swimming pools, spas and hot tubs, per hour | $ 122.00 | $ 122.00 | Per hour |
| M. For a single copy of a microfilmed permit | $ 3.00 | $ 3.00 | |
| N. For determining occupant load for purposes of parking requirements pursuant to the Zoning Ordinance, per hour | $ 136.00 | $ 136.00 | Per hour |
| O. For reproduction of or generation of standard permit reports per month (Statistical Report Permit) | $ 34.00 | $ 34.00 | |
| P. For assignment of house numbers | $ 52.00 | $ 52.00 | |
| Q. For additional review required by changes, additions or revisions of approved or resubmitted plans or reports, per hour | $ 136.00 | $ 136.00 | |
| R. For additional review required beyond the initial and second check of plans or reports | 10% of original fee for each plan check after 3rd review | 10% of original fee for each plan check after 3rd review | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| S. For the issuance of a certificate of occupancy | $ 100.00 | $ 100.00 | |
| T. For the issuance of a temporary certificate of occupancy | $ 150.00 | $ 150.00 | |
| U. For each extension of a temporary certificate of occupancy | $ 100.00 | $ 100.00 | |
| V. Notice and Order Processing Fees Service Fee | | | |
| (a) Processing | $ 122.00 | $ 122.00 | per hour |
| (b) Recording or resending of notice | $ 122.00 | $ 122.00 | per hour |
| (c) Preparation of Job Specifications | $ 122.00 | $ 122.00 | per hour |
| (d) City Council Documents | $ 122.00 | $ 122.00 | per hour |
| (e) Contract Cancellation | $ 122.00 | $ 122.00 | per hour |
| (f) Contract Performance Inspection | $ 122.00 | $ 122.00 | per hour |
| (g) Billing | $ 122.00 | $ 122.00 | per hour |
| (h) Record Special Assessment | $ 122.00 | $ 122.00 | per hour |
| (i) Filing of Special Assessment | $ 122.00 | $ 122.00 | per hour |
| Plan Checking or Review Fees for Buildings or Structures | | | |
| When an application for a building permit is submitted for review, whether or not plans and specifications are required by Section 106.4.2, *a fee shall be paid to the Building Official. Said fee shall be equal to 85 percent of the building permit fee* as set forth in Table 1-A, provided. In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with other provisions of this PBC. | $ 136.00 | $ 136.00 | per hour |
| $0 - $5,000 | 85% of Permit Fee w/minimum fee of $136.00 | 85% of Permit Fee w/minimum fee of $136.00 | |
| $5,001 - $25,000 | 85% of Permit Fee w/minimum fee of $136.00 | 85% of Permit Fee w/minimum fee of $136.00 | |
| $25,001 - $50,000 | 85% of Permit Fee w/minimum fee of $136.00 | 85% of Permit Fee w/minimum fee of $136.00 | |
| $50,001 - $100,000 | 85% of Permit Fee w/minimum fee of $136.00 | 85% of Permit Fee w/minimum fee of $136.00 | |
| $100,001 - $300,000 | 85% of Permit Fee w/minimum fee of $136.00 | 85% of Permit Fee w/minimum fee of $136.00 | |
| $300,001 - $1million | 85% of Permit Fee w/minimum fee of $136.00 | 85% of Permit Fee w/minimum fee of $136.00 | |
| $1million - $10million | 85% of Permit Fee w/minimum fee of $136.00 | 85% of Permit Fee w/minimum fee of $136.00 | |
| | | | |
| The fees specified in this section are separate fees from the permit fees specified above. | | | |
| Expedited Plan Check fee available for the processing of first time plan checks and re-checks for an additional 50% of the original Plan Check Fee. | | Additional 50% of Original Plan Check Fee | |
| **Standard Plans** | | | |
| The Building Official may approve a set of plans for a building or structure as a "standard plans," provided that the applicant has made proper application, submitted complete sets of plans as required by this section, and paid the plan checking fee required above, or fee listed for standard plans, whichever is greater. | 50% plan check fee | 50% plan check fee | |
| Plans shall reflect laws and ordinances in effect at the time a permit is issued except as provided herein below in this section. Nothing in this section shall prohibit modifying the permit set of plans to reflect changes in laws and ordinances, which have become effective since the approval of the standard plan. *The standard plans shall become null and void where the work required by such changes exceeds ten percent of the value of the building or structure. When it is desired to use an approved "standard plan" for an identical structure, two plot plans and one duplicate plan shall be submitted and a plan checking fee equal to 70 percent of the full plan checking fee required above shall be paid at the time application is made for such identical structure .* Such duplicate plans shall be compared, stamped and kept on the project site. In case of deviation from this standard plan, except as permitted in this section, complete plans, together with a full plan-checking fee, shall be submitted for the proposed work. | | | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| Standard plans shall be valid for a period of one year from the date of approval. The standard plan can be extended by the Building Official an additional year upon payment of an extension fee equal to 30% of the original fee providing the standard plans are being restandardized under the same year codes as the original standard plan approval. | | | |
| | | | |
| 107.4 Expiration of Plan Application | | | |
| Applications for building, grading, landscape and relocation building permits for which no permit is issued within one year following the date of application shall expire by limitation. Plans and specifications previously submitted may thereafter be returned to the applicant or destroyed by the Building Official or City Engineer. The Building Official or City Engineer may extend the time for action by the applicant for a period not exceeding six months beyond the one-year limit upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken and upon payment of an extension fee equal to 25 percent of the plan check fee. No permit application shall be extended more than once. Once an application has expired, the applicant shall resubmit plans and specifications and pay a new 100% plan check fee. | 25% of plan check fee | 25% of plan check fee | |
| | | | |
| **C. Electrical Code Permit and Plan Check Fees** | | | |
| Except as otherwise provided in the PAP, at the time of filing an application a fee shall be paid to the City of Palmdale as set forth in this Section. | | | |
| Electrical Permit Fees. | | | |
| | | | |
| PERMITS | | | |
| For issuing permits, each | $ 32.00 | $ 32.00 | |
| | | | |
| System Fee Schedule | | | |
| (Note: The following do not include permit-issuance fees.) | | | |
| | | | |
| New Residential Buildings | | | |
| The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time. | | | |
| | | | |
| For new multifamily residential buildings (apartments and condominiums) having three (3) or more living units not including garages, carports, and other noncommercial automobile storage areas constructed at the same time, per square foot | $ 0.11 | $ 0.11 | |
| | | | |
| For garages, carports, and other accessory buildings, used in conjunction with multifamily residential buildings use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE. | | | |
| | | | |
| For new single or two-family residential buildings not including garages, carports and other minor accessory buildings constructed at the same time, per square foot | $ 0.11 | $ 0.11 | |
| | | | |
| For garages, carports and other minor accessory buildings constructed at the same time as single or two-family residential buildings, a fee will not be required. For other types of residential occupancies and alterations, additions and modifications to existing residential buildings, use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE. | | | |
| | | | |
| Private Swimming Pools | | | |
| For new private, residential, in ground swimming pools for single or multi-family occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each | $ 75.00 | $ 75.00 | |
| New Commercial Swimming Pools / Spas | $ 75.00 | $ 75.00 | |
| | | | |
| For other types of swimming pools, therapeutic whirlpools, spas, hot tubs and alterations to existing swimming pools, each | $ 51.00 | $ 51.00 | |
| | | | |
| Carnivals and Circuses | | | |
| Carnivals, circuses or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions: | | | |
| | | | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| For electric generators and electrically driven rides, each | | $ 26.00 | |
| For mechanically driven rides and walk-through attractions or displays having electric lighting, each | $ 26.00 | | each ride/display with electrical + Electrical Permit Fee |
| For a system of area and booth lighting, each | $ 15.95 | $ 15.95 | |
| For permanently installed rides, booths, displays and attractions, use UNIT FEE SCHEDULE. | | | |
| | | | |
| Temporary Power Service | | | |
| For a temporary service power pole or pedestal, including all pole or pedestal mounted receptacle outlets and appurtenances, each | $ 42.00 | $ 42.00 | |
| For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, fireworks stands, sales booths, additional pole, etc., each | $ 21.00 | $ 21.00 | |
| | | | |
| Branch Circuit and Unit Fee Schedules | | | |
| (Note 1: The following do not include permit issuance fees. Note 2: Where appropriate either fee schedule may be used.) | | | |
| Branch Circuit Fees (Alternate to Unit Fees) | | | |
| Branch circuit fees apply to new branch circuit wiring and the lighting fixtures, switches and receptacles, which are supplied by these branch circuits, including their outlets. | | | |
| For 15 or 20 ampere 120 volt lighting or general use receptacles: | | | |
| First 10 branch circuits, each | $ 24.00 | $ 24.00 | |
| Each additional branch circuit from 11 to 40 inclusive | $ 24.00 | $ 24.00 | |
| Each additional branch circuit over 40 | $ 24.00 | $ 24.00 | |
| For 15 or 20 ampere 208 volt to 277 volt lighting, each | $ 24.00 | $ 24.00 | |
| EXCEPTION. An individual multi wire branch circuit supplying one appliance may be counted as one circuit. | | | |
| Inspection not specified - 1/2 hr | $ 60.00 | $ 60.00 | |
| Inspection not specified - 1 hr | $ 120.00 | $ 120.00 | |
| Unit Fees (Alternate to Branch Circuit Fees) | | | |
| Receptacle, Switch, Lighting, or other: | | | |
| For receptacle, switch, lighting, or other outlets at which current is used or controlled, except services, feeders and meters | | | |
| First 20, each | $ 3.00 | $ 3.00 | |
| Additional outlets, each | $ 1.00 | $ 1.00 | |
| (Note: For multi-outlet assemblies, each five feet or fraction thereof may be considered as one outlet.) | | | |
| | | | |
| Lighting Fixtures | | | |
| For lighting fixtures, sockets, or other lamp-holding devices: | | | |
| First 20, each | $ 3.00 | $ 3.00 | |
| Additional fixtures, each | $ 2.00 | $ 2.00 | |
| For pole or platform mounted lighting fixtures, each | $ 3.00 | $ 3.00 | |
| For theatrical-type lighting fixtures or assemblies, each | $ 3.00 | $ 3.00 | |
| | | | |
| Residential Appliances of Three Horsepower or Less | | | |
| For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room, console, or through-wall air conditioners, space heaters, food-waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances, not exceeding three (3) horsepower (HP) in rating, each | $ 12.00 | $ 12.00 | |
| | | | |
| (Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.) | | | |
| | | | |
| Other Appliances of Three Horsepower or Less | | | |
| For any appliance installed in a nonresidential occupancy and not exceeding three (3) horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA) in rating, including medical and dental devices, food, beverage, and ice cream cabinets, illuminated showcases, drinking fountains, vending machines, laundry machines, or other similar types of equipment, each | $ 15.00 | $ 15.00 | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| | | | |
| (Note 1: As used in the above sentence, "nonresidential occupancy" includes but is not limited to hotels and motels but excludes apartments and single-family dwellings. Note 2: For other types of air conditioners and other motor driven appliances having larger electrical ratings, see Power Apparatus.) | | | |
| | | | |
| Power Apparatus | | | |
| For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus with a rating as follows: | | | |
| | | | |
| Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (K-VA), or kilovolt-amperes-reactive (K-VAR): | | | |
| Rating over 3 and not over 10, each | $57.00 | $57.00 | |
| Rating over 10 and not over 50, each | $57.00 | $57.00 | |
| Rating over 50 and not over 100, each | $57.00 | $57.00 | |
| Rating over 100, each | $57.00 | $57.00 | |
| | | | |
| (Note 1: For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2. | | | |
| These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.) | | | |
| | | | |
| (Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.) | | | |
| | | | |
| Signs, Outline Lighting, and Marquees | | | |
| For signs, outline lighting systems, or marquees supplied from one branch circuit, each | $ 37.00 | $ 37.00 | |
| For additional branch circuits within the same sign, outline lighting system, or marquee, each | $ 12.00 | $ 12.00 | |
| | | | |
| Services, Switchboards, Switchboard Sections, Motor-Control-Centers and Panelboards | | | |
| For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and not over 399 amperes in rating, each | | | |
| up to 399 Amps | $ 38.00 | $ 38.00 | |
| 400-1000 Amps | $ 73.00 | $ 73.00 | + Electrical Permit Fee |
| over 1000 Amp | $ 155.00 | $ 155.00 | + Electrical Permit Fee |
| For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and over 399 amperes to 1,000 amperes in rating, each | $ 73.00 | $ 73.00 | |
| up to 399 Amps | $ 38.00 | $ 38.00 | + Electrical Permit Fee |
| 400-1000 Amps | $ 73.00 | $ 73.00 | + Electrical Permit Fee |
| over 1000 Amp | $ 155.00 | $ 155.00 | + Electrical Permit Fee |
| | | | |
| For services, switchboards, switchboard sections, motor control centers and panelboards over 600 volts or over 1,000 amperes in ratings, each | $ 155.00 | $ 155.00 | |
| | | | |
| Other Inspections | | | |
| For each extra inspection resulting from defective workmanship or materials, each | $ 122.00 | $ 122.00 | per hour |
| | | | |
| For inspection of electrical equipment for which no fee is herein set forth and for emergency inspections for the time consumed: | | | |
| General Inspection per Permit (Commercial) | | | |
| For the first 1/2 hour, or fraction thereof | $ 60.00 | $ 60.00 | |
| Or, for each hour, or fraction thereof | $ 120.00 | $ 120.00 | |
| General Inspection per Permit (Residential) | | | |
| For the first 1/2 hour, or fraction thereof | $ 60.00 | $ 60.00 | |
| Or, for each hour, or fraction thereof | $ 120.00 | $ 120.00 | |
| | | | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| For any single hazardous location area, as defined in Article 100 of the National Electrical Code, larger than 2,000 sq. ft. or an aggregate area consisting of smaller hazardous location areas totaling over 2,000 sq. ft., a surcharge in addition to any other applicable fees, each | $ 210.00 | $ 210.00 | |
| | | | |
| For investigation and review of test reports from local testing laboratories, or to comply with the requirements of Section 83-3, alternate materials and methods: Reports for one (1) to ten (10) electrical items, apparatus, machine tools, appliances or other electrical equipment | $ 136.00 | $ 136.00 | per hour |
| For investigation of alternate materials and methods performed by the Chief Electrical Inspector, as required by Section 83-3 of the Palmdale Electrical Code: | | | |
| For the initial filing fee | $ 276.00 | $ 276.00 | |
| For each hour or fraction thereof, in excess of two | $ 136.00 | $ 136.00 | |
| | | | |
| In addition to the aforementioned fees, the Building Official may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant. | $ 136.00 | $ 136.00 | |
| | | | |
| Photovoltaic System (PV) | | | |
| Residential | | | |
| Flat fee up to 10 Kw | $ 450.00 | $ 450.00 | |
| above 10 KW, $15 per KW (per Government Code 66015) | $ 15.00 | $ 15.00 | |
| Inspection (plus fully allocated hourly rate for re-inspection) | $ - | $ - | included w/ PV permit |
| Re-inspection | $ 122.00 | $ 122.00 | |
| Non-residential - Less than 600V | | | |
| Flat fee up to 50kW | $ 1,000.00 | $ 1,000.00 | |
| 51kW to 250kW, $7 per kW | $ 7.00 | $ 7.00 | |
| Above 250kW, $5 per KW (per Government Code 66015) | $ 5.00 | $ 5.00 | |
| Non-residential - 600V or more | | | |
| Flat fee up to 50kW | $ 1,000.00 | $ 1,000.00 | |
| 51kW to 250kW, $7 per kW | $ 7.00 | $ 7.00 | |
| Above 250kW, $5 per KW (per Government Code 66015) | $ 5.00 | $ 5.00 | |
| Thermal Photovoltaic Systems | | | |
| Flat fee up to 30kW | $ 1,000.00 | $ 1,000.00 | |
| 30kW to 260kW, $7 per kW | $ 7.00 | $ 7.00 | |
| Above 260kW, $5 per kW or based on project valuation | $ 5.00 | $ 5.00 | |
| Pedestal | | | |
| Up to 399 Amps | $ 38.00 | $ 38.00 | |
| 400 to 1000 Amps | $ 73.00 | $ 73.00 | |
| Over 1000 Amps | $ 155.00 | $ 155.00 | |
| Vehicle Charging Station | | | |
| Residential | $ 33.00 | $ 33.00 | |
| Commercial (based on project valuation) | $ - | $ - | Fee Based on Project Valuation |
| | | | |
| **Electrical Plan Check Fees** | | | |
| Plans are required to be submitted for any of the work described below. A plan checking fees shall be paid when the plans are submitted for review. With respect to the work described below wiring shall not be installed, nor any other work for which a permit is required shall be done, until the plans have been approved. Only after the plans have been approved may the applicant apply for an electrical permit for such work. Plans are required for the following: | | | |
| (1) An Installation where one or more services, switchboards, motor control centers or feeders have a rating of 400 amperes or larger at 600 volts or less; | | | |
| (2) Any installations rated above 600 volts; | | | |
| (3) Theaters or motion picture theaters; | | | |
| (4) Assembly rooms or similar places having an assemblage or seating capacity exceeding 500 persons; | | | |
| (5) A hospital or other health care facility falling within the scope of Article 517 of the Electrical code; | | | |
| (6) Installations in locations classed as hazardous locations by the provisions of Chapter 5 of the Electrical code; | | | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| (7) Installation of lighting fixtures weighing more than 300 pounds; | | | |
| (8) Tenant improvement installations requiring review to verify compliance with the State's Electrical Energy Conservation requirements (Title 24). This energy plan check is in addition to the plan check required above. | | | |
| The fee for each plan check pursuant to subsection above shall be equal to seventy percent (70%) of the required permit fee, however, the minimum fee shall be | $ 136.00 | $ 136.00 | |
| Maintenance Electrician Registration Fee | $ 170.00 | $ 170.00 | annually |
| | | | |
| **D. Plumbing/Sewer Permit and Plan Check Fees** | | | |
| Plumbing Sewer and private sewage disposal permit fees shall be paid as follows. For the purpose of this section, a sanitary plumbing outlet on which or to which a plumbing fixture or appliance may be set or attached shall be construed to be a fixture. Built in dishwashers shall be construed fixtures whether individually trapped or not. Fees for reconnection and retest of existing plumbing systems in relocated buildings shall be based on the number of plumbing fixtures, gas systems, water heaters, etc., involved. When interceptor traps or house trailer site traps are installed at the same time as a house sewer on any lot, no sewer permit shall be required for the connection of any such trap to an appropriate inlet fitting provided in the house sewer by the permittee constructing such sewer. When a permit has been obtained to connect an existing building or existing work to the public sewer, or to connect to a new private disposal facility, backfilling of private sewage disposal facilities abandoned consequent to such connection is included in the house sewer permit. | | | |
| General Inspection per Permit (Commercial) | | | |
| For each hour, or fraction thereof | $ 120.00 | $ 120.00 | |
| General Inspection per Permit (Residential) | | | |
| For each hour, or fraction thereof | $ 120.00 | $ 120.00 | |
| Plumbing permit fees shall be as follows: | | | |
| For issuing each permit, | $ 32.00 | $ 32.00 | |
| In addition: | | | |
| For each plumbing fixture or trap or set of fixtures on one trap (including drainage, vent, water piping and backflow prevention devices therefore) (hose bibbs are considered fixtures), | $ 16.00 | $ 16.00 | |
| For each permanent-type dishwasher, whether individually trapped or not, | $ 16.00 | $ 16.00 | |
| For future stacks or branches, each waste inlet, | $ 16.00 | $ 16.00 | |
| For each roof drain, | $ 16.00 | $ 16.00 | |
| For each drainage or sewer backwater valve, | $ 16.00 | $ 16.00 | |
| For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps, | $ 16.00 | $ 16.00 | |
| For each swimming pool drainage trap and receptor, whether connected to a building drain or a building sewer (water supply for pool not included), | $ 16.00 | $ 16.00 | |
| For each gas piping system on any one meter or alteration, extension or retest of existing gas piping system: | | | |
| Low pressure system: | | | |
| Five or fewer outlets, | $ 16.00 | $ 16.00 | |
| For each additional outlet over five, | $ 4.00 | $ 4.00 | |
| Medium or high pressure system: | | | |
| Each system, | $ 16.00 | $ 16.00 | |
| Additional fee for each outlet, | $ 4.00 | $ 4.00 | |
| For each gas meter not under control and maintenance of the serving gas supplier, | $ 16.00 | $ 16.00 | |
| For each gas pressure regulator other than appliance regulators, | $ 16.00 | $ 16.00 | |
| For each water heater and/or vent, | $ 20.00 | $ 20.00 | |
| For repair or alteration of drainage and/or vent piping, each fixture, | $ 16.00 | $ 16.00 | |
| For each piece of water-treating equipment, | $ 16.00 | $ 16.00 | |
| For each water pressure regulator, | $ 16.00 | $ 16.00 | |
| For potable water (Main Water Line) not covered elsewhere in fee schedule: | | | |
| 1-1/2 inch and smaller, | $ 48.00 | $ 48.00 | |
| 2 inches to 3 inches, | $ 48.00 | $ 48.00 | |
| Over three inches, | $ 48.00 | $ 48.00 | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| For replacing water piping in a Residential/Multi -family building, (1) each fixture, each water-treating device and each piece of water-using or dispensing equipment, or (2) each branch or riser that has none of the above items connected thereto, | $ 8.00 | $ 8.00 | |
| For sprinkling systems on any one meter, each backflow prevention device therefore, | $ 16.00 | $ 16.00 | |
| For each backflow prevention device on unprotected water supplies, pools, tanks, vats, etc. (including incidental water piping), | $ 16.00 | $ 16.00 | |
| For each trap primer, | $ 16.00 | $ 16.00 | |
| For each solar potable water-heating system, including water heater and vent, | $ 16.00 | $ 16.00 | |
| For the connection of a house sewer to a public sewer, or for the extension of a house lateral onto a lot for future use (separate permit required for each such connection or extension), | $ 38.00 | $ 38.00 | |
| For each house sewer manhole, | $ 45.00 | $ 45.00 | |
| For each installation of a section of house sewer for future use, | $ 29.00 | $ 29.00 | |
| For the connection of each additional building or additional work to a house sewer, | $ 29.00 | $ 29.00 | |
| For the connection of a house sewer to a private sewage disposal system, | $ 29.00 | $ 29.00 | |
| For each private sewage disposal system (septic tank and seepage pit or pits and/or drain field), | $ 120.00 | $ 120.00 | |
| For each grey water system (storage tanks and disposal/irrigation fields), | $ 120.00 | $ 120.00 | |
| For each cesspool, overflow seepage pit, percolation test pit, swimming pool drywell, or drain field extension or replacement, | $ 45.00 | $ 45.00 | |
| For disconnection, abandonment, alteration or repair of any house sewer or private sewage disposal system or part thereof, | $ 29.00 | $ 29.00 | |
| On Site Sewer per 100 linear feet | | | |
| | | | |
| A plumbing plan checking fee as indicated shall be paid to the Plumbing Official at the time of submitting plans and specifications for work described in this subsection. | | | |
| Said fee shall be equal to 40 percent of the required plumbing permit. | | | |
| 1. More than 216 waste fixture units; | | | |
| 2. Potable water supply piping required to be 2" or larger; or | | | |
| 3. Fuel gas piping required to be 2" or larger or containing medium or high pressure gas. | | | |
| | | | |
| If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows: | | | |
| 1. Combination waste and vent system | $ 165.00 | $ 165.00 | |
| 2. Gas system containing an earthquake actuated shutoff valve | $ 58.00 | $ 58.00 | |
| 3. Chemical waste system | $ 33.00 | $ 33.00 | |
| 4. Rainwater system | $ 105.00 | $ 105.00 | |
| | | | |
| The minimum plan-checking fee (including all surcharges) | $ 136.00 | $ 136.00 | |
| For plan checking individual systems not required to be reviewed under subsection 103.11.1 above: | | | |
| 1. Combination waste and vent system | $ 165.00 | $ 165.00 | |
| 2. Gas system containing an earthquake actuated shutoff valve | $ 58.00 | $ 58.00 | |
| 3. Chemical waste system | $ 33.00 | $ 33.00 | |
| 4. Rainwater system | $ 105.00 | $ 105.00 | |
| 5. Grey Water system | $ 92.00 | $ 92.00 | |
| Exception: Plan check is not required for an earthquake actuated gas shut-off valve if the valve has a pressure loss through it of less than 10 feet of equivalent length of pipe in the line that it is installed. | | | |
| | | | |
| In addition to the aforementioned fees, the Building Official may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant. | | | |
| The payment of said fees shall not exempt any person from compliance with other provisions of this PPC. | $ 136.00 | $ 136.00 | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| | | | |
| **E. Mechanical Permit and Plan Check Fees** | | | |
| General Inspection per Permit (Commercial) | | | |
| For the first 1/2 hour, or fraction thereof | $ 60.00 | $ 60.00 | |
| Or, for each hour, or fraction thereof | $ 120.00 | $ 120.00 | |
| General Inspection per Permit (Residential) | | | |
| For the first 1/2 hour, or fraction thereof | $ 60.00 | $ 60.00 | |
| Or, for each hour, or fraction thereof | $ 60.00 | $ 60.00 | |
| Permits required by this PMC shall, at the time of filing an application therefore, pay a fee as required by this section. | | | |
| 1. For the issuance of each permit | $ 32.00 | $ 32.00 | |
| 2. For the installation, alteration or relocation of each refrigeration compressor or absorption unit, and for each fuel-burning furnace, heater, boiler, and vented decorative appliance including vents attached thereto: | | | |
| Up to and including 100,000 Btu | $ 26.00 | $ 26.00 | |
| More than 100,000 Btu up to and including 500,000 Btu | $ 51.00 | $ 51.00 | |
| More than 500,000 Btu | $ 125.00 | $ 125.00 | |
| 3. For each air inlet and air outlet served by any air conditioning system | $ 5.00 | $ 5.00 | |
| Or, when the number of air inlets and outlets is unknown, for each 1,000 square feet or fraction thereof of conditioned area | $ 36.00 | $ 36.00 | |
| (NOTE: An air-conditioning system includes heating and/or cooling.) | | | |
| 4. For the installation, relocation or replacement of each appliance vent installed and not included in any appliance permit | $ 13.00 | $ 13.00 | |
| 5. For the installation or alteration of each air-handling unit for air conditioning, including ducts attached thereto: | | | |
| Up to and including 2,000 cfm: | | | |
| Each unit up to 10 | $ 13.00 | $ 13.00 | |
| Each unit over 10 | $ 4.00 | $ 4.00 | |
| More than 2,000 cfm to and including 10,000 cfm | $ 39.00 | $ 39.00 | |
| More than 10,000 cfm | $ 65.00 | $ 65.00 | |
| NOTE: This fee shall not apply to an air-handling unit which is a portion of a factory-assembled air-conditioning appliance for which a permit is required elsewhere in this PMC. | | | |
| 6. For each evaporative cooler other than portable type | $ 21.00 | $ 21.00 | |
| 7. For ventilation fans which serve a single register: | | | |
| Each fan up to 10 | $ 15.00 | $ 15.00 | |
| Each fan over 10 | $ 6.00 | $ 6.00 | |
| 8. For each ventilation system that is not a portion of any air-conditioning system for which a permit is required elsewhere in this PMC | $ 34.00 | $ 34.00 | |
| For the installation of each commercial kitchen hood, or product-conveying duct system, served by mechanical exhaust, including the fans and ducts attached thereto | $ 70.00 | $ 70.00 | |
| 1. Spray booth | $ 70.00 | $ 70.00 | |
| 2. Duct Detector | $ 10.00 | $ 10.00 | |
| 3. For the installation of each fire damper | $ 11.00 | $ 11.00 | |
| 4. For the alteration of an existing duct system for which a permit is not required elsewhere in this PMC | $ 8.00 | $ 8.00 | |
| **Mechanical Plan Check Fees** | | | |
| 1. Installations where the aggregate Btu input capacity for either comfort heating or comfort cooling is more than 500,000 BTU. Plans shall detail all the mechanical systems, including comfort heating systems, comfort cooling systems, refrigeration systems and ventilation systems and hoods. | | | |
| 2. Installations of the following individual systems: | | | |
| (i) Food processing establishment containing a commercial-type I or II hood; | | | |
| (ii) Garage ventilation systems installed in compliance with the provisions of the Palmdale Building Code; | | | |
| (iii) Stair pressurization systems installed in compliance with the provisions of the Palmdale Building Code; | | | |
| (iv) Product conveying duct systems installed in compliance with Chapter 5 of this PMC; | | | |

| BUILDING & SAFETY | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| (v) Tenant improvement installations requiring review to verify compliance with the State's Energy Regulations. | | | |
| When a building permit is not required for that work the plan check fee shall be $28.00/1000 square feet of conditioned space; | $ 28.00 | $ 28.00 | |
| provided however, the minimum fee | $ 55.00 | $ 55.00 | |
| Direct-fired gas makeup and industrial air heaters | | | |
| The installer shall submit plans showing the proposed installation, indicating the location of the heater and such accessories as may be required to ensure the proper and safe performance of its function. | | | |
| A plan-checking fee shall be paid to the Mechanical Official at the time of submitting the plans and specifications. Said fee shall be: | | | |
| The fee shall be equal to 50 percent of the required mechanical permit fee as set forth in the PMC. | 50% plan check fee | 50% plan check fee | |
| EXCEPTION: Identical appliances of 100,000 Btu or less, installed in a single building: | | | |
| Up to and including 10, 50 percent of permit fee | | | |
| For each appliance over 10, an additional 5 percent of its permit fee | | | |
| If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows: | | | |
| (i) Food processing establishments containing a commercial type I or II hood | $ 167.00 | $ 167.00 | |
| (ii) Garage ventilation systems installed in compliance with the provisions of Title 26 of the Palmdale City code | $ 167.00 | $ 167.00 | |
| (iii) Stair pressurization systems installed in compliance with the provisions of Title 26 of the Palmdale City code | $ 167.00 | $ 167.00 | |
| (iv) Product conveying systems installed in compliance with Chapter 5 of this PMC | $ 167.00 | $ 167.00 | |
| The minimum plan checking fee shall be | $ 136.00 | $ 136.00 | |
| In addition to the aforementioned fees, the Mechanical official may require additional charges at the rate listed per hour for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant. The payment of said charges shall not exempt any person from compliance with other provisions of the PMC. | $ 136.00 | $ 136.00 | |
| **Building Codes Bail Schedule** | | | |
| Building Code 8.04.220 PMC Violations and Penalties Building Code Chapter 70, Excavation and Grading | $100.00 - $500.00 | $100.00 - $500.00 | |
| 8.04.290 PMC | $100.00 - $500.00 | $100.00 - $500.00 | |
| Electrical Code 8.04.390 PMC Violations and Penalties | $100.00 - $500.00 | $100.00 - $500.00 | |
| Electrical Code 8.04.370 PMC Permits and Inspection Procedures | $100.00 - $500.00 | $100.00 - $500.00 | |
| Housing Code 8.04.820 PMC Violations and Penalties | $100.00 - $500.00 | $100.00 - $500.00 | |
| Mechanical Code 8.04.720 PMC Penalties and Violations | $100.00 - $500.00 | $100.00 - $500.00 | |
| Plumbing Code 8.04.620 PMC Violations and Penalties | $100.00 - $500.00 | $100.00 - $500.00 | |
| Residential Rental Unit Inspection | | | |
| Multi-Family | $ 89.40 | $ 89.40 | |
| Single Family | $ 178.70 | $ 178.70 | |
| Review of Site-Remedial Investigation and Cleanup Plan, Initial Deposit | $ 440.00 | $ 440.00 | |

## EXHIBIT ( B )

| BUSINESS LICENSE | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| Business License Research Fee | $ 36.26 | $ 36.26 | per hour |
| Business License Taxes: | | | |
| Classification "A" - Services Industries | | | |
| Annual Tax | $ 25.00 | $ 25.00 | |
| Semi-Annual Tax | $ 15.00 | $ 15.00 | |
| Tax Per Employee | $ 3.00 | $ 3.00 | |
| Classification "B" - Retail, Wholesale, Manufacturing | | | |
| Annual Tax | $ 25.00 | $ 25.00 | |
| Semi-Annual Tax | $ 15.00 | $ 15.00 | |
| Tax Per Employee | $ 3.00 | $ 3.00 | |
| Classification "C" - Contractors | | | |
| Contractors A or B | $ - | $ - | |
| Annual Tax | $ 150.00 | $ 150.00 | |
| Semi-Annual Tax | $ 100.00 | $ 100.00 | |
| Quarterly Tax | $ 60.00 | $ 60.00 | |
| Contractors C or D | | | |
| Annual Tax | $ 50.00 | $ 50.00 | |
| Semi-Annual Tax | $ 30.00 | $ 30.00 | |
| Quarterly Tax | $ 20.00 | $ 20.00 | |
| Classification "D" - Professionals | | | |
| Annual Tax Per Professional Employee | $ 45.00 | $ 45.00 | |
| Semi-Annual Tax Per Professional Employee | $ 28.00 | $ 28.00 | |
| Tax Per Non-Professional Employee | $ 5.00 | $ 5.00 | |
| Classification "E" - Residential Property - Renting & Leasing | | | |
| Tax for four (4) units | $ 25.00 | $ 25.00 | |
| Tax per unit for each additional unit | $ 3.00 | $ 3.00 | |
| Classification "F" - Commercial Property - Renting & Leasing | | | |
| Tax per unit for each additional unit | $ 10.00 | $ 10.00 | |
| Classification "G" - Agencies, Lenders, Brokerages, and other similar services | | | |
| Annual Tax Per Broker | $ 45.00 | $ 45.00 | |
| Annual Tax Per Agent | $ 25.00 | $ 25.00 | |
| Tax Per Employee of Broker or Agent | $ 3.00 | $ 3.00 | |
| Classification "I" Swap Meet | | | |
| Flat Tax Per Year | $ 400.00 | $ 400.00 | |
| Classification "J" - Race Track | | | |
| Flat Tax Per Year | $ 175.00 | $ 175.00 | |
| Flat Tax Per Year | $ 50.00 | $ 50.00 | |
| Classification "K" - Vehicles | | | |
| Tax Per Food Vehicle | $ 50.00 | $ 50.00 | |
| Tax Per Junk Vehicle | $ 50.00 | $ 50.00 | |
| Tax Per Retail, Wholesale, or Service Vehicle | $ 50.00 | $ 50.00 | |
| Tax Per Delivery Vehicle | $ 25.00 | $ 25.00 | |
| Tax Per Tow Truck | $ 50.00 | $ 50.00 | |
| Tax Per Taxi | $ 25.00 | $ 25.00 | |
| Classification "L" - Entertainment and Amusement | | | |
| Flat Tax Per Year | $ 25.00 | $ 25.00 | |
| Classification "M" - Advertising Medium | | | |
| Tax Per Advertising Bench | $ 10.00 | $ 10.00 | |
| Tax Per Billboard | $ 100.00 | $ 100.00 | |
| Searchlight Tax - per day | $ 10.00 | $ 10.00 | |
| Tax Per Commercial Sound-Truck | $ 175.00 | $ 175.00 | |
| Tax Per Non-Commercial Sound-Truck | $ 40.00 | $ 40.00 | |
| Classification "N" - News Racks | | | Applicable tax based upon gross receipts |
| Classification "O" - Amusement Devices and Video Machines | | | Applicable tax based upon gross receipts |
| Classification "P" - Vending Machines | | | Applicable tax based upon gross receipts |
| Classification "Q" Bowling Alley | | | |
| Flat Tax | $ 400.00 | $ 400.00 | |
| Tax Per Alley | $ 15.00 | $ 15.00 | |
| Classification "R" - Antique Mall | | | |
| Flat Tax Per Year | $ 400.00 | $ 400.00 | |
| Tax Per Employee | $ 3.00 | $ 3.00 | |
| Classification "S" - Launderette and Self-Service Dry | | | |
| Cleaners | | | Applicable tax based upon gross receipts |
| Classification "T" - Public Storage | | | |
| Tax for four (4) units or RV Storage space | $ 25.00 | $ 25.00 | |
| Tax per unit for each additional unit/space | $ 3.00 | $ 3.00 | |
| Classification "U" Mobile Recycling Units | | | |
| Tax for five (5) units | $ 25.00 | $ 25.00 | |

## EXHIBIT ( B )

| BUSINESS LICENSE | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| Tax per unit for each additional unit | $ 1.00 | $ 1.00 | |
| Miscellaneous Business License Fees | | | |
| New Business Report | $ 10.36 | $ 10.36 | per month |
| Partial Business Listing | $ 41.44 | $ 41.44 | |
| Full Business Listing | $ 77.70 | $ 77.70 | |
| Business Permits | | | See Exhibit C for fee detail |
| Business Permit Background | | | |
| Investigation | $ 88.06 | $ 88.06 | per investigation |
| Business Permit Identification Badge | $ 5.18 | $ 5.18 | per badge |
| Business Permit Modification | | | 50% of original fee (maximum $56) |
| Business Registration Annual Renewal | $ 15.54 | $ 15.54 | per renewal |
| Change Of Business License | $ 15.54 | $ 15.54 | |
| Collection Agency Processing Fee For | | | |
| Delinquent Account | $ 15.54 | $ 15.54 | |
| Duplicate Business License/Sticker | $ 15.54 | $ 15.54 | per duplicate |
| Gross Receipt Tax | | | |
| $0.00 - $25,000 | $ 25.00 | $ 25.00 | |
| $25,001 - $75,000 | $ 75.00 | $ 75.00 | |
| $75,001 - $125,000 | $ 125.00 | $ 125.00 | |
| $125,001 - $250,000 | $ 175.00 | $ 175.00 | |
| $250,001 - | $ 250.00 | $ 250.00 | |
| | | | |

| BUSINESS PERMITS | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| Business Permit Fees For Specific Businesses | | | |
| **(excluding #24-Tobacco/Smoking Products Retailer) | | | |
| | | | |
| Background (BG) Investigation Fee $85.00 | $ 88.06 | $ 88.06 | |
| Adult-Oriented Business | | | |
| a. Application for Adult-Oriented Business Regulatory Permit | $ 2,590.00 | $ 2,590.00 | +BG * |
| b. Application for Transfer of Adult--Oriented Business Regulatory Permit | $ 2,331.00 | $ 2,331.00 | +BG * |
| c. Application for Adult-Oriented Business Entertainer Permit | $ 58.02 | $ 58.02 | +BG * |
| d. Annual renewal for Adult-Oriented Business Entertainer Permit | $ 45.58 | $ 45.58 | +BG * |
| Ambulances And Ambulance Technicians | | | |
| a. Application for Ambulance Operator Permit | $ 129.50 | $ 129.50 | |
| b. Annual renewal of Ambulance - Operator Permit | $ 129.50 | $ 129.50 | |
| c. Ambulance Driver/Attend ant Permit | $ 25.90 | $ 25.90 | |
| d. Annual renewal for Ambulance Driver/Attendant Permit | $ 25.90 | $ 25.90 | |
| Billiards | | | |
| a. Application for Permit for Billiard Club of Public Billiard Room | $ 181.30 | $ 181.30 | |
| b. Annual renewal of permit | $ 155.40 | $ 155.40 | |
| Bingo | | | |
| a. Application for permit | $ 50.00 | $ 50.00 | |
| b. Annual renewal of permit | $ 50.00 | $ 50.00 | |
| Carnivals And Concessions | | | |
| a. Application for permit | | | |
| i. For the first day | $ 376.07 | $ 376.07 | |
| ii For each additional day | $ 97.38 | $ 97.38 | |
| Dance Halls And Dances | | | |
| a. Application for Permit to Operate a Public or Private Dance Hall | $ 207.20 | $ 207.20 | |
| b. Annual renewal of Permit to Operate a Public or Private Dance Hall | $ 181.30 | $ 181.30 | |
| c. Application for Permit by other than a Permit of a Public or Private Dance Hall to Conduct a Public, Private, Special, or Youth Dance | $ 103.60 | $ 103.60 | per day |
| Entertainment | | | |
| a. Application for permit | $ 284.90 | $ 284.90 | |
| b. Annual renewal of permit | $ 181.30 | $ 181.30 | |
| c. Application for one-day Entertainment Permit | $ 103.60 | $ 103.60 | |
| Fireworks Booth | | | |
| a. Application for permit | $ 227.92 | $ 227.92 | |
| b. Public Safety enforcement | $ 518.00 | $ 518.00 | |
| Game Arcades | | | |
| a. Application for permit | $ 181.30 | $ 181.30 | |
| b. Annual renewal of permit | $ 155.40 | $ 155.40 | |
| c. The Applicable tax per machine shall be based upon the gross receipts as set forth in subsection Y.22 herein | | | |
| Gun Dealers | | | |
| a. Application for permit | $ 284.90 | $ 284.90 | |
| b. Annual renewal of permit | $ 155.40 | $ 155.40 | |
| Health Clubs | | | |
| a. Application for permit | $ 376.07 | $ 376.07 | |
| b. Annual renewal of permit | $ 350.17 | $ 350.17 | |
| House And Street Numbering | | | |
| a. Application for permit | $ 51.80 | $ 51.80 | +BG * |
| b. Annual renewal of permit | $ 51.80 | $ 51.80 | +BG * |
| Hypnotist | | | |
| a. Application for permit | $ 284.90 | $ 284.90 | +BG * |
| b. Annual renewal of permit | $ 181.30 | $ 181.30 | +BG * |
| Locksmith | | | |
| a. Application for permit | $ 181.30 | $ 181.30 | |
| b. Annual renewal of permit | $ 155.40 | $ 155.40 | |
| Massage Establishments And Massage Technicians | | | |
| a. Application for Massage Establishment Permit | $ 2,590.00 | $ 2,590.00 | +BG * |
| b. Annual renewal of a Massage Establishment Permit | $ 2,331.00 | $ 2,331.00 | +BG * |
| c. Application for Massage Technician Permit | $ 58.02 | $ 58.02 | +BG * |
| d. Annual renewal of Massage Technician Permit | $ 45.58 | $ 45.58 | +BG * |
| e. If CAMTC Certificate - exempt from business permit but must obtain business license | | | |
| Motion Picture Theater | | | |
| a. Application for permit | $ 376.07 | $ 376.07 | |
| b. Annual renewal of permit | $ 376.07 | $ 376.07 | |

| BUSINESS PERMITS | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| Pawnbrokers | | | |
| a. Application for permit | $ 181.30 | $ 181.30 | +BG * |
| b. Annual renewal of permit | $ 181.30 | $ 181.30 | +BG * |
| Secondhand Dealers | | | |
| a. Application for permit | $ 181.30 | $ 181.30 | +BG * |
| b. Annual renewal of permit | $ 181.30 | $ 181.30 | +BG * |
| Peddlers Permit | | | |
| a. Peddlers Permit - New | $ 77.70 | $ 77.70 | +BG * |
| b. Peddlers Permit - Annual Renewal | $ 77.70 | $ 77.70 | +BG * |
| Solicitor's Permit | | | |
| a. Solicitor's Permit - New | $ 77.70 | $ 77.70 | +BG * |
| b. Solicitor's Permit - Annual Renewal | $ 77.70 | $ 77.70 | +BG * |
| Private Patrol Service | | | |
| a. Application for permit | $ 181.30 | $ 181.30 | |
| b. Annual renewal of permit | $ 155.40 | $ 155.40 | |
| Family Enteratinment Permit (per PMC) | | | |
| a. Application for permit | $ 181.30 | $ 181.30 | |
| b. Annual renewal of permit | $ 155.40 | $ 155.40 | |
| Taxicabs And Taxicab Drivers | | | |
| a. Application for permit | $ 492.10 | $ 492.10 | |
| b. Application for permit modification | $ 58.02 | $ 58.02 | |
| c. Annual renewal of permit | $ 414.40 | $ 414.40 | |
| d. Application for Taxicab Driver's Permit | $ 51.80 | $ 51.80 | +BG * |
| e. Annual renewal of Taxicab Driver's Permit | $ 51.80 | $ 51.80 | +BG * |
| f. Application for change in location or for additional taxicab stands | $ 51.80 | $ 51.80 | +BG * |
| g. Annual fee for each authorized taxicab stand | $ 51.80 | $ 51.80 | |
| Tow Trucks | | | |
| a. Application for permit | $ 51.80 | $ 51.80 | +BG investigation fee per driver |
| b. Annual renewal of permit | $ 51.80 | $ 51.80 | +BG investigation fee per driver |
| Tobacco/Smoking Products Retailer (Gis Fee Applies) | | | |
| a. Application for permit | $ 362.60 | $ 362.60 | +GIS Fee - 5% of total fee |
| b. Annual renewal of permit | $ 362.60 | $ 362.60 | +GIS Fee - 5% of total fee |
| Miscellaneous Business Permit Fees | | | |
| a. Issuance of duplicate permit | $ 15.54 | $ 15.54 | |
| b. Application for Manager's Permit | $ 36.26 | $ 36.26 | +BG * |
| c. Annual renewal of Manager's Permit | $ 36.26 | $ 36.26 | +BG * |
| d. Application for permit modification | | | 50% of original application up to $56 |
| e. Public notification | $ 200.00 | $ 200.00 | |
| f. Identification badge | $ 5.18 | $ 5.18 | |
| g. Business License Application Procedure Fee | | | |
| 1. New application | $ 51.80 | $ 51.80 | |
| 2. Annual Renewal | $ 15.54 | $ 15.54 | |
| Manager's Business Permit | | | |
| New Or Renewal | $ 36.26 | $ 36.26 | per application plus the background investigation fee |
| New Business Registration Processing | $ 51.80 | $ 51.80 | per application |
| Public Notification | $ 200.00 | $ 200.00 | per publication |
| Temporary License | $ 15.54 | $ 15.54 | |

*BG = Background Investigation Fee

| CITY ATTORNEY | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| City Attorney'S Office | | | |
| City Attorney | $ 362.60 | $ 362.60 | Per hour |
| Assistant City Attorney | $ 310.80 | $ 310.80 | Per hour |
| Deputy City Attorney | $ 233.10 | $ 233.10 | Per hour |
| Legal Assistant/Paralegal Or Law Clerk | $ 103.60 | $ 103.60 | Per hour |
| Administrative Assistant Or Office Assistant | $ 77.70 | $ 77.70 | Per hour |
| *Matters referred to outside counsel or contract counsel for handling will be charged at the rate(s) then in effect.* | | | |
| | | | |
| Facilities Use And Special Event Liability Insurance Coverage | | | |
| *The City requires all facility users, vendors, entertainers, and performers to meet the City's minimum insurance requirements. If they cannot obtain their own insurance, they may qualify to purchase insurance by applying on-line at www.2sparta.com. Insurance premiums for individual certificate holders will be determined by the exposure and number of attendees at the event.* | | | |
| Special Agreements | | | |
| 1. Affordable Housing Agreement | $ 3,708.88 | $ 3,708.88 | plus City Attorney's actual hourly costs (see above) |
| 2. Industrial Development Bonds Agreement | $ 3,708.88 | $ 3,708.88 | plus City Attorney's actual hourly costs (see above) |
| Special Event Liability Insurance Certificates | | | |
| Low Hazard | $ 25.90 | $ 25.90 | |
| Medium, Moderate, High Hazards | $ 51.80 | $ 51.80 | |

| CITY CLERK | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| Agendas | $ - | $ - | No Charge |
| Computer Generated Data | $ 5.18 | $ 5.18 | Per Cd Plus $35.00/Hr (Charged to the Nearest Quarter Hour) |
| Document Reproduction | | | |
| Other Documents Prepared By Or For City | | | Cost of Reproduction |
| Photocopies | $ 0.26 | $ 0.26 | Per Copy |
| Filing of Notice of Intent to Circulate Initiative Petition | $ 207.20 | $ 207.20 | Per Initiative Petion* |
| **To Be Refunded If Sufficiency of Petition Is Certified Within One Year of Filing* | | | |
| Minutes of Any Specific Agency | $ 51.80 | $ 51.80 | Annually |
| Municipal Code Book Document Fee | $ 129.50 | $ 129.50 | |
| Postage | | | Cost of Postage |
| Recorded Media of Public Meetings | $ 1.04 | $ 1.04 | per tape or CD |
| Statements of Economic Interests and Campaign Statements | $ 0.10 | $ 0.10 | Per Page* |
| **A retrieval fee of up to $5.00 Per request for copies of statements which are five or more years old.* | | | |
| Surveillance Camera Video Footage | | | |
| Media Data Storage | | | At Cost |
| Staff Time | $ 92.62 | $ 92.62 | per 15 minutes of video |
| | | | |

## EXHIBIT ( F )

| CODE ENFORCEMENT | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| Abatement of Wrecked, Inoperative, Dismantled or Abandoned Vehicles | $ 1,735.00 | $ 1,735.00 | per vehicle |
| Basketball Hoop Removal | $ 125.00 | $ 125.00 | per removal |
| Code Enforcement Inspections | | | |
| Inspection Of Premises To Verify Code Compliance | $ 100.00 | $ 100.00 | per inspection |
| Inspection Of Declared Substandard Properties | $ 100.00 | $ 100.00 | per inspection |
| Weekend Or After Hours Inspection | $ 100.00 | $ 100.00 | per inspection |
| Code Enforcement Warrant Filing | $ 680.00 | $ 680.00 | per warrant |
| Emergency Pool Abatement | $ 1,000.00 | $ 1,000.00 | per abatement |
| Food Cart Abatement Or Conveyance | $ 207.20 | $ 207.20 | |
| Illegal Sign Removal | | | |
| Cardboard Sign | $ 10.00 | $ 10.00 | per sign |
| Installed Sign Structure | $ 10.00 | $ 10.00 | per sign |
| Storage | $ 5.00 | $ 5.00 | per day storage |
| Temporary Commercial Sign | $ 10.00 | $ 10.00 | per sign |
| Wood Commercial Sign | $ 10.00 | $ 10.00 | per sign |
| Investigation Photographs | $ 2.07 | $ 2.07 | per photo |
| Property Owner Computer Research | $ 35.00 | $ 35.00 | per property |
| Substandard Property Declaration | $ 405.00 | $ 405.00 | per declaration |
| Substandard Property Termination | $ 405.00 | $ 405.00 | per termination |
| Special Assessment Lien | $ 405.00 | $ 405.00 | per declaration |
| Special Assessment Lien Termination | $ 405.00 | $ 405.00 | per termination |
| Summary Abatement | $ 860.00 | $ 860.00 | per abatement |
| Vacant And Abandoned Properties | | | |
| Registration Fee | $ 330.00 | $ 330.00 | per house, per year |
| | | | |

## EXHIBIT ( G )

| ECONOMIC DEVELOPMENT | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| Filming Fees | | | |
| Deposit | Up to $500 | Up to $500 | Dependent upon type and length of project |
| Filming Permit Processing Fee | $ 155.40 | $ 155.40 | plus staff hourly costs outside of normal business hours |
| Rental Rate | $ 31.08 | $ 31.08 | Per Hr. *For a facility not specifically listed in the Fee Schedule |
| Staff | | | Actual hourly costs |
| | | | |

| ENGINEERING | | | |
|---|---|---|---|
| DESCRIPTION | FY 2022 Fee | FY 2023 Fee | COMMENTS |
| Annual Utility Permit | $ 350.00 | $ 350.00 | |
| As-Built Plan Review | $ 300.00 | $ 450.00 | per plan |
| Assessment District Formation | | | |
| Landscape District | $1,595 + Outside Costs | $1,595 + Outside Costs | |
| Streetlight District | $1,595 + Outside Costs | $1,595 + Outside Costs | |
| Block Party Encroachment Permit | $200 + Permit Fee | $ 720.00 | processing fee |
| Bond Processing | $ 960.00 | $ 1,960.00 | per application |
| Borrow Site Plan Review/Inspection | $ 700.00 | $ 940.00 | |
| Certificate Of Compliance | $ 400.00 | $ 1,440.00 | per application |
| Certificate Of Correction | $ 500.00 | $ 650.00 | per application |
| Condemnation | $ 3,000.00 | Charge Hourly Rates | per application + legal and consulting costs |
| Community Facilities District Annexation | - | Charge Hourly Rates | |
| CLOMR/LOMR Review | $ 950.00 | Charge Hourly Rates | |
| Flood Hazard Certification Review | $ 265.00 | $ 1,020.00 | |
| Curb & Gutter Encroachment Permit | | | Encroachment Permit Fee +Fees Listed |
| 0-50LF | $ 250.00 | $ 250.00 | |
| each Additional 50 LF | $ 20.00 | $ 20.00 | |
| Curb Core Encroachment Permit | $ 205.00 | $ 205.00 | |
| Deferred Improvement Agreement | $ 225.00 | $ 225.00 | |
| Drainage Facilities Reimbursement | | | |
| Agreement | $ 850.00 | $ 850.00 | |
| Driveway Approach Encroachment Permit | | | Encroachment Permit Fee +Fees Listed |
| Residential | $ 300.00 | $ 510.00 | |
| Commercial | $ 450.00 | $ 660.00 | |
| Encroachment Permit Extension | $85 per application | $85 per application | |
| Engineering Services, Other | $ 110.00 | $ 110.00 | |
| Erosion Control Annual Review | $ 250.00 | $ 345.00 | per year |
| Erosion Control Inspection | | | $110 + Fee Listed |
| 0-1,000 CY | $ 230.00 | $ 230.00 | |
| 1,001-10,000 CY | $ 230.00 | $ 230.00 | +$25 per 1,000 CY over 1,000 CY |
| 10,001-50,000 CY | $ 455.00 | $ 455.00 | +$17 per 1,000 CY over 10,000 CY |
| 50,001-100,000 CY | $ 1,135.00 | $ 1,135.00 | +$25 per 1,000 CY over 50,000 CY |
| Over 100,001 CY | $ 2,385.00 | $ 2,385.00 | +$25 per 1,000 CY over 100,000 CY |
| Erosion Control Plan Review | 7.5% of Grading Plan Check | | $140 + Fee Listed |
| 0-1,000 CY | $ 210.00 | $ 210.00 | |
| 1,001-10,000 CY | $ 210.00 | $ 210.00 | +$19 per 1,000 CY over 1,000 CY |
| 10,001-50,000 CY | $ 381.00 | $ 381.00 | +$18 per 1,000 CY over 10,000 CY |
| 50,001-100,000 CY | $ 1,101.00 | $ 1,101.00 | +$14 per 1,000 CY over 50,000 CY |
| Over 100,001 CY | $ 1,801.00 | $ 1,801.00 | +$14 per 1,000 CY over 100,000 CY |
| Final Parcel Map Checking | $5,000 + $50 per Lot | $ 8,215.00 | + $50 per lot |
| Final Tract Map Checking | $5,000 + $50 per Lot | | |
| 5-25 Lots | | $ 8,215.00 | per map + $156 per lot |
| 26-50 Lots | | $ 12,115.00 | per map + $127 per lot over 25 lots |
| 51-100 Lots | | $ 15,290.00 | per map + $106 per lot over 50 lots |
| > 100 Lots, each additional | | $ 5,690.00 | |
| Final Map Amendment | $ 1,000.00 | $ 1,000.00 | |
| Landscape Plan Check Review | | | 25% of original plan review fee ($15 minimum per review) |
| $1-$25,000 | $140 + 4% CV | $140 + 4% CV | |
| $25,000-$50,000 | $1,390 + 4% CV | $1,390 + 4% CV | |
| $50,000-$150,000 | $2,990 + 3% CV | $2,990 + 3% CV | |
| $150,001+ | $5,990 + 3% CV | $5,990 + 3% CV | |
| Landscape Inspection Fees | | | |
| $1-$25,000 | $110 + 4.5% CV | $110 + 4.5% CV | |
| $25,000-$50,000 | $1,485 + 4% CV | $1,485 + 4% CV | |
| $50,000-$150,000 | $3,860 + 3.5% CV | $3,860 + 3.5% CV | |
| $150,001+ | $6,860 + 3% CV | $6,860 + 3% CV | |
| Front Yard Landscape Plan Check/Inspection | $640 per application + $155 per lot | $640 per application + $155 per lot | |

| ENGINEERING | | | |
|---|---|---|---|
| DESCRIPTION | FY 2022 Fee | FY 2023 Fee | COMMENTS |
| Geotechnical Study Review | | | |
| Complex Study | Charge Hourly Basis | Charge Hourly Basis | Actual Costs |
| Single Family Residential: | | | |
| 1-4 Lots | $ 280.00 | $ 280.00 | |
| 5 + Lots | $555 + $35 per Lot | $555 + $35 per Lot | |
| Commercial: | | | |
| Less Than 1 Acre | | | |
| 0-5 Acres | $ 1,115.00 | $ 1,115.00 | |
| 5-20 Acres | $ 2,505.00 | $ 2,505.00 | acres |
| >20 Acres | Charge Hourly Basis | Charge Hourly Basis | |
| Grading Permit | $ 110.00 | $ 110.00 | |
| | | | |
| Grading Plan Check Fee | | | $300 + Fees Listed |
| 0-50 CY | $ 555.00 | $ 555.00 | |
| 51-1,000 CY | $ 555.00 | $ 555.00 | + $103 per 100 CY over 50 CY |
| 1,001-10,000 CY | $ 1,534.00 | $ 1,534.00 | + $177 per 1,000 CY over 1,000 CY |
| 10,001-50,000 CY | $ 3,127.00 | $ 3,127.00 | + $113 per 1,000 CY over 10,000 CY |
| 50,001-100,000 CY | $ 7,647.00 | $ 7,647.00 | + $70 per 1,000 CY over 50,000 CY |
| Over 100,001 CY | $ 11,147.00 | $ 11,147.00 | + $70 per 10,000 CY over 100,000 CY |
| Grading Inspection Fee | | | Grading Permit Fee + Fees Listed |
| 0-50 CY | $ 455.00 | $ 455.00 | |
| 51-1,000 CY | $ 455.00 | $ 455.00 | + $120 per 100 CY over 50 CY |
| 1,001-10,000 CY | $ 1,595.00 | $ 1,595.00 | + $153 per 1,000 CY over 1,000 CY |
| 10,001-50,000 CY | $ 2,972.00 | $ 2,972.00 | + $94 per 1,000 CY over 10,000 CY |
| 50,001-100,000 CY | $ 6,732.00 | $ 6,732.00 | + $57 per 1,000 CY over 50,000 CY |
| Over 100,001 CY | $ 9,582.00 | $ 9,582.00 | + $57 per 10,000 CY over 100,000 CY |
| Grant Of Easement Document Review | $ 500.00 | $ 1,000.00 | per application |
| Haul Route Review | $75 + Permit Fee | $320 per application Inspection - $85 per day | |
| Hydrology/Hydraulic Study Review | | | |
| <3 hours | $ 415.00 | $ 415.00 | per study |
| >3 hours charged | Hourly Rates | Hourly Rates | Hourly Rates |
| Improvement Agreement Extension | $ 450.00 | $ 895.00 | per application |
| Public Improvement Inspection Fees | | | Encroachment Permit Fee + Fees Listed |
| $1-$25,000 | $110 + 4.5% CV | $110 + 4.5% CV | |
| $25,000-$50,000 | $1,485 + 4.5% CV | $1,485 + 4.5% CV | |
| $50,000-$150,000 | $3,860 + 3.5% CV | $3,860 + 3.5% CV | |
| $150,001+ | $6,860 + 3% CV | $6,860 + 3% CV | |
| Lien Agreement | - | Charge Hourly Rates | |
| Lot Line Adjustment | $1,500 + $30 per lot | $ 3,035.00 | |
| Lot Merger | $1,500 + $30 per lot | $ 2,620.00 | |
| Plan Revision | | | |
| Minor | $ 215.00 | $ 415.00 | |
| Major | $ 650.00 | $ 1,115.00 | |
| Mapping Fee | $5.00 + $35 per parcel | $5.00 + $35 per parcel | |
| Maxicom CCU Review | $345 + $395 per channel | $345 + $395 per channel | per channel |
| Monitoring Well Encroachment Permit | $ 500.00 | $ 685.00 | Encroachment Permit Fee + Fees Listed |
| Monumentation Inspection | - | $240 + $75 per monument | |
| Native Desert Vegetation In-Lieu | $ 300.00 | $ 300.00 | per Joshua Tree removal |
| Native Desert Vegetation Report Review | - | $ 695.00 | per report |
| Native Desert Vegetation Permit | $ 150.00 | $ 150.00 | per permit |
| News rack Encroachment Permit | | | |
| Annual Renewal | $165 + $70 per device | $165 + $70 per device | per device |
| New | $355 + $70 per device | $355 + $70 per device | |
| Removal And Impound | $ 470.00 | $ 470.00 | for each device |

| ENGINEERING | | | |
|---|---|---|---|
| DESCRIPTION | FY 2022 Fee | FY 2023 Fee | COMMENTS |
| Parade Permit Processing Fee | $40 + Permit Fees | Residential - $510 Collector/Arterial Street - $1,850 | Encroachment Permit Fee + Fees Listed |
| Parkway Drain Encroachment Permit | $ 350.00 | $ 650.00 | Encroachment Permit Fee + Fees Listed |
| Public Improvement Plan Check Fees | | | |
| $1-$25,000 | $140 + 4% CV | $140 + 4% CV | |
| $25,000-$50,000 | $1,390 + 4% CV | $1,390 + 4% CV | |
| $50,000-$150,000 | $2,990 + 3% CV | $2,990 + 3% CV | |
| $150,001+ | $5,990 + 3% CV | $5,990 + 3% CV | |
| Expedited Plan Check Fee | 135% x Standard Fee | 135% x Standard Fee | |
| Plan Imaging | $5 per sheet | $5 per sheet | |
| Redundant/Overtime Inspection | | | |
| Overtime Inspection | Redundant Inspection - Charge Hourly Rate | Redundant Inspection - Charge Hourly Rate | with a 2 hour minimum on weekdays and 4 hours minimum on weekends/nights/holidays |
| Redundant Inspection | Overtime Inspection - Charge Hourly Rate | Overtime Inspection - Charge Hourly Rate | per hour |
| Reimbursement Agreement | $ 850.00 | Charge Hourly Rates | |
| Right-Of-Way Vacation | $ 2,000.00 | $600 + Charge Hourly Basis | per application |
| Resident Change of Address | - | $ 265.00 | |
| Street Name Change | $ 720.00 | Charge Hourly Rates | |
| Seismic/Fault Rupture Study Review | Actual Cost of outside Consulting | $1,390 per application + outside costs | |
| Scaffold/Ped Canopy Encroach Permit | $75 + Permit Fee | $ 355.00 | Encroachment Permit Fee + Fees Listed |
| Sewer Area Study Review | $ 450.00 | $ 555.00 | |
| Sewer Lateral Saddle Connection Inspection | $ 600.00 | $ 1,025.00 | Encroachment Permit Fee + Fees Listed |
| Sidewalk Encroachment Permit | | | Encroachment Permit Fee + Fees Listed |
| 0-50 LF | $ 200.00 | $ 200.00 | |
| >50 LF, each additional | $ 30.00 | $ 30.00 | |
| Signing & Striping Traffic Plan Review | | | per plan |
| 2 sheets (min) | $ 800.00 | $ 1,185.00 | |
| >2 sheets | $ 125.00 | $ 125.00 | |
| Street Striping Traffic Inspection | | | |
| Minor | $ 570.00 | $ 570.00 | |
| Major | $ 1,065.00 | $ 1,065.00 | |
| Stormwater Plan Review/Inspection | | | |
| Plan Review | 5% of grading plans review fee | 5% of grading plans review fee | |
| Inspection | 10% of grading Inspection fee | 10% of grading Inspection fee | |
| Street Lighting Inspection | | | Encroachment Permit Fee + Fees Listed |
| 1-12 Lights | $ - | $ 930.00 | |
| 13-25 Lights | $ - | $ 1,585.00 | |
| 26-50 Lights | $ - | $ 2,570.00 | |
| 51-100 Lights | $ - | $ 3,720.00 | |
| 100+ Lights | $ - | $ 6,020.00 | |
| Street Lighting Plan Review | | | |
| 1-12 Lights | $ - | $ 810.00 | |
| 13-25 Lights | $ - | $ 1,255.00 | |
| 26-50 Lights | $ - | $ 2,065.00 | |
| 51-100 Lights | $ - | $ 3,240.00 | |
| 100+ Lights | $ - | $ 4,720.00 | |
| Street Patch Encroachment Permit | | | Encroachment Permit Fee + Fees Listed |
| 0-100 SF | $ 300.00 | $ 300.00 | |
| 101-200 SF, additional | $ 200.00 | $ 200.00 | |
| >200 SF | hourly rate | hourly rate | |

| ENGINEERING | | | |
|---|---|---|---|
| DESCRIPTION | FY 2022 Fee | FY 2023 Fee | COMMENTS |
| Street Trench Encroachment Permit | | | Encroachment Permit Fee + Fees Listed |
| 0-50 LF | $ 300.00 | $ 300.00 | |
| 51-100 LF, additional | $ 75.00 | $ 75.00 | |
| 101-200 LF, additional | $ 50.00 | $ 50.00 | |
| 201-300 LF , additional | $ 50.00 | $ 50.00 | |
| Over 300+ LF - Charge Hourly Rates | hourly rate | hourly rate | |
| Subdivision Improvement Agreement | | | |
| Extension | $ 450.00 | $ 450.00 | |
| Supplemental Plan Review | 25% Original Review Fee | | |
| Per Study Plan | | $ 415.00 | |
| > 3 hrs | | hourly rates | |
| Temporary Encroachment Permit | $ 210.00 | $ 210.00 | |
| Traffic Control Plan Review | | | |
| 2 sheets (min) | $ 700.00 | $ 1,185.00 | per plan |
| >2 sheets, each additional | $ 125.00 | $ 125.00 | per plan |
| Traffic Control Inspection (Non-Eng) | | | |
| Commercial & Utility permits only | $ 55.00 | $ 55.00 | per day |
| Traffic Control Inspection (Eng) | $95 per day | $95 per day | |
| Traffic Control Signal Flash | | | |
| Minor | $ 280.00 | $ 280.00 | |
| Major | hourly rate | hourly rate | |
| Traffic Study LOS Review 4 or less intersections | $ 2,500.00 | $ 3,450.00 | |
| Traffic Study LOS Review 5 or more intersections | $ 4,800.00 | $ 6,450.00 | |
| Traffic Study VMT and LOS Review 4 or less intersections | $ 4,500.00 | $ 5,950.00 | |
| Traffic Study VMT and LOS Review 5 or more intersections | $ 6,800.00 | $ 8,450.00 | |
| Traffic Signal Plan Review | $ 1,500.00 | $ 2,290.00 | |
| Traffic Signal Modification Plan Review | $ 1,500.00 | $ 2,290.00 | |
| Traffic Signal Inspection | Charge Hourly Basis | Charge Hourly Basis | |
| Tree Tagging Fee | $ 300.00 | $ - | Minimum of one person for 4 hours or |
| Half-day | $ 600.00 | $ 955.00 | Minimum of one person for > 4 hours up to a whole day |
| Full-day | $ 1,200.00 | $ 1,545.00 | Minimum of two people for one whole day |
| Wireless Small Cell Ministerial Review | $ 960.00 | $ 1,533.00 | per application. Verified by Detailed level of effort study |
| Industrial Wase Annual Inspection | $365 per inspection | $430 per inspection | |
| Industrial Waste Reinspection | $150 per inspection | $190 per inspection | |
| Industrial Waste Reinstatement | $ 143.00 | $ 165.00 | per reinstatement plus Code |
| New Industrial Waste Inspection | $145 per permit | $290 per permit | |

| FINANCE | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| Application For Assessment | $ 466.20 | $ 466.20 | plus $30.00 per divided parcel |
| Assessment District Formation Fees | Variable | Variable | |
| Assessment District Payoff | $ 207.20 | $ 207.20 | *per payoff |
| **For Assessment Districts Formed After January 1, 1987* | | | |
| Credit Card Convenience Fee | 2.50% | 2.50% | Per Government Code Section 6159 (h). |
| NSF Check Processing | | | |
| First Returned Check | $ 25.90 | $ 25.90 | |
| Each Subsequent Returned Check | $ 36.26 | $ 36.26 | |
| Tender Of Bonds Fees | | | |
| Tender Of Bonds In Payment Of Assessments | $ 518.00 | $ 518.00 | *plus minimum $550.00; total minimum $1,050.00 |
| Tender Of Bonds In Payment Of Assessments | | | |
| Following a Foreclosure Sale | $ 518.00 | $ 518.00 | *plus minimum $550.00; total minimum $1,050.00 |
| **Per revised tender policies approved by Council on July 10, 2002, $500 City fee per tender per assessment district, plus NBS fee per tender, per assessment district of 1% of bond tender amount, plus $500 for tenders of $20,000 or less, plus $1,000 for tenders of $25,000 or more, plus $100 per parcel after 3 parcels* | | | |

| GIS | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| GIS Processing Fees will be applied to items within the following sections and ordinance to develop, monitor, and manage the City's | | | |
| GIS system: | | | |
| **Building & Safety** | | | |
| All permitting, plan checking, inspection, and processing fees adopted by City Ordinance or this section | $ - | 5% of total fee | |
| **Business Permits** | | | |
| a. Application for permit | $ - | 5% of total fee | |
| b. Annual renewal of permit | $ - | 5% of total fee | |
| **Engineering** | | | |
| All engineering fees and traffic plan reviews adopted by City ordinance or this se | $ - | 5% of total fee | |
| **Planning** | | | |
| Annexation, Conditional Use Permit (CUP), Development Agreement, Environmental Impact Report (EIR), General Plan Amendment, Major Modifications, Planned Development, Reclamation Plan, Site Plan Review, Specific Plan, Subdivision Development Plan Review, Tentative Parcel Map, Tentative Tract Map, Zone Change and Zoning Ordinance amendment. | $ - | 5% of total fee | |
| | | | |
| Custom GIS Data Sets | $ 22.02 | $ 22.02 | per 1/4 hour |
| GIS Data Creation | $ 22.02 | $ 22.02 | per 1/4 hour |
| GIS Printout | | | |
| 8 1/2 X 11 | $ 0.26 | $ 0.26 | each |
| 11 X 17 | $ 0.36 | $ 0.36 | each |
| 24 X 36 | $ 5.70 | $ 5.70 | Coated paper |
| | $ 5.70 | $ 5.70 | Glossy paper |
| 36 X 48 | $ 14.50 | $ 14.50 | Coated paper |
| | $ 9.84 | $ 9.84 | Glossy paper |
| 36 X 68 | $ 21.76 | $ 21.76 | Coated paper |
| | $ 12.95 | $ 12.95 | Glossy paper |
| Custom Large Format Size (36" Max Height) | $ 27.97 | $ 27.97 | Sq. Ft. Coated plus paper |
| | $ 1.04 | $ 1.04 | per map |
| | $ 1.55 | $ 1.55 | Sq. Ft. Glossy plus paper |
| | $ 2.59 | $ 2.59 | per map |
| | $ 5.96 | $ 5.96 | |
| Media And Mailing | | | |
| Blank Cd-R | $ 0.52 | $ 0.52 | |
| Jewel Case | $ 0.52 | $ 0.52 | |
| Media Envelope | $ 1.74 | $ 1.74 | |
| Postage | - | - | current postage rate |
| | | | |

| NEIGHBORHOOD SERVICES | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| **Administrative Penalties** | | | |
| **Administrative Citations:** Dust Control Requirements, Unpermitted use of Safe and Safe Fireworks, Construction Noise at Prohibited Times, Failure to register or maintain abandoned properties, Loud Parties | | | |
| Municipal Code Standard Fine | | | |
| Except as otherwise specifically set forth, the Administrative Citation Fine amount imposed pursuant to Chapter 1.12 of the Municipal Code for a violation of the Palmdale Municipal Code by a person shall be: | | | |
| First | $ 100.00 | $ 100.00 | plus $25 late fee if applicable |
| Second | $ 200.00 | $ 200.00 | plus $50 late fee if applicable |
| Third | $ 500.00 | $ 500.00 | plus $125 late fee if applicable |
| For violations of the following codes: | | | |
| a. 8.04.265-703.9 of Section Dust Control requirements; | | | |
| b. 8.04.430 A and B "Safe & Sane" Fireworks on dates and times other than permitted; | | | |
| c. 8.28.030 Construction Noise at Prohibited Times; | | | |
| d. Chapter 8.38 Failure to register or maintain abandoned properties; | | | |
| e. 9.18.030 Loud Parties | | | |
| First | $ 500.00 | $ 500.00 | plus $125 late fee if applicable |
| Second | $ 1,000.00 | $ 1,000.00 | plus $250 late fee if applicable |
| Third | $ 2,500.00 | $ 2,500.00 | plus $625 late fee if applicable |
| Administrative Citations: Illegal Fireworks, Illegal Dumping, Graffiti | | | |
| For violations of the following codes: | | | |
| a. 8.04.430 C, 8.04.440, and 8.04.450 Illegal Fireworks | | | |
| b. 8.36.080 Illegal Dumping; | | | |
| c. 9.30.050 Graffiti | | | |
| First | $ 2,500.00 | $ 2,500.00 | plus $625 late fee if applicable |
| Second | $ 5,000.00 | $ 5,000.00 | plus $1,250 late fee if applicable |
| Third | $ 10,000.00 | $ 10,000.00 | plus $2,500 late fee if applicable |
| **Repeat Violations:** | | | |
| The administrative citations fine amount of a second and third violation of the same Code provision by the same responsible party within one (1) year or three (3) years, as it applies to the violation, from the date of administrative citation shall equal a higher fine amount than is listed in this Resolution for a first violation of that Municipal Code section at the time of the second or third violation. | | | |
| **Late Payment Charges:** | | | |
| Payment of the administrative citation fine amount after twenty (20) days from the date of the administrative citation shall be subject to an additional late payment charge. The late payment charge shall equal twenty-five percent (25%) of the administrative citation fine amount due to the City. Late payment charges shall be in addition to the amount of the administrative citation amount. | | | |
| **Collections Charge:** | | | |
| In the event the City incurs costs to collect unpaid monies due to , inclusive of late payment charges, the collections charge shall equal thirty-five percent (35%) of the total amount due. The collections charge shall be in addition to the amount of administrative citations fine amount and the late payment charges. | | | |
| Animal Care And Control | | | |
| Cat License Fees: | | | |
| Unaltered | $ 10.00 | $ 10.00 | |
| Unaltered Late Fee | $ 10.00 | $ 10.00 | |
| Spayed or Neutered | $ 5.00 | $ 5.00 | |
| Spayed or Neutered Late Fee | $ 5.00 | $ 5.00 | |
| Delinquency Charge | | | equal to amount of licensing |
| Dog License Fees: Unaltered | | | |
| Unaltered | $ 60.00 | $ 60.00 | |
| Unaltered Late Fee | $ 60.00 | $ 60.00 | |
| Spayed or Neutered | $ 20.00 | $ 20.00 | |
| Spayed or Neutered Late Fee | $ 20.00 | $ 20.00 | |
| Field Enforcement | $ 40.00 | $ 40.00 | |
| Senior Citizen Owner | $ 7.50 | $ 7.50 | |
| Senior Citizen Owner Late Fee | $ 7.50 | $ 7.50 | |
| Graffiti Abatement/Restitution Fee (per incident) Welfare & Institutions Code Section 742.14(c) | $ - | $ - | Actual Cost of Graffiti Abatement Required |
| LASD Graffiti Investigator Fee (per incident) Welfare & Institutions Code Section 742.14(b) | $ - | $ - | Actual cost of Graffiti removal and time spent |
| Parking Penalty Schedule | - | - | See Schedule A |
| Parking Violation Notice Copy | $ 2.07 | $ 2.07 | |
| Vehicle Tow Release Administrative Fee | $ 96.35 | $ 93.00 | |
| **Rent Control** | | | |
| Mobile home Space Rent Control Registration Fee | $ 5.00 | $ 5.00 | Annual per space under Rent Control |
| Mobile Home Rent Increase Applications And Appeals Filing Fee | | | |
| Fee For Appeal to Hearing officer | $ 3,108.00 | $ 3,108.00 | Initial Deposit* |

| NEIGHBORHOOD SERVICES | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| **Initial Deposit Must Be Concurrently Paid By the Appellant With the Filing of the appeal and unused portion will be refunded following the Hearing Officer's final decision on the appeal. The appellant(s) shall be required to submit additional deposit(s) to the City based on estimates provided by the Hearing Officer and City Staff within five days of notification by the Department of Neighborhood Services of any additional estimated costs. If the Park Owner and Park Resident(s) both file an appeal of the board's decision (regardless of whom files the appeal first), the required deposit(s) shall be split equally between the appealing parties. The Hearing Officer may include an award of costs and expenses to the successful party on the appeal in accordance with PMC 5.44.100(D)* | | | |
| Filing Fee For Application For Special | $ 3,108.00 | $ 3,108.00 | Initial Deposit* |
| Rent Increase | | | |
| **Initial deposit must be paid by the Park Owner concurrently with the filing of the special rent increase application. Any unused portion will be refunded following the board's final decision. The Applicant shall also be required to submit additional deposit(s) (determined based on staff estimates) prior to commencement of the Board's Hearing on the application.* | | | |

| PARK & RECREATION | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **Comments** |
| **Definitions:** | | | |
| 1. Agencies with proof of Internal Revenue Code IRC 501 (c) (3) (4) (5) and (6) are considered non-profits. | | | |
| 2. Commercial use is defined as an event held for the purpose of generating monetary gain for the event sponsor(s). | | | |
| 3. Direct program costs are exclusively incurred as a result of the program and are frequently variable, adjusting as program participation varies. Direct cost examples include part-time personnel, supplies, contract services and equipment. 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. | | | |
| | | | |
| Barrel Springs Equestrian Arena | | | |
| Administrative Fee | $ 25.90 | $ 26.00 | |
| Arena Use Fee | | | |
| Profit events, full day | $ 129.50 | $ 129.50 | per day |
| Profit events, half day (6-hours or less) | $ 72.52 | $ 72.75 | |
| Overnight Camping | $ 10.36 | $ 10.50 | per vehicle |
| Security Deposit | $ - | $ - | |
| Commercial/For-profit event | $ 259.00 | $ 259.00 | |
| * Basketball Court | | | |
| Basketball Court | $ 19.68 | $ 19.75 | Per hour |
| Basketball Court with Lighting | $ 24.86 | $ 25.00 | Per hour |
| * Chimbole Cultural Center | | | |
| During posted facility operating hours, room rental rates are waived for IRC 501 (C) (3) (4) (5) and (6) non-profits. | | | |
| Ballroom - rehearsals, setup and cleanup | $ 73.56 | $ 73.75 | Per hour |
| Ballroom - with kitchen and stage | $ 203.06 | $ 203.25 | Per hour |
| Ballroom - with kitchen or stage | $ 193.73 | $ 193.75 | Per hour |
| Champagne Fountain | $ 36.26 | $ 36.50 | per day |
| Coffee Pot (30-cup) | $ 12.43 | $ 12.50 | per day per pot |
| Coffee Pot (100-cup) | $ 20.72 | $ 20.75 | per day per pot |
| Concert Grand Piano | $ 155.40 | $ 155.50 | per hour |
| Dance Floor | $ 195.80 | $ 196.00 | per day |
| Microphones | $ 33.15 | $ 33.25 | per day |
| Piano Tuning | $ 22.79 | $ 23.00 | plus cost of tuning |
| Projections System | $ 310.80 | $ 311.00 | per day |
| Security Deposit | | | |
| Birthday celebrations for minors | $ 750.06 | $ 750.25 | |
| Downstairs parties | $ 144.00 | $ 144.00 | |
| No alcohol | $ 415.44 | $ 415.50 | |
| Serving alcohol | $ 750.06 | $ 750.25 | |
| Sound System | $ 110.85 | $ 111.00 | per day |
| Spotlight | $ 41.44 | $ 41.50 | per day |
| Table service | | | |
| 50-100 guests | $ 207.20 | $ 207.25 | plus $21 per hour for staffing |
| 101-200 guests | $ 259.00 | $ 259.00 | plus $21 per hour for staffing |

| PARK & RECREATION | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| 201-300 guests | $ 310.80 | $ 311.00 | plus $21 per hour for staffing |
| Television with VCR/DVD | $ 51.80 | $ 52.00 | per day |
| Joshua Room | $ 48.69 | $ 48.75 | Per hour |
| Lilac Room | $ 48.69 | $ 48.75 | Per hour |
| Manzanita Room | $ 183.37 | $ 183.50 | Per hour |
| Primrose Room | $ 48.69 | $ 48.75 | Per hour |
| Poncitlan Conference Room | $ 48.69 | $ 48.75 | Per hour |
| * Desert Sands Park | | | |
| Community Building | $ 39.37 | $ 39.50 | Per hour |
| Concession stand | $ 10.36 | $ 10.50 | per hour |
| Electricity Outside | $ 13.47 | $ 13.50 | per hour |
| Pavilion - 50 guests or less | $ 39.37 | $ 39.50 | per hour |
| Pavilion - 51+ guests | $ 51.80 | $ 52.00 | per hour |
| Security Deposit | $ 144.00 | $ 144.00 | |
| Drytown Water Park | | | |
| Park Buyout - In Season | | | |
| 500 guests or less | $ 5,698.00 | $ 5,698.00 | |
| 501-1,500 guests | $ 5,698.00 | $ 5,698.00 | plus $4.00 per person |
| Park Buyout - Out of Season | | | |
| 500 guests or less | $ 233.10 | $ 233.25 | per hour plus expenses |
| 501-750 guests | $ 284.90 | $ 285.00 | per hour plus expenses |
| 751-1,000 guests | $ 362.60 | $ 362.75 | per hour plus expenses |
| Pavilion | $ 77.70 | $ 77.75 | 7 hours daily |
| Pavilion area-3 pavilions | $ 222.74 | $ 222.75 | 7 hours daily |
| Security Deposit | $ 1,036.00 | $ 1,036.00 | |
| Luma Tube Rental | $ - | $ 10.00 | 7 hours daily |
| * Legacy Commons | | | |
| Facility provides services to seniors who are 55 years of age and older; during facility operating hours reserved use is not permitted. | | | |
| Activity Room 1, 2, or 3 | $ 39.37 | $ 39.50 | per hour |
| Auditorium | $ 92.20 | $ 92.25 | per hour |
| Auditorium & Nutrition Hall with Kitchen and stage | $ 193.73 | $ 193.75 | per hour |
| Coffee Pot (42-cup) | $ 12.43 | $ 12.50 | per day |
| Coffee Pot (100-cup) | $ 20.72 | $ 20.75 | per day |
| Nutrition Hall | $ 92.20 | $ 92.25 | per hour |
| Overhead projector with screen | $ 43.51 | $ 43.75 | per day |
| Patio | $ 39.37 | $ 39.50 | per hour |
| Security Deposit | | | |
| Activity Room or patio use | $ 144.00 | $ 144.00 | per hour |
| Auditorium & Nutrition Hall - no alcohol | $ 415.44 | $ 415.50 | |
| Birthday celebrations for minors | $ 750.06 | $ 750.25 | |
| Serving alcohol | $ 750.06 | $ 750.25 | |
| Setup/teardown of Auditorium and Nutrition Hall | $ 73.56 | $ 73.75 | per hour |
| Sound System with one microphone | $ 108.78 | $ 109.00 | per day |
| Television with VCR/DVD (activity room only) | $ 51.80 | $ 52.00 | per day |
| * Marie Kerr Park | | | |
| Community Building | $ 39.37 | $ 39.50 | per hour |
| Security Deposit | $ 144.00 | $ 144.00 | |
| * Mcadam Park | | | |
| Concrete Stage | $ 47.66 | $ 47.75 | per hour |
| Electricity Outside | $ 13.47 | $ 13.50 | |
| Security Deposit | $ 207.20 | $ 207.25 | per hour |
| Special Event Arena (incl. 3 picnic pavilions and 2.5 acre turf field) | $ 146.08 | $ 146.25 | per hour |
| Mobile Platform Stage | | | |
| 4' x 8' Sections | $ 182.34 | $ 182.50 | each |
| Category 1: Palmdale Fire, Sheriff, Schools, and Chamber of Com | $ 302.51 | $ 302.75 | per day |
| Category 2: Palmdale based 501(c)(3) non-profits | $ 603.99 | $ 604.00 | per day |
| Category 3; Palmdale businesses and individuals | $ 1,212.12 | $ 1,212.25 | per day |
| Category 4: Non-Palmdale residents, groups, business organizations, and government agencies - both profit or non-profit | $ 1,813.00 | $ 1,813.00 | per day |
| Stage skirt | $ 90.13 | $ 90.25 | |
| Overnight Parking | | | |
| Convenience Fee | $ 58.02 | $ 58.25 | |
| Parking (self-contained only) | $ 22.79 | $ 23.00 | per vehicle |
| Palmdale Amphitheater | | | |
| Facility Use Application | $ 259.00 | $ 259.00 | fees based on 12-hour period, subject to per hour charge thereafter plus expenses |
| Grand Use - 3,001 - 10,000 patrons | | | |
| Commercial | $ 15,540.00 | $ 15,540.00 | |
| IRC 501 (c)(3)(4)(5)(6) groups - advertised public event | $ 5,180.00 | $ 5,180.00 | |

| PARK & RECREATION | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| IRC 501 (c)(3)(4)(5)(6) groups - private event | $ 5,698.00 | $ 5,698.00 | |
| Security Deposit | $1,500.00 - $3,500.00 plus expenses | $1,500.00 - $3,500.00 plus expenses | |
| Small-medium use - 1,000 -3,000 patrons | | | 4-hour minimum, subject to per hour charges thereafter |
| Commercial - private event | $ 362.60 | $ 362.75 | per hour plus expenses |
| Commercial-public event | $ 310.80 | $ 311.00 | per hour plus expenses |
| IRC 501 (c)(3)(4)(5)(6) groups - advertised public event | $ 233.10 | $ 233.25 | per hour plus expenses |
| IRC 501 (c)(3)(4)(5)(6) groups - private event | $ 259.00 | $ 259.00 | per hour plus expenses |
| Security Deposit | $250.00-$1,000, without equipment rental | $250.00-$1,000, without equipment rental | |
| Palmdale Playhouse | | | |
| Box Office Staff | $ 31.08 | $ 31.25 | per hour |
| Classroom Rental | | | |
| Commercial | $ 46.62 | $ 46.75 | per hour |
| Non-profit | $ 36.26 | $ 36.50 | per hour |
| Concert Piano | $ 207.20 | $ 207.25 | per day |
| Flyman/Other | $ 31.08 | $ 31.25 | per hour |
| Follow Spot Operator | $ 31.08 | $ 31.25 | per hour |
| Follow Spot Rental | $ 31.08 | $ 31.25 | per spot per day |
| House Operations Staff | $ 31.08 | $ 31.25 | per hour |
| Lavalieres | $ 25.90 | $ 26.00 | each, per day |
| Monitor Mixing | $ 155.40 | $ 155.50 | Up to 8 mixes, must include monitor engineer |
| Multi-media projector | $ 77.70 | $ 77.75 | per day |
| Non-Theatrical Rental | | | 6 hours, includes 3 personnel |
| Catering/cleaning fee | $ 155.40 | $ 155.50 | |
| Security Deposit | $ 518.00 | $ 518.00 | |
| Theatre rental (commercial) | $ 751.10 | $ 751.25 | |
| Theatre rental (non-profit) | $ 621.60 | $ 621.75 | |
| Orchestra Pit | $ 466.20 | $ 466.25 | per rental |
| Orchestra Shells/Risers | $ 103.60 | $ 103.75 | |
| Piano Tuning | $ 122.25 | $ 122.25 | House tuner |
| Rigger | $ 41.44 | $ 41.50 | per hour, 2-hour minimum |
| Studio Piano | $ 51.80 | $ 52.00 | per day |
| Theatre Rental | | | 6 hours, includes personnel |
| Catering/Cleaning Fee | $ 155.40 | $ 155.50 | |
| Commercial | $ 1,087.80 | $ 1,088.00 | |
| Non-profit | $ 1,010.10 | $ 1,010.25 | |
| Security Deposit | $ 1,036.00 | $ 1,036.00 | |
| Ticketing Services | | | |
| Credit Card sales Printing | 200% of credit card sales per ticket | 200% of credit card sales per ticket | |
| Charge | $ 0.26 | $ 0.25 | |
| Set-up | $ 77.70 | $ 77.75 | |
| * Park Event Open Space | | | |
| 150' x 150' | $ 80.81 | $ 81.00 | per hour |
| 300' x 300' | $ 161.62 | $ 161.75 | per hour |
| Security Deposit | $ - | $ - | $250-$1,000 |
| Walk/Run | $ 103.60 | $ 103.75 | 500 or less |
| | $ 259.00 | $ 259.00 | 501 + |
| Parkland Development Fees | | | |
| On July 1 each year, the referenced Park Development Impact Fees shall be adjusted by the Finance Director, based on the engineering news record index (ENRI). The Finance Director shall compute the percentage difference between ENRI on March 1 each year and the ENRI for the previous March 1 period. The new schedule of fees, as adjusted, shall be rounded to the nearest dollar and shall constitute the Parkland Development Impact Fee authorized by Chapter 3.34 of title three of the Palmdale Municipal Code, and shall be incorporated into this paragraph of the Fee Resolution at such time it is reinstated in its entirety, as amended. | | | |
| Single Family Dwelling Unit | $ 6,812.00 | $ 6,812.00 | per unit |
| Attached Dwelling Unit | $ 2,872.00 | $ 2,872.00 | per bedroom constructed. Capped at three bedroom maximum fee or $8,616) |
| Mobile Home Dwelling Unit | $ 4,763.00 | $ 4,763.00 | per unit |
| * Poncitlan Square | | | |
| Small Use - 100 or less patrons | $ 49.73 | $ 49.75 | per hour |
| Small Use with electricity - 100 or less patrons | $ 64.23 | $ 64.25 | per hour |
| * Recreation Centers | | | |
| Activity Room 1, 2, or 3 | $ 39.37 | $ 39.50 | per hour, regular user |

| PARK & RECREATION | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| | $ 29.53 | $ 29.75 | per hour, non-profit user |
| Activity Room and Patio | $ 47.66 | $ 47.75 | per hour, regular user |
| | $ 35.74 | $ 35.75 | per hour, non-profit user |
| Additional Microphone | $ 33.15 | $ 33.25 | per day |
| Aerobic/Dance Studio | $ 39.37 | $ 39.50 | per hour |
| Chairs (gym only) | $ 37.30 | $ 37.50 | per day, $0.50 each additional chair |
| Gymnasium Floor Covering | $ 463.09 | $ 463.25 | per use |
| Gymnasium - Full Court (2-hour minimum) | $ 145.04 | $ 145.25 | per hour, regular user |
| | $ 108.78 | $ 109.00 | per hour, non-profit user |
| | | | |
| Gymnasium - Half Court (2-hour minimum) | $ 95.31 | $ 95.50 | per hour, regular user |
| | $ 71.48 | $ 71.50 | per hour, non-profit user |
| Gymnasium - Organized Youth League | $ 56.98 | $ 57.00 | per hour, non-profit user |
| Kitchen | $ 10.36 | $ 10.50 | per hour |
| Overhead Projector with Screen | $ 43.51 | $ 43.75 | per day |
| Security Deposit | | | |
| Gymnasium | $ 702.41 | $ 702.50 | |
| Activity Room | $ 144.00 | $ 144.00 | |
| Setup and teardown of gymnasium | $ 59.05 | $ 59.25 | per hour |
| Sound System with one microphone | $ 108.78 | $ 109.00 | per day, $32 additional microphone per day |
| Tables (gym only) | $ 1.04 | $ 1.25 | per table per day |
| Television/DVD/VCR | $ 51.80 | $ 52.00 | per day |
| Volleyball Net | $ 84.95 | $ 85.00 | per day |
| * Soccer Fields | | | |
| Field without staffing | $ 16.58 | $ 16.75 | per hour |
| Lighting | $ 24.86 | $ 25.00 | per hour |
| Lining | $ 103.60 | $ 103.75 | per field |
| Off season rate | | | |
| Palmdale organized youth soccer leagues | | | |
| Field | $ 9.32 | $ 9.50 | per hour |
| Field with lights | $ 13.47 | $ 13.50 | per hour |
| Season Rates | | | |
| Palmdale organized youth soccer leagues | $ 3.11 | $ 3.25 | per hour, per field, practices and games |
| Palmdale organized youth football leagues | $ 6.22 | $ 6.25 | per hour, per field, practices and games |
| Palmdale Organized youth or adult leagues | $ 16.58 | $ 16.75 | per hour, per field, practices and games |
| Security Deposit | $ 134.68 | $ 134.75 | per field |
| Set-up and Lining | $ 176.12 | $ 176.25 | per field |
| Tournaments | | | |
| Field without staffing | $ 13.47 | $ 13.50 | per hour per field |
| Field with lights without staffing | $ 23.83 | $ 24.00 | per hour per field |
| * Softball Fields | | | |
| Field lining and prepping | $ 41.44 | $ 41.50 | per hour |
| Field Rental | $ 25.90 | $ 26.00 | per hour |
| Field with Lights | $ 32.12 | $ 32.25 | per hour |
| Season Rates (games only) | | | |
| Palmdale organized youth leagues | $ 16.58 | $ 16.75 | |
| Tournaments | | | |
| Field Preparation | $ 41.44 | $ 41.50 | per field |
| Lighting | $ 12.43 | $ 12.50 | per field, per hour |
| Single field | $ 155.40 | $ 155.40 | per day |
| Single field 1/2 day or 6-hours or less | $ 82.88 | $ 83.00 | |
| Swimming Pools | | | |
| High school swim team use will be charged fees based upon the terms of the City's reciprocal use agreement with Antelope Valley Union | | | |
| High School District. | | | |
| Private pool use - 2 hour minimum | | | |
| 50 patrons or less | $ 75.50 | $ 75.50 | for 2 hours. $32 each additional hour. |
| Additional Lifeguard fees | $ 17.75 | $ 17.75 | per hour/lifeguard |
| Security Deposit, Swimming Pools | $ 134.68 | $ 134.75 | |
| School use or non-profit groups - 2 hour minimum | | | |
| 50 swimmers or less | $ 51.00 | $ 51.00 | per hour, includes 2 lifeguards |
| Additional Lifeguard fees | $ 17.75 | $ 17.75 | per hour/lifeguard |
| Swim Team Use | | | |
| Additional Lifeguard fees | $ 17.75 | $ 17.75 | per hour/lifeguard |
| Security Deposit, Swimming Pools | $ 134.68 | $ 134.75 | |

| PARK & RECREATION | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | Comments |
| Swim Team Practice | | | |
| Regular User | $ 6.22 | $ 6.25 | per hour/lane, 3 lane minimum |
| Non-profit user | $ 5.18 | $ 5.25 | per hour/lane, 3 lane minimum |
| Timing System | $ 46.62 | $ 46.75 | per hour |
| * Roller Hockey Rink | | | |
| Roller Hockey Rink | $ 46.62 | $ 46.75 | per hour |
| Roller Hockey Rink with lighting | $ 65.27 | $ 65.50 | per hour |
| * Skate Park | | | |
| Skate Park | $ 33.15 | $ 33.25 | per hour |
| * Tennis Courts | | | |
| Tennis Court (single) | $ 16.58 | $ 16.75 | per hour, $6 per hour for each additional court |
| Tennis Courts with Lighting | $ 21.76 | $ 22.00 | per hour, $10 per hour for each additional court |
| * Volleyball Court | | | |
| Volleyball Court | $ 16.58 | $ 16.75 | per hour |
| Volleyball Court with lighting | $ 23.83 | $ 24.00 | per hour |
| Public Art Fee | | | |
| 1. Municipal Development, Cost of $500,000 or more | | | |
| a) >1% or $5K of CIP Construction. Contribution capped at $250K | $5,000.00 | $5,000.00 | Minimum Fee ($5K = $500K x 1%) |
| 2. Private Development, Building Permit Valuation of $500,000 or more | | | |
| a) >.5% or $2.5K of Building Permit Valuation. Contribution capped at $250K | $2,500.00 | $2,500.00 | Minimum Fee ($2.5K = $500K x .5%) |
| 3. Residential Development w/no Funding for Repairs and Maintenance | | | |
| a) In-lieu Contribution = to the Program Allocation | | | |
| an owner or developer, at its discretion, may place a Public Art In-Lieu Contribution in an amount equal to the program allocation. The contribution shall be paid prior to the issuance of a building permit of the project on the development site and will be capped at $250,000 for single construction projects. | | | |
| 4. Phase Development | | | |
| a) Based on the total number of building permits applied for and does not include any withdrawn permit applications. If an owner or developer chooses to stagger the application of building permits in accordance with a phase schedule (e.g. multiple phases of a residential tract), the contribution shall be applicable to the total number of building permits applied per phase of development. | | | |
| 5. Mixed-Use and Residential Projects - (5) or more Residential Units | | | |
| a) Contribution requirement applies | | | |
| 6. Exemptions - Private Development | | | |
| a) Non-profit Housing and Affordable Housing Developments with at least 20% of the units set aside for households with | | | |
| incomes of 80% or less of Area Median Income (AMI) pursuant to Health & Safety Code 50093(C) and Accessory Structures. | | | |
| b) Mixed-Use and Residential Projects that create four (4) or less residential units | | | |
| 7. Exemptions - Municipal Development | | | |
| a) Costs of non-construction-related activities such as studies, design, reports, leases, and easements; including, without limitation, activities in the City's capital improvement budget that are designated as non-construction. | | | |
| b) The cost of environmental review, whether or not it is related to a construction project. | | | |
| c) Sewer and drainage projects and other below-ground construction. | | | |
| d) Capital Improvement Program projects that are designated as maintenance in the City's CIP budget or designated as non-construction projects in the CIP budget, retrofits (e.g., seismic or those required to meet legal requirements such as compliance with the Americans with Disabilities Act); site remediation; acquisition or installation of furniture, fixtures, and equipment; and affordable housing projects. | | | |
| e) Nothing is intended to prohibit the City Manager, in conjunction with the submission and approval of the annual capital budgets of the City and subject to the approval of the City Council, from designating additional funds, subject to applicable restrictions, to be utilized for public art. | | | |
| f) Appropriations for purposes of acquiring public art in order to carry out the provisions of this ordinance shall comply with applicable funding source requirements. If the source of funding or other applicable law or regulation with respect to any particular project prohibits or restricts the use of funds for public art, the amount of funds prohibited or restricted shall be excluded in calculating the public art fee contribution. | | | |

## EXHIBIT ( L )

| Description | Current Fees - Resident | Proposed Fees - Resident | Direct Cost Recovery Goal |
|---|---|---|---|
| **Youth Sports | | | |
| Girl's Softball | $85.00 | $85.00 | 25-50% |
| Baseball | $85.00 | $85.00 | 25-50% |
| Basketball | $73.00 | $73.00 | 25-50% |
| Coaches Pitch | $75.00 | $75.00 | 25-50% |
| T-Ball | $75.00 | $75.00 | 25-50% |
| Volleyball | $66.00 | $66.00 | 25-50% |
| **Adult Sports | | | |
| Basketball - Per Team | $795.00 | $795.00 | 50-75% |
| Volleyball - Per Team | $390.00 | $390.00 | 50-75% |
| Slow Pitch Softball - Per Team | $565.00 | $565.00 | 50-75% |
| Kickball - Per Team (New) | $565.00 | $565.00 | 50-75% |
| **Aquatics | | | |
| Jr. Lifeguard | $88.00 | $88.00 | 25-50% |
| Lifeguard Academy | $140.00 | $140.00 | 50-75% |
| Membership - Lap Swim | $4.00/Swim | $4.00/Swim | 0-25% |
| Membership - Lap Swim (10PK) | $40.00 | $40.00 | 0-25% |
| Membership - Lap Swim (20PK) | $70.00 | $70.00 | 0-25% |
| Membership - Lap Swim (40PK) | $130.00 | $130.00 | 0-25% |
| Membership - Recreation Swim | $3.00/session | $3.00/session | 0-25% |
| Membership - Recreation Swim (10Pk) | $30.00 | $30.00 | 0-25% |
| Membership - Recreation Swim (20Pk) | $45.00 | $45.00 | 0-25% |
| Membership - Recreation Swim (40Pk) | $80.00 | $80.00 | 0-25% |
| Membership - Senior Lap Swim | $2.00/Swim | $2.00/Swim | 0-25% |
| Membership - Senior Lap Swim (10PK) | $20.00 | $20.00 | 0-25% |
| Membership - Senior Lap Swim (20PK) | $35.00 | $35.00 | 0-25% |
| Membership - Senior Lap Swim (40PK) | $65.00 | $65.00 | 0-25% |
| Novice Swim Team | $88.00 | $88.00 | 50-75% |
| Swim Lesson - Adaptive Swim | $52.00 | $52.00 | 0-25% |
| Swim Lesson - Adult Swim | $52.00 | $52.00 | 0-25% |
| Swim Lesson - Level 1 | $52.00 | $52.00 | 0-25% |
| Swim Lesson - Level 2 | $52.00 | $52.00 | 0-25% |
| Swim Lesson - Level 3 | $52.00 | $52.00 | 50-75% |
| Swim Lesson - Level 4 | $52.00 | $52.00 | 50-75% |
| Swim Lesson - Level 5 | $52.00 | $52.00 | 50-75% |
| Swim Lesson - Parent/Child | $24.00 | $24.00 | 0-25% |
| Swim Lesson - Preschool | $52.00 | $52.00 | 0-25% |
| Swim Lesson - Private Swim | $82.00 | $82.00 | 75-100% |
| Water Exercise | $45.00 | $45.00 | 50-75% |
| Special Events | | | |
| Discounts & Promos | 0-25% | 0-25% | - |
| Vendor Booth Fee | Free - $200 | Free - $200 | 75-100% |
| Electricity | $25.00 | $25.00 | 75-100% |
| Vendor Commission Fee | 0-25% | 0-25% | 75-100% |
| Beverage Sales | $8.00 | 50%-200% Mark-up | 75-100% |
| Spring Fest - Activity Wrist Band | $5.00 | $5.00 | 0-25% |
| General Admission - Movie Night | $3.25 | $3.25 | 0-25% |
| General Admission - Movie Night (12 & under) | Free | Free | 0-25% |
| General Admission - Fireworks | $5.00 | $5.00 | 0-25% |
| General Admission - Fireworks (12 & under) | Free | Free | 0-25% |
| Headliner Concert - General Admission | $15-$35 | $15-$35 | 25-50% |
| Headliner Concert - Preferred Seating | $25-$45 | $25-$45 | 25-50% |
| Headliner Concert - Standing Room | $35-$55 | $35-$55 | 25-50% |
| Group Seating Package (New) | - | $400-$600 | 25-50% |
| Regional Concert - General Admission | $5-$15 | $5-$15 | 0-25% |
| Regional Concert - Preferred Seating | $10-$20 | $10-$20 | 0-25% |
| Regional Concert - Standing Room | $15-$25 | $15-$25 | 0-25% |
| DryTown Water Park | | | |
| Discounts & Promos | 0-25% | 0-25% | - |
| **Season Pass (Current) | $70.00 | - | 75-100% |
| **Season Pass - Limited, Excluding weekends, Holidays & Special Events (New) | $70.00 | $70.00 | 75-100% |
| **Season Pass - All Access (New) | - | $91.00 | 75-100% |
| **Season Pass Limited Weekend Daily Admission (New) | - | $10.00 | 75-100% |

## EXHIBIT ( L )

| Description | Current Fees - Resident | Proposed Fees - Resident | Direct Cost Recovery Goal |
|---|---|---|---|
| **Admission - Season Pass Under 2 | Free | Free | 75-100% |
| **Admission - 48" and over | $22.00 | $25.00 | 75-100% |
| **Admission - Under 48" | $17.00 | $20.00 | 75-100% |
| **Admission - Senior (65+) | $17.00 | $20.00 | 75-100% |
| Admission - Military (inlcuding family members) | $17.00 | $18.00 | 75-100% |
| Admission - Under 2 | Free | Free | 75-100% |
| Admission - Caregiver | Free | Free | 75-100% |
| Admission - Sundown | $14.00 | $15.00 | 75-100% |
| Admission - Family Glow Night | $15.00 | $17.00 | 75-100% |
| Group Rate (20+ People)/ Person | $15.00 | $18.00 | 75-100% |
| Party Package - Bonanza (45 people) | $999.00 | $1,099.00 | 75-100% |
| Party Package - Eureka (30 people) | $749.00 | $824.00 | 75-100% |
| Party Package - Gold Nugget (30 people) | $399.00 | $439.00 | 75-100% |
| Party Package - Additional Guest/ Person | $15.00 | $18.00 | 75-100% |
| General Store - Non-taxable | $1.75-10 | 50%-200% Mark-up | 75-100% |
| General Store - Taxable | $0.50-20 | 50%-200% Mark-up | 75-100% |
| Locker | $6.00 | $8.00-$15.00 | 75-100% |
| Cabana Package (admission for 6, cabana and water) | $199.00 | $199.00 | 75-100% |
| Lounge Cabana Package (admission for 6, cabana & water) | $99.00 | $99.00 | 75-100% |
| **Palmdale Playhouse** | | | |
| Discounts & Promos | 0-25% | 0-25% | - |
| Contracted Performance Admission | $5-$200 | $5-$200 | 25-50% |
| Performance Admission | $5-30 | $5-30 | 25-50% |
| **All About Theatre | $45.00 | $45.00 | 0-25% |
| **The Theatre Experience | $130.00 | $130.00 | 25-50% |
| Concession Items | $1-5 | 50%-200% Mark-up | 75-100% |
| Santa Claus Visit | $5.00 | $5.00 | 0-25% |
| **Theatre Camp, Junior (9-11) | $140.00 | $140.00 | 25-50% |
| **Summer Theatre Experience Camp (12-17) | $250.00 | $250.00 | 25-50% |
| **Transaction Fees - Per Contract Terms** | | | |
| Admission/Product Value - $0.01 - $5.00 | $0.75 | $0.75 | 75-100% |
| Admission/Product Value - $5.01 - $10.00 | $1.00 | $1.00 | 75-100% |
| Admission/Product Value - $10.01 - $30.00 | $1.50 | $1.50 | 75-100% |
| Admission/Product Value - $30.01 - $40.00 | $2.25 | $2.25 | 75-100% |
| Admission/Product Value - $40.01 - $50.00 | $3.25 | $3.25 | 75-100% |
| Admission/Product Value - $50.01+ | $5.00 | $5.00 | 75-100% |
| Merchant Processing Fee | 3.25% | 3.25% | 75-100% |

| PUBLIC WORKS | | | |
|---|---|---|---|
| DESCRIPTION | FY 2022 Fee | FY 2023 Fee | COMMENTS |
| Amargosa Drainage Fees | | | |
| Commercial and Industrial Development | $ 23,351.44 | $ 23,351.44 | per acre |
| Multi-Family Residential Development | $ 2,341.36 | $ 2,341.36 | per dwelling |
| Single Family Residential Development | $ 4,548.04 | $ 4,548.04 | per dwelling |
| Anaverde Drainage Fees | | | |
| Commercial and Industrial Development | $ 11,841.48 | $ 11,841.48 | per acre |
| Multi-Family Residential Development | $ 1,181.04 | $ 1,181.04 | per dwelling |
| Single Family Residential Development | $ 2,372.44 | $ 2,372.44 | per dwelling |
| Big Rock Drainage Fees | | | |
| Commercial and Industrial Development | $ 22,833.44 | $ 22,833.44 | per acre |
| Fire Facility Impact Fees | | | |
| Land Use Category Fees | $ 0.95 | $ 0.95 | per sq. ft. |
| Follow-Up Plan Check Review * | | | |
| General Public Facility Dwelling Unit | | | |
| Single Family Dwelling Unit | $ 1,750.84 | $ 1,750.84 | per unit |
| Duplex or triplex dwelling unit | $ 1,004.92 | $ 1,004.92 | per unit |
| Apartment dwelling unit | $ 849.52 | $ 849.52 | per unit |
| Commercial | $ 227.92 | $ 227.92 | per 1,000 sq. ft. |
| Industrial | $ 269.36 | $ 269.36 | per 1,000 sq. ft. |
| **25% of original plan review* | | | |
| *fee after 3 reviews ($150 minimum per review)* | | | |
| Little Rock Drainage Fees | | | |
| Commercial and Industrial Development | $ 33,815.04 | $ 33,815.04 | per acre |
| Single Family Residential Development | $ 6,765.08 | $ 6,765.08 | per dwelling |
| Pearland Drainage Fees | | | |
| Commercial and Industrial Development | $ 31,256.12 | $ 31,256.12 | per acre |
| Multi-Family Residential Development | $ 3,128.72 | $ 3,128.72 | per dwelling |
| Single Family Residential Development | $ 6,257.44 | $ 6,257.44 | per dwelling |
| Portal Ridge Drainage Fees | | | |
| Commercial and Industrial Development | $ 22,336.16 | $ 22,336.16 | per acre |
| Multi-Family Residential Development | $ 2,248.12 | $ 2,248.12 | per dwelling |
| Single Family Residential Development | $ 4,465.16 | $ 4,465.16 | per dwelling |
| Sewage/R-O-W Spill Clean-Up | | | Actual Costs |
| Sign & Striping Traffic Plan Review | | | |
| First two sheets | $ 383.32 | $ 383.32 | |
| Each additional sheet | $ 155.40 | $ 155.40 | |
| Traffic Impact Fees | | | |
| Apartment | $ 1,212.12 | $ 1,212.12 | per DU |
| Condominium/Townhouse | $ 1,067.08 | $ 1,067.08 | per DU |
| Corporate Headquarters Building | $ 1.35 | $ 1.35 | per gsf |
| General Heavy Industrial | $ 0.31 | $ 0.31 | per gsf |
| General Light Industrial | $ 1.24 | $ 1.24 | per gsf |
| General Office | $ 2.07 | $ 2.07 | per gsf |
| Medical-Dental Office Building | $ 6.63 | $ 6.63 | per gsf |
| Manufacturing | $ 0.73 | $ 0.73 | per gsf |
| Other Uses | $ 176.12 | $ 176.12 | per daily trip |
| Retail | $ 4.66 | $ 4.66 | per gsf |
| Single Family Residential | $ 1,740.48 | $ 1,740.48 | per DU |
| Warehousing | $ - | $ 0.93 | per gsf |
| Traffic Impact Study Review | | | |
| Traffic Study LOS Review 4 or less intersections | $ 3,574.20 | $ 3,574.20 | per study |
| Traffic Study LOS Review 5 or more intersections | $ 6,682.20 | $ 6,682.20 | per study |
| Traffic Study VMT and LOS Review 4 or less intersections | $ 6,164.20 | $ 6,164.20 | per study |
| Traffic Study VMT and LOS Review 5 or more intersections | $ 8,754.20 | $ 8,754.20 | per study |
| Traffic Signal Plan Review | $ 942.76 | $ 942.76 | per plan |
| | | | |

| SEWER CAPACITY FEES | | | | |
|---|---|---|---|---|
| Use Type/Category | Unit | Flow Factor (gpd) | FY 2022 Fee | FY 2023 Fee |
| Residential | | | | |
| Single family | Dwelling unit | 1 | $ 2,658.38 | $ 2,658.38 |
| Condominium | Dwelling unit | 0.75 | $ 1,993.26 | $ 1,993.26 |
| Multiple Family Residential | Dwelling unit | 0.6 | $ 1,594.40 | $ 1,594.40 |
| Mobile Homes | Dwelling unit | 0.6 | $ 1,594.40 | $ 1,594.40 |
| Senior Housing | Dwelling unit | 0.6 | $ 1,594.40 | $ 1,594.40 |
| Commercial/Industrial/Institutional | | | | |
| Hotel/Motel/Rooming House | Per room | 125 | $ 1,108.52 | $ 1,108.52 |
| Store/Retail Sales | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Supermarket | Per 1000 $ft^2$ | 150 | $ 1,329.19 | $ 1,329.19 |
| Shopping Center/Mixed Use | Per 1000 $ft^2$ | 325 | $ 2,880.08 | $ 2,880.08 |
| Regional Mall | Per 1000 $ft^2$ | 150 | $ 1,329.19 | $ 1,329.19 |
| Office Building | Per 1000 $ft^2$ | 200 | $ 1,771.56 | $ 1,771.56 |
| Medical/Dental/Veterinary Clinic | Per 1000 $ft^2$ | 300 | $ 2,658.38 | $ 2,658.38 |
| Restaurant | Per 1000 $ft^2$ | 1,000 | $ 8,859.87 | $ 8,859.87 |
| Indoor Theatre | Per 1000 $ft^2$ | 125 | $ 1,108.52 | $ 1,108.52 |
| Car Wash – Tunnel No Recycling | Per 1000 $ft^2$ | 3,700 | $ 32,783.18 | $ 32,783.18 |
| Car Wash – Tunnel Recycling | Per 1000 $ft^2$ | 2,700 | $ 23,923.31 | $ 23,923.31 |
| Car Wash – Wand Type | Per 1000 $ft^2$ | 700 | $ 6,202.53 | $ 6,202.53 |
| Bank, Credit Union | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Service Shop/Auto Maint/Repair Shop | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Animal Kennel | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Gas Station | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Gas Station with Store | Per 1000 $ft^2$ | 200 | $ 1,771.56 | $ 1,771.56 |
| Auto Sales | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Wholesale Outlet | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Nursery/Green House | Per 1000 $ft^2$ | 25 | $ 221.70 | $ 221.70 |
| Manufacturing | Per 1000 $ft^2$ | 200 | $ 1,771.56 | $ 1,771.56 |
| Lt Manufacturing =< 300,000 $ft^2$ | Per 1000 $ft^2$ | 25 | $ 221.70 | $ 221.70 |
| Lt Manufacturing > 300,000 $ft^2$ | Per 1000 $ft^2$ | 10 | $ 89.10 | $ 89.10 |
| Lumber Yard =< 300,000 $ft^2$ | Per 1000 $ft^2$ | 25 | $ 221.70 | $ 221.70 |
| Lumber Yard > 300,000 $ft^2$ | Per 1000 $ft^2$ | 10 | $ 89.10 | $ 89.10 |
| Warehousing =< 300,000 $ft^2$ | Per 1000 $ft^2$ | 25 | $ 221.70 | $ 221.70 |
| Warehousing > 300,000 $ft^2$ | Per 1000 $ft^2$ | 10 | $ 89.10 | $ 89.10 |
| Open Storage = < 300,000 $ft^2$ | Per 1000 $ft^2$ | 25 | $ 221.70 | $ 221.70 |
| Open Storage > 300,000 $ft^2$ | Per 1000 $ft^2$ | 10 | $ 89.10 | $ 89.10 |
| Drive-in Theater | Per 1000 $ft^2$ | 20 | $ 177.16 | $ 177.16 |
| Night Club/Cocktail Lounge Bar | Per 1000 $ft^2$ | 350 | $ 3,100.75 | $ 3,100.75 |
| Bowling/Skating | Per 1000 $ft^2$ | 150 | $ 1,329.19 | $ 1,329.19 |
| Club & Lodge Halls (Fraternal or Civic) | Per 1000 $ft^2$ | 125 | $ 1,108.52 | $ 1,108.52 |
| Auditorium/Amusement | Per 1000 $ft^2$ | 350 | $ 3,100.75 | $ 3,100.75 |
| Golf Course/Park (structures & improvement) | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Campground/Marina/RV Park | Per site/slip | 55 | $ 486.92 | $ 486.92 |
| Convalescent Home, Beds | Per bed | 125 | $ 1,108.52 | $ 1,108.52 |
| Horse Stables or Stalls | Per stall | 25 | $ 221.70 | $ 221.70 |
| Laundromat | Per 1000 $ft^2$ | 3,825 | $ 33,891.70 | $ 33,891.70 |
| Dry Cleaner - on Site | Per 1000 $ft^2$ | 200 | $ 1,771.56 | $ 1,771.56 |
| Dry Cleaner - off Site | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Mortuary/Funeral Home | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Health Spa/Gym (without showers) | Per 1000 $ft^2$ | 300 | $ 2,658.38 | $ 2,658.38 |
| Health Spa/Gym (with showers) | Per 1000 $ft^2$ | 600 | $ 5,315.72 | $ 5,315.72 |
| Hospital | Per 1000 $ft^2$ | 250 | $ 2,214.97 | $ 2,214.97 |
| Special Event Center, attendance | Attendance | 10 | $ 89.10 | $ 89.10 |
| College/University, Students | Students | 20 | $ 177.16 | $ 177.16 |
| School | Per 1000 $ft^2$ | 200 | $ 1,771.56 | $ 1,771.56 |
| Library, Museum | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |

| SEWER CAPACITY FEES | | | | |
|---|---|---|---|---|
| Use Type/Category | Unit | Flow Factor (gpd) | FY 2022 Fee | FY 2023 Fee |
| Post Office (local) | Per 1000 $ft^2$ | 100 | $ 885.78 | $ 885.78 |
| Post Office (Regional) | Per 1000 $ft^2$ | 25 | $ 221.70 | $ 221.70 |
| | | | | |
| The minimum fee for all non-residential connections shall not be less than: | | | **$ 2,658.38** | **$ 2,658.38** |

The fees for uses not specifically listed above, shall be computed by the Public Works Director, using a similar use designation or the expected average daily discharge to the sewer system times $8.55 per gallons per day.

| OTHER FEES | | |
|---|---|---|
| DESCRIPTION | FY 2022 Fee | FY 2023 Fee |
| Sewer Annexation/Withdrawal, per Study | $ 4,144.00 | $ 4,144.00 |
| Sewer Area Study Review | $ 310.80 | $ 310.80 |
| Sewer Facilities Reimbursement Agreement, per permit | $ 880.60 | $ 880.60 |
| Sewer Lateral Saddle Connect Inspection | $ 518.00 | $ 518.00 |
| | | |

| PLANNING | | | |
|---|---|---|---|
| **Description** | **FY 2022 Fee** | **FY 2023 Fee** | **COMMENTS** |
| Additional Animal Permit | | | |
| New | $ 155.40 | $ 155.40 | |
| Renewal | $ 36.26 | $ 36.26 | |
| Agreements, Other | $ 77.70 | $ 77.70 | per hour staff time plus City Attorney costs |
| Annexation Request Review | $ 4,144.00 | $ 4,144.00 | Plus $5 per acre plus applicable election costs and LAFCO fees |
| Appeal To City Staff | $ 250.00 | $ 250.00 | per appeal |
| Appeal To The Planning Commission | $ 750.00 | $ 750.00 | per appeal |
| Application Refund | | | |
| *Application filed and/or distributed to affected departments or agencies - 75% of fees paid First meeting of the Development Advisory Board has been concluded or determination regarding completeness has been made - 50% of fees paid Applicant fails to respond to a second request for additional information - No Refund Second meeting of the Development Advisory Board has been concluded and/or conditions and/or staff report prepared - No Refund* | | | |
| Conditional Use Permit (CUP) | $ 7,150.00 | $ 7,150.00 | Flat Fee |
| Expedited Conditional Use Permit (CUP) | $ - | $ 10,725.00 | 150% of base CUP |
| Determination Of Unlisted Uses | | | |
| Determination of Unlisted Uses - Planning Director | $ 1,000.00 | $ 1,000.00 | |
| Determination of Unlisted Uses - Planning Commission | $ 4,500.00 | $ 4,500.00 | |
| Deferred Completion Agreement | $ 500.00 | $ 500.00 | per application |
| Development Agreement And Density Bonus | | | |
| Annual Review | $ 259.00 | $ 259.00 | per review plus $75 per hour per agreement plus actual City Attorney costs |
| Negotiation and Drafting | $ 3,450.00 | $ 3,450.00 | |
| Development Agreement Modification | $ 2,331.00 | $ 2,331.00 | per application plus actual City Attorney costs |
| Document Retrieval | $ 36.26 | $ 36.26 | hour (charged to nearest 1/4 hour) |
| Environmental Categorical Exemption | $ 500.00 | $ 500.00 | Plus county fees |
| Environmental Initial Study | $ 2,000.00 | $ 2,000.00 | per application |
| Environmental Impact Report | $ 8,000.00 | $ 8,000.00 | |
| Exotic Animal Permit | | | |
| New | $ 155.40 | $ 155.40 | |
| Renewal | $ 36.26 | $ 36.26 | |
| False Alarm Response Billing | | | |
| Fourth and subsequent false alarm fees in a 12-month period | $ 155.40 | $ 155.40 | |
| Fish And Wildlife Fees* | $ 25.90 | $ 25.90 | |
| | | | |
| *plus applicable County processing and State Dept. of Fish and Wildlife fees | | | |
| General Plan Amendment | $ 3,108.00 | $ 3,108.00 | per application plus $50 per acre for first 200 acres and $25 per acre for each additional acre |
| Hazardous Waste Facilities | | | |
| On-site facility (non-incinerator) | $ 10,360.00 | $ 10,360.00 | per application plus $75 per hour after 220 hours plus City Attorney |
| Hazardous Waste Facilities, Continued | | | |
| Off-site facility (including incinerators) | $ 25,900.00 | $ 25,900.00 | per application plus $75 per hour after 550 hours plus City Attorney |
| Local Assessment Committee (LAC) | $ 25,900.00 | $ 25,900.00 | per application plus $75 per hour after 550 hours plus City Attorney |
| Major Modifications | | | 80% of original fee |
| Minor Site Plan Review | $ 1,000.00 | $ 1,000.00 | flat fee |
| Minor Exception Review | $ 1,000.00 | $ 1,000.00 | flat fee |
| Minor Modifications | $ 1,900.00 | $ 1,900.00 | flat fee |
| Off-Site Directional Sign Program | $ 31.08 | $ 31.08 | per month per location |
| Parcel Map Waiver | $ 518.00 | $ 518.00 | per application |
| Planning Construction Inspection | $ 181.30 | $ 181.30 | per inspection |
| Planned Development | $ 3,108.00 | $ 3,108.00 | per application plus $50 per acre for first 10 acres and $25 per acre for each additional acre |
| Planning Sign Review | $ 250.00 | $ 250.00 | per application |

| PLANNING | | | |
|---|---|---|---|
| Description | FY 2022 Fee | FY 2023 Fee | COMMENTS |
| Post Approval Plan Check | $ 250.00 | $ 250.00 | per plan type maximum $1,000 |
| | | | recheck after initial submittal |
| Preliminary Project Review To Development Advisory Board (DAB) | $ 250.00 | $ 250.00 | per application |
| Expedited Preliminary Project Review To Development Advisory Board (DAB) | $ - | $ 375.00 | 150% of base fee |
| Request For Special Dab Meeting | $ 250.00 | $ 250.00 | |
| Public Hearing Fee | $ 492.10 | $ 492.10 | |
| Public Hearing Noticing/Mailing | | | |
| Documents or maps, other | | | actual costs |
| Mailing | $ 1.65 | $ 1.65 | per address per hearing |
| Noticing in paper of general circulation | $ 450.00 | $ 450.00 | per notice |
| Noticing: 1/8 page | $ 800.00 | $ 800.00 | per notice |
| Postage | | | cost of postage |
| Real Estate Sign Permit | $ 1.04 | $ 1.04 | per decal |
| Reclamation Plan | $ 2,072.00 | $ 2,072.00 | per application plus $20 per acre plus $75 per hour |
| | | | after 30 hours |
| Reclamation Plan Annual Inspection | $ 777.00 | $ 777.00 | per operator plus actual cost |
| | | | of City Engineer or consultant |
| Shopping Cart Plan | | | |
| New | $ 155.40 | $ 155.40 | |
| Renewal | $ 77.70 | $ 77.70 | |
| Sign Program | $ 310.80 | $ 310.80 | per program |
| Site Plan Review | $ 7,150.00 | $ 7,150.00 | flat fee |
| Expedited Site Plan Review | $ - | $ 10,725.00 | 150% of base fee |
| | $ 3,575.00 | $ 3,575.00 | or flat fee if submitted with another applications |
| Special Event Permit | $ 250.00 | $ 250.00 | |
| Specific Plan | $ 4,869.20 | $ 4,869.20 | per application plus $15 per residential unit |
| | | | commercial/industrial |
| | | | floor area |
| Specific Plan Amendment | $ 2,331.00 | $ 2,331.00 | per application plus actual legal costs |
| | | | legal costs |
| Subdivision Development Plan Review | $ 1,050.00 | $ 1,050.00 | per application plus $40 per lot |
| | | | |
| Temporary Sign Review | $ 259.00 | $ 259.00 | per application |
| Temporary Use Permit | | | |
| After Hours and Weekend Inspections | $ 250.00 | $ 250.00 | flat fee |
| Fireworks Stand | $ 250.00 | $ 250.00 | flat fee |
| In tract/off-site model home, off-site vehicle sales | $ 250.00 | $ 250.00 | flat fee |
| Special Events longer than 1-day | $ 250.00 | $ 250.00 | flat fee |
| Temporary Office, Trailer/Structure on construction site, Stockpiling | $ 250.00 | $ 250.00 | flat fee |
| Tentative Parcel Map | $ 5,000.00 | $ 5,000.00 | flat fee |
| Tentative Tract Map | | | |
| Small Maps 1-40 lots/units | $ 7,500.00 | $ 7,500.00 | flat fee |
| Large Maps 41 + lots/units - | $ 9,000.00 | $ 9,000.00 | flat fee |
| Time Extension | | | 80% of the original fees involved |
| Variance | $ 1,813.00 | $ 1,813.00 | per application; 50% |
| | | | reduction if submitted with |
| | | | another application |
| Written Interpretation Of Policies And Regulations | $ 77.70 | $ 77.70 | per hour |
| Zone Change | $ 3,108.00 | $ 3,108.00 | per application plus $50 per acre for first 200 acres |
| | | | and $25 per acre for each additional acre |
| Zoning Clearance | $ 70.00 | $ 70.00 | per application |
| Zoning Ordinance Or General Plan Document Fee | $ 207.20 | $ 207.20 | |
| Zoning Ordinance Amendment | $ 2,331.00 | $ 2,331.00 | per application plus actual cost for City Attorney or |
| | | | outside legal review |
| Zoning Verification | $ 155.40 | $ 155.40 | per application |
| | | | |

| California Vehicle Code Violations | | | |
|---|---|---|---|
| Code Section | Description | FY 2022 Fee | FY 2023 Fee |
| 4000(a) | Unregistered Vehicle [3] | $ 110.70 | $ 110.70 |
| | With proof of correction by due date [4] | $ 15.00 | $ 15.00 |
| 4454 (a) | Registration card [3] | $ 147.83 | $ 147.83 |
| | With proof of correction by due date [4] | $ 15.00 | $ 15.00 |
| 4457 | Stolen, lost, or damaged/mutilated license plates [3] | $ 154.58 | $ 154.58 |
| | With proof of correction by due date [4] | $ 15.00 | $ 15.00 |
| 4462 (B) | Evidence of registration/plates wrong vehicle [3] | $ 147.83 | $ 147.83 |
| 5200 | Display of license plates/missing plate(s) [3] | $ 103.95 | $ 103.95 |
| | With proof of correction by due date [4] | $ 15.00 | $ 15.00 |
| 5201 | Improper positioning of plates [3] | $ 103.95 | $ 103.95 |
| | With proof of correction by due date [4] | $ 15.00 | $ 15.00 |
| 5202 | Period of display | $ 103.95 | $ 103.95 |
| 5204 (a) | No license tabs (month and/or year)/expired license tabs [3] | $ 103.95 | $ 103.95 |
| | With proof of correction by due date [4] | $ 15.00 | $ 15.00 |
| 21113 (a) | Unlawful parking - Public grounds | $ 161.33 | $ 161.33 |
| 21210 | Bicycle Parking | $ 89.78 | $ 89.78 |
| 21211 (b) | Parked in bicycle path | $ 161.33 | $ 161.33 |
| 22500 (a) | Parking or stopping within an intersection | $ 161.33 | $ 161.33 |
| 22500 (b) | Parking or stopping on a crosswalk | $ 161.33 | $ 161.33 |
| 22500 (c) | Parking or stopping in safety zone, sign or red curb | $ 161.33 | $ 161.33 |
| 22500 (d) | Parking or stopping within 15ft of fire station driveway | $ 255.83 | $ 255.83 |
| 22500 (e) | Blocking driveway | $ 215.33 | $ 215.33 |
| 22500 (f) | Parking on sidewalk | $ 215.33 | $ 215.33 |
| 22500 (g) | Parking along excavation | $ 215.33 | $ 215.33 |
| 22500 (h) | Double parking | $ 215.33 | $ 215.33 |
| 22500 (i) | Parking in bus zone [5] | $ 681.08 | $ 681.08 |
| 22500 (j) | Parking in tunnel | $ 228.83 | $ 228.83 |
| 22500 (k) | Parking on a bridge | $ 215.33 | $ 215.33 |
| 22500 (l) | Blocking disabled access ramp [5] | $ 768.83 | $ 768.83 |
| 22500.1 | Parking in a fire lane | $ 255.83 | $ 255.83 |
| 22502 (a) | Parking more than 18" from the curb | $ 215.33 | $ 215.33 |
| 22502 (e) | Curb parking - one way | $ 215.33 | $ 215.33 |
| 22505 (b) | State highway parking | $ 215.33 | $ 215.33 |
| 22507.8 (a) | Parking in disabled space without special identification [6] | $ 964.58 | $ 964.58 |
| 40226 | Cancellation of fine upon proof of valid disabled placard | $ 90.45 | $ 90.45 |
| 22507.8 (b) | Obstruct, block or bar access to disabled parking [6] | $ 964.58 | $ 964.58 |
| 22507.8 (c) | Disabled parking boundary lines/crosshatched lines [6] | $ 964.58 | $ 964.58 |
| 22510 | Parking in snow removal areas | $ 215.33 | $ 215.33 |
| 22513 | Tow trucks soliciting business (Misdemeanor) | $ 141.08 | $ 141.08 |
| 22514 | Parking within 15ft of a fire hydrant | $ 255.83 | $ 255.83 |
| 22515 | Unattended vehicles/setting brakes | $ 215.33 | $ 215.33 |
| 22516 | Locked door/no escape | $ 188.33 | $ 188.33 |
| 22517 | Vehicle door open to traffic | $ 255.83 | $ 255.83 |
| 22520 | Stopping or parking on freeway | $ 168.08 | $ 168.08 |
| 22520.5a | Vending on freeway | $ 157.28 | $ 157.28 |
| 22521 | Parking on or near railroad track | $ 215.33 | $ 215.33 |
| 22522 | Parking near sidewalk access ramps [3] | $ 763.43 | $ 763.43 |
| 22523(a) | Abandonment prohibited [7] | $ 390.83 | $ 390.83 |
| 22523(b) | Abandonment prohibited [7] | $ 390.83 | $ 390.83 |
| 22526(a)(b) | Anti-gridlock/blocking intersection [8] | $ 255.83 | $ 255.83 |
| | 2nd Violation | $ 332.78 | $ 332.78 |
| | 3rd Violation | $ 731.03 | $ 731.03 |

| California Vehicle Code Violations | | | |
|---|---|---|---|
| Code Section | Description | FY 2022 Fee | FY 2023 Fee |
| 22951 | Parking lots-street and alley parking (patron vehicle) | $ 201.83 | $ 201.83 |
| 23333 | Stopping or parking in vehicular crossing | $ 174.83 | $ 174.83 |
| 25300 | Emergency reflectors on disabled/parked vehicle | $ 174.83 | $ 174.83 |
| 27155 | Fuel tank cap required | $ 116.78 | $ 116.78 |
| 31303(d) | Parking hazardous materials vehicle in residential area | $ 795.83 | $ 795.83 |

| | | |
|---|---|---|
| [1] Pursuant to Government Code Section 76000, an assessment of $5.00 shall be added to each parking penalty, consisting of $2.50 assessed for the Courthouse Construction Fund and $2.50 assessed for the Criminal Justice Facilities Construction Fund established by Los Angeles County. Said assessments are forwarded to Los Angeles County. | | |
| [2] Pursuant to Government Code Section 70372, an assessment of $4.50 shall be added to each penalty for violations of the California Vehicle Code and forwarded to Los Angeles County. | | |
| [3] Pursuant to California Vehicle Code Section 40225 (d), fifty (50% percent of the base penalty collected for an equipment or registration violation under section 40225 shall be paid to the State and the remaining portion shall be retained by the City or allocated pursuant to a contract between the City and its processing agency. | | |
| [4] Penalty upon proof of correction set by the California Vehicle Code Section 40225 (c). | | |
| [5] Minimum Parking penalty are set by California Vehicle Code Section 42001.5. | | |
| [6] Minimum Parking penalty are set by California Vehicle Code Section 42001.13. | | |
| [7] Minimum parking penalty are set by California Vehicle Code Section 22523 (c) | | |
| [8] Minimum parking penalty are set by California Vehicle Code Section 42001.1. | | |
| [9] Pursuant to Government Code Section 76000.3, an added penalty of $3.00 shall be imposed to each parking penalty. Payment of all monies collected are forwarded to the Los Angeles County for distribution. | | |

| Los Angeles County Code Violations | | | |
|---|---|---|---|
| Code Section | Description | FY 2022 Fee | FY 2023 Fee |
| 15.20.070 | Failure to obey traffic signs | $ 228.83 | $ 228.83 |
| 15.20.130 | Parking space markings | $ 201.83 | $ 201.83 |
| 15.44.120B | Parking in a non-designated parking area | $ 185.63 | $ 185.63 |
| 15.44.140 | Failure to park in designated parking areas | $ 185.63 | $ 185.63 |
| 15.44.150 | Use of restricted parking space by unauthorized person | $ 185.63 | $ 185.63 |
| 15.44.160 | Vehicle maintenance in public parking areas | $ 185.63 | $ 185.63 |
| 15.52.040 | Bicycle lanes-unauthorized parking | $ 185.63 | $ 185.63 |
| 15.64.010 | Parking time limits | $ 185.63 | $ 185.63 |
| 15.64.020 | Commercial loading zones | $ 215.33 | $ 215.33 |
| 15.64.030 | Parking time limit - post office | $ 201.83 | $ 201.83 |
| 15.64.040 | Parking at mail box | $ 201.83 | $ 201.83 |
| 15.64.050 | Commercial parking 2am-6am in residential zone (over 10,000 lbs. vehicle weight) | $ 208.58 | $ 208.58 |
| 15.64.052 | Commercial parking in residential zone by vehicle over 10,000 lbs. (anytime) | $ 546.08 | $ 546.08 |
| 15.64.100 | Disconnected trailer on highway | $ 215.33 | $ 215.33 |
| 15.64.110 | Parking in posted bus loading zone | $ 573.08 | $ 573.08 |
| 15.64.120 | Parking in passenger loading zone (3 minutes max) | $ 215.33 | $ 215.33 |
| 15.64.130 | No parking in alleys | $ 215.33 | $ 215.33 |
| 15.64.140 | Posted temporary no parking area | $ 215.33 | $ 215.33 |
| 15.64.210 | Unattended vehicle with key in ignition | $ 201.83 | $ 201.83 |
| 15.64.220 | Parking on steep grades without turning wheels into the curb | $ 201.83 | $ 201.83 |
| 15.64.230 | Parallel parking - over 18" from the curb | $ 201.83 | $ 201.83 |
| 15.64.240 | Angle parking on highway between lines | $ 201.83 | $ 201.83 |
| 15.64.250 | Double parking | $ 215.33 | $ 215.33 |
| 15.64.260 | No parking anytime posted or red curb | $ 215.33 | $ 215.33 |
| 15.64.270 | Parking on private/public property w/o consent | $ 215.33 | $ 215.33 |
| 15.64.271 | Parking in front yard | $ 215.33 | $ 215.33 |
| 15.64.280 | Parking wrong side of street - dual roadway | $ 215.33 | $ 215.33 |
| 15.64.290 | Parking in parkway | $ 215.33 | $ 215.33 |
| 15.64.300 | Blocking street or highway | $ 215.33 | $ 215.33 |
| 15.64.310 | Unattended vehicle transporting hazardous materials | $ 771.53 | $ 771.53 |
| 15.64.320 | Blocking driveway on private street | $ 215.33 | $ 215.33 |
| 15.64.350 | Parked creating a traffic hazard | $ 215.33 | $ 215.33 |
| 15.64.360 | Posted no parking adjacent to school | $ 215.33 | $ 215.33 |
| 15.64.370 | Parking within 15 ft. of private road fire hydrant | $ 255.83 | $ 255.83 |
| 15.64.390 | Parking in assigned parking spaces | $ 215.33 | $ 215.33 |
| 15.64.440 | Parking at assigned taxicab stands | $ 161.33 | $ 161.33 |
| 15.76.080 | Driving or riding vehicles on sidewalk | $ 215.33 | $ 215.33 |
| 17.04.370 | Parks - Unauthorized parking | $ 215.33 | $ 215.33 |
| 19.04.980 | Airports - Unauthorized parking | $ 201.83 | $ 201.83 |
| 19.04.990 | Airports - Unauthorized clean/repair | $ 201.83 | $ 201.83 |

| Palmdale Municipal Code Violations | | | |
|---|---|---|---|
| Code Section | Description | FY 2022 Fee | FY 2023 Fee |
| 8.36.060(A)(10)(a) | Parking vehicle on residential lot - front yard | $ 212.63 | $ 212.63 |
| (b) | Parking recreational vehicle on front yard | $ 212.63 | $ 212.63 |
| (c) | Parking vehicle on residential lot - side yard | $ 212.63 | $ 212.63 |
| (d) | Parking recreational vehicle on side yard | $ 212.63 | $ 212.63 |
| 10.04.040 | No commercial parking in residential zone (more than 10,000 lbs) | $ 546.08 | $ 546.08 |
| 10.04.050 | No commercial truck off designated truck route (more than 10,000 lbs) | $ 546.08 | $ 546.08 |
| 10.04.080 | Shopping center traffic/fire access lanes | $ 232.88 | $ 232.88 |
| 10.04.150 | RV, trailer, boat, camper parked over 72 hours - residential zone | $ 228.83 | $ 228.83 |
| 12.24.020 (A) | Parking vehicle posted for sale | $ 228.83 | $ 228.83 |
| (B) | Painting/repairing vehicle in street | $ 228.83 | $ 228.83 |
| (C) | Commercial washing of vehicle | $ 228.83 | $ 228.83 |
| Title 17 §87.04 B | Commercial vehicle in residential zone (over 10,000 lbs) | $ 546.08 | $ 546.08 |

## 1. California Vehicle Code Violations

| Code Section | Description | Base Penalty | **Proposed Base Penalty** | LA COUNTY GC 76100 GC 76000(b) [1] | LA COUNTY GC 76101 GC 76000(b) [1] | LA COUNTY General Fund GC 76000(c/d) [1] | LA COUNTY GC70372(b) Critical Needs [2] | LA COUNTY GC70372(b) Court Facilities [2] | LA COUNTY PC 1465.5 DP State Linkage | CITY PC1465.6 | LA COUNTY GC 76000.3 Trial Court [9] | LA COUNTY PC 1463.28 VC 40200.3 Bail Increase | **Total Penalty** | Late Payment Penalty | Late Admin Fee | DMV Hold Fee | Subtotal | Special Collection Fee 35% | **FY 2022 Proposed Fee** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4000(a) | Unregistered Vehicle [3] | $25.00 | $40.00 | | | | | | | | | | **$40.00** | $ 25.00 | $ 14.00 | $ 3.00 | $ 82.00 | $ 28.70 | **$ 110.70** |
| | With proof of correction by due date [4] | $10.00 | $15.00 | | | | | | | | | | **$15.00** | | | | $ 15.00 | | **$ 15.00** |
| 4454 (a) | Registration card [3] | $30.50 | $40.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$52.50** | $ 40.00 | $ 14.00 | $ 3.00 | $ 109.50 | $ 38.33 | **$ 147.83** |
| | With proof of correction by due date [4] | $10.00 | $15.00 | | | | | | | | | | **$15.00** | | | | $ 15.00 | | **$ 15.00** |
| 4457 | Stolen, lost, or damaged/mutilated license plates [3] | $30.50 | $40.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$52.50** | $ 45.00 | $ 14.00 | $ 3.00 | $ 114.50 | $ 40.08 | **$ 154.58** |
| | With proof of correction by due date [4] | $10.00 | $15.00 | | | | | | | | | | **$15.00** | | | | $ 15.00 | | **$ 15.00** |
| 4462 (B) | Evidence of registration/plates wrong vehicle [3] | $30.50 | $40.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$52.50** | $ 40.00 | $ 14.00 | $ 3.00 | $ 109.50 | $ 38.33 | **$ 147.83** |
| 5200 | Display of license plates/missing plate(s) [3] | $25.00 | $35.00 | | | | | | | | | | **$35.00** | $ 25.00 | $ 14.00 | $ 3.00 | $ 77.00 | $ 26.95 | **$ 103.95** |
| | With proof of correction by due date [4] | $10.00 | $15.00 | | | | | | | | | | **$15.00** | | | | $ 15.00 | | **$ 15.00** |
| 5201 | Improper positioning of plates [3] | $25.00 | $35.00 | | | | | | | | | | **$35.00** | $ 25.00 | $ 14.00 | $ 3.00 | $ 77.00 | $ 26.95 | **$ 103.95** |
| | With proof of correction by due date [4] | $10.00 | $15.00 | | | | | | | | | | **$15.00** | | | | $ 15.00 | | **$ 15.00** |
| 5202 | Period of display | $25.00 | $35.00 | | | | | | | | | | **$35.00** | $ 25.00 | $ 14.00 | $ 3.00 | $ 77.00 | $ 26.95 | **$ 103.95** |
| 5204 (a) | No license tabs (month and/or year)/expired license tabs [3] | $25.00 | $35.00 | | | | | | | | | | **$35.00** | $ 25.00 | $ 14.00 | $ 3.00 | $ 77.00 | $ 26.95 | **$ 103.95** |
| | With proof of correction by due date [4] | $10.00 | $15.00 | | | | | | | | | | **$15.00** | | | | $ 15.00 | | **$ 15.00** |
| 21113 (a) | Unlawful parking - Public grounds | $35.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$62.50** | $ 40.00 | $ 14.00 | $ 3.00 | $ 119.50 | $ 41.83 | **$ 161.33** |
| 21210 | Bicycle Parking | $7.50 | $25.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$37.50** | $ 12.00 | $ 14.00 | $ 3.00 | $ 66.50 | $ 23.28 | **$ 89.78** |
| 21211 (b) | Parked in bicycle path | $35.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$62.50** | $ 40.00 | $ 14.00 | $ 3.00 | $ 119.50 | $ 41.83 | **$ 161.33** |
| 22500 (a) | Parking or stopping within an intersection | $35.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$62.50** | $ 40.00 | $ 14.00 | $ 3.00 | $ 119.50 | $ 41.83 | **$ 161.33** |
| 22500 (b) | Parking or stopping on a crosswalk | $35.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$62.50** | $ 40.00 | $ 14.00 | $ 3.00 | $ 119.50 | $ 41.83 | **$ 161.33** |
| 22500 (c) | Parking or stopping in safety zone, sign or red curb | $35.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$62.50** | $ 40.00 | $ 14.00 | $ 3.00 | $ 119.50 | $ 41.83 | **$ 161.33** |
| 22500 (d) | Parking or stopping within 15ft of fire station driveway | $70.50 | $85.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$97.50** | $ 75.00 | $ 14.00 | $ 3.00 | $ 189.50 | $ 66.33 | **$ 255.83** |
| 22500 (e) | Blocking driveway | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22500 (f) | Parking on sidewalk | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22500 (g) | Parking along excavation | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22500 (h) | Double parking | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22500 (i) | Parking in bus zone [5] | $305.50 | $320.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$332.50** | $ 155.00 | $ 14.00 | $ 3.00 | $ 504.50 | $ 176.58 | **$ 681.08** |
| 22500 (j) | Parking in tunnel | $60.50 | $75.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$87.50** | $ 65.00 | $ 14.00 | $ 3.00 | $ 169.50 | $ 59.33 | **$ 228.83** |
| 22500 (k) | Parking on a bridge | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22500 (l) | Blocking disabled access ramp [5] | $305.50 | $320.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $65.00 | **$397.50** | $ 155.00 | $ 14.00 | $ 3.00 | $ 569.50 | $ 199.33 | **$ 768.83** |
| 22500.1 | Parking in a fire lane | $70.50 | $85.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$97.50** | $ 75.00 | $ 14.00 | $ 3.00 | $ 189.50 | $ 66.33 | **$ 255.83** |
| 22502 (a) | Parking more than 18" from the curb | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22502 (e) | Curb parking - one way | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22505 (b) | State highway parking | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22507.8 (a) | Parking in disabled space without special identification [6] | $315.50 | $375.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | $50.00 | $35.00 | $3.00 | $50.00 | **$522.50** | $ 175.00 | $ 14.00 | $ 3.00 | $ 714.50 | $ 250.08 | **$ 964.58** |
| 40226 | Cancellation of fine upon proof of valid disabled placard | $25.00 | $25.00 | | | | | | | | | | **$25.00** | $ 25.00 | $ 14.00 | $ 3.00 | $ 67.00 | $ 23.45 | **$ 90.45** |
| 22507.8 (b) | Obstruct, block or bar access to disabled parking [6] | $315.50 | $375.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | $50.00 | $35.00 | $3.00 | $50.00 | **$522.50** | $ 175.00 | $ 14.00 | $ 3.00 | $ 714.50 | $ 250.08 | **$ 964.58** |
| 22507.8 (c) | Disabled parking boundary lines/crosshatched lines [6] | $315.50 | $375.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | $50.00 | $35.00 | $3.00 | $50.00 | **$522.50** | $ 175.00 | $ 14.00 | $ 3.00 | $ 714.50 | $ 250.08 | **$ 964.58** |
| 22510 | Parking in snow removal areas | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22513 | Tow trucks soliciting business (Misdemeanor) | $30.50 | $40.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$52.50** | $ 35.00 | $ 14.00 | $ 3.00 | $ 104.50 | $ 36.58 | **$ 141.08** |
| 22514 | Parking within 15ft of a fire hydrant | $70.50 | $85.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$97.50** | $ 75.00 | $ 14.00 | $ 3.00 | $ 189.50 | $ 66.33 | **$ 255.83** |
| 22515 | Unattended vehicles/setting brakes | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22516 | Locked door/no escape | $45.50 | $60.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$72.50** | $ 50.00 | $ 14.00 | $ 3.00 | $ 139.50 | $ 48.83 | **$ 188.33** |
| 22517 | Vehicle door open to traffic | $70.50 | $85.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$97.50** | $ 75.00 | $ 14.00 | $ 3.00 | $ 189.50 | $ 66.33 | **$ 255.83** |
| 22520 | Stopping or parking on freeway | $30.50 | $40.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$62.50** | $ 45.00 | $ 14.00 | $ 3.00 | $ 124.50 | $ 43.58 | **$ 168.08** |
| 22520.5a | Vending on freeway | $32.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$62.50** | $ 37.00 | $ 14.00 | $ 3.00 | $ 116.50 | $ 40.78 | **$ 157.28** |
| 22521 | Parking on or near railroad track | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | $ 159.50 | $ 55.83 | **$ 215.33** |
| 22522 | Parking near sidewalk access ramps [3] | $305.50 | $350.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | $31.00 | $3.00 | | **$393.50** | $ 155.00 | $ 14.00 | $ 3.00 | $ 565.50 | $ 197.93 | **$ 763.43** |
| 22523(a) | Abandonment prohibited [7] | $100.50 | $115.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $20.00 | **$147.50** | $ 125.00 | $ 14.00 | $ 3.00 | $ 289.50 | $ 101.33 | **$ 390.83** |
| 22523(b) | Abandonment prohibited [7] | $100.50 | $115.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $20.00 | **$147.50** | $ 125.00 | $ 14.00 | $ 3.00 | $ 289.50 | $ 101.33 | **$ 390.83** |
| | | $3,642.50 | $4,410.00 | | | | | | | | | | **$5,423.50** | | | | | | **$12,217.73** |

## 1. California Vehicle Code Violations

| Code Section | Description | Base Penalty | **Proposed Base Penalty** | LA COUNTY GC 76100 GC 76000(b) [1] | LA COUNTY GC 76101 GC 76000(b) [1] | LA COUNTY General Fund GC 76000(c/d) [1] | LA COUNTY GC70372(b) Critical Needs [2] | LA COUNTY GC70372(b) Court Facilities [2] | LA COUNTY PC 1465.5 DP State Linkage | CITY PC1465.6 | LA COUNTY GC 76000.3 Trial Court [9] | LA COUNTY PC 1463.28 VC 40200.3 Bail Increase | **Total Penalty** | Late Payment Penalty | Late Admin Fee | DMV Hold Fee | Subtotal | Special Collection Fee 35% | **FY 2022 Proposed Fee** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 22526(a)(b) | Anti-gridlock/blocking intersection [8] | $70.50 | $85.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$97.50** | $ 75.00 | $ 14.00 | $ 3.00 | $ 189.50 | $ 66.33 | **$ 255.83** |
| | 2nd Violation | $170.50 | $130.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$142.50** | $ 87.00 | $ 14.00 | $ 3.00 | $ 246.50 | $ 86.28 | **$ 332.78** |
| | 3rd Violation | $370.50 | $325.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$337.50** | $ 187.00 | $ 14.00 | $ 3.00 | $ 541.50 | $ 189.53 | **$ 731.03** |
| 22951 | Parking lots-street and alley parking (patron vehicle) | $50.50 | $65.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | $ 149.50 | $ 52.33 | **$ 201.83** |
| 23333 | Stopping or parking in vehicular crossing | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$67.50** | $ 45.00 | $ 14.00 | $ 3.00 | $ 129.50 | $ 45.33 | **$ 174.83** |
| 25300 | Emergency reflectors on disabled/parked vehicle | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$67.50** | $ 45.00 | $ 14.00 | $ 3.00 | $ 129.50 | $ 45.33 | **$ 174.83** |
| 27155 | Fuel tank cap required | $22.50 | $30.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$42.50** | $ 27.00 | $ 14.00 | $ 3.00 | $ 86.50 | $ 30.28 | **$ 116.78** |
| 31303(d) | Parking hazardous materials vehicle in residential area | $345.50 | $385.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$397.50** | $ 175.00 | $ 14.00 | $ 3.00 | $ 589.50 | $ 206.33 | **$ 795.83** |
| | | $1,111.00 | $1,130.00 | | | | | | | | | | $1,230.00 | | | | | | $2,783.70 |

[1] Pursuant to Government Code Section 76000, an assessment of $5.00 shall be added to each parking penalty, consisting of $2.50 assessed for the Courthouse Construction Fund and $2.50 assessed for the Criminal Justi

[2] Pursuant to Government Code Section 70372, an assessment of $4.50 shall be added to each penalty for violations of the California Vehicle Code and forwarded to Los Angeles County.

[3] Pursuant to California Vehicle Code Section 40225 (d), fifty (50% percent of the base penalty collected for an equipment or registration violation under section 40225 shall be paid to the State and the remaining portion

[4] Penalty upon proof of correction set by the California Vehicle Code Section 40225 (c).

[5] Minimum Parking penalty are set by California Vehicle Code Section 42001.5.

[6] Minimum Parking penalty are set by California Vehicle Code Section 42001.13.

[7] Minimum parking penalty are set by California Vehicle Code Section 22523 (c)

[8] Minimum parking penalty are set by California Vehicle Code Section 42001.1.

[9] Pursuant to Government Code Section 76000.3, an added penalty of $3.00 shall be imposed to each parking penalty. Payment of all monies collected are forwarded to the Los Angeles County for distribution.

## 2. Los Angeles County Code Violations

| Code Section | Description | Base Penalty | **Proposed Base Penalty** | LA COUNTY GC 76100 GC 76000(b) [1] | LA COUNTY GC 76101 GC 76000(b) [1] | General Fund GC 76000(c/d) [1] | LA COUNTY GC70372(b) Critical Needs [2] | LA COUNTY GC70372(b) Court Facilities [2] | LA COUNTY PC 1465.5 DP State Linkage | CITY PC1465.6 | LA COUNTY GC 76000.3 Trial Court [9] | LA COUNTY PC 1463.28 VC 40200.3 Bail Increase | **Total Penalty (New)** | Late Payment Penalty | Late Admin Fee | DMV Hold Fee | **Subtotal** | Special Collection Fee 35% | **FY 2022 Proposed Fee** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 15.20.070 | Failure to obey traffic signs | $45.50 | $60.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$87.50** | $ 65.00 | $ 14.00 | $ 3.00 | **$ 169.50** | $ 59.33 | $ 228.83 |
| 15.20.130 | Parking space markings | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | **$ 149.50** | $ 52.33 | $ 201.83 |
| 15.44.120B | Parking in a non-designated parking area | $43.50 | $60.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$72.50** | $ 48.00 | $ 14.00 | $ 3.00 | **$ 137.50** | $ 48.13 | $ 185.63 |
| 15.44.140 | Failure to park in designated parking areas | $33.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$72.50** | $ 48.00 | $ 14.00 | $ 3.00 | **$ 137.50** | $ 48.13 | $ 185.63 |
| 15.44.150 | Use of restricted parking space by unauthorized person | $33.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$72.50** | $ 48.00 | $ 14.00 | $ 3.00 | **$ 137.50** | $ 48.13 | $ 185.63 |
| 15.44.160 | Vehicle maintenance in public parking areas | $33.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$72.50** | $ 48.00 | $ 14.00 | $ 3.00 | **$ 137.50** | $ 48.13 | $ 185.63 |
| 15.52.040 | Bicycle lanes-unauthorized parking | $33.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$72.50** | $ 48.00 | $ 14.00 | $ 3.00 | **$ 137.50** | $ 48.13 | $ 185.63 |
| 15.64.010 | Parking time limits | $33.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$72.50** | $ 48.00 | $ 14.00 | $ 3.00 | **$ 137.50** | $ 48.13 | $ 185.63 |
| 15.64.020 | Commercial loading zones | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.030 | Parking time limit - post office | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | **$ 149.50** | $ 52.33 | $ 201.83 |
| 15.64.040 | Parking at mail box | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | **$ 149.50** | $ 52.33 | $ 201.83 |
| 15.64.050 | Commercial parking 2am-6am in residential zone (over 10,000 lbs. vehicle weight) | $40.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$77.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 154.50** | $ 54.08 | $ 208.58 |
| 15.64.052 | Commercial parking in residential zone by vehicle over 10,000 lbs. (anytime) | $245.50 | $250.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$262.50** | $ 125.00 | $ 14.00 | $ 3.00 | **$ 404.50** | $ 141.58 | $ 546.08 |
| 15.64.100 | Disconnected trailer on highway | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.110 | Parking in posted bus loading zone | $235.50 | $250.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$277.50** | $ 130.00 | $ 14.00 | $ 3.00 | **$ 424.50** | $ 148.58 | $ 573.08 |
| 15.64.120 | Parking in passenger loading zone (3 minutes max) | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.130 | No parking in alleys | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.140 | Posted temporary no parking area | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.210 | Unattended vehicle with key in ignition | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | **$ 149.50** | $ 52.33 | $ 201.83 |
| 15.64.220 | Parking on steep grades without turning wheels into the curb | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | **$ 149.50** | $ 52.33 | $ 201.83 |
| 15.64.230 | Parallel parking - over 18" from the curb | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | **$ 149.50** | $ 52.33 | $ 201.83 |
| 15.64.240 | Angle parking on highway between lines | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | **$ 149.50** | $ 52.33 | $ 201.83 |
| 15.64.250 | Double parking | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.260 | No parking anytime posted or red curb | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.270 | Parking on private/public property w/o consent | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.271 | Parking in front yard | $53.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.280 | Parking wrong side of street - dual roadway | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.290 | Parking in parkway | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.300 | Blocking street or highway | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.310 | Unattended vehicle transporting hazardous materials | $285.50 | $300.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $65.00 | **$377.50** | $ 177.00 | $ 14.00 | $ 3.00 | **$ 571.50** | $ 200.03 | $ 771.53 |
| 15.64.320 | Blocking driveway on private street | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.350 | Parked creating a traffic hazard | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.360 | Posted no parking adjacent to school | $40.50 | $55.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $15.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.370 | Parking within 15 ft. of private road fire hydrant | $65.50 | $80.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $5.00 | **$97.50** | $ 75.00 | $ 14.00 | $ 3.00 | **$ 189.50** | $ 66.33 | $ 255.83 |
| 15.64.390 | Parking in assigned parking spaces | $45.50 | $60.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | $10.00 | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 15.64.440 | Parking at assigned taxicab stands | $35.50 | $50.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$62.50** | $ 40.00 | $ 14.00 | $ 3.00 | **$ 119.50** | $ 41.83 | $ 161.33 |
| 15.76.080 | Driving or riding vehicles on sidewalk | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 17.04.370 | Parks - Unauthorized parking | $55.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 60.00 | $ 14.00 | $ 3.00 | **$ 159.50** | $ 55.83 | $ 215.33 |
| 19.04.980 | Airports - Unauthorized parking | $50.50 | $65.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | **$ 149.50** | $ 52.33 | $ 201.83 |
| 19.04.990 | Airports - Unauthorized clean/repair | $50.50 | $65.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$77.50** | $ 55.00 | $ 14.00 | $ 3.00 | **$ 149.50** | $ 52.33 | $ 201.83 |

### 3. Palmdale Municipal Code Violations

| Code Section | Description | Base Penalty | **Proposed Base Penalty** | LA COUNTY GC 76100 GC 76000(b) [1] | LA COUNTY GC 76101 GC 76000(b) [1] | LA COUNTY General Fund GC 76000(c/d) [1] | LA COUNTY GC70372(b) Critical Needs [2] | LA COUNTY GC70372(b) Court Facilities [2] | LA COUNTY PC 1465.5 DP State Linkage | CITY PC1465.6 | LA COUNTY GC 76000.3 Trial Court [9] | LA COUNTY PC 1463.28 VC 40200.3 Bail Increase | **Total Penalty** | Late Payment Penalty | Late Admin Fee | DMV Hold Fee | **Subtotal** | Special Collection Fee 35% | **FY 2022 Proposed** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8.36.060(A)(10)(a) | Parking vehicle on residential lot - front yard | $53.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$82.50** | $ 58.00 | $ 14.00 | $ 3.00 | **$ 157.50** | $ 55.13 | **$ 212.63** |
| (b) | Parking recreational vehicle on front yard | $53.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 82.50** | $ 58.00 | $ 14.00 | $ 3.00 | **$ 157.50** | $ 55.13 | **$ 212.63** |
| (c) | Parking vehicle on residential lot - side yard | $53.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 82.50** | $ 58.00 | $ 14.00 | $ 3.00 | **$ 157.50** | $ 55.13 | **$ 212.63** |
| (d) | Parking recreational vehicle on side yard | $53.50 | $70.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 82.50** | $ 58.00 | $ 14.00 | $ 3.00 | **$ 157.50** | $ 55.13 | **$ 212.63** |
| 10.04.040 | No commercial parking in residential zone (more than 10,000 lbs) | $245.50 | $250.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 262.50** | $ 125.00 | $ 14.00 | $ 3.00 | **$ 404.50** | $ 141.58 | **$ 546.08** |
| 10.04.050 | No commercial truck off designated truck route (more than 10,000 lbs) | $245.50 | $250.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 262.50** | $ 125.00 | $ 14.00 | $ 3.00 | **$ 404.50** | $ 141.58 | **$ 546.08** |
| 10.04.080 | Shopping center traffic/fire access lanes | $63.50 | $75.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 87.50** | $ 68.00 | $ 14.00 | $ 3.00 | **$ 172.50** | $ 60.38 | **$ 232.88** |
| 10.04.150 | RV, trailer, boat, camper parked over 72 hours - residential zone | $60.50 | $75.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 87.50** | $ 65.00 | $ 14.00 | $ 3.00 | **$ 169.50** | $ 59.33 | **$ 228.83** |
| 12.24.020 (A) | Parking vehicle posted for sale | $60.50 | $75.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 87.50** | $ 65.00 | $ 14.00 | $ 3.00 | **$ 169.50** | $ 59.33 | **$ 228.83** |
| (B) | Painting/repairing vehicle in street | $60.50 | $75.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 87.50** | $ 65.00 | $ 14.00 | $ 3.00 | **$ 169.50** | $ 59.33 | **$ 228.83** |
| (C) | Commercial washing of vehicle | $60.50 | $75.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 87.50** | $ 65.00 | $ 14.00 | $ 3.00 | **$ 169.50** | $ 59.33 | **$ 228.83** |
| Title 17 §87.04 B | Commercial vehicle in residential zone (over 10,000 lbs) | $245.50 | $250.00 | $1.50 | $1.50 | $2.00 | $3.00 | $1.50 | | | $3.00 | | **$ 262.50** | $ 125.00 | $ 14.00 | $ 3.00 | **$ 404.50** | $ 141.58 | **$ 546.08** |

# CITY OF PALMDALE
## PARKS & RECREATION

Palmdale's Parks & Recreation Department offers premier services to residents in the City of Palmdale. Our parks, recreation facilities, programs and events strengthen community image and enhance the quality of life enjoyed by Palmdale's residents. To become a leader in the development of Palmdale's future, the Parks & Recreation Department contributes to our economic growth through development of unique facilities that provide diverse programs and events, not offered elsewhere in the region. We provide events that bring people together, thereby encouraging community pride and making our City an attractive place to live. We strive to create a healthy community for families and individuals by preventing crime, while improving youth resilience. Our programs are offered in a non-competitive environment to help build character, encourage self-esteem, and emphasize on the importance of good sportsmanship. Our special use facilities support economic development by attracting residents and businesses, as well as tourists. Our department strives to demonstrate the benefits of Parks and Recreation and continues to be recognized as an essential service to our City Council and the Palmdale community,

COST RECOVERY

FREE — 0-25% — 25-50% — 50-75% — 75-100%

| | | LEVEL |
|---|---|---|
| EXCLUSIVE INDIVIDUAL BENEFIT | Participants in programs and services at this level primary focus on individual gain, either for profit or promotion, and limit the public's ability to use public facilities for the community benefit. Profits are obtainable at this level and assist in funding other programs and users have high expectations of expertise. The overall community benefit is low to zero. Examples of services offered at this level include private lessons, water park operations, concessions and vending, merchandise sales, and equipment rentals. | 5 |
| SUBSTANTIAL INDIVIDUAL BENEFIT | Considerable individual benefit is gained from programs and services offered at this level. Services target a very specific and limited group or team; emphasize individual improvement. Examples of services offered at this this level include adult recreation and leagues, city-hosted tournaments, advanced aquatics, lifeguard academy, and competitive events. | 4 |
| BALANCED BENEFICIARIES | Providing a balance between community and individual benefit is the focus of programs and services offered at this level. Residents who participate in these programs will come away with positives experiences, enriched lives, a sense of pride, and increased confidence. These individual benefits help the overall community. Examples of services offered at this level include youth sports, camps, advanced instructional classes, theatrical performances and headline concerts. | 3 |
| COMMUNITY BENEFIT | Programs and service at this level provide a benefit to the entire community. These programs promote a sense of community and pride, use of outdoor spaces, multi-generational family participation, are supportive, provide a sense of safety, service, and primarily benefit the community rather than the individual. Examples of services offered at the level include aquatic safety programs, education and prevention programs, city sponsored community events, youth and teen programming, senior social services, adaptive and therapeutic programs, and staff taught introductory classes. | 2 |
| COMMUNITY BENEFIT/ACCESS | Programs and services at this level assist the City of Palmdale Parks & Recreation Department in achieving the goal of promoting healthy lifestyles, celebrating cultural diversity, encouraging personal development, and building a sense of belonging by allowing for accessible and inclusive facilities. The department strengthens safety and security by protecting every individual's right to recreate in a safe environment. Examples of services offered at this level include access to city parks and trails, park programming, and volunteer led programs. | 1 |

BERRYDUNN.COM

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **CITY ATTORNEY**

**DISTRICT:** **ALL**

**SUBJECT:** **PUBLIC HEARING – ADOPT U-1590, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING CHAPTER 2.46 REGARDING PLANNING COMMISSIONER APPOINTMENTS**

## ISSUE

Adopt proposed Urgency Ordinance No. U-1590 to amend the existing Municipal Code Sections 2.46.030 ("Composition and Appointment of Commissioners") and 2.46.040 ("Terms of office – Vacancies") to, among other things, make these sections consistent with the newly adopted City Council District map that contains five districts.

## RECOMMENDATION

Staff recommends that the City Council:

1. Conduct a public hearing and adopt the Proposed Urgency Ordinance U-1590 by a minimum four-fifths vote.

## BACKGROUND

Chapter 2.46 of the Palmdale Municipal Code ("PMC") governs the composition and operation of the Planning Commission. Section 2.46.020 creates Planning Commission Districts that mirror those of the City Council as identified in PMC 4.10.010.

On April 6, 2022, the Palmdale City Council adopted Ordinance No. 1579 that amended PMC 4.10.010 by increasing the number of Council Districts from four to five. New district lines were adopted.

Before redistricting, the Planning Commission district membership was as follows:

**BEFORE REDISTRICTING**
(Districts 1, 2, 4 expire in 2022)
(3 and at large expired in 2023)

| District | Commissioner | Term Scheduled to Expire (prior to redistricting) |
|---|---|---|
| 1 | Christina Fraga-Saenz | June 30, 2022 |
| 2 | Dean Henderson | June 30, 2022 |
| 3 | Stacia Nemeth | June 30, 2023 |
| 4 | V. Jesse Smith | June 30, 2022 |
| AT LARGE | Bart Avery | June 30, 2023 |

Existing Municipal Code section 2.46.040, "Terms of Office" indicates that districts 1, 2, and 4 expire on June 30 of every even-numbered year, and district 3 and the at-large seat expire every odd numbered year.

PMC 2.46.030 provides that Planning Commissioners must reside within their Planning Commission District. Due to the recent redistricting, now four of the five commissioners reside in districts other than their original district. Additionally, four of the five commissioners reside in Districts 2 and 5. This conflicts with the existing code which states that each commissioner should live in the district from which they are appointed.

**AFTER REDISTRICTING**

| District | Commissioner | Term Scheduled to Expire (prior to redistricting) |
|---|---|---|
| 1 | n/a | n/a |
| 2 | Dean Henderson (still in 2)<br>Bart Avery (was at-large) | June 30, 2022<br>June 30, 2023 |
| 3 | n/a | n/a |
| 4 | V. Jesse Smith (still in 4) | June 30, 2022 |
| 5 | Christina Fraga-Saenz (was in 1)<br>Stacia Nemeth (was in 3) | June 30, 2022<br>June 30, 2023 |

## DISCUSSION

The proposed ordinance does the following:

First, as proposed, instead of there being four planning commissioner districts and one-at large district, there would be five planning commissioner districts. The boundary for each planning district would be the same as the city council district.

Second, the ordinance would retain the rule that each council/commission district gets exactly one planning commissioner.

Third, the ordinance changes the appointing authority for the commissioners. The existing code states that it is the *Mayor*, with the approval of the City Council, who appoints each planning commissioner. The proposed ordinance would change the rule such that each *Councilmember* has the appointment power for their respective districts, with the approval of the City Council. The ordinance includes an uncodified provision (Section 2) that would establish that, until a councilmember is sworn in to represent District 5, the Mayor shall have the authority to nominate/appoint as if he were the councilmember representing District 5.

Fourth, the ordinance adds numbering for ease of administration.

Fifth, the ordinance indicates that if, in the future, district boundaries change, and such boundary change causes a commissioner to no longer live in the district from which they were appointed, then such commissioner may continue to serve on the Planning Commission until the next date that the City Council appoints any person to the Planning Commission, provided that the commissioner otherwise would be authorized to serve on the Commission.

Last, the ordinance would change the termination dates for planning commission terms; the ordinance would not change the fact that each commissioner is appointed to a two-year term. Currently, the ordinance states that the terms of councilmember districts 1, 2 and 4 expire in every even numbered year, and district 4 and the “at large” district expire in odd-numbered years. The proposed ordinance would change this to 1, 3, and 4 expiring in even numbered years, and 2 and 5 expiring in odd numbered years. This is proposed because, commissioners Avery and Nemeth were slated to have one year left on their term. With this change, if they continue on the commission, then by representing districts 2 and 5, they would continue to have just one year remaining on their term of office. The Council can consider whether such change would still be appropriate if commissioner Henderson, Fraga-Saenz, or another commissioner were to be appointed to serve in districts 2 and/or 5 instead.

Staff is proposing that the City Council adopt an Urgency Ordinance that would become immediately effective with a 4/5 vote of the Council.

## FISCAL IMPACT

None.

## STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.
C. Involve and expand engagement to enhance public oversight and transparency.

| | |
|---|---|
| Prepared by: | Scott E. Porter, Acting City Attorney |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
URGENCY ORDINANCE NO. U-1590

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING CHAPTER 2.46 REGARDING PLANNING COMMISSIONER APPOINTMENTS

**WHEREAS,** Chapter 2.46 of the Palmdale Municipal Code sets forth the procedures governing the appointment of Planning Commissioners; and

**WHEREAS,** these procedures currently require that four Commissioners be appointed from four City Council districts and one Commissioner appointed at large; and

**WHEREAS,** on April 6, 2022, the City Council adopted Ordinance No. 1579 that established five council districts; and

**WHEREAS,** the City Council desires to amend Chapter 2.46 to provide that Planning Commissioners be appointed in a manner that is consistent with the currently established five City Council districts; and

**WHEREAS,** the City Council finds that there is a need to enact these amendments immediately because the terms of three Planning Commissioners were schedule to expire June 30, 2022, and new appointments must be made to ensure continuity of the Planning Commission's operations and avoid delays in approving urgently needed housing and other projects, and to avoid city liability, and that as a result this ordinance is needed for the immediate preservation of the public peace, health and safety.

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Municipal Code Amendment. Sections 2.46.030 ("Composition and appointment of Commissioners") and 2.46.040 ("Terms of office – Vacancies") of Chapter 2.46 ("Planning Commission") of Title 2 ("Administration and Personnel") of the Palmdale Municipal Code are hereby amended as follows:

**2.46.030 Composition and appointment of Commissioners.**

(A) (1) The Planning Commission shall consist of five commissioners, ~~four~~ each of whom shall be appointed from Planning Commission districts ~~and one who shall be appointed at large~~. All Commissioners shall be voting members of the Planning Commission.

(2) No Commissioner shall be a member of the City Council.

(3) ~~The four district Commissioners~~ To be appointed, each Commissioner must be a resident of the district from which they are appointed.

(4) In general, if a district Commissioner ceases to be a resident of the district from which he or she is appointed, that Commissioner's appointment will automatically terminate. However, if a commissioner ceases to be a resident of the district from which he or she is appointed because the district boundaries changed to a new district, such commissioner may continue in office until any new commissioners are appointed, at which time all commissioners shall be required to reside in the district for which they have been appointed. ~~The at-large Commissioner must be a resident of the City. If the at-large Commissioner ceases to be a resident of the City, that Commissioner's appointment will automatically terminate.~~

(5) Commissioners serve at the pleasure of the City Council and may be removed prior to the expiration of their term by a vote of a majority of the members of the City Council.

(B) ~~The Mayor~~ Each Councilmember, with the approval of the City Council, shall appoint the Planning Commissioner for their corresponding district as follows:

(1) The ~~at-large~~ district Planning Commissioner position shall be advertised, seeking volunteers willing and desiring to be appointed to the Planning Commission. Any person seeking to be so appointed must complete and submit the City volunteer application, together with any other information requested by the ~~Mayor~~ Councilmember.

(2) All such applications shall be provided to the City Council for review. The ~~Mayor~~ Councilmember for the corresponding district shall, at a regularly scheduled City Council meeting, nominate, from among such applicants, the person whom the city councilmember desires to appoint to the Planning Commission.

(3) If the nomination by the ~~Mayor~~ Councilmember is approved by a majority vote of the City Council, the City Councilmember may then proceed to appoint the person to the Planning Commission.

(4) If the nomination by the ~~Mayor~~ Councilmember is not approved by a majority vote of the City Council, the City Councilmember will nominate a different candidate until someone is approved by majority vote of the City Council.

**2.46.040 Terms of office – Vacancies.**

(A) The terms for districts 1, ~~2~~ 3 and 4 expire on June 30th of every even-numbered year. The terms for district ~~3~~ 2 and ~~the at-large commissioner~~ 5 expire on June 30th of every odd-numbered year. Notwithstanding the foregoing, all Commissioners will hold office until their successors are qualified and take office.

(B) All vacancies will be filled in accordance with PMC 2.46.030 to fill the unexpired term of the vacated seat.

**SECTION 2.** Temporary Mayoral Appointing Power for District 5. It is acknowledged that as the date this ordinance became effective, neither the current Mayor, nor any other member of the City Council resides in District 5. As such, until a Councilmember has been sworn in to represent District 5 (which is expected to occur in late 2022), for purposes Municipal Code section 2.46.030 only, the Mayor shall be deemed to be the councilperson who was elected from District 5, and who is therefore authorized to nominate and, with a majority vote of the City Council, appoint the nominee, to the planning commission.

**SECTION 3.** Emergency Declaration. The City Council declares this Urgency Ordinance to be an emergency measure, to take effect immediately upon adoption pursuant to California Government Code section 36934. The facts constituting the emergency include the urgent need for additional housing within the City of Palmdale and the housing projects currently pending that require Planning Commission action. Three of the current five Planning Commissioners' terms were set to expire June 30, 2022, two of whom would be ineligible for reappointment due to recent redistricting. This ordinance is necessary for the immediate preservation of the public peace, health and safety for a few reasons. First, if this Urgency Ordinance is not immediately effective, lawful Planning Commissioner appointments could not be timely made and the Commission would be unable to conduct business due to a lack of a quorum. Second, urgently needed housing projects and other development within the City would be unnecessarily delayed. Third, failure to act on applications in an efficient manner could subject the city to legal liability.

**SECTION 4.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Urgency Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Urgency Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Urgency Ordinance and the benefits to the City and the public are not substantially impaired.

**SECTION 5.** CEQA. The City Council finds the approval of this Urgency Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

**SECTION 6.** Effective Date. This Urgency Ordinance shall become effective immediately.

**SECTION 7.** Certification. The City Clerk shall certify to the adoption of this Urgency Ordinance and shall cause this ordinance to be published or posted as required by law.

**PASSED, APPROVED** and **ADOPTED** this 13th day of July, 2022.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing 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 13th day of July, 2022 effective on the 13th day of July, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____

Shanae S. Smith, City Clerk

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **CITY ATTORNEY**

**DISTRICT:** **ALL**

**SUBJECT:** **REMOVAL AND APPOINTMENT AND/OR REAPPOINTMENT OF PLANNING COMMISSIONERS**

## ISSUE

Removal and appointment and/or reappointment of Planning Commissioners.

## RECOMMENDATION

If the City Council has adopted the urgency ordinance in the manner proposed by staff, staff recommends all of the following actions occur:

1. Vote to remove all members from the Planning Commission;
2. Accept a nomination for Council District 1 from Councilmember Bishop and vote to approve such nomination, and then Councilmember Bishop appoint said nominee.
3. Accept a nomination for Council District 2 from Mayor Pro Tem Loa and vote to approve such nomination, and then Councilmember Loa appoint said nominee.
4. Accept a nomination for Council District 3 from Councilmember Bettencourt and vote to approve such nomination, and then Councilmember Bettencourt appoint said nominee.
5. Accept a nomination for Council District 4 from Councilmember Carillo and vote to approve such nomination, and then Councilmember Carillo appoint said nominee.
6. Accept a nomination for Council District 5 from Mayor Hofbauer and vote to approve such nomination, and then Mayor Hofbauer appoint said nominee.

## BACKGROUND

The following charts show how the commission membership existed before and after the Council seats were redistricted pursuant to ordinance 1579 which was adopted on April 6, 2022.

**BEFORE REDISTRICTING**
(Districts 1, 2, 4 expire in 2022)
(3 and at large expired in 2023)

| District | Commissioner | Term Scheduled to Expire (prior to redistricting) |
|---|---|---|
| 1 | Christina Fraga-Saenz | June 30, 2022 |
| 2 | Dean Henderson | June 30, 2022 |
| 3 | Stacia Nemeth | June 30, 2023 |
| 4 | V. Jesse Smith | June 30, 2022 |
| AT LARGE | Bart Avery | June 30, 2023 |

**AFTER REDISTRICTING**

| District | Commissioner | Term Scheduled to Expire (prior to redistricting) |
|---|---|---|
| 1 | n/a | n/a |
| 2 | Dean Henderson (still in 2)<br>Bart Avery (was at-large) | June 30, 2022<br>June 30, 2023 |
| 3 | n/a | n/a |
| 4 | V. Jesse Smith (still in 4) | June 30, 2022 |
| 5 | Christina Fraga-Saenz (was in 1)<br>Stacia Nemeth (was in 3) | June 30, 2022<br>June 30, 2023 |

This meeting's agenda includes an urgency ordinance to amend Chapter 2.46, the Chapter which regulates Planning Commission appointments. It is recommended that if the urgency ordinance is adopted, the planning commissioners be appointed consistent with the procedures outlined in that urgency ordinance.

## FISCAL IMPACT

Commissioners receive $100 per meeting, a maximum of $200 per month.

## STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.
C. Involve and expand engagement to enhance public oversight and transparency.

| | |
|---|---|
| Prepared by: | Scott E. Porter, Acting City Attorney |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **OFFICE OF THE CITY MANAGER**
**CITY CLERK DIVISION**

**DISTRICT:** **ALL**

**SUBJECT:** **APPROVE APPOINTMENT TO THE PALMDALE AEROSPACE ACADEMY**

## ISSUE

Approve nomination for appointment to The Palmdale Aerospace Academy Board of Directors.

## RECOMMENDATION

Pursuant to Palmdale Municipal Code Section 2.080.030, the City Council is to approve nomination for appointment to The Palmdale Aerospace Academy Board of Directors and ratified by The Palmdale Aerospace Academy, pursuant to the By-laws, as follows:

1. Approve appointment of one of the following individuals to serve as Board of Director for a new three (3) year term to expire on July 31, 2025.

| |
|---|
| 1. David F. Lujan |
| 2. Sophia Avalos |
| 3. Leslie Vickers |
| 4. Francisco A. Lopez |
| 5. Alvin S. Robinson, Jr. |
| 6. Robert C. Zuniga |

## BACKGROUND

According to The Palmdale Aerospace Academy ("TPAA") Bylaws, Article 3 Directors, Section 3.3, the City shall designate three (3) Directors to serve on the Board of Directors. According to Section 3.3 (b), "All Directors of the Corporation shall serve a term of three (3) years expiring on July 31st of the third year of office and shall hold office until the expiration of the term, for which selected and until a successor has been duly designated, or until that Director's earlier resignation or removal in accordance with these Bylaws and the California Nonprofit Corporation Law."

## DISCUSSION

On July 31, 2022, the term to serve on the TPAA Board of Directors, held by Mr. John Porter, is set to expire. Pursuant to Section 3.4. Vacancies, of the By-laws, Section (a), vacancies shall be filled as followed:

- A vacancy on the Board shall be deemed to exist at the occurrence of any of the following: (i) the death, resignation, or removal of any Director. Directors are designated by the Mayor and City Council and later ratified by TPAA Board of Directors."

The City Clerk's office was notified that Mr. Porter would not be seeking reappointment due to his relocation out of state. As a result, the City Clerk, in conjunction with the Human Resources Department conducted a recruitment to attract interested individuals. The application, Director's duties and responsibilities was made available on the City's website at https://www.governmentjobs.com/careers/palmdale, as well as the Classified Ad placed in the Antelope Valley Press. Staff received six (6) employment applications by the Thursday, June 2, 2022, deadline. The City Clerk provided Mayor and City Council with the applications package to consider approval of one (1) qualified applicant. The enclosed table identifies each applicant by District:

| | |
|---|---|
| David F. Lujan | District 1 |
| Sophia Avalos | District 3 |
| Leslie Vickers | District 5 |
| Francisco A. Lopez | Outside city boundaries |
| Alvin S. Robinson, Jr. | Outside city boundaries |
| Robert C. Zuniga | Outside city boundaries |

Attached is a copy of TPAA Board of Director's Duties and Responsibilities, as well as the By-laws. Both outlining the requirements of a Board Director.

TPAA meetings are generally held on the 3rd Monday every month at 4:15 p.m., at the Palmdale Aerospace Academy, located at 3300 East Palmdale Boulevard, Palmdale, California.

## FISCAL IMPACT

There is no fiscal impact associated with this volunteer position.

## STRATEGIC PLAN

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

C. Involve and expand engagement to enhance public oversight and

transparency.

| | |
|---|---|
| Prepared by: | Shanae S. Smith, City Clerk |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott E. Porter, Acting City Attorney |

**ATTACHMENTS**

1. The Palmdale Aerospace Academy's Board of Directors Duties and Responsibilities
2. By-laws

THE PALMDALE AEROSPACE ACADEMY
*Design, Create and Explore*

Laura U. Herman, Ed.D., Headmaster
Matthew C. Winheim, Deputy Headmaster
Brandy Price, Assistant Headmaster
Lisa Rubin, Assistant Headmaster

38060 20th Street West
Palmdale, CA 93550
(661) 273-3680
*www.tpaa.org*

Board of Directors
Duties and Responsibilities

Board Directors for the Palmdale Aerospace Academy provide an invaluable service to the Academy. TPAA's Directors come from a variety of backgrounds, and bring many levels of expertise to their work on the Board. The Board values diversity, and looks for expertise in curriculum, instruction, assessment, finance, business management, special education, law, facilities, and governance.

All Board Directors serve in the following ways:

- Consistently attend regular Board of Director's meetings
- Participate in fund-raising activities in a manner appropriate for that Board Director
- Participate in the annual Board planning meeting
- Prepare in advance before regular Board meetings by reading and studying materials sent in advance regarding key actions the Board is expected to take at the next meeting

Members of the Board of Directors may also attend special events and participate in professional development activities, as appropriate.

In accordance with The Palmdale Aerospace Academy, Inc.'s approved Bylaws, all Board Directors shall

- Act in good faith in what they believe to the in the best interests of the organization
- Act with care, including reasonable inquiry, as an ordinarily prudent person would use in similar circumstances
- Act as a member of the group, and as a group:
    - Exercise fiduciary role to ensure that the organization is properly managed but not manage the organization
    - Validate information from the Headmaster
    - Maintain corporate status; ensure that proper paperwork is submitted to governmental agencies
    - Approve the annual budget
    - Review periodic financial reports
    - Ensure proper internal controls are in place
    - Establish a mission and program direction for the organization
    - Review and evaluate program plan and progress
    - Set policy
    - Elect officers
    - Hire Headmaster and review performance of same
    - Establish fundraising goals and participate in fundraising efforts
    - Oversee maintenance of minutes, attendance records, and deal with Board Directors who have lapsed in responsibilities

# BYLAWS

**of**

**THE PALMDALE AEROSPACE ACADEMY, INC.,**

**a California Nonprofit Public Benefit Corporation**

## ARTICLE 1. OFFICES

Section 1.1. Principal Office The principal office of The Palmdale Aerospace Academy, Inc. (the "Corporation") is hereby fixed and located at 38060 20th Street East, Palmdale, CA 93550. The board of directors of the Corporation (the "Board") shall have the full power and authority to change the principal office from one location to another, and such location may be at any place where the Corporation is qualified to conduct its activities. The Secretary shall note any change of location of the principal office.

Section 1.2. Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places where the Corporation is qualified to conduct its activities.

## ARTICLE 2. MEMBERSHIP

Section 2.1. Members. The Corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Corporation Law. Any action that would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the Board.

Section 2.2. Associates. Nothing in this Article 2 shall limit the right of the Corporation to refer to persons associated with it as "members" even though such persons are not members, and no such reference shall constitute anyone a member, within the meaning of Section 5056 of the California Nonprofit Corporation Law. The Board may adopt policies and procedures for the admission of associate members or other designated members who shall have no voting rights in the Corporation, and such associate or other members shall not be "members" of the Corporation as defined in Section 5056 of the California Nonprofit Corporation Law. The Corporation may confer some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, upon any person or persons who do not have the right to vote for or regarding (i) the election of Directors, (ii) a disposition of all or substantially all of the assets of the Corporation, (iii) a merger or dissolution of the Corporation, (iv) changes to the Corporation's Articles of Incorporation or Bylaws, or (v) the selection of delegates who possess any of the preceding voting rights, but no such person shall be a member within the meaning of Section 5056 of the California Nonprofit Corporation Law.

## ARTICLE 3. DIRECTORS

Section 3.1. Powers. Subject to provisions of the California Nonprofit Public Benefit Corporation Law and any other applicable laws and any limitations of the Articles of Incorporation and these Bylaws, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the Corporation to any person or persons, a management company or Committees however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the

ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

(a) to select, remove, and supervise all the officers, agents and employees of the Corporation, prescribe qualifications, powers, and duties for them that are not inconsistent with law, the Articles of Incorporation or these Bylaws, fix their compensation, and require from them security or otherwise provide for faithful service;

(b) to conduct, manage and control the affairs and activities of the Corporation and to make such rules and regulations therefor not inconsistent with law, the Articles of Incorporation or these Bylaws, as they may deem best;

(c) to adopt, make and use a corporate seal and alter the form of the seal;

(d) to borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities therefor; and

(e) seek out and actively pursue outside resources and funding for the purposes of improving, maintaining or expanding the services provided by the Corporation.

Section 3.2. Number of Directors. There shall be no more than twelve (12) directors of the Board. As per section 3.3 there shall be nine (9) positions filled by the original designating agencies. The Board reserves the right to fill and designate an additional three (3) "at large" directors at its discretion without further notice except as provided by Government Code 54950 et. seq.

Section 3.3. Selection and Term of Office.

(a) Designation of Directors. The directors of the Board (the "Directors") shall be selected in the following manner: the Palmdale School District shall designate three (3) Directors, the City of Palmdale shall designate three (3) Directors, and the AERO Institute shall designate one (1) Director. By a majority vote of the Directors present and voting at the annual meeting of the Board, provided that a quorum is present, the Board shall elect one (1) Director employed in or with experience in the private sector in a field related to the areas of study emphasized at the Academy (as defined herein) (the "Private Sector Director"). The final Director shall be selected by the parent association (or the parent-teacher association, or the parent-teacher-student association, as applicable) of the Academy, subject to the approval of the Board (the "Parent Director"). The Board, or any committee of the Board so authorized, shall administer and oversee the appointment or approval, as applicable, of the Private Sector Director and the Parent Director to the Board.

(b) Term of Office. All Directors of the Corporation shall serve a term of three (3) years, expiring on July 31 of the third year of office, and shall hold office until the expiration of the term for which selected and until a successor has been duly designated, or until that Director's earlier resignation or removal in accordance with these Bylaws and the California Nonprofit Corporation Law.

The terms of the Directors shall be staggered, with the intention that only one-

third (1/3) of the directors of the Board shall be selected each year to replace the one-third (1/3) of the Directors whose terms shall expire each year. The Directors in the first election group shall have their initial term as Director reduced to only one (1) year, and such Directors shall include one (1) Director designated by the Palmdale School District, one (1) Director designated by the City of Palmdale, and the Parent Director. The Directors in the second election group shall have their initial term as Director reduced to only two (2) years, and such Directors shall include one (1) Director designated by the Palmdale School District, one (1) Director designated by the City of Palmdale, and the Director designated by the AERO Institute. The Directors in the third election group shall have their initial term remain as three (3) years, and shall include one (1) Director designated by the Palmdale School District, one (1) Director designated by the City of Palmdale, and the Private Sector Director. With respect to the initial Directors appointed by them, each of the Palmdale School District and the City of Palmdale shall determine which of such initial Directors shall be allocated to each election group. If these Bylaws are amended to alter the number of Directors comprising the Board, any increase or decrease in such number shall be apportioned among the election groups so as to maintain the number of Directors in each election group as nearly equal as practicable, and any additional Directors elected to fill a vacancy resulting from an increase in any election group shall hold office for a term that shall coincide with the remaining term of that election group.

After the expiration of the initial terms of the Directors in each of the three (3) election groups, all Directors in each election group shall serve terms of three (3) years. No Director shall serve more than two (2) complete, consecutive three-year terms. A Director who has served two (2) such consecutive three-year terms shall be eligible to serve again as a Director after one (1) year has passed since the expiration of such Director's last term of office.

For purposes of this Section 3.3, any Director elected to serve an unexpired term created by an existing vacancy on the Board (provided that the vacancy occurs during, rather than prior to, such term and therefore such Director serves less than three (3) full years during his or her initial term as a Director), or any Director whose initial term as a Director is less than three years as a result of the initial staggering of the terms of Director positions as described in this Section 3.3, shall be eligible to serve two (2) full three-year terms thereafter, regardless of the length of time served in the unexpired term created by such vacancy or in such initial term.

(c) Selection Criteria. When selecting and designating Directors to the Board, each designator shall be mindful of the benefits of the inclusion of Directors with expertise in curriculum, instruction and assessment, finance, business management, special education, law and facilities.

The Parent Director shall be chosen from among the parents of students then enrolled at the Academy. The Parent Director shall not be required to be the parent of a student who will be enrolled at the Academy during the entirety of such Parent Director's three (3) year term, provided, however, that, if at any time during such Parent Director's term, the child of the

Parent Director ceases to be a student then enrolled in the Academy, the Parent Director shall be deemed to have resigned from the Board, creating a vacancy under Section 3.4.

Section 3.4. Vacancies.

(a) Events Causing Vacancies. A vacancy on the Board shall be deemed to exist at the occurrence of any of the following:

(i) the death, resignation or removal of any Director;

(ii) the failure of the applicable designator to designate the number of Directors required to be designated at such time as a vacancy occurs;

(iii) with respect to the Parent Director, the deemed resignation of such Director upon the child of such Parent Director ceasing to be a student then enrolled in the Academy; or

(iv) the increase of the authorized number of Directors.

(b) Removal.

(i) Any Director may be removed, with or without cause, by a vote of a majority of the Directors then in office.

(ii) Any Director shall be removed automatically from the Board without any action required by the Board, if such Director has been declared of unsound mind by a final order of court, or convicted of a felony, or found by a final order or judgment of any court to have breached any duty under Chapter 2, Article 3 of the California Nonprofit Public Benefit Corporation Law.

(iii) No reduction in the authorized number of Directors shall effect a removal of any Director prior to the expiration of such Director's term of office.

(c) Resignations. Any Director may resign, which resignation shall be effective upon giving written notice to the Chairperson of the Board, the President (if any), the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation, provided that, except upon notice to the Attorney General of the State of California, no Director may resign if the Corporation would then be left without a duly-elected Director or Directors in charge of its affairs. If the resignation of a Director is effective at a future time, a successor may be designated before that time, to take office when the resignation becomes effective. In addition, unexcused absence of any Director from four (4) regular Board meetings over a one (1) year period shall be deemed a resignation of such absent Director from the Board, creating a vacancy to be filled as provided in Section 3.4(d). The determination of whether an absence is excused or unexcused shall be made by the Chairperson of the Board.

(d) Filling of Vacancies. Vacancies in the Board shall be filled in the same manner as the vacant position was last filled; that is, either by the same designator as the designator who appointed the Director(s) whose office is vacant, if applicable, or by the Board of Directors, if the Director(s) whose office is vacant was elected by the Board . Each Director so

selected shall hold office until the expiration of the term of the replaced Director and until a successor has been selected and qualified.

Section 3.5. Place of Meeting. Meetings of the Board shall be held at the principal office of the Corporation. The Board may designate that a meeting be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting provided that all meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.6. Regular Meetings. Regular meetings of the Board shall be held on the third Monday of each month at 4:15 p.m. local time. The Board shall hold an annual meeting for the purpose of organization, appointment of officers, election of such directors, if any, as are to be elected by the Board in the applicable year, and the transaction of other business. Annual meetings of the Board shall be held without call or notice on the first Wednesday of July of each year at 4:00 p.m. local time; provided, however, that the Board may designate another date or time for the annual meeting in any year. If for any reason the annual meeting is not held on the date scheduled, the term of office for the incumbent directors and officers shall continue until adjournment of the succeeding Board meeting at which such elections take place. Notice of regular and annual meetings is not required if conducted in accordance with these Bylaws. Agendas for each such meeting must be posted seventy-two (72) hours previous to such meeting.

All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.7. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board or by a majority of the Directors, or as otherwise provided by the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Notice of the time and place of special meetings, and the business to be transacted at the meeting, shall be provided to the Directors and to all media who have provided written notice to the Corporation. All notices shall provide such information and be given with at least such notice as is required in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation that is applicable to the type of meeting called.

Section 3.8. Quorum and Action of the Board.

(a) Quorum. A majority of the Directors then in office (excluding non-voting Directors) constitute a quorum of the Board for the transaction of business, except to adjourn as provided in Section 3.11.

(b) Valid Board Actions. Every act or decision done or made by a vote of a majority of the Directors present at a meeting duly held at which a quorum is present shall be

regarded as the act of the Board, unless a greater number be required by law, by the Articles of Incorporation, or by these Bylaws, including, without limitation, acts or decisions relating to (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, and (c) creation of and appointments to Committees, and (d) indemnification of Directors. Notwithstanding the foregoing, a meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.9. Participation in Meetings by Conference Telephone. Meetings of the Board may be held by teleconference, provided that all Directors participating in the meeting must be able to hear one another. All meetings held by teleconference must comply with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.10. Waiver of Notice. Except as otherwise provided in the Ralph M. Brown Act California Government Code Sections 54950, et seq. with respect to waivers of notice of special meetings, notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. A waiver of notice need not specify the purpose of any regular or special meeting of the Board. Directors can protest a lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of the Corporation as contained on the records of the Corporation as of the date of the protest, or by facsimile addressed to the facsimile number of the Corporation as contained on the records of the Corporation as of the date of the protest.

Section 3.11. Adjournment. A Board meeting may be adjourned in accordance with the provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.12. Conduct of Meetings. Meetings of the Board shall be presided over by the Chairperson of the Board, or, in his or her absence, the Treasurer or, in the absence of each of these persons, by a chairperson chosen by a majority of the Directors present at the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.13. Fees and Compensation. Directors shall not receive any compensation for their service as Directors or as members of Committees of the Board; provided, however, that any Director may receive advances or reimbursement of actual reasonable expenses incurred by such Director in carrying out his or her duties as a Director or as

a member of a Committee of the Board, as may be authorized by the Board. This Section 3.13 shall not be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee or otherwise, and receiving reasonable compensation for those services, as may be authorized by the Board.

Section 3.14. Restrictions on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be Interested Persons. An "Interested Person" is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; (b) any employee or officer of any corporation, or any shareholder holding more than 3 percent of the shares in any corporation, or any partner or employee of any partnership, that has rendered compensated services to the Corporation within the previous 12 months; and (c) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law or son-in-law of any person described in clause (a) or (b) above. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by the Corporation.

Section 3.15. Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation.

Section 3.16. Guests of Honor. From time to time the Board, or any Committee so authorized, may place in nomination before the Board the names of individuals for election to life terms as Guests of Honor in recognition of especially meritorious service to the Corporation. The specific requirements and procedures for nomination and election shall be established by the Board, or any Committee so authorized, provided that any Director who has served at least one full term as the Chairperson of the Board or the President (if any) shall be eligible for nomination to the status of Guest of Honor.

Guests of Honor shall receive notice of and be permitted to attend all meetings of the Board and all functions of the Board, unless the Board by resolution has determined that such Guest of Honor shall be excluded from any such meeting, but shall not be deemed Directors and therefore shall not (i) have voting power or any notice rights as a Director, (ii) have any authority to act as a Director, or (iii) be counted for quorum purposes. There shall be no limit to the number of Guests of Honor.

Section 3.17. Non-liability of Directors. The Directors shall not be personally liable for the debts, liabilities or other obligations of the Corporation.

The personal liability (including personal liability to a third party for monetary damages) of any Director for such person's acts or omissions occurring within the scope of the performance of such person's duties as such shall be limited to the fullest extent permitted by law (including Section 5047.5 of the California Nonprofit Corporation Law or Section 5239 of the Nonprofit Public Benefit Law, as applicable). Such Directors shall also have a right to indemnification by the Corporation as and to the extent set forth in Article 9 hereof.

## ARTICLE 4. COMMITTEES

Section 4.1. Committees of Directors. The Board may, by resolution adopted by a majority of the Directors then in office, provided that a quorum is present, create one (1) or more committees ("Committees"), each consisting of two (2) or more Directors, and only of Directors, to serve at the pleasure of the Board. Notwithstanding the foregoing, the Corporation shall establish an Audit Committee if required pursuant to Section 7.1 hereof. The Board may designate one (1) or more Directors as alternate members of any Committee, who may replace any absent member at any meeting of the Committee. By a majority vote of the Directors then in office, the Board may, at any time, appoint members or alternate members to any Committee from the Directors, remove with or without cause any member of any Committee, fill any vacancies on any Committee from the Directors and revoke or modify any or all of the authority delegated to any Committee. Any Committee, to the extent provided in the resolution of the Board, shall have all or a portion of the authority of the Board, except with respect to:

(a) the approval of any action that, under the California Nonprofit Public Benefit Corporation Law, would also require approval of all members or approval of a majority of all members, if the Corporation had members;

(b) the filling of vacancies on the Board or on any Committee that has the authority of the Board;

(c) the fixing of compensation of the Directors for serving on the Board or on any Committee;

(d) the amendment or repeal of the Articles of Incorporation or these Bylaws or the adoption of new bylaws of the Corporation;

(e) the amendment or repeal of any resolution of the Board that by its express terms is not so amendable or repealable;

(f) the appointment of Committees of the Board or the members thereof;

(g) the expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected; or

(h) the approval of any self-dealing transaction, as defined in the California Nonprofit Public Benefit Corporation Law, except as expressly provided in Section 5233(d)(3) thereof.

Section 4.2. Meetings and Actions of Committees. All meetings of any Committee shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation. The Board shall have the power to prescribe the manner in which proceedings of any Committee shall be conducted. In the absence of any such prescription, each Committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such Committee shall otherwise provide, the regular and special meetings and other actions of any such Committee shall be governed by

the provisions of this Article 4 applicable to meetings and actions of the Board. Each Committee shall keep regular minutes of its meetings, cause them to be filed with the records of the Corporation and report the same to the Board from time to time as the Board may require.

Section 4.3. Advisory Committees. The Board may create one or more advisory committees to serve at the pleasure of the Board, which shall be clearly titled as "advisory" committees. Members of such advisory committees need not, but may, be Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect. All meetings of any advisory committee shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 4.4. Technical Advisory Committee. The Technical Advisory Committee shall be an advisory committee, as described in Section 4.3 above, responsible for (i) monitoring the quality of technical and scientific instruction provided and the curriculum used by the Academy, and (ii) making related recommendations for improvement to the Board. The Technical Advisory Committee shall have a minimum of five (5) members. In addition, the Head of School shall attend the meetings of the Technical Advisory Committee. The chairperson of the Technical Advisory Committee must be a director of the Board.

## ARTICLE 5. OFFICERS

Section 5.1. Officers. The officers of the Corporation shall be a Chairperson of the Board, a Secretary and a Treasurer. The Corporation may elect or appoint, in accordance with the provisions of Section 5.3, additional officers, including but not limited to a President, one or more Vice Presidents, one or more Assistant Secretaries, and/or one or more Assistant Treasurers. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chairperson of the Board or the President (if any).

Section 5.2. Election of Officers. The Chairperson of the Board, the Secretary and the Treasurer, unless elected or appointed in accordance with the provisions of Section 5.5, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be appointed.

Section 5.3. Subordinate Officers. The Board may elect, and may empower the Chairperson of the Board or another officer to appoint, such other officers as the business of the Corporation may require, in the discretion of the Board, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine. The Board shall approve in advance any employment contract entered into with any such officer.

Section 5.4. Removal and Resignation. Any officer may be removed by the Board at any time (subject to the provisions of any employment contract approved by the Board

pursuant to Section 5.3), either with or without cause and either with or without prior notice, at a regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time (subject to the provisions of any employment contract approved by the Board pursuant to Section 5.3) by giving written notice to the Corporation addressed and sent to the Board, the Chairperson of the Board or the Secretary. An officer's resignation shall take effect at the date notice of resignation is received by the addressee or at any later time specified in the notice and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 5.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis. In the event of a vacancy in any office other than the Chairperson of the Board, such vacancy may be filled by appointment by the Chairperson of the Board, and such officer shall remain in office for sixty (60) days, or until the next regular meeting of the Board, whichever comes first. Thereafter, the office can be filled only by action of the Board.

Section 5.6. Chairperson of the Board. The Chairperson of the Board shall, if present, preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board or prescribed by these Bylaws. If there is no President, then the Chairperson of the Board shall also be the chief executive officer of the Corporation and shall have the powers and duties prescribed in Section 5.7.

Section 5.7. President. Subject to such powers, if any, as may be given by the Board to the Chairperson of the Board, the President, if any, shall be the general manager and chief executive officer of the Corporation and shall have responsibility for, subject to the control of the Board, the general supervision, direction, and control of the business and officers of the Corporation. The President, if any, shall have the general powers and duties of management usually vested in the office of president and general manager of a corporation and such other powers and duties as may be prescribed by the Board.

Section 5.8. Vice Presidents. In the absence or disability of the President, or in the event of his or her inability or refusal to act, the Vice Presidents, if any, in order of their rank as fixed by the Board or, if not ranked, a Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents, if any, shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board, these Bylaws, the Chairperson of the Board or the President, if any.

Section 5.9. Secretary. The Secretary shall keep, or cause to be kept, minutes of all meetings of the Board and Board Committees. If the Secretary is unable to be present, the secretary or the presiding officer of the meeting shall designate another person to take the minutes of the meeting. Unless otherwise determined by the Board, the Secretary shall keep or cause to be kept, at the principal office of the Corporation or such other place as the Board may order, a book of minutes of all meetings of the Board and its Committees, with the time and

place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and Committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office of the Corporation or such other place as the Board may order, the original or a copy of the Corporation's Articles of Incorporation and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and any Committees thereof required by these Bylaws or by law to be given. If the Secretary or other person authorized by the Secretary to give notice fails to act, notice of any meeting may be given by any other Director or officer of the Corporation.

The Secretary shall keep the records of the Corporation and the seal of the Corporation, if one be adopted, in safe custody. The Secretary shall have such other powers and shall perform such other duties as from time to time may be prescribed by the Board.

Section 5.10. Treasurer. The Treasurer shall be deemed to be the chief financial officer of the Corporation. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements. The books of account shall be open to inspection, at all reasonable times, by any Director or his or her agent or attorney. The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board.

The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required report. The Treasurer shall also prepare, or cause to be prepared, an annual report that shall be sent by the Board to each Director within one hundred and twenty (120) days after the close of the Corporation's fiscal year, containing the following information in reasonable detail:

(a) the assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

(b) the principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) the revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;

(d) the expenses or disbursements of the Corporation for both general and restricted purposes during the fiscal year;

(e) an independent accountants' report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records; and

(f) a statement regarding any transaction (i) to which the Corporation, its parent, or its subsidiary was a party, (ii) in which any Director or officer of the Corporation, its parent or its subsidiary, or any holder of more than ten percent (10%) of the voting power of the Corporation, its parent or its subsidiary, had a direct or indirect material financial interest (a mere common directorship shall not be considered such an interest) and (iii) that involved either (A) more than $50,000 or that was one of a number of such transactions with the same interested person involving, in the aggregate, more than $50,000 or (B) any loans, guaranties, indemnifications, or advances aggregating more than $10,000 paid during the fiscal year to any Director or officer of the Corporation under Article 10 of these Bylaws; which statement shall include: (1) a brief description of the transaction; (2) the names of interested persons involved; (3) their relationship to the Corporation; (4) the nature of their interest in the transaction, and; (5) when practicable, the amount of that interest.

The Treasurer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the Chairperson of the Board, the President (if any) and the Directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall also have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 5.11. Compensation. Neither the Chairman of the Board, nor the Secretary, nor the Treasurer shall receive any compensation for his or her service as such officer; provided, however, that each such officer may receive advances or reimbursement of actual reasonable expenses incurred by him or her in carrying out his or her duties as such officer, as may be authorized by the Board. The compensation of other officers of the Corporation, if any, shall be fixed from time to time by resolution of the Board or established in employment contracts approved by the Board pursuant to Section 5.3. No officer shall be prevented from receiving any compensation pursuant to this Section 5.11 by reason of the fact that he or she is also a Director of the Corporation; provided, however, that such compensation paid to a Director for serving as an officer of the Corporation shall only be allowed if permitted under the provisions of Section 3.14 of these Bylaws. In all cases, any compensation received by officers of the Corporation shall be reasonable and given in return for services actually rendered for the Corporation that relate to the performance of the public benefit purposes of the Corporation.

Section 5.12. Nonliability of Officers. The personal liability (including personal liability to a third party for monetary damages) of any officer for such person's acts or omissions occurring within the scope of the performance of such person's duties as such shall be limited to the fullest extent permitted by law (including Section 5047.5 of the California Nonprofit Corporation Law or Section 5239 of the Nonprofit Public Benefit Law, as applicable). Such officers shall also have a right to indemnification by the Corporation as and to the extent set forth in Article 9 hereof.

## ARTICLE 6. HEAD OF SCHOOL

Section 6.1. Appointment. The school operated and maintained by the Corporation pursuant to these Bylaws (the "Academy") shall have a Head of School selected by

the Board. The Head of School shall be an employee of the Corporation and shall receive a compensation package fixed by the Board, and the Board shall ensure that such compensation package be just and reasonable. The Board may extend the Head of School a contract of employment and shall devise and implement a mechanism for periodic (e.g., annual) review of the Head of School's performance. The Head of School shall attend the meetings of the Board.

Section 6.2. Responsibilities. Subject to the authority of the Board, the Head of School shall:

(a) be responsible for supervising and managing the day-to-day business and affairs of the Academy;

(b) be responsible for the hiring, supervision, and termination of employment of school employees and staff, subject to salary guidelines and previous discussion with, and other reasonable requirements as may be set forth by, the Board, if any;

(c) advance the purposes of the Corporation through the Academy, and shall otherwise operate such school in a manner consistent with the policies and plans adopted by the Board, and as directed by the Board;

(d) assist the Board in developing plans for the near- and long-term future of the Academy;

(e) be responsible for prudent budgeting and fiscal management, managing the Academy's operations and property in a fiscally responsible manner; and

(f) be responsible, together with the Board, for fund-raising for the Academy.

The Head of School shall have such other powers and duties as may be prescribed from time to time by the Board or by these Bylaws.

## ARTICLE 7. FINANCIAL OVERSIGHT

Section 7.1. Appointment of an Audit Committee. In a fiscal year in which the Corporation's gross revenue is $2,000,000 or more (excluding grants from, and contracts for services with, governmental entities for which the governmental entity requires an accounting of the funds received), the Corporation shall appoint an audit committee (the "Audit Committee").

(a) Members. The Audit Committee may include non-Directors, but it may not include any members of the staff, the Chairman of the Board, the Treasurer, or the President (if any). If the Corporation has a Finance Committee, it shall be separate from the Audit Committee. The Audit Committee may include members of the Finance Committee, but such overlapping Committee members shall constitute less than half of the Audit Committee and the chairperson of the Audit Committee may not be a member of the Finance Committee. Any person who has any material financial interest in any entity doing business with the Corporation may not serve on the Audit Committee. Each member of the Audit Committee shall serve as such until such member's successor shall be appointed by the Board. In the event that any member of the Audit Committee shall resign or cease to be a Director of the Corporation, the vacancy thus caused shall be filled by the Board.

(b) Duties of the Audit Committee. Subject to the supervision of the Board, the Audit Committee shall exercise the following powers, responsibilities, and duties:

(i) make recommendations to the Board regarding the appointment, retention, and termination of the independent auditor for the Corporation;

(ii) negotiate the auditor's compensation on behalf of the Board;

(iii) confer with the auditor to satisfy the members of the Audit Committee that the financial affairs of the Corporation are in order;

(iv) review the audit and decide whether to recommend acceptance of it to the Board; and

(v) approve non-audit services by the auditor and ensure that such services conform to the applicable independent standards.

(c) Compensation. No member of the Audit Committee shall receive compensation for serving on the Audit Committee. An Audit Committee member may be reimbursed for reasonable expenses incurred in attending such meetings.

(d) Quorum, Meetings of the Audit Committee, Records of the Audit Committee. Determinations of quorum, procedures for meetings, and records of the Audit Committee shall be in accordance with the provisions of Section 4.2.

(e) Control by the Board. The Audit Committee shall be subject at all times to the control of the Board, which shall have the power to revise or alter any action taken by the Audit Committee; provided, however, that no rights of third parties shall be affected thereby.

Section 7.2. Financial Statements Must Be Made Available. If the Corporation prepares an audited financial statement, such audited financial statement shall be made available for inspection by the California Attorney General and by all members of the public no later than nine months after the close of the relevant fiscal year in the same manner as the Corporation's Internal Revenue Service Form 990. Each annual financial statement shall be made available to the public for three years.

## ARTICLE 8. OTHER PROVISIONS

Section 8.1. Execution of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by the Chairman of the Board, the President (if any), or any Vice President (if any) shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and unless us authorized by the Board, no other officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 8.2. Representation of Shares of Other Corporations. The Chairperson of the Board, the President (if any) or any other officer or officers authorized by the Board, the Chairperson of the Board or the President (if any) are each authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the Corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 8.3. Construction and Definitions. Unless the context requires otherwise, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a natural person and any corporation or other entity. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

Section 8.4. Amendments. These Bylaws may be amended or repealed by a majority vote of Directors then in office, except that no amendment make any provisions of these Bylaws inconsistent with the charter(s) that created the Academy, the Corporation's Articles of

Incorporation, or any applicable laws. No amendment of these Bylaws may extend the term of a Director beyond that for which such Director was elected.

Section 8.5. Books and Records, Fiscal Year. The Corporation's books and records, together with all of the documents and papers pertaining to the business of the Corporation, shall be kept and maintained at the principal office of the Corporation. The fiscal year of the Corporation shall end on June 30, unless otherwise provided for by the Board, and the books and records of the Corporation shall be kept on a fiscal year basis and shall reflect all the transactions of the Corporation and be appropriate and adequate for the Corporation's business.

## ARTICLE 9. CONFLICT OF INTEREST

Section 9.1. Conflict of Interest Policy. The Corporation shall have a Conflict of Interest Policy established by the Board, which policy shall be consistent with all applicable laws. The Conflict of Interest Policy shall be furnished to each Director or officer who is presently serving the Corporation, or who may hereafter become associated with the Corporation. The Conflict of Interest Policy shall be reviewed at least annually for new information and guidance from Directors and officers, and any new Directors and officers shall be advised of the Conflict of Interest Policy upon undertaking the duties of their respective offices.

## ARTICLE 10. INDEMNIFICATION

Section 10.1. Definitions. For the purposes of this Article 10, "agent" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "officer" or director" means only an agent who is or was an officer or director of the Corporation or a predecessor corporation at the Corporation's (or such predecessor's) request; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation all attorneys' fees, costs and any other expenses reasonably incurred in establishing a right to indemnification under this Article 10.

Section 10.2. Indemnification in Actions by Third Parties. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation. The power to indemnify shall include expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in

the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

The Corporation shall, to the maximum extent permitted by law, and in the manner provided by law, indemnify any such persons who serve as Directors or officers of the Corporation. The personal liability of such Directors and officers shall be limited as and to the extent set forth in Section 3.17 and Section 5.12, respectively.

Section 10.3. Indemnification in Actions by or in the Right of the Corporation. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party, by reason of the fact that such person is or was an agent of the Corporation, to any of the following types of threatened, pending or completed actions: ones by or in the right of the Corporation; ones brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law; or ones brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust. The power to indemnify shall include expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 10.3:

(a) in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses that such court shall determine;

(b) of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) of expenses incurred in defending a threatened or pending action that is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General; or

(d) of amounts that would qualify as an excess benefit as that term is defined in Internal Revenue Code Section 4958.

Section 10.4. Indemnification of Expenses. To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to above or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 10.5. Required Determinations. Except as provided in the above sections of this Article 10, any indemnification under this Article 10 shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is

proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 10.2 or 10.3, by:

(a) A majority vote of a quorum consisting of Directors who are not parties to such proceedings; or

(b) The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.

Section 10.6. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation before final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay that amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article 10; provided, however, that such advance shall not be permitted if the Corporation is a private foundation within the meaning of Internal Revenue Code Section 509 and the agent is a disqualified person within the meaning of Internal Revenue Code Section 4946.

Section 10.7. Meetings of the Board. On written request to the Board by any Director or officer seeking indemnification under these Bylaws or the California Nonprofit Corporation Law, the Board shall promptly convene a meeting and in good faith decide whether the applicable standard(s) have been met and, subject to any required findings and other constraints, if any, upon its power to provide such indemnification, if they have been met shall promptly authorize such indemnification.

Section 10.8. Other Indemnification. No provision made by the Corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, these Bylaws, a resolution of the Board, an agreement or otherwise, shall be valid unless consistent with this Article 10. Nothing contained in this Article 10 shall affect any right to indemnification to which persons other than such Directors and officers may be entitled by contract or otherwise.

Section 10.9. Forms of Indemnification not Permitted. No indemnification or advance shall be made under this Article 10, except as provided in Sections 10.4 or 10.5(b), in any circumstances where it appears:

(a) that it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid that prohibits or otherwise limits indemnification; or

(b) that it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 10.10. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article 10, provided, however, that a Corporation shall have

no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law (or any successor provision thereto).

Section 10.11. Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article 10 does not apply to any proceeding against any trustee, investment manager, or other fiduciary of any employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 10.1. The Corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

Section 10.12. Federal and State Exculpatory Provisions. Nothing in this Article 10 shall limit or otherwise adversely affect the rights of qualifying agents of the Corporation under the Federal Volunteer Protection Act of 1997, as amended (42 USCA Section 14501 et seq.), Section 5047.5 of the California Corporations Code, Section 5239 of the Nonprofit Public Benefit Law or similar provisions of other laws or public policies limiting such liability, as now in effect or as any thereof may be amended.

Section 10.13. Separability. Each and every paragraph, sentence, term, and provision of this Article 10 is separate and distinct so that if any paragraph, sentence, term, or provision shall be held to be invalid or unenforceable for any reason, its invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, term, or provision of this Article 10. To the extent required, any paragraph, sentence, term, or provision of this Article 10 may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article 10 and any agreement between the Corporation and the claimant, the broadest possible indemnification permitted under applicable law.

## ARTICLE 11. EMERGENCY PROVISIONS

Section 11.1. Applicability. The provisions of this Article 11 shall be operative only during an "emergency situation" as defined in California Government Code Section 54956.5. Under such conditions, a meeting of the Board may be held in accordance with the provisions of such Section 54956.5.

Section 11.2. Emergency Quorum. The Director or Directors in attendance at the meeting of the Board so called shall constitute a quorum. If none is in attendance at the meeting, the officers or other persons designated on a list approved by the Board before the emergency, all in the order of priority and subject to the conditions and for the period of time (not longer than reasonably necessary after the termination of the emergency) as may be provided in the resolution approving the list, shall, to the extent required to provide a quorum at any meeting of the Board be deemed Directors or members of the committee, as the case may be, for the meeting.

Section 11.3. Line of Succession. The Board, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during the emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

Section 11.4. Principal Office. The Board, either before or during any such

emergency, may, effective in the emergency, change the principal office or designate several alternative offices or authorize the officers so to do.

*[This space left intentionally blank]*

**CERTIFICATE OF SECRETARY**

**OF**

**THE PALMDALE AEROSPACE ACADEMY, INC.**

A California Nonprofit Public Benefit Corporation

I hereby certify that I am the duly elected and acting Secretary of The Palmdale Aerospace Academy, Inc. and that the foregoing Bylaws, comprising 20 pages, constitute the Bylaws of said Corporation as duly adopted by the Board of Directors of the Corporation on _____, ____; and that these Bylaws have not been amended since that date.

Executed on _____ at _____, California.

_____

Name: _____

Title: Secretary

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# City Council Staff Report

**DATE:** **JULY 13, 2022**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL**

**FROM:** **OFFICE OF THE CITY MANAGER**

**DISTRICT:** **ALL**

**SUBJECT:** **AWARD MEASURE AV GRANT PROGRAM FUNDING; CONSIDERATION OF AWARDING A TOTAL OF $1,306,810, TO GRANTEES IN EXHIBIT A AND AUTHORIZE INTERIM CITY MANAGER TO ENTER INTO AGREEMENTS RANGING FROM $2,000 TO $250,000.**

## ISSUE

Award Measure AV Grant Program funding; consideration of awarding a total of $1,306,810, to grantees in Exhibit A and authorize the Interim City Manager to enter into agreements ranging from $2,000 to $250,000.

## RECOMMENDATION

Staff recommends that the City Council:

1. Award Measure AV Grant Program funding, totaling $1,306,810, to grantees in Exhibit A and authorize the Interim City Manager to enter into agreements ranging from $2,000 to $250,000.

## BACKGROUND

In November 2020, voters in the City of Palmdale passed a local ¾ cent general sales tax generating revenue to, among other things:

- Maintain 911 emergency response times;
- Keep public parks open, safe and clean;
- Repair streets and potholes;
- Retain and recruit local businesses through economic development initiatives to ensure the City's long-term financial stability;
- Support community policing, activities for at-risk youth and mental health efforts to help keep our community safe for everyone;
- Address homelessness;
- Support services for local military veterans and seniors;
- Upgrade emergency communications and improve emergency preparedness;
- Partner with faith communities, non-profits, and local youth sports programs; and,
- Protect water resources.

On December 15th, 2021, the City Council adopted adjustments to the Measure AV Fiscal Year 2022 budget to include revised revenue projections and approving a new appropriation for the Measure AV Grant Program, totaling $1,500,000. The remaining Measure AV funds are appropriated for budgeted projects, programs, and/or services. The Measure AV Committee also received and filed a recommendation on new grant program funding on January 26, 2022.

The City of Palmdale launched the first Measure AV Grant Program in January 2022 after approving funds, totaling $1,500,000. The funding opportunities are intended for small business, nonprofits, and other eligible agencies, that help address critical issues and meet Measure AV funding criteria set by voters. Eligible programs and services for this round include local military veterans, at-risk youth, mental health, food and shelter services, community-based policing, and crime prevention.

## DISCUSSION

On January 10, 2022, online applications were made available to community organizations for the Measure AV Grant Program. A virtual workshop was held on January 13, to inform potential applicants on the submission process and to participate in a Q&A session; 80 organizations were in attendance. Eighty-four (84) applications were received, totaling $5,560,000.

All applications were assessed by an initial eligibility review committee that determined if all program and documentation requirements were met. Applicants who met program and documentation requirements continued to the second review committee. Each committee member evaluated applications individually and then met to determine a group consensus score, based on of the following criteria:

| EVALUATION CRITERIA | POINTS |
|---|---|
| Organization Location | 5 |
| Services & Recipients | 20 |
| Organizational Accomplishments | 10 |
| Community Partnerships | 10 |
| Palmdale Community Benefit | 30 |
| Measurements & Outcomes | 25 |
| **Total Possible Points** | **100** |

Upon final review of all eligible applications, twenty-nine (29) projects are recommended for funding, totaling $1,306,810 (see Exhibit A - Recommended Awardee List). The remaining funds will be available for either successful appeals or will be used towards future grant programs.

The applications recommended for funding in Exhibit A were presented to the Measure AV Oversight Committee on April 27. Staff reviewed the recommended awardee list and the Committee received and filed this item.

## FISCAL IMPACT

$1,500,000; grant program funds are budgeted as part of the overall fiscal year 21/22 Measure AV budget in account 15711001-737325.

## STRATEGIC PLAN

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

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

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

A. Support opportunities to celebrate rich traditions and diverse cultures in the community.
D. Develop and maintain diverse programs and events that inspire growth, pride, and lifelong learning.

| | |
|---|---|
| Prepared by: | Eric Dombrowski, Deputy Director of Parks & Recreation |
| Presented by: | Jordyn Kelley, Management Analyst |
| Certified as to availability of Funds: | Janelle Samson, Director of Finance |
| Approved by: | Ronda Perez, Interim City Manager |
| Approved as to form: | Scott Porter, Interim City Attorney |

## ATTACHMENTS

Exhibit A – Recommended Awardee List

# EXHIBIT A - RECOMMENDED AWARDEE LIST

| Legal Organization Name | Entity Type | Project Name | Category | Total Project Amount | Requested Grant Fund Amount | Recommended Award |
|---|---|---|---|---|---|---|
| American Youth Soccer Organization | Non-Profit Organization | 2022 Spring Season Soccer Programs | At-Risk Youth | $ 32,000 | $ 20,000 | **$ 20,000** |
| Antelope Valley Blue Star Mothers (AVBSM) | Non-Profit Organization | AVBSM Desert Lawn Beautification | Local Military/Veteran | $ 2,000 | $ 2,000 | **$ 2,000** |
| Antelope Valley CERT | Non-Profit Organization | Palmdale Resiliency, Education and Preparedness (PREP) | Food & Shelter | $ 21,000 | $ 21,000 | **$ 21,000** |
| Antelope Valley Partners for Health | Non-Profit Organization | Regional Violence Prevention Coalition, Community Action Plan Expansion (RVPC-CAPE) | Community-Based Policing | $ 136,950 | $ 14,950 | **$ 14,950** |
| Coalition for Humane Immigrant Rights (CHIRLA) | Non-Profit Organization | CHIRLA's Palmdale Community Service Project | Community-Based Policing | $ 273,143 | $ 180,000 | **$ 90,000** |
| Dynamic Therapy Solutions & Dyslexia Center LLC | Business Organization | The COVID Regression Solution to At Risk Youth | At-Risk Youth | $ 67,300 | $ 49,300 | **$ 49,300** |
| Friends of the Children (FOTC) - Los Angeles | Non-Profit Organization | Youth Well-Being through a 2Gen Professional Mentoring | At-Risk Youth | $ 123,467 | $ 25,000 | **$ 25,000** |
| Homes for Families | Non-Profit Organization | Palmdale Veteran Enriched Neighborhood | Local Military/Veteran | $ 2,406,700 | $ 100,000 | **$ 100,000** |
| Jewish Vocational Services (JVS) SoCal | Non-Profit Organization | JVS Veterans First Skills Training | Local Military/Veteran | $ 931,887 | $ 20,700 | **$ 20,700** |
| Little LeagueInc. dba American Indian Little League | Non-Profit Organization | Baseball Field Improvements & Scholarship | At-Risk Youth | $ 10,000 | $ 10,000 | **$ 10,000** |
| Marzette's House | Non-Profit Organization | Healthy Heart and Minds - Healthy Snack Program | Food & Shelter | $ 2,000 | $ 2,000 | **$ 2,000** |
| Mental Health America of Los Angeles | Non-Profit Organization | TAY Academy - Mental Health Program | At-Risk Youth/ Mental Health | $ 482,600 | $ 25,000 | **$ 25,000** |
| Mental Health America of Los Angeles | Non-Profit Organization | Military Resource Center | Local Military/Veteran | $ 1,133,209 | $ 25,000 | **$ 25,000** |
| Mighty Little Giants, Inc. | Non-Profit Organization | NICU Essential Self Care Kits | Mental Health | $ 10,000 | $ 10,000 | **$ 10,000** |
| Saint Mary Elementary School | Education Organization | High-Dosage Tutoring Program | At-Risk Youth | $ 20,000 | $ 20,000 | **$ 20,000** |
| SALVA | Non-Profit Organization | SALVA building healthy communities and reducing disparities with the City Of Palmdale | Mental Health/Food & Shelter | $ 355,000 | $ 355,000 | **$ 177,500** |
| South Bay Center for Counseling | Non-Profit Organization | Child Abuse Prevention | Community-Based Policing | $ 25,000 | $ 24,758 | **$ 24,758** |
| Spring of Evolution dba Wolf Connection | Non-Profit Organization | Youth Empowerment Mentoring Component | At-Risk Youth | $ 2,336,899 | $ 248,803 | **$ 124,402** |
| STARBASE Edwards, Inc. | Non-Profit Organization | STARBASE Edwards 2.0 - After School Program | At-Risk Youth | $ 414,500 | $ 40,000 | **$ 40,000** |
| The Community Action League | Non-Profit Organization | Rent Relief Education & Outreach | Food & Shelter | $ 15,000 | $ 15,000 | **$ 15,000** |
| The Community Action League | Non-Profit Organization | Jumpstart to Success - Employment, Training and Mentorship Program | At-Risk Youth | $ 25,000 | $ 25,000 | **$ 25,000** |
| The Way Center of Truth, Inc. | Faith-Based Organization | Youth Empowerment 2022 - Suicide Prevention: From Depression to Inspiration | Mental Health | $ 19,800 | $ 19,800 | **$ 19,800** |
| U S Marine Corp Toys for Tots | Non-Profit Organization | Antelope Valley Toys for Tots | At-Risk Youth | $ 47,000 | $ 26,000 | **$ 26,000** |
| United American Indian Involvement, Inc. | Non-Profit Organization | UAII City of Palmdale Native American Youth Outreach Expansion | Mental Health | $ 50,000 | $ 50,000 | **$ 50,000** |
| Ventura Foundation | Non-Profit Organization | Developing our next generation of leaders - Leadership Training | At-Risk Youth | $ 50,000 | $ 50,000 | **$ 50,000** |
| Vets 4 Veterans, Inc | Non-Profit Organization | Operation Restart Immediate Need | Local Military/Veteran | $ 61,000 | $ 35,000 | **$ 35,000** |
| Vets 4 Veterans, Inc | Non-Profit Organization | Vets 4 Veterans Transition House | Local Military/Veteran | $ 508,000 | $ 250,000 | **$ 250,000** |
| Victory Outreach Palmdale | Non-Profit Organization | Basketball Tournament | At-Risk Youth | $ 9,400 | $ 9,400 | **$ 9,400** |
| West Antelope Valley Education, Inc. | Education Organization | Activities for All - Science, Arts and Athletics | At-Risk Youth | $ 44,000 | $ 25,000 | **$ 25,000** |
| | | | | **$ 9,612,855** | **$ 1,698,711** | **$ 1,306,810** |

OFFICE OF THE CITY MANAGER

# Measure AV

## Grant Program Awardee Report

# Grant Program Highlights

## 84 applications were submitted

Online application portal opened January 10 and closed January 27.

## $5.5 million total requested

Total requested funding received was almost 4x more than what was budgeted for round 1.

## 80 participated in webinar

City staff hosted an informational webinar on January 12 to go over the application and process.

# Grant Awardees

Round 1

**$1,306,810**

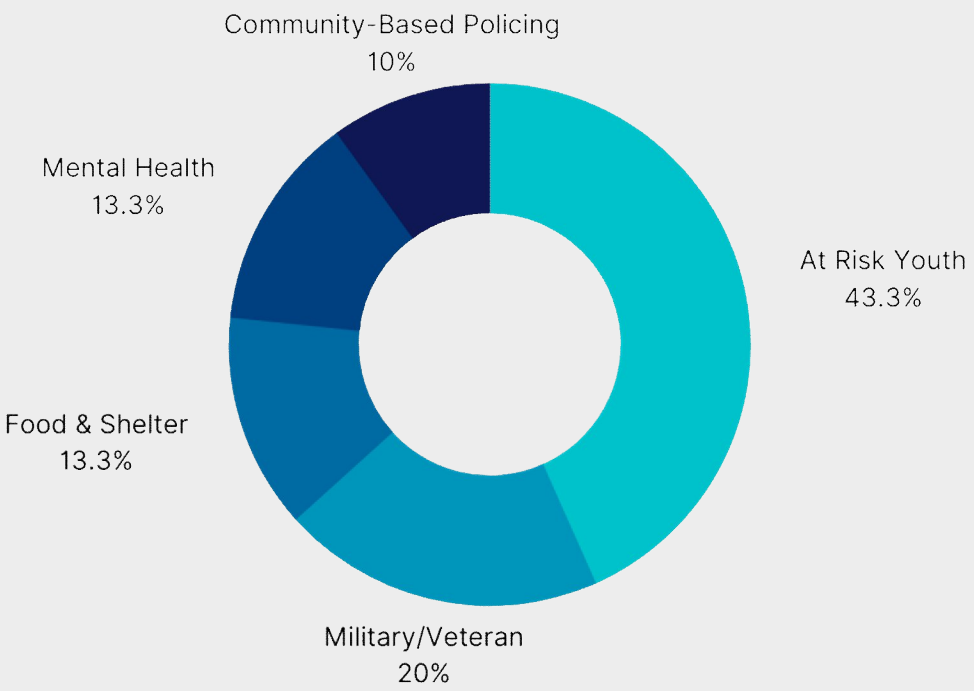
**Recommended to Award**

Over $1.3 million dollars will be awarded to help programs and services throughout our community.

**29**

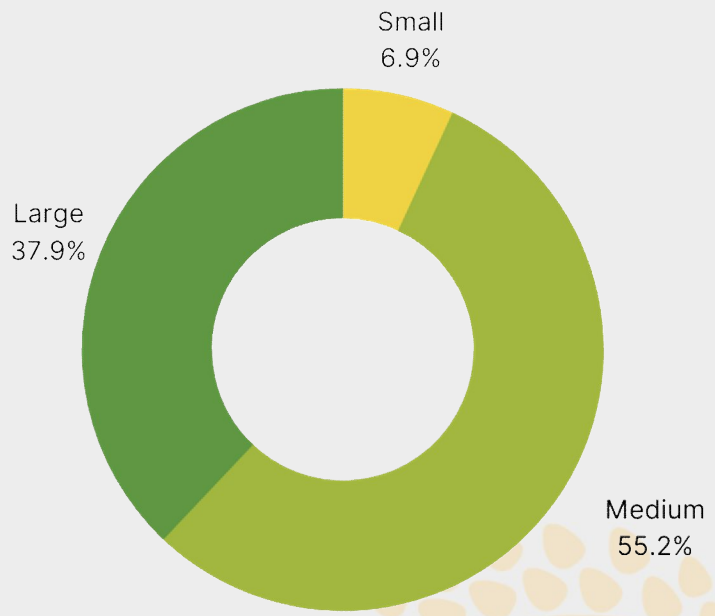
**Community Projects**

Round 1 of Measure AV grant funding will be awarded to 29 projects.




# Project Categories

Awardees




# Threshold Amounts

Awardees

# Timeline

## Round 1

### Portal Opens

January 10
Applications accepted

### Applications Due

January 27
Application deadline

### Evaluation Review

February-March
Documentation & Scoring

### Measure AV Meeting

April 27 - Presentation of Awardee List

### City Council Meeting

June 1 - Awardee List Approval

### Awardees Notified

June - Tentative Offer Letters

### Finalization

July - Agreements Executed & Funding Sent

# Questions

**CITY OF PALMDALE**
**OFFICE OF THE CITY COUNCIL**

# M E M O R A N D U M

**TO:** City Clerk

**FROM:** Laura Bettencourt, Councilmember

**SUBJECT:** Monthly Informational Report – Events and Meetings

**DATE:** July 13, 2022

During the period June 1, through June 30, 2022, I attended the following meetings and events:

| | |
|---|---|
| June 1: | Regular Council Meeting |
| June 3: | Special Closed Session Meeting |
| June 11 and 12: | AV Taco Festival |
| June 15: | Council Workshop |