



P A L M D A L E
a place to call home

**CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, DECEMBER 6, 2023
5:00 PM**

www.cityofpalmdale.org

WELCOME

1. CALL MEETING TO ORDER

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

2. ROLL CALL

MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN, COUNCILMEMBERS
BISHOP, LOA, OHLSEN
COMMISSIONERS FRAGA-SAENZ, BETTS

3. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4. PRESENTATIONS

- 4.1 Presentation by Los Angeles Internal Services Department and the Southern California Regional Energy Network (SoCalRen) of an award to City of Palmdale for "Extraordinary Emission Reduction for the Highest Energy Savings Achieved by a Public Agency".
- 4.2 Proclamation declaring December as Human Rights Month in the City of Palmdale and receive a verbal update from the Human Rights Advisory Committee.
- 4.3 Presentation of the Film Palmdale Strategic Plan.

PUBLIC COMMENT RULES:

“(California Government Code Section 54954.3).

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

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

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

In furtherance of Section 54954.3 of the Brown Act, the public is allotted to speak a total of three (3) minutes on the entirety of the CC/HA Consent Calendars, New Business and Closed Session, with two (2) minutes on each Public Hearing, and, if desired, an additional two (2) minutes on items not on the agenda that are within the subject matter jurisdiction of the City Council. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified.

5. PUBLIC COMMENTS:

CC/HA CONSENT CALENDARS, NEW BUSINESS, AND CLOSED SESSION: Now is the time for public participation on items listed on the CC/HA Consent Calendars, New Business, and Closed Session items. Each speaker is allotted three (3) minutes total on the entirety of the above sections.

6. 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 the Authority, in which case the item(s) will be removed from the Calendar and will be considered separately following this portion of the

Agenda.

- 6.1 Approve the Housing Authority of the City of Palmdale's 2022-2023 Annual Report pursuant to California Health and Safety Code 34176.1 and direct staff to post the report on the City's website.

[SR HAF 2022-2023 Report.docx](#)

[Atch 1 Housing Asset Fund Annual Report 2022-2023](#)

- 6.2 Approve the minutes from the previous meetings.

August 16, 2023

September 6, 2023

November 15, 2023

[Minutes HA 08 16 2023.pdf](#)

[MInutes HA 09 06 2023.pdf](#)

[Minutes HA 11 15 2023.pdf](#)

7. 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.

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

- 7.2 Receive and file the Monthly Investment Activity Report for October 2023.

[SR Monthly Investment Report October 2023.docx](#)

[Rpt Monthly Investment Report October 2023 COP & SA.pdf](#)

- 7.3 Receive and file the Annual Activity Report for Development Agreement pertaining to the Oasis Wellness Village Project located at the southeast corner of Palmdale Boulevard and Tierra Subida Avenue.

[SR Agreement Oasis Wellness Village.docx](#)

[Atch 1 Agrmt No. A-5595 Oasis Wellness Village.pdf](#)

- 7.4 Approve agreement with Ninth Patriot, LLC for the deferment of undergrounding of transmission mainlines for Site Plan Review No. 19-001.

[SR Agrmt with Ninth Patriot Deferment Transmission.docx](#)

[Agrmt No. A-8601 with Ninth Patriot.docx](#)

[Exh A Description of Developer's Property.doc](#)

[Exh B Estimated Cost for Undergrounding.pdf](#)

[Attachment No. 1 - Reso. No. PC-2020-032.pdf](#)

- 7.5 Notice of Completion - Accept Public Improvements for Tract 61611 & 61981 located at the northeast corner of Avenue S and 65th Street East.

[SR NOC.docx](#)
[Exh A 21-11.docx](#)
[Exh B Site Map.docx](#)
[NOC.doc](#)
[Site Photo.jpg](#)

- 7.6 Approve Final Parcel Map No. 83805 (located at Trade Center Drive and Avenue P-4).

[SR PM 83805.docx](#)
[PM 83805 Final.pdf](#)

- 7.7 Approve Requisition No. 240592 with All-State Utility Supply, Inc. for the purchase of replacement streetlight poles and other related items in an amount not to exceed \$207,380 for FY 2023-24.

[SR Req. No. 240592 All-State Utility Supply Final.docx](#)
[Req No. 240592.pdf](#)
[Price Summary Schedule.pdf](#)

- 7.8 Adopt Resolution No. CC 2023-059, a Resolution of the City Council of the City of Palmdale approving the renaming of Avenue Q-6 to Hammack Avenue (Avenue Q-6) between Sierra Highway to 10th Street East.

[SR Reso. No. CC 2023-059.docx](#)
[Reso. No. CC 2023-059.doc](#)
[Site Map Hammack Ave \(Avenue Q-6\).pdf](#)

- 7.9 Notice of Completion - Accept Public Improvements for Circle K at 3851 East Palmdale Blvd.

[SR NOC.docx](#)
[Exh A 17-02.docx](#)
[Exh B Site Map.docx](#)
[NOC.doc](#)
[Site Photo.png](#)

- 7.10 Approve the minutes from the previous meetings.

CC - November 15, 2023
CC - November 16, 2023

[Minutes HA 11 15 2023.pdf](#)
[Minutes CC 11 16 2023.pdf](#)

8. PUBLIC HEARING

- 8.1 Public Hearing to obtain community input for the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) Grant for the development of the 2024-2025 Action Plan.

[SR Public Hearing Action Plan 2024-2025.docx](#)

- 8.2 Introduction and Adoption of Ordinance No. 1627, an Ordinance of the City Council of the City of Palmdale approving Zoning Ordinance Amendment (ZOA) 23-0003 to amend Title 17 and finding that the amendment is consistent with Program Environmental Impact Report (PEIR) 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).

[SR Ord. No. 1627.docx](#)

[Ord. No. 1627.doc](#)

[Exh A Ord. No. 1627.docx](#)

[PPT ZOA 23-0003 Ord. No. 1627.pptx](#)

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

10. NEW BUSINESS

- 10.1 Rotation of Incumbents serving as Mayor and Mayor Pro Tem.

[SR_Rotation_of_Incumbents_Mayor_and_Mayor_Pro_Tem \(1\).docx](#)

11. PRESENTATION OF A PLAQUE TO MAYOR BETTENCOURT AND CEREMONIAL PASSING OF THE GAVEL

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

- 12.1 Council Reports on Committee Memberships and Meetings Attended at Public Expense

[Bettencourt Informational Report Nov 2023.docx](#)

[Bishop Informational Report Nov 2023.docx](#)

[Loa Informational Report Nov 2023.docx](#)

[Ohlsen Informational Report Nov 2023.docx](#)

13. CITY COUNCIL ANNOUNCEMENTS AND REQUESTS

14. CITY MANAGER'S REPORT

15. PRESENTATION BY CITY ATTORNEY

15.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.

Los Angeles County Superior Court

Case No. 22STCV18219

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

15.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): 1 potential case

15.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

U-Haul v. City of Palmdale

Case No. 22AVCV00439

This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

15.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Guerra v. City of Palmdale

Case No. 23AVCV01005

This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

16. ANNOUNCEMENT BY CITY ATTORNEY

17. **ADJOURN** meeting to January 10, 2024 at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations

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



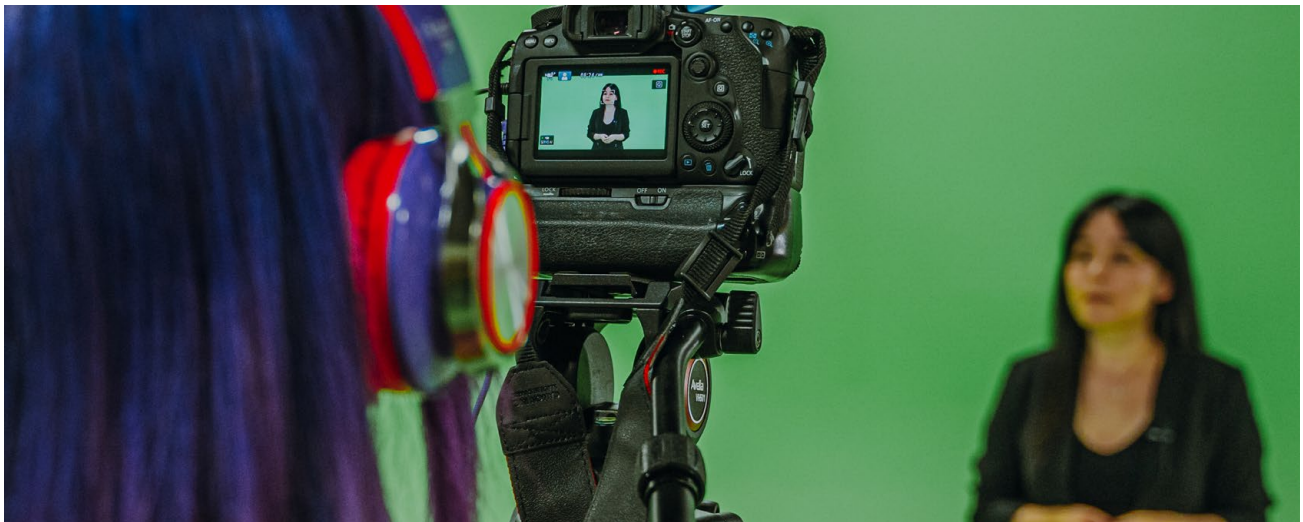
Strategic Plan for Film Palmdale

A script to grow Palmdale as a filmmaking destination and setting the stage for a creative future.

CONTENTS

- 3** Introduction
- 6** Background and Context
- 9** Goals, Strategies and Implementation Actions

- GOAL 1**
 - Market Film Palmdale9
- GOAL 2**
 - Make Filming Attractive and Easy12
- GOAL 3**
 - Involve the Community14
- GOAL 4**
 - Develop Film Infrastructure and Assets16
- GOAL 5**
 - Build Industry Networks.....18
- GOAL 6**
 - Track Progress.....19



INTRODUCTION

The City of Palmdale has the exciting opportunity to build off its rich history of cinema and develop as a film industry hub for Los Angeles County.

Since the silent film era, film producers have sought out the Antelope Valley for its spectacular desert setting and close proximity to Hollywood, often stationing in Palmdale as base camp. In the years since, even without the infrastructure of a major studio city, Palmdale has built a reputation as a unique and welcoming location to shoot movies, TV shows, commercials and more.

In light of recent macro-level changes in the film and entertainment industry, including the expansion of Hollywood’s studio zone and increased funding for the state’s film tax credit program, Palmdale is in a prime position to chart a bold vision for its future — one that puts the City at the center of a growing Antelope Valley film economy and uplifts the community through investments in arts and culture, workforce development and infrastructure. This **Strategic Plan for Film Palmdale** is the roadmap to achieving that objective.


Anchoring the City’s future ventures will be its core strengths: proximity to the industry, ease of access for film crews, cost effectiveness, distinctive scenery and ample space for development in a film friendly environment.



GOALS

Taking a 10-year time horizon of 2023-2033, this strategic plan explores six goals the City can focus on to drive and guide growth in the film sector.

Film Palmdale Goal 1



**MARKET
FILM
PALMDALE**

Film Palmdale Goal 2



**Make Filming
ATTRACTIVE
& EASY**

Film Palmdale Goal 3

*Involve the
Community*



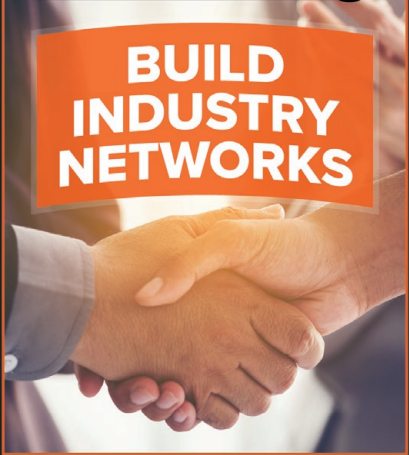
Film Palmdale Goal 4



**DEVELOP
ASSETS &
INFRASTRUCTURE**

Film Palmdale Goal 5

**BUILD
INDUSTRY
NETWORKS**





Film Palmdale Goal 6



**TRACK
PROGRESS**

STRATEGIES AND ACTION ITEMS

Informed by research and stakeholder interviews, the plan details specific strategies and action items to help the City achieve its goals over the short ( 1-5 years) and long terms ( 6-10 years).



PALMDALE 2045

This strategic plan is in alignment with the City’s mission to provide world-class service to its residents through innovation, passion, engagement and collaboration. The goals and strategies within also correspond with those in the Palmdale 2045 General Plan update, which aims to facilitate long-term film industry growth in the City.

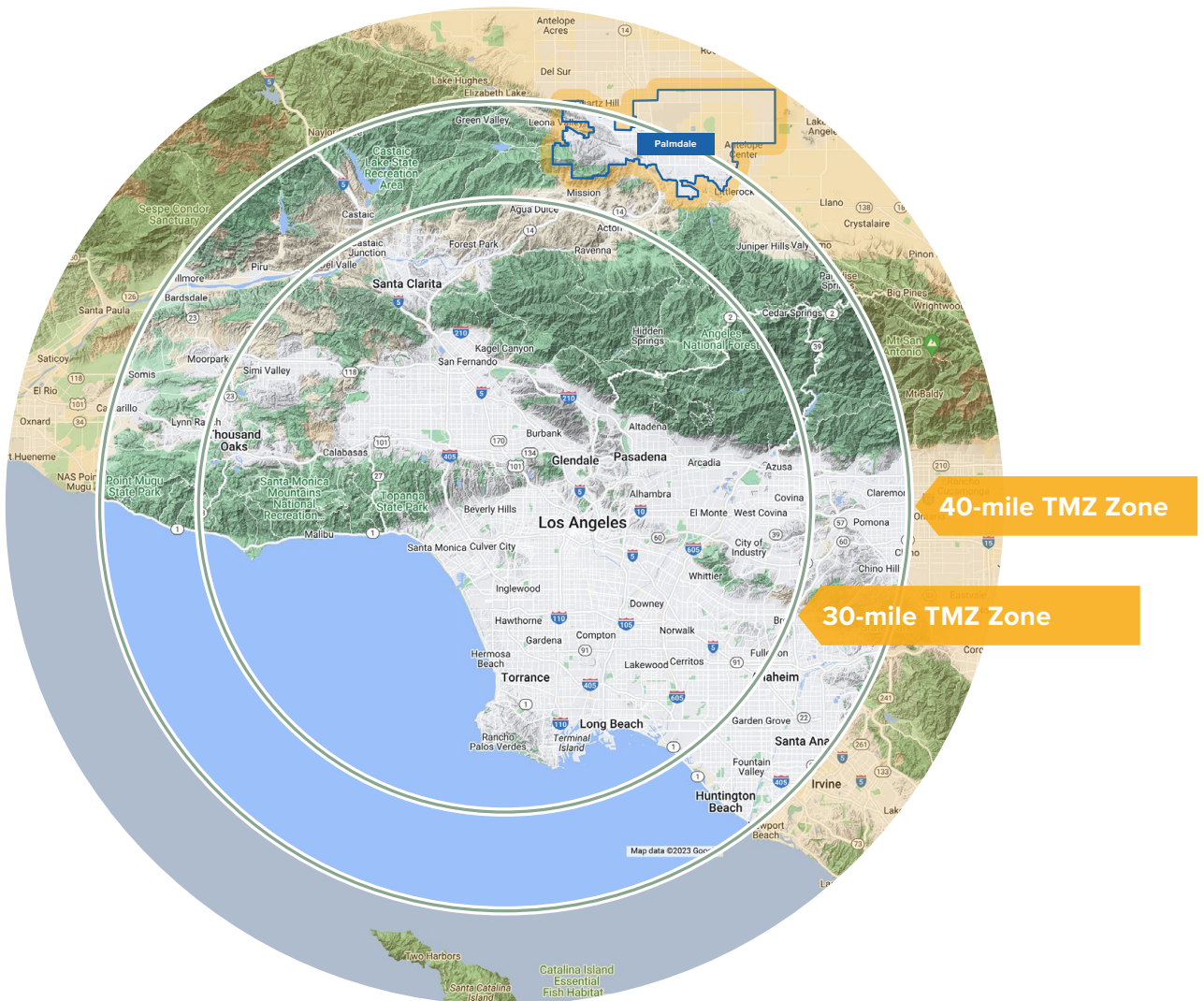


BACKGROUND AND CONTEXT

Situated less than 40 miles from downtown Los Angeles as the crow flies, Palmdale is the nearest “desert city” to Hollywood. Its unique natural landscapes and “old west” charm have drawn film makers across genres. The catalog of films that shot in or based their operations out of Palmdale is extensive. Productions that shoot on film sets outside of City limits still often stay in Palmdale, spending their dollars at local hotels, restaurants and stores.

Recent film industry dynamics and policy changes have opened up new and exciting opportunities for Palmdale. In 2015, film unions approved an expansion of Hollywood’s 30-mile studio zone (TMZ Zone), where film making is most cost effective. A meaningful adjustment for Palmdale, the expansion put most of the City limits inside

the new “secondary zone.” In parallel to that, the state also bolstered its Film & Television Tax Credit program to \$330 million per year to incentivize more in-state productions, creating an expensive bottleneck for existing studio space within the TMZ Zone.

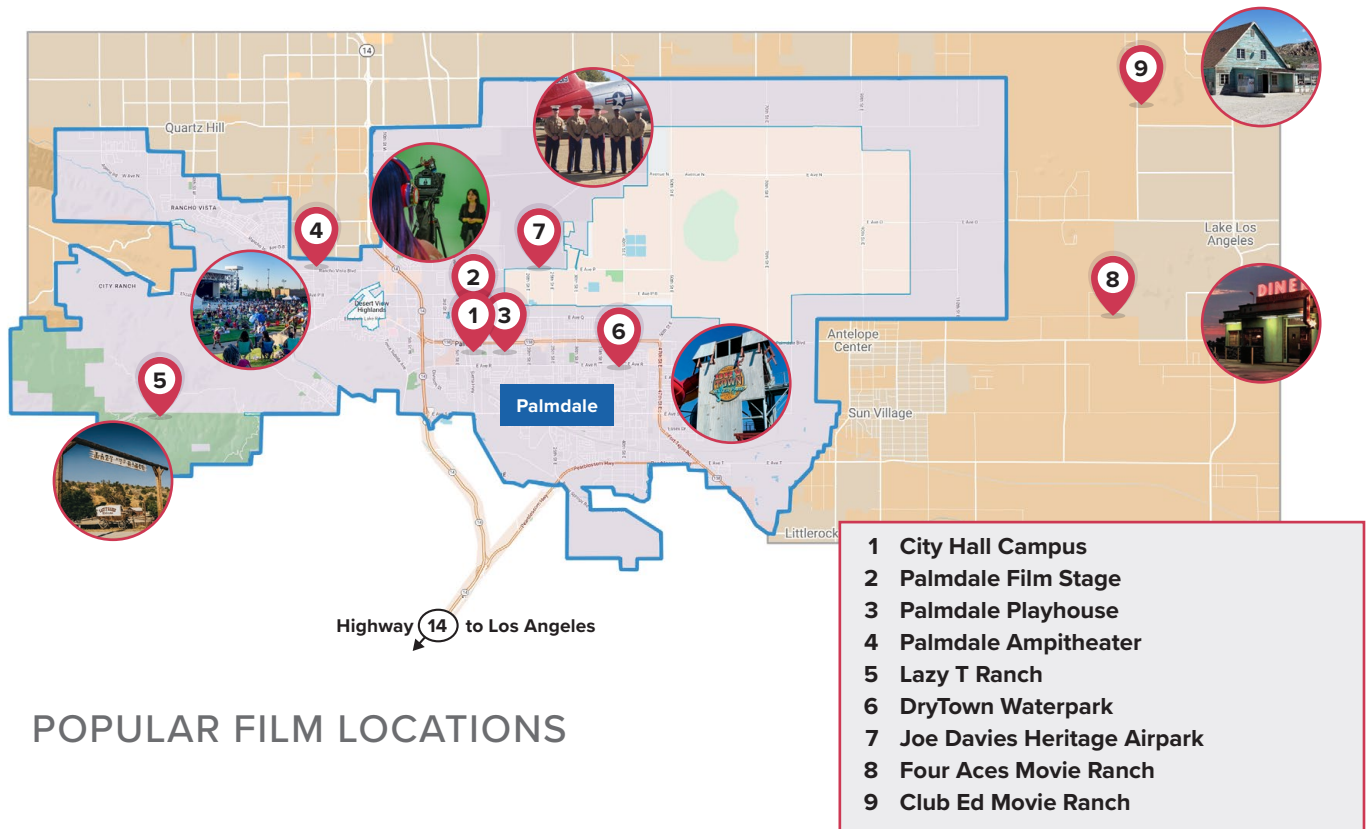


As a result of those factors, Palmdale is an emerging candidate for future sound stage and studio development. According to Paul Audley, president of FilmLA, the contracted nonprofit film office for numerous public agencies in Southern California, Palmdale is “ripe for [development] as we look at the cost of building in Los Angeles, the lack of property to do it in [and] the incredibly difficult process to get approvals.” Palmdale’s proximity to Hollywood, relatively affordable real estate, ample supply of appropriately zoned property and friendly stance toward the industry all make it a viable and attractive future hub.

If Palmdale succeeds at that goal, City residents in the film industry could find more career opportunities closer to home and reduce their need to commute long hours outside the City. In addition to the already sizable film industry workforce that resides in Palmdale, the field is garnering increasing interest from a new

generation of Antelope Valley youth. According to Duane Robertson, career technical education coordinator at Antelope Valley Union Valley High School District, the District recently introduced new film and digital media academic pathways that are seeing upticks in enrollment.

Over the past several years, the City of Palmdale has taken strides to build up its own film resources and incorporate the industry into its long-range planning. The City retained a local film liaison, David Halver, to enhance existing partnerships with FilmLA and the Antelope Valley Film Office for location and permitting services. In early 2023, the City opened the Palmdale Film Stage, a 6,000 square-foot converted studio space with a 2,500 square-foot Cyclorama and green screen. Additional steps to support industry growth include partnering with local hoteliers to subsidize film crew stays and setting goals for the industry in the City’s recent General Plan update.



Resilience

Film in Palmdale has rebounded since the COVID-19 pandemic. According to data provided by the City's film partners, Palmdale hosted 184 permitted film days in Fiscal Year (FY) 2021-22, a significant increase from a few dozen during the 2020 calendar year and 39 during FY 2018-19. In FY 2021-22, film productions throughout the Antelope Valley generated more than 3,000 hotel room stays in the City of Palmdale — about double the number of stays in 2020.

Looking to the future, Palmdale is poised to take advantage of continued growth in its film economy. The City can maximize future opportunities by advancing the goals and strategies outlined in this plan. Strategic investments in marketing, customer service, community relations, networking, infrastructure and data keeping can all help the sector blossom as a staple of the City's economy.

> Some of the movies filmed in the Antelope Valley.



GOALS, STRATEGIES AND IMPLEMENTATION ACTIONS

Film Palmdale will reach its 6 goals by pursuing specific strategies for each. Each strategy has a series of associated Implementation Actions that provide a practical timeline for the short-term and long-term steps that will transform Palmdale’s role in filmmaking.

The Implementation Actions focus on two timeframes:



SHORT TERM (ST)
1-5 year







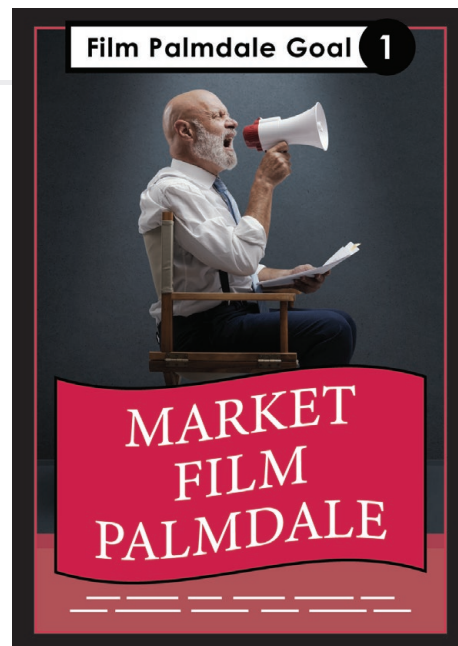
LONG TERM (LT)
6-10 year

GOAL 1 MARKET FILM PALMDALE

STRATEGIES

DEFINE THE FILM PALMDALE BRAND AND STRATEGIC MESSAGING

-  1 Define a brand that captures the City’s filmmaking history, spirit and strengths.
-  2 Craft strategic brand messaging, including key points of emphasis (i.e., top filming locations, inclusion in the Secondary Zone, reverse commute, film-friendly policies, affordable real estate, local workforce, state and City incentives).
-  3 Develop marketing assets, including stock photography, video, drone video and new animated logo.
-  4 Produce an “About Film Palmdale” video for website and other channels.



“ You don’t need a massive marketing budget. You just need a coordinated marketing campaign about who you’re going to reach, with what and then sustain that.”

– Paul Audley, FilmLA President

REFRESH FILM PALMDALE WEBSITE



1 Improve Search Engine Optimization across the site.



2 Deploy strategic messaging to tell Film Palmdale’s story and generate excitement around key brand strengths: film friendliness, diversity of locations, easy access, logistical flexibility, cost effectiveness, City incentives, history and vision for the future.



3 Provide up-to-date and easily navigable directories of film locations, lodging options, other amenities and crew members.



4 Highlight City’s interest in developing film infrastructure through public-private partnerships. Communicate key selling points and offer action steps to interested parties.



5 Create engaging and visually exciting content for the website, including original video, drone video and photos. Incorporate positive testimonials from film production customers. Prominently feature digital materials such as a Creative Handbook (see Goal 2).



6 Strategically incorporate prompts into the website for visitors to “take the next step” with Film Palmdale, such as including a web inquiry form, links to City facility reservation pages, hotel websites, FilmLA permit forms, an avenue to apply for City rebates and discounts and other prompts.






7 Encourage visitors to keep up with Film Palmdale by prominently featuring a film news subpage, social media profiles, digital newsletter and other potential channels to follow Film Palmdale activities.






8 Showcase economic impact and film activity data (see Goal 6) on the website to promote Palmdale’s success and celebrate the industry’s community benefits.






ESTABLISH A SOCIAL MEDIA PRESENCE

-  1 Create social media accounts on various platforms targeting regional decision-makers and industry associations.
-  2 Assign a responsible party to manage the accounts and plan a social media calendar.
-  3 Leverage social media to promote Film Palmdale and industry-related activities and events.

AMPLIFY FILM PALMDALE NEWS

-  1 Identify a location on the Film Palmdale website to amplify film news, events, local productions and insights. Tie-in to social media channels and assign staff member to manage.
-  2 Build a template, schedule and roles for a periodic digital newsletter sharing latest news about Film Palmdale.
-  3 Identify technical strategy for distribution and list-management for Film Palmdale news, including a subscription system, email platform, web content, list management and categories.

IDENTIFY OPPORTUNITIES FOR ADVERTISING, SPONSORSHIPS AND STRATEGIC PARTNERSHIPS

-  1 Create and manage paid advertisements for Film Palmdale in select industry publications, directories and digital platforms.
-  2 Sponsor arts, culture and film-related events in the Antelope Valley.
-  3 Establish strategic partnerships with key organizations, such as Antelope Valley College, Visit Palmdale, Film Liaisons in California Statewide, the California Film Institute, FilmLA and LA County, and develop marketing strategies to promote Film Palmdale.








GOAL 2



MAKE FILMING ATTRACTIVE AND EASY

STRATEGIES

PURSUE WAYS TO STREAMLINE PERMIT AND APPROVAL PROCESSES

-  1 Meet regularly with City Film Liaison, Antelope Valley Film Office and FilmLA to discuss strategies to improve overall service to the industry.
-  2 Routinely review film permit fee levels and identify opportunities to reduce costs and streamline processes.
-  3 Leverage available funds to establish a program to offset film costs for small- to medium-sized budgets.
-  4 Identify unique strategies to offset the practical challenges of filming, such as creating a list of “turnkey” locations in the City that have minimal costs and requirements.
-  5 Develop and identify a funding source for a sustained City rebate or grant program aimed at offsetting film costs.

ENSURE KEY FILM INFORMATION IS UP TO DATE AND ACCESSIBLE

-  1 Optimize customer service by developing useful, practical content and graphics that can be posted online. Examples include a map of City and Antelope Valley film locations, a map of available City parking lots, a list of “turnkey” locations, a breakdown of City and State incentives and estimated permit costs.
-  2 Partner with the Antelope Valley Film Office and FilmLA to ensure key film information, including location and crew directories, are up to date, accurate and posted on the Film Palmdale website.



PRODUCE A CREATIVE HANDBOOK FOR FILMING IN PALMDALE



- 1 Create an informative and visually engaging Creative Handbook for filming in Palmdale and update it as needed. Promote the handbook on marketing platforms and distribute to film producers, location managers and commercial production houses.

ASSESS STAFF CAPACITY TO SUPPORT FILM PALMDALE



- 1 Establish and update the organizational chart identifying key roles and responsibilities for Film Palmdale.



- 2 Update the City Film Liaison's roles and responsibilities to best meet the goals and strategies of the Strategic Plan.



- 3 Regularly evaluate staff resources as needed to implement the Strategic Plan and consider adding a full-time Film Palmdale position.



- 4 Consider establishing a Palmdale Film Office to provide more robust service to a growing industry and evaluate future roles for the City Film Liaison and Antelope Valley Film Office.






GOAL 3



INVOLVE THE COMMUNITY

STRATEGIES


CELEBRATE FILM CULTURE IN PALMDALE

-  1 Host regular “Palmdale Movie Nights” emphasizing “Made in the AV” films.
-  2 Hold community roundtables or pop-up events to educate residents about the City’s film history, vision for the future and progress on the Strategic Plan goals and strategies.
-  3 Develop strategies for building community excitement and a volunteer base to support future Film Palmdale events, festivals and functions.

ENCOURAGE COMMUNITY USE OF PALMDALE FILM STAGE

-  1 Organize tours of the Palmdale Film Stage for high school and college students and encourage student use of the facility for course work and filming.
-  2 Establish a “community use” rate for the Palmdale Film Stage that allows discounted access for local nonprofits, businesses and Antelope Valley filmmakers. Incorporate flexibility into the community use program to give professional productions scheduling priority.

CREATE A PALMDALE FILM NETWORK

-  1 Establish a network of local and regional partners to identify opportunities to advance and promote the City of Palmdale’s film-related offerings and encourage community participation in local film activities.



FACILITATE CAREER DEVELOPMENT AND APPRENTICESHIP PROGRAMS



1 Connect with local stakeholders, including high schools and colleges, to promote and discuss available funds in the California Film & TV Tax Credit Program.



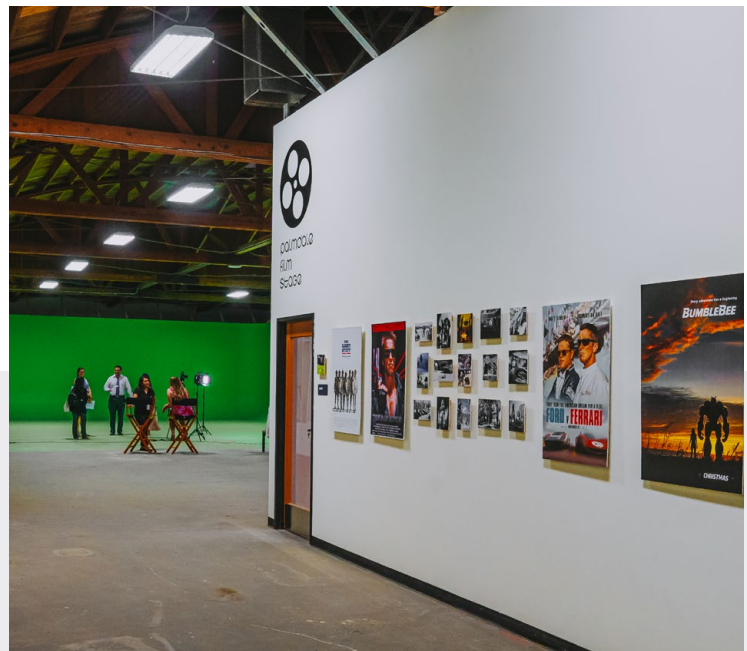
2 Develop and facilitate a plan to promote investment of California Film & TV Tax Credit Program funds in Palmdale. Identify strategies for film producers to invest tax credit program contributions in Antelope Valley high school or college film programs or through on-the-job training opportunities on Palmdale film sets.



3 Explore opportunities to establish film technical training programs, coordinating with Antelope Valley College and industry unions, such as Teamsters and IATSE, and explore facility options to house training programs.



4 Formulate a communications plan aimed at connecting Palmdale residents with available film career development and training opportunities, partnering with film industry unions to facilitate pathways to membership.








GOAL 4




DEVELOP FILM INFRASTRUCTURE AND ASSETS

STRATEGIES

SEEK PUBLIC-PRIVATE PARTNERSHIPS FOR SOUND STAGE DEVELOPMENT

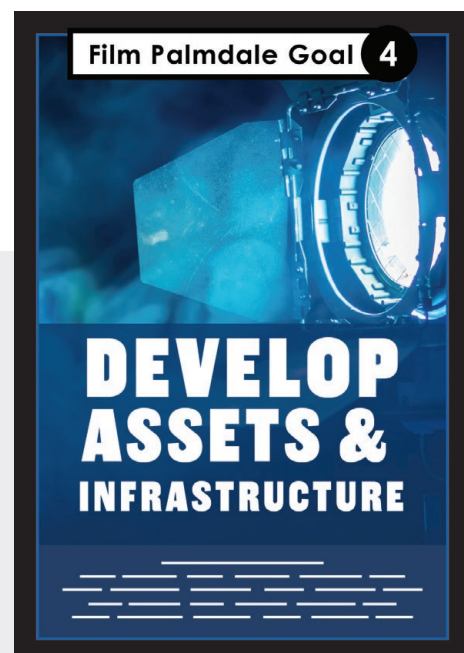
-  1 Create a living spreadsheet of prospective investors, funding sources and properties suited for developing certified sound stages, post-production facilities and supportive infrastructure.
-  2 Identify specific measures, policies and incentives the City can adopt to make Palmdale a more attractive destination for studio development.
-  3 Develop a communications plan for outreach to major film studios, investors and developers focused on the City's interest in bringing a production center to Palmdale.
-  4 Create a strategy for pursuing a City-owned sound stage, which may include a public-private partnership component. Leverage research already completed by the City that identified a future sound stage as an important industry driver.
-  5 Identify the complementary services and infrastructure that should serve a new production hub (i.e., a commercial center with retail and dining, capital improvements such as roads, parks or pedestrian amenities).

OPTIMIZE CITY'S CURRENT FILM ASSETS AND IDENTIFY OPPORTUNITIES TO EXPAND INVENTORY

-  1 Take inventory of current City-owned properties and assets and determine how those currently used as film locations could be better managed and promoted for industry use.
-  2 Develop plans for City properties and assets that are currently underutilized for film purposes, consider gaps in existing services and portfolio of locations and sets.
-  3 Identify private properties that are currently used as film locations or have high potential as film locations and engage property owners about City's interest in acquiring land.

“ If you look at the model that has worked, the model that works is concentrated areas of a lot of service and stage space. If you do a couple standalone [stages] here and there, it doesn't have the impact you want, which is really to create a new production center.”

– Paul Audley, FilmLA President



EXPAND BUSINESS AND PROPERTY OWNER AWARENESS ABOUT OPPORTUNITIES TO RENT LAND AND FACILITIES FOR FILM



1 Host periodic training sessions for local property owners and businesses that offer helpful information on what steps are necessary to make their properties available to the film industry.



2 Produce a “location guide” for local property owners and businesses that details the process to rent facilities for film (i.e., FilmLA permitting, standard film agreements, insurance basics, marketing strategies).

CREATE PARTNERSHIPS TO ADVOCATE AS A REGION FOR FILM INDUSTRY GROWTH



1 Initiate dialogue with the City of Lancaster and County of Los Angeles about forming a partnership centered around a shared interest in developing the film economy in the Antelope Valley.



2 Identify ways the County and State can facilitate film industry growth in both cities and the unincorporated areas of the Antelope Valley, including expanding the Secondary Zone, and start a coordinated advocacy campaign.





GOAL 5

BUILD INDUSTRY NETWORKS

STRATEGIES




INVITE INDUSTRY STAKEHOLDERS TO PALMDALE TO GROW AWARENESS

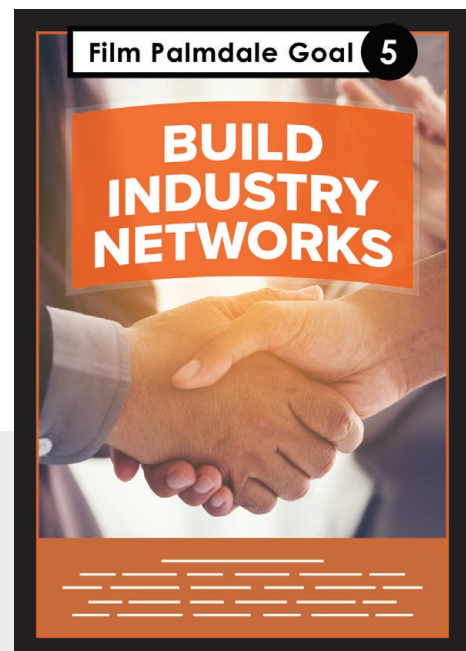
-  1 Maintain a list of key industry contacts, including union leaders, to invite to film events and activities in Palmdale.
-  2 Host at least two “FAM tours” (familiarity tours) per year in Palmdale to increase exposure for location managers and scouts.

HOST FILM FESTIVALS

-  1 Establish a partnership with NewFilmmakers Los Angeles to invite its monthly film festival to the City of Palmdale.
-  2 Engage with the local business community to identify venues and sponsors for a future film festival.
-  3 Host an amateur local film festival showcasing young Antelope Valley filmmakers in high school and college programs.
-  4 Plan and launch an annual Palmdale Film Festival featuring professional, college and high school filmmakers. Partner with Visit Palmdale and other civic groups to organize and promote the festival.

INCREASE PRESENCE AT INDUSTRY EVENTS AND EXPOSITIONS






-  1 Develop a list of key industry events, conferences and expositions.
-  2 Coordinate with FilmLA to attend and speak at industry union events (i.e., Teamsters Local 399).
-  3 Represent Palmdale at key events, conferences and expositions, such as the California on Location Awards and the Location Managers Guild International Awards.



GOAL 6 TRACK PROGRESS

STRATEGY

ESTABLISH METRICS TO TRACK FILM INDUSTRY GROWTH AND REPORT PROGRESS

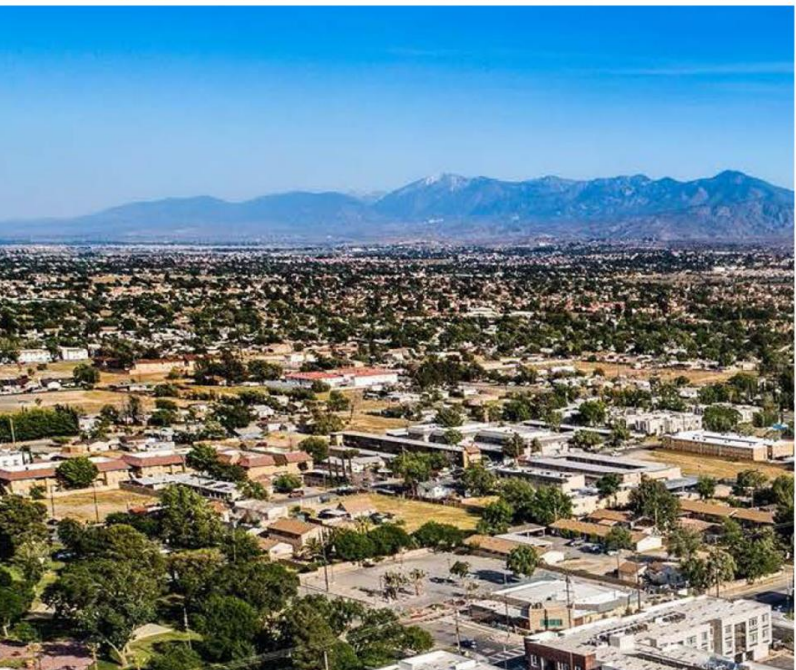
-  1 Establish a mechanism for identifying the best data points to follow industry activity. Determine how the City can best collect the data, when the data should be collected and how it should be maintained. Standardize the process so that the same data points are tracked over time.
-  2 Develop a calculation for determining the economic impact of the film industry in Palmdale and document that routinely as part of data-keeping.
-  3 Produce annual reports on film activity in Palmdale and the City's progress toward implementing the Strategic Plan.
-  4 Work with Visit Palmdale to generate routine data reports on film crew hotel stays in the City.
-  5 Publish annual data reports on Film Palmdale website.





City of Palmdale
38250 Sierra Highway, Palmdale, CA 93550
661-267-5125 • Film@cityofpalmdale.org

FilmPalmdale.com



Strategic Plan for Film Palmdale



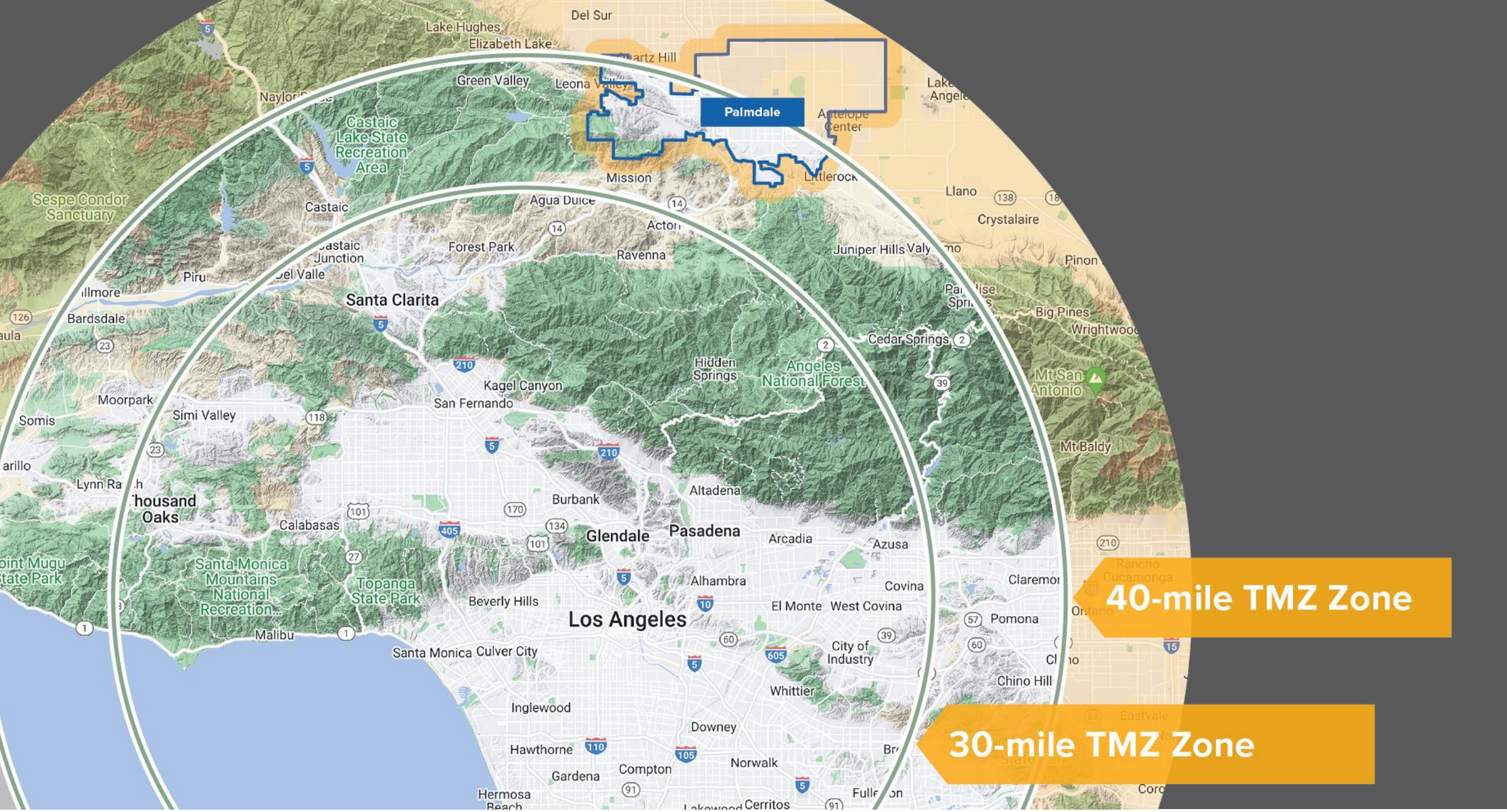
Introduction

10-year plan

6 Key Goals

Strategies and Implementation Actions

Short-Term (1-5 years) and Long-Term (6-10 years)



Palmdale

Santa Clarita

Los Angeles

40-mile TMZ Zone

30-mile TMZ Zone



Quartz Hill

Wilsona Gardens

Lake Los Angeles

Antelope Center

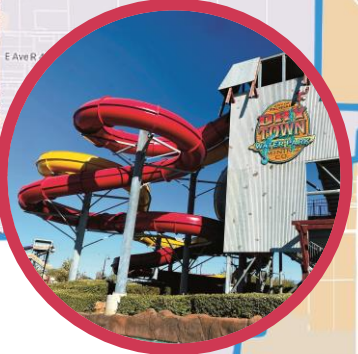
Sun Village

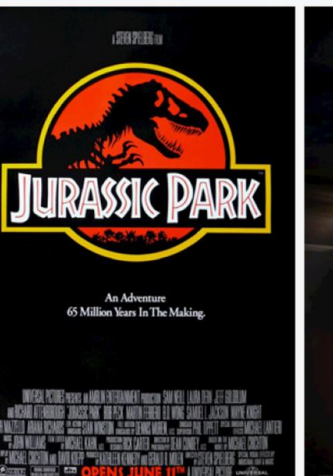
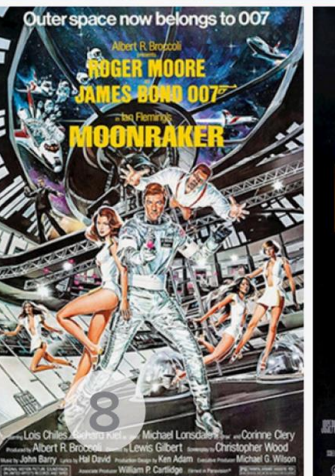
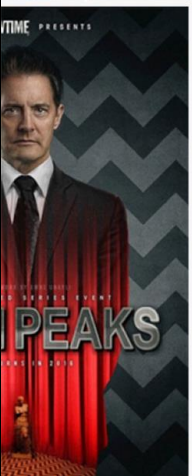
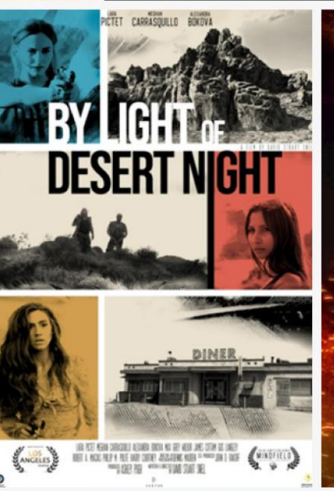
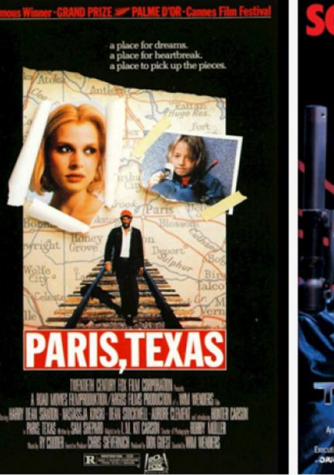
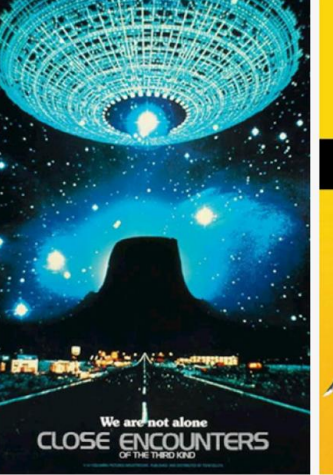
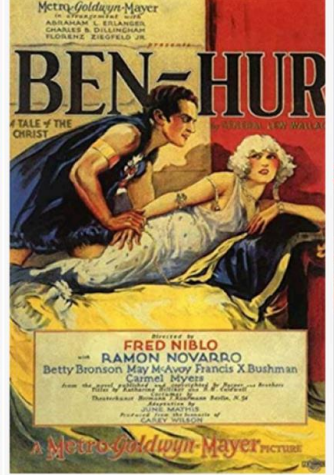
Littlerock

Pearblossom

Palmdale

Highway 14 to Los Angeles







Key Steps Taken



Goals

Film Palmdale Goal 1



**MARKET
FILM
PALMDALE**

Film Palmdale Goal 2



**Make Filming
ATTRACTIVE
& EASY**

Film Palmdale Goal 3



**Involve the
Community**

Film Palmdale Goal 4



**DEVELOP
ASSETS &
INFRASTRUCTURE**

Film Palmdale Goal 5



**BUILD
INDUSTRY
NETWORKS**

Film Palmdale Goal 6



**TRACK
PROGRESS**

Goal 1

- Define the Film Palmdale Brand
- Refresh Film Palmdale Website
- Social media presence
- Film Palmdale News
- Strategic partnerships

Film Palmdale Goal 1

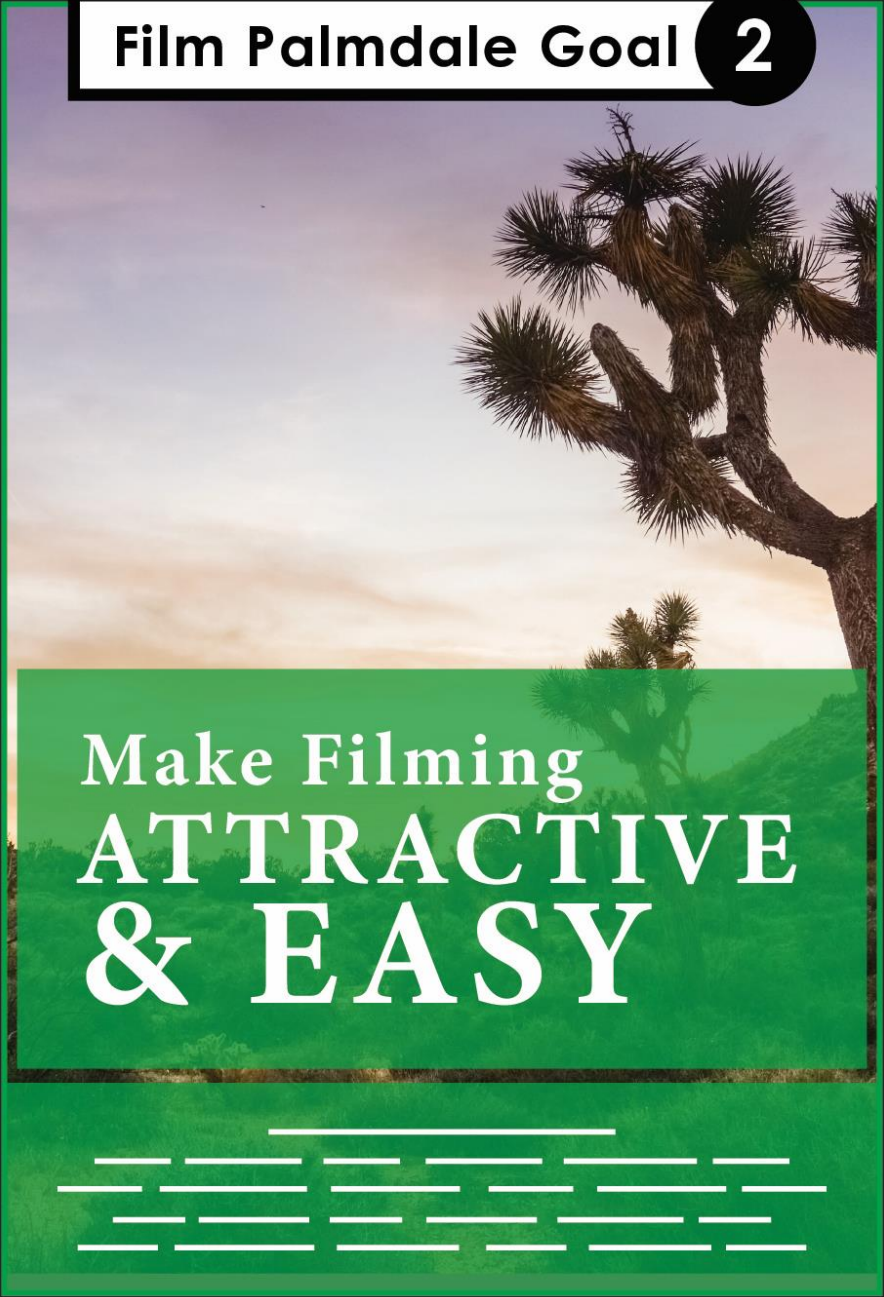


MARKET
FILM
PALMDALE

Goal 2

- Streamline permit/approval process
- Update and highlight key information and services
- Produce creative handbook
- Assess Film Palmdale staff capacity to support growth

Film Palmdale Goal **2**



Make Filming
**ATTRACTIVE
& EASY**

Goal 3

- Celebrate Film Culture in Palmdale
- Encourage community use of Palmdale Film Stage
- Establish network of local and regional partners
- Facilitate career development opportunities

Film Palmdale Goal **3**

*Involve the
Community*



Goal 4

- Advance sound stage/studio development
- Optimize City film assets
- Identify opportunities to expand inventory
- Educate property owners on film opportunities
- Regional partnerships

Film Palmdale Goal 4



**DEVELOP
ASSETS &
INFRASTRUCTURE**



Goal 5

- Invite industry on “familiarity (FAM) tours” of Palmdale
- Attend industry events and expositions
- Host film festivals

Film Palmdale Goal **5**

**BUILD
INDUSTRY
NETWORKS**



Goal 6

- Standardize metrics to measure film activity and growth
- Calculate economic impact for City
- Produce annual reports

Film Palmdale Goal 6

**TRACK
PROGRESS**





Housing Authority Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE CHAIR AND COMMISSIONERS
FROM: NEIGHBORHOOD SERVICES DEPARTMENT
HOUSING DIVISION
DISTRICT: ALL
SUBJECT: APPROVE THE HOUSING AUTHORITY OF THE CITY OF PALMDALE'S 2022-2023 ANNUAL REPORT PURSUANT TO CALIFORNIA HEALTH & SAFETY CODE §34176.1 AND DIRECT STAFF TO POST THE INFORMATION ON THE CITY'S WEBSITE

ISSUE

Approve the Housing Authority of the City of Palmdale's 2022-2023 Annual Report prepared pursuant to California Health & Safety Code §34176.1 and direct staff to post the report on the City's website.

RECOMMENDATION

Staff recommends that the Housing Authority:

1. Approve the Housing Authority of the City of Palmdale's 2022-2023 Annual Report prepared pursuant to California Health & Safety Code §34176.1; and
2. Direct staff to post the information on the City's website.

BACKGROUND

The former Redevelopment Agency of the City of Palmdale was dissolved on February 1, 2012. Pursuant to the Dissolution Act, the City Council of the City of Palmdale adopted Resolution No. CC 2012-003 on January 4, 2012 designating the Housing Authority of the City of Palmdale as the entity responsible for performing the housing functions previously performed by the former Redevelopment Agency and the Commissioners of the Housing Authority adopted Resolution No. HA 2012-001, accepting the designation as the entity that will perform those housing functions.

Senate Bill 341, effective January 2014, and Assembly Bill 1793, effective January 2015, amended California Health and Safety Code 34176 and required specified housing financial and activity information be provided to the Housing Successor's legislative body and posted on its internet website for the previous fiscal year.

DISCUSSION

Staff has prepared the 2022-2023 Housing Asset Fund Annual Report and provides it herewith for the Housing Authority Board's review and consideration.

FISCAL IMPACT

\$0; There is no fiscal impact to the Housing Authority for this item.

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:	Becky Bartlett, Management Analyst II
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, Executive Director
Approved as to form:	William P. Curley, III, Authority Counsel

ATTACHMENTS

1. Housing Authority of the City of Palmdale 2022-2023 Annual Report Pursuant to Health & Safety Code Section §34176.1

Housing Authority of the City of Palmdale



P A L M D A L E
a place to call home

Annual Report

Pursuant to Health & Safety Code Section 34176.1

For the Fiscal Year Ended June 30, 2023

Introduction

California Health & Safety Code §34176.1* requires that each housing successor present to its legislative body and post on its Internet website an annual report that contains the following items for the previous fiscal year:

- The amount deposited to the Low and Moderate Income Housing Asset Fund distinguishing items listed on the Recognized Obligation Payment Schedule from other accounts.
- A statement of the balance in the fund as of the close of the fiscal year, distinguishing any amounts held for items listed on the Recognized Obligation Payment Schedule from other amounts.
- A description of expenditures from the fund by category, including but not limited to, expenditures for:
 - monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering activities funded with the Low and Moderate Income Housing Asset Fund
 - homeless prevention and rapid rehousing services
 - development of affordable housing.
- The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts.
- A description of any transfers made to a contiguous jurisdiction for the purpose of developing transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update of any project for which transferred funds have been or will be expended if that project has not yet been placed in service.
- A description of any project for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project.
- For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16, as amended by Section 34176.1(e). For interests in real property acquired on or after February 1, 2012, a status update on the project.
- A description of any outstanding obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successors plans to meet unmet obligations.
- The housing successor shall include in the report posted on its Internet website the implementation plans of the former redevelopment agency.
- If the housing successor fails to comply with the extremely low income requirement in any five year report, demonstrate progress to comply in the annual report.
- The percentage of units of deed restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units

of deed restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.

- The amount of excess surplus, as defined in Section 34176(d), the amount of time that the housing successor has had excess surplus, and the housing successor's plan for eliminating the excess surplus.
- An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3. This inventory shall include all of the following information:
 - (A) The number of those units.
 - (B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses.
 - (C) Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.
 - (D) Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.

* *All references are to the Health & Safety Code unless otherwise stated*

The following information is presented in accordance with the requirements of Section 34176.1(f):

(1) The amount deposited to the Low and Moderate Income Housing Asset Fund.

The amount deposited to the Low and Moderate Income Housing Asset Fund includes deposits for items on the Recognized Obligations Payment Schedule and funds generated from the housing successor’s assets, including revenues and loan payments. A summary of funds deposited is below:

Description	Amount
Deposits for items on the ROPS	\$250,000
Loan payments	\$1,948,298
All other deposits	<u>\$269,190</u>
Total	<u>\$2,467,488</u>

(2) A statement of the balance in the fund as of the close of the fiscal year.

The balance of the Low and Moderate Income Housing Asset funds is \$13,267,735.

(3) A description of expenditures from the fund by category:

Description	Amount
Expenditures for ROPS items	\$2,118,592
Monitoring and preserving the long-term affordability of units & administration of Low and Moderate Income Housing Asset Fund activities	\$560,255
Homeless prevention and rapid rehousing services.	\$89,789
Development* expenditures	<u>\$627,603</u>
Total	<u>\$3,396,239</u>

*Section 34176.1(a)(3)(D) defines “Development” as “new construction, acquisition and rehabilitation, substantial rehabilitation as defined in Section 33413, the acquisition of long-term affordability covenants on multifamily units as described in Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years as those terms are defined in Section 65863.10 of the Government Code.”

(4) The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts.

Description	Statutory Value
Real Property	\$11,690,283
Loans and Grants Receivable	<u>\$26,715,607</u>
Total	<u>\$38,405,890</u>

(5) A description of any transfers made to a contiguous jurisdiction for the purpose of developing transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing in the previous fiscal year.

None.

(6) A description of any project for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project.

The housing successor is holding \$2,979,524.90 of property tax revenue in an escrow account at US Bank for the Transit Village Townhome Project for Mortgage Assistance Program loans for eligible participants, impact fees, and construction funds. Additional property tax revenue in the Low and Moderate Income Housing Asset Fund is encumbered to satisfy the obligation under a Standard Agreement with the California Department of Housing and Community Development to develop 46 affordable townhomes. Construction of the infrastructure for 122 units has been completed. A parcel map for the project area has been completed and recorded.

(7) For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16, as amended by Section 34176.1. For interests in real property acquired on or after February 1, 2012, a status update on the project.

Acquired before February 1, 2012

<u>Parcel</u>	<u>Date Acquired/DOF Approved</u>	<u>Status</u>
3006-008-906/907/908 293-191120	07/22/2005 10/5/2012	Agreement A-1977 for development of 122 units of owner occupied townhomes
503 East Avenue Q-3 3008-010-020 (906) (293-191160)	07/19/2007 10/5/2012	Held for resale.
3008-010-015(904) (293-191230)	10/15/2004 10/5/2012	Vacant land held for development

Acquired after February 1, 2012

<u>Parcel</u>	<u>Date Acquired</u>	<u>Status</u>
38553 4 th St East (3008-016-902)	10/02/2013	Held for resale.
38627 32 nd Street East (3021-005-900)	08/16/2013	Held for resale
1129 East Avenue R4	04/23/2015	Rehabilitated and held for resale
3008-010-021(907) (293-191243)	04/26/2013	Vacant and held for resale/development
38301 11 th Street East	09/03/2015	Rehabilitation

38272 11 th Street East	09/03/2015	Rehabilitation
38204 11 th Street East	09/03/2015	Rehabilitation
38045 & 38055 10 th Street East	09/03/2015	Rehabilitation
513 East Avenue Q4	11/05/2018	Held for resale
38107 10 th Street East	04/06/2021	Held for resale
APN-3006-006-040	03/20/2023	Held for Resale

(8) A description of any outstanding replacement or production housing obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor’s progress in meeting those obligations, and of the housing successors plans to meet unmet obligations.

No outstanding or unmet obligations.

The housing successor shall include in the report posted on its Internet website the implementation plans of the former redevelopment agency.

The most current implementation plan is posted at <http://www.cityofpalmdale.org/Your-City-Hall/Federal-and-State-Grants>.

(9) If the housing successor fails to comply with the extremely low income requirement in any five year report, demonstrate progress to comply in the annual report.

N/A

(10) The percentage of units of deed restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.

Project	Date completed	Units	Senior or Family
Wright Bros Ct	12/2013	156	Family
Valdez 1012 Q5	7/11/2014	1	Family
Palmdale Dream Center	02/12/2015	11	Transitional/Family
La Quinta Apts	09/03/2015	100	Family
Summerwood Apts	09/03/2015	54	Family
Park Vista Apts	09/03/2015	28	Family
Impressions Apts	09/03/2015	109	Senior
ACT Duplex 513 Q2	07/10/2013	2	Family
Estes 509 Q6	12/10/2015	4	Family
Estes 515 Q6	12/10/2015	4	Family

Project	Date completed	Units	Senior or Family
Courson Arts Colony East	12/14/2016	81	Family
Courson Arts Colony West	05/08/2017	80	Family
38709 Larkin	02/28/2019	4	Family
507 Q4	05/11/2021	4	Family
Total		638	
Senior		109	17% Senior

(11) The amount of excess surplus, the amount of time that the successor agency has had excess surplus, and the housing successor’s plan for eliminating the excess surplus. Section 34176.1(d) defines excess surplus as an unencumbered amount in the account that exceeds the greater of one million dollars or the aggregate amount deposited into the account during the housing successor’s preceding four fiscal years, whichever is greater.

Computation of Low and Moderate Income Housing Asset Funds Excess Surplus

	Low & Moderate Income Housing Asset Funds July 1, 2022
Cash Balance	\$15,933,821
Less Encumbrances	<u>(\$14,747,501)</u>
Unencumbered Amount	\$1,186,320
Limitation = greater of \$1,000,000 or housing successor’s preceding four fiscal years’ deposits (§34176.1(d))	
Deposits in housing successor’s last four fiscal years:	
Fiscal year 2021-2022	\$2,476,629
Fiscal year 2020-2021	\$1,979,776
Fiscal year 2019-2020	\$2,280,022
Fiscal year 2018-2019	\$2,186,951
Total housing successor’s four fiscal years deposits	<u><u>\$8,923,378</u></u>
Base Limitation	<u><u>\$ 1,000,000</u></u>
Limitation - Greater Amount	<u><u>\$8,923,378</u></u>
Computed Excess Surplus [Unencumbered Amount exceeding the Limitation]	<u><u>NONE</u></u>

(12) An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or

to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3. This inventory shall include all of the following information:

- (A) The number of those units.**
- (B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses.**
- (C) Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.**
- (D) Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.**

Number of homeownership units assisted by the former redevelopment agency or the housing successor and subject to covenants or restrictions at 6/30/2023: 131

Number of units lost to portfolio July 1, 2022 through June 30, 2023: 9

Reasons for Losses:

Loans paid: 6

Loans lost to foreclosure or value of property less than loan: 3

Funds received by the Housing Authority:

July 1, 2022 - June 30, 2023: \$103,203

The Housing Authority of the City of Palmdale has not contracted with an outside entity for the management of the units.

**MINUTES
CITY COUNCIL/HOUSING AUTHORITY
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
AUGUST 16, 2023**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

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

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

2) ROLL CALL MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN,
COUNCILMEMBERS BISHOP, LOA, OHLSEN COMMISSIONERS FRAGA- SAENZ,
BETTS

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric
Ohlsen, Christina Fraga-Saenz, Dianne Betts.

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Interim City Attorney Curley requested the addition of a new Item 14.1 D'Angelo vs
City of Palmdale and stated the findings and the need to take immediate action.

Motion: Add item 14.1 regarding D'Angelo vs City of Palmdale case.

Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric
Ohlsen.

4) 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 Austin Bishop.

Vote: Motion carried (7-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric
Ohlsen, Christina Fraga-Saenz, Dianne Betts.

5) PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez commented regarding the future snack bar at the Best of the West Softball Complex; Cesar spoke in favor of Patrick Brophy being appointed to The Palmdale Aerospace Academy; Michael Ross spoke regarding items 7.5 and 7.6; and Jason Zink spoke regarding items 7.2, 7.5, and 7.6.

Mayor Bettencourt closed the Public Hearing.

6) HOUSING AUTHORITY CONSENT CALENDAR

6.1) Review and approve budget adjustments for acquisition of vacant land located along 3rd Street East near Avenue P-12 (APN 3006-006-036).

6.2) Approve the minutes from the previous meetings.

June 7, 2023 - HA Minutes
June 21, 2023 - HA Minutes

Motion: Approve all items listed on the Housing Authority Consent Calendar
Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (7-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen, Christina Fraga-Saenz, Dianne Betts.

7) CONSENT CALENDAR

7.1) Approve Second Amendment to agreement with NBS Government Finance Group (A-7611) to increase the total amount of the Agreement by \$75,250 for a not to exceed amount of \$1,001,380 for the remainder of the term through 2024.

7.2) Approve Second Amendment to Legal Services Agreement with Bradley, Gmelich & Wellerstein, LLP (A-7819) to increase the total amount of the Agreement by an additional \$240,000 not to exceed the sum of \$990,000.

7.3) Approve service agreement for a digital divide study with Nutter Consulting in the amount of \$140,000 for a term of six (6) months.

7.4) Award Agreement with MNS Engineers, Inc. for Construction Management and Inspection Services Associated with PN795, Sam Yellen Park Phase 2, in the amount of \$535,568 for a term of 16 months from the date of Notice to Proceed.

7.5) Approve Grant Agreement A-8464 with Advancing Communities Together for \$781,820 for development of 20-units of crisis interim housing, for a ten-year term, to be located at 38629 9th Street East, Palmdale.

Housing Coordinator Nichols provided a detailed overview of Item 7.4.

Council asked questions regarding the tiny home community's funding source, project location, and maximum capacity. Housing Coordinator Nichols responded.

Rossie and Olivia Cherry, Advancing Communities Together, spoke regarding developing properties, workforce development, serving the unhoused in the community, and a safety plan.

Discussion ensued regarding competitive proposals, access for City of Palmdale referrals, operational costs, and funding sources.

Motion: Approve Grant Agreement A-8464 (7.5) and A-8465 (7.6) with Advancing Communities Together.

Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen.

- 7.6) Approve Grant Agreement A-8465 with Advancing Communities Together for \$390,220 for facility improvements and site preparation for a Winter Shelter to be located at 38626 9th Street East, Palmdale.
- 7.7) Adopt Resolution No. CC 2023-050, a Resolution of the City Council of the City of Palmdale establishing a new full-time position and amending the City's Classification and Pay Plan for General Positions.
- 7.8) Adopt Resolution No. CC 2023-048, a Resolution of the City Council of the City of Palmdale, authorizing the submission of the application for the 2023 Local Edward Byrne Memorial Justice Grant (JAG) Program to receive Grant allocation of \$54,869.
- 7.9) Approve the minutes from the previous meeting. July 12, 2023 - CC/SA Minutes July 19, 2023 - CC Minutes

Motion: Approve all items listed on the Consent Calendar except 7.5 and 7.6.

Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen.

8) APPOINTMENT

- 8.1) City Council nomination and appointment of one (1) member to The Palmdale Aerospace Academy Board of Directors.

Mr. Brophy provided his background and experience.

Motion: Appoint Patrick Brophy to The Palmdale Aerospace Academy Board of Directors.

Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen.

9) PUBLIC HEARING

- 9.1) Introduction and Adoption of Ordinance No. 1613, an Ordinance of the City Council of the City of Palmdale approving Zoning Ordinance Amendment 23-001 and Zone Change 23-001, a request to modify Title 17 of the Palmdale Municipal Code to address inconsistencies correct typographical errors, update the associated Zoning Map and find that the Amendment is consistent with Program Environmental Impact Report (PEIR) 22-002 prepared and certified in conjunction with City's General Plan (Palmdale2045).

Mayor Bettencourt read the title of Ordinance No. 1613.

Associate Planner Almora provided a brief PowerPoint on this project.

Mayor Bettencourt called for Public Comments.

Public Comment: Jason Zink

Mayor Bettencourt closed the Public Comments.

Motion: Introduce and Adopt Ordinance No. 1613

Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen.

- 9.2) Introduction and Adoption of Ordinance No. 1614, an Ordinance of the City Council of the City of Palmdale, a request to amend various sections of the Palmdale Municipal Code to address inconsistencies, correct typographical errors and references and finding that the Amendment is consistent with Program Environmental Impact Report 20-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).

Planning Manager Magana read the title of Ordinance No. 1614 and presented a PowerPoint on the this item.

Public Comment: Jason Zink

Mayor Bettencourt closed the Public Comments.

Motion: Introduce and Adopt Ordinance No. 1614

Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen.

- 9.3) Introduction and Adoption of Ordinance No. 1611, an Ordinance of the City Council of the City of Palmdale, Amending Section 2.08.010 of the Palmdale Municipal Code to establish the process to annually designate the mayor and selecting the mayor pro tem.

Mayor Bettencourt read the title of Ordinance No. 1611.

Interim City Attorney Curley presented a detailed overview of this item.

There was Council discussion regarding a Councilmember declining their rotational position as mayor, and a rotational option for mayor pro tem.

Mayor Bettencourt called for Public Comments.

The following individuals provided public input: Jason Zink, Marcos Alvarez, Vicky Ventura, Felix Menendez, Marsha Furman, Xavier Flores, citizen (no name provided), and Bertha De Alegria

Mayor Bettencourt closed the Public Comments.

Council discussion ensued regarding the redistricting process, rotational systems, and the California Voters Rights Act.

Councilmember Ohlsen requested that staff research and report back to the Council on the process and feasibility of bringing back the directly elected mayor.

Councilmember Ohlsen suggested adding two provisions: 1) A Councilmember can deny the rotational position as mayor and 2) The mayor pro tem shall serve with the same provisions as mayor that they cannot be represented twice within a full rotation.

There was further discussion among the Council regarding amendments to the ordinance. Interim City Attorney Curley restated the changes suggested by Council. Discussion ensued regarding election reform.

Council suggested creating a public survey to receive feedback from the community after the legal analysis is completed.

Council provided direction to City Manager Perez to receive a legal analysis of a rotational mayor versus and at-large mayor and a strong mayor versus a ceremonial mayor.

Motion: Introduce and Adopt Ordinance No. 1611 with the amendments articulated by Interim City Attorney Curley from the dais.

Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen.

10) NEW BUSINESS

10.1) Presentation update for the Community Programs Division.

Community Programs Coordinator Morales gave a detailed PowerPoint on the resources and services offered through SAVES and introduced the community partners.

Discussion ensued regarding the timeframe for the relocation of SAVES and the different programs offered at SAVES.

Council thanked staff and the community partners.

Mayor Bettencourt called for Public Comments.

Public Comment: Jason Zink spoke regarding signage and grants.

Mayor Bettencourt closed the Public Comments.

10.2) Consideration and adoption of City Council Rules and Regulations; recommendation to adopt Resolution No. CC 2023-052, a Resolution establishing a Code of Conduct for City Council Members and Officials and establishing rules for conducting City Council Meetings.

Mayor Bettencourt requested that the item be postponed.

Discussion ensued regarding designating an Ad Hoc Committee and revisions to the code of conduct.

Motion: Continue Item 10.2

Moved by Laura Bettencourt, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen.

10.3) Letter of Support protecting U.S. Manufacturing Jobs, Community Investments, and Promoting Innovative Workforce and Community Partnerships.

Mayor Pro Tem Alarcón recused herself from this item stating a conflict of interest.

Councilmember Bishop recused himself from this item stating he has done business with BYD in the past.

Economic and Community Development Director Garibay provided Council with the background on this item.

Mayor Bettencourt called for Public Comments.

The following individuals provided public comments: Jason Zink; Eugene

Hernandez, and Marcos Alvarez.

Mayor Bettencourt closed the Public Comments.

Discussion ensued regarding saving local jobs.

Motion: Approve Letter of Support protecting U.S. Manufacturing Jobs, Community Investments and Promoting Innovative Workforce and Community Partnerships

Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (3-0)

Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen.

Mayor Pro Tem Alarcon and Councilmember Bishop returned to the dais.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Jason Zink commented regarding grant leveraging, agenda presentations, and support for seniors; David Harris spoke regarding grants, Waste Management, and thanked Parks and Recreation for allowing their day camp to operate at Domenic Massari Park; Bertha De Alegria commented in support of SAVES; citizen (no name provided) discussed appointment of mayor and mayor pro tem; Eugene Hernandez commented regarding the Sheriff's Department; and Marcos Alvarez spoke regarding help for troubled youth and challenges faced in the Antelope Valley.

Mayor Bettencourt commented regarding challenges experienced in the North County when trying to get help for mental health issues.

Mayor Pro Tem Alarcón provided the 988 crisis line for suicide prevention.

Discussion ensued regarding the 988 crisis line, contacting 911 for the Mental Evaluation Team; fentanyl poisoning report, and mental health.

Citizen (no name provided) discussed the council rules of conduct.

12) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS

Councilmember Ohlsen reiterated his request for the creation of a Criminal Justice Commission.

Mayor Pro Tem Alarcón announced the Antelope Valley Air Quality Management District (AVAQMD) approved funding for 12 electric vehicle charging stations at McAdams Park and electric vehicle charging stations at the Auto Mall; and applications are being accepted from Junior High and High School students for the Mayor Pro Tem for the Day Program.

Discussion ensued regarding a future leaders program and mock city council meetings.

13) CITY MANAGER’S REPORT

City Manager Perez reported on the following: Tequila & Taco Festival; Family Movie Night August 18th; Summer Concert Series August 19th; Palmdale Partners Academy; Installation of flashing beacon at Summerwind Elementary to increase safety; Letter of Support was sent to advocate for additional SNAP benefits; held outreach meetings surrounding unhoused population in March, April, and May; Small Business Grant Program; and celebration of the City's 61st birthday on August 24th.

Mayor Pro Tem Alarcón stated the non-profit organization training boot camp was amazing.

14) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Curley confirmed the Closed Session items.

14.1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Donald D'Angelo v. County of Los Angeles, et al
Los Angeles County Superior Court Case No. 21AVC00441

14.2) PUBLIC EMPLOYMENT

Title: City Attorney

15) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney Curley announced there were no reportable actions.

16) ADJOURNMENT

Mayor Bettencourt adjourned the meeting in honor of the victims in Lahaina, Maui to September 6, 2023, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

APPROVED, PASSED, and ADOPTED this 6th day of December 2023.

Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk

**MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
SEPTEMBER 6, 2023**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bettencourt called the meeting to order at 5:00 pm.

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

2) ROLL CALL MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN, COUNCILMEMBERS BISHOP, LOA, OHLSEN COMMISSIONERS FRAGA- SAENZ, BETTS

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4) PRESENTATIONS

4.1) Mayor Bettencourt presented a Proclamation to Jacqueline Fontana, You Are Enough Foundation, declaring September as Suicide Prevention Awareness Month in the City of Palmdale.

4.2) Mayor Bettencourt presented Certificates of Recognition to the Quartz Hill Fury girls' soccer team for winning the 11U Girls Extra championship at the 2023 AYSO National Games.

4.3) Mayor Bettencourt, Congressman Garcia's Office, Assemblyman Lackey's Office, Assemblyman Carrillo's Office, and Kathryn Barger's Office made presentations to Mike Miller in honor of his retirement from the City of Palmdale.

5) 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 Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

6) PUBLIC COMMENT RULES

7) PUBLIC COMMENTS:

None.

Mayor Bettencourt closed the Public Comments.

8) HOUSING CONSENT CALENDAR

- 8.1) Approval of the Housing Authority of The City of Palmdale's Annual Report prepared and submitted per the Health and Safety Code Section 34328 and 34328.1 and authorize the Executive Director or their designee to submit the report to the State of California Department of Housing and Community Development (HCD).

Management Analyst II Bartlett provided a brief overview of the item.

Mayor Pro Tem Alarcón commended staff for their hard work.

Motion: Approve all items as listed on the Housing Authority Consent Calendar Moved by Andrea Alarcón, seconded by Christina Fraga-Saenz.

Vote: Motion carried (7-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

9) CONSENT CALENDAR

- 9.1) Receive and file the Monthly Investment Activity Reports for July 2023.

- 9.2) Approval of the City Council's Discretionary Funds Policy and Procedures.

Mayor Pro Tem Alarcón pulled this item for discussion.

City Council Chief of Staff Zayas presented the staff report.

Discussion ensued regarding a dedicated email address for funding requests, utilization of funds by Councilmembers to support community events, and flexibility in using the discretionary funds. City Manager Perez and Interim City Attorney Curley provided clarification on the use of discretionary funds.

There was Council consensus to bring this item back at a later date.

- 9.3) Approve Third Amendment with Universal Electronic Alarms, Inc. to increase contract price by \$90,000 in an amount not to exceed \$190,000, for the remainder of the term through June 2024.

- 9.4) Approve Second Amendment with NBS Government Finance Group to increase the total amount of the agreement by \$78,000 for an amount not to exceed \$208,000 and extend the agreement through March 2025.

- 9.5) Approve Lease Agreement with the American Legion, Post 348, for a City-owned building located at 1002 East Avenue Q-12, Palmdale, CA 93550.

Mayor Pro Tem Alarcón pulled this item for discussion.

Economic and Community Development Director Garibay provided a brief overview of the item.

Ralph Velador, Vice Commander of the Palmdale American Legion Post 348, spoke regarding the organization and the services provided to the community.

Councilmember Loa requested that City Manager Perez and Economic and Community Development Garibay find a location for the American Legion to occupy until they take up residence at 1002 East Avenue Q-12.

Mayor Pro Tem Alarcón requested an amendment to Paragraph 4 regarding the lease rate. Discussion ensued.

Motion: Approve Lease Agreement with the American Legion, Post 348, for a City-owned building located at 1002 East Avenue Q-12, Palmdale, CA 93550 with amendment to lease rate.

Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 9.6) Approve Energy for Palmdale's Independent Choice (EPIC) 2022 Power Content Label and Attestation.
Public Works

Motion: Approve all items as listed on the Consent Calendar except Items 9.2 and 9.5.

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

10) PUBLIC HEARING

- 10.1) Public Hearing to receive feedback on the Draft Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2022-2023; review and approve the 2022-2023 CAPER; and authorize the City Manager or their designee to make necessary changes and submit the CAPER report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2023 in compliance with HUD Regulations

Management Analyst II Bartlett presented the staff report.

There were Council questions regarding the services for the unhoused, use and carryover of unused funds, and public outreach. Neighborhood Services

Director Reyes provided clarification on the available programs and the allocation of grant funds.

Public Comment: Jason Zink spoke regarding the support of seniors and disabled veterans.

Mayor Bettencourt closed the Public Comments.

Motion: Approve the findings as listed on the staff report.
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

11) NEW BUSINESS

11.1) Presentation on Los Angeles Homeless Services Authority Homeless Count.

Heather Varden, Community Relations Coordinator of LAHSA, provided a detailed PowerPoint on the 2023 Greater Los Angeles Homeless Count.

Discussion ensued regarding the homeless count for Palmdale, response time for the Los Angeles County Homeless Outreach Portal, outreach to the unhoused in remote areas, migration study and funding of communities, mental health and safety, and a domestic violence shelter.

Council thanked Ms. Varden for her service.

12) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public comments: Todd Davis, Toys for Tots, thanked Council for locating a facility for their organization; Bryant Kline updated Council regarding the Amazon strike; Breela spoke in support of Toys for Tots; Pastor Duncan commented in support of Toys for Tots and the unhoused; Gigi Speaks encouraged individuals to attend Gracefest and spoke regarding outreach to the homeless; Selina Baraza, Palmdale Food Park, commented in support of food truck vendors; Luis Navarro, Trinity Harvest Food Bank, spoke regarding recognition of Hispanic Heritage Month; Jason Zink commented regarding digital signs, City website, and the creation of a HUD district in the Antelope Valley; citizen (no name provided) spoke regarding the rotational mayor; Marsha commented regarding the unhoused, outreach programs, human trafficking, and safety; Marcos Alavarez, Roger Soderstedt, and citizen (no name provided) spoke regarding the unhoused and providing a solution; citizen (no name provided) spoke regarding the unhoused and providing solutions, and the City's code of conduct for Councilmembers; and Jesus Gutierrez commented regarding corporations paying reasonable wages.

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

13.1) Council Reports on Committee Memberships and Meetings Attended at Public Expense.

Council reports were posted with the agenda.

14) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS FOR NEW AGENDA ITEMS

Mayor Pro Tem Alarcón reported the following: Metrolink announced they will increase the service lines in the Antelope Valley in October starting as early as 4:00 am and returning as late as 11 pm; stated September is Childhood Cancer Awareness month and requested a formal proclamation to commemorate; and announced that she would be hosting an event at a local salon donating ten inches of her hair to Locks of Love.

Mayor Bettencourt expressed the importance of cancer patients having hair and thanked Mayor Pro Tem Alarcón for donating her hair to Locks of Love.

15) CITY MANAGER'S REPORT

City Manager Perez reported on the following: 9th Annual Generations Art Contest; Palmdale Partners Academy; Gracefest to be held on September 8th and 9th; Kiwanis Duck Race to be held on September 8th @ DryTown; Fallen Heroes Memorial Remembrance Ceremony to be held at the mall on Monday September 11th @ 9am; AV Fair and Alfalfa Festival to be held September 22nd through October 1st; Movie Nights at the Amphitheatre for Halloween; the City received the Earl F Sayre Excellence in Safety Award; and grand openings of Xevichez, Handel's, Farmer's Insurance, Hair by Mariam, and Jersey Mike Subs.

16) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Curley confirmed the Closed Session items.

16.1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Vacant land located at the Northeast quadrant of the Antelope Valley (State Route 14) Freeway and West Palmdale Boulevard (APN 3008- 041-001, 002, 003, 004, 005, 007, 008, 009, 010).

City Negotiator: Ronda Perez, City Manager and Michael Miller, Assistant City Manager
Negotiating Parties: Royal and Aframian, LLC; Royal Investors Group, LLC; 26 Maple, LLC; JAZ Investment Corporation; and K Land Associates.

Under Negotiation: Price and terms of payment

16.2) CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property Address: Vacant land VIC of Avenue O and Sierra Highway (APN 3006-003-036; 3006-003-036; 3006-003-040; 3006-003-044)

City Negotiator: Luis Garibay, Director of Economic & Community Development

Negotiating parties: Sierra Gateway Resolution, LLC

Under negotiation: Price and terms

17) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 8:14 pm - 8:58 pm

Interim City Attorney announced there were two properly agendized items, the Council was updated, provided direction to staff, and there was no reportable action.

Mayor Bettencourt announced that the State of the City would be held on September 13, 2023 at 11am, and tickets are available for purchase.

18) ADJOURN

Mayor Bettencourt adjourned the meeting at 9:00 pm to October 4, 2023 at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 6th day of December 2023.

Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk

**MINUTES
CITY COUNCIL/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
NOVEMBER 15, 2023**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

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

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

2) ROLL CALL MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN,
COUNCILMEMBERS BISHOP, LOA, OHLSEN COMMISSIONERS FRAGA-
SAENZ, BETTS

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4) PRESENTATION

4.1) Mayor Bettencourt declared Saturday, November 25th, 2023 as Small Business Saturday.

Mayor Bettencourt pulled Item 7.6, renaming of Avenue Q6 to Hammack Avenue, and postponed it to the December 6, 2023 meeting.

5) PUBLIC COMMENTS:

None.

Mayor Bettencourt closed the public comments.

6) HOUSING AUTHORITY CONSENT CALENDAR

Mayor Pro Tem Alarcón pulled Items 6.2 and 6.3 for discussion.

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

6.2) Approve ongoing contractor service agreements with M. Brey Electric, Inc. dba MBE Construction (A-8566), Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd. (A-8558), and Nash Construction Services, Inc. (A-

8565) for \$200,000 each for two years with option for one additional year. Director of Neighborhood Service Reyes presented the staff report.

Mayor Pro Tem Alarcón asked for an overview of the request for quote (RFQ) process. Director of Neighborhood Services Reyes explained the process.

Mayor Pro Tem Alarcón discussed the rate schedules, integrity of bids, and local contractors.

Discussion ensued regarding outreach, prioritizing local contractors, and the procurement policy.

Motion: Approve ongoing contractor service agreements with M. Brey Electric, Inc. dba MBE Construction, Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd., and Nash Construction Services, Inc. for \$200,000. Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (6-1)

Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

No: Andrea Alarcón.

- 6.3) Adopt Resolution No. HA 2023-004, a Resolution of the Housing Authority of the City of Palmdale approving the sale of 38553 4th Street East, APN 3008-016-902 at the appraised value to an eligible household, and to provide a loan from proceeds or Permanent Local Housing Allocation funds (PLHA) to meet affordability requirements.

Senior Housing Coordinator Nichols presented the staff report.

Mayor Pro Tem Alarcón asked if the eligible household was identified and requested a minor change to the resolution. Senior Housing Coordinator Nichols explained the process and stated the change would be made to the resolution.

Motion: Adopt Resolution No. HA 2023-004 as amended. Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (7-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

Motion: Approve all items listed under the Housing Authority Consent Calendar except 6.2 and 6.3.

Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (7-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

Mayor Bettencourt adjourned the Housing Authority at 5:35 pm.

7) CONSENT CALENDAR

Mayor Pro Tem Alarcón pulled Items 7.1, 7.2, 7.3, 7.4, and 7.5.

- 7.1) Adopt Resolution No. CC 2023-075, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for General Positions; Adopt Resolution No. CC 2023-076, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for Bargaining Unit Positions; and Adopt Resolution No. CC 2023-037, a Resolution of the City Council of the City of Palmdale Establishing Director/Executive Employees' Compensation, Benefits, and Other Terms and Conditions of Employment.

Director of Operations Samson provided a detailed overview of this item.

Mayor Pro Tem Alarcón asked for the breakdown of the fiscal impact. Director of Operations stated the fiscal impact is related to the new positions.

Mayor Bettencourt asked if the fiscal impact was a one-time-only cost or an ongoing annual cost. Director of Operations stated it is an annual cost.

Councilmember Loa discussed the salary analysis for the Senior Civil Engineer position and stated it showed that the City of Palmdale pays 15-20% lower than surrounding agencies. Director of Operations confirmed that he was correct.

Motion: Adopt Resolution No. CC 2023-075, Adopt Resolution No. CC 2023-076, and Adopt Resolution No. CC 2023-037.

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 7.2) Adopt Resolution No. CC 2023-067, a Resolution of the City Council of the City of Palmdale approving the Palmdale Aerospace Incentive Program.

Economic Development Manager Schuler presented the staff report and discussed the eligibility requirements.

Discussion ensued regarding job creation, capital investment, increase of funding, and criteria.

Motion: Adopt Resolution No. CC 2023-067

Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 7.3) Notice of Completion - Accept Public Improvements for Circle K at 3851 East Palmdale Blvd.

Mayor Pro Tem Alarcón moved to reconsider this item, Mayor Bettencourt seconded the motion. There was Council consensus.

Director of Public Works Glidden provided details on this item.

Discussion ensued regarding the location of the project, type of improvements, acceptance of improvements, and maintenance service agreements with Caltrans.

Director of Public Works Glidden stated she would discuss their concerns with City Engineer Padilla.

Motion: Table item to a future meeting.

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 7.4) Approve ongoing contractor service agreements with M. Brey Electric, Inc. dba MBE Construction, Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd., and Nash Construction Services, Inc. for \$200,000 each for two years.

Director of Public Works Glidden provided a brief overview of this item and discussed outreach to local general contractors.

Discussion ensued regarding outreach to local bidders, registration with the California Department of Industrial Relations, insurance and liability costs, and the community workforce agreement.

Mayor Pro Tem Alarcón discussed the scope of work and renewed her support for investing in local contractors.

Mayor Pro Tem Alarcón made a motion to send this item back to the City team to have them bundle the contract scope of work so that it can fall under the Community Workforce Agreement (CWA) so that they can guarantee that the contractors meet the thirty percent threshold to provide local jobs to veterans, women, apprentices, and disadvantaged workers. The motion died for lack of a second.

Motion: Approve ongoing contractor service agreements with M. Brey Electric, Inc. dba MBE Construction, Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd., and Nash Construction Services, Inc.

Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (4-1)

Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Richard J. Loa.

No: Andrea Alarcón.

- 7.5) Approve agreement with Southern California Edison (SCE) for participation in the Small Site Rebate Program for the purchase and installation of three Electrical Vehicle (EV) Charging Stations at the Palmdale City Library.

Innovation and Environmental Manager Lucha provided a detailed overview of this item.

Discussion ensued regarding the library charging stations, rebates, costs of maintenance, and infrastructure costs.

Motion: Approve agreement with Southern California Edison (SCE) for participation in the Small Site Rebate Program for the purchase and installation of three Electrical Vehicle (EV) Charging Stations at the Palmdale City Library. Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 7.6) Consideration and adoption of Resolution No. CC 2023-059, a Resolution of the City Council of the City of Palmdale approving the renaming of Avenue Q-6 to Hammack Avenue (Avenue Q-6) between Sierra Highway to 10th Street East.

Mayor Bettencourt postponed this item to the December 6, 2023 meeting.

- 7.7) Approve the minutes from the previous meetings.

CC - November 1, 2023

Motion: Approve all items listed under the Consent Calendar except 7.1, 7.2, 7.3, 7.4, 7.5

Moved by Laura Bettencourt, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

8) APPOINTMENT

- 8.1) City Council Nomination and Appointment of one (1) Member to the Palmdale Tourism Improvement District Board.

Motion: Appoint Sandra Stapleton to the Palmdale Tourism Improvement District Board.

Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

Ms. Stapleton provided her background and experience.

9) PUBLIC HEARING

9.1) Introduction and Adoption of Ordinance No. 1612, an Ordinance of the City Council of the City of Palmdale approving various amendments to the Palmdale Municipal Code.

Mayor Bettencourt read the title of Ordinance No. 1612.

Planning Manager Magana displayed a PowerPoint and provided a brief overview of this item.

There was Council and staff discussion regarding typographical errors and the postponement of this item.

Motion: Table this item to the December 6, 2023 meeting.

Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

9.2) Introduction and adoption of Ordinance No. 1615, an Ordinance of the City Council of the City of Palmdale approving amendments to Title 12 of the Palmdale Municipal Code (PMC); and Adopt Resolution No. CC 2023-078, a Resolution of the City Council of the City of Palmdale approving adoption of updated administrative fine amounts for building and safety violations and adoption of fines and plan processing and redemption fees associated with shopping cart enforcement and elimination of certain business permit fees.

Mayor Bettencourt read the title of Ordinance No. 1615 and Resolution No. CC 2023-078.

Planning Manager Magana displayed a PowerPoint and provided a detailed overview of this item.

There was Council and staff discussion regarding shopping cart compliance, the option for immediate removal of a shopping cart, and protocol for removing carts.

Mayor Bettencourt suggested that the wording should be changed to empty carts.

Mayor Pro Tem Alarcón asked for a provision that states, "If there is a person accompanying the cart, allow the individual to remove their belongings."

Community Compliance Manager Vallarta spoke about the options that are offered to the person found with the cart.

Mayor Pro Tem Alarcón stepped away from the dais at 7:04 p.m., and returned at 7:16 p.m.

Discussion ensued regarding cart locking mechanisms for big box retailers, abandoned carts, and City protocol.

Mayor Bettencourt called for a recess at 7:06 p.m. - 7:16 p.m.

Mayor Bettencourt called for Public Comments.

Public Comments: Ruth Sanchez spoke regarding the unhoused population and abandoned carts.

Mayor Bettencourt closed the Public Comments

Motion: Introduce and adopt Ordinance No. 1615 and Adopt Resolution No. CC 2023-078 as amended by Council from the dais

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

Abstain: Richard J. Loa.

Councilmember Loa stated the reason for abstaining.

- 9.3) Introduction and adoption of Ordinance No. 1617, an Ordinance of the City Council of the City of Palmdale approving Planned Development 23-001; a request to modify the development standards specified within the Palmdale Municipal Code for a proposed project within the Mixed Use 1 (MU 1) zone.

Mayor Bettencourt read the title of Ordinance No. 1617.

Assistant Planner Stachnick displayed a PowerPoint and provided a brief overview of the project.

There was Council discussion regarding the safety and fencing of the facility and support of the project.

Mayor Bettencourt called for Public Comments.

Public Comments: None.

Motion: Introduce and adopt Ordinance No. 1617

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 9.4) Adopt Resolution No. CC 2023-068, a Resolution of the City Council of the City of Palmdale calling special election regarding alteration of Rate and

Method of Apportionment of Special Taxes for the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch); Adopt Resolution No. CC 2023-069, a Resolution of the City Council of the City of Palmdale declaring results of special alteration election in the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch), determining that alteration of the Rate and Method of Apportionment of Special Taxes for the District is lawfully authorized, and directing recording of an amendment to the Amended and Restated Notice of Special Tax Lien for the District.

Mayor Bettencourt read the title of Resolution Nos. CC 2023-068 and CC 2023-069.

Director of Operations Samson provided the background for this item.

Mayor Bettencourt opened the Public Hearing.

Public Comments: None.

Mayor Bettencourt closed the Public Hearing.

Motion: Adopt Resolution No. CC 2023-068

Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

Mayor Bettencourt requested that the ballot be opened. Acting City Clerk Scott opened the ballot and stated it was voted "Yes."

Motion: Adopt Resolution No. CC 2023-069

Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 9.5) Adopt Resolution No. CC 2023-070, a Resolution of the City Council of the City of Palmdale of Annexation of territory to the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch), authorizing the levy of a special tax therein and submitting the levy of special tax to the qualified elector of the District; Adopt Resolution No. CC 2023-071, a Resolution of the City Council of the City of Palmdale declaring results of special annexation election, determining the validity of prior proceedings, and directing recording of amendment to Notice of Special Tax Lien - City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch).

Director of Operations Samson stated the background for this item is the same as item 9.4.

Mayor Bettencourt opened the Public Hearing.

Public Comments: None.

Mayor Bettencourt closed the Public Hearing.

Mayor Bettencourt read the title of Resolution No. CC 2023-070 and CC 2023-071.

Motion: Adopt Resolution No. CC 2023-070
Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

Mayor Bettencourt asked the Acting City Clerk Scott to open the ballot. Acting City Clerk Scott stated the ballot measure was voted "Yes."

Motion: Adopt Resolution No. CC 2023-071
Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

10) NEW BUSINESS

- 10.1) Approve Purchase and Sale Agreement with RDR Development Holdings LLC to acquire 652 acres of land for \$10,800,000. (APNs: 3206-007-001; 3206-007-002; 3205-002-051; 3205-002-053; 3205-002-028; 3206-025-001 (portion); 3206-006-008 (portion); and 3206-006-028 (portion) located in vicinity of Vineyard Lane and Elizabeth Lake Road.

Economic and Community Development Director Garibay provided a detailed overview of this item.

Discussion ensued regarding a cost estimate for the infrastructure improvements.

Motion: Approve Purchase and Sale Agreement with RDR Development Holdings LLC to acquire 652 acres of land for \$10,800,000.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

A representative from RDR Development Holdings LLC discussed the Ritter Ranch project. Council thanked RDR Development Holdings LLC for the development.

- 10.2) Approve execution of agreements related to Palmdale Solar and Battery Residential Program.

Innovation and Environmental Manager Lucha provided a brief overview of the program and introduced a representative from CalChoice. The representative further explained the program.

There was discussion among Council and CalChoice regarding the technology, lease process, financial flexibility, storage, and local jobs.

Motion: Approve execution of agreements related to Palmdale Solar and Battery Residential Program.

Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

11) NON-AGENDA PUBLIC COMMENTS:

Councilmember Ohlsen requested that the children be allowed to speak first.

The following individuals expressed concerns regarding lighting, safety, and restrooms at Domenic Massari Park: Mr. Revell Walker; Lavardo, PYSO; Matthew Casas; Carina Lopez; Citizen (no name); Carlos Lopez; and Citizen (no name).

Mayor Bettencourt closed the Public Comments on the soccer league item. City Manager Perez stated the City is working towards a solution.

There was Council discussion on upgrading Domenic Massari park, providing solutions, and allocating funds during the mid-year budget review.

Public comments continued: Eduardo Medina spoke regarding public safety in Palmdale and an incident with the Sheriff's Department; Ruth Sanchez commented in support of the Sheriff's Department; Eugene Hernandez spoke regarding the Ritter Ranch project and Amazon strike; Marcos Alvarez and Xavier Flores commented regarding HRAC recommendation to Council; Gerardo Sanchez discussed re-instating and allowing Palmdale lifeguards to do runs between rotations; Oscar Carrasco, SALVA, discussed food distribution and educational programs; Victoria Rayos, SALVA, discussed food distribution and asked for Council support; Nancy, SALVA, discussed food distribution funding; Bryan Cline updated Council on the Amazon strike; Christopher Santoy, AVC student, discussed trash disposal and special assessment taxes.

12) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS

Mayor Pro Tem Alarcón addressed two issues: 1) The Human Rights Advisory Committee recommendation to the Council related to alcohol outlet density; and 2) Funding to various organizations that provide food distribution.

Mayor Bettencourt announced the grand opening of the playground at Oasis Park.

13) CITY MANAGER'S REPORT

City Manager Perez stated in the interest of brevity there were a lot of events attended, and several upcoming events can be found on the community calendar.

14) PRESENTATION BY CITY ATTORNEY

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

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

14.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of
Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV18219
This closed session is being held pursuant to the authority of California
Government Code Section 54956.9(d)(1).

14.3) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
William Robert Herrera, et al vs. City of Palmdale, et al.
Central District of California Federal District Court
Case No. 2:16-cv-09453-MWF-MAR
This closed session is being held pursuant to the authority of California
Government Code Section 54956.9.

14.4) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Priscilla Huerta, et al vs. City of Palmdale, et al.
Central District of California Federal District Court
Case No. 2:18-10354-MWF-FFM
This closed session is being held pursuant to the authority of California
Government Code Section 54956.9.

15) ANNOUNCEMENT BY CITY ATTORNEY

City Attorney Curley announced the Council was updated and there was no reportable action.

16) ADJOURN

Mayor Bettencourt adjourned the meeting at 10:21 p.m. to December 6, 2023 at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 6th day of December 2023.

Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk



City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION
DISTRICT: ALL
SUBJECT: RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY
REPORT FOR OCTOBER 2023

ISSUE

Receive and file the monthly investment activity report for October 2023.

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly investment activity report for the City of Palmdale and Successor Agency for October 2023.

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 sources of market prices.

DISCUSSION

Compliance with Investment Policy

For October 2023, the invested portfolio amount for the City of Palmdale totaled \$311,061,124, an increase of \$1,248,151 from the previous month, and an increase of \$22,772,381 in comparison to the prior year. The monthly increase is the result of interest earned during the month.

The par value of Successor Agency's portfolio as of October 2023 was \$7,949,000. The balance increased by \$33,421 from the prior month due to earned interest 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 entities' investment policies: 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

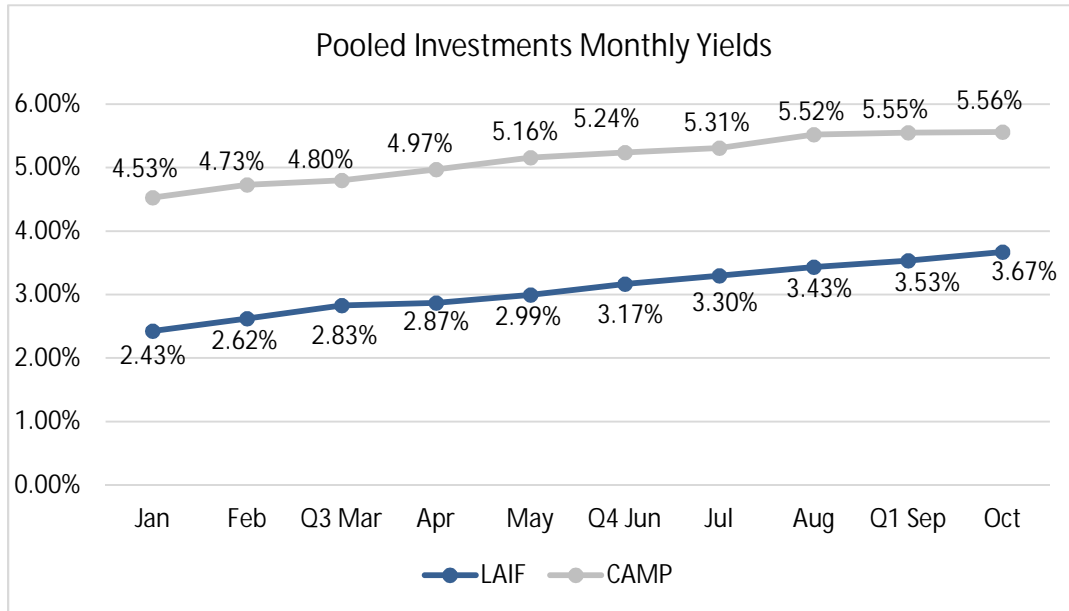
One core approach the Finance Division focuses on is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Division is currently investing in two pooled funds, Local Agency Investment Fund (LAIF) and California Asset Management Program (CAMP). These are intended for daily operational activities and 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.

The total LAIF balance for the City of Palmdale as of October 2023 was \$133,703,931. The increase of \$1,246,907 from the prior month was the result of interest earnings.

Successor Agency LAIF balance as of October 2023 was \$7,115,832. The increase of \$91,042 from the prior month was due to interest earnings.

CAMP's balance for City of Palmdale as of October 2023 was \$264,136, compared to September 2023 balance of \$262,895. The slight increase is due to interest earned during the month.

The interest rates presented are the most current rates available as of the date of this report. As of October 31, 2023, the interest rates for LAIF and CAMP investments were at 3.670 percent and 5.56 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of September were at 3.534 percent and 5.55 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 1.772 percent and 3.14, respectively.



The chart above shows both the Local Agency Investment Fund and California Asset Management Program's average monthly yields beginning January 2023 through October 2023.

We anticipate that rates will remain consistent, increasing only in small percentages in the upcoming months, considering the history in the past year and the current state of the economy. The difference between the performance of the two funds is partly due to the varying pool characteristics. CAMP's portfolio composition is much more subject to market volatility, resulting in performance variation.

Diversity

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

The City of Palmdale and Successor Agency's investment portfolios remain strongly diversified. The monthly report includes all investments held by both entities and current book values as of October 31, 2023.

It is anticipated that both the City of Palmdale and Successor Agency will have sufficient sums of money to meet expenditure requirements for the next six months. The Finance

Division will continue to monitor current economic conditions and the impact on interest rates.

Attached are summaries of the investments in the City of Palmdale and Successor Agency's books as of October 31, 2023.

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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

ATTACHMENTS

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

CITY OF PALMDALE
 TREASURER'S REPORT OF INVESTMENTS
 OCTOBER 31, 2023

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
<u>U.S. TREASURY SECURITIES</u>								
					Yield			
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00	5,051,650.00	4,870,312.50
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	3,000,000.00	3,260,634.36	2,856,570.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note		0.66	3,000,000.00	3,261,331.50	2,843,100.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note		0.40	3,000,000.00	3,200,040.56	2,872,020.00
06-04-21	12-31-23	CITY	912828V23 U.S. Treasury Note		0.20	4,000,000.00	4,210,026.50	3,940,320.00
07-12-21	12-31-23	CITY	9128285U0 U.S. Treasury Note		2.63	5,000,000.00	5,289,959.94	4,934,950.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	5,000,000.00	5,451,958.35	4,760,950.00
07-12-21	12-31-23	CITY	912828V23 U.S. Treasury Note		2.25	5,000,000.00	5,244,161.50	4,925,400.00
12-17-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	10,000,000.00	9,913,130.25	9,772,300.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (UBS)		0.85	10,000,000.00	10,045,505.25	9,410,200.00
12-22-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	5,000,000.00	4,957,270.88	4,886,150.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note		0.88	5,000,000.00	5,018,208.38	4,705,100.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (Stifel)		1.00	5,000,000.00	5,017,187.50	4,705,078.10
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note (UBS)		2.25	3,200,000.00	3,029,330.80	3,010,496.00
TOTAL U.S. TREASURY SECURITIES						\$ 71,200,000.00	\$ 72,950,395.77	\$ 68,492,946.60
<u>GOVERNMENT AGENCY PAPER</u>								
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00	5,000,000.00	4,604,401.25
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00	2,000,000.00	1,914,808.08
08-27-20	11-27-24	CITY	3134GWN7G Freddie Mac Domestic		0.50	2,000,000.00	2,000,000.00	1,867,580.54
04-01-21	04-01-25	CITY	3133EMUP5 Fed Farm Credit		0.71	5,000,000.00	5,000,000.00	4,629,334.75
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond		0.59	1,000,000.00	1,103,275.25	963,220.00
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond 0.57		0.57	2,000,000.00	2,208,460.00	1,926,440.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae		0.55	3,000,000.00	2,993,675.25	2,718,300.00
06-04-21	08-01-24	CITY	3130AMHH8 FHLB NOTE		0.41	4,000,000.00	4,000,000.00	3,784,890.08
06-07-21	06-07-24	CITY	3130AMQR6 FHLB NOTE		0.35	3,000,000.00	3,000,000.00	2,857,869.93
06-30-21	12-30-25	CITY	3130AMRQ7 FHLB NOTE		0.88	3,000,000.00	3,000,000.00	2,724,400.26
07-29-21	04-29-26	CITY	3130AN5C0 FHLB NOTE		1.05	4,000,000.00	4,010,455.13	3,606,160.00
12-17-21	11-12-25	CITY	3134GXBM5 FHLMC Note		1.15	1,150,000.00	1,125,785.50	1,036,575.50
12-17-21	12-30-24	CITY	3130AQDY6 FHLB		1.00	6,750,000.00	6,750,000.00	6,327,843.39
12-17-21	06-23-25	CITY	3133ENHW3 FFCB		1.17	10,000,000.00	10,000,000.00	9,275,883.70
12-20-21	07-30-25	CITY	3136G4ZP1 FANNIE MAE		0.65	3,500,000.00	3,444,175.00	3,203,308.12
12-20-21	09-24-25	CITY	3134GWUG9 FREDDIE MAC		0.57	10,000,000.00	9,806,600.00	9,088,861.70
12-21-21	12-22-26	CITY	3133ENJCS FFCB		1.29	5,000,000.00	5,000,000.00	4,487,676.35
01-14-22	01-14-25	CITY	3130AQEA7 FHLB		1.05	7,000,000.00	7,000,000.00	6,561,152.22
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit Bank		3.34	1,810,000.00	1,660,349.20	1,650,002.84
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Bank		3.34	1,950,000.00	1,937,715.00	1,873,133.09
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Bank		3.33	5,000,000.00	4,479,000.00	4,355,784.25
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac Global Unsecured		0.80	5,000,000.00	4,539,500.00	4,429,309.65
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Bank		4.38	5,000,000.00	4,590,638.89	4,571,978.55
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Bank		4.38	5,000,000.00	4,801,354.86	4,742,725.40
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit Bank Unsec		5.39	5,000,000.00	5,000,000.00	4,949,700.35
06-05-23	05-30-28	CITY	3133EPLE3 Federal Farm Credit Bond		4.67	2,815,000.00	2,822,746.50	2,753,942.65
09-21-23	03-21-24	CITY	3130AXAP3 FEDL HOME LOAN BANK BOND		5.75	4,750,000.00	4,746,437.50	4,747,196.18
TOTAL GOVERNMENT AGENCY PAPER						\$ 113,725,000.00	\$ 112,020,168.08	\$ 105,652,478.83

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
OCTOBER 31, 2023

CORPORATE NOTES

5/17/2023	3/1/2026	CITY	30231GAT9 EXXON MOBIL CORPORATION	3.04	\$1,000,000	\$982,084	955,987.20
5/17/2023	3/2/2026	CITY	194162AQ6 COLGATE-PALMOLIVE CO GLOBAL	4.80	\$1,000,000	\$1,035,553	1,003,302.97
5/17/2023	1/26/2026	CITY	742718FY0 PROCTER & GAMBLE CO/THE GLOGAL	4.10	\$1,000,000	\$1,018,472	987,613.50
TOTAL CORPORATE BONDS					\$3,000,000	\$3,036,109	\$ 2,946,903.67

STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND

09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	53,703,651.99	53,703,651.99	53,703,651.99
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	56,770,665.78	56,770,665.78	56,770,665.78
	n/a	ARPA ACCOUNT	19-19-004	0.78	23,229,613.46	23,229,613.46	23,229,613.46
TOTAL LAIF ACCOUNTS					\$ 133,703,931.23	\$ 133,703,931.23	\$ 133,703,931.23

CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM

6080-01	n/a	CITY ACCOUNT	6080-01	0.30	264,135.88	264,135.88	264,135.88
TOTAL CAMP ACCOUNTS					\$ 264,135.88	\$ 264,135.88	\$ 264,135.88

UBS FINANCIAL SERVICES

n/a	n/a	CITY ACCOUNT		0.00	728.42	728.42	728.42
TOTAL UBS FINANCIAL SERVICES ACCOUNTS					\$ 728.42	\$ 728.42	\$ 728.42

TOTAL CITY INVESTMENTS					\$ 321,893,795.53	\$ 321,975,468.49	\$ 311,061,124.63
-------------------------------	--	--	--	--	-------------------	-------------------	-------------------

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
OCTOBER 31, 2023

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
11-20-84	n/a	LIBRARY	16-19-012	0.78	12,894.77
TOTAL LIBRARY INVESTMENTS					\$ 12,894.77

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.35	111.77
05-10-95	n/a	IMPROVEMENT	95421222	0.10	162,432.20
City Held Cash	(Fund 736-114000)	(\$255,912.67)			
TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1					\$ 162,543.97

BOND PROCEEDS					
<u>RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1</u>					
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	2,710,412.58
04-06-95	n/a	BOND	95420887	0.15	0.15
City Held Cash	(Fund 738-114000)	(\$1,000,675.82)			
TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1					\$ 2,710,412.73

BOND PROCEEDS					
<u>ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
08-01-19	n/a	SP TAX - B BOND	242969000	0.00	10.36
08-01-19	n/a	RESERVE	242969003	0.00	722,971.87
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	15,150.41
City Held Cash	(Fund 734-114000)	\$1,780,076.80			
TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1					\$ 738,132.64

City Held Cash	(Fund 735-114000)	\$1,396,454.18			
TOTAL 2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER)					\$ -

BOND PROCEEDS					
<u>2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
	n/a	SPEC TRB SER A/B	251009000	0.01	18,580.90
	n/a	RESERVE FUND	251009001	0.01	644,237.91
City Held Cash					
TOTAL 2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021					\$ 662,818.81

BOND PROCEEDS					
<u>2006-1 Godde Hill Estate Sewer Improvements LOIB</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
11-08-06	n/a	REDEMPTION FUND	106844000	0.01	63,906.83
11-08-06	n/a	ADM EXP	106844002	0.01	1,671.45
11-08-06	n/a	RESERVE FUND	106844003	0.01	91,782.71
City Held Cash	(Fund 739-114000)	\$148,463.49			
TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB					\$ 157,360.99

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
OCTOBER 31, 2023

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>2012 PFA \$8.7M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	1,570.30
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					\$ 1,570.30
<u>2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,500.00
TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW					\$ 2,979,500.00
<u>2015 HA DEBT SERVICE RESERVE</u>					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,797.41
TOTAL 2015 HA DEBT SERVICE RESERVE					\$ 39,797.41
<u>PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND</u>					
05-23-18	n/a	CITY	104790895775	Public Agency Retirement Services	2.60
TOTAL PARS PENSION TRUST FUND					\$ 7,603,838.78
BOND PROCEEDS					
<u>2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
09-03-15	n/a	BOND FUND	277067000	0.00	119,666.83
09-03-15	n/a	INTEREST ACCT	277067001	0.01	6.95
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,020.87
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,245,780.64
TOTAL 2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS					\$ 1,646,475.29
BOND PROCEEDS					
<u>2017 PFA \$17.4M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-05-17	n/a	REVENUE FUND	271128000	0.00	1,690,393.76
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00
TOTAL 2017 PFA \$17.4M LEASE REVENUE BONDS					\$ 1,690,393.76
Total City Held Cash (XXX-114000)			\$2,068,405.98		
GRAND TOTAL - FISCAL AGENT CASH					\$ 17,730,025.87

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
OCTOBER 31, 2023

SUMMARY OF CASH AND INVESTMENTS

Page 1 of 1

Cash on Hand			\$	5,264,563
Pooled Cash Investments				
City:	\$	303,170,423		
Insur Fund:		\$7,890,701	\$	311,061,124
Library Investments				<u>\$12,895</u>
Subtotal			\$	316,338,582
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			\$	<u>17,730,026</u>
Grand total			\$	<u><u>334,068,608</u></u>

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of October 31, 2023.

CITY OF PALMDALE
 TREASURER'S REPORT OF INVESTMENTS
 OCTOBER 31, 2023
 CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
 October 31, 2023

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>CITY ACCOUNT 98-19-620</u>				
Beginning Balance				\$ 53,219,293.97
10/13/23			\$ 484,358.02	
Subtotal	\$ -	\$ -	\$ 484,358.02	\$ 53,703,651.99
<u>PCA ACCOUNT 40-19-060</u>				
Beginning Balance				\$ 56,228,187.21
10-13-23			\$ 542,478.57	
Subtotal	\$ -	\$ -	\$ 542,478.57	\$ 56,770,665.78
<u>LIBRARY ACCOUNT 16-19-012</u>				
Beginning Balance				\$ 12,779.53
10/13/23			\$ 115.24	
Subtotal	\$ -	\$ -	\$ 115.24	\$ 12,894.77
<u>ARPA ACCOUNT 19-19-004</u>				
Beginning Balance				\$ 23,009,543.23
10/13/23			\$ 220,070.23	
Subtotal	\$ -	\$ -	\$ 220,070.23	\$ 23,229,613.46
<u>CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM</u>				
Beginning Balance				\$ 262,895.14
10/31/23			\$ 1,240.74	
Subtotal	\$ -	\$ -	\$ 1,240.74	\$ 264,135.88
<u>UBS Financial Services</u>				
Beginning Balance				\$ 725.87
10/31/23			\$ 2.55	
Subtotal	\$ -	\$ -	\$ 2.55	\$ 728.42
Total	\$ -	\$ -	\$ 1,248,265.35	\$ 133,981,690.30

CITY OF PALMDALE
 TREASURER'S REPORT OF INVESTMENTS
 OCTOBER 31, 2023
 CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

October 31, 2023

TN = US Treasury
 FP = Federal Paper
 CD = Certificate of Depositi

C = Call
 M = Maturity
 CB = Corporate Bond

ISSUER	PURCHASE DATE	MATURITY DATE	FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
				M	\$	-	\$0.00
				M	\$	-	-
				M	\$	-	-
				M	\$	-	-
				M	\$	-	-
				M	\$	-	-
			<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$0.00</u>

Total Number of Transactions:

0

CITY OF PALMDALE
 TREASURER'S REPORT OF INVESTMENTS
 OCTOBER 31, 2023
 CITY OF PALMDALE

POOLED CASH - INVESTMENTS PURCHASED

October 31, 2023

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
				-			\$ -	
				-			\$ -	
				-			\$ -	
				-			\$ -	
				-			\$ -	
			<u>\$0</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

Total Number of Transactions: 0

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
 TREASURER'S REPORT OF INVESTMENTS
 October 31, 2023

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	7,115,831.95	
						<u>\$ 7,115,831.95</u>
FISCAL AGENT CASH						
BOND PROCEEDS						
<u>CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)</u>						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	RESERVE FUND	94460700	2.54	538,491.74	
08-20-02	n/a	INTEREST ACCT	94460701	0.04	15,267.75	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.04	256.22	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)						<u>\$ 554,015.71</u>
BOND PROCEEDS						
<u>2016 SA \$31.5M Tax Allocation Refunding Bonds Series A</u>						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	DEBT SERVICE	245113000	0.00	5.84	
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00	
TOTAL 2016 SA \$31.5M Tax Allocation Refunding Bonds Series A						<u>\$ 5.84</u>
GRAND TOTAL - FISCAL AGENT CASH						<u><u>\$554,022</u></u>

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	\$ 279,146
Pooled Cash Investments	\$ 7,115,832
Successor Agency Fiscal Agent Cash	\$ 554,022
Grand total	<u>\$ 7,949,000</u>

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
 LAIF interest rates are as of October 31, 2023.

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

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
October 31, 2023

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>SA ACCOUNT 65-19-035</u>				
Beginning Balance				\$ 7,024,789.94
10/13/23			\$ 91,042.01	
Subtotal	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 91,042.01</u>	<u>\$ 7,115,831.95</u>



City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
DISTRICT: 1
SUBJECT: RECEIVE AND FILE THE ANNUAL ACTIVITY REPORT FOR A
DEVELOPMENT AGREEMENT PERTAINING TO THE
OASIS WELLNESS VILLAGE PROJECT LOCATED AT THE
SOUTHEAST CORNER OF PALMDALE BOULEVARD AND
TIERRA SUBIDA AVENUE

ISSUE

Receive and file the annual activity report for Development Agreement (DA) A-5595 pertaining to the Oasis Wellness Village project located at the southeast corner of Palmdale Boulevard and Tierra Subida Avenue.

RECOMMENDATION

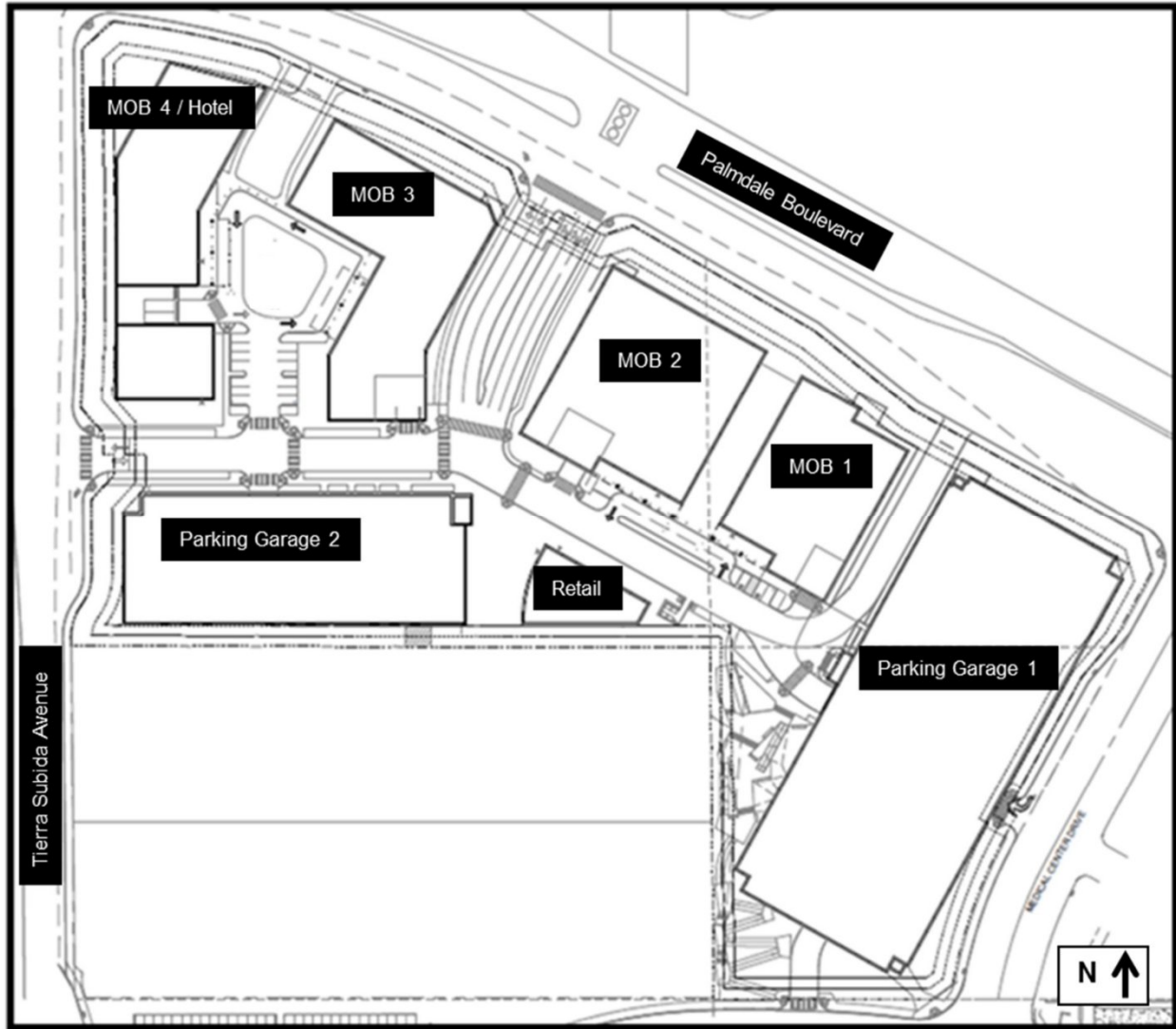
Staff recommends that the City Council:

1. Receive and file the annual activity report for DA A-5595.

BACKGROUND

On October 5, 2016, the City Council approved General Plan Amendment 15-001, Zone Change 15-001 and DA A-5595 (Resolution No. CC 2016-083) and, subsequently, on January 12, 2017, the Planning Commission approved Planned Development 16-001, Tentative Parcel Map 73748, and Site Plan Review 15-006 (Resolution No. PC-2017-005) for the Oasis Wellness Village project. The development includes the construction of a campus-style, mixed-use project composed of services and businesses centered on a theme of wellness and healthy living (Figure 1). The site is located at the southeast corner of Palmdale Boulevard and Tierra Subida Avenue.

FIGURE 1 – SITE PLAN



DISCUSSION

In compliance with Section 9 of the DA and California Government Code Sections 65865.1 and 66006, the City is required to periodically review the development agreement (at least every 12 months). During the review period, the applicant or successor in interest must demonstrate good faith compliance with the terms of the agreement. If the review determines that the applicant or successor in interest has not complied with the terms or conditions of the agreement, the City may terminate or modify the agreement.

Report to Mayor and City Council
RE: Development Agreement A-5595 Oasis Wellness Village Project
December 6, 2023
Page 3

Exhibits C and D of DA A-5595 (Attachment 1) require the developer to provide certain benefits and pay fees to the City at specific timeframes during the development process. No fees or public benefit payments were required during the review period (November 1, 2022 to November 1, 2023) because no development was proposed. As such, the applicant is in compliance with the terms and conditions of the DA.

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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

ATTACHMENT

1. Agreement A-5595 Oasis Wellness Village Project

This page is part of your document - DO NOT DISCARD



20170628795



Pages:
0036

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

06/07/17 AT 01:05PM

FEEs:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201706070670022

00013813990



008378368

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

2

06/07/2017



20170628795

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:
City of Palmdale
38250 Sierra Highway
Palmdale, California 93550
Attn: City Manager

Fee Exempt – Gov't Code § 6103

(Space above for Recorder's Use)

DEVELOPMENT AGREEMENT

between

THE CITY OF PALMDALE,
a California municipal corporation

and

PALMDALE INVESTMENT COMPANY, LLC,
a California limited liability company

A-5595

This Development Agreement (the "Agreement") is entered by and between the City of Palmdale, a California municipal corporation ("City"), and Palmdale Investment Company, LLC, a California limited liability company ("Owner"). City and Owner shall be referred to jointly within this Agreement as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the "Development Agreement Statute," Sections 65864 et seq., of the Government Code. City, a general law city, is authorized by the Development Agreement Statute to enter into development agreements with persons and entities having legal or equitable interests in real property for the purpose of establishing predictability for both City and the property owner in the development process.

B. Owner has requested that City enter into a development agreement for property with the City and more particularly described in Exhibit "A" and depicted on Exhibit "B" (the "Property"). City enters into this Agreement pursuant to the provisions of the California Government Code, the City's General Plan, the City Municipal Code, and applicable City policies.

C. Owner has a legal or equitable interest in the Property and desires to develop on the Property the Oasis Wellness Village (the "Project"), a collection of state-of-the-art continuum care facilities adjacent to the Palmdale Regional Medical Center which will bring critically-needed healthcare facilities within easy reach of the estimated 40-50% of the region's residents who now travel extended distances to obtain their medical care.

D. The City has a significant interest in enhancing the health and welfare of the community by creating opportunities for increased access to quality health care facilities.

E. Owner has filed with the City its request for approval of the following discretionary actions pertaining to the Property:

1. General Plan Amendment 15-001, a request to amend the General Plan land use designation for an approximately 9.9-acre portion of the Project site from CC (Community Commercial) to RC (Regional Commercial) (the "General Plan Amendment"); and

2. Zone Change 15-001, a request to change the zoning designation for an approximately 9.9-acre portion of the Project site from C-3 (General Commercial) to C-4 (Commercial Center) (the "Zone Change").

F. In addition to the General Plan Amendment and the Zone Change, Owner plans in the future to file with the City applications for approval of discretionary actions which more specifically will describe and implement the Project (the "Future Applications"). The Future Applications will include, but are not be limited to, applications for approval of:

1. The "Oasis Wellness Village Planned Development" pursuant to Section 28.05 of the City's Zoning Ordinance; and

2. Tentative Parcel Map No. 73748, a request to subdivide three contiguous parcels totaling approximately 12.13 acres (the "Tentative Parcel Map").

G. This Agreement assures that development of the Property will occur in accordance with City's General Plan, as amended by the General Plan Amendment. The development of the Property pursuant to this Agreement shall be referred to as the "Development Plan."

H. This Agreement constitutes a current exercise of City's police powers to provide predictability to both the City and Owner in the development approval process by vesting the permitted use(s), density, intensity of use, and timing and phasing of development consistent with the Development Plan, thus maximizing the opportunity to achieve the significant enhancement of the community's access to quality health which will result from implementation of the Development Plan (the "Public Benefits").

AGREEMENT

City and Owner agree as follows:

1. INTEREST OF OWNER. Owner represents that it has a legal or equitable interest in the Property and is authorized to enter into this Agreement.
2. PUBLIC HEARINGS. On September 22, 2016, after providing notice as required by law, the Planning Commission of the City held a public hearing on this Agreement and recommended to the City Council the adoption of this Agreement. On October 5, 2016, after providing notice as required by law, the City Council held a public hearing on this Agreement and made the findings set forth in Section 3.
3. CITY COUNCIL FINDINGS. The City Council finds that:
 - 3.1 Subject to the approval of the General Plan Amendment becoming effective on or before the Effective Date, this Agreement is consistent with City's General Plan.
 - 3.2 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning, particularly with respect to the implementation of the City's General Plan, and reduces the economic costs of development and government.
 - 3.3 The best interests of the residents of the City and their public health, safety, and welfare will be served by entering into this Agreement.

4. CONTINUING OBLIGATIONS. This Agreement binds the Parties now and in the future. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have been reviewed by City staff and the City Council and have been found to be fair, just, and reasonable.
5. DEFINITIONS. In this Agreement, unless the context otherwise requires, the following terms and phrases shall have the following meanings:
 - 5.1 “Administrative Fees” shall mean any fee routinely charged by the City to all development projects within the City for the time expended by full-time City employees in providing services related to the development of the Project. Administrative Fees do not, however, include “Development Fees” as defined in Section 5.11 below.
 - 5.2 “Agreement” shall mean this Development Agreement between the City and Owner. The term “Agreement” shall include any amendment properly approved and executed pursuant to Section 7.5.
 - 5.3 “Approval Date” means the date on which the City Council conducted the first reading of the ordinance adopting this Agreement. That date is October 5, 2016.
 - 5.4 “City” shall mean the City of Palmdale, a California municipal corporation.
 - 5.5 “City Council” shall mean the governing body of the City.
 - 5.6 “City Municipal Code” shall mean the Palmdale Municipal Code. However, changes to the Palmdale Municipal Code occurring between the Approval Date and the Effective Date shall not be considered part of the City Municipal Code for purposes of this Agreement without Owner’s prior written consent.
 - 5.7 “Day” refers to a calendar day unless specifically stated as a “business day.”
 - 5.8 “Default” refers to the material and substantial failure by a Party to comply with one or more material provisions of this Agreement.
 - 5.9 “Development” refers to the improvement of the Property for the purposes of completing all structures, improvements, and facilities comprising the Project.
 - 5.10 “Development Approvals” refers to all permits and other entitlements approved or issued by the City for the use of, construction upon, and/or development of the Property. Development Approvals shall be deemed to include, but are not limited to, the following (and related amendments):

- This Agreement;
 - Amendments to the General Plan;
 - Master Plans;
 - Tentative Maps, Final Maps, including parcel maps;
 - Planned Developments, as set forth in Section 28.05 of the City's Zoning Ordinance;
 - Conditional use permits, use permits, and site development permits;
 - Variances;
 - Grading and building permits;
 - Certificates of compliance and/or lot line adjustments;
 - Street, drainage, utility, storm water, and landscape permits;
 - Occupancy permits; and
 - Environmental review documents for the Project.
- 5.11 "Development Fees" refers to all fees established by the City for entitlement and construction activities which, but for this Agreement, could be imposed upon the Project. Development Fees include, but are not limited to, development impact fees, (for example, traffic and fire facility) that could be imposed pursuant to the Mitigation Fee Act (California Government Code Section 66000 et seq.). Other examples of Development Fees include, but are not limited to, fees for demolition, utility connections, site plan review, traffic review, application filing, inspections, plan check, geotechnical review, storm water management, permit issuance, insurance, school fees, occupancy, design review, flow test, and drainage.
- 5.12 "Development Plan" means Owner's plan for development of the Property consisting of the Existing Land Use Regulations, this Agreement, the Subsequent Land Use Regulations to which Owner has consented in writing, and Subsequent Development Approvals.
- 5.13 "Effective Date" shall mean the later of (i) date the ordinance adopting this Agreement becomes effective and (ii) the expiration of the period provided by

applicable law, including but not limited to Government Code Section 65009, for challenging the General Plan Amendment.

- 5.14 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date, including, but not limited to, the General Plan as amended by the General Plan Amendment and the provisions of the City Municipal Code falling within the definition of “Land Use Regulations” (see Section 5.17 below), including, but not limited to, Title 16 (Subdivisions) and Title 17 (Zoning). However, changes to Land Use Regulations occurring between the Approval Date and the Effective Date shall be considered part of the Existing Land Use Regulations only with Owner’s written consent. Owner has consented to the General Plan Amendment and the Zone Change, which shall be considered part of the Existing Land Use Regulations.
- 5.15 “General Plan” shall mean the general plan of the City.
- 5.16 “General Plan Amendment” shall refer to the amendment of the City’s General Plan on October 5, 2016, for the Property.
- 5.17 “Land Use Regulations” shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, construction, and initial occupancy standards and specifications applicable to the Project. Land Use Regulations do not include any City ordinance, resolution, code, rule, regulation or official policy governing:
- The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;
 - Taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Owner is paying any fee (directly or through an assessment or similar financing district) or providing any improvement pursuant to this Agreement; or
 - The control and abatement of nuisances.

“Land Use Regulations” also do not include any county, state, or federal ordinances, resolutions, codes, rules, regulations and official policies or any City ordinances, resolutions, codes, rules, regulations and official policies, the specific provisions of which are mandated (as opposed to permitted) by county, state, or federal law.

- 5.18 “Minor Changes” refers to any change to the Project that is otherwise consistent with the Development Plan and which does not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.
- 5.19 “Mortgage” refers to any mortgage, deed of trust, or other security device recorded against some or all of the Property or improvements to the Property for the purpose of securing a debt or other obligation.
- 5.20 “Mortgagee” refers to a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, and their successors and assigns.
- 5.21 “Operating Memorandum” refers to the written memorialization of the Parties’ mutual consent to adopting “Minor Changes” to the Project.
- 5.22 “Owner” refers to Palmdale Investment Company, LLC, a California limited liability company, and Owner’s successors and assigns.
- 5.23 “Owner’s Vested Right” refers to Owner’s guaranteed right to develop the Property as set forth in this Agreement.
- 5.24 “Paragraph” means a lettered or numbered paragraph of an Exhibit to this Agreement, unless specifically stated to refer to another document or matter. A reference to a Paragraph includes all subparagraphs of that Paragraph.
- 5.25 “Parcel Map” means a Final Parcel Map approved by the City as a ministerial action.
- 5.26 “Parking District” refers to an anticipated parking district which will be formed by the City to provide bond financing as a means to fund the construction of the Parking Facilities.
- 5.27 “Parking Facilities” refers to the two parking structures which are part of the proposed Development Plan, all internal Project streets, each of which provides direct or indirect access to at least one of the parking structures, and all utilities and infrastructure installed and/or constructed beneath those streets.

- 5.28 "Parking Structures" refers to the two parking structures which are part of the Parking Facilities.
- 5.29 The "Parties" means the City and Owner. A "Party" refers to either the City or the Owner.
- 5.30 "Pass-Through Fees" means those fees assessed against the Project and/or the Development by other public agencies, but which are collected (as opposed to imposed) by the City and which, after collection, are "passed through" to the public agency which imposed the fee in the first instance.
- 5.31 "Project" means the development of the Property as set forth in the Development Plan.
- 5.32 "Property" means the real property described in Exhibit "A" and depicted on Exhibit "B".
- 5.33 "Public Benefits" refers to those benefits provided to the residents of the City and the surrounding community by the development of the health care facilities contemplated by the Development Plan. Some of the Public Benefits are listed on Exhibit "C".
- 5.34 "Reservation of Authority" means the rights and authority specifically reserved to City as described in Section 8.6.
- 5.35 "Section" refers to a numbered section of this Agreement, unless specifically stated to refer to another document or matter.
- 5.36 "Subsequent Development Approvals" means all Development Approvals approved, granted, or issued after the Effective Date for the Project which are required or permitted by the Existing Land Use Regulations, the Subsequent Land Use Regulations to which Owner has consented in writing, and this Agreement. Subsequent Development Approvals include, without limitation, all development review approvals required under the Subdivision Map Act, the City's subdivision ordinance and/or other provisions of the City Municipal Code, site development permits, excavation, grading, building, construction, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, drainage, landscape, or other permits or approvals necessary for the grading, construction, marketing, use and occupancy of the Project.
- 5.37 "Subsequent Land Use Regulations" means those Land Use Regulations which are both adopted and effective after the Approval Date and which are not included within the definition of Existing Land Use Regulations. "Subsequent

Land Use Regulations” include any Land Use Regulations adopted by moratorium by initiative, City action, or otherwise

- 5.38 “Tentative Map” shall mean a tentative parcel map, as defined in the Subdivision Map Act and the City Municipal Code, for the Project.
- 5.39 “Term” means the term of this Agreement as set forth in Section 7.2 of this Agreement.
- 5.40 “Zone Change” means the amendment to the City’s Municipal Code with respect to the zoning designation for the Property which was approved by the City Council on the Approval Date.

6. EXHIBITS. All exhibits attached to this Agreement are incorporated as a part of this Agreement. Those exhibits are:

Exhibit	Description
“A”	Legal Description of the Property
“B”	Depiction of the Property
“C”	Public Benefits
“D”	Fees

7. GENERAL PROVISIONS.

- 7.1 Binding Effect of Agreement. This Agreement shall be recorded against the Property and shall run with the land. The Development shall be carried out in accordance with the terms of this Agreement.
- 7.2 Term of Agreement. The Term shall commence on the Effective Date. The Term shall continue for a period of twenty-five years from the Effective Date, but shall be extended for periods equal to the time during which:
 - Litigation is pending which challenges any matter, including compliance with CEQA or any other local, state, or federal law, related in any way to the approval or implementation of all or any part of the Development Plan. Any such extension shall be equal to the time between the filing of litigation, on the one hand, and the entry of final judgment or dismissal, on the other. All such extensions shall be cumulative.

- Any application by Owner for a regulatory permit and/or approval from an agency other than City which is required for the Project, but has been pending more than one year after its submittal, beginning on the 366th day following its submittal for approval.
- Any other delay occurs which is beyond the control of the Parties, as described in Section 13.10.

7.3 Termination. This Agreement shall be deemed terminated and of no further effect upon the earlier occurrence of any of the following events:

- Expiration of the Term as set forth in Section 7.2;
- Completion of the Project in accordance with the terms of this Agreement, including issuance of all required occupancy permits and acceptance, as required by state law, by City, or the applicable public agency, of all required dedications and the satisfaction of all of Owner's obligations under this Agreement; and
- As may be provided by other specific provisions of this Agreement.

7.4 Effect of Termination. Subject to Section 8.10, upon any termination of this Agreement, the only rights or obligations under this Agreement which either Party shall have are:

- The completion of obligations which were to have been performed prior to termination, subject to Section 11; and
- The performance and cure rights set forth in Section 11.

7.5 Amendment or Cancellation of Agreement. This Agreement may be amended from time to time or canceled only by the written consent of both City and Owner in the same manner as its adoption, as set forth in California Government Code Section 65868. Any amendment or cancellation shall be in a form suitable for recording in the Official Records of Los Angeles County, California. An amendment or other modification of this Agreement will continue to relate back to the Effective Date of this Agreement (as opposed to the effective date of the amendment or modification), unless the amendment or modification expressly states otherwise.

7.6 Release of Obligations With Respect to Individual Parcels Upon Certification of Occupancy. Notwithstanding any other provision of this Agreement:

7.6.1 When any individual parcel has been finally subdivided and sold, leased, or made available for lease to a member of the public or any other ultimate user, and a certificate of occupancy has been obtained for the building(s) on the lot, that lot and its owner shall have no further obligations under and shall be released from this Agreement.

7.6.2 Upon the conveyance of any lot, parcel, or other portion of the Property to a property owners' association or public or quasi-public entity, that lot, parcel, or portion of the Property and its owner shall have no further obligations under and shall be released from this Agreement.

No formal action by the City is required to effect this release, but, upon Owner's request, City shall sign an estoppel certificate or other document to evidence the release.

7.7 Minor Changes. The provisions of this Agreement require a close degree of cooperation between the Parties and "Minor Changes" to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. "Minor Changes" shall mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

Accordingly, the Parties may mutually consent to adopting "Minor Changes" through their signing of an "Operating Memorandum" reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are "Minor Changes" subject to this Section 7.7 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

7.8 Term of Map(s) and Other Development Approvals.

7.8.1 Subdivision Maps. Pursuant to Government Code Section 66452.6, the term of all parcel maps that are approved for all or any portion of the Property shall be extended to a date coincident with the Term and, where not prohibited by State law, with any extension of the Term.

- 7.8.2 Site Development Permits. Site Development Permits for the Project shall have terms that coincide with the term of the subdivision or parcel map for the portion of the Property to which a particular Site Development Permit pertains.
- 7.8.3 Other Development Approvals. Pursuant to Government Code Section 65863.9, any and all other Development Approvals, including, but not limited to, those discretionary approvals listed in Recital E above, for any portion of the Project shall automatically be extended for a term ending concurrently with the applicable tentative maps for the Project. Pursuant to Section 7.8.1, those terms shall be the same as the Term of this Agreement.
- 7.8.4 Decisions of Planning Manager. Any decision of the Planning Manager with respect to Subsequent Development Approvals may be appealed to the City's Planning Commission pursuant to the procedures of the City's Municipal Code. Decisions of the Planning Commission on appeal may be appealed to the City Council pursuant to the procedures of the City's Municipal Code.
- 7.9 Relationship of City and Owner. The contractual relationship between City and Owner arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights.
- 7.10 Notices. All notices, demands, and correspondence required or permitted by this Agreement shall be in writing and delivered in person or mailed by first class or certified mail, postage prepaid, addressed as follows:

If to City, to:

City of Palmdale
38300 Sierra Highway
Palmdale, California 93550
Attn: City Manager

With a copy to:

City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550
Attn: City Attorney

If to Owner, to:

Palmdale Investment Company, LLC
1146 N. Central Ave., #441
Glendale, CA 91202-2502
Attn: John Thomas
john@thomaspartners.com

With a copy to:

Tim Paone
Cox, Castle & Nicholson
3121 Michelson Drive
Suite 200
Irvine, CA 92612
tpaone@coxcastle.com

City or Owner may change its address by giving notice in writing to each of the other names and addresses listed above. Thereafter, notices, demands, and correspondence shall be addressed and transmitted to the new address. Notice shall be deemed given upon personal delivery or, if mailed, two (2) business days following deposit in the United States mail.

8. DEVELOPMENT OF THE PROPERTY.

- 8.1 Owner's Vested Right. Owner shall have the vested right to complete Development of the Property in accordance with the Development Plan ("Owner's Vested Right").
- 8.2 Governing Land Use Regulations. The Land Use Regulations applicable to the Project and the Property shall be those contained in the Development Plan. An amendment or other modification of this Agreement will not change these applicable Land Use Regulations unless the amendment or modification expressly provides otherwise. Subsequent Land Use Regulations shall not apply to the Property unless the Parties mutually agree in writing that the Project will be subject to one or more Subsequent Land Use Regulations. Owner's application for a Subsequent Land Use Regulation and the City's approval of that application as submitted or as otherwise agreed to in writing by Owner shall be deemed an effective mutual written agreement of the Parties.

Nothing contained in this Agreement shall be deemed to authorize City to withhold any building permit, approval, and/or certificate of occupancy based on Owner's failure to comply with any Land Use Regulation that, as a result of this Agreement, is not applicable to the Project.

- 8.3 Permitted Uses. The permitted uses on the Property shall be as provided in the Development Plan.
- 8.4 Density and Intensity; Requirement for Reservation and Dedication of Land. The density and intensity of use for all Development on the Property, and the requirements for reservation and dedication of land, shall be as provided in the Development Plan.
- 8.5 Subdivision Map Processing.
- 8.5.1 The Parcel Map. Processing, filing, and recording of the Parcel Map shall be as provided within the Subdivision Map Act and subject only to the Existing Land Use Regulations.
- 8.5.2 Phased Final Maps. Pursuant to Section 66452.6(a)(1) of the California Subdivision Map Act, through this Agreement Owner has requested and City agrees to permit the filing of up to four "phased final maps," as that term is used in Section 66452.6(a)(1), for the Project. This request by Owner shall be deemed to be in effect at the approval of the Tentative Map.
- 8.6 Reservation of Authority. The following Land Use Regulations or Subsequent Land Use Regulations shall apply to the Property and the Project:
- Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure;
 - Provided that they are uniformly applied to all development projects within the City and are not applied retroactively to any Development Approval issued before their adoption or amendment, uniform codes governing engineering and construction standards and specifications adopted by the City pursuant to state law (such codes include, without limitation, the City's adopted version of the Uniform Administrative Code, California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, and California Fire Code); and

- Regulations which may be in conflict with this Agreement, but which are objectively required (and there are no available reasonable alternatives) to protect the public health and safety in the event of a sudden, unexpected occurrence involving a clear and imminent danger, and demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services within the immediate community. Such regulations must be a valid exercise of the City's police power and must be applied and construed so as to provide Owner, to the maximum extent possible, with the rights and assurances provided in this Agreement. To apply to the Property, such regulations must be adopted after a public hearing and must be based upon findings of necessity established by a preponderance of the evidence. Any regulations, including moratoria, enacted by City and imposed on the Property to protect the public health and safety in the circumstances described above shall toll the Term and any time periods for performance by Owner and City set forth in this Agreement.

8.7 Assessment District or Other Public Financing. Subject to all procedural requirements of State and City law, City shall use its best efforts to conduct proceedings to consider and utilize one or more of a number of alternative public financing mechanisms authorized by state law, which may include, but are not limited to, Enhanced Infrastructure Financing Districts, Mello Roos Districts, Community Facilities Districts, Parking/ Public Improvement Districts, Landscaping and Lighting Assessment Districts, Utility Authority, other land based secured assessment districts, lease leaseback transaction structures, project specific tax revenue reimbursement, as well as other allowed financing mechanisms (collectively, "Public Financing Mechanisms"). These Public Financing Mechanisms may, at the City's sole and absolute discretion, be used to provide public financing for one or more of the following: (i) the acquisition of the land designated in the Development Plan for the construction of the two parking structures (the "Parking Structures") and all interior streets of the Project which provide direct or indirect access to at least one of those Parking Structures (collectively, the "Parking Facilities") (ii) the construction of the Parking Facilities, and (iii) the construction of infrastructure and other public amenities such as water, sewer and storm water facilities, parks, public pavilions, pedestrian areas, and any other projects authorized by state law governing the particular financing mechanism. It is anticipated that the City may consider creating and/or utilizing a Special Purpose Authority ("Authority"), and that a separate financing agreement(s) will be required by and between the City and/or the Authority and Owner.

- 8.7.1 Owner's Financial Capacity. Prior to any determination of public financing and/or funding of the Parking Facilities, City and, if applicable, Authority must be satisfied that the Owner has the ability and financial capacity to develop the Project and, therefore, provide the significant benefit of making high quality health care facilities reasonably accessible to residents of City and surrounding communities. Based on the foregoing determination in conjunction with an independent determination by special counsel that such financing complies with applicable federal and State regulations, the City or the Authority may authorize (i) construction and operation of the Parking Facilities by Owner and (ii) issuance and sale of future bonds, if any, that shall be based on prevailing municipal financing practices and criteria and sold in a mutually agreeable timeframe that would consider the timing as follows: (a) the first Parking Structure shall be complete and available for use prior to occupancy of the first non-parking building that is part of the Project and (b) the second Parking Structure shall be complete and available for use as agreed based on the future occupancy of the Project.
- 8.7.2 Project Contingent on Public Financing Mechanism. Owner recognizes that City cannot commit to a Public Financing Mechanism through this Agreement, and must comply with all aspects of local, state, and federal law relevant to the formation of a Public Financing Mechanism prior to making such a commitment. City, however, recognizes that Owner cannot commit to development of the Project unless City exercises its discretion to form/provide a Public Financing Mechanism to, at a minimum, finance the construction of the Parking Facilities.
- 8.7.3 Project Contingent on Owner's Management of Parking Structures. City recognizes that, subject to compliance with all state and federal regulations, Owner cannot commit to development of the Project unless City and Owner enter into an agreement for a term of no less than 75 years granting to Owner the right to (i) manage construction of the Parking Structures, (ii) when completed, manage and maintain the two Parking Structures at Owner's expense, and (iii) collect and retain the revenues from the Parking Structures.
- 8.7.4 Project Contingent on Owner's Management of Parking Structures. City recognizes that, subject to compliance with all state and federal regulations and any bond financing restrictions and/or covenants, Owner cannot commit to development of the Project unless City and Owner enter into an agreement granting to Owner an option for Owner to purchase at fair market value either one or both of the

Parking Structures (whether separately, jointly, or at different times) at any time during Owner's management of the Parking Structures.

- 8.8 Fees. Because of the City's desire for the development of the Property to provide reasonable access for the residents of the City and surrounding communities to high quality health care, Development Fees (see Section 5.11) and, Administrative Fees (see Section 5.1) shall be as set forth on Exhibit "D". In the case of any ambiguity or uncertainty as to whether a particular fee is an Administrative Fee or a Development Fee, it shall be treated as a Development Fee. As noted on Exhibit "D", Pass-Through Fees (see Section 5.30) shall not be capped or waived.

Owner is solely responsible for obtaining a determination by the Department of Industrial Relations regarding the adjustment of Development Fees pursuant to this Agreement or any public subsidy for the Project to determine whether it meets the exemption of "de minimis in the context of the project" as outlined in Section 1720(c)(3) of the California Labor Code.

- 8.9 Adequacy of Required Infrastructure. The City acknowledges and agrees that, upon Owner's completion of the Project pursuant to the City's conditions of approval, there will be sufficient capacity to accommodate the Project in the infrastructure and services owned, operated, outsourced, controlled, and/or provided by the City, including, without limitation, traffic circulation, storm drainage, trash collection, and flood control. Where City renders or outsources such services or owns such infrastructure, City shall serve the Project and there shall be no restrictions placed upon Owner concerning hookups or service for the Project, except for reasons beyond City's control.
- 8.10 Vested Rights Upon Termination. Termination of this Agreement shall not invalidate any Land Use Regulations or terminate any Subsequent Development Approvals obtained prior to the date of termination. Upon any termination of this Agreement, Owner's vested rights, if any, shall be determined by this Agreement to the extent development has occurred on the Property, and as to the remainder of the Project, by state and federal statutes and case law and then current factual state of the Development.
- 8.11 Staffing and Expedited Processing. City shall employ all lawful actions capable of being undertaken by City to (i) promptly receive and, when complete, accept all applications for Subsequent Development Approvals and related environmental analysis, if any (collectively, "Applications"), and (ii) expeditiously process and take action upon the Applications in accordance with applicable law.

- 8.12 Changes in Federal and State Law. The Property may be subject to subsequently enacted state or federal laws or regulations which preempt local regulations or mandate the adoption of local regulations that conflict with or impede implementation of the Development Plan. Upon discovery of such a subsequently enacted federal or state law, City or Owner shall provide the other Party with written notice, a copy of the state or federal law or regulation, and a written explanation of the legal or regulatory conflict created. Within ten (10) days thereafter, City and Owner shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation. In such negotiations, City and Owner agree to preserve the terms of this Agreement and the rights of Owner and City as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Owner in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Owner or City. City also agrees to process, in the same expedited manner as set forth for Applications in Section 8.11, Owner's proposed changes to the Development Plan as needed to comply with such federal or state law, and to process those changes in accordance with City procedures. Any delays caused by such changes in state or federal law shall toll the term of this Agreement and the time periods for performance by Owner and City set forth in this Agreement.
- 8.13 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. Therefore, subject to any State requirement related to the completion of construction for which a building permit has been issued, Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.
- 8.14 Conditions, Covenants and Restrictions. Owner shall have the right, but not the obligation, to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion.

9. ANNUAL REVIEW.

- 9.1 Timing of Annual Review. Pursuant to Government Code Section 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Owner with the terms of this Agreement (“Annual Review”).
- 9.2 Standards for Annual Review. During the Annual Review, Owner shall demonstrate good faith compliance with the terms of this Agreement. “Good faith compliance” shall be established if Owner is in substantial compliance with the material terms and conditions of this Agreement.
- 9.3 Procedures for Annual Review. The Annual Review shall be conducted by the City Council or its designee. Owner shall be given a minimum of sixty (60) days’ notice of any date scheduled for an Annual Review. Owner shall not be limited in the information it presents to the City Council for the Annual Review and may, if needed, provide information to the City Council in the first instance at the City Council hearing on the Annual Review. Should the City Council designate a party other than itself to conduct the Annual Review, these same notice and procedural requirements shall apply to the conduct by the designee of the Annual Review.
- 9.4 Certificate of Compliance. At any time during any year that the City Council or its designee finds that Owner is not in Default under this Agreement, City shall, upon written request by Owner, provide Owner with a written certificate of good faith compliance within fifteen (15) days of City’s receipt of that request.

10. THIRD PARTY LITIGATION.

- 10.1 Third Party Litigation Concerning Agreement. Owner shall, at Owner’s expense, indemnify and hold City, its officers, employees and independent contractors engaged in project planning or implementation, harmless from any third-party claim, action or proceeding against City, its agents, officers or employees to attack, set aside, void, or annul the approval of this Agreement (collectively, “Third-Party Claims”). City shall promptly notify Owner of any Third-Party Claim and City shall cooperate in the defense.
- 10.2 Duty to Defend. Owner shall defend City against all Third-Party Claims at Owner’s expense with legal counsel selected by Owner. Owner shall advise City of its choice of counsel and consider, but not be obligated by, any input the City may provide regarding the retention of that counsel. With respect to any Third-Party Claim, if Owner asks City to participate in the defense of a Third-Party Claim, City shall participate. Even if not requested, City may elect to participate in the defense of any Third-Party Claim. Under either circumstance, (i) City may

select its own legal counsel to represent City in that defense and (ii) Owner shall reimburse City for the reasonable cost of that defense. For purposes of this Section 10.2, to “participate” in the defense of a Third-Party Claim shall mean that, whether through the City Attorney's office or outside counsel, the City shall appear in court hearings and trials, prepare and file briefs, and otherwise directly engage in litigation related to the Third-Party Claim.

- 10.3 Processing During Third Party Litigation. The filing of any third party lawsuit(s) against City or Owner relating to this Agreement, the General Plan, any Development Approvals, including Subsequent Development Approvals, or other development issues affecting the Property shall not delay or stop the development, processing, or construction of the Project, approval of Subsequent Development Approvals, or issuance of Development Approvals unless the third party obtains a court order preventing such activity. City shall not stipulate to the issuance of any such order without Owner’s prior written consent.

11. DEFAULTS, REMEDIES, AND WAIVERS.

- 11.1 Notice. Before either Party may declare a Default under this Agreement this Agreement, the procedures of this Section must be followed. In the case of a Default arising from the conduct of an Annual Review, the procedures of this Section shall be strictly followed and shall constitute a second and independent review of the good faith compliance of Owner.

The Party asserting a Default (the “Non-Defaulting Party”) may elect to do so by providing written notice to the Party alleged to be in Default (the “Defaulting Party”) setting forth the nature of the Default and the actions, if any, required by the Defaulting Party to cure the Default. The Defaulting Party shall be deemed in Default if the Defaulting Party fails to cure the Default within thirty (30) business days after the date of such notice (for monetary defaults) or within sixty business (60) days after the date of such notice (for non-monetary defaults)(“Cure Periods”). If the nature of the alleged Default is such that it cannot reasonably be cured within the applicable Cure Period, the Defaulting Party shall not be deemed to be in Default if it has commenced efforts to cure the Default within the applicable Cure Period and continues to diligently pursue completion of the cure.

- 11.2 Default Remedies. A Party who complies with the notice of Default and opportunity to cure requirements of this Section may, at its option, institute legal action to cure, correct, or remedy the alleged Default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance, or pursue any other legal or equitable remedy, with the

exception of termination of this Agreement. These remedies shall be cumulative rather than exclusive, except as otherwise provided by law.

- 11.3 Standard of Review. Any determination that a Party is in Default shall be based upon the preponderance of evidence. In any legal action alleging or challenging a Party's determination of Default, the court shall conduct a de novo review of compliance based on the administrative record and determine if the preponderance of evidence supports the claim of Default.
- 11.4 Waiver; Remedies Cumulative. There are no implied waivers. All waivers of performance must be in a writing signed by the Party granting the waiver. Failure by either Party to insist upon the strict performance of any provision of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future.

A written waiver affects only the performance specifically waived and defines the scope and duration of the waiver. Unless expressly stated in a written waiver, future performance of the same or any other condition is not waived.

A Party who complies with the notice and opportunity to cure requirements of this Agreement, where applicable, and pursues a legal or equitable remedy available under this Agreement does not waive its right to pursue any other remedy available under this Agreement, unless prohibited by statute, court rules, or judicial precedent.

Delays, tolling, and other actions arising under this Agreement shall not be considered waivers subject to this Section.

12. ENCUMBRANCES, ASSIGNMENTS, AND RELEASES.

- 12.1 Discretion to Encumber. This Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering some or all of the Property or any improvement on the Property with a Mortgage (see Section 5.19).
- 12.2 Mortgagee Protection. City acknowledges that any lender(s) providing financing secured by the Property and/or its improvements may require Minor Changes. If requested by Owner or a lender, City shall meet with Owner and representatives of the lender(s) to negotiate in good faith any such Minor Changes. City will not unreasonably withhold or delay its consent to a requested Minor Change provided the Minor Change is consistent with the intent and purposes of this Agreement. The following terms and conditions apply to all Mortgages:

- 12.2.1 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value.
- 12.2.2 If City timely receives a request from a Mortgagee requesting a copy of any notice of Default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days after receiving the Mortgagee's request. The Mortgagee shall have the right, but not the obligation, to cure the Default during the remaining cure period allowed Owner under this Agreement.
- 12.2.3 Except as otherwise provided within this Agreement, any Mortgagee who comes into possession of some or all of the Property pursuant to foreclosure of a Mortgage or deed in lieu of such foreclosure or otherwise, shall:
- Take the property acquired subject to the terms of this Agreement and as Owner's successor;
 - Have the rights and obligations of an Assignee as set forth in Sections 12.3 and 12.4;
 - Have the right to rely on the provisions of Section 8 of this Agreement, provided that any development proposed by the Mortgagee is in substantial conformance with the terms of this Agreement; and
 - Not be liable for any Defaults, whether material or immaterial, or monetary obligations of Owner arising prior to acquisition of title to the Property by the Mortgagee, except that the Mortgagee may not pursue development pursuant to this Agreement until all delinquent and current fees and other monetary obligations, if any, due to the City under this Agreement for the portions of the Property acquired by the Mortgagee have been paid to City.
- 12.3 Assignments of Interest in Agreement. Owner shall have the right to sell, transfer, or assign some or all of the Property at any time during the Term (a "Property Conveyance"). Any sale, transfer, or assignment of Owner's rights and obligations under this Agreement (collectively, an "Assignment") in connection with a Property Conveyance, however, shall be subject to the requirements outlined below.

- 12.3.1 *Assignments Requiring City's Consent.* The qualifications and identity of Owner are of particular concern to the City. It is because of those qualifications and identity that the City has entered into this Agreement with Owner. The City has negotiated the terms of this Agreement in contemplation of the construction of the Parking Facilities. Accordingly, from the Effective Date until the issuance of a Release of Construction Covenants for the Parking Facilities, all Assignments by Owner shall be subject to the terms of this Section 12.3.
- 12.3.2 *Assignments Permitted Without City's Consent.* Notwithstanding any other provision of this Agreement, Assignments related to the following Property Conveyances and other transactions shall not require City consent:
- The conveyance or dedication of any portion of the Property to a public agency, including the City.
 - The granting of easements or permits to facilitate construction of the Parking Facilities.
 - The granting of easements or permits for utility purposes.
 - Transactions for financing purposes, including the grant of a deed of trust to secure the funds necessary for land acquisition, construction, and/or permanent financing of any portion of the Project.
 - The acquisition of some or all of the Property by a Mortgagee in its capacity as a Mortgagee, such as through foreclosure or a deed in lieu of foreclosure.
 - If Owner is a publicly held corporation, real estate investment trust or publicly held partnership, a transfer of stock or other shares, provided there is no material change in the actual management and control of Owner.
 - Transactions with an Owner affiliate, provided that, following the transaction, Owner shall (i) retain an ownership and operational interest in the Project (directly or indirectly) and (ii) Owner's current representatives shall remain the primary Owner representative(s) for purposes of communication with the City.

- Transactions which have the effect of merging Owner's interest in the Property with current or acquired interests of other entities, provided that, following the transaction, Owner shall (i) retain an ownership and operational interest in the Project (directly or indirectly) and (ii) Owner's current representatives shall remain the primary Owner representative(s) for purposes of communication with the City.
- Entering into reciprocal easement agreements and CC&Rs with tenants and end users, related to some or all of the Project.

12.3.3 *City Consideration of Requested Assignment.* The City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of an Assignment made pursuant to this Section 12.3 which requires the City's approval, provided the Owner delivers written notice to the City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed assignee's development and/or operational qualifications and experience and its financial commitments and resources in sufficient detail to enable the City to evaluate the proposed assignee pursuant to the criteria set forth in this Section 12.3. The City may, in considering any such request, take into consideration such factors as, without limitation, the assignee's experience and expertise, the assignee's past performance as developer or operator of similar developments, and the assignee's current financial condition and capabilities.

12.3.4 *Assignment and Assumption Agreement.* Prior to any Assignment (whether or not an Assignment requiring the City's consent), Owner shall give written notice to City of the Assignment and satisfactory evidence that the assignee has assumed in writing through an assignment and assumption agreement all of the Owner's obligations set forth in this Agreement (an "Assignment and Assumption Agreement"). The Assignment and Assumption Agreement shall be in a form reasonably satisfactory to the City's legal counsel.

12.3.5 *City's Action on Request for Consent.* Within fifteen (15) days after the receipt of the Owner's written Notice requesting City approval of an Assignment, the City shall either approve or disapprove the proposed assignment or shall respond in writing by stating what further information, if any, the City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Owner shall promptly provide to the City the requested information. Within fifteen

(15) days after the receipt of such information, the City shall approve or disapprove the requested Assignment. Upon the effective date of an assignment approved by the City, Owner shall be released from all obligations to the City under this Agreement with respect to the portion of the Property which is the subject of the Assignment.

12.4 Effect of Assignment. Unless otherwise stated within the Assignment, upon an Assignment:

- The Assignee shall be liable for the performance of all remaining obligations of Owner with respect to those portion of the Property which are conveyed pursuant to the Property Conveyance (the "Transferred Property"), but shall have no obligations with respect to any portions of the Property not conveyed (the "Retained Property").
- The owner of the Retained Property shall be liable for the performance of all obligations of Owner with respect to the Retained Property, but shall have no further obligations with respect to the Transferred Property.
- The Assignee's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the Assignee were the Owner.

13. MISCELLANEOUS PROVISIONS.

13.1 Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

13.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement of City and Owner with respect to the matters set forth in this Agreement. This Agreement supersedes all negotiations or previous agreements between City and Owner respecting the subject matter of this Agreement.

13.3 Recorded Statement Upon Termination. Upon the completion of performance of this Agreement or its cancellation or termination, a statement evidencing completion, cancellation, or termination signed by the appropriate agents of the Parties shall be recorded in the Official Records of Los Angeles County, California.

13.4 Project as a Private Undertaking. It is specifically understood by the Parties that (i) the Project is a private development, (ii) City has no responsibility to third parties concerning any improvements to the Property unless City accepts the improvements pursuant to the provisions of this Agreement or in connection with subdivision map approvals, and (iii) Owner shall have exclusive control of the Property.

- 13.5 Incorporation of Recitals. Each of the Recitals set forth at the beginning of this Agreement are part of this Agreement.
- 13.6 Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify or aid in the interpretation, construction, or meaning of any of the provisions of this Agreement.
- 13.7 Consent. Where the consent or approval of City or Owner is needed to implement Development under this Agreement, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.
- 13.8 Covenant of Cooperation. The Parties shall cooperate and act in good faith to assist each other in the performance of the provisions of this Agreement.
- 13.9 Execution and Recording. The City Clerk shall cause a copy of this Agreement to be signed by the appropriate representatives of the City and recorded with the Office of the County Recorder of Los Angeles County, California, within ten (10) days following the effective date of the ordinance adopting this Agreement. The failure of the City to sign and/or record this Agreement shall not affect the validity of this Agreement.
- 13.10 Delay for Events Beyond the Parties' Control. Performance by either Party of its obligations under this Agreement shall be excused, and the Term shall be extended, for periods equal to the time during which (1) litigation is pending which challenges any matter, including compliance with CEQA or any other local, state, or federal law, related in any way to the approval or implementation of all or any part of the Development Plan or (2) a delay caused by any event beyond the control of the performing Party prevents or delays performance by that Party of an obligation under this Agreement. All such extensions shall be cumulative. Such events shall include, by way of example and not limitation, acts of nature, enactment of new federal or state laws or regulations, judicial actions such as the issuance of restraining orders and injunctions, delay in the issuance of bonds or formation of the Parking District, riots, strikes, and damage to work in process by reason of fire, mud, rain, floods, earthquake, or other such casualties. With respect to litigation, any such extension shall be equal to the time between the filing of litigation, on the one hand, and the entry of final judgment or dismissal, on the other.

If either Party seeks excuse from performance, it shall provide written notice of such delay to the other Party within thirty (30) days after the commencement of such delay. Any disagreement between the Parties with respect to whether this Section applies to a particular delay or default is subject to the filing by either Party of an action for judicial review of the matter, including requests for declaratory and/or injunctive relief.

- 13.11 Interpretation and Governing Law. In any dispute regarding this Agreement, the Agreement shall be governed and interpreted in accordance with the laws of the State of California. Venue for any litigation concerning this Agreement shall be in Los Angeles County, California.
- 13.12 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.
- 13.13 Estoppel Certificate. Within ten (10) business days following a written request by either of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured Defaults under this Agreement or the responding Party alleges that specified (date and nature) Defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Party and that there are no uncured Defaults in the performance of the requesting Party, except as may be represented by the requesting Party. Owner shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section prior to City's issuance of such certificates.
- 13.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 13.15 Future Litigation Expenses.
- 13.15.1 Payment to Prevailing Party. If either Party brings a legal or equitable proceeding against the other Party which arises in any way out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and all other reasonable costs and expenses incurred in that proceeding.
- 13.15.2 Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the termination of this Agreement.
- 13.15.3 Limitation of Liability. Owner's obligations under this Agreement are solely those of Owner. In no event shall any present, past or future officer, director, shareholder, member, employee, partner, affiliate,

manager, representative or agent of Owner (a "Related Party") have any personal liability, directly or indirectly, under this Agreement. Recourse in any way connected with or arising from this Agreement shall not be available against any Related Party

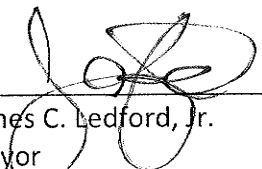
Owner and City have executed this Agreement on the dates set forth below.

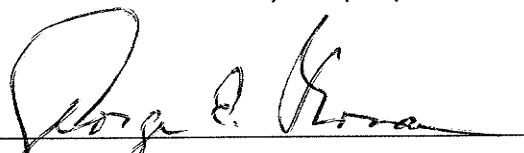
CITY

OWNER

City of Palmdale

Palmdale Investment Company, LLC,
a California limited liability company


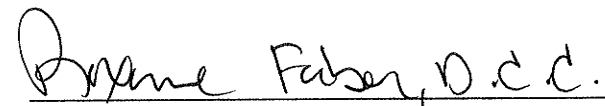
By: 
James C. Ledford, Jr.
Mayor

By: 
George E. Thomas
Its: Managing Member

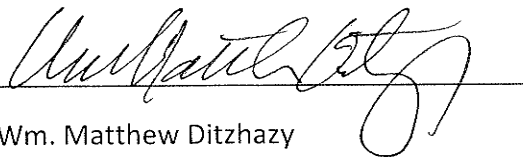
DATE:

DATE:

ATTEST:

 
Rebecca Smith,
City Clerk

APPROVED AS TO FORM:

By: 
Wm. Matthew Ditzhazy
City Attorney

DATE:

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) ss:

On 2-11-17, 2017 before me, SHABBIR AZAM NOTARY PUBLIC
(insert name and title of the officer),

personally appeared George Edouard Thomas, 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: [Handwritten Signature]

[Seal]



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)
) ss:
COUNTY OF Los Angeles)

On May 25, 2017 before me, Lisa Roxanne Faber, Notary Public
(insert name and title of the officer),

personally appeared James C. Ledford, JR., 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: Lisa Roxanne Faber

[Seal]



EXHIBIT "A"

LEGAL DESCRIPTION

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA BEING THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE, ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SOUTH 89°53'26" EAST, 50.00 FEET TO A POINT ON THE EASTERLY LINE OF THE EASEMENT DESCRIBED IN PART A OF THE ROAD DEED RECORDED FEBRUARY 3, 1967 AS INSTRUMENT NO. 1895, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE, ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES:

1. NORTH 00°32'20" WEST, 71.77 FEET;
2. NORTH 01°22'13" EAST, 300.17 FEET;
3. NORTH 00°32'20" WEST, 218.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 27.00 FEET;
4. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°11'04" AN ARC LENGTH OF 45.33 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 05°38'44" WEST, SAID COMPOUND CURVE BEING THE SOUTHERLY LINE OF THE EASEMENT DESCRIBED IN THE ROAD DEED RECORDED FEBRUARY 1, 1957 IN BOOK 53536, PAGE 146, OFFICIAL RECORDS OF SAID COUNTY.

THENCE, ALONG SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°13'29" AN ARC LENGTH OF 385.08 FEET;
2. SOUTH 61°07'47" EAST, 432.47 FEET TO THE SOUTHWESTERLY LINE OF THE EASEMENT DESCRIBED IN THE DOCUMENT ENTITLED "AMENDED FINAL ORDER OF CONDEMNATION" RECORDED MAY 17, 2011 AS INSTRUMENT NO. 20110695447, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG THE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY LINES OF THE PARCELS DESCRIBED IN SAID DOCUMENT, THE FOLLOWING SIX (6) COURSES:

1. SOUTH 51°38'47" EAST, 254.92 FEET;
2. SOUTH 61°07'47" EAST, 64.35 FEET;
3. SOUTH 16°06'22" EAST, 34.40 FEET;
4. SOUTH 29°03'41" WEST, 290.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 466.50 FEET;

5. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°42'32" AN ARC LENGTH OF 152.33 FEET;
6. SOUTH 54°17'21" WEST, 23.09 FEET TO THE SOUTHERLY LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE, ALONG SAID LINE, NORTH 89°55'37" WEST, 209.72 FEET TO THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE, ALONG SAID LINE, NORTH 00°37'42" WEST, 335.60 FEET TO SAID SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
THENCE, ALONG SAID SOUTHERLY LINE, NORTH 89°53'26" WEST, 619.58 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 12.13 ACRES, MORE OR LESS.

EXHIBIT "B"

DEPICTION OF THE PROPERTY



EXHIBIT "C"

ADDITIONAL PUBLIC BENEFITS

Public Benefit	Description	Timing
1 Donation to Palmdale Community Foundation	Owner shall pay Seventeen Thousand Five Hundred Dollars (\$17,500.00) to the Palmdale Community Foundation to be used to support community activities related to healthy lifestyle.	\$7,500 upon occupancy of second medical office building within the Project, with \$2,500 per year paid on the four anniversary dates of that first payment.
2 Sustainability	The Project will comply with all mandatory provisions of the California Green Building Standards Code.	At the times required under applicable regulations.
3 Charging Stations	The Project's parking structures shall include up to 10% (as determined by Owner), more charging stations than otherwise required by applicable regulations.	As built.
4 Public Spaces	Owner shall provide the City with criteria for the use of public spaces within the Project area for activities such as health fairs, education seminars, marathons, festivals, special health screenings, and other healthy-living themed events.	Prior to occupancy of the third medical office building within the Project.
5 Non-Profit Health Care Provider Leases	Owner shall develop a program to facilitate short-term, below-market leases to local non-profit health care providers for up to a cumulative total of 2,000 sf of office space.	After completion of the Project and occupancy of all buildings within the Project.
6 Hiring	To the extent within its control, commercially feasible and reasonable, and consistent with all applicable laws, Owner shall encourage the hiring of local, women-owned, and minority-owned firms or local residents, women and minority individuals (i) for Project construction and (ii) by future tenants of the Project. ¹	As applicable.
7 Shuttle Access	Developer shall use its best efforts to develop a commercially feasible and reasonable program for a service to transport seniors within the City to the Project.	After the Project is complete and fully leased.

¹ Where applicable, one example of how this provision may be satisfied with respect to tenants is that, prior to the occupancy of space by a tenant, Owner may provide a written statement to the tenant which includes words to the effect of "Owner encourages Tenant to hire or contract with local, women-owned, or minority-owned firms or local residents, women, and minorities as part of its business practices."

EXHIBIT "D"

FEES

Fee Category	Disposition	Timing of Payment
<p>1 Development Fees (See Section 5.11)</p>	<p>Development Fees shall be paid for those Development Fees in effect on the Effective Date at the rates in effect on the Effective Date. If, after the Effective Date, the City cumulatively decreases the rate of any Development Fee by 50% or more, the Project shall be subject only to the reduced rate.</p> <p>Under no circumstance shall Owner be required to pay more than Three Million Dollars (\$3,000,000) toward the combined amount of (the "Combined Fee Cap"):</p> <ul style="list-style-type: none"> • Development Fees (including the full amount of all Development Fees paid through the Parking District with respect to the Parking Facilities); and • Administrative Fees (see Item 2 below). 	<p>Subject to the Combined Fee Cap, Development Fees incurred before completion of construction of the second parking structure for the Project shall be paid upon completion of that construction and the certification by the City that the second parking structure is available for use. Development Fees incurred after that date shall be paid when due under applicable City regulation.</p>
<p>2 Administrative Fees (See Section 5.1)</p>	<p>Owner shall pay all Administrative Fees which would normally be charged for all projects within the City under City regulations in effect at the time payment is due.</p> <p>Under no circumstance shall Owner be required to pay more than the Combined Fee Cap toward:</p> <ul style="list-style-type: none"> • Development Fees (including the full amount of all Development Fees paid through the Parking District with respect to the Parking Facilities); and • Administrative Fees. 	<p>Subject to the Combined Fee Cap, Administrative Fees shall be paid at the time those fees would normally be paid for all projects within the City under City regulations in effect when that payment is normally due.</p>
<p>3 Pass-Through Fees (See Section 5.30)</p>	<p>Owner shall pay all Pass-Through Fees which are collected, but not imposed, by the City.</p>	<p>Pass-Through Fees shall be paid at the time those fees would normally be paid for all projects within the City, provided that no Pass-Through Fees shall be collected from the Project more than thirty (30) days before those fees are required to be delivered to the pass-through agencies.</p>



City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
DISTRICT: 1
SUBJECT: APPROVE AGREEMENT WITH NINTH PATRIOT, LLC FOR
DEFERMENT OF UNDERGROUNDING OF TRANSMISSION
MAINLINES FOR SITE PLAN REVIEW NO. 19-001

ISSUE

Approve agreement with Ninth Patriot, LLC for the deferment of undergrounding of transmission mainlines for Site Plan Review No. 19-001.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8601 with Ninth Patriot, LLC for the deferment of undergrounding of transmission mainlines for Site Plan Review No. 19-001 (31-Unit Multi-Family Housing Project); and,
2. Authorize the City Manager, or her designee to execute Agreement No. A-8601 with Ninth Patriot, LLC, including non-substantive changes.

BACKGROUND

Under Resolution No. PC-2020-032, the Planning Commission approved a new development to allow a multiple-family housing complex located at the southwest corner of 9th Street East and Avenue Q-11, under Site Plan Review No. 19-001. This development (filed by Ninth Patriot, LLC, formerly known as Patriot Construction and Development, LLC) is set to construct four three-story multiple-family residential buildings, consisting of thirty-one residential units.

DISCUSSION

As part of the required conditions for this project, the City Code requires transmission lines less than 50kV and all other utility lines, existing and proposed, to be installed underground. The developer has expressed financial hardship due to the cost of undergrounding the transmission mainlines for this project. The developer has requested a twenty-four-month deferment of undergrounding the existing transmission mainline

Report to Mayor and City Council

Re: Approve Agreement No. A-8601 with Ninth Patriot, LLC for Deferment of Undergrounding of Transmission Mainlines for Site Plan Review No. 19-001.

December 6, 2023

Page 2

along the project frontage after the first City of Palmdale Building Permit for any activity requiring a building permit for the project approved by Resolution No. PC-2020-032.

The request to defer the underground transmission mainline will benefit the developer by allowing construction to begin and providing additional time to secure funding to underground the mainline. A temporary connection to existing overhead transmission lines will allow for the completion and occupancy of the residential units until the lines are underground. Deferment of the undergrounding will facilitate providing new housing for the community.

FISCAL IMPACT

There is no fiscal impact associated with this action. The developer shall be solely responsible for all costs related to undergrounding improvements, including but not limited to, costs related to planning, surveys, design, permitting, plan check, installation of underground conduits and vaults, and all Southern California Edison-related costs and expenses. The developer shall provide a \$1.5-million-dollar construction bond for undergrounding the transmission mainline, before commencement of construction.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

- A. Seek innovative, cost-effective, customer-focused methods of service delivery.
- B. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

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

ATTACHMENTS

1. Agreement No. A-8601
2. Exhibit "A" – Description of Developer's Property
3. Exhibit "B" - Estimated Cost for Undergrounding of Transmission Lines
4. Attachment No. 1 – Resolution No. PC-2020-032

AGREEMENT NO. A-8601
AGREEMENT FOR DEFERMENT OF UNDERGROUNDING OF
TRANSMISSION MAINLINES BETWEEN THE CITY OF PALMDALE AND
NINTH PATRIOT, LLC

This Agreement for deferment of Undergrounding Transmission Lines (“Agreement”) is entered into between the City of Palmdale, a municipal corporation (“City”) and Ninth Patriot, LLC, a California limited liability company (“Developer”) and is effective on the date it is fully executed. City and Developer are sometimes referred to herein as the “Parties”, and individually as a “Party”. In consideration of the mutual promises and benefits described herein, the Parties hereto agree as follows:

1. Intent of the Parties

This Agreement is made with respect to the following facts and purposes, which each of the Parties hereto agree are true and correct:

- A. Developer is the owner of the certain real property consisting of 8 contiguous parcels located on the southwest corner of 9th Street East and Avenue Q-11, Palmdale, California and is identified as Los Angeles County Tax Assessor’s Parcel Numbers 3009-018-009, 3009-018-010, 3009-018-011, 3009-018-012, 3009-018-013, 3009-018-014, 3009-018-015 and 3009-018-016 (“Developer’s Property”). Developer’s Property is described more particularly on Exhibit “A” attached hereto and incorporated herein by this reference.
- B. Developer plans to develop a multifamily residential use on Developer’s Property, consisting of 31-units. On July 23,2020, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2020-032 approving Planning Application No. 19-001 for development of 31-unit multiple family residential development on Developer’s Property (“Project”).
- C. Developer’s Property is in a subdivision where utilities have not been undergrounded and are fronted by transmission lines less than 50KV and other overhead utilities such as telephone lines and cable television lines.
- D. As part of the Project, Developer was conditioned to underground all transmission lines less than 50KV and all other utility lines, existing and proposed in accordance with the City’s Underground Utilities Ordinance fronting the Project.
- E. The cost for undergrounding all transmission lines has been a barrier to commencement of the project. The Developer has requested a 24-month deferment of the undergrounding requirement to facilitate the commencement of the project and its subsequent financial stabilization at which time or earlier, the Developer will incur the cost of undergrounding, regardless of any financial or other impediment.

- F. Developer is requesting a 24-month deferment of the commencement of the condition to underground transmission lines under section 12.04.170 - Deferment of Undergrounding, of the City of Palmdale Municipal Code-Chapter 12 – Streets, Sidewalks and Public Places.
- G. Developer is also requesting permission to temporarily connect to existing overhead transmission lines to allow for completion and occupancy of the residential units until such time as the lines are undergrounded.
- H. The Deferment of the undergrounding requirement will benefit the Developer's Property by allowing it to be developed until such time it is adequately stabilized and able to finance the undergrounding project. Deferment of the undergrounding will facilitate providing new housing for the community, 40% of which will be dedicated to occupants qualifying as very Low to Moderate under applicable income housing affordability guideline. Further, development of the Developer's Property will increase property tax revenue and may lead to continued housing development on the remaining 2 acres contiguous to the Developer's Property.
- I. Developer will be solely responsible for all costs related to the subject Undergrounding Improvements, including but not limited to, costs related to planning, surveys, design, permitting, plan check, installation of underground conduits and vaults, and all Southern California Edison related costs and expenses.
- J. City and Developer desire to enter into this Agreement to facilitate development of this affordable housing Project.

Now, therefore, for valuable consideration given and accepted by the Parties, the Parties agree as follows:

A. Agreement

- A. In all respects, as are set forth in Part A, the Intent of the Parties, which in its entirety, is incorporated by reference into this Agreement.

B. General Required Improvements

1. As per item number 72 of resolution No. PC-2020-032 of the City of Palmdale's Planning Commission (attached hereto as Attachment No. 1), transmission lines less than 50KV and all other utility lines, existing and/or proposed, shall be installed underground in accordance with the City's Underground Utilities Ordinance, as amended from time to time.
2. The Undergrounding of Transmission lines is to be divided into two categories of performance and responsibility. The installation of all underground conduits and vaults is to be performed by the Developer in

a timely and first-class professional manner and the installation of the transmission lines and their subsequent connection to the grid are to be performed by the respective Utilities Company.

2. Agreement for Deferment

- A. Developer shall submit to the Utilities Companies including Southern California Edison (“SCE”) in complete form and with all payments due, all applications, designs construction drawings, and required submittals for approval on or before twenty-four (24) calendar months after the first City of Palmdale Building Permit is issued, unless otherwise required by the Utility Company.
- B. Developer shall install all necessary underground conduits and vaults as designed and approved by SCE (“Developer’s Portion of Electric Improvements”) on or before twenty-four (24) calendar months after the first City of Palmdale Building Permit is issued for any activity requiring a building permit for the project approved by Resolution PC-2020-032.
- C. Developer shall install necessary underground conduits for non-electric transmission lines such as telephone and cable television as approved by respective agencies (“Developer’s Portion of Non-Electric Transmission Lines”) on or before twenty-four (24) calendar months after the first City of Palmdale Building Permit is issued for any activity requiring a building permit for the project approved by Resolution PC-2020-32.
- D. Developer shall install streetlights as per street light plan on or before twenty-four (24) calendar months after the first City of Palmdale Building Permit is issued for any activity requiring a building permit for the project approved by Resolution PC-2020-032.
- E. Developer shall oversee and coordinate with the SCE the removal of all Edison poles fronting the Project and placement of the transmission lines underground and connection of streetlights (“SCE’s Portion of Electric Improvements”).
- F. Developer shall oversee and coordinate with the appropriate utility providers for the installation of telephone and cable television lines (“Utility Providers Portion of Non-Electric Transmission Lines”).
- G. Developer agrees to prepare and maintain all books, records, reports and correspondence to or from contractors, subcontractors and utility providers and other persons relating to the undergrounding of the transmission lines. Developer shall compile all such records and turn them over to the City on or before the lapse thirty (30) days after City notice to Developer.
- H. City agrees to allow connection to overhead utilities during and after construction until such time as the undergrounding has been completed no later than on or

before twenty-four (24) calendar months after the first City of Palmdale Building Permit is issued for any activity requiring a building permit for the project approved by Resolution PC-2020-032 unless otherwise specified in the "Exception to Default" or as agreed upon the Director.

3. Default

- A. If Developer fails to submit all necessary documents to begin the SCE application process pursuant to Section 2 (including subsections ZA through and including ZH) of this Agreement, Developer shall be in default of this Agreement.
- B. If construction of the Subject Undergrounding Improvements as described under this Agreement as Developer's Portion of Electric Improvements and Developer's Portion of Non-Electric Improvements is not completed and signed off within 24 months of the date of this Agreement, Developer shall be in default of this Agreement.
- C. If the installation of streetlights as per approved plans are not completed within twenty-four (24) months of this Agreement, Developer shall be in default of this Agreement.
- D. In the event of default by Developer, their successor or assignees, the City may, in City sole and absolute discretion, provide an extension to the Developer or may, without prior notice to Developer enforce the security bonds to cause all works, improvements, actions and payments to benefit City and full condition 72 of Attachment No. 1 be done.

4. Exceptions to Default

- A. If Developer has performed all Improvements as described under this Agreement as Developer's Portion of Electric Improvements and Developer's Portion of Non-Electric Improvements, within 24 months of the date of this agreement, but SCE and/or other utilities have failed to complete their portion of the Subject Undergrounding Improvements, the Developer shall not be in default of this agreement. Further, the developer shall be permitted to continue to be supplied by overhead utilities until such time that the respective utilities have completed their portion of the Subject Undergrounding Improvements.
- B. If the Developer has installed all streetlights as per plans but SCE has failed to connect the streetlights to the grid within 24 months of the date of this agreement, the Developer shall not be in default of this agreement.

5. Improvement Security – Surety Bond

- A. The Estimated Construction Cost of Undergrounding of Transmission Lines as provided as “Exhibit B”, shall be approved by the City Engineer.
- B. Upon approval by the City Engineer and City Attorney, Developer shall provide a performance bond or security by one or more duly authorized corporate sureties in the amount of one hundred fifty (150) percent of the City’s Estimated Construction Cost, per Exhibit B, shall be required to guarantee the construction or installation of all improvements. Performance bond or security shall be rounded up in the amount of 1.5-million-dollars, plus a ten (10) percent contingency cost.
- C. The City shall authorize in writing the release of a portion or all the security in conjunction with the unconditional acceptance of satisfactory completion of Subject Undergrounding Improvements that are the purpose of this Agreement.

6. Notices

- A. All notices and demands shall be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two business days following deposing the United States mail, postage prepaid, certified, or registered, return receipt requested, or (b) one business day following deposit with an overnight carrier service. The Parties will address such notices as provided below or as may be amended by written notice:

CITY: City of Palmdale
Attention: City Manager
38300 Sierra Highway, #A
Palmdale, CA 93550

Copy to: City of Palmdale
Attention: City Attorney
38300 Sierra Highway, #A
Palmdale, CA 93550

DEVELOPER: Ninth Patriot, LLC
Attention: Robert Sarkissian
445 W. Palmdale Blvd., Suite P
Palmdale, CA 93551

7. General

- A. Choice of Law. This Agreement is made under and in all respects will be interpreted, enforced, and governed by the laws of the State of California.
- B. Jurisdiction. Any action by either Party shall be brought in the appropriate State of Federal court of competent jurisdiction within the County of Los Angeles, State of California, with jurisdiction over the City of Palmdale notwithstanding any other provision of law.
- C. Amendment. This Agreement cannot be altered, amended or modified in any way without express written consent of each Party hereto or their authorized successor-in-interest.
- D. Assignment. This Agreement shall not be assignable by either Party in whole or in part without the prior written consent of the other Party, which written consent shall not be unreasonably withheld. The assigning Party shall provide to the other Party thirty (30) business days' advanced notice of any such proposed assignment.
- E. Binding on Successors. Except as further provided in this Section, this Agreement shall be binding on and insure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, assigns, executors, and administrators.
- F. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, relating to the undergrounding of transmission lines are merged into this Agreement and shall be of no further force or effect for the land use entitlements and agreements pertaining to the Developer's property.
- G. Developer Not Agent of City. Neither Developer nor any of Developer's agents or contractors are or shall be considered to the agents of the City in connection with the performance of the Developer's obligations under this Agreement.
- H. Legal Responsibilities. Developer shall keep itself informed of all local, State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its obligations pursuant to this Agreement. Developer at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Developer to comply with this Subparagraph.
- I. Time of the Essance. Time is of the essence as to all performance due under of this Agreement.

- J. Interpretation and Construction. Each Party has reviewed this Agreement and each has had the opportunity to have its respective counsel review and revise this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not apply in the interpretation of this Agreement or Exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subparagraphs of this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- K. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.
- L. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Developer and City each warrant and represents that he or she has the authority to execute this Agreement on behalf of Developer or City, as applicable, and has the authority to bind Developer or City, as applicable, to the performance of its obligations hereunder.
- M. Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- N. Attachments. The following are attached to this Agreement, and each is incorporated into this Agreement as though set forth in full:

Attachment No. 1 – Resolution No. 2020-032 of the City of Palmdale Planning Commission.

“Exhibit A” – Description of Developer’s Property

“Exhibit B” – Estimated Cost for Undergrounding of Transmission Lines

IN WITNESS WHEREOF, this agreement has been executed as of the date set forth below:

Dated: _____

Ninth Patriot, LLC, a Limited Liability Corporation

BY: _____
Robert Sarkissian, President

City of Palmdale

Laura Bettencourt, Mayor

Approved as to form:

ATTEST:

William P. Curley, III
City Attorney

Roxanne Faber, Acting City Clerk

“Exhibit A”

Description of Developer’s Property

LEGAL DESCRIPTION AFTER LOT MERGER:

LOTS 12, 13, 14, 15, 16, 17, 18, AND 19, IN BLOCK 2. OF TRACT NO. 2576, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 25 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNs # 3009-018-009, 3009-018-010, 3009-018-011, 3009-018-012,
3009-018-013, 3009-018-014, 3009-018-015, and 3009-018-016

"EXHIBIT B" - Estimated Cost for Undergrounding Transmission Lines (PT 1)
Preliminary Dry Utility Cost Estimate

Project: 9th St. E. at E. Q-11
 Location: City of Palmdale
 Component: Conversion at Site, Prevailing Wages

Client: City of Palmdale
 Date: 11.10.21
 Rev.: 01

ELECTRIC ADVANCEMENTS / REFUNDS / FEES		QUANTITY	UNIT	PRICE	TOTALS	REFUNDS
1	DISTRIBUTION FOOTAGE ADVANCEMENT	0	L.FT.	\$26.50	\$0	
2	REFUNDABLE CIAC TAXES	0	%	0.24	0	
3	SWITCHES AND/OR TRANSFORMERS/CABLE	1	LS.	0	0	
4	REFUNDABLE CIAC TAXES	0	%	0.24	0	
5	LOOPED SYSTEM - PARALLEL CABLE	0	EA.	13	0	
6	STRUCTURE CREDITS	0	LS.	1,740		0
					0	
7	NON-REFUNDABLE CIAC TAXES	13,671	L.FT.	0.00	0	
8	3/4 OF 1% OWNERSHIP FEES @ 13TH MONTH PLUS	1	LS.	0	0	
9	PEDESTAL SERVICES	1	EA.	2,150	2,150	
10	REAL ESTATE FEES (Per Each Tract-Estimated)	1	EA.	550	550	
11	RELOCATIONS / REMOVALS	1	LS.	33,000	33,000	
12	CONVERSIONS (960')	1	LS.	237,000	237,000	
	TOTAL ELECTRIC ADVANCEMENT				\$272,700	
13	POTENTIAL REFUNDS (DISCOUNT OPTION)	1	LS.	0	0	\$0
	NET ELECTRIC FEES				\$272,700	

STREET LIGHT EXPENSES / ENERGY FEES		QUANTITY	UNIT	PRICE	TOTALS	
1	STREETLIGHTS - Cobra. (Utility Owned & Maint.)	0	EA.	\$3,100	\$0	
2	STREETLIGHT TAXES	0	%	0.24	0	
3	ADVANCED ENERGY FEES (Single Payment)	0	EA.	385	0	
4	STREETLIGHTS (Private)	5	EA.	8,000	40,000	
	NET STREETLIGHT EXPENSES				\$40,000	

TELEPHONE ADVANCEMENTS / REIMB. / FEES		QUANTITY	UNIT	PRICE	TOTALS	REFUNDS
1	REAL ESTATE CHARGES	0	EA.	\$270	\$0	
2	MPOE / PRIVATE SYSTEM	1	LS.	0	0	
3	RELOCATION / CONVERSION (560')	1	LS.	75,600	75,600	
	TOTAL TELEPHONE ADVANCEMENT				\$75,600	
4	POTENTIAL REAL ESTATE REFUNDS	1	LS.	0		\$0
5	JOINT / SOLE TRENCH REIMBURSEMENTS	0	L.FT.	0.00		\$0
6	POTENTIAL STRUCTURE REIMBURSEMENTS	0	LS.	0		\$0
	NET TELEPHONE FEES				\$75,600	

CABLE TELEVISION ADVANCEMENTS / FEES		QUANTITY	UNIT	PRICE	TOTALS	
1	INSTALLATION FEE	0	EA.	\$225	\$0	
2	RELOCATION / CONVERSION (1,200')	1	LS.	36,400	36,400	
	NET CABLE TELEVISION FEES				\$36,400	

GAS ADVANCEMENTS / FEES		QUANTITY	UNIT	PRICE	TOTALS	REFUNDS
1	DISTRIBUTION FOOTAGE ADVANCEMENT	0	L.FT.	\$28.00	\$0	
2	DISTRIBUTION JT CREDIT	0	L.FT.	1		0
3	DISTRIBUTION FOOTAGE ADVANCEMENT TAXES	0	%	0.24	0	
4	SERVICE/STUB ADVANCEMENT (W/CIAC)	0	EA.	250	0	
5	GAS METER / REGULATOR ADVANCEMENT	0	EA.	200	0	
6	APPLICANT DESIGN CREDIT	0	EA.	11		0
					0	
7	EXCESS SERVICE FOOTAGE FEE	0	L.FT.	5.50	0	
8	RELOCATIONS	1	LS.	0	0	
	TOTAL GAS ADVANCEMENTS				\$0	
9	POTENTIAL REFUNDS	0	EA.	780	0	\$0
	NET GAS FEES				\$0	

	MAINLINE - CONTRACTOR EXPENSES	QUANTITY	UNIT	PRICE	TOTAL	CIAC
1	TRENCH JOINT - ELEC/TELE/CATV/GAS/TECH	0	L.FT.	\$21.50	\$0	\$0
2	TRENCH JOINT - ELEC/TELE/CATV	1,060	L.FT.	17.50	18,550	2,279
3	TRENCH JOINT - ELEC/GAS	0	L.FT.	17.50	0	
4	TRENCH JOINT - TELE/CATV	110	L.FT.	17.50	1,925	
5	TRENCH SOLE - ELECTRIC	240	L.FT.	17.50	4,200	516
6	TRENCH SOLE - ELECTRIC (Pvt. StLt)	1,140	L.FT.	17.50	19,950	
7	TRENCH SOLE - TELEPHONE	20	L.FT.	17.50	350	
8	TRENCH SOLE - CATV	0	L.FT.	17.50	0	
9	TRENCH SOLE - TECH	0	L.FT.	17.50	0	
10	TRENCH SOLE - GAS	0	L.FT.	17.50	0	
11	3" SAND BASE	2,570	L.FT.	3.40	8,738	540
12	12" SAND SHADE OVER ELECTRIC	2,440	L.FT.	5.80	14,152	512
13	12" SAND SHADE OVER TELE / CATV / TECH	1,190	L.FT.	5.80	6,902	
14	12" SAND SHADE OVER GAS	0	L.FT.	5.80	0	
15	18" SAND SHADE OVER GAS (RSM Only)	0	L.FT.	11.00	0	
16	ENCASEMENT ELECTRIC	620	L.FT.	39.00	24,180	130
17	ENCASEMENT TELEPHONE	0	L.FT.	34.00	0	
18a	1-1.5" ELECTRIC CONDUIT (Pvt. StLt)	80	L.FT.	4.80	384	
18b	1-2" ELECTRIC CONDUIT (Pvt. StLt)	1,140	L.FT.	5.60	6,384	
19	1-3" ELECTRIC CONDUIT	400	L.FT.	14.00	5,600	780
20	1-4" ELECTRIC CONDUIT	0	L.FT.	17.00	0	0
21	1-5" ELECTRIC CONDUIT	2,300	L.FT.	22.00	50,600	4,485
22	1-2" TELEPHONE CONDUIT	0	L.FT.	5.60	0	
23	1-4" TELEPHONE CONDUIT	1,240	L.FT.	17.00	21,080	
24	1-2" DB CATV	0	L.FT.	5.60	0	
25	1-3" DB CATV	1,760	L.FT.	14.00	24,640	
26	LABOR TO INSTALL CATV CONDUIT	0	L.FT.	9.00	0	
27	1-2" TECH CONDUIT	0	L.FT.	5.60	0	
28	1-4" TECH CONDUIT	0	L.FT.	17.00	0	
29	ELEC. 10.5 x 17 x 12 S/L HAND HOLE	6	EA.	540	3,240	462
30	ELEC. 17 x 30 x 24 HAND HOLE (C)	1	EA.	700	700	113
31	ELEC. 17 x 30 x 15 HAND HOLE (C)	0	EA.	580	0	0
32	ELEC. 2 x 3 x 3 PULL BOX (C)	0	EA.	3,800	0	0
33	ELEC. 2.5 x 4 x 3.5 PULL BOX (C)	0	EA.	9,000	0	0
34	ELEC. 3 x 5 x 4 PULL BOX (C)	1	EA.	7,000	7,000	696
35	ELEC. 48 x 54 TRANSFORMER PAD W/17"X30"INV	1	EA.	1,800	1,800	260
36	ELEC. 5' x 10.5' MH	1	EA.	15,000	15,000	1,405
37	ELEC. 7' X 14' X 11' VAULT/SWITCH	1	EA.	40,000	40,000	1,460
38	RETAINING WALLS - PAD LOCATIONS	0	EA.	3,500	0	
39	TEMP. BARR. - ELEC. TRANSFORMER LOCATIONS	2	EA.	450	900	
40	TEMP. BARR. - ELEC. HAND HOLE LOCATIONS	2	EA.	350	700	
41	EXC., PREP., PROV. - ELEC. PME-4 PAD	0	EA.	4,500	0	0
42	PREP ST LT LOCATIONS	5	EA.	1,200	6,000	32
43	TELE. 2 x 3 HAND HOLE	0	EA.	1,700	0	
44	TELE. 3 X 5 PULL BOX	2	EA.	6,500	13,000	
45	TELE. 5 X 8.5 X 7 MH	0	EA.	13,500	0	
46	CATV 2' x 3' HAND HOLE	6	EA.	1,750	10,500	
47	TECH 2 x 3 HAND HOLE	0	EA.	1,750	0	
48	MOVE-INS - CONTRACTOR PHASING	2	EA.	1,200	2,400	
49	ASPHALT CUT & REPAIR W/ SLURRY	390	L.FT.	165	64,350	
50	ROCK CONTINGENCY (25% @ 1 FOOT)	0	L.FT.	9.00	0	0
51	SERVICES - SINGLE (Inclusive w/Sand & Conduit) (Ped.)	1	EA.	950	950	
52A	SERVICES - MULTI (E, T, C)	0	EA.	3,400	0	
52B	SERVICES - MULTI (G)	0	EA.	950	0	
53	MISCELLANEOUS (Traffic Control, Plating, Permits)	1	LS.	35,000	35,000	
	UTILITY MAINLINE CIAC TAXES					\$13,671
	NET - MAINLINE CONTRACTOR EXPENSES				\$409,175	

STREET CROSSING - CONTRACTOR EXPENSES		QUANTITY	UNIT	PRICE	TOTAL	CIAC
1	TRENCH JOINT MAINLINE - ELEC/TELE/CATV/GAS/TECH	0	L.FT.	\$21.00	\$0	\$0
2	TRENCH JOINT MAINLINE - ELEC/TELE/CATV	0	L.FT.	17.00	0	0
3	TRENCH JOINT SERVICE - ELEC/TELE/CATV/GAS/TECH	0	L.FT.	21.00	0	0
4	TRENCH JOINT SERVICE - ELEC/TELE/CATV	0	L.FT.	17.00	0	0
5	TRENCH SOLE - ELECTRIC	0	L.FT.	17.00	0	0
6	TRENCH SOLE - ELECTRIC (Pvt. StLt)	0	L.FT.	17.00	0	
7	TRENCH SOLE - TELEPHONE	0	L.FT.	17.00	0	
8	TRENCH SOLE - CATV	0	L.FT.	17.00	0	
9	TRENCH SOLE - GAS	0	L.FT.	17.00	0	
10	TRENCH IRRIGATION	0	L.FT.	17.00	0	
11	3" SAND BASE (Includes Irrig.)	0	L.FT.	3.40	0	
12	12" SAND SHADE OVER ELECTRIC (Includes Irrig.)	0	L.FT.	5.80	0	
13	12" SAND SHADE OVER TELE / CATV / TECH	0	L.FT.	5.80	0	
14	12" SAND SHADE OVER GAS	0	L.FT.	5.80	0	
15	18" SAND SHADE OVER GAS (RSM Only)	0	L.FT.	11.00	0	
16	ENCASEMENT ELECTRIC	0	L.FT.	39.00	0	
17	ENCASEMENT TELEPHONE	0	L.FT.	34.00	0	
18	SLURRY ENCASE COMPLETE CROSSING	0	L.FT.	15.00		
19a	1-1.5" ELECTRIC CONDUIT SLEEVE (Pvt. StLt)	0	L.FT.	4.50	0	
19b	1-3" ELECTRIC CONDUIT SLEEVE (Pvt. StLt)	0	L.FT.	14.00	0	
20	1-3" ELECTRIC CONDUIT	0	L.FT.	14.00	0	0
21	1-4" ELECTRIC CONDUIT	0	L.FT.	17.00	0	0
22	1-5" ELECTRIC CONDUIT SLEEVE	0	L.FT.	22.00	0	
23	1-2" TELEPHONE CONDUIT SLEEVE	0	L.FT.	5.60	0	
24	1-4" TELEPHONE CONDUIT SLEEVE	0	L.FT.	17.00	0	
25	1-2" DB CATV CONDUIT	0	L.FT.	5.60	0	
26	1-3" DB CATV CONDUIT	0	L.FT.	14.00	0	
27	CATV - LABOR TO INSTALL ONLY	0	L.FT.	9.00	0	
28	1-2" TECH CONDUIT SLEEVE	0	L.FT.	5.60	0	
29	1-4" TECH CONDUIT SLEEVE	0	L.FT.	17.00	0	
30	1-2" GAS CONDUIT SLEEVE	0	EA.	8.50	0	
31	1-4" GAS CONDUIT SLEEVE	0	EA.	14.00	0	
32	1-6" GAS CONDUIT SLEEVE	0	EA.	31.00	0	
33	1-2" IRRIGATION CONDUIT SLEEVE	0	EA.	5.60	0	
34	1-3" IRRIGATION CONDUIT SLEEVE	0	EA.	14.00	0	
35	1-4" IRRIGATION CONDUIT SLEEVE	0	EA.	14.00	0	
36	1-6" IRRIGATION CONDUIT SLEEVE	0	EA.	22.00	0	
37	COMPLICATED CROSSING	1	LS.	0	0	
	UTILITY STREET CROSSING CIAC TAXES					\$0
	NET - ST. CROSSING CONTRACTOR EXPENSES				\$0	

TELEPHONE STRUCTURE REIMBURSEMENTS		QUANTITY	UNIT	VALUE	TOTAL	
1	1-2" TELEPHONE CONDUIT	0	L.FT.	0.00	0	
2	1-4" TELEPHONE CONDUIT	1,240	L.FT.	0.00	0	
3	TELE. 2 x 3 HAND HOLE	0	EA.	230	0	
4	TELE. 3 X 5 PULL BOX	2	EA.	0	0	
5	TELE. 5 X 8.5 X 7 MH	0	EA.	0	0	
	NET - TELE. STRUCTURE REIMBURSEMENTS				\$0	

SUMMARY

SUMMARY - DRY UTILITY EXPENSES		SITE		SERVICES	OTHER	TOTALS
A	ELECTRIC - PAYMENT	\$0		\$0	\$0	\$0
B	ELECTRIC - NON-REFUNDABLE CIAC TAXES	0		0	0	0
C	ELECTRIC - NON-REFUNDABLE FEES	550		0	0	550
D	ELECTRIC - RELOCATIONS / CONVERSION	270,000		0	0	270,000
E	ELECTRIC - SERVICE FEES	2,150		0	0	2,150
F	ELECTRIC - STREETLIGHTS (PUBLIC)	0		0	0	0
G	ELECTRIC - STREETLIGHTS (PRIVATE)	40,000		0	0	40,000
H	ELECTRIC - STREETLIGHTS, ENERGY FEES	0		0	0	0
I	TELEPHONE - REAL ESTATE ADVANCEMENT	0		0	0	0
J	TELEPHONE - NON-REFUNDABLE FEES	0		0	0	0
K	TELEPHONE - RELOCATIONS / REMOVALS	75,600		0	0	75,600
L	CABLE TELEVISION - NON-REFUNDABLE FEES	0		0	0	0
M	CABLE TELEVISION - RELOCATIONS / REMOVALS	36,400		0	0	36,400
N	GAS - MAIN ADVANCEMENT	0		0	0	0
O	GAS - SERVICE/STUB ADVANCEMENT	0		0	0	0
P	GAS - NON-REFUNDABLE FEES	0		0	0	0
Q	GAS - RELOCATION / REMOVALS	0		0	0	0
R	CONTRACTOR - MAINLINE EXPENSES	408,225		950	0	409,175
S	CONTRACTOR - STREET CROSSING EXPENSES	0		0	0	0
TOTAL ESTIMATED EXPENSES		\$832,925		\$950	\$0	\$833,875

DRY UTILITY REFUNDS / REIMBURSEMENTS						
A	ELECTRIC - REFUNDABLE ADVANCEMENT	\$0		\$0	\$0	\$0
B	TELEPHONE - REAL ESTATE ADVANCEMENT	0		0	0	0
C	TELEPHONE - JOINT/SOLE TRENCH REIMBURSEMENT	0		0	0	0
D	TELEPHONE - STRUCTURE REIMBURSEMENT	0		0	0	0
E	GAS - REFUNDABLE MAIN/SERVICE ADVANCEMENT	0		0	0	0
TOTAL REFUNDS / REIMBURSEMENTS		\$0		\$0	\$0	\$0

TOTALS - GROSS & NET PER UNIT						
A	GRAND TOTAL EXPENSES	\$832,925		\$950	\$0	\$833,875
B	GRAND TOTAL REFUNDS	0		0	0	0
NET TOTAL		\$832,925		\$950	\$0	\$833,875

TOTAL UNITS

1

GROSS COST per unit	\$832,925	\$950	\$0	\$833,875
NET COST per unit	\$832,925	\$950	\$0	\$833,875

"EXHIBIT B" - Estimated Cost for Undergrounding Transmission Lines (PT 2)
Preliminary Dry Utility Cost Estimate

Project: E. Q-12
 Location: City of Palmdale
 Component: Conversion on E Q-12, Prevailing Wages

Client: City of Palmdale
 Date: 11.10.21
 Rev.: 01

ELECTRIC ADVANCEMENTS / REFUNDS / FEES		QUANTITY	UNIT	PRICE	TOTALS	REFUNDS
1	DISTRIBUTION FOOTAGE ADVANCEMENT	0	L.FT.	\$26.50	\$0	
2	REFUNDABLE CIAC TAXES	0	%	0.24	0	
3	SWITCHES AND/OR TRANSFORMERS/CABLE	1	LS.	0	0	
4	REFUNDABLE CIAC TAXES	0	%	0.24	0	
5	LOOPED SYSTEM - PARALLEL CABLE	0	EA.	13	0	
6	STRUCTURE CREDITS	0	LS.	1,220		0
					0	
7	NON-REFUNDABLE CIAC TAXES	1,864	L.FT.	0.00	0	
8	3/4 OF 1% OWNERSHIP FEES @ 13TH MONTH PLUS	1	LS.	0	0	
9	PEDESTAL SERVICES	1	EA.	2,150	2,150	
10	REAL ESTATE FEES (Per Each Tract-Estimated)	1	EA.	550	550	
11	RELOCATIONS / REMOVALS	1	LS.	13,800	13,800	
12	CONVERSIONS (130')	1	LS.	36,500	36,500	
	TOTAL ELECTRIC ADVANCEMENT				\$53,000	
13	POTENTIAL REFUNDS (DISCOUNT OPTION)	1	LS.	0	0	\$0
	NET ELECTRIC FEES				\$53,000	

STREET LIGHT EXPENSES / ENERGY FEES		QUANTITY	UNIT	PRICE	TOTALS	
1	STREETLIGHTS - Cobra. (Utility Owned & Maint.)	0	EA.	\$3,100	\$0	
2	STREETLIGHT TAXES	0	%	0.24	0	
3	ADVANCED ENERGY FEES (Single Payment)	0	EA.	385	0	
4	STREETLIGHTS (Private)	2	EA.	8,000	16,000	
	NET STREETLIGHT EXPENSES				\$16,000	

TELEPHONE ADVANCEMENTS / REIMB. / FEES		QUANTITY	UNIT	PRICE	TOTALS	REFUNDS
1	REAL ESTATE CHARGES	0	EA.	\$270	\$0	
2	MPOE / PRIVATE SYSTEM	1	LS.	0	0	
3	RELOCATION / CONVERSION (130')	1	LS.	16,800	16,800	
	TOTAL TELEPHONE ADVANCEMENT				\$16,800	
4	POTENTIAL REAL ESTATE REFUNDS	1	LS.	0		\$0
5	JOINT / SOLE TRENCH REIMBURSEMENTS	0	L.FT.	0.00		\$0
6	POTENTIAL STRUCTURE REIMBURSEMENTS	0	LS.	0		\$0
	NET TELEPHONE FEES				\$16,800	

CABLE TELEVISION ADVANCEMENTS / FEES		QUANTITY	UNIT	PRICE	TOTALS	
1	INSTALLATION FEE	0	EA.	\$225	\$0	
2	RELOCATION / CONVERSION (130')	1	LS.	4,000	4,000	
	NET CABLE TELEVISION FEES				\$4,000	

GAS ADVANCEMENTS / FEES		QUANTITY	UNIT	PRICE	TOTALS	REFUNDS
1	DISTRIBUTION FOOTAGE ADVANCEMENT	0	L.FT.	\$28.00	\$0	
2	DISTRIBUTION JT CREDIT	0	L.FT.	1		0
3	DISTRIBUTION FOOTAGE ADVANCEMENT TAXES	0	%	0.24	0	
4	SERVICE/STUB ADVANCEMENT (W/CIAC)	0	EA.	250	0	
5	GAS METER / REGULATOR ADVANCEMENT	0	EA.	200	0	
6	APPLICANT DESIGN CREDIT	0	EA.	11		0
					0	
7	EXCESS SERVICE FOOTAGE FEE	0	L.FT.	5.50	0	
8	RELOCATIONS	1	LS.	0	0	
	TOTAL GAS ADVANCEMENTS				\$0	
9	POTENTIAL REFUNDS	0	EA.	780	0	\$0
	NET GAS FEES				\$0	

Project: E. Q-12
 Location: City of Palmdale
 Component: Conversion on E Q-12, Prevailing Wages

Client: City of Palmdale
 Date: 11.10.21
 Rev.: 01

	MAINLINE - CONTRACTOR EXPENSES	QUANTITY	UNIT	PRICE	TOTAL	CIAC
1	TRENCH JOINT - ELEC/TELE/CATV/GAS/TECH	0	L.FT.	\$21.50	\$0	\$0
2	TRENCH JOINT - ELEC/TELE/CATV	130	L.FT.	17.50	2,275	280
3	TRENCH JOINT - ELEC/GAS	0	L.FT.	17.50	0	
4	TRENCH JOINT - TELE/CATV	0	L.FT.	17.50	0	
5	TRENCH SOLE - ELECTRIC	0	L.FT.	17.50	0	0
6	TRENCH SOLE - ELECTRIC (Pvt. StLt)	130	L.FT.	17.50	2,275	
7	TRENCH SOLE - TELEPHONE	0	L.FT.	17.50	0	
8	TRENCH SOLE - CATV	0	L.FT.	17.50	0	
9	TRENCH SOLE - TECH	0	L.FT.	17.50	0	
10	TRENCH SOLE - GAS	0	L.FT.	17.50	0	
11	3" SAND BASE	260	L.FT.	3.40	884	55
12	12" SAND SHADE OVER ELECTRIC	260	L.FT.	5.80	1,508	55
13	12" SAND SHADE OVER TELE / CATV / TECH	130	L.FT.	5.80	754	
14	12" SAND SHADE OVER GAS	0	L.FT.	5.80	0	
15	18" SAND SHADE OVER GAS (RSM Only)	0	L.FT.	11.00	0	
16	ENCASEMENT ELECTRIC	130	L.FT.	39.00	5,070	27
17	ENCASEMENT TELEPHONE	0	L.FT.	34.00	0	
18a	1-1.5" ELECTRIC CONDUIT (Pvt. StLt)	30	L.FT.	4.80	144	
18b	1-2" ELECTRIC CONDUIT (Pvt. StLt)	130	L.FT.	5.60	728	
19	1-3" ELECTRIC CONDUIT	0	L.FT.	14.00	0	0
20	1-4" ELECTRIC CONDUIT	0	L.FT.	17.00	0	0
21	1-5" ELECTRIC CONDUIT	300	L.FT.	22.00	6,600	585
22	1-2" TELEPHONE CONDUIT	0	L.FT.	5.60	0	
23	1-4" TELEPHONE CONDUIT	280	L.FT.	17.00	4,760	
24	1-2" DB CATV	0	L.FT.	5.60	0	
25	1-3" DB CATV	280	L.FT.	14.00	3,920	
26	LABOR TO INSTALL CATV CONDUIT	0	L.FT.	9.00	0	
27	1-2" TECH CONDUIT	0	L.FT.	5.60	0	
28	1-4" TECH CONDUIT	0	L.FT.	17.00	0	
29	ELEC. 10.5 x 17 x 12 S/L HAND HOLE	2	EA.	540	1,080	154
30	ELEC. 17 x 30 x 24 HAND HOLE (C)	0	EA.	700	0	0
31	ELEC. 17 x 30 x 15 HAND HOLE (C)	0	EA.	580	0	0
32	ELEC. 2 x 3 x 3 PULL BOX (C)	0	EA.	3,800	0	0
33	ELEC. 2.5 x 4 x 3.5 PULL BOX (C)	0	EA.	9,000	0	0
34	ELEC. 3 x 5 x 4 PULL BOX (C)	1	EA.	7,000	7,000	696
35	ELEC. 48 x 54 TRANSFORMER PAD W/17"X30"INV	0	EA.	1,800	0	0
36	ELEC. 5' x 10.5' MH	0	EA.	15,000	0	0
37	ELEC. 7' X 14' X 11' VAULT/SWITCH	0	EA.	40,000	0	0
38	RETAINING WALLS - PAD LOCATIONS	0	EA.	3,500	0	
39	TEMP. BARR. - ELEC. TRANSFORMER LOCATIONS	0	EA.	450	0	
40	TEMP. BARR. - ELEC. HAND HOLE LOCATIONS	1	EA.	350	350	
41	EXC., PREP., PROV. - ELEC. PME-4 PAD	0	EA.	4,500	0	0
42	PREP ST LT LOCATIONS	2	EA.	1,200	2,400	13
43	TELE. 2 x 3 HAND HOLE	0	EA.	1,700	0	
44	TELE. 3 X 5 PULL BOX	1	EA.	6,500	6,500	
45	TELE. 5 X 8.5 X 7 MH	0	EA.	13,500	0	
46	CATV 2' x 3' HAND HOLE	1	EA.	1,750	1,750	
47	TECH 2 x 3 HAND HOLE	0	EA.	1,750	0	
48	MOVE-INS - CONTRACTOR PHASING	1	EA.	1,200	1,200	
49	ASPHALT CUT & REPAIR W/ SLURRY	0	L.FT.	165	0	
50	ROCK CONTINGENCY (25% @ 1 FOOT)	0	L.FT.	9.00	0	0
51	SERVICES - SINGLE (Inclusive w/Sand & Conduit) (Ped.)	0	EA.	950	0	
52A	SERVICES - MULTI (E, T, C)	0	EA.	3,400	0	
52B	SERVICES - MULTI (G)	0	EA.	950	0	
53	MISCELLANEOUS (Traffic Control, Plating, Permits)	1	LS.	23,500	23,500	
	UTILITY MAINLINE CIAC TAXES					\$1,864
	NET - MAINLINE CONTRACTOR EXPENSES				\$72,698	

STREET CROSSING - CONTRACTOR EXPENSES		QUANTITY	UNIT	PRICE	TOTAL	CIAC
1	TRENCH JOINT MAINLINE - ELEC/TELE/CATV/GAS/TECH	0	L.FT.	\$21.00	\$0	\$0
2	TRENCH JOINT MAINLINE - ELEC/TELE/CATV	0	L.FT.	17.00	0	0
3	TRENCH JOINT SERVICE - ELEC/TELE/CATV/GAS/TECH	0	L.FT.	21.00	0	0
4	TRENCH JOINT SERVICE - ELEC/TELE/CATV	0	L.FT.	17.00	0	0
5	TRENCH SOLE - ELECTRIC	0	L.FT.	17.00	0	0
6	TRENCH SOLE - ELECTRIC (Pvt. StLt)	0	L.FT.	17.00	0	
7	TRENCH SOLE - TELEPHONE	0	L.FT.	17.00	0	
8	TRENCH SOLE - CATV	0	L.FT.	17.00	0	
9	TRENCH SOLE - GAS	0	L.FT.	17.00	0	
10	TRENCH IRRIGATION	0	L.FT.	17.00	0	
11	3" SAND BASE (Includes Irrig.)	0	L.FT.	3.40	0	
12	12" SAND SHADE OVER ELECTRIC (Includes Irrig.)	0	L.FT.	5.80	0	
13	12" SAND SHADE OVER TELE / CATV / TECH	0	L.FT.	5.80	0	
14	12" SAND SHADE OVER GAS	0	L.FT.	5.80	0	
15	18" SAND SHADE OVER GAS (RSM Only)	0	L.FT.	11.00	0	
16	ENCASEMENT ELECTRIC	0	L.FT.	39.00	0	
17	ENCASEMENT TELEPHONE	0	L.FT.	34.00	0	
18	SLURRY ENCASE COMPLETE CROSSING	0	L.FT.	15.00		
19a	1-1.5" ELECTRIC CONDUIT SLEEVE (Pvt. StLt)	0	L.FT.	4.50	0	
19b	1-3" ELECTRIC CONDUIT SLEEVE (Pvt. StLt)	0	L.FT.	14.00	0	
20	1-3" ELECTRIC CONDUIT	0	L.FT.	14.00	0	0
21	1-4" ELECTRIC CONDUIT	0	L.FT.	17.00	0	0
22	1-5" ELECTRIC CONDUIT SLEEVE	0	L.FT.	22.00	0	
23	1-2" TELEPHONE CONDUIT SLEEVE	0	L.FT.	5.60	0	
24	1-4" TELEPHONE CONDUIT SLEEVE	0	L.FT.	17.00	0	
25	1-2" DB CATV CONDUIT	0	L.FT.	5.60	0	
26	1-3" DB CATV CONDUIT	0	L.FT.	14.00	0	
27	CATV - LABOR TO INSTALL ONLY	0	L.FT.	9.00	0	
28	1-2" TECH CONDUIT SLEEVE	0	L.FT.	5.60	0	
29	1-4" TECH CONDUIT SLEEVE	0	L.FT.	17.00	0	
30	1-2" GAS CONDUIT SLEEVE	0	EA.	8.50	0	
31	1-4" GAS CONDUIT SLEEVE	0	EA.	17.00	0	
32	1-6" GAS CONDUIT SLEEVE	0	EA.	31.00	0	
33	1-2" IRRIGATION CONDUIT SLEEVE	0	EA.	5.60	0	
34	1-3" IRRIGATION CONDUIT SLEEVE	0	EA.	14.00	0	
35	1-4" IRRIGATION CONDUIT SLEEVE	0	EA.	14.00	0	
36	1-6" IRRIGATION CONDUIT SLEEVE	0	EA.	22.00	0	
37	COMPLICATED CROSSING	1	LS.	0	0	
	UTILITY STREET CROSSING CIAC TAXES					\$0
	NET - ST. CROSSING CONTRACTOR EXPENSES				\$0	

TELEPHONE STRUCTURE REIMBURSEMENTS		QUANTITY	UNIT	VALUE	TOTAL
1	1-2" TELEPHONE CONDUIT	0	L.FT.	0.00	0
2	1-4" TELEPHONE CONDUIT	280	L.FT.	0.00	0
3	TELE. 2 x 3 HAND HOLE	0	EA.	230	0
4	TELE. 3 X 5 PULL BOX	1	EA.	0	0
5	TELE. 5 X 8.5 X 7 MH	0	EA.	0	0
	NET - TELE. STRUCTURE REIMBURSEMENTS				\$0

SUMMARY

SUMMARY - DRY UTILITY EXPENSES		SITE		SERVICES	OTHER	TOTALS
A	ELECTRIC - PAYMENT	\$0		\$0	\$0	\$0
B	ELECTRIC - NON-REFUNDABLE CIAC TAXES	0		0	0	0
C	ELECTRIC - NON-REFUNDABLE FEES	550		0	0	550
D	ELECTRIC - RELOCATIONS / CONVERSION	50,300		0	0	50,300
E	ELECTRIC - SERVICE FEES	2,150		0	0	2,150
F	ELECTRIC - STREETLIGHTS (PUBLIC)	0		0	0	0
G	ELECTRIC - STREETLIGHTS (PRIVATE)	16,000		0	0	16,000
H	ELECTRIC - STREETLIGHTS, ENERGY FEES	0		0	0	0
I	TELEPHONE - REAL ESTATE ADVANCEMENT	0		0	0	0
J	TELEPHONE - NON-REFUNDABLE FEES	0		0	0	0
K	TELEPHONE - RELOCATIONS / REMOVALS	16,800		0	0	16,800
L	CABLE TELEVISION - NON-REFUNDABLE FEES	0		0	0	0
M	CABLE TELEVISION - RELOCATIONS / REMOVALS	4,000		0	0	4,000
N	GAS - MAIN ADVANCEMENT	0		0	0	0
O	GAS - SERVICE/STUB ADVANCEMENT	0		0	0	0
P	GAS - NON-REFUNDABLE FEES	0		0	0	0
Q	GAS - RELOCATION / REMOVALS	0		0	0	0
R	CONTRACTOR - MAINLINE EXPENSES	72,698		0	0	72,698
S	CONTRACTOR - STREET CROSSING EXPENSES	0		0	0	0
TOTAL ESTIMATED EXPENSES		\$162,498		\$0	\$0	\$162,498

DRY UTILITY REFUNDS / REIMBURSEMENTS						
A	ELECTRIC - REFUNDABLE ADVANCEMENT	\$0		\$0	\$0	\$0
B	TELEPHONE - REAL ESTATE ADVANCEMENT	0		0	0	0
C	TELEPHONE - JOINT/SOLE TRENCH REIMBURSEMENT	0		0	0	0
D	TELEPHONE - STRUCTURE REIMBURSEMENT	0		0	0	0
E	GAS - REFUNDABLE MAIN/SERVICE ADVANCEMENT	0		0	0	0
TOTAL REFUNDS / REIMBURSEMENTS		\$0		\$0	\$0	\$0

TOTALS - GROSS & NET PER UNIT						
A	GRAND TOTAL EXPENSES	\$162,498		\$0	\$0	\$162,498
B	GRAND TOTAL REFUNDS	0		0	0	0
NET TOTAL		\$162,498		\$0	\$0	\$162,498

TOTAL UNITS

1

GROSS COST per unit	\$162,498	\$0	\$0	\$162,498
NET COST per unit	\$162,498	\$0	\$0	\$162,498

CITY OF PALMDALE
LOS ANGELES COUNTY, CALIFORNIA
RESOLUTION NO. PC-2020-032

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALMDALE, CALIFORNIA RECOMMENDING CITY COUNCIL APPROVAL OF DENSITY BONUS AGREEMENT 19-002 (A-6989) AND APPROVING SITE PLAN REVIEW 19-001; A PROPOSAL TO CONSTRUCT A 31-UNIT AFFORDABLE HOUSING PROJECT LOCATED AT THE SOUTHWEST CORNER OF AVENUE Q-11 AND 9TH STREET EAST

A. RECITALS

1. Patriot Construction and Development, LLC, has filed applications requesting approval of a Density Bonus Agreement (DBA) and Site Plan Review (SPR) described herein (hereinafter referred to as "Application").
2. The Application applies to approximately one acre, referred to on the County Assessor's roles as APN's 3009-018-009, 3009-018-010, 3009-018-011, 3009-018-012, 3009-018-013, 3009-018-014, 3009-018-015 and 3009-018-016, legally described on EXHIBIT I hereto and shown on the map attached hereto as EXHIBIT II.
3. On July 9, 2020, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date.
4. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

NOW THEREFORE, it is hereby found, determined, and resolved by the Planning Commission, as follows:

1. That all of the facts set forth in the Recitals, Part A of this Resolution, are true and correct.
2. Based upon substantial evidence presented to this Commission during the public hearing held on July 9, 2020, including public testimony, and written and oral staff reports, this Commission specifically finds as follows:
 - (a) The design and layout of the proposed development is consistent with the maps and policies of the General Plan design and the development standards set forth in the Palmdale Municipal Code (PMC), as outlined within TABLES 3 and 4 of the staff report dated July 9, 2020. The project site has a General Plan land use

designation of MHDR (Medium-High Density Residential, 30 to 50 dwelling units per acre) and is within the R-4-30 (High Density Residential) zone. Density Bonus Law requires that, when a project includes at least five percent very low-income units, the City must grant a 20% density bonus over the base density. Although the project qualifies for increased density, the applicant has not requested an increase in density (i.e. 30 to 50 dwelling units per acre is allowed and 31 dwelling units per acre is proposed). In addition, although no concessions have been requested, in accordance with Government Code Section 65915, et seq. and PMC Section 17.25.110, the project does benefit from the reduced parking ratios allowed through approval of a DBA. (SPR)(DBA)

- (b) The proposed design of structures, including layout, size, shape, mass, height, architectural elements and other design factors are appropriate to the size and shape of the lot and are compatible and harmonious with the uses and structures on adjacent properties because the shape and colors of the proposed buildings are similar to, and compatible with adjacent development. For example, existing residences to the east of the site utilize a modern-style architecture, contain earth tone colors and utilize stucco and the proposed townhouses utilize the same materials and a similar color palette. Furthermore, the project site is adequately sized to accommodate the proposed residential buildings and all necessary on-site improvements (i.e. landscaping, parking, etc.).

The maximum height of the proposed residential buildings is three-stories (34 feet), which is comparable to the height of existing residences to the east and is well below the allowable maximum height of 60 feet. Furthermore, the building materials will consist of varying colors of stucco, Techwood, and metal railing. A color palette compatible with the desert environment will include beige, and cream stucco and gray and brown Techwood. (SPR)

- (c) The design of the project will provide a desirable environment for its residents, the visiting public and its neighbors through the use of high-quality building materials, design elements, colors, textures and landscape features, because the project includes sufficient landscaping, pedestrian connectivity, shading and varying textures such as faux wood siding (Techwood) and stucco. In addition, the proposed materials and colors submitted by the applicant are varying

shades of brown, gray, and cream, which are typical and compatible with the desert environment and surrounding development. The site layout and exterior finishes of the project are well-designed and will enhance the aesthetics of the area. (SPR)

- (d) The building materials and design features are of a quality and type that will remain aesthetically appealing over time without necessitating frequent and unrealistic maintenance or replacement. A review of the building elevations and minimum design guidelines specified within the PMC revealed that the buildings will be constructed with stucco and faux wood siding, which are durable and can withstand the temperature fluctuations in the high desert. The proposed architecture will remain aesthetically appealing over time because the varying colors and materials, projections and recesses will continue to provide visual interest as the buildings age. The design is also compatible with other buildings in the area because the construction materials and varying colors are similar to residential buildings to the east. (SPR)
- (e) The proposed DBA complies with the requirements of California Government Code Section 65915 et. seq. The project is in full compliance with State Density Bonus Law and the PMC Section 17.25.110. Density Bonus Law requires that, when a project includes at least five percent very low-income units, the City must grant a 20% density bonus over the base density. Although the project qualifies for increased density, the applicant has not requested an increase in density (i.e. 30 to 50 dwelling units per acre is allowed and 31 dwelling units per acre is proposed). (DBA)
- (f) All waivers and/or concessions granted in conjunction with the proposed density bonus are necessary in order to make the project's affordable units economically feasible. State Density Bonus Law allows for the granting of concessions as a cost reduction measure to balance the difference between providing affordable housing versus providing market-rate housing. Although no concessions have been requested, in accordance with Government Code Section 65915, et seq. and PMC Section 17.25.110, the project does benefit from the reduced parking ratios allowed through approval of a DBA. In addition, the City's Housing Division has analyzed the pro forma prepared for the project and has concluded that the reduction

in parking will result in actual and identifiable cost reductions to provide for affordable housing costs. (DBA)

(g) The granting of the proposed DBA will result in the provision of housing for lower income households as identified in the Housing Element. The project will make at least five percent of the total number of units available to very low-income households as described within DBA 19-002 (A-6989). In addition, the proposed project will contribute to the City's Regional Housing Needs Assessment allocation. (DBA)

(h) The granting of the proposed density bonus will not have an adverse impact on adjacent properties or on the general public. The density of the project is within the range allowed by the current General Plan land use designation and zone and the design of the affordable housing development conforms to the development standards specified within the PMC. Furthermore, the development is compatible and complementary to existing development to the east of the site. (DBA)

3. The Planning Commission hereby finds as follows with respect to the environmental document:

(a) The proposed project is Categorically Exempt from environmental proceedings pursuant to Section 15332, Class 32, In-fill Development, of the California Environmental Quality Act (CEQA) Guidelines, which exempts in-fill development projects meeting the following conditions:

1. The project is consistent with the applicable General Plan land use designation of MHDR (Medium-High Density Residential, 30 to 50 dwelling units per acre) and all applicable General Plan policies as well as with the applicable R-4-30 (High Density Residential) zoning designation, as specified within Finding 2(a), above and as shown in TABLE 3 of the staff report dated July 9, 2020.

2. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The project site is located on 1.4 acre site and is substantially surrounded by existing

development with existing multiple-family residences to the east, and public facility buildings to the north and south. In addition, vehicular access is provided from two new driveways, one on Avenue Q-11 and one on Avenue Q-12.

3. The project site does not have habitat for endangered, rare or threatened species, because the project site is devoid of any rare plant vegetation as specified by the California Native Plant Society, Rare Plant Program (2020). No native, endangered, rare or threatened species are presumed to be present within the project site as determined by a database search with the U.S. Fish and Wildlife Service. Therefore, no significant impacts to biodiversity are anticipated.
4. Approval of the project would not result in any significant effects in relation to noise, air quality, traffic, or water quality, because:
 - a. Construction times will be limited to between the hours of 6:30 a.m. and 8:00 p.m., Monday through Saturday consistent with the PMC Section 8.28.030 in order to prevent possible noise nuisance to surrounding properties. Future use of the land as residences is not expected to generate high levels of noise because the residences will be constructed in accordance with the standards specified within the PMC, which are intended to reduce noise levels to a level consistent with Table N-3 of the Noise Element of the General Plan. The operating activities of single-family residences will not jeopardize the health, safety and welfare of visitors nor the surrounding environment, because the use is consistent with the surrounding land uses.
 - b. A report was generated using the California Emissions Estimator Model (CalEEMod) on June 10, 2020, to determine the estimated emissions of criteria pollutants and greenhouse gases for the duration of construction and the total operational emissions. The model indicated that emission levels are well below the applicable Antelope Valley Air Quality Management

District Significant Emissions Thresholds. Therefore, this project is not anticipated to have a significant air quality impact on the environment.

- c. Multiple-family residences are permitted within the R-4-30 zone and the proposed development will not change or intensify the density or use allowed within the zone. The development is not anticipated to change the forecasted traffic volumes in the surrounding area as the site was intended for the type and intensity of the proposed use at a density of 31 units per acre. Therefore, no significant impacts to traffic are anticipated.
 - d. Run-off water will be discharged into the existing storm drain system in the surrounding area and no designated water features are located on-site as determined by staff review of the web soil survey on June 10, 2020. Therefore, no significant impacts to water quality are anticipated.
5. The site can be adequately served by all required utilities and public services, because the project is within the City limits and is within an area that has access to such utilities.
- (b) The custodian of records for the environmental, and all other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

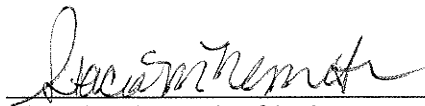
4. Based on the findings and conclusions set forth in paragraphs 1, 2, and 3 above, this Commission hereby recommends City Council approval of DBA 19-002 (A-6989) and approves SPR 19-001, subject to the conditions of approval as set forth in EXHIBIT III.
5. The Deputy City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 9th day of July, 2020.

AYES: 4 (Chair Nemeth, Vice Chair Avery, Commissioners Fraga-Saenz and Henderson)


NOES: 0

ABSTAIN: 0 ABSENT: 1 (Commissioner Smith)



Stacia Nemeth, Chair
Planning Commission

ATTEST:



Lynn O'Brien, Deputy City Clerk

EXHIBIT I

**LEGAL DESCRIPTION
FOR DBA 19-002 AND SPR 19-001**

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

LOTS 12, 13, 14, 15, 16, 17, 18, AND 19 IN BOOK 2 OF TRACT NO. 2576 IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 25 OF MAPS IN THE OFFICE OF THE COUNTER RECORDER OF SAID COUNTY.

APN'S: 3009-018-009, 3009-018-010, 3009-018-011, 3009-018-012, 3009-018-013, 3009-018-014, 3009-018-015 AND 3009-018-016

EXHIBIT II

AERIAL MAP FOR
DBA 19-002 AND SPR 19-001

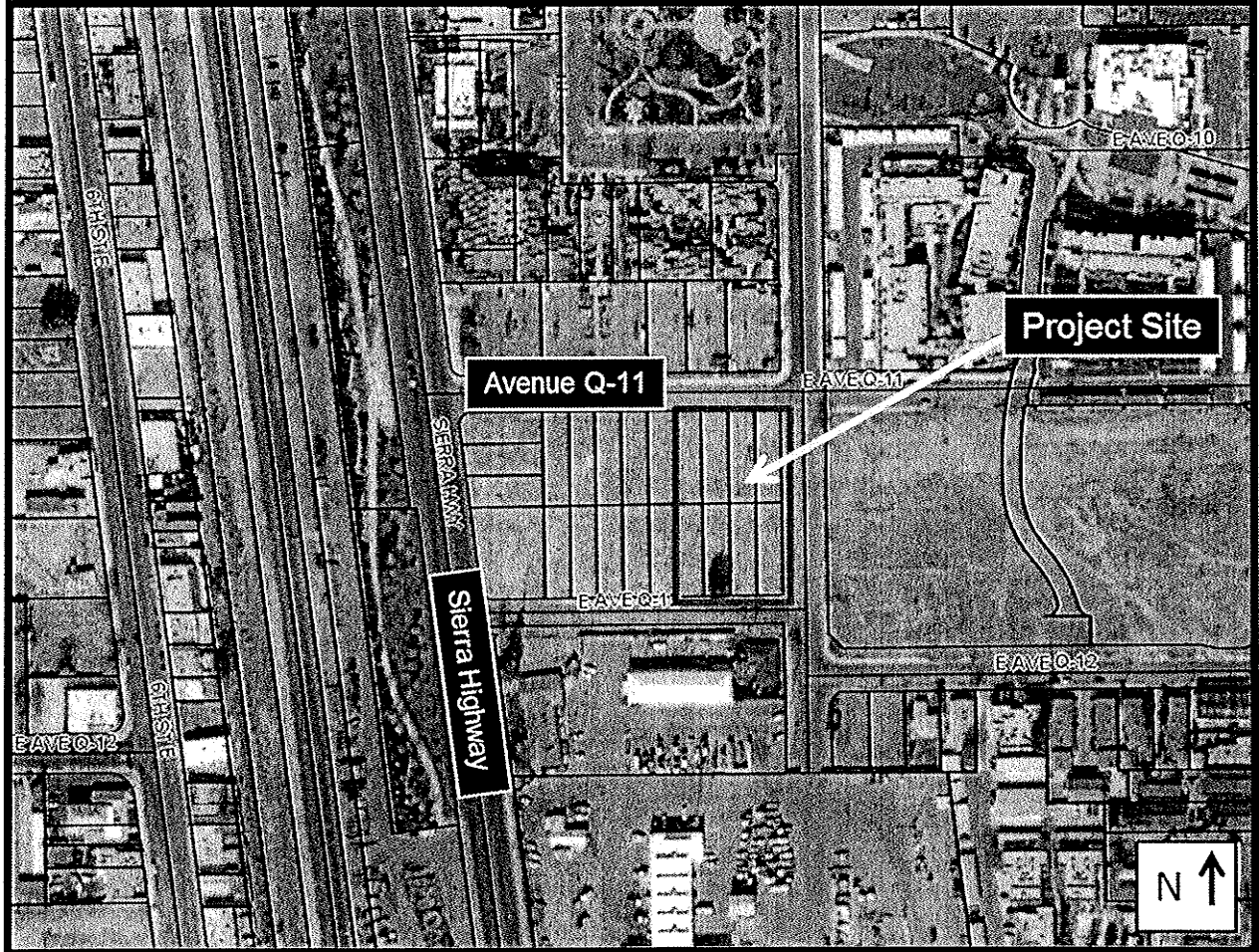


EXHIBIT III

FINAL

**CONDITIONS OF APPROVAL FOR
SITE PLAN REVIEW 19-001**

APPROVAL DATE: JULY 9, 2020
EFFECTIVE DATE: JULY 21, 2020
USE INAUGURATION DEADLINE: JULY 21, 2023

These Conditions of Approval apply to Site Plan Review (SPR) 19-001, in conjunction with Density Bonus Agreement (DBA) 19-002 (A-6989); a request to construct four, three-story multiple-family residential buildings totaling 31 units, of which five percent will be affordable, on a vacant 1.4-acre site located at the southwest corner of Avenue Q-11 and 9th Street East (APN's: 3009-018-009, 3009-018-010, 3009-018-011, 3009-018-012, 3009-18-013, 3009 018-014, 3009-018-015 and 3009-018-016). Any proposed change of use or expansion of the area, or modifications to the site plan or structures shall be submitted to the Planning Division, along with the required application and fee, for review. For the purpose of these conditions, the term "applicant" shall also mean the developer, the owner or any successor(s) in interest to the terms of this approval.

GENERAL CONDITIONS:

- 1 SPR 19-001 shall be inaugurated within three years or it shall automatically expire on July 21, 2023. This approval is based on the plans date stamped Received April 27, 2020. This project shall be considered inaugurated if applicable grading and building permits have been issued, foundations poured, and above ground construction initiated and on-going. Cessation of construction activity for over 180 days will result in lapse of this approval. (P)
- 2 Should this project not be inaugurated during the initial approval period, the Planning Commission may grant an extension of time not to exceed an additional two years. In granting any such time extension, the City may impose new conditions and standards, as applicable. Applications for time extensions must be filed a minimum of 90 days prior to the expiration date. Requests for time extension must be accompanied by a formal application, all required exhibits, and plans, and required application fees. (P)
- 3 This approval shall not become effective for any purposes until any appeal period has passed and the applicant and owner have filed at the office of the Planning Division their notarized affidavit stating that they agree to, and accept, all of the Conditions of Approval as approved by the reviewing authority as set forth in EXHIBIT III to RESOLUTION NO. PC-2020-032. (P)

- 4 Immediately upon approval of this project by the Planning Commission, the applicant shall submit to the City a cashier's check, payable to Los Angeles County, in the amount of \$75 for the environmental filing fee in compliance with the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the Department of Fish and Wildlife determines that this project is not exempt from a filing fee imposed pursuant to Fish and Game Code Section 711.4 because the project has more than a de Minimis impact on fish and wildlife, then the applicant shall also pay to the Department of Fish and Wildlife any fee and any fine which the Department determines to be owed. (P)
- 5 Sign approval for the project is a separate process requiring the issuance of a sign permit and building permits and shall be subject to review and approval by the Planning Division and Building and Safety Division. (P)(B&S)
- 6 The applicant shall defend, indemnify, and hold harmless the City of Palmdale its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City of Palmdale, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or Condition of Approval of the City of Palmdale concerning this project, including but not limited to any approval or Condition of Approval of the City Council, Planning Commission, Hearing Officer, or Planning Manager. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)
- 7 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the Palmdale Municipal Code (PMC), including the requirement that a business license be obtained by all entities doing business in the City. (P)
- 8 Future use of the buildings shall meet the standards and shall be developed within the limits established by the PMC as related to emissions of noise, odor, dust, vibration, wastes, fumes, or any public nuisances arising or occurring incidental to establishment or operation. (P)

- 9 The applicant shall comply with all requirements of the PMC, all requirements of the City of Palmdale ordinances, resolutions, and all applicable standards and policies that are in effect at the time that building permits are issued for the development. (P)(E)
- 10 When exhibits and written conditions of approval are inconsistent, the written conditions shall prevail. (P)(E)
- 11 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this development. If off-site public improvements are required, said improvements shall be located within public easements. If off-site public easements are required, this approval is subject to the applicant's acceptance of the City of Palmdale requirements for acquisition of off-site easements including the applicant's financial responsibility. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)
- 12 The applicant shall participate in such on-site and off-site water service improvements as may be required by the serving water purveyor. (E)
- 13 Coordination with utility companies by the applicant's engineer during design shall be required in order to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)
- 14 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs, shall be prepared, signed, and stamped (when required) only by those individuals legally authorized to do so. Plans for public improvements shall be prepared, signed, and stamped by a California Registered Civil Engineer. (E)
- 15 The design of Avenue's Q-11, Q-12 and 9th Street East shall be coordinated with the City's Civic Center Complete Streets project (Project Number 761) to ensure that there are no conflicts to the satisfaction of the City Engineer. (TE)
- 16 Left-turn ingress and/or egress at all access locations shall be subject to approval of the City Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

- 17 No steps, stoops or other raised concrete landings shall be constructed within the public right-of-way. (TE)
- 18 Bicycle parking and storage shall be positioned on the site in a manner that is convenient and secure to the satisfaction of the City Engineer and Planning Manager. (P)(TE)
- 19 Pursuant to Government Code Section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees shall be paid in full or arrangements shall be made to pay the fee when due. Written notice of payment under protest shall be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)
- 20 Any proposed bollards shall include a decorative cover consistent with the architectural style of the associated building. Safety colored pipe-style bollards shall only be permitted in areas hidden from view of the public right-of-way. (P)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

- 21 The applicant shall submit the final site, floor and architectural elevations to the Building and Safety Division for review and approval by all applicable City divisions along with required fees for plan check review. Such plans shall be fully dimensioned and in substantial conformance with those approved by the Planning Commission. Plans shall address the following: (P)(E)(TE)
 - 21.1 Utility and transformer boxes, backflow devices, and other similar equipment facilities shall be placed underground, unless otherwise specified and approved. Screening shall be provided, shall be compatible with main structures and shall include landscaping where appropriate. All electrical switchgear shall be located within an electrical or utility room within the associated building, which may be accessible from an exterior door or doors. No exterior surface mounted switchgear shall be permitted.
 - 21.2 The location of all devices required by the water district shall be shown on the site plan; all such devices shall be screened with a low-profile wall to match the building, or other method as approved by the Planning Manager.

- 21.3 All public utilities and structures including, but not limited to, lighting and landscape meters, conduit, handholes and pedestrian poles, shall be placed outside of the public right-of-way. A municipal easement shall be granted to the City for maintenance purposes of such public utilities and structures. Easement document(s) shall be prepared by the applicant for the review and approval by the City Engineer.
- 21.4 The site plan shall identify the interior traffic flow pattern and shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted and identified throughout the interior of the project. Design of these areas shall be reviewed and approved by the applicable City departments and shall comply with Title 24 Handicapped Accessibility Standards and City Building Codes.
- 21.5 The site plan shall identify the alignment of all adjacent streets, turn lanes, medians, bus turnouts, and location of project entrance(s), drive aisles, traffic control devices, sidewalks, landscape setbacks, and location of other infrastructure as determined by the City Engineer.
- 21.6 The site plan shall indicate the location and method of operation of any vehicle restricting gates. The gates shall be subject to the approval of the City Engineer and the Fire Department. Where utilized, a portion of the guest spaces must be accessible without passing through a security entrance, and residents must not be required to pay additional costs to receive devices to open a security gate.
- 21.7 The site plan shall be revised to ensure accurate data is provided in regards to parking requirements and the provision of individual trash service.
- 21.8 The applicant shall provide detailed street cross-sections with accurate right-of-way dimensions as specified by the General Plan.
- 21.9 Drive aisles shall have a minimum width of 26 feet.
- 21.10 Adequate sight distance shall be provided at the site entrance in regards to the proposed landscaping and fencing to the satisfaction of the City Engineer.

- 21.11 Driveways and roadways located within 300 feet of the site shall be identified on the site plan.
- 22 The applicant shall submit photometric plans to the Building and Safety Division for review and approval by all applicable City divisions along with required fee(s) for plan check review. Such plans shall be fully dimensioned and in substantial conformance with those approved by the Planning Commission. Plans shall demonstrate the following: (P)(PS)
- 22.1 The photometric lighting plan shall comply with applicable standards contained in the PMC Section 17.86.030.
- 22.2 All exterior doors shall be provided with their own light source and shall be adequately illuminated at all hours to make the premises clearly visible and provide adequate illumination for persons exiting the buildings.
- 22.3 Pedestrian walkways shall have sufficient decorative pathway lighting to fully illuminate the walkway after dark to the satisfaction of the Director of Neighborhood Services.
- 22.4 All buildings shall have exterior security lighting fixtures installed that are protected by a weather and vandal-resistant covering. Security lighting shall adhere to the specifications of the PMC.
- 22.5 Parking lots, drive aisles and grounds contiguous to buildings shall be provided with sufficient lighting to provide adequate illumination for the safety and security of vehicles and pedestrians using the site during the hours of darkness or diminished lighting as determined by the Director of Neighborhood Services. Such lighting shall be equipped with vandal and weather resistant covers/lenses and comply with specifications of the PMC.
- 22.6 Exterior door, perimeter, canopy, and parking area lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting.
- 23 Grading and wall/fence plans shall be submitted for review and approval to the Engineering Division. Approval by both the City Engineer and Planning Manager shall be obtained prior to the issuance of a Grading Permit. Final grading concepts

shall be in substantial conformance with those shown on the approved site plan, conceptual grading plan, and in accordance with the following: (P)(E)

- 23.1 Westerly Boundary - The plans shall indicate construction of a new six-foot high decorative block wall. The wall shall consist of a minimum of two colors, a combination of split-face and precision block, and a decorative cap subject to approval from the Planning Division.
- 24 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope the wall shall be set back a minimum two and one-half feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)
- 25 The exterior face and footings of all project perimeter walls shall be no more than two inches from the property line on the subject property except where appropriate off-site easements have been obtained. (P)(E)
- 26 The applicant shall provide final landscape and irrigation plans for all project landscaping to the Engineering Division for review and approval by all applicable City Divisions. The applicant shall pay all plan review fees for the improvements reflected on the landscape plans prior to review of the plans. All landscape permit and inspection fees shall be paid prior to the issuance of a landscape permit. These plans shall include, but not be limited to, the following items: (P)(E)(PS)
 - 26.1 Trees in the parkways shall not exceed a spacing approved by the City Engineer for the species proposed.
 - 26.2 Where trees are incorporated into the landscape design of common or open areas, all trees shall be a minimum one-inch caliper in a 15-gallon or larger container size. Fifty percent of the trees shall be a minimum two-inch caliper in a 24-inch box size or larger container. Twenty percent of the trees shall be a minimum two and a half-inch caliper in a 36-inch box size or larger container. The trunk caliper shall be measured four and one-half feet above the root crown. Any *Washingtonia* spp. or similar palm trees proposed shall have a minimum of 12 feet of brown trunk height.
 - 26.3 All shrubs shall be a minimum five-gallon size. If one-gallon plants are proposed to be used as a ground cover (i.e. with drip irrigation), such

planting shall be supplemented with additional five-gallon plant material to provide variation in texture and height.

- 26.4 All plant material shall be indicated on the landscape plans with symbols that are 75 percent of a diameter of the mature size of the plant. When determining mature plant size, the lower end of the size range shall be used (for example, if a plant is indicated to have a mature size of six to ten feet, a six foot diameter shall be used when graphically indicating the plant material on the plan).
- 26.5 All landscape areas shall be enclosed by a six-inch raised concrete curb. All turf areas shall be separated from non-turf areas by a minimum of a two-inch by four-inch redwood header.
- 26.6 All slopes steeper than 3:1 shall be landscaped for erosion control per the Engineering Design Standards.
- 26.7 Backflow devices shall be screened with a solid Le Meur cover or equivalent and landscaping.
- 26.8 All plant material sizes and calipers shall conform to the American Standard for Nursery Stock, ANSI (Z60.1) 2014.
- 26.9 The landscape plans shall comply with all provisions of PMC Chapter 14.05, Water Efficient Landscape.
- 26.10 Landscaping shall be provided within parking areas so that at least five percent of the surface area of the parking lot is landscaped (excluding perimeter and setback landscaping). Landscaping shall be dispersed throughout the parking lot in order to provide shade throughout the lot.
- 26.11 A minimum of one canopy tree per four parking stalls (or eight parking stalls when two rows of four share a common frontage) shall be provided.
- 26.12 A minimum of fifty percent of the parking lot trees shall be a minimum 24-inch box size and with a minimum two-inch caliper. Twenty percent of the trees shall be a minimum two and a half-inch caliper in a 36-inch box size or larger container.

- 26.13 Landscape planters shall be a minimum of five feet in width (inside dimension), except that tree wells located between parking rows and spaces may be a minimum of four feet in width (inside dimension). All landscaping and planting within paved areas shall be contained within raised planters surrounded by six-inch concrete curbs.
- 26.14 Bumper blocks or curbs shall be placed a minimum of 30-inches away from the trunk of any tree.
- 26.15 Landscape islands, a minimum ten feet in width with minimum aisle turning radii of ten feet shall be provided at the end of all parking rows, except where parking rows directly abut buildings, sidewalks, walls, or similar features.
- 26.16 Parking rows containing 15 or more spaces shall contain one landscape island within the interior of the parking row for each 15 parking spaces in addition to the required row end landscape islands.
- 26.17 Landscape islands shall not extend closer than three feet from the aisle end of the adjacent parking space(s).
- 26.18 Landscape islands shall be designed with a six-inch curb and a minimum one-foot paved area where abutting the side of parking stalls. Paved areas of landscape islands shall not be counted toward fulfilling landscape requirements.
- 26.19 All landscape islands, which are located at the front of head-in parking spaces, shall be designed with a minimum two and a half-foot area free from vegetation where the front of a vehicle may overhang the island. The overhang area shall be surfaced with non-living landscape material such as bark, gravel, or rock. Two and a half feet of the overhang area may be counted as part of the overall parking space length.
- 26.20 All portions of a parking lot devoted to landscaping shall be provided with a permanent automatic irrigation system designed for water conservation.
- 26.21 Landscaping located beneath windows shall be no taller than the windowsill and maintained at this height. Barrier plants shall be used below and to the sides of windows when possible.

- 26.22 Landscaping shrubs or bushes located along pedestrian pathways shall be no taller than three feet and maintained at this height.
- 26.23 Tree canopies at maturity shall be no lower than six feet.
- 26.24 Landscaping shall be maintained in a manner that discourages places for concealment. Low growth shrubs with maximum heights of no more than two feet shall be utilized.
- 26.25 Parking lot landscaping shall comply with applicable standards contained in the PMC and shall not be obstructed by trees or other landscaping.
- 27 The applicant shall incorporate into the project design all existing easements within the project boundaries or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Planning Manager/City Engineer and/or the Planning Commission. (P)(E)
- 28 The applicant shall obtain off-site easements from the affected property owner(s) for all proposed off-site improvements (i.e. slopes and related grading activities, street improvements, walls drainage, etc.). If said easements cannot be obtained, the project shall be redesigned to incorporate these improvements entirely within the project boundary to the satisfaction of the Planning Manager or the Planning Commission. The City Engineer shall have the right to withhold approval of the affected improvement plans for failure to satisfy this condition. (P)(E)
- 29 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. Said erosion control plan shall provide appropriate dust control measures as required by the City Engineer and the Antelope Valley Air Quality Management District (AVAQMD). (E)(AVAQMD)
- 30 From the beginning of the first ground disturbing activity until all buildings have been released for occupancy, the following shall be required of the applicant:
1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 15 - April 15);
2) provide appropriate dust control measures, per City and AVAQMD Standards, to minimize nuisance from dust at all times. (E)(B&S)

- 31 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the State Water Resources Control Board (SWRCB) and obtain a Waste Discharger Identification WDID number to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. The applicant shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the SWRCB for approval. Once approved, the applicant shall submit a copy of the final SWPPP to the City Engineer. (E)
- 32 A final hydrology study and hydraulics report shall be prepared for this project and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts, based on the City of Palmdale Engineering Design Standards and the adopted Storm Water Management Policy. (E)
- 33 All manufactured slopes on or adjacent to project boundaries shall meet the setback requirements of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any off-site slope not meeting these requirements. In addition, all slopes are required to meet City Standards with respect to erosion control. (E)
- 34 All drainage runoff and nuisance water shall be treated onsite prior to discharge to a public street or approved drainage facility. (E)
- 35 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any adjacent property is increased, concentrated, diverted, or changed in any form as required by State law. (E)
- 36 Dry wells shall be required for this project to dispose of on-site nuisance water in accordance with the approved drainage plan. No nuisance water generated from this development shall be allowed outside the boundaries of this development unless authorized by the City Engineer. Appropriate measures shall be taken to protect dry wells and basins from silt during grading operations and any off-site flow from undeveloped areas designed to flow through subdivision. (E)

- 37 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the approval of a grading permit. (E)
- 38 The applicant shall enter into a Development Improvement Agreement and post securities, for grading operations within the City, and pay all applicable fees. (E)
- 39 All drainage facilities shall be designed to be compatible with Master Plan of Drainage facilities. The applicant shall provide system piping to allow for the future elimination of the drainage basin. (E)
- 40 Reimbursement for drainage facilities shall only be considered for the developer's dedication and construction of those facilities depicted on the City's Master Plan of Drainage. (E)
- 41 This project is located within the Anaverde Natural Drainage Basin as defined by the City's Master Drainage Plan and approved by Resolution 89-75. The applicant shall comply with the provisions of Chapter 3.38 (Drainage Fee Requirements) of the PMC. The applicant shall pay the applicable drainage fees to the Engineering Division in the amount that is in effect at the time such fees are to be collected. Payment of drainage fees for all areas which are disturbed by grading are due upon submittal of first rough grade certification. (E)(B&S)
- 42 Grading shall be designated "Engineering Grading" per City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed in one continuous operation, or in phases as approved by the Planning Manager and the City Engineer. (E)
- 43 Prior to issuance of a grading permit, the applicant shall provide proof of compliance with all the AVAQMD requirements and applicable fees. (AVAQMD)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH ISSUANCE OF BUILDING PERMITS:

- 44 The applicant shall provide written evidence to the Engineering Division that approval has been obtained from the Los Angeles County Fire Department. (F)(E)

- 45 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies including, but not limited to, the following:

Los Angeles County Sanitation District
Los Angeles County Department of Health Services
Los Angeles County Consolidated Fire District
Palmdale Water District
Palmdale School District
Antelope Valley Union High School District
Antelope Valley Air Quality Management District

The duty of inquiry as to such requirements shall be upon the applicant. Receipt and proof of payment shall be provided to the Building and Safety Division prior to issuance of any building permits. (P)(E)(F)(B&S)

- 46 If the City's Civic Center Complete Streets project (Project Number 761) does not commence, the applicant shall provide standard street improvements for the west half of 9th Street East across the project frontage in accordance with City requirements. The design shall be based on an acceptable centerline profile extending a minimum 300 feet beyond the project where applicable, according to the General Plan designation for this street. These improvements shall consist of:
(E)

46.1 Curb and gutter;

46.2 Sidewalk (width = five feet);

46.3 Roadway grading and paving, overlay and or match-up, as directed by the City Engineer;

46.4 Traffic control signs and devices as required by the City Engineer;

46.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer;

46.6 Accessible curb ramps at all walk returns;

46.7 Roadway drainage device(s);

- 46.8 Streetlights; and,
 - 46.9 Corner cutoff dedications as required by the City Engineer.
- 47 If the 9th Street East portion of the City's Civic Center Complete Streets project (Project Number 761) is not completed prior to occupancy of the two buildings (Buildings A and B) adjacent to 9th Street East, the applicant shall provide temporary ADA compliant pedestrian walkways along the 9th Street East frontage and to each unit that is provided direct pedestrian access to 9th Street East to the satisfaction of the Building Official and City Engineer. The temporary ADA walkway shall be depicted on the street improvements plans. (B&S)(E)
- 48 The applicant shall provide partial street improvements for the south half of Avenue Q-11 across the project frontage in accordance with City requirements. improvements shall consist of: (E)
- 48.1 Traffic control signs and devices as required by the City Engineer;
 - 48.2 Accessible curb ramp(s) at all walk returns;
 - 48.3 Roadway drainage device(s);
 - 48.4 Streetlights;
 - 48.5 Corner cutoff dedications as required by the City Engineer;
 - 48.6 Underground existing poles and utility lines under 50KV;
 - 48.7 Dedicate an additional four feet of right-of-way; and,
 - 48.8 Dedicate and construct a minimum of a four-foot bypass for compliance with the Americans with Disabilities Act (1990) at all driveway approaches.
49. The applicant shall provide standard street improvements for the north half of Avenue Q-12 across the project frontage in accordance with City requirements. The design shall be based on an acceptable centerline profile extending a minimum 300 feet beyond the project where applicable, according to the General Plan designation for that street. These improvements shall consist of: (E)

- 49.1 Curb and gutter;
 - 49.2 Sidewalk (width = five feet);
 - 49.3 Reconstruction of the north half of street to centerline;
 - 49.4 Traffic control signs and devices as required by the City Engineer;
 - 49.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer;
 - 49.6 Accessible curb ramp(s) at all walk returns;
 - 49.7 Roadway drainage device(s);
 - 49.8 Streetlights;
 - 49.9 Corner cutoff dedications as required by the City Engineer;
 - 49.10 Underground existing poles and utility lines under 50KV;
 - 49.11 Dedicate an additional four feet of right-of-way; and,
 - 49.12 Dedicate and construct a minimum of a four-foot bypass for compliance with the Americans with Disabilities Act (1990) at all driveway approaches.
- 50 A signing and striping plan shall be provided for all roadway improvements, subject to the approval of the City Engineer as part of the approval of the street improvement plans. (TE)(E)
- 51 The right to restrict access shall be dedicated along all lots abutting Avenue's Q-11, Q-12 and 9th Street East. (TE)
- 52 If the City's Civic Center Complete Streets project (Project Number 761) does not commence, the applicant shall construct standard street improvements for 9th Street East at the intersections of Avenue Q-11 and Avenue Q-12 as specified within RESOLUTION NO. PC-2020-032. (TE)

- 53 All driveways shall have a minimum radius of 15 feet. (TE)
- 54 The applicant shall comply with all applicable development regulations and requirements prior to the issuance of any building permits on the subject property. (P)(E)(B&S)
- 55 A sanitary sewer-area study shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system, designed as the only method of sewage disposal for this project, shall be dedicated to the City. (E)
- 56 Any sewer mainline upgrade or extension to serve the project shall be constructed at the developer's expense. (E)
- 57 Coordination and clearance shall be obtained from the Los Angeles County Sanitation District and the City of Palmdale Public Works - Sewer Maintenance Division prior to issuance of a sewer permit. (E)
- 58 The project shall comply with all requirements of PMC Chapter 13.05, Sewer Collection Service Charges. (E)
- 59 Water mains shall be designed to meet or exceed the total flow requirements determined from domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Chief. (E)
- 60 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not been installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)
- 60.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or
- 60.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

- 61 Street lighting plans shall be reviewed and approved separate of the approval of the street improvement plans. Street lighting plans and electrical plans shall be submitted to the City Engineer for review and approval and to Southern California Edison Company for reference. Electrical plans shall be prepared by a Registered California Electrical Engineer. (E)
- 62 The applicant shall petition the City to form a Streetlight Benefit Assessment District for the ownership and maintenance of streetlights and appurtenant facilities. Such district shall be formed at the sole cost and expense of the applicant. If the City is unsuccessful in the formation of the District, the Developer shall propose an alternative maintenance entity and shall be responsible for the maintenance of the landscaping and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Developer. (E)
- 63 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)
 - 63.1 Southern California Edison;
 - 63.2 Southern California Gas Company;
 - 63.3 AT&T;
 - 63.4 Cable TV; and,
 - 63.5 Palmdale Water District.
- 64 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)
- 65 All sanitary sewer mains to be dedicated to the City shall be provided with as built plans and have TV video inspection, as required by City Inspector, prior to final acceptance for maintenance. (E)

- 66 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to release of rough grading. The City of Palmdale Building Code requires these reports from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)
- 67 The applicant shall enter into a Development Improvement Agreement and post securities, for improvements, with the City, and pay all applicable fees. (E)
- 68 Slope erosion control shall be installed to the satisfaction of the City Engineer. (E)
- 69 A lot merger shall be recorded prior to issuance of a building permit to the satisfaction of the City Engineer. (E)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

- 70 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)
- 71 Grading shall be done in accordance with a grading plan prepared by the applicant's Registered Civil Engineer. All grading work shall be performed in one continuous operation or in phases as approved by the Planning Manager and the City Engineer. (P)(E)
- 72 Transmission lines less than 50KV and all other utility lines, existing and proposed, shall be installed underground in accordance with the City's Underground Utilities Ordinance. (E)
- 73 Signing and striping shall be provided for all roadway improvements. (TE)
- 74 The applicant shall comply with City and State guidelines and requirements for traffic control during construction and prior to final project acceptance. (TE)
- 75 The City Engineer shall be notified a minimum of 60 days prior to anticipated opening of any street to public travel. (E)(TE)
- 76 All existing utilities interfering with new construction shall be relocated at the developer's expense. (E)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO OCCUPANCY OF THIS PROJECT:

- 77 The applicant shall comply with the provisions of PMC Section 3.40 (Traffic Impact Fee Requirements). The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected pursuant to the provisions of PMC Section 3.40 of the PMC. (E)(TE)(B&S)
- 78 The applicant shall comply with the provisions of PMC Section 3.42 (Fire Facility Impact Fee Requirements). The applicant shall pay the applicable fire facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (E)(B&S)
- 79 The applicant shall comply with the provisions of PMC Section 3.45 (Public Facility Development Impact Fee Requirements). The applicant shall pay the applicable public facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (E)(B&S)
- 80 All public improvements shall be complete and accepted by the City. (E)
- 81 The applicant shall purchase and install street name signs in accordance with City of Palmdale standards. The number and location of signs shall be as determined by the City Engineer. (E)(TE)
- 82 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City of Palmdale building codes require that these be submitted by the field or supervising grading engineer. (E)
- 83 Any broken or damaged curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development shall be repaired. Any existing driveways that are not to be used shall be replaced with standard curb, gutter, and sidewalk. (E)
- 84 The applicant shall improve any private street(s) or access drives for this project according to the plans approved by the City Engineer. (E)

- 85 The project shall be constructed in accordance with all the approved plans, including but not limited to site plans, grading plans, landscape/irrigation plans, lighting plans, and elevations. (P)(E)
- 86 The applicant shall record a covenant upon the property, binding upon all owners, future owners, heirs or assigns of the property, regarding the required private maintenance of all private drainage facilities, to the satisfaction of the City Engineer. (E)
- 87 Primary building address numbers shall be located on the side of the building where the main entrance is located. Each building shall display an additional set of numbers on the secondary frontage (street side) when the building does not front on the street of address. Numbers shall be no less than eight inches in height, if located less than 100 feet from the centerline of the addressed street or 12 inches in height if placed further than 100 feet from the centerline of the addressed street. Numbers shall be of a color contrasting to the background to which they are affixed. (PS)
- 88 Outside hinges on all exterior doors shall be provided with non-removable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of the door. (PS)
- 89 All front doors shall be equipped with a peephole. (PS)
- 90 All doors shall be equipped with a single-cylinder dead bolt lock with a minimum throw of one-inch and an embedment of not less 5/8-inch into the holding device. (PS)
- 91 The project shall be subject to a final walk through Crime Prevention Through Environmental Design inspection by the Crime Prevention Office prior to issuance of permit of occupancy. (PS)
- 92 A detailed security/management plan that includes security procedures, lease/rental agreement, application, tenant screening procedures, security deposit agreement, hours of operation of common facilities and offices shall be submitted to the Public Safety Division a minimum of two weeks prior to issuance of the first occupancy permit. (PS)

- 93 Management shall undergo training and certification by the Palmdale Sheriff Partners Against Crime (PAC) program and shall remain active in this program during the life of the development. (PS)
- 94 Iron bars or steel grills shall be used on air ducts or air vent openings larger than eight-inches by twelve-inches located on the roof or exterior walls and security screens shall be used on ventilation spaces located within garages to prohibit access by unauthorized persons. (PS)
- 95 Each patio, entry, balcony and pedestrian garage door shall be equipped with its own light source. (PS)
- 96 Garage doors shall be secured and controlled by electrically controlled doors to prohibit access by unauthorized persons. (PS)
- 97 A brief descriptive diagram which clearly indicates the numerical or alphabetical identification pattern or layout, and the location of each dwelling unit, including floor levels and access patterns shall be posted at or near the primary entrance to the buildings. (PS)
- 98 Each individual unit shall display a prominent identification number (address) not less than six inches in height, which is easily visible from approaching interior road and pedestrian traffic. (PS)

THE FOLLOWING CONDITION(S) SHALL BE MET AS AN ON-GOING ELEMENT OF THE PROJECT:

- 99 Installation of speed bumps or humps as a means to control on-site speed shall be prohibited. If speed bumps or humps are installed on-site in violation of this condition of approval, the bumps or humps shall be removed at the expense of the property owner. (TE)
- 100 All parking facilities shall be maintained in good condition in accordance with the provisions of PMC Chapter 17.87. The maintenance thereof may include, but shall not be limited to the repaving, oiling, and striping of a parking area and the repair, restoration and/or replacement of any parking area design features when deemed necessary by the Planning Manager to insure the health, safety, and welfare of the general public. (P)(E)

- 101 The premises shall be kept in a neat and orderly condition at all times. (PS)
- 102 The site shall be subject to periodic site inspections by the Planning Division, Building and Safety Division, Public Safety Division and Sheriff's Department for the purpose of maintaining compliance with City regulations, project conditions of approval and public health and safety. (PS)(P)(E)
- 103 Graffiti shall be removed by the applicant within 72 hours of discovery as per PMC Section 9.30.080. (PS)
- 104 All owners, future owners, heirs, or assigns of the property shall be required to maintain all private drainage facilities in good working condition, as determined by the City Engineer, and shall be responsible for any damages associated with the private drainage facilities and for any costs incurred by the City for emergency maintenance, repairs, and any other efforts to keep the private drainage facilities in good working condition and/or to insure the health, safety, and welfare of the general public. The applicant shall record a covenant upon the property regarding said maintenance. (E)

Key to Departmental Conditions:

- (P) Planning Division (661-267-5200)
- (E) Engineering Division (661-267-5353)
- (F) Los Angeles County Fire Department (661-949-6319)
- (B&S) Building and Safety Division (661-267-5353)
- (Pk) Parks and Recreation Department (661-267-5611)
- (PS) Public Safety Division (661-267-5170)
- (SCE) Southern California Edison Company (661-945-9317)
- (TE) Traffic Division (661-267-5300)
- (AVAQMD) Antelope Valley Air Quality Management District (661-723-8070)



City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

DISTRICT: 4

SUBJECT: NOTICE OF COMPLETION – ACCEPT PUBLIC IMPROVEMENTS
FOR TRACT 61611 & 61981 LOCATED AT THE NORTHEAST
CORNER OF AVENUE S AND 65TH STREET EAST

ISSUE

Notice of Completion – Accept Public Improvements for Tract 61611 & 61981 located at the northeast corner of Avenue S and 65th Street East.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the completed public improvements for Tract 61611 & 61981 located at the northeast corner of Avenue S and 65th Street East; and,
2. Authorize the City Manager or her designee to file a Notice of Completion and release the security for the completed public improvements.

BACKGROUND

This project, located at the northeast corner of Avenue S and 65th Street East, constructed street improvements, including curb, gutter, sidewalk, streetlights, pavement, and landscaping along the roadways and within Tract 61611 and 61981. 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. After a year maintenance period, these improvements will be transferred 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 per the City's subdivision regulations. This action is being taken according 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:	Lynn Glidden, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

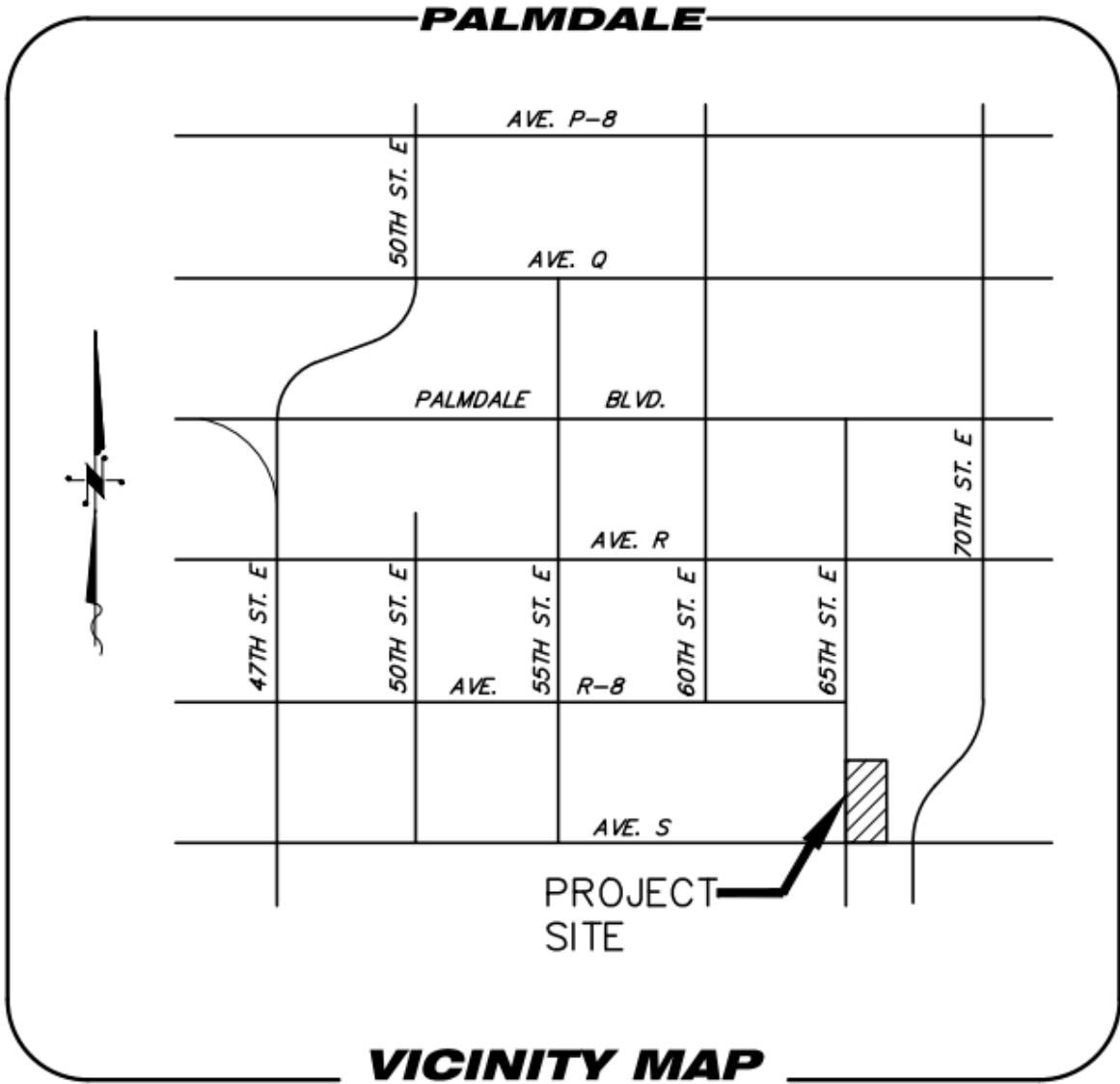
ATTACHMENTS

1. Exhibit A – List of Completed Public Improvements
2. Exhibit B – Site Map Location
3. Notice of Completion – Tract 61611 & 61981 Street Improvements
4. Site Photo

EXHIBIT A
LIST OF COMPLETED PUBLIC IMPROVEMENTS

<u>Tract/Project</u>	<u>Plan #</u>	<u>Quantity</u>	<u>Security</u>
TR 61611 & 61981	ST 21-11	3,047 LF	\$1,587,700
TR 61611 & 61981	SD 21-11	147 LF	\$15,200
TR 61611 & 61981	PC 21-11	3,421 LF	\$286,000
TR 61611 & 61981	LMD 21-11	32,260 LF	\$365,800

EXHIBIT B
SITE MAP



N.T.S

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: **Street Improvements-Tract 61611, 61981.**
5. A work of improvement on the property hereinafter described was completed on **October 24, 2023**
6. The work done was: "**Street Improvements-Tract 61611, 61981**",
7. The name of the Contractor for such work of improvement: **Maison's Palmdale, LP.**
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: **Northeast corner of Avenue S and 65th Street East.**
9. The address of said property is: **Tract 61611, 61981.**

Dated: December 6, 2023

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 December 6, 2023, in the City of Palmdale, California.

Guillermo I. Padilla, City Engineer





City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
DISTRICT: 1
SUBJECT: APPROVE FINAL PARCEL MAP NO. 83805 (LOCATED AT TRADE
CENTER DRIVE & AVENUE P-4)

ISSUE

Approve Final Parcel Map No. 83805 (located at Trade Center Drive & Avenue P-4).

RECOMMENDATION

Staff recommends that the City Council:

- A. Approve Final Parcel Map No. 83805 (located at Trade Center Drive & Avenue P-4); and,
- B. Authorize the City Clerk to execute City Clerk's Statement and Special Assessments Statement; and,
- C. Authorize the Acting City Surveyor to execute the City Surveyor's Statement and file the map with the County Recorder.

BACKGROUND

Final Parcel Map No. 83805 is a 6.4-acre subdivision, legally creating two commercial lots. All proposed lot sizes and dimensions comply with the City's Zoning Ordinance. The subject property is located at Trade Center Drive and Avenue P-4. The applicant for this final parcel map is Children's Bureau Palmdale, a California Nonprofit Public Benefit Corporation. This tentative parcel map was approved by the Planning Commission on February 9, 2023, by Resolution No. PC-2023-002.

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

ATTACHMENTS

1. Parcel Map No. 83805

PARCEL MAP NO. 83805

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. 25522, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 302, PAGES 39 AND 40 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

TENTATIVE MAP EXPIRES FEBRUARY 21, 2026

CRC ENTERPRISES
RON KOESTER L.S. 5930

2 PARCELS

6.41 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, 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 SAID BOUNDARIES OF SAID EASEMENTS OFFERED TO THE PUBLIC, EXCEPT WHERE SUCH RIGHT OR INTEREST IS EXPRESSLY MADE SUBJECT TO THE SAID EASEMENT.

AND I HEREBY OFFER TO DEDICATE REAL PROPERTY TO THE CITY OF PALMDALE

AN EASEMENT FOR ACCESS, FIRE LANES AND EMERGENCY ACCESS PURPOSES OVER THE PRIVATE DRIVEWAYS SO DESIGNATED ON SAID MAP.

OWNER

CHILDREN'S BUREAU PALMDALE, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

KYMBERLY GARRETT
CORPORATE SECRETARY

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 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA, A CALIFORNIA CORPORATION ON FEBRUARY 2023. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE TRACT MAP, IF ANY. THAT THE MONUMENTS OF THE CHARACTER AND LOCATION SHOWN HEREON ARE IN PLACE, OR WILL BE IN PLACE WITHIN TWENTY-FOUR MONTHS FROM THE FROM THE FILING DATE OF THIS MAP; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THE 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 "FOR REVIEW"

RONALD N. KOESTER L.S. 5930 DATE 10-23-23
EXPIRES 12/31/2024



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 COMPLETED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



DATE FREDERICK R. JONES JR. ACTING CITY SURVEYOR

CITY CLERK'S STATEMENT

I, ROCHELLE SCOTT, ACTING 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 _____ 2023 AND THAT THEREUPON SAID COUNCIL DID, BY AND ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND ON BEHALF OF THE PUBLIC, DAID COUNCIL DID:

ACCEPT THE OFFER FOR ACCESS, FIRE LANES AND EMERGENCY ACCESS PURPOSES EASEMENTS OVER THE PRIVATE DRIVEWAYS SO DESIGNATED ON SAID MAP.

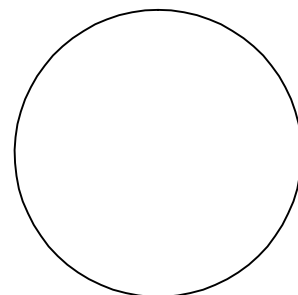
DATE ROCHELLE SCOTT, ACTING CITY CLERK, CITY OF PALMDALE

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 SECTIONS 66492 AND 66493 OF SUBDIVISION MAP ACT.

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

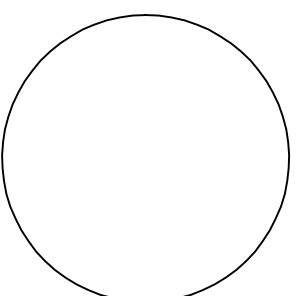
BY: _____ DATE _____
DEPUTY



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON PARCEL MAP NO. 83805 AS REQUIRED BY LAW.

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

BY: _____ DATE _____
DEPUTY



MONUMENT NOTES

SPIKE AND WASHER TAGGED "LS 5930" TO BE SET DOWN 0.04' AS SHOWN ON MAP

2" I.P. TAGGED "LS 5930" TO BE SET 6" DOWN AS SHOWN ON MAP

SET LT&T, TAGGED "LS 5930" TO BE SET AS SHOWN ON MAP

SOILS REPORT NOTE

ACCORDING WITH SECTION 66434.5 OF THE SUBDIVISION MAP ACT, A GEOTECHNICAL REPORT WAS PREPARED ON OCTOBER 1, 2021 BY ALLAN E. SEWARD, ENGINEERING GEOLOGY INC., FILE NUMBER 21-2731-5 AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF NORTH 89° 47' 31" WEST BEING SOUTHERLY LINE OF THE EAST AND WEST 1/4 CORNERS OF SECTION 22, T6N, R12W, S.B.M. PER TRACT NO. 52695, FILED IN BOOK 1237 PAGES 45 THROUGH 47, INCLUSIVE, OF MAPS, RECORDS OF LOS ANGELES COUNTY.

SPECIAL ASSESSMENT STATEMENT

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

DATE ROCHELLE SCOTT, ACTING CITY CLERK, CITY OF PALMDALE

PARCEL MAP NO. 83805

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

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

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, 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: _____
NAME: _____, NOTARY PUBLIC
NOTARY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN: _____

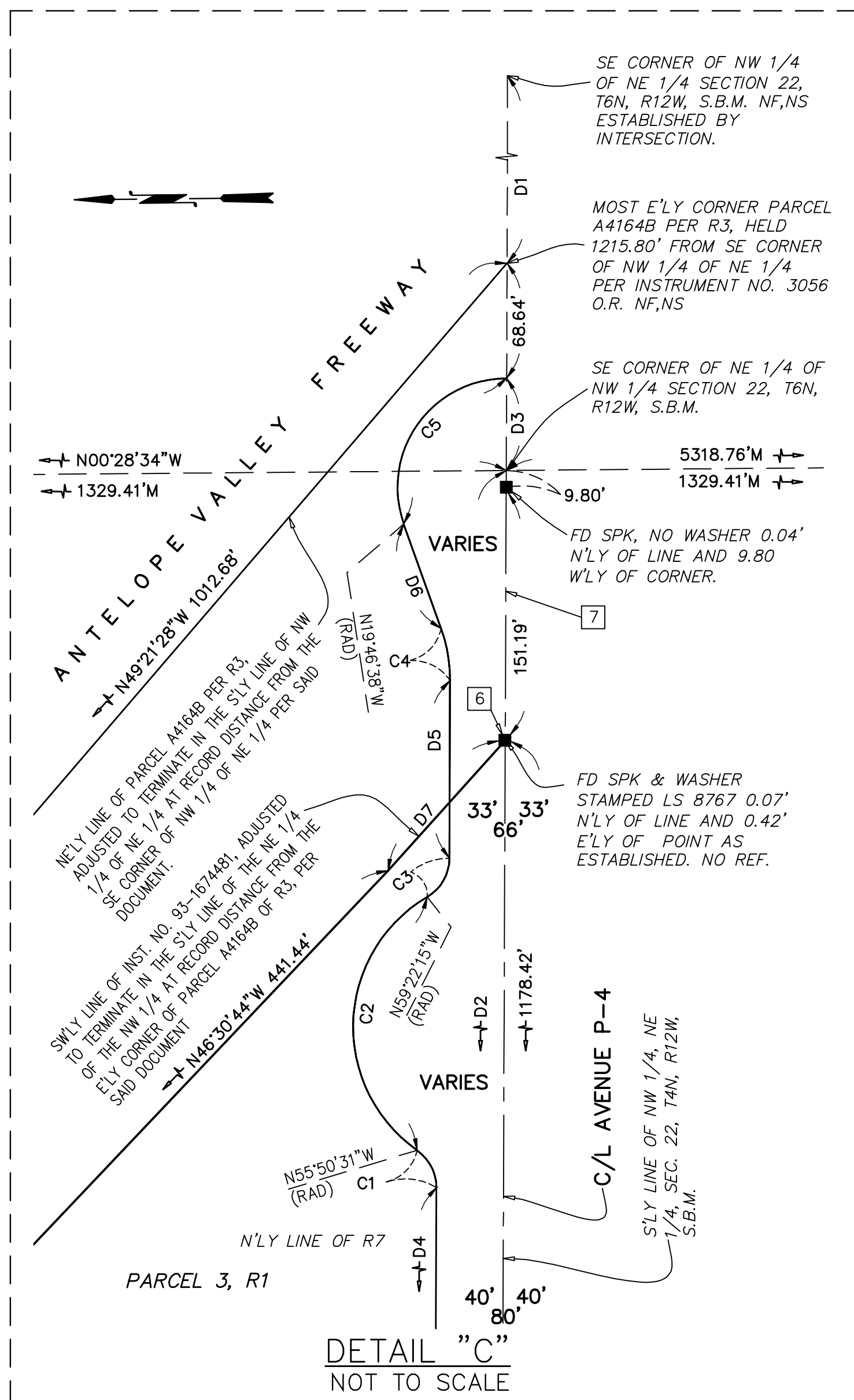
SIGNATURES OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE
INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION
66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH
THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT
REQUIRED BY THE LOCAL AGENCY:

WATT COMMERCIAL DEVELOPMENT, HOLDER OF AN EASEMENT FOR DRAINAGE AND
SLOPES RECORDED FEBRUARY 8, 1991 AS INSTRUMENT NO. 91-197324. OF OFFICIAL
RECORDS, RECORDS OF LOS ANGELES COUNTY. SAID EASEMENT IS BLANKET IN
NATURE.

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, HOLDER OF
AN EASEMENT FOR A DETECTOR CHECK ASSEMBLY AND APPURTENANCES PURPOSES
RECORDED MAY 7, 1998 AS INSTRUMENT NUMBER 98-772061, OFFICIAL RECORDS.
RECORDS OF LOS ANGELES COUNTY.

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA, A CALIFORNIA NONPROFIT PUBLIC
BENEFIT CORPORATION, HOLDER OF A LESSEE'S INTEREST AS DISCLOSED BY
MEMORANDUM OF PRIME LEASE RECORDED MARCH 16, 2023 AS INSTRUMENT NO.
20230170000, OF OFFICIAL RECORDS.



LEGEND

R1 = PARCEL MAP NO. 25522, P.M.B. 302 PAGES 39-40
R3 = FINAL ORDER OR CONDEMNATION REC. JULY 10, 1970
AS INST. NO. 3056, OF OFFICIAL RECORDS.

R7 = GRANT DEED REC. JULY 24, 1992 AS INST. NO.
92-1350075, OF OFFICIAL RECORDS.

■ INDICATES FOUND MONUMENT AS DESCRIBED

NF,NS INDICATES NOTHING FOUND, NOTHING SET

● ● ● ●
BOUNDARY OF LAND BEING SUBDIVIDED BY
THIS MAP

6 SW'LY CORNER OF LAND DESCRIBED IN INST. NO. 93-1674481.
ESTABLISHED BY RECORD DISTANCE FROM MOST E'LY CORNER
PARCEL A4161B PER R3, NF,NS

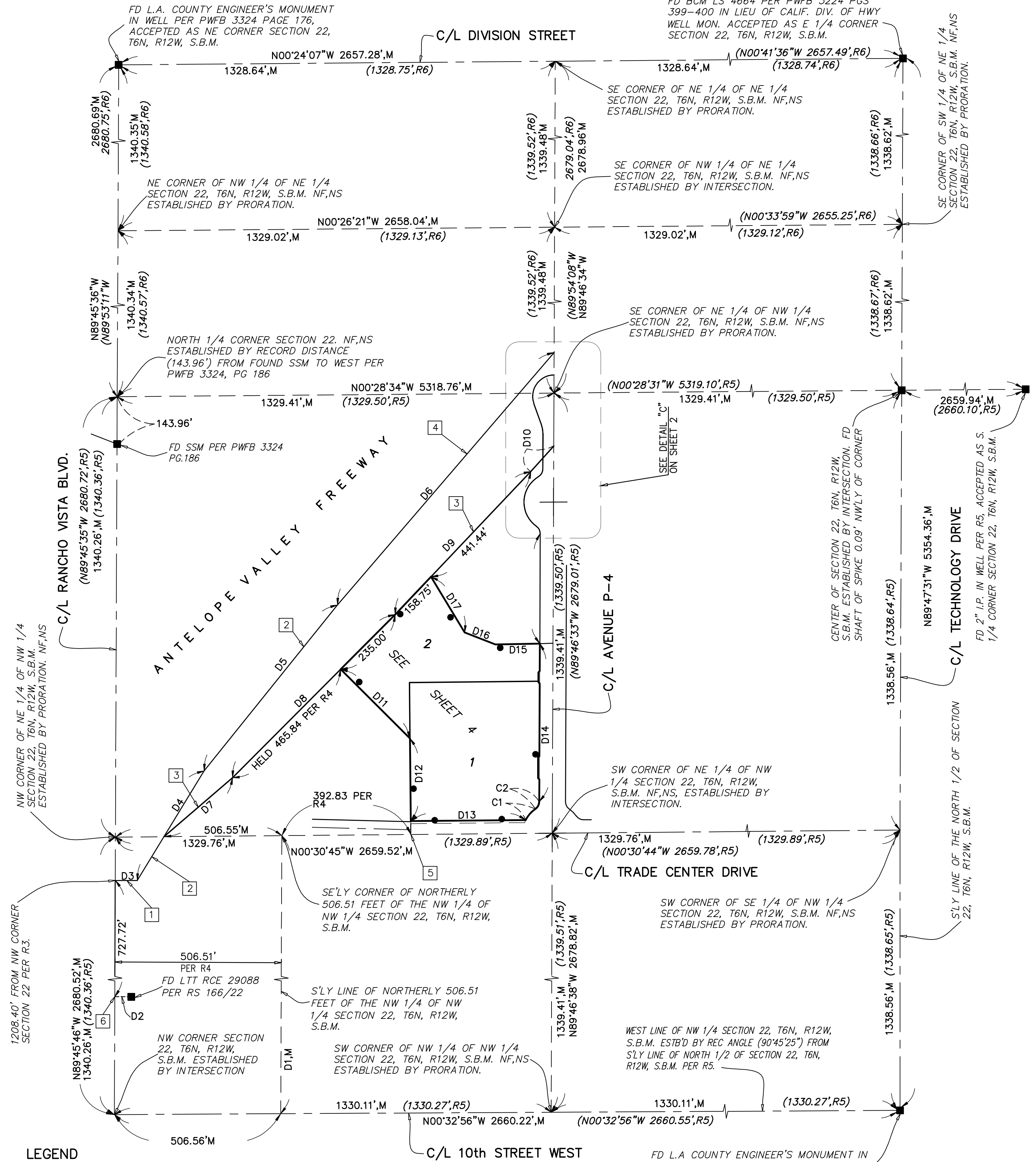
7 HELD 284.67' FROM MOST E'LY CORNER OF PARCEL A4161B
OF R3 O.R. PER INSTRUMENT NO. 93-1674481, REC. AUG.
27, 1993.

COURSE TABLE		
No.	BEARING	DIST.
D1	N89°46'34"W	1215.80'
D2	N89°46'38"W	1339.41'
D3	N89°46'34"W	55.04'
D4	N89°46'38"W	334.72'
D5	N89°46'38"W	106.15'
D6	N70°13'22"E	66.23'
D7	N48°01'38"W	104.43'

CURVE TABLE			
No.	DELTA	R	L
C1	55°03'53"	27.00'	25.95'
C2	114°12'46"	90.00'	179.41'
C3	59°08'53"	27.00'	27.87'
C4	20°00'00"	90.00'	31.42'
C5	110°00'00"	65.00'	124.79'

PARCEL MAP NO. 83805

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



LEGEND

- R1 = PARCEL MAP NO. 25522, P.M.B. 302 PAGES 39-40
- R2 = PARCEL MAP NO. 26725, P.M.B. 313 PAGES 84-85
- R3 = FINAL ORDER OR CONDEMNATION REC. JULY 10, 1970 AS INST. NO. 3056, OF OFFICIAL RECORDS.
- R4 = GRANT DEED REC. APRIL 3, 1997 AS INST. NO. 97-511360, OF OFFICIAL RECORDS.
- R5 = TRACT NO. 52695, M.B. 1237 PAGES 45-47
- R6 = TRACT NO. 49832, M.B. 1181 PAGES 70-75

- INDICATES FOUND MONUMENT AS DESCRIBED
- () INDICATES RECORD INFORMATION PER RECORD MAP
- M INDICATES MEASURED DISTANCE
- BCM BRASS CAP MONUMENT
- NF,NS INDICATES NOTHING FOUND, NOTHING SET

BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP

- 1 E'LY LINE OF PARCEL A4164B PER R3. ESTABLISHED BY RECORD ANGLE AND DISTANCE PER SAID DOCUMENT
- 2 NE'LY LINE OF PARCEL A4164B PER R3. ESTABLISHED BY RECORD ANGLE AND DISTANCE PER SAID DOCUMENT
- 3 SW'LY LINES OF INSTRMENT NO. 93-1674481, REC. AUG. 27, 1993, ESTABLISHED BY RECORD ANGLES AND DISTANCES PER SAID DOCUMENT

- 4 NE'LY LINE OF PARCEL A4164B PER R3, ADJUSTED TO TERMINATE IN THE S'LY LINE OF NW 1/4 OF NE 1/4 AT RECORD DISTANCE FROM THE SE CORNER OF NW 1/4 OF NE 1/4 PER SAID DOCUMENT.
- 5 W'LY PROD OF N'LY LINE OF PARCEL 1, R1, ESTABLISHED BY RECORD DISTANCE FROM THE SE'LY CORNER OF NORTHERLY 506.51 FEET OF THE NW 1/4 OF NW 1/4 SECTION 22, R4. FD. S&W TAGGED RCE 29088 FLUSH IN LIEU OF 2" IRON PIPE PER R5.
- 6 ESTABLISHED FROM FD LT&T TO SOUTH. HELD FOR LINE

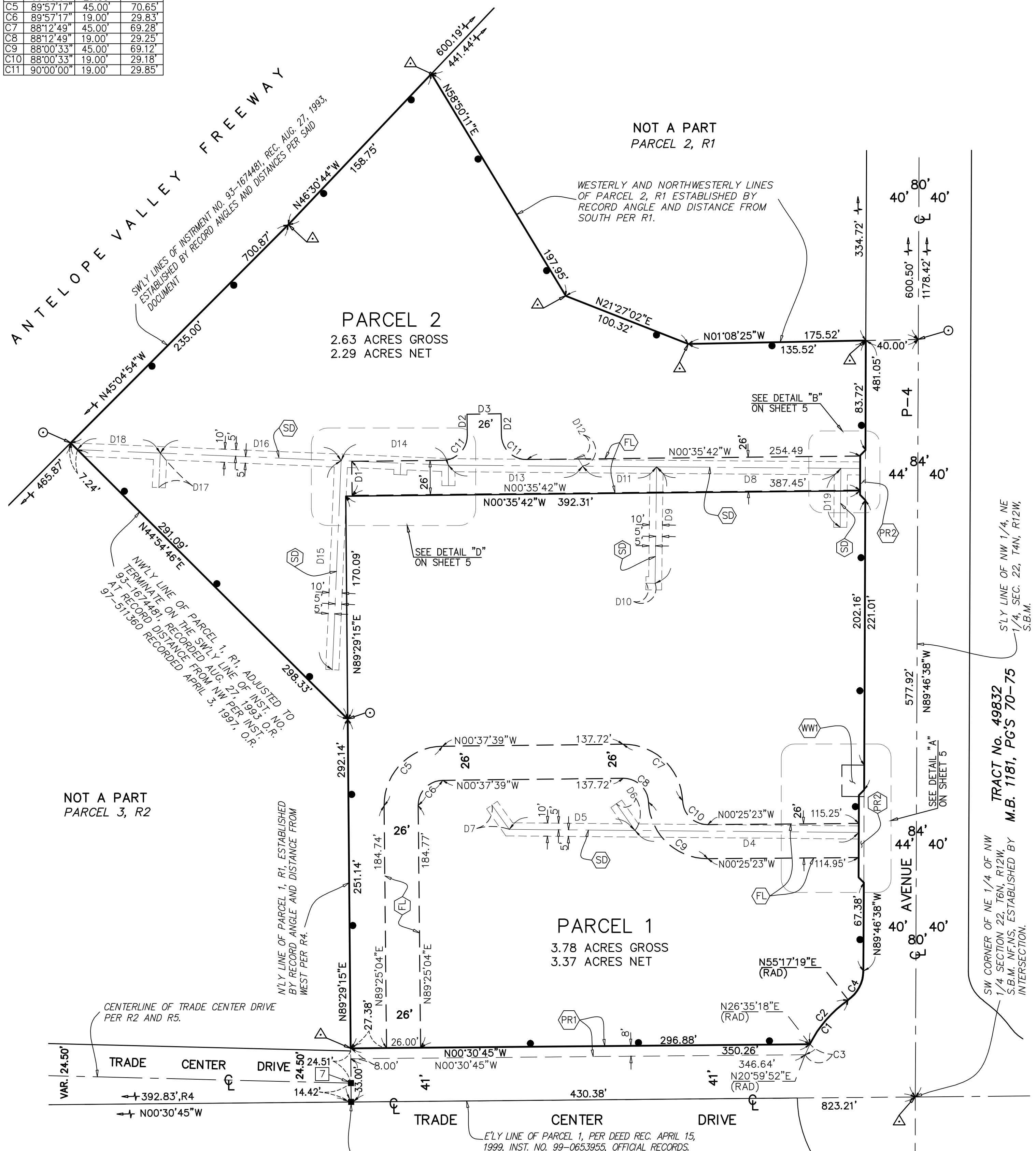
CURVE TABLE			
No.	DELTA	R	L
C1	28°42'01"	90.00'	45.08'
C2	55°03'57"	27.00'	25.95'

COURSE TABLE		
No.	BEARING	DIST.
D1	N89°45'46"W	1339.94'
D2	N00°14'14"E	50.00'
D3	N00°14'14"E	67.00'
D4	N58°37'08"W	390.66'
D5	N51°13'02"W	648.06'
D6	N49°21'28"W	1012.88'
D7	N40°43'08"W	275.30'
D8	N45°04'54"W	700.87'
D9	N46°30'44"W	600.19'
D10	N48°01'38"W	100.43'
D11	N44°54'46"E	298.33'
D12	N89°29'15"E	251.14'
D13	N00°30'45"W	350.26'
D14	N89°46'38"W	481.05'
D15	N01°08'25"W	135.52'
D16	N21°27'02"E	100.32'
D17	N58°50'11"E	197.95'
D18	N89°46'38"W	334.72'

PARCEL MAP NO. 83805

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

CURVE TABLE			
No.	DELTA	R	L
C1	34°17'27"	90.00'	53.86'
C2	28°42'01"	90.00'	45.08'
C3	05°35'26"	90.00'	8.78'
C4	55°03'57"	27.00'	25.95'
C5	89°57'17"	45.00'	70.65'
C6	89°57'17"	19.00'	29.83'
C7	88°12'49"	45.00'	69.28'
C8	88°12'49"	19.00'	29.25'
C9	88°00'33"	45.00'	69.12'
C10	88°00'33"	19.00'	29.18'
C11	90°00'00"	19.00'	29.85'



LEGEND

- R1 = PARCEL MAP NO. 25522, P.M.B. 302 PAGES 39-40
- R2 = PARCEL MAP NO. 26725, P.M.B. 313 PAGES 84-85
- R4 = GRANT DEED REC. APRIL 3, 1997 AS INST. NO. 97-511360, OF OFFICIAL RECORDS.
- R5 = TRACT NO. 52695, M.B. 1237 PAGES 45-47
- R7 = GRANT DEED REC. JULY 24, 1992 AS INST. NO. 92-1350075, OF OFFICIAL RECORDS.
- INDICATES FOUND MONUMENT AS DESCRIBED
- △ INDICATES 2" IRON PIPE, TAGGED "LS5930", DOWN 6" TO BE SET
- INDICATES SPIKE AND WASHER, TAGGED "LS5930", DOWN 0.04" TO BE SET
- () INDICATES RECORD INFORMATION PER RECORD MAP
- M INDICATES MEASURED DISTANCE
- BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP

- FL FIRE LANE & EMERGENCY ACCESS (OVER PRIVATE DRIVEWAY) DEDICATED HEREON.
- PR1 8' WIDE STREET EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES PER DOCUMENT RECORDED SEPT. 28, 2022 AS INSTRUMENT NO. 20220945625. OFFICIAL RECORDS.
- PR2 4' AND VARIABLE WIDTH STREET EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES PER DOCUMENT RECORDED SEPT. 28, 2022 AS INSTRUMENT NO. 20220945626. OFFICIAL RECORDS.
- SD CENTERLINE OF 10' WIDE PRIVATE STORM DRAIN EASEMENT TO BE RESERVED IN SEPARATE DOCUMENTS.
- WW1 AN EASEMENT OF LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, FOR A DETECTOR CHECK ASSEMBLY AND APPURTENANCES PURPOSES RECORDED MAY 7, 1998 AS INSTRUMENT NUMBER 98-772061, OFFICIAL RECORDS.

7 FD. SPIKE AND WASHER TAGGED RCE 29008, FLUSH PER R5.

COURSE TABLE		
No.	BEARING	DIST.
D1	N89°24'18"E	26.00'
D2	N89°24'18"E	16.05'
D3	N00°35'42"W	26.00'
D4	N00°30'36"E	170.54'
D5	N00°30'36"E	95.98'
D6	N54°48'18"E	24.93'
D7	N54°24'08"E	22.74'
D8	N00°27'24"E	140.57'
D9	N89°15'27"W	88.89'
D10	N00°22'02"E	7.07'
D11	N00°27'26"E	56.45'
D12	N60°18'39"E	7.70'
D13	N00°27'26"E	102.44'
D14	N02°23'31"E	81.85'
D15	N87°36'04"W	159.68'
D16	N02°23'31"E	138.07'
D17	N87°37'51"W	26.34'
D18	N02°23'31"E	63.23'
D19	N89°24'16"W	45.03'

TRACT No. 49832
M.B. 1181, PG'S 70-75

SW CORNER OF NE 1/4 OF NW 1/4 SECTION 22, T6N, R12W, S.B.M. ESTABLISHED BY

NOT A PART
PARCEL 2, R1

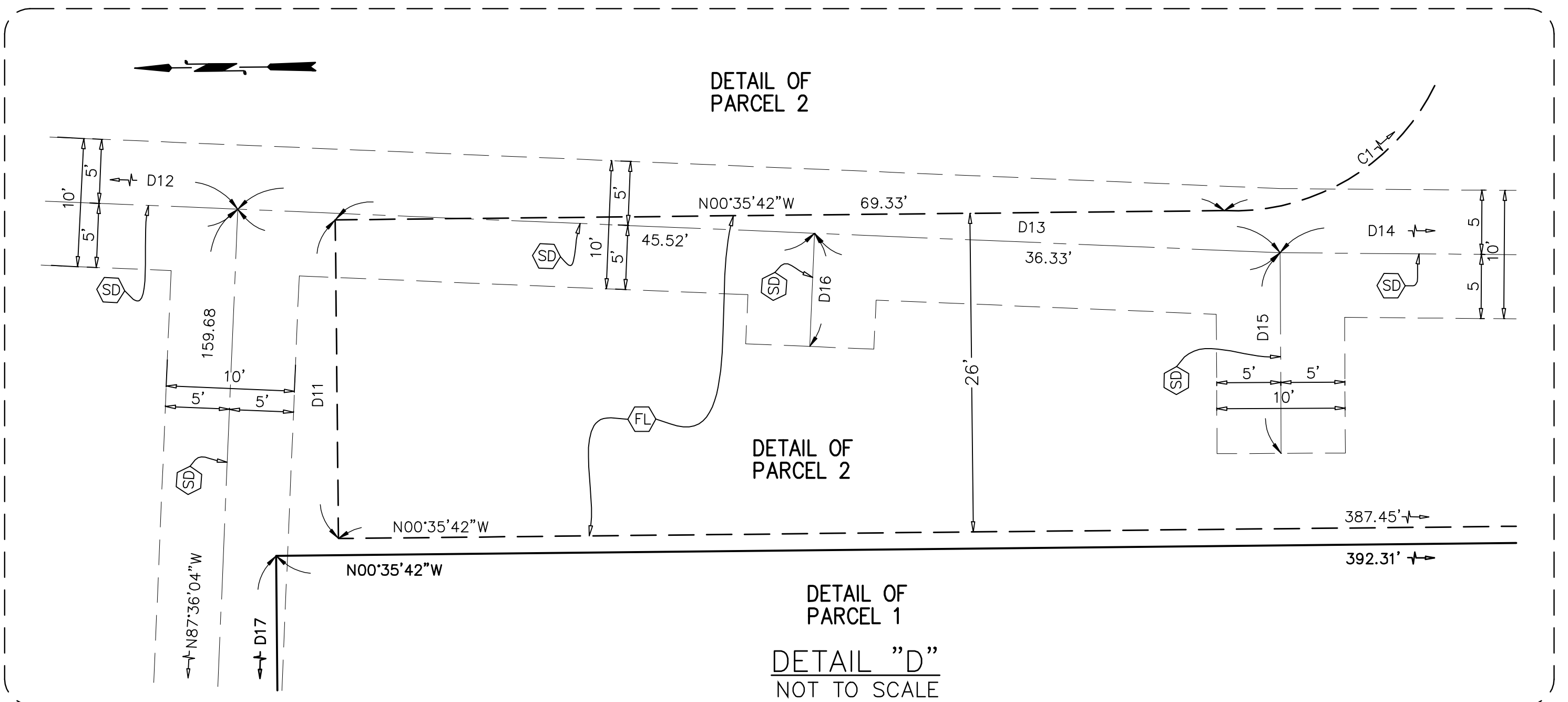
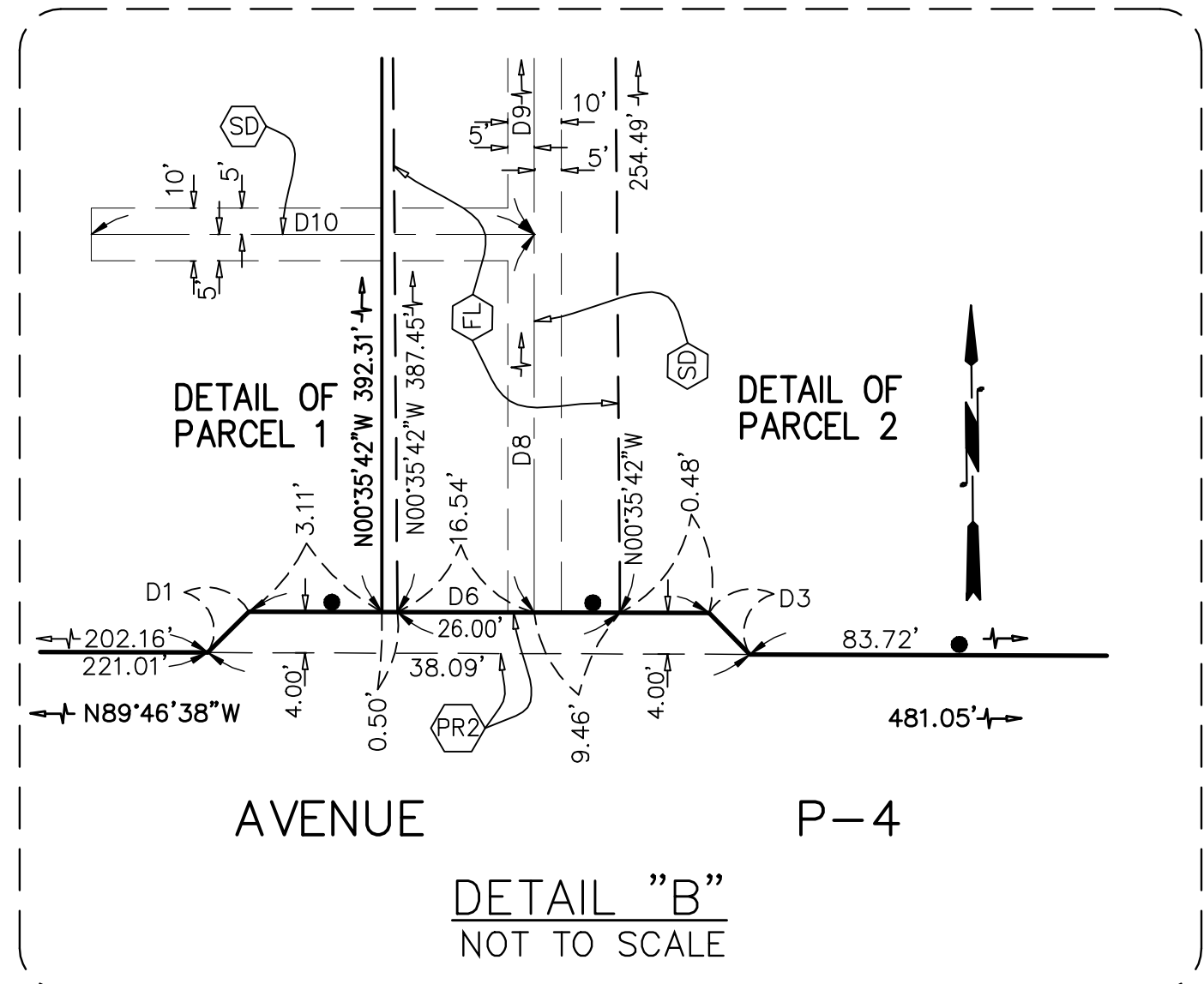
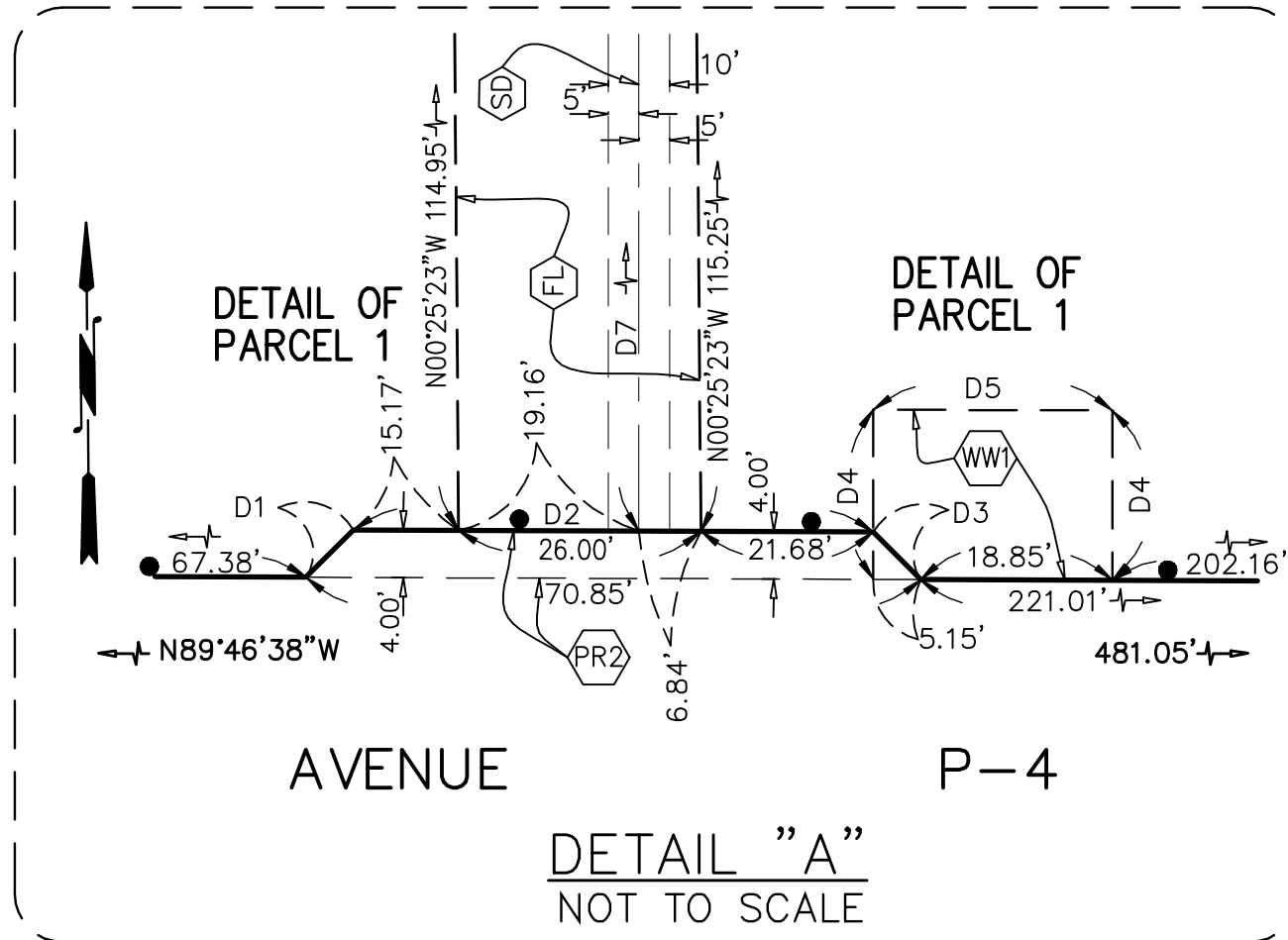
NOT A PART
PARCEL 3, R2

PARCEL 1
3.78 ACRES GROSS
3.37 ACRES NET

PARCEL 2
2.63 ACRES GROSS
2.29 ACRES NET

PARCEL MAP NO. 83805

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



LEGEND

BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP

- FIRE LANE & EMERGENCY ACCESS (OVER PRIVATE DRIVEWAY) DEDICATED HEREON.
- 4' AND VARIABLE WIDTH STREET EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES PER DOCUMENT REC. SEPT. 28, 2022 AS INST. NO. 20220945626. OFFICIAL RECORDS.
- CENTERLINE OF 10' WIDE PRIVATE STORM DRAIN EASEMENT TO BE RESERVED IN SEPARATE DOCUMENTS.
- AN EASEMENT OF LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, FOR A DETECTOR CHECK ASSEMBLY AND APPURTENANCES PURPOSES REC. MAY 7, 1998 AS INST. NUMBER 98-772061, OFFICIAL RECORDS.

CURVE TABLE			
No.	DELTA	R	L
C1	90°00'00"	19.00'	29.85'

COURSE TABLE		
No.	BEARING	DIST.
D1	N45°13'22"E	5.66'
D2	N89°46'38"W	62.85'
D3	N44°46'38"W	5.66'
D4	N00°13'22"E	17.00'
D5	N89°46'38"W	24.00'
D6	N89°46'38"W	30.09'
D7	N00°30'36"E	174.54'
D8	N00°27'24"E	14.64'
D9	N00°27'24"E	140.57'
D10	N89°24'16"W	45.03'
D11	N89°24'18"E	26.00'
D12	N02°23'31"E	138.07'
D13	N02°23'31"E	81.85'
D14	N00°27'26"E	102.44'
D15	N89°42'49"E	15.64'
D16	N87°35'52"W	8.83'
D17	N89°29'15"E	170.09'



City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION
DISTRICT: ALL
SUBJECT: APPROVE REQUISITION NO. 240592 WITH ALL-STATE UTILITY SUPPLY, INC. FOR THE PURCHASE OF REPLACEMENT STREETLIGHT POLES AND OTHER RELATED ITEMS IN AN AMOUNT NOT TO EXCEED \$207,380 FOR FY 2023-2024

ISSUE

Approve Requisition No. 240592 with All-State Utility Supply, Inc. for the purchase of replacement streetlight poles and other related items in an amount not to exceed \$207,380 for FY 2023-2024.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Requisition No. 240592 with All-State Utility Supply, Inc. for streetlight poles replacement and related items in an amount not to exceed \$207,380 for FY 2023-2024; and,
2. Authorize the City Manager or her designee to approve Requisition No. 240592 and the resulting Purchase Order with All-State Utility Supply, Inc., including making non-substantive changes.

BACKGROUND

The City released an Invitation for Bid No. 21-001-3100 for Streetlight Replacement Poles and Related Items in March 2021. As a result of the solicitation, All-State Utility Supply, Inc. was awarded a purchase order for FY 21-22 for \$117,000 for up to 50 knockdowns per year. In Fiscal Year 2022-23, the purchase order was extended one year, and an updated purchase order was issued for \$144,468 due to the increased cost of materials.

For Fiscal Year 2023-2024, estimated pole knockdowns have increased by 10 additional poles and increased material costs. This allows for approximately five poles per month to be either stored or replaced as required.

DISCUSSION

The City of Palmdale Traffic Signal and Streetlight Division maintains approximately 18,000 street light poles that illuminate our citywide roadway network. As part of maintenance, we aim to respond quickly when replacing damaged street light poles due to knockdowns. For this reason, we need to have replacement materials in stock to be responsive and accomplish our repairs promptly.

FISCAL IMPACT

\$207,380; The blanket Purchase Order amount for Streetlight Replacement Poles and Related Items for FY 2023-2024 will not exceed \$207,380. Sufficient funds are budgeted in the following accounts:

Account No.	Account Description
25232006-732602	Street Light District 1 &4 – Citywide
25632006-732602	Street Light District 2 – Anaverde
25532006-732602	Street Light District 5 – County Annexation

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

ATTACHMENTS

1. Req. No. 240592 All-State Utility Supply, Inc.
2. Price Summary Schedule

Bill To
 FINANCE DEPARTMENT
 38300 SIERRA HWY
 STE D
 PALMDALE, CA
 93550

Requisition 00240592-00 FY 2024

Acct No:
 25532006-732602
 Review:
 Buyer: mharris
 Status: Approved

Page 1

Vendor
 ALL-STATE UTILITY SUPPLY, INC.
 PO BOX 102

Ship To
 PUBLIC WORKS/MAINTENANCE
 39110 3RD ST EAST

SANTA MARGARITA, CA 93453

PALMDALE, CA 93550
 agonzalez@cityofpalmdale.org

Delivery Reference
 Albert Gonzalez

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	009451	11/09/23	DESTINATION/NET	45	TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	AMERON 1C128 POLE, 8FOOT SINGLE ARM ASSEMBLY, 6FOOT SINGLE ARM ASSEMBLY, AMERON 1C123 POLE. Additional Description Notes ----- THIS FY 2023-2024 PURCHASE ORDER RESULTING FROM IFB 21-001-3100 IS PENDING CITY COUNCIL APPROVAL ON DECEMBER 6TH, 2023. THE TERM IS ONE YEAR, COMMENCING JULY 1, 2023 AND EXPIRING JUNE 30,2024. THIS PURCHASE ORDER IS THE FINAL OF TWO OPTIONS TO EXTEND.	1.00 DL	136250.00000	136250.00
	1 25532006-732602		136250.00	
002	single arm assembly, 8'	1.00 DL	2700.00000	2700.00
	1 25232006-732602		2700.00	
003	single arm assembly, 6'	1.00 DL	12900.00000	12900.00
	1 25232006-732602		12900.00	

Bill To FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Requisition 00240592-00 FY 2024 Acct No: 25532006-732602 Review: Buyer: mharris Status: Approved
---	---

Vendor ALL-STATE UTILITY SUPPLY, INC. PO BOX 102 SANTA MARGARITA, CA 93453	Ship To PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 agonzalez@cityofpalmdale.org Delivery Reference Albert Gonzalez
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	009451	11/09/23	DESTINATION/NET	45	TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
004 AMERON 1C123 POLES	1.00	24750.00000	24750.00
DL			
1 25532006-732602	24750.00		
005 SERVICE FEE, UNLOADING OF POLES.	1.00	11500.00000	11500.00
DL			
1 25632006-732602	11500.00		
006 Sales Tax	1.00	19280.25000	19280.25
DL			
1 25532006-732602	19280.25		

[Requisition Link](#) Requisition Total 207380.25

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

Account	Amount	Remaining Budget
25232006-732602	15600.00	2783523.18
STREET LIGHTS		
25532006-732602	180280.25	2783523.18
STREET LIGHTS		
25632006-732602	11500.00	2783523.18
STREET LIGHTS		

Bill To
 FINANCE DEPARTMENT
 38300 SIERRA HWY
 STE D
 PALMDALE, CA
 93550

Requisition 00240592-00 FY 2024

Acct No:
 25532006-732602
 Review:
 Buyer: mharris
 Status: Approved

Page 3

Vendor
 ALL-STATE UTILITY SUPPLY, INC.
 PO BOX 102

Ship To
 PUBLIC WORKS/MAINTENANCE
 39110 3RD ST EAST

SANTA MARGARITA, CA 93453

PALMDALE, CA 93550
 agonzalez@cityofpalmdale.org

Delivery Reference
 Albert Gonzalez

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	009451	11/09/23	DESTINATION/NET	45	TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	E-mail 10/26/23 Bill Padilla			e-mail notification sent
	E-mail 10/26/23 Lynn Glidden			e-mail notification sent
	E-mail 10/26/23 Janelle Samson			e-mail notification sent
	E-mail 10/26/23 Dawn McIntosh			e-mail notification sent
	E-mail 10/26/23 Matthew Harris			e-mail notification sent

Authorized By: _____ Date: _____
 Signature

STREETLIGHT KNOCKDOWN COST SUMMARY (FY 2021 - 2024)

Item No	Product/Material	Quantity (2021-2022)	FY 2021-2022		Quantity (2022-2023)	FY 2022-2023		FY 2023-2024		
			Unit Price	Extended Price		Unit Price	Extended Price	Unit Price	Extended Price	
1	Ameron 1c128 Knockdown	40	\$1,746.50	\$69,860.00	40	\$ 2,125.00	\$85,000.00	50	\$2,725.00	\$136,250.00
2	8' single arm assembly	10	\$308.10	\$3,081.00	10	\$ 368.75	\$3,687.50	10	\$270.00	\$2,700.00
3	6' single arm assembly	40	\$240.50	\$9,620.00	40	\$ 291.25	\$11,650.00	40	\$322.50	\$12,900.00
4	Ameron 1c123 Knockdown	10	\$1,239.50	\$12,395.00	10	\$1,920.00	\$19,200.00	10	\$2,475.00	\$24,750.00
5	Delivery & offloading	50	\$230.00	<u>\$11,500.00</u>	50	\$ 230.00	\$11,500.00	50	\$230.00	\$11,500.00
	Bid Total			\$106,456.00			\$131,037.50			\$188,100.00
	10.25% Tax			<u>\$10,911.74</u>			<u>\$13,431.34</u>			<u>\$19,280.25</u>
	Grand Total			\$117,367.74			\$144,468.84			\$207,380.25



City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
DISTRICT: 1
SUBJECT: ADOPT RESOLUTION NO. CC 2023-059, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE RENAMING OF AVENUE Q-6 TO HAMMACK AVENUE (AVENUE Q-6) FROM SIERRA HIGHWAY TO 10TH STREET EAST

ISSUE

Adopt Resolution No. CC 2023-059, a Resolution of the City Council of the City of Palmdale approving the renaming of Avenue Q-6 to Hammack Avenue (Avenue Q-6) between Sierra Highway to 10th Street East.

RECOMMENDATION

1. Staff recommends City Council consider the renaming of Avenue Q-6 to Hammack Avenue (Avenue Q-6) from Sierra Highway to 10th Street East and,
2. Adopt Resolution No. CC 2023-059 authorizing the City to change the street name of Avenue Q-6, between Sierra Highway to 10th Street East, and allow staff to prepare and install necessary signage.

BACKGROUND

The Hammack Center was named after Deputy Richard B. Hammack, who died in the line of duty on May 11, 1992. Deputy Hammack had served with the Los Angeles County Sheriff's station, assigned to the Antelope Valley Station, for 7 ½ years.

Due to structural issues, the Hammack Center is scheduled for demolition. The City of Palmdale would like to commemorate Deputy Richard B. Hammack by renaming a portion of Avenue Q-6 from Sierra Highway to 10th Street East.

DISCUSSION

Section 34091.1 of the California Government Code states, "*Whenever the legislative body finds that a name should be adopted and applied to any city street, or that the existing name of any city street should be changed, the legislative body may adopt a resolution designating a name for, or change the name of, such street.*"

A portion of Avenue Q-6, from Sierra Highway to 10th Street East, is being considered for renaming to Hammack Avenue. There are approximately fifteen (15) addresses, with some vacant properties along Avenue Q-6, all within the City of Palmdale boundaries. Public Works will notify the United States Postal Service of the change, businesses, and residents that the renaming will affect. Public Works Maintenance staff will also provide and install the revised street name signs at the appropriate locations.

FISCAL IMPACT

\$5,000; The estimated cost for replacing the existing street signs is approximately \$5,000, including labor, materials, staff time, and coordination with the United States Postal Service. Funds are budgeted and available in FY 2023-24 in Public Works Street Maintenance account No. 20733001-738410.

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

ATTACHMENTS

1. Resolution No. CC 2023-059
2. Site Map Location of Avenue Q-6

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023 -059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
APPROVING THE RENAMING OF AVENUE Q-6 TO HAMMACK
AVENUE (AVENUE Q-6) FROM SIERRA HIGHWAY TO 10TH STREET
EAST.

A. INTENT OF THE CITY COUNCIL

1. A street known as Avenue Q-6, extending from Sierra Highway to 10th Street East; and

2. it is desirable and appropriate to change the name of Avenue Q-6 to Hammack Avenue (Avenue Q-6); and

3. the City conferred with the family and Los Angeles County Sheriff's Department and support the street name change honoring the late Richard B. Hammack, former Los Angeles County Sheriff's Deputy.

B. RESOLUTION

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

SECTION 1. The portion of the City street now known as "Avenue Q-6" between Sierra Highway and 10th Street East shall henceforth be designated as "Hammack Avenue (Avenue Q-6)".

SECTION 2. This Resolution shall be effective upon its adoption.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this _____ day of _____, _____.

Approved as to form:

Laura Bettencourt, Mayor

ATTEST:

William P. Curley, III
City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the _____ day of _____, 20____ by the following roll call vote:

AYES: _____

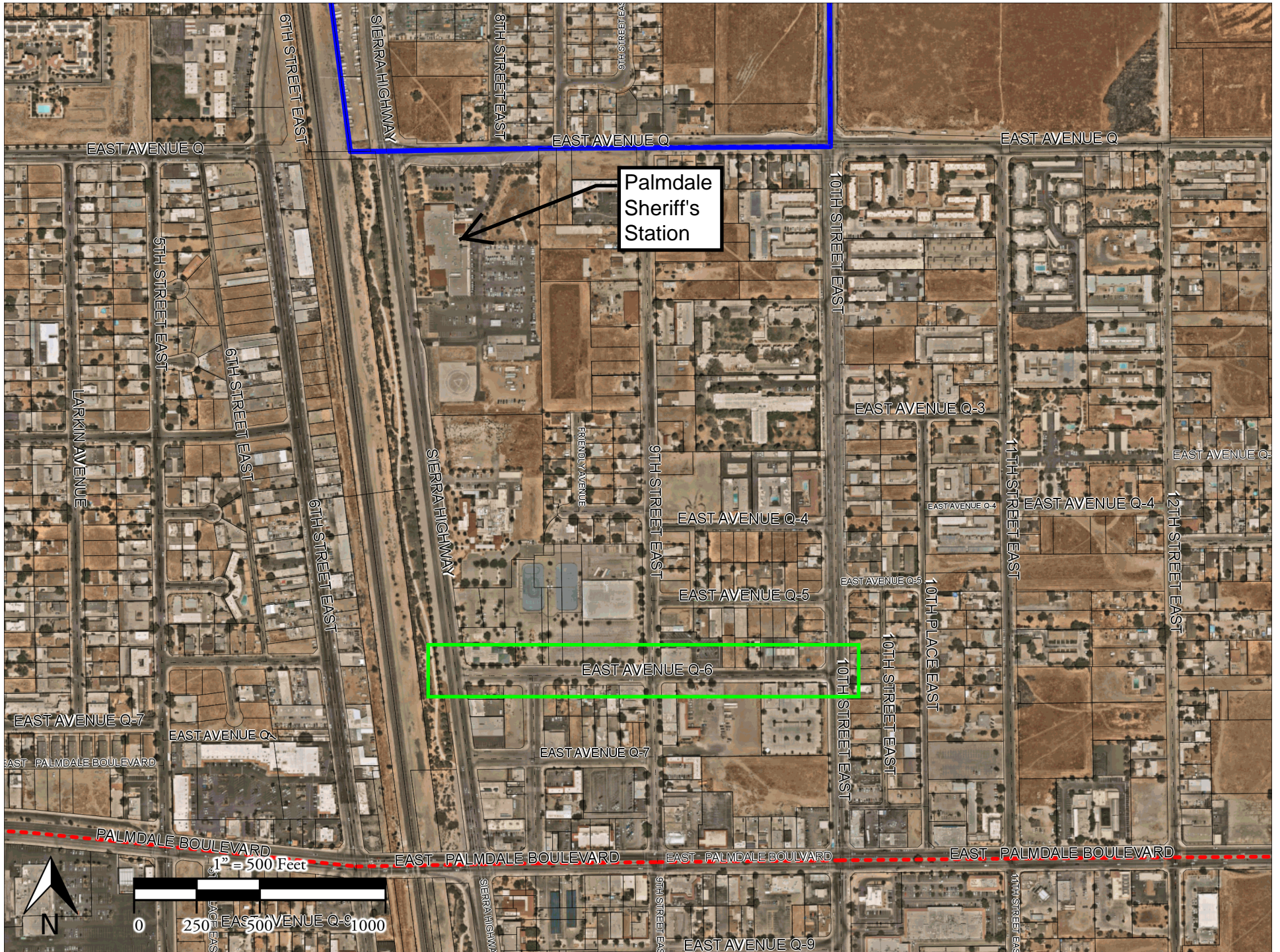
NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk

Hammack Avenue (Avenue Q-6)



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: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
DISTRICT: 5
SUBJECT: NOTICE OF COMPLETION – ACCEPT PUBLIC IMPROVEMENTS
FOR CIRCLE K AT 3851 EAST PALMDALE BLVD

ISSUE

Notice of Completion – Accept Public Improvements for Circle K at 3851 East Palmdale Blvd.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the completed public improvements for Circle K at 3851 East Palmdale Blvd.; and,
2. Authorize the City Manager or her designee to file a Notice of Completion and release the security for the completed public improvements.

BACKGROUND

This project, located at the northwest corner of Palmdale Boulevard and 40th Street East, constructed public street improvements within City right-of-way, including pavement widening, curb, gutter, sidewalk, signal modifications, streetlights, landscaping, storm drain, and sewer along 40th St. East. Additional project street improvements along Palmdale Boulevard were approved and inspected by Caltrans. Said 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. After the developer fulfills a one-year maintenance period, the roadway improvements along 40th

St. East, all streetlights, storm drain, and sewer, will be transferred to the City for maintenance. Caltrans will maintain the street improvements along Palmdale Blvd. along with the traffic signal. This Council action initiates the City's release of applicable securities posted per the City's subdivision regulations. This action is being taken according to Section 16.110.060 of the City's Municipal Code.

FISCAL IMPACT

The City's maintenance costs will incrementally increase due to 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:	Lynn Glidden, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

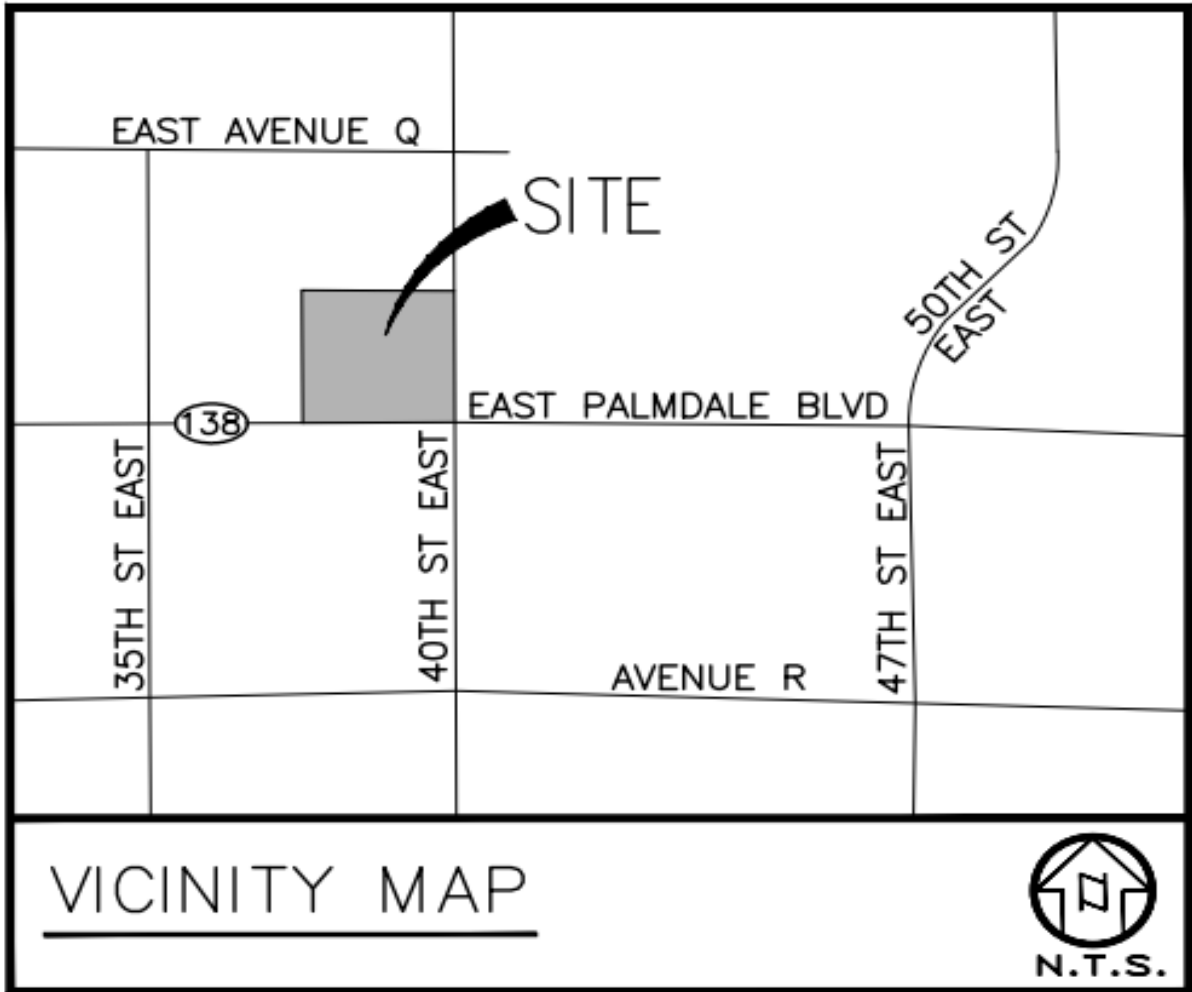
ATTACHMENTS

1. Exhibit A – List of Completed Public Improvements
2. Exhibit B – Site Map Location
3. Notice of Completion – Circle K Street Improvements
4. Aerial photo

EXHIBIT A
LIST OF COMPLETED PUBLIC IMPROVEMENTS

<u>Tract/Project</u>	<u>Plan #</u>	<u>Quantity</u>	<u>Security</u>
Circle K	ST 17-02	891 LF	\$263,500

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: **Street Improvements-Circle K.**
5. A work of improvement on the property hereinafter described was completed on **October 03, 2023**
6. The work done was: **"Public Right of Way Improvements - Circle K"**,
7. The name of the Contractor for such work of improvement: **Circle K Stores, Inc.**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **North of Palmdale Blvd. and 40th Street East.**
9. The address of said property is: **3851 East Palmdale Blvd.**

Dated: December 6, 2023

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 December 6, 2023, in the City of Palmdale, California.

Guillermo I. Padilla, City Engineer



**MINUTES
CITY COUNCIL/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
NOVEMBER 15, 2023**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

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

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

2) ROLL CALL MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN, COUNCILMEMBERS BISHOP, LOA, OHLSEN COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4) PRESENTATION

4.1) Mayor Bettencourt declared Saturday, November 25th, 2023 as Small Business Saturday.

Mayor Bettencourt pulled Item 7.6, renaming of Avenue Q6 to Hammack Avenue, and postponed it to the December 6, 2023 meeting.

5) PUBLIC COMMENTS:

None.

Mayor Bettencourt closed the public comments.

6) HOUSING AUTHORITY CONSENT CALENDAR

Mayor Pro Tem Alarcón pulled Items 6.2 and 6.3 for discussion.

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

6.2) Approve ongoing contractor service agreements with M. Brey Electric, Inc. dba MBE Construction (A-8566), Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd. (A-8558), and Nash Construction Services, Inc. (A-

8565) for \$200,000 each for two years with option for one additional year. Director of Neighborhood Service Reyes presented the staff report.

Mayor Pro Tem Alarcón asked for an overview of the request for quote (RFQ) process. Director of Neighborhood Services Reyes explained the process.

Mayor Pro Tem Alarcón discussed the rate schedules, integrity of bids, and local contractors.

Discussion ensued regarding outreach, prioritizing local contractors, and the procurement policy.

Motion: Approve ongoing contractor service agreements with M. Brey Electric, Inc. dba MBE Construction, Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd., and Nash Construction Services, Inc. for \$200,000. Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (6-1)

Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

No: Andrea Alarcón.

- 6.3) Adopt Resolution No. HA 2023-004, a Resolution of the Housing Authority of the City of Palmdale approving the sale of 38553 4th Street East, APN 3008-016-902 at the appraised value to an eligible household, and to provide a loan from proceeds or Permanent Local Housing Allocation funds (PLHA) to meet affordability requirements.

Senior Housing Coordinator Nichols presented the staff report.

Mayor Pro Tem Alarcón asked if the eligible household was identified and requested a minor change to the resolution. Senior Housing Coordinator Nichols explained the process and stated the change would be made to the resolution.

Motion: Adopt Resolution No. HA 2023-004 as amended. Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (7-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

Motion: Approve all items listed under the Housing Authority Consent Calendar except 6.2 and 6.3.

Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (7-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Dianne Betts.

Mayor Bettencourt adjourned the Housing Authority at 5:35 pm.

7) CONSENT CALENDAR

Mayor Pro Tem Alarcón pulled Items 7.1, 7.2, 7.3, 7.4, and 7.5.

- 7.1) Adopt Resolution No. CC 2023-075, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for General Positions; Adopt Resolution No. CC 2023-076, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for Bargaining Unit Positions; and Adopt Resolution No. CC 2023-037, a Resolution of the City Council of the City of Palmdale Establishing Director/Executive Employees' Compensation, Benefits, and Other Terms and Conditions of Employment.

Director of Operations Samson provided a detailed overview of this item.

Mayor Pro Tem Alarcón asked for the breakdown of the fiscal impact. Director of Operations stated the fiscal impact is related to the new positions.

Mayor Bettencourt asked if the fiscal impact was a one-time-only cost or an ongoing annual cost. Director of Operations stated it is an annual cost.

Councilmember Loa discussed the salary analysis for the Senior Civil Engineer position and stated it showed that the City of Palmdale pays 15-20% lower than surrounding agencies. Director of Operations confirmed that he was correct.

Motion: Adopt Resolution No. CC 2023-075, Adopt Resolution No. CC 2023-076, and Adopt Resolution No. CC 2023-037.

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 7.2) Adopt Resolution No. CC 2023-067, a Resolution of the City Council of the City of Palmdale approving the Palmdale Aerospace Incentive Program.

Economic Development Manager Schuler presented the staff report and discussed the eligibility requirements.

Discussion ensued regarding job creation, capital investment, increase of funding, and criteria.

Motion: Adopt Resolution No. CC 2023-067

Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 7.3) Notice of Completion - Accept Public Improvements for Circle K at 3851 East Palmdale Blvd.

Mayor Pro Tem Alarcón moved to reconsider this item, Mayor Bettencourt seconded the motion. There was Council consensus.

Director of Public Works Glidden provided details on this item.

Discussion ensued regarding the location of the project, type of improvements, acceptance of improvements, and maintenance service agreements with Caltrans.

Director of Public Works Glidden stated she would discuss their concerns with City Engineer Padilla.

Motion: Table item to a future meeting.

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 7.4) Approve ongoing contractor service agreements with M. Brey Electric, Inc. dba MBE Construction, Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd., and Nash Construction Services, Inc. for \$200,000 each for two years.

Director of Public Works Glidden provided a brief overview of this item and discussed outreach to local general contractors.

Discussion ensued regarding outreach to local bidders, registration with the California Department of Industrial Relations, insurance and liability costs, and the community workforce agreement.

Mayor Pro Tem Alarcón discussed the scope of work and renewed her support for investing in local contractors.

Mayor Pro Tem Alarcón made a motion to send this item back to the City team to have them bundle the contract scope of work so that it can fall under the Community Workforce Agreement (CWA) so that they can guarantee that the contractors meet the thirty percent threshold to provide local jobs to veterans, women, apprentices, and disadvantaged workers. The motion died for lack of a second.

Motion: Approve ongoing contractor service agreements with M. Brey Electric, Inc. dba MBE Construction, Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd., and Nash Construction Services, Inc.

Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (4-1)

Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Richard J. Loa.

No: Andrea Alarcón.

- 7.5) Approve agreement with Southern California Edison (SCE) for participation in the Small Site Rebate Program for the purchase and installation of three Electrical Vehicle (EV) Charging Stations at the Palmdale City Library.

Innovation and Environmental Manager Lucha provided a detailed overview of this item.

Discussion ensued regarding the library charging stations, rebates, costs of maintenance, and infrastructure costs.

Motion: Approve agreement with Southern California Edison (SCE) for participation in the Small Site Rebate Program for the purchase and installation of three Electrical Vehicle (EV) Charging Stations at the Palmdale City Library. Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 7.6) Consideration and adoption of Resolution No. CC 2023-059, a Resolution of the City Council of the City of Palmdale approving the renaming of Avenue Q-6 to Hammack Avenue (Avenue Q-6) between Sierra Highway to 10th Street East.

Mayor Bettencourt postponed this item to the December 6, 2023 meeting.

- 7.7) Approve the minutes from the previous meetings.

CC - November 1, 2023

Motion: Approve all items listed under the Consent Calendar except 7.1, 7.2, 7.3, 7.4, 7.5

Moved by Laura Bettencourt, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

8) APPOINTMENT

- 8.1) City Council Nomination and Appointment of one (1) Member to the Palmdale Tourism Improvement District Board.

Motion: Appoint Sandra Stapleton to the Palmdale Tourism Improvement District Board.

Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

Ms. Stapleton provided her background and experience.

9) PUBLIC HEARING

- 9.1) Introduction and Adoption of Ordinance No. 1612, an Ordinance of the City Council of the City of Palmdale approving various amendments to the Palmdale Municipal Code.

Mayor Bettencourt read the title of Ordinance No. 1612.

Planning Manager Magana displayed a PowerPoint and provided a brief overview of this item.

There was Council and staff discussion regarding typographical errors and the postponement of this item.

Motion: Table this item to the December 6, 2023 meeting.

Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 9.2) Introduction and adoption of Ordinance No. 1615, an Ordinance of the City Council of the City of Palmdale approving amendments to Title 12 of the Palmdale Municipal Code (PMC); and Adopt Resolution No. CC 2023-078, a Resolution of the City Council of the City of Palmdale approving adoption of updated administrative fine amounts for building and safety violations and adoption of fines and plan processing and redemption fees associated with shopping cart enforcement and elimination of certain business permit fees.

Mayor Bettencourt read the title of Ordinance No. 1615 and Resolution No. CC 2023-078.

Planning Manager Magana displayed a PowerPoint and provided a detailed overview of this item.

There was Council and staff discussion regarding shopping cart compliance, the option for immediate removal of a shopping cart, and protocol for removing carts.

Mayor Bettencourt suggested that the wording should be changed to empty carts.

Mayor Pro Tem Alarcón asked for a provision that states, "If there is a person accompanying the cart, allow the individual to remove their belongings."

Community Compliance Manager Vallarta spoke about the options that are offered to the person found with the cart.

Mayor Pro Tem Alarcón stepped away from the dais at 7:04 p.m., and returned at 7:16 p.m.

Discussion ensued regarding cart locking mechanisms for big box retailers, abandoned carts, and City protocol.

Mayor Bettencourt called for a recess at 7:06 p.m. - 7:16 p.m.

Mayor Bettencourt called for Public Comments.

Public Comments: Ruth Sanchez spoke regarding the unhoused population and abandoned carts.

Mayor Bettencourt closed the Public Comments

Motion: Introduce and adopt Ordinance No. 1615 and Adopt Resolution No. CC 2023-078 as amended by Council from the dais

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

Abstain: Richard J. Loa.

Councilmember Loa stated the reason for abstaining.

- 9.3) Introduction and adoption of Ordinance No. 1617, an Ordinance of the City Council of the City of Palmdale approving Planned Development 23-001; a request to modify the development standards specified within the Palmdale Municipal Code for a proposed project within the Mixed Use 1 (MU 1) zone.

Mayor Bettencourt read the title of Ordinance No. 1617.

Assistant Planner Stachnick displayed a PowerPoint and provided a brief overview of the project.

There was Council discussion regarding the safety and fencing of the facility and support of the project.

Mayor Bettencourt called for Public Comments.

Public Comments: None.

Motion: Introduce and adopt Ordinance No. 1617

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 9.4) Adopt Resolution No. CC 2023-068, a Resolution of the City Council of the City of Palmdale calling special election regarding alteration of Rate and

Method of Apportionment of Special Taxes for the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch); Adopt Resolution No. CC 2023-069, a Resolution of the City Council of the City of Palmdale declaring results of special alteration election in the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch), determining that alteration of the Rate and Method of Apportionment of Special Taxes for the District is lawfully authorized, and directing recording of an amendment to the Amended and Restated Notice of Special Tax Lien for the District.

Mayor Bettencourt read the title of Resolution Nos. CC 2023-068 and CC 2023-069.

Director of Operations Samson provided the background for this item.

Mayor Bettencourt opened the Public Hearing.

Public Comments: None.

Mayor Bettencourt closed the Public Hearing.

Motion: Adopt Resolution No. CC 2023-068

Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

Mayor Bettencourt requested that the ballot be opened. Acting City Clerk Scott opened the ballot and stated it was voted "Yes."

Motion: Adopt Resolution No. CC 2023-069

Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

- 9.5) Adopt Resolution No. CC 2023-070, a Resolution of the City Council of the City of Palmdale of Annexation of territory to the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch), authorizing the levy of a special tax therein and submitting the levy of special tax to the qualified elector of the District; Adopt Resolution No. CC 2023-071, a Resolution of the City Council of the City of Palmdale declaring results of special annexation election, determining the validity of prior proceedings, and directing recording of amendment to Notice of Special Tax Lien - City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch).

Director of Operations Samson stated the background for this item is the same as item 9.4.

Mayor Bettencourt opened the Public Hearing.

Public Comments: None.

Mayor Bettencourt closed the Public Hearing.

Mayor Bettencourt read the title of Resolution No. CC 2023-070 and CC 2023-071.

Motion: Adopt Resolution No. CC 2023-070
Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

Mayor Bettencourt asked the Acting City Clerk Scott to open the ballot. Acting City Clerk Scott stated the ballot measure was voted "Yes."

Motion: Adopt Resolution No. CC 2023-071
Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

10) NEW BUSINESS

- 10.1) Approve Purchase and Sale Agreement with RDR Development Holdings LLC to acquire 652 acres of land for \$10,800,000. (APNs: 3206-007-001; 3206-007-002; 3205-002-051; 3205-002-053; 3205-002-028; 3206-025-001 (portion); 3206-006-008 (portion); and 3206-006-028 (portion) located in vicinity of Vineyard Lane and Elizabeth Lake Road.

Economic and Community Development Director Garibay provided a detailed overview of this item.

Discussion ensued regarding a cost estimate for the infrastructure improvements.

Motion: Approve Purchase and Sale Agreement with RDR Development Holdings LLC to acquire 652 acres of land for \$10,800,000.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

A representative from RDR Development Holdings LLC discussed the Ritter Ranch project. Council thanked RDR Development Holdings LLC for the development.

- 10.2) Approve execution of agreements related to Palmdale Solar and Battery Residential Program.

Innovation and Environmental Manager Lucha provided a brief overview of the program and introduced a representative from CalChoice. The representative further explained the program.

There was discussion among Council and CalChoice regarding the technology, lease process, financial flexibility, storage, and local jobs.

Motion: Approve execution of agreements related to Palmdale Solar and Battery Residential Program.

Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Richard J. Loa.

11) NON-AGENDA PUBLIC COMMENTS:

Councilmember Ohlsen requested that the children be allowed to speak first.

The following individuals expressed concerns regarding lighting, safety, and restrooms at Domenic Massari Park: Mr. Revell Walker; Lavardo, PYSO; Matthew Casas; Carina Lopez; Citizen (no name); Carlos Lopez; and Citizen (no name).

Mayor Bettencourt closed the Public Comments on the soccer league item. City Manager Perez stated the City is working towards a solution.

There was Council discussion on upgrading Domenic Massari park, providing solutions, and allocating funds during the mid-year budget review.

Public comments continued: Eduardo Medina spoke regarding public safety in Palmdale and an incident with the Sheriff's Department; Ruth Sanchez commented in support of the Sheriff's Department; Eugene Hernandez spoke regarding the Ritter Ranch project and Amazon strike; Marcos Alvarez and Xavier Flores commented regarding HRAC recommendation to Council; Gerardo Sanchez discussed re-instating and allowing Palmdale lifeguards to do runs between rotations; Oscar Carrasco, SALVA, discussed food distribution and educational programs; Victoria Rayos, SALVA, discussed food distribution and asked for Council support; Nancy, SALVA, discussed food distribution funding; Bryan Cline updated Council on the Amazon strike; Christopher Santoy, AVC student, discussed trash disposal and special assessment taxes.

12) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS

Mayor Pro Tem Alarcón addressed two issues: 1) The Human Rights Advisory Committee recommendation to the Council related to alcohol outlet density; and 2) Funding to various organizations that provide food distribution.

Mayor Bettencourt announced the grand opening of the playground at Oasis Park.

13) CITY MANAGER'S REPORT

City Manager Perez stated in the interest of brevity there were a lot of events attended, and several upcoming events can be found on the community calendar.

14) PRESENTATION BY CITY ATTORNEY

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

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

14.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of
Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV18219
This closed session is being held pursuant to the authority of California
Government Code Section 54956.9(d)(1).

14.3) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
William Robert Herrera, et al vs. City of Palmdale, et al.
Central District of California Federal District Court
Case No. 2:16-cv-09453-MWF-MAR
This closed session is being held pursuant to the authority of California
Government Code Section 54956.9.

14.4) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Priscilla Huerta, et al vs. City of Palmdale, et al.
Central District of California Federal District Court
Case No. 2:18-10354-MWF-FFM
This closed session is being held pursuant to the authority of California
Government Code Section 54956.9.

15) ANNOUNCEMENT BY CITY ATTORNEY

City Attorney Curley announced the Council was updated and there was no reportable action.

16) ADJOURN

Mayor Bettencourt adjourned the meeting at 10:21 p.m. to December 6, 2023 at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 6th day of December 2023.

Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk

**MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
NOVEMBER 16, 2023**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bettencourt called the meeting order at 3:00 p.m.

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

2) ROLL CALL MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN,
COUNCIL MEMBERS BISHOP, LOA, OHLSEN

PRESENT: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Richard J. Loa.

ABSENT: Andrea Alarcón.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4) PUBLIC COMMENTS:

Xavier Flores discussed the Code of Conduct.

5) CONSENT CALENDAR

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

5.2) Approve Agreement between the City of Palmdale and Tripepi, Smith & Associates, Inc. (already providing services to the City of Palmdale for EPIC and film programs) in the amount not to exceed \$480,000 for comprehensive media, telecommunications, social media, community outreach, and all related or necessary communications services and authorize the City Manager, or her designee, to take all necessary or desirable actions necessary to implement the services required by the City.

Motion: Approve all items listed on the Consent Calendar.

Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Richard J. Loa.

Absent: Andrea Alarcón.

6) NEW BUSINESS

- 6.1) Adopt Resolution No. CC 2023-052, a Resolution of the City Council of the City of Palmdale establishing the Code of Conduct for public officials; and adopt Resolution No. CC 2023-081, a Resolution of the City Council of the City of Palmdale establishing Rules of Orders for meetings of the City Council, City commissions, committees and boards.

Mayor Pro Tem Alarcon provided the following statement via email: “It is unfathomable that we would adopt a code of conduct and rules governing our City Council meetings at a “special” meeting which requires only 24 hours notice and is being held at an off-site location, rather than in Council chambers which is the location that our residents are most familiar with. Doing so is the least transparent way to adopt rules that will directly affect how our residents participate in our local governance. For these reasons, I object to this process. It’s just not right. We can & should do better.”

Motion: Adopt Resolution No. CC 2023-052, a Resolution of the City Council of the City of Palmdale establishing the Code of Conduct for public officials; and adopt Resolution No. CC 2023-081, a Resolution of the City Council of the City of Palmdale establishing Rules of Orders for meetings of the City Council, City commissions, committees and boards.

Moved by Eric Ohlsen, seconded by Austin Bishop.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Richard J. Loa.

Absent: Andrea Alarcón.

7) PRESENTATION BY CITY ATTORNEY

7.1) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2):
4 potential cases

8) ANNOUNCEMENT BY CITY ATTORNEY

City Attorney Curley announced the Council was updated, and there were no reportable actions.

9) ADJOURNMENT

Mayor Bettencourt adjourned the meeting at 4:10 p.m.

PASSED, APPROVED, and ADOPTED this 6th day of December 2023.

Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk



City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: NEIGHBORHOOD SERVICES
HOUSING DIVISION
DISTRICT: ALL
SUBJECT: PUBLIC HEARING TO OBTAIN COMMUNITY INPUT FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME
INVESTMENT PARTNERSHIP PROGRAM (HOME) GRANT FOR THE
DEVELOPMENT OF THE 2024-2025 ACTION PLAN

RECOMMENDATION

Staff recommends that the City Council open a public hearing to obtain community input for the CBDG and HOME grants for the development of the 2024-2025 Action Plan.

BACKGROUND

As an entitlement and participating jurisdiction, the City of Palmdale receives an annual allocation of funds from HUD under its Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. As an entitlement and participating jurisdiction, the City is required to prepare and obtain HUD approval of a Consolidated Plan covering a period of five years. The 2020 Five-year Consolidated Plan was approved by Council and submitted to HUD in June 2020. The plan addresses a variety of HUD-required issues including the City's plan to address affordable housing and other needs of low- and moderate-income persons.

Prior to the beginning of each grant year, the City is required to submit an Annual Action Plan to HUD. This Plan discusses and identifies the actions programs, projects, and services to be provided during the fiscal year to meet the goals and objectives of the Consolidated Plan and outlines the expenditures for the allocated funds.

DISCUSSION

In preparation for the 2024-2025 Action Plan the City is seeking to obtain community input for the development of the Action Plan. Holding this public hearing is a prerequisite to receiving the annual CDBG and HOME allocation. The implementation of regulations requires that a public hearing be held to allow residents to express their views concerning the use of said funds. Staff will schedule a second Public Hearing for May 1, 2024 to allow

the public to review and comment on the Draft 2024-2025 Action Plan and the proposed use of funds.

In accordance with the City's Citizen Participation Plan and the CDBG regulations a public notice informing and inviting oral or written comments either prior to or at the public hearing on December 6, 2023 was published on November 4, 2023 in the Antelope Valley Press, City facilities and the City's website. The notice also invited residents interested in expressing their views concerning the use of CDBG and HOME funds to submit written comments or attend the public hearing on December 6, 2023.

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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



City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
DISTRICT: ALL
SUBJECT ADOPT ORDINANCE NO. 1627, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING ZONING ORDINANCE AMENDMENT 23-0003 TO AMEND TITLE 17 AND FINDING THAT THE AMENDMENT IS CONSISTENT WITH PROGRAM ENVIRONMENTAL IMPACT REPORT 22-002 PREPARED AND CERTIFIED IN CONJUNCTION WITH THE CITY'S GENERAL PLAN (PALMDALE 2045)

RECOMMENDATION

Staff recommends that the City Council:

1. Receive public testimony regarding Ordinance No. 1627; and,
2. Adopt Ordinance No. 1627 recommending City Council approval of Zoning Ordinance Amendment (ZOA) 23-0003 to amend Title 17 and finding that the amendment is consistent with PEIR 22-002 prepared and certified in conjunction with Palmdale 2045.

BACKGROUND

On September 21, 2022, Palmdale 2045 was adopted by the City Council and replaced the previously adopted General Plan (1993). State law requires that the regulations governing the use and development of lands within the municipal limits of a city be consistent with the adopted General Plan for that city. ZOA 21-007 was adopted by the City Council on March 15, 2023, which amended Title 17 of the Palmdale Municipal Code to implement the vision of Palmdale 2045 as well as support new land use patterns and future development. Ordinance No. 1614 was adopted by the City Council on August 16, 2023, which included minor amendments to Title 17 necessary to address inconsistencies, clarify review procedures, correct typographical errors and section references, as well as update the associated Zoning Map. Since then, City staff has identified minor amendments necessary to update definitions and clarify review procedures.

DISCUSSION

ZOA 23-0003 will amend Title 17, as follows:

- Clarify measurement requirements between fueling stations
- Clarify the definition of drive-through services and restaurant facility
- Modify allowable uses within the permissions tables for Mixed-Use, Public Facilities and Open Space zones
- Clarify development standards for Industrial zones
- Clarify the required distance separation requirements for alcoholic beverage establishments

The proposed amendments are necessary to clarify review procedures and update definitions, in a continued effort to streamline processes and provide flexibility.

ENVIRONMENTAL REVIEW

Program Environmental Impact Report (PEIR) 22-002 (State Clearinghouse # 2021060494) was certified by the City Council (Resolution No. CC 2022-096) on September 21, 2022, in conjunction with the approval of Palmdale 2045. The Final PEIR is available on the City's website at <https://palmdale2045gp.org>. As part of the environmental analysis, PEIR 22-002 also considered the adoption and implementation of the comprehensive zoning code and map update. Staff review has determined that a subsequent or supplemental PEIR as described in California Environmental Quality Act (CEQA) Guidelines Sections 15162, 15163, or 15164, is not required because the proposed ZOA modifies language in the PMC to ensure compliance with the recently adopted General Plan, address inconsistencies, correct typographical errors, and would not require major revisions of the PEIR. There are also no significant changes in circumstances and there is no new information of substantial importance that will involve new significant environmental effects or increase the severity of previously identified significant effects. As such, staff concluded that the request is consistent with the previous PEIR in accordance with CEQA Guidelines and has determined that no additional environmental analysis is required.

FISCAL IMPACT

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

STRATEGIC PLAN

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

- B. Provide inclusive access to a variety of supportive services that build a resilient and healthy community.

Report to Mayor and City Council
Re: Ordinance No. 1627
December 6, 2023
Page 3

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

ATTACHMENT

1. Ordinance No. 1627

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1627

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING ZONING ORDINANCE AMENDMENT 23-0003 TO AMEND TITLE 17 AND FINDING THAT THE AMENDMENT IS CONSISTENT WITH PROGRAM ENVIRONMENTAL IMPACT REPORT (PEIR) 22-002 PREPARED AND CERTIFIED IN CONJUNCTION WITH CITY'S GENERAL PLAN (PALMDALE 2045)

A. RECITALS

WHEREAS, the City of Palmdale (City) has filed applications that apply to the City and the City's sphere of influence, requesting approval of Zoning Ordinance Amendment (ZOA) 23-0003, to modify Title 17, as indicated in Exhibit A (hereinafter referred to as "Application");

WHEREAS, California State law requires that the regulations governing the use and development of lands within the municipal limits of a city be consistent with the adopted General Plan for that city. On September 21, 2022, the City Council adopted a comprehensive update to the General Plan (Palmdale 2045), which required a comprehensive update to Title 17 of the Palmdale Municipal Code (PMC) through ZOA 21-007;

WHEREAS, on February 9, 2023, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2023-001 recommending City Council approval of ZOA 21-007 by the City Council;

WHEREAS, on March 15, 2023, the City Council of the City of Palmdale adopted Ordinance No. 1613 for the comprehensive Zoning Code and Map update. Subsequently, City staff have identified minor amendments to Title 17, which are necessary to address inconsistencies, clarify review procedures, correct typographical errors and section references, as well as update the associated Zoning Map;

WHEREAS, on November 9, 2023, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2023-027 recommending City Council approval of ZOA 23-0003; and,

WHEREAS, on December 6, 2023, 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 December 6, 2023. 6

B. ORDINANCE

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) PEIR 22-002 (State Clearinghouse # 2021060494) was prepared and certified by the City Council (Resolution No. CC 2022-096) on September 21, 2022, for approval of the City's General Plan (Palmdale 2045). As part of the environmental analysis, PEIR 22-002 also considered the adoption and implementation of the Comprehensive Zoning Code and Map update. The ZOA ensures consistency between Palmdale 2045 and the PMC. Staff review has determined that a subsequent or supplemental PEIR as described in California Environmental Quality Act (CEQA) Guidelines Sections 15162, 15163, or 15164, is not required because the proposed Application modifies language in the PMC to ensure compliance with the adopted General Plan and applicable laws, and would not require major revisions of the PEIR. There are no significant changes in circumstances and there is no new information of substantial importance that will involve new significant environmental effects or increase the severity of previously identified significant effects. As such, staff concluded that the request is consistent with the previous PEIR in accordance with CEQA Guidelines.
- (b) The custodian of records for the environmental document, and all other materials which constitute the record of proceedings upon which the City Council decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200. In addition, the Final PEIR is available at: https://palmdale2045gp.org/wp-content/uploads/2022/10/PalmdaleGP_FinalEIRAppendicesResponsetoCommentsFindingofFactandStatementofOverridingConsiderations.pdf.

SECTION 3. Based upon substantial evidence presented to the City Council during the December 6, 2023, public hearing, including public testimony and written and oral staff reports, the City Council specifically finds as follows:

- (a) The proposed ZOA conforms with the goals, objectives, and policies of the General Plan.
- (b) The proposed ZOA is necessary to implement the General Plan and to provide the public safety, convenience and/or general welfare.

This Application will ensure consistency with the goals, policies, and objectives of Palmdale 2045, because the Application will address inconsistencies, clarify review procedures, and correct typographical errors.

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 ZOA 23-0003 to amend Title 17 of the PMC, as shown in Exhibit A of this Ordinance.

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 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 6th day of December, 2023.

Approved as to form:

Laura Bettencourt, Mayor

ATTEST:

William P. Curley, III,
City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of the City of Palmdale, California, do hereby certify that the foregoing 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 _____, 2023 effective on the _____ day of _____, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk

EXHIBIT A

17.17.020 Measuring distances

(F) Measuring Radius between fueling stations. When a fueling station is required to be located a minimum distance from another fueling station, the minimum distance is measured in a straight line from the nearest proposed fueling pump to the nearest fueling pump of the subject project, in all directions, unless otherwise specified in this title.

(G) Measuring Radius between Drive-Through Restaurants as defined in 17.16.040. When a drive-through restaurant is required to be located a minimum distance from another drive-through restaurant, the minimum distance is measured in a straight line from the nearest proposed menu board to the nearest menu board of the subject project, in all directions, unless otherwise specified in this title.

Table 17.54.020-1. Allowed Uses- Mixed-Use Zones

Mixed-Use Zones				
Eating and Drinking Establishments and Entertainment Uses				
Use	MU1 ¹	MU2 ¹	MU3 ¹	Specific Use Regulations
Restaurant, Drive-Through	CUP ³	CUP ³	CUP ³	See PMC Section 17.92.050 (Drive-Through Restaurants and Services)
Industrial and Manufacturing Uses				
Use	MU1 ¹	MU2 ¹	MU3 ¹	Specific Use Regulations
Food or Beverage Manufacturing	CUP	CUP	CUP	

Notes:

3. Restaurant, Drive-through: Establishments with a pick-up window for an “order ahead” business model is allowed and subject to the distance separation requirements.

Table 17.66.010-1. Development Standard's - Industrial Zones

Industrial Zones				
Open Space Standards				
Minimum Open Space	400 sf total for the first 20 employees ² , and additional 10 sf per employee over 20	400 sf total for the first 20 employees ² , and additional 10 sf per employee over 20	400 sf total for the first 20 employees ² , and additional 10 sf per employee over 20	Common open space includes roof decks and other shared common open areas. Up to 450% may be indoors. Minimum open space dimension is 15 feet in either direction. Setback areas are not considered usable open space unless they are at least 20 feet wide.

17.75.020-1 Allowed Uses – Public Facilities and Open Space Zones

Public Facilities and Open Space Zones					
Use	PF-C	PF-P	PF-S	OS	Specific Use Regulations
Utility, Transportation, and Communication Uses					
Communication/Wireless Telecommunications Facilities, Major	CUP	CUP	CUP		See PMC Section 17.95.010 (Communication/Wireless Telecommunications Facilities)
Communication/Wireless Telecommunications Facilities, Minor	MUP	MUP	MUP		See PMC Section 17.95.010 (Communication/Wireless Telecommunications Facilities)
Communication, Facilities within Buildings	MUP	MUP	MUP		
Utilities, Major	CUP	CUP	CUP		
Utilities, Minor	P	P	P	P	

17.87.010 Intent and Purpose

The purpose of this Chapter is to ensure the provision of adequate, accessible, secure, screened, and well maintained **parking areas**. Properly provided and designed parking will facilitate the intended use of the property; reduce traffic congestion and safety concerns; protect the neighborhoods from the effects of vehicular noise and traffic generated by adjacent nonresidential land use districts; assure maneuverability of emergency vehicles; and provide a positive visual experience.

17.92.20 Alcoholic beverage establishments

E. Location Standards

1. Alcoholic beverage establishments within the RC, VC, ~~and~~ **MU, PF-C** zones are not subject to the location standards identified below.



ECONOMIC AND COMMUNITY DEVELOPMENT
DEPARTMENT

Zoning Ordinance Amendment 23-0003

Ordinance No. 1627

City of Palmdale


City Council

December 6, 2023



Proposal

Amendments to the Zoning Ordinance include the following:

- Clarify measurement requirements between fueling stations
 - Clarify the definition of drive-through services and restaurant facility
 - Clarify the required distance separation requirements for alcoholic beverage establishments
- 

Modify allowable uses within the permissions tables for Mixed-Use

Table 17.54.020-1. Allowed Uses- Mixed-Use Zones

Mixed-Use Zones				
Eating and Drinking Establishments and Entertainment Uses				
Use	MU1 ¹	MU2 ¹	MU3 ¹	Specific Use Regulations
Restaurant, Drive-Through	CUP ³	CUP ³	CUP ³	See PMC Section 17.92.050 (Drive-Through Restaurants and Services)
Industrial and Manufacturing Uses				
Use	MU1 ¹	MU2 ¹	MU3 ¹	Specific Use Regulations
Food or Beverage Manufacturing	CUP	CUP	CUP	

Notes:

3. Restaurant, Drive-through: Establishments with a pick-up window for an “order ahead” business model is allowed and subject to the distance separation requirements.

Modify allowable uses within the permissions tables for Public Facilities and Open Space zones

17.75.020-1 Allowed Uses – Public Facilities and Open Space Zones

Public Facilities and Open Space Zones					
Use	PF-C	PF-P	PF-S	OS	Specific Use Regulations
Utility, Transportation, and Communication Uses					
Communication/Wireless Telecommunications Facilities, Major	CUP	CUP	CUP		See PMC Section 17.95.010 (Communication/Wireless Telecommunications Facilities)
Communication/Wireless Telecommunications Facilities, Minor	MUP	MUP	MUP		See PMC Section 17.95.010 (Communication/Wireless Telecommunications Facilities)
Communication, Facilities within Buildings	MUP	MUP	MUP		
Utilities, Major	CUP	CUP	CUP		
Utilities, Minor	P	P	P	P	




Clarify development standards for Industrial zones

Table 17.66.010-1. Development Standards- Industrial Zones

Industrial Zones				
Open Space Standards				
Minimum Open Space	400 sf total for the first 20 employees ² , and additional 10 sf per employee over 20	400 sf total for the first 20 employees ² , and additional 10 sf per employee over 20	400 sf total for the first 20 employees ² , and additional 10 sf per employee over 20	Common open space includes roof decks and other shared common open areas. Up to 450% may be indoors. Minimum open space dimension is 15 feet in either direction. Setback areas are not considered usable open space unless they are at least 20 feet wide.

Recommendation

Adopt Ordinance No. 1627 recommending City Council approval of Zoning Ordinance Amendment (ZOA) 23-0003 and finding that the project is consistent with Program Environmental Impact Report (PEIR) 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).

A decorative graphic in the bottom right corner of the slide, consisting of a stylized blue leaf or branch pattern.



City Council Staff Report

DATE: DECEMBER 6, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: WILLIAM P. CURLEY III, CITY ATTORNEY FOR CITY
ADMINISTRATION PERSONNEL
DISTRICT: ALL
SUBJECT: ROTATION OF INCUMBENTS SERVING AS MAYOR AND MAYOR
PRO TEM

ISSUE

Pursuant to the prior action, the first meeting in December is the date to rotate the positions of Mayor and Mayor Pro Tem, per district numerical sequence.

RECOMMENDATION

The City Council acknowledges and confirms Councilman Austin Bishop (District 1) as Mayor and Councilman Richard Loa as Mayor Pro Tem (District 2).

BACKGROUND

The City Council has previously adopted the district-based rotation protocol by ordinance.

DISCUSSION

The City Council, to ensure definite and certain City Council leadership, should act in conformance with its adopted procedure.

FISCAL IMPACT

Minor costs relating to updating the City of Palmdale administrative records and public materials.

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.

Re: Rotation of incumbents serving as Mayor and Mayor Pro Tem

December 6, 2023

Page 2

Prepared by:

William P. Curley, III, City Attorney

Certified as to availability of Funds:

Janelle Samson, Director of
Operations

Approved by:

Ronda Perez, City Manager

Approved as to form:

William P. Curley, III, City Attorney

ATTACHMENTS: None.

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk
FROM: Laura Bettencourt, Mayor
SUBJECT: Monthly Informational Report – Events and Meetings
DATE: December 6, 2023

During the period Nov 1, through November 30, 2023, I attended the following meetings and events:

Nov. 1	Regular Council Meeting
Nov. 2	Girl Scout Troop Meet and Greet
Nov. 2	Palmdale Partners Academy Alumni Dinner + Graduation
Nov. 4	Palmdale Regional Heart and Stroke Walk
Nov. 5	AV Hispanic Chambers 7 th Annual Dia De Los Muertos
Nov. 6	Meeting with Sheriff's Captain Bardon
Nov. 6	Meeting with Sole of the CommUnity
Nov. 9	County Sanitation District 14 Meeting, Lancaster
Nov. 9	County Sanitation District 20 Meeting, Palmdale
Nov. 9	City of Palmdale Employee Years of Service Recognition
Nov. 9	City of Palmdale Presents The Great Food Rescue Documentary
Nov. 10	Marine Corps Birthday/Musical Road Ribbon Cutting
Nov. 10	Patriotic Pulse of Palmdale Blood Drive
Nov. 11	AV Boots On The Ground Alliance Veterans Day Ceremony
Nov. 13	Public Art—Reveal of Plein Air Murals at City Library

- Nov. 15 Regular Council Meeting
- Nov. 16 The Palmdale Aerospace Academy Elementary School Library Ribbon Cutting
- Nov. 16 Special Council Meeting
- Nov. 17 Palmdale Oasis Park Playground Groundbreaking
- Nov. 17 Volunteer at Day SAVES and City of Palmdale Library
- Nov. 28 Meeting with Ventura Foundation
- Nov. 30 Meeting with AV-USL One

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk
FROM: Austin Bishop, Councilmember
SUBJECT: Monthly Informational Report – Events and Meetings
DATE: December 6, 2023

During the period Nov 1, through November 30, 2023, I attended the following meetings and events:

Nov. 1 Regular Council Meeting
Nov. 2 Meet with Girl Scout Troop 597
Nov. 4 Palmdale Regional Heart and Stroke Walk
Nov. 5 AV Hispanic Chambers 7th Annual Dia De Los Muertos
Nov. 7 Meeting with Sheriff's Captain Bardon
Nov. 9 City of Palmdale Employee Years of Service Recognition
Nov. 9 City of Palmdale Presents The Great Food Rescue Documentary
Nov. 10 Marine Corps Birthday/Musical Road Ribbon Cutting
Nov. 11 Flight Test Historical Foundation Gathering of the Eagles
Nov. 13 Public Art—Reveal of Plein Air Murals at City Library
Nov. 15 Regular Council Meeting
Nov. 16 Special Council Meeting
Nov. 17 Palmdale Oasis Park Playground Groundbreaking
Nov. 17 Volunteer at SAVES
Nov. 20 SAVES Senior Thanksgiving Basket Distribution

Nov. 21 SAVES Family Thanksgiving Basket Distribution

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk
FROM: Richard Loa, Councilmember
SUBJECT: Monthly Informational Report – Events and Meetings
DATE: December 6, 2023

During the period Nov 1, through November 30, 2023, I attended the following meetings and events:

Nov. 1 Regular Council Meeting
Nov. 7 Meeting with Sheriff's Captain Bardon
Nov. 9 County Sanitation District 20 Meeting
Nov. 9 City of Palmdale Presents The Great Food Rescue Documentary
Nov. 11 AV Boots On The Ground Alliance Veterans Day Ceremony
Nov. 13 Public Art—Reveal of Plein Air Murals at City Library
Nov. 13 Meeting with Waste Management
Nov. 15 Regular Council Meeting
Nov. 16 Special Council Meeting
Nov. 17 Palmdale Oasis Park Playground Groundbreaking
Nov. 17 Volunteer at SAVES
Nov. 27 Meeting with Congressman Cardenas
Nov. 28 AVTA Board Meeting

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk
FROM: Eric Ohlsen, Councilmember
SUBJECT: Monthly Informational Report – Events and Meetings
DATE: December 6, 2023

During the period Nov 1, through November 30, 2023, I attended the following meetings and events:

Nov. 1 Regular Council Meeting
Nov. 7 Meeting with Sheriff's Captain Bardon
Nov. 9 City of Palmdale Employee Years of Service Recognition
Nov. 10 Marine Corps Birthday/Musical Road Ribbon Cutting
Nov. 11 AV Boots On The Ground Alliance Veterans Day Ceremony
Nov. 14 Meeting with Waste Management
Nov. 15 Regular Council Meeting
Nov. 16 Special Council Meeting
Nov. 28 AVTA Board Meeting
Nov. 30 Meeting with AV-USL One