



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

THE CITY OF SIGNAL HILL
WELCOMES YOU TO A REGULAR
CITY COUNCIL MEETING
June 09, 2026

The City of Signal Hill appreciates your attendance. Public interest provides the Council and Agency with valuable information regarding issues of the community. Regular meetings are held on the 2nd and 4th Tuesday of every month.

Regular meetings begin at 6:00 pm with the conduct of any business permitted to be conducted in closed session by the Brown Act (Government Code Section 54950, et seq.), if any, and with the public portion of the meeting beginning at 7:00 pm. There is a period for public comment on closed session matters at 6:00 pm prior to the closed session. In the event there is no business to be conducted in closed session, the Regular meeting shall begin at 7:00 pm. There is a public comment period at the beginning of the Regular meeting. Any person wishing to comment shall be allotted three minutes per distinct item. Any meeting may be adjourned to a time and place stated in the order of adjournment.

The agenda is posted 72 hours prior to each meeting on the City's website and outside of City Hall. The agenda and related reports are also available for review online at www.cityofsignalhill.org.

To view the meeting live at 7:00 p.m.:

- City of Signal Hill website at www.cityofsignalhill.org, select the City Council Meetings Link from the home page.
- Charter Spectrum Channel 74 or Frontier FiOS Channel 38.

To participate (closed session at 6:00 p.m. and regular meeting at 7:00 p.m.):

- In-person Participation: Council Chamber of City Hall, 2175 Cherry Avenue, Signal Hill, California.
- To make a general public comment or comment on a specific agenda item, you may also submit your comment, limited to 250 words or less, to the City Clerk at cityclerk@cityofsignalhill.org not later than 5:00 p.m. on Tuesday, June 9, 2026. Written comments will be provided electronically to the City Council and attached to the meeting minutes. Written comments will not be read into the record.

City Council Members are compensated \$794.40 per month. City Clerk and City Treasurer are compensated \$482.04 per month.

(1) **CALL TO ORDER – 6:00 P.M.**

(2) **ROLL CALL**

MAYOR HANSEN
VICE MAYOR HONEYCUTT
COUNCIL MEMBER COPELAND
COUNCIL MEMBER JONES
COUNCIL MEMBER WOODS

(3) **CLOSED SESSION**

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
PURSUANT TO GOVERNMENT CODE SECTION 54956.8

PROPERTY: APPROXIMATELY 1.9 ACRES OF CITY-OWNED LAND
LOCATED AT THE 2400 BLOCK OF GARDENA AVENUE; HERITAGE
SQUARE CENTRAL BUSINESS DISTRICT SPECIFIC PLAN;
APNS: 7214-005-900, 7214-005-901, 7214-005-902, 7214-005-903 AND
7214-005-904

AGENCY NEGOTIATORS: MAYOR AND CITY MANAGER

NEGOTIATING PARTIES: CITY OF SIGNAL HILL; SIGNAL HILL
PETROLEUM; AND THEIR AUTHORIZED AGENTS OR REPRESENTATIVES
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

(4) **PUBLIC BUSINESS FROM THE FLOOR ON CLOSED SESSION ITEMS**

(5) **RECESS TO CLOSED SESSION**

(6) **RECONVENE REGULAR MEETING – 7:00 P.M.**

(7) **PLEDGE OF ALLEGIANCE**

(8) **CLOSED SESSION REPORT**

(9) **PUBLIC BUSINESS FROM THE FLOOR ON ITEMS NOT LISTED ON THE AGENDA
(SPEAKERS WILL BE GIVEN THREE MINUTES FOR EACH DISTINCT ITEM)**

(10) **PRESENTATIONS**

- a. MAYOR'S MINUTE
- b. EMPLOYEE PROMOTION - SERGEANT DELIA MARTINEZ
- c. LOS ANGELES SANITATION DISTRICT PRESENTATION

(11) PUBLIC HEARINGS**a. PUBLIC HEARING - DEVELOPMENT IMPACT FEE STUDY**

This public hearing item presents the Citywide Impact Fee Nexus Study. The study comprehensively evaluates and updates the City's existing Development Impact Fee (DIF) program and proposes the establishment of updated impact fees to address the public infrastructure needs associated with future development. Specifically, the Nexus Study updates the City's three existing DIF programs: Traffic, Parks and Recreation, and Water System and proposes three new fee programs: General Government Facilities, Police, and Program Administration. The City conducted this study to comply with Assembly Bill 1600 (AB 1600) and Assembly Bill 602 (AB 602) and provide the sustainable framework to fund future growth-related infrastructure and capital projects while balancing the necessary funding with the City's economic growth objectives.

Strategic Plan Goal(s):

Goal No. 1: Financial Stability: Ensure the City's long-term financial stability and
resilience.

Goal No. 2: Community Safety: Maintain Community Safety by supporting
public safety
services and increasing emergency preparedness.

Goal No. 3: Economic Development: Improve the local economy, support local
businesses, and create a vibrant downtown core.

Goal No. 4: Infrastructure: Maintain and Improve the City's physical
infrastructure,
waste system, and recreational spaces.

Goal No. 5: High-Functioning Government: Strengthen internal communication,
recruitment, retention, systems, and processes to increase the
effectiveness and efficiency of City services.

Recommendation:

1. Conduct a public hearing to adopt a resolution updating the citywide Development Impact Fee Nexus Fee Study and Capital Improvement Plan and establishing a fee schedule for development impact fees for Traffic, Parks and Recreation, General Government Facilities, Police, Water, and Program Administration.

2. Waive further reading and adopt the following resolution, entitled

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING THE CITYWIDE IMPACT FEE NEXUS STUDY, ESTABLISHING THE FEE AMOUNTS FOR THE CITY'S DEVELOPMENT IMPACT FEES, ADOPTING A CAPITAL IMPROVEMENT PLAN AS PART OF THE NEXUS STUDY, ESTABLISHING THE FEE AMOUNTS, AND MAKING FINDINGS OF EXEMPTION PURSUANT TO CEQA

(12) CITY MANAGER REPORTS

- a. AWARD OF CONTRACT FOR JAIL SERVICES, PARK SECURITY, AND PARKING ENFORCEMENT SERVICE TO UNIFIED PROTECTIVE SERVICE LP, DBA ALLIED UNIVERSAL SECURITY SERVICES

Recommendations:

Authorize the City Manager to execute an agreement with Universal Protection Services LP DBA Allied Universal (Allied Universal), for jail services, park security, and parking enforcement for a one-year term effective July 1, 2026, through June 30, 2027, and a not-to-exceed contract amount of \$692,415 for one year, in a form approved by the City Attorney.

- b. HERITAGE SQUARE DISPOSITION AND DEVELOPMENT AGREEMENT

Recommendation:

Staff recommends the City Council approve the proposed Disposition and Development Agreement between the City of Signal Hill and Signal Hill Petroleum, for the sale of 2.4 acres of land (APNs 7214-005-900 through 904) and development of the mixed-use project known as Heritage Square.

- c. PUBLIC WORKS SERVICES AGREEMENT FOR STREET PAVEMENT MAINTENANCE SERVICES MASTER AGREEMENT

Recommendation:

Staff recommends the City Council:

1. Receive and file the Update of Pavement Management Program dated January 20, 2026, prepared by Bucknam Infrastructure Group, Inc.;
2. Adopt the 2025 Citywide Pavement Management Program and Five-Year Pavement Capital Improvement Program;
3. Authorize the City Manager to enter into a one (1) year Master Services Agreement with All American Asphalt Incorporated, to provide on-call as needed street, sidewalk, and public right-of-way maintenance and repair services for a not-to-exceed amount of one million dollars (\$1,000,000.00) in a form approved by the City Attorney.
4. Authorize the City Manager to enter into a one (1) year Master Services Agreement with Paveco Incorporated, to provide on-call as needed street,

sidewalk, and public right-of-way maintenance and repair services for a not-to-exceed amount of one million dollars (\$1,000,000.00) in a form approved by the City Attorney.

5. Authorize the City Manager to enter into a one (1) year Master Services Agreement with Hardy & Harper Incorporated, to provide on-call as needed street, sidewalk, and public right-of-way maintenance and repair services for a not-to-exceed amount of one million dollars (\$1,000,000.00) in a form approved by the City Attorney.

d. **PUBLIC WORKS SERVICES AGREEMENT FOR ON-CALL WATER SYSTEM INSPECTION SERVICES**

Recommendation:

1. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with AKM Consulting Engineers, Incorporated, to provide on-call Water System Inspection Services for a total not-to-exceed amount of \$350,000, through June 30, 2029, in a form approved by the City Attorney;
2. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Gradford Incorporated, to provide on-call Water System Inspection Services for a total not-to-exceed amount of \$350,000, through June 30, 2029, in a form approved by the City Attorney; and
3. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with TKE Engineering, Incorporated, to provide on-call Water System Inspection Services for a total not-to-exceed amount of \$350,000, through June 30, 2029, in a form approved by the City Attorney

(13) CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. Items will be acted upon by the Council at one time without discussion. Any item may be removed by a Council Member for discussion.

a. **FINAL ACCEPTANCE OF WILLOW MEDIAN IMPROVEMENTS PROJECT PURSUANT TO THE PUBLIC WORKS CONTRACT WITH KORMEX CONSTRUCTION, INCORPORATED**

Recommendation:

1. Accept the work in conformance with the plans and specifications for the Willow Median Improvements Project in accordance with the contract entered between Kormex Construction, Incorporated and the City of Signal Hill, and authorize the City Manager to execute the Notice of Completion; and

2. Direct staff to record the Notice of Completion with the Los Angeles County Registrar-Recorder's office.
- b. SECOND READING AND ADOPTION OF ORDINANCE NO. 2026-05-1557 GRANTING A FRANCHISE TO ZENITH ENERGY WEST COAST TERMINALS LLC

Recommendation:

Adopt Ordinance No. 2026-05-1557, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, GRANTING A FRANCHISE TO ZENITH ENERGY WEST COAST TERMINALS LLC AND THE INTERESTS, RIGHTS, PRIVILEGES, AND DUTIES TO LAY AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL AND PETROLEUM PRODUCTS FOR ANY AND ALL LAWFUL PURPOSES UNDER AND ALONG THE PUBLIC STREETS, WAYS, ALLEYS, AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THIS CITY.

- c. RESOLUTIONS PERTAINING TO THE GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3, 2026

Recommendations:

1. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES

2. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, WITH THE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

3. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL

HILL, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

- d. RESOLUTION AMENDING THE PUBLIC HEARING DATE FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FISCAL YEAR 2026-27 ASSESSMENTS

Recommendation:

1. Adopt a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2026-05-6934 DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2026-27 TO REVISE THE PUBLIC HEARING DATE.

- e. CONTRACT AMENDMENT REGISTER DATED JUNE 9, 2026

Recommendation:

Authorize the Contract Amendment Register dated June 9, 2026.

- f. WARRANT REGISTERS PRESENTED JUNE 9, 2026

Recommendation:

Authorize payment of the Warrant Registers presented June 9, 2026.

- g. APPROVAL OF MEETING MINUTES

Recommendation:

Approve the meeting minutes of the May 26, 2026, City Council Meeting and May 19, 2026 City Council Special Meeting

(14) COUNCIL AGENDA--NEW BUSINESS

COUNCIL MEMBER WOODS
COUNCIL MEMBER JONES
COUNCIL MEMBER COPELAND
VICE MAYOR HONEYCUTT
MAYOR HANSEN

(15) ADJOURNMENT

Tonight's meeting will be adjourned to the next Regular meeting of the Signal Hill City Council to be held on Tuesday, [INSERT DATE], at 7:00 p.m., in the Council Chamber of City Hall, 2175 Cherry Avenue, Signal Hill, CA 90755.

PUBLIC PARTICIPATION

Routine matters are handled most quickly and efficiently if contact is made with the City department directly concerned. However, if you would like to request that a matter be presented for City Council consideration, you may do so by writing to the City Council, City Clerk, or City Manager. The deadline for agenda items is 12 noon on the Tuesday preceding the Council and Agency meetings. The complete agenda, including back up materials, is available on the City website on the Friday preceding the meeting.

If you need special assistance beyond what is normally provided to participate in City meetings, the City will attempt to accommodate you in every reasonable manner. Please call the City Clerk's office at (562) 989-7305 at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
Hill, California 90755-3799

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

SUBJECT: CLOSED SESSION

Summary:

A closed session will be held pursuant to Government Code Section 54956.8
regarding Real Property negotiations

Recommendation:

Recess prior to adjournment of tonight's meeting in order to conduct a closed session.



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6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: CINDY FLARO
COMMUNICATIONS SPECIALIST**

SUBJECT: MAYOR'S MINUTE

Summary:

Viewing of the latest Mayor's Minute segment.



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6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: BRAD KENNEALLY
CHIEF OF POLICE**

SUBJECT: EMPLOYEE PROMOTION - SERGEANT DELIA MARTINEZ

Summary:

Police Chief Brad Kenneally will swear in newly promoted Sergeant Delia Martinez.



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6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

SUBJECT: LOS ANGELES SANITATION DISTRICT PRESENTATION

Summary:

Chief Engineer and General Manager Robert Ferrante from the Los Angeles County Sanitation District will provide an overview of the proposed five-year rate increase for District 29.



CITY OF SIGNAL HILL
STAFF REPORT

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6/9/2026

AGENDA ITEM

TO:

**HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

FROM:

**CARLO TOMAINO
CITY MANAGER**

BY:

**SIAMLU COX
ADMINISTRATIVE SERVICES OFFICER / FINANCE DIRECTOR**

SUBJECT:

PUBLIC HEARING - DEVELOPMENT IMPACT FEE STUDY

Summary:

This public hearing item presents the Citywide Impact Fee Nexus Study. The study comprehensively evaluates and updates the City's existing Development Impact Fee (DIF) program and proposes the establishment of updated impact fees to address the public infrastructure needs associated with future development. Specifically, the Nexus Study updates the City's three existing DIF programs: Traffic, Parks and Recreation, and Water System and proposes three new fee programs: General Government Facilities, Police, and Program Administration. The City conducted this study to comply with Assembly Bill 1600 (AB 1600) and Assembly Bill 602 (AB 602) and provide the sustainable framework to fund future growth-related infrastructure and capital projects while balancing the necessary funding with the City's economic growth objectives.

Strategic Plan Goal(s):

- Goal No. 1: Financial Stability: Ensure the City's long-term financial stability and resilience.
- Goal No. 2: Community Safety: Maintain Community Safety by supporting public safety services and increasing emergency preparedness.
- Goal No. 3: Economic Development: Improve the local economy, support local businesses, and create a vibrant downtown core.
- Goal No. 4: Infrastructure: Maintain and Improve the City's physical infrastructure, waste system, and recreational spaces.

Goal No. 5: High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

1. Conduct a public hearing to adopt a resolution updating the citywide Development Impact Fee Nexus Fee Study and Capital Improvement Plan and establishing a fee schedule for development impact fees for Traffic, Parks and Recreation, General Government Facilities, Police, Water, and Program Administration.

2. Waive further reading and adopt the following resolution, entitled

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING THE CITYWIDE IMPACT FEE NEXUS STUDY, ESTABLISHING THE FEE AMOUNTS FOR THE CITY'S DEVELOPMENT IMPACT FEES, ADOPTING A CAPITAL IMPROVEMENT PLAN AS PART OF THE NEXUS STUDY, ESTABLISHING THE FEE AMOUNTS, AND MAKING FINDINGS OF EXEMPTION PURSUANT TO CEQA

Fiscal Impact:

Implementation of the proposed impact fees would result in additional administrative responsibilities, including fee collection, accounting, expenditure tracking, and preparation of required annual reports. To address these costs, the proposed fee program includes a five percent (5%) administrative fee.

Under the current fee schedule, the City would yield approximately \$72 million in anticipated revenue across the existing three fee categories at the buildout of the City's General Plan. However, if a new nexus study is not adopted, the City will only be able to collect the current fees on projects through December 31, 2029. Adoption of the proposed fee schedule would increase the projected buildout revenue to approximately \$126 million, representing an additional \$54 million for the City's General Plan. This revenue supports the construction of public facilities identified in both the Nexus Study and the City's Capital Improvement Program.

Background:

Development Impact Fees (DIFs) are one-time fees assessed on new developments and are specifically used to fund capital facilities, vehicles, and equipment necessary to support the demands created by new growth. As such, impact fees must be based on a nexus that shows the fees are roughly proportionate to the impacts of new development. Impact fee revenues cannot be used to cover the operation and maintenance costs of these or any other facilities and infrastructure. In addition, impact fee revenue cannot be collected or used to cover the cost of preexisting infrastructure needs or deficiencies.

As the City experiences growth in both resident population and non-resident employment due to evolving workforces, housing affordability, longer life expectancies, and other trends, the demand for public infrastructure and services continues to increase. To address the need for expanded infrastructure and services resulting from the impact of new development, the City is authorized to

impose Development Impact Fees pursuant to California AB 1600 (Mitigation Fee Act), adopted in 1987 and codified under California Government Code Section 66000 et seq. Further, AB 602 requires that effective January 1, 2022, but before January 1, 2030, local agencies conduct an impact fee nexus study to follow specific standards and practices, including adoption of an impact fee nexus study. Cities cannot impose new or increased development impact fees without adopting a nexus study.

The City is focused on proactively bringing new development into the City through the Opportunity Study Area (OSA) initiative, which is aimed at transforming underutilized industrial properties, storage yards and vacant lots north of East Willow Street into a vibrant, walkable, and missed-use town center. This initiative will shape the City's economic future for decades. As such, the City anticipates that future development will continue to increase the demand for public amenities and infrastructure. In an effort to both comply with State law and prepare for the opportunities that would result from the OSA initiative, the City is proactively preparing to approve and adopt DIFs in a timely manner. The City contracted with Harris and Associates to initiate discussion regarding DIFs, and establish proposed, justified fee updates to adequately support anticipated future needs resulting from development in the City.

Analysis:

The City continues to experience impacts resulting from various external economic trends and will continue to experience increased demand for public facilities and corresponding capital costs associated with new development. The City anticipates near-term residential development projects as well as future development through the Opportunities Study Area effort. As the City continues to buildout over the next several years, it is important to ensure that growth remains sustainable relative to the City's ability to support necessary public infrastructure improvements and continue to meet the needs of anticipated growth in resident population, businesses, and key community stakeholders. For example, the proposed development impact fees ensure the City can make necessary improvements to accommodate new traffic patterns, update or build new parks, maintain the City's water system infrastructure which provides safe drinking water, and continue to provide adequate public safety services for the growing population. The purpose of the fee study is to evaluate the City's current needs and assess future community needs based on anticipated new development.

DIFs ensure that new development contributes its fair share toward the construction of necessary infrastructure improvements. To understand the relative impact of new development on the City's infrastructure needs, the City worked on a Nexus Study with Harris and Associates to perform the study necessary to establish updated fees. The Nexus Study identifies the legally justifiable fee levels based on expected infrastructure capacity to accommodate new residents and population growth in the City. Staff also considered the potential impact on future development costs and had extensive discussions with Harris and Associates to ensure the proposed fees continue to encourage future development opportunities. DIFs are not necessarily a barrier to development but are an investment in the infrastructure and amenities that make growth possible. By ensuring that new development contributes to roads, parks, libraries, community centers, water systems, public facilities and essential services needed to support a growing population, DIFs help preserve and enhance the quality of life that residents and businesses seek, encouraging continued expansion and tourism. These investments create safer, attractive and more livable communities, strengthening the City's appeal to prospective developers while positioning the community with a plan for sustainable, long-term growth and economic success.

For the City Council's reference, the City currently administers three DIF programs, as outlined in the Signal Hill Municipal Code:

- 1. Traffic Impact Fee (Chapter 21.48):** All development projects, unless exempt under Section 21.04.050, are required to pay traffic impact fees. These fees fund improvements to the City's transportation infrastructure necessitated by new development.
- 2. Park and Recreation Impact Fee (Chapter 21.40):** Pursuant to Section 21.40.030, any development project resulting in the construction of residential housing units, unless exempt under this title, must pay a park and recreation impact fee. These funds support the expansion and enhancement of parks and recreational facilities to meet the needs of the growing residential population.
- 3. Water System Impact Fee (Chapter 21.44):** Applicants for development projects that include residential dwelling units or consist wholly or partially of commercial/industrial properties are required to pay water system impact fees. These fees ensure the City's water infrastructure can adequately serve the additional demand created by new development.

The City has not conducted an update to its DIF program since the fees were originally established, or current City staff is not aware of a prior update study. The purpose of this study is to comply with AB 602, evaluate the existing fees, and consider the potential for updated fees to ensure new development contributes its proportional fair share toward mitigating citywide impacts on public infrastructure.

Following a review of the City's existing DIF programs, the study concluded that new development in the City will require additional general government facilities, including additional police facilities through the expansion of the police station to accommodate additional officers and the equipment associated with outfitting these officers in a safe manner; the expansion of the corporation yard to further accommodate an increase in police and utility vehicles; and additional administrative requirements of a development impact fee program associated with compliance with the Government Code. In order to mitigate the effects of new development on public infrastructure, a General Government Facilities Fee, staff recommends a Police Fee and a Program Administration Fee as part of the proposed DIF structure.

Updated Fee Study

Since the implementation of the existing DIF program, there have been changes in the Mitigation Fee Act, which governs the collection of impact fees. AB 602 went into effect in 2022 and added Section 66016.5 to the Mitigation Fee Act and imposed several new requirements on impact fees. Two of those requirements directly impacts the existing DIF Programs. First, AB 602 requires that local jurisdictions update nexus studies every eight years, from the period beginning on January 1, 2022. To ensure the continued authority to charge developer fees beyond January 1, 2030. Second, AB 602 requires that all fee studies calculate a fee imposed on a housing development project proportionately to the square footage of proposed units in the development, unless certain findings are made, and a local agency that imposes the fee utilizing this method shall be deemed to have used a valid method to establish the reasonable relationship between the fee charged and the burden posed by the development.

The Nexus Study demonstrates that all fee components comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors utilized to establish the nexus between the fees and the development on which the fees would be charged are summarized in the Nexus Study. The Nexus Fee Study and Capital Improvement Plan are based on information derived from the City's General Plan, Seventh Cycle Housing Element, 2025 Water Master Plan, 2022-2027 Pavement Management Plan, the 2021 Parks and Recreation Master Plan, and the 2024 Civic Center Master Plan.



Development Impact Fee Comparison

As noted earlier in this report, the City discussed with Harris and Associates the proposed fees, which include costs related to infrastructure, and their potential impact on future development. The City requested that Harris and Associates compare the current and proposed fee structures to provide an order-of-magnitude understanding of the change and to also compare the DIFs to the surrounding region. The evaluation included Artesia, Lakewood, Los Alamitos, Bellflower, Carson, and Long Beach. Each city differs in size, the range of municipal services, and Development Impact Fee (DIF) program categories. There are inherent differences between the fees assessed across cities. Not all comparison cities are full-service municipalities; therefore, fees for services like police and water may be absent from their Development Impact Fee schedules. Program categories may also differ from the Traffic, Park and Recreation, and Water categories used by Signal Hill. Harris and Associates found that most cities in the region have not conducted a comprehensive update of their Development Impact Fees. To comply with AB602, cities will need an updated nexus study to be able to legally assess fees; therefore, staff expects that while these cities have comparably lower DIFs today the coming years will bring fees from surrounding cities closer to Signal Hill.

When agencies do not assess the cost of development through DIFs, they create financial subsidies for new development that have a direct cost to the City. Under such circumstances, the City's Capital Projects Budget must directly subsidize these costs; impacting and limiting an agency's ability to maintain a capital improvement program model at an adequate level. Consequently, existing fees may no longer accurately reflect current infrastructure costs. Some cities have made incremental adjustments based on Consumer Price Index (CPI) increases. However, these adjustments do not substitute for a comprehensive nexus study, as now required by AB 602. Over time, the gap between the ongoing costs created by new development and the fees collected by a local jurisdiction can create a significant burden on the General Fund, resulting in more limited resource distribution. In some instances, the ongoing subsidy can lead to a structural operating deficit. To avoid this scenario, it is important for cities to regularly update development fees

AB 602 further established stricter requirements for cities regarding the periodic review and update of DIFs. As reflected below, DIFs vary by jurisdiction substantially. The proposed total DIFs for Signal Hill would increase by \$29,468. The difference is due to the gap in time between fee updates and the cost of addressing infrastructure improvements. As noted, neighboring cities currently reporting lower fees will likely increase their DIFs to achieve compliance with AB 602. While the City's proactive approach to achieving compliance and conducting a comprehensive Nexus Study may create the perception that the proposed DIFs are higher than those of neighboring jurisdictions, the distinction is largely attributable to the fact that many agencies have not yet completed similar analyses or updated their fee structures. By addressing these requirements early, the City is positioning itself ahead of the curve, whereas jurisdictions that delay their studies may be challenged with more substantial fee adjustments in the future as infrastructure costs continue to escalate and the gap between existing fees and actual service demands widens.

Total Fee Burden by Land Use Comparison

Jurisdiction	Single Family	Multi-Family	Commercial	Office	Industrial
	\$ per DU	\$ per DU	\$ per sq. ft.	\$ per sq. ft.	\$ per sq. ft.
Signal Hill Proposed	90,726	88,246	35.72	40.01	10.99
Signal Hill Existing	50,364	42,632	12.61	6.66	6.09

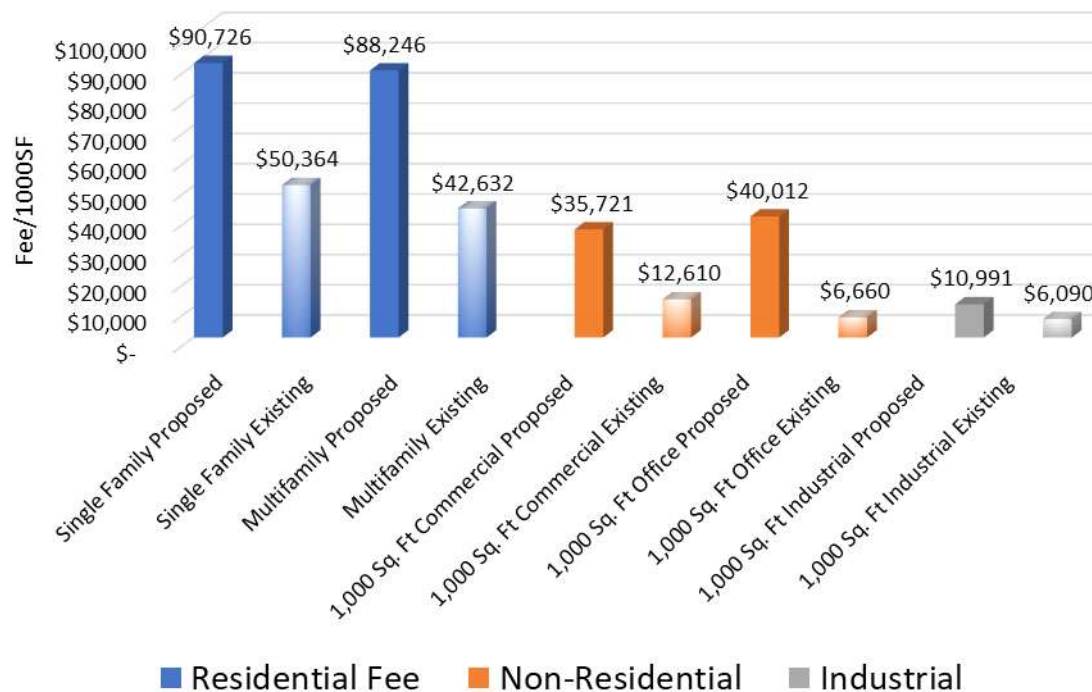
Artesia	28,346	20,613	6.65	6.29	3.55
Lakewood	34,527	28,401	9.11	7.61	4.86
Los Alamitos	22,871	19,786	3.36	0.87	0.31
Bellflower	56,325	45,756	9.66	12.52	5.72
Carson	16,353	20,441	6.38	4.43	3.56
Long Beach	11,233	52,859	3.71	2.86	1.45
Average	37,197	39,443	10.66	10.66	4.35

Notes:

1 County Fees exclu

The recent study for Signal Hill found that increases in DIFs across the residential, non-residential, and industrial sectors are necessary to accurately reflect the full cost of providing public infrastructure and services. The proposed adjustments ensure that these expenses are not subsidized by the General Fund but rather are equitably allocated based on development impacts.

Existing and Proposed Fee Comparison



Although Signal Hill does not currently have lowest development impact fees in the region, its prime location, combined with the ongoing efforts to make the City “Development Ready”, continues to make the City an attractive destination for new development. These advantages help ensure that Signal Hill remains competitive and desirable for prospective developers, even with both the current

and proposed fee structures.

While the proposed development impact fees would position Signal Hill at a higher level among neighboring cities, this cost-recovery mechanism is strategically offset by the unparalleled financial and administrative advantages of projects like the City's new 210-acre Opportunity Overlay Zones. By relaxing development standards, expanding "by-right" uses, allowing economic data to right-size residential and commercial projects, and implementing optimized parking ratios, the City is drastically lowering the traditional barriers to entry for developers. Replacing rigid, traditional development standards with a fluid regulatory framework grants developers the ability to maximize buildable square-footage, pivot fluidly to market demands, and design highly efficient, site-customized projects. Furthermore, because the City has proactively undertaken the necessary General Plan and zone changes to accommodate the vision of these overlay zones, developers save substantial time and money by avoiding individual entitlement hurdles. More importantly, by proactively undertaking a programmatic Environmental Impact Report (EIR) for the entire overlay area, Signal Hill is effectively eliminating the lengthy, costly, and legally precarious CEQA process for future projects. The immense savings in time, upfront costs, and litigation risk afforded by the zones far outweigh the increased impact fees, offering developers a highly predictable, expedited, and lucrative environment that is not currently replicated in surrounding jurisdictions.

All the facilities included in the fee update and the Capital Improvement Plan are expansion-related projects that will provide additional capacity necessary to serve new development. The City Council will annually review the Impact Fee Capital Improvement Program and update it as necessary pursuant to the Mitigation Fee Act. Implementation of this Nexus Study is necessary to provide ongoing funding for the identified capital facilities. In accordance with the nexus study, staff recommends an annual inflationary increase to these fees that occur every July 1st based on the increase in the Engineering News Record (ENR) Construction Cost Index (CCI) for the Los Angeles Area. The proposed revised and new fees would become effective sixty days (60) after the adoption of the resolution.

Attachment(s):

- A. RESOLUTION NO. 2026-06-XXXX
- B. Exhibit "A" to Resolution - Citywide Impact Fee Nexus Study and Capital Improvement Plan
- C. Exhibit "B" to Resolution - Citywide Impact Fee Schedule

RESOLUTION NO. 2026-06-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SIGNAL HILL, CALIFORNIA, ADOPTING THE CITYWIDE
IMPACT FEE NEXUS STUDY, ESTABLISHING THE FEE
AMOUNTS FOR THE CITY'S DEVELOPMENT IMPACT
FEES, ADOPTING A CAPITAL IMPROVEMENT PLAN AS
PART OF THE NEXUS STUDY, ESTABLISHING THE FEE
AMOUNTS, AND MAKING FINDINGS OF EXEMPTION
PURSUANT TO CEQA**

WHEREAS, The City desires to adopt DIFs on new development to fund the costs associated with increased demand for new public infrastructure, capital facilities, vehicles, equipment, and public services; and

WHEREAS, The Mitigation Fee Act (AB 1600), codified as California Government Code Section 66000 et. seq., authorizes the City to impose Development Impact Fees on new development within the City. Development Impact Fees (DIFs) are one-time charges on new development that are collected and used by the City to pay the costs incurred in connection with increased public infrastructure, capital facilities, vehicles, equipment, and public services that are necessary to serve that new development; and

WHEREAS, pursuant to the Mitigation Fee Act, local agencies are required to make specific findings when imposing fees to mitigate impacts of development projects and ensure fees are justified and used appropriately; and

WHEREAS, Assembly Bill 602 ("AB 602") amended the Mitigation Fee Act in 2021 and emphasized the need to adopt a DIF Nexus Study ("Nexus Study") at a public hearing, prior to the adoption of any new or increased DIF; and

WHEREAS, AB 602 requires in part that the Nexus Study identify the existing level of service for each public facility, identify new levels of service, include an explanation of why the new levels of service are more appropriate, and include information to support the required findings for adoption of new or increased Development Impact Fees; and

WHEREAS, independent consultant Harris & Associates prepared a Citywide Impact Fee Nexus Study, dated February 2026, attached hereto as Exhibit A and incorporated herein by reference (the "Nexus Study"); and

WHEREAS, the Nexus Study substantiates a methodology that will charge each new development project only for the costs necessary to mitigate the impacts expected to be caused by that development project; and

WHEREAS, The 2026 Nexus Study identifies: (1) the purpose of the impact fee; (2) the use of the impact fee; (3) the reasonable relationship between the use of the impact fee and the development type on which it is imposed; (4) the reasonable relationship between the need for the facilities and the type of development between the need for the type of development on which the fee is imposed; and (5) the reasonable relationship between the amount of the fee and facility cost attributable to the applicable development project. In the limited cases where the City has not calculated a fee proportionate to the square footage of the proposed units of development, the 2026 Nexus Study also provides: (1) an explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project; (2) an explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development; and (3) that other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees. The City Council hereby agrees with and incorporates all the findings set forth in the 2026 Nexus Study and adopts them as their own as if set forth in full here.

WHEREAS, the Citywide Development Impact Fees are consistent with the City's General Plan, including the City's Housing Element, because (1) they will help ensure that the City maintains appropriate growth measures to ensure that the City can provide facilities and infrastructure necessary to serve new development; (2) they require new development to meet level of service standards for necessary services and facilities; and (3) they are consistent with the City's obligation to affirmatively further fair housing because the fees are based on an essential nexus and do not exceed the calculated roughly proportional impacts of single family and multi-family residential development projects, and (4) they will not be a constraint on housing supply or affordability because the fees are necessary to ensure access to services and facilities for all new development in the City; and

WHEREAS, pursuant to Government Code Sections 66016, 66016.5, 66018, 66019, and 6062a, the City must adopt the updated Citywide Development Impact Fees only after notice and public hearing; and

WHEREAS, pursuant to Government Code Sections 66002, 66016.5, 66018, 66019, 6062a, a notice of a public hearing on the proposed fee schedule and the adoption of the Nexus Study, including the Capital Improvement Plan (CIP), was published in the Signal Tribune, a newspaper of general circulation; and

WHEREAS, pursuant to Government Code Sections 66019 and 66016.5, notice of the time and place of the meeting, including a general explanation of the matters to be considered and a statement that required data is available was mailed at least thirty (30) days prior to the meeting to those members of the public who filed a written request with the City; and

WHEREAS, at least ten (10) days prior to the public hearing referenced above, the City made available for public inspection information required under

Government Code Section 66000, et seq.; and

WHEREAS, the City Council has considered all information related to this matter, including any supporting reports by City Staff and any information provided by the public, prior to the close of the public hearing, pursuant to Government Code section 66019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this referenced.

SECTION 2. The City Council has been presented with and has reviewed the information related to the Citywide Impact Fee Nexus Report, including all supporting data and after being so informed hereby adopts the Citywide Impact Fee Nexus Report and supporting data.

SECTION 3. Pursuant to Government Code Section 66015.5(a)(5)(B) and in satisfaction of AB 602, the City Council hereby adopts the findings and conclusions set forth in the Citywide Impact Fee Nexus Study and incorporates them herein by reference. A copy of the 2026 Nexus Study shall be on file with the City Clerk and available during regular City business hours for public inspection.

SECTION 4. This resolution, authorizes the City to apply the development impact fees for Traffic, Water, Parks and Recreation, General Government Facilities, Police Facilities, and Program Administration provided herein. Additionally, based on the Nexus Study and consistent with the requirements of the Mitigation Fee Act, the City Council does hereby find, as fully set forth in the Citywide Impact Fee Nexus Study, the following: a. That the purpose of the impact fees has been identified; b. That the use of the fees has been identified; c. That there is a reasonable relationship between the use and the type of project on which it is imposed; d. That there is a reasonable relationship between the need for public improvements and the type of project on which it is imposed; e. That there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facilities attributable to the development on which the fee is imposed

SECTION 5. If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 6. The City Council hereby finds that adoption of the Citywide Impact Fee Nexus Study and the Capital Improvement Plan (“Capital Improvement Plan or CIP”), which serves as the Capital Improvement Program required by Government Code section 66016.5, and related amendments to the Citywide Impact Fees does not constitute a “project” under the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code section 21065 and CEQA Guidelines section 15378. While CEQA requires environmental review to occur at the earliest feasible stage, CEQA does not require review of actions that are speculative, conceptual, or preliminary in nature and that do not commit the City to a definite course of action that may result in a physical change in the environment.

The Nexus Study and Capital Improvement Plan are planning-level fiscal and policy documents that identify conceptual public facility needs and provide general cost estimates for long-range capital planning, budgeting, and rate-setting purposes only. Adoption of the Nexus Study and Capital Improvement Plan do not approve, fund, or authorize construction of any specific capital improvement project; do not establish final project descriptions, locations, designs, construction methods, phasing, or schedules; and do not commit the City to proceed with any particular project identified in the CIP. The City retains full discretion to modify, defer, redesign, relocate, or decline to pursue any project listed in the Capital Improvement Plan. Accordingly, adoption of the CIP does not represent a commitment to a definite course of action within the meaning of CEQA and does not result in any direct or reasonably foreseeable indirect physical change to the environment.

Even if adoption of the Nexus Study, Capital Improvement Plan, or fee amendments were considered a “project” for purposes of CEQA, then consistent with CEQA Guidelines section 15378(b)(4), adoption of the CIP and fee amendments constitutes the establishment of a government funding mechanism and long-range fiscal planning tool. Section 15378(b)(4) provides that a “project” does not include fiscal activities or administrative actions that do not involve any commitment to a specific project or physical development. The CIP functions solely to inform budgeting, financial planning, and infrastructure funding decisions and does not authorize or entitle any physical development.

The Nexus Study and Capital Improvement Plan also qualify as a feasibility and planning study that is exempt from CEQA under CEQA Guidelines section 15262, as it evaluates potential public facility needs and funding strategies at a conceptual level, prior to the City’s approval, adoption, or funding of any specific capital improvement project. Environmental review at this stage would be premature and speculative, as the City lacks sufficient project-level detail to meaningfully analyze environmental impacts or alternatives.

In addition, because the Nexus Study and Capital Improvement Plan are prepared in connection with the establishment and adjustment of fees and rates to finance public facilities, adoption of these documents and related fee amendments is exempt under CEQA Guidelines section 15273. Section 15273 recognizes that public agencies

must be able to engage in fiscal planning and establish funding mechanisms to meet infrastructure and capital financing needs without triggering CEQA review before any specific project has been approved or defined.

The City further finds that adoption of the Nexus Study and Capital Improvement Plan expressly reserves full discretion to the City Council and other decision-making bodies to approve, deny, modify, or pursue alternatives for any individual capital project identified in the Capital Improvement Plan, including alternative designs, locations, phasing, or funding approaches. No construction, ground-disturbing activity, or irreversible commitment of resources will occur unless and until the City takes separate future discretionary actions to approve a specific project, following appropriate environmental review under CEQA. Adoption of the Capital Improvement Plan does not limit the range of alternatives available to the City or predetermine the outcome of any future CEQA analysis.

Finally, the City Council finds that the action is exempt under the common sense exemption set forth in CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that adoption of the Nexus Study, Capital Improvement Plan, and related fee amendments, by themselves, have no possibility of resulting in a significant effect on the environment. Any future capital improvement projects would be subject to separate discretionary approvals and environmental review in accordance with CEQA and City practice.

SECTION 7. The City Council hereby adopts the Capital Improvement Plan, attached as Appendix A to the 2026 Citywide Impact Fee Nexus Study, as a part of the 2026 Citywide Impact Fee Nexus Study.

SECTION 8. The City Council hereby authorizes an automatic annual adjustment to the Citywide impact fees every year starting on July 1st, 2027. Each year, the fees shall be updated based on the percentage change in the Engineering News Record Construction Cost Index for the Los Angeles Area (Los Angeles ENR CCI) from May of the previous year to the most recent May. The base index for the first adjustment will be the May 2026 Los Angeles ENR CCI.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Signal Hill, California, on this 9th Day of June, 2026.

TINA L. HANSEN
MAYOR

ATTEST:

DARITZA PEREZ
CITY CLERK

Exhibit A - Citywide Impact Fee Nexus Study
Exhibit B - Development Impact Fee Schedule of Fees

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss
CITY OF SIGNAL HILL)

I, DARITZA PEREZ, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2026-06-XXXX was adopted by the City Council of the City of Signal Hill at a regular meeting held on the 9th Day of June, 2026, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DARITZA PEREZ
CITY CLERK



Citywide Impact Fee Nexus Study

City of Signal Hill

Final – February 2026

Prepared for:



Prepared by:



Harris & Associates

**101 Progress, Suite 250
Irvine, CA 92618
(925) 827-4900**

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Table of Contents

Executive Summary and Introductory Sections.....	5
Introduction.....	5
Nexus Requirement Summary	6
Assembly Bill 602.....	6
Nexus Study Summary	7
Section 1 Methodology	13
Methodology	13
Mark-ups	14
Program Administration.....	14
Fund Balance	14
Section 2 Population and Land Use Assumptions	17
Land Use Types	17
Growth Forecasts	17
Resident and Employment Density.....	18
Average Unit Sizes	25
Section 3 Traffic Fee.....	27
Background.....	27
Service Population	27
Cost Summary and CIP.....	27
Fee Methodology	31
Fee Summary	34
Capital Improvement Projects & Revenue Projections.....	36
Reduced Traffic Fee.....	37
Existing and Proposed Level of Service	37
Nexus Requirement Summary	40
Section 4 Water System.....	44
Background.....	44
AB 602 and Fee Collection Per Meter	44
Service Population	45
Cost Summary and CIP.....	45
Fee Methodology	50
Fee Summary	53
Capital Improvement Projects and Revenue Projections	54
Existing and Proposed Level of Service	55
Nexus Requirement Summary	57

Section 5	Parks and Recreation Fee.....	60
	Background.....	60
	Park Classifications.....	60
	Service Population	61
	Existing and Proposed Level of Service	61
	Fee Methodology	64
	Fee Summary	66
	Capital Improvement Projects & Revenue Projections.....	66
	Nexus Requirement Summary	67
Section 6	General Government Facilities Fee	70
	Background.....	70
	Service Population	70
	Existing Level of Service.....	71
	Fee Methodology	72
	Fee Summary	76
	Capital Improvement Projects & Revenue Projections.....	76
	Nexus Requirement Summary	78
Section 7	Police Facilities Fee	81
	Background.....	81
	Service Population	81
	Existing Level of Service.....	82
	Fee Methodology	84
	Fee Summary	87
	Capital Improvement Projects & Revenue Projections.....	88
	Nexus Requirement Summary	90
Section 8	Program Administration Fee	93
	Background.....	93
	Nexus Requirement Summary	96
Section 9	Implementation and Administration.....	98
	Implementation	98
	Fee Program Administrative Requirements	98
	Fee Adjustment Procedures	100
	Timing of Payment	100
	Designated Residential Projects Deferred Fee Payments	100
	Credits and Reimbursement Policies	102
	Programming Revenues with the CIP	102
	Fee Reporting.....	102

Accessory Dwelling Units	103
Specialized Development Projects	103
Rebuild or Expansion Projects	103

Tables

Table ES-1: Costs Attributable to Fee Programs	8
Table ES-2: Summary of Proposed Impact Fees for Parks and Recreation, Traffic, General Government Facilities, Police, and Program Administration	9
Table ES-3: Summary of Proposed Impact Fees for Water by Meter Size.....	10
Table ES-4: Proposed Fees Comparison to Existing Fees	11
Table 1-1: City of Signal Hill Impact Fee Fund Balance as of June 30, 2025.....	15
Table 2-1: Projected New Unit and Acreage Growth (2040 Projections).....	18
Table 2-2: Existing Service Population	19
Table 2-3: Existing Service Population for Parks and Recreation	20
Table 2-4: Projected New Population and Employee Growth (2040 Projections)	20
Table 2-5: Projected New Population and Employee Growth (2040 Projections) for Parks and Recreation	21
Table 3-1: City of Signal Hill Future Transportation Improvements	29
Table 3-2: City of Signal Hill Existing Transportation Improvements Summary	30
Table 3-3: ITE Trip Generation Rates	31
Table 3-4: Existing City of Signal Hill Trip Generation.....	32
Table 3-5: Future City of Signal Hill Trip Generation	33
Table 3-6: Total Buildout City of Signal Hill Trip Generation	33
Table 3-7: Cost per Trip.....	34
Table 3-8: Traffic Fee	35
Table 3-9: Projected Traffic Fee Revenue	36
Table 3-10: Proportional Allocation of Anticipated Fee Revenue to Proposed Traffic Facilities	36
Table 3-11: Transportation Existing Level of Service	39
Table 4-1: City of Signal Hill Future Water Facilities Summary	48
Table 4-2: City of Signal Hill Existing Water Facilities Summary	49
Table 4-3: Water Demand Factors	50
Table 4-4: Existing City of Signal Hill Water Demand.....	51
Table 4-5: Future City of Signal Hill Water Demand.....	52
Table 4-6: Total City of Signal Hill Water Demand.....	52
Table 4-7: Water Cost per EDU Calculation	53
Table 4-8: Total Water Fee	54
Table 4-9: Projected Water Fee Revenue	55
Table 4-10: Proportional Allocation of Anticipated Fee Revenue to Proposed Water Facilities	55

Table 5-1: City of Signal Hill Parks Inventory	62
Table 5-2: City of Signal Hill Parks Existing Level of Service	63
Table 5-3: Total Future Parks and Recreation Improvement Cost.....	65
Table 5-4: Park and Recreation Cost Per Resident.....	65
Table 5-5: Parks and Recreation Fee Calculation.....	66
Table 5-6: City of Signal Hill Park Sites	67
Table 5-7: Projected Parks and Recreation Fee Revenue	67
Table 6-1: General Government Facilities Inventory	73
Table 6-2: General Government Facilities Cost per Capita	75
Table 6-3: General Government Facilities Fees.....	76
Table 6-4: Projected General Government Facilities Fee Revenue	76
Table 6-5: Proposed City of Signal Hill General Government Facilities	77
Table 6-6: Proportional Allocation of Anticipated Fee Revenue to Proposed General Government Facilities	78
Table 7-1: City of Signal Hill Police Existing Level of Service.....	83
Table 7-2: Police Facilities Inventory	85
Table 7-3: Police Facilities Cost per Capita.....	87
Table 7-4: Police Facilities Fees	88
Table 7-5: Projected Police Facilities Fee Revenue.....	88
Table 7-6: Proposed City of Signal Hill Police Facilities	89
Table 7-7: Proportional Allocation of Anticipated Fee Revenue to Proposed Police Facilities	90
Table 8-1: Program Administration Fee	94
Table 8-2: Water Program Administration Fee.....	95
Table 8-3: Administration Fee Anticipated Revenue.....	95
Table A-1: Capital Improvement Plan (CIP)	107
Table B-2: Existing Transportation Improvements	111

Figures

Figure 2-1: City of Signal Hill Land Use.....	23

Appendices

Appendix A: Capital Improvement Plan (CIP)
Appendix B: Existing Transportation Facilities

EXECUTIVE SUMMARY AND INTRODUCTORY SECTIONS

INTRODUCTION

The City of Signal Hill (City) is the seventy-sixth most populated city in Los Angeles County (County) and is located at the peak of a hill completely surrounded by the City of Long Beach. The City spans an area of approximately 2.2 square miles. The City was formally incorporated in April of 1924 and was primarily completed to avoid being annexed by the City of Long Beach due to its zoning restrictions and oil tax.

The City is part of the Los Angeles, California Combined Statistical Area. The California Department of Finance estimates that as of January 1, 2025, the City population is 11,421, incorporating the 2020 Census benchmark.

As the resident population and non-resident employment in the City increase, there exists a correlating rise in the need for public infrastructure and services to support the increased demand on the City. California's Assembly Bill 1600 (AB 1600) adopted in 1987 and codified as California Government Code Section 66000 et. seq., allows the City to impose Development Impact Fees on new development within the City. Development Impact Fees (DIFs) are one-time charges on new development that are collected and used by the City to cover the cost of capital facilities, vehicles, and equipment that are required to serve new growth.

The City currently has three development impact fee programs:

1. **Traffic Impact Fee:** Under Municipal Code Chapter 21.48, all development projects are required to pay a traffic impact fee unless the project qualifies for an exemption under Section 21.04.050.
2. **Park and Recreation Impact Fee:** Pursuant to Chapter 21.40, Section 21.40.030, any development project that results in the construction of a residential housing unit must pay a park and recreation impact fee, unless the project is otherwise exempt under the Municipal Code.
3. **Water System Impact Fee:** Under Chapter 21.44, a water system impact fee is required for: Any development project consisting wholly or partially of commercial or industrial property; and Any development project that includes residential dwelling units.

To the City's knowledge, the Development Impact Fees have not been updated since they were established. The goal of this update is to assess the current fees and potential additional development impact fees on new development to assist in mitigating City-wide impacts on public

improvements, public services, and community amenities and to ensure compliance with the legal requirements of AB 1600 and AB 602.

NEXUS REQUIREMENT SUMMARY

AB 1600 was enacted by the State of California in 1987 creating the Mitigation Fee Act - Section 66000 et seq. of the Government Code. The Mitigation Fee Act requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified.
3. Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The purpose of this report is to demonstrate that all fee components comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be charged are summarized in subsequent sections of this report.

ASSEMBLY BILL 602

AB 602, enacted by the State of California in 2021, amended Sections 65940.1 and 66019 of, and added Section 66016.5 to the Government Code. AB 602 requires that if a local agency conducts and adopts an impact fee nexus study after January 1, 2022, the local agency shall follow all of the following standards and practices:

1. Before the adoption of an associated development fee, an impact fee nexus study shall be adopted.
2. When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate.
3. A nexus study shall include information that supports the local agency's actions, as required by subdivision (a) of Section 66001 of the Government Code.

4. If a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.
5. A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development. A nexus study is not required to comply with the requirements to calculate a fee imposed on a housing development project proportionally to the square footage of the proposed units if the local agency makes the following findings:
 - An explanation as to why square footage is not appropriate metric to calculate fees imposed on housing development project.
 - An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.
 - That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.
6. Large jurisdictions shall adopt a capital improvement plan as a part of the nexus study.
7. All studies shall be adopted at a public hearing with at least 30 days' notice, and the local agency shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing.
8. Studies shall be updated at least every eight years, beginning on January 1, 2022.
9. The local agency may use the impact fee nexus study template developed by the Department of Housing and Community Development pursuant to Section 50466.5 of the Health and Safety Code.

This report demonstrates that all fee components comply with AB 602. The methodologies performed to calculate the updated fees ensure that the costs for facilities are proportionately spread between existing and future users.

NEXUS STUDY SUMMARY

Purpose

As development occurs in the City, new backbone infrastructure and capital facilities are required to mitigate the increased demand created by new residents and workers. Development Impact Fees (DIFs) fund this required backbone infrastructure and capital facilities as well as the related administrative costs through the City's fee program. The fee program contains separate fee categories for each type of infrastructure and capital facilities. Incorporated in this Nexus Study are the following fees:

- Traffic
- Water
- Police
- General Government Facilities
- Parks Improvement
- Program Administration

This includes the three existing City DIFs: Traffic, Water, and Parks, and three proposed new fees: Police, General Government Facilities, and Program Administration. This report is designed to satisfy AB 1600 Nexus requirements, AB 602 guidance, and provide the necessary technical analysis to support the adoption of the updated fees. The fees will be effective 60 days after the City’s final action establishing and authorizing the collection of the fees.

Fee Program Costs

Table ES-1 summarizes the costs attributable to each fee program based on the facilities identified in this Nexus Study, assuming the growth assumptions made within this report occur as projected. This summary does not account for any future inflationary escalation of fees, current fund balances, or outstanding credits and reimbursements.

Table ES-1: Costs Attributable to Fee Programs

Fee Program	Costs Attributable to the Fee Program
Traffic	\$ 16,337,490
Water	\$ 32,529,860
Parks and Recreation	\$ 60,157,329
General Government Facilities	\$ 9,084,198
Police	\$ 2,779,177
Administration	\$ 6,044,403
Total	\$ 126,932,456

Updated Fees

Pursuant to AB 602, residential development fees are suggested to be assessed on a per square foot basis with the exception of Water Fees which are collected on a per meter basis. To yield consistency across fees assessed on non-residential land uses, non-residential development fees will be assessed per building square foot with the exception of Water Fees which are collected on a per meter basis. Fees on Accessory Dwelling Units, specialized projects, and rebuild projects are detailed further in **Section 8: Implementation and Administration**.

Table ES-2 shows a summary of the proposed updated fees per square foot (SF). **Table ES-3** shows a summary of proposed water fee per meter size.

Table ES-2: Summary of Proposed Impact Fees for Parks and Recreation, Traffic, General Government Facilities, Police, and Program Administration

Land Use	Traffic	Parks & Recreation	General Government Facilities	Police	Administration (5%) ⁽¹⁾
Residential (Fee per Square Foot)					
Single Family	\$ 6.51	\$ 16.87	\$ 2.51	\$ 0.77	\$ 1.33
Multi-Family	\$ 4.32	\$ 20.15	\$ 3.00	\$ 0.92	\$ 1.42
Non-Residential (Fee per Square Foot)					
Commercial	\$ 26.86	\$ 3.24	\$ 1.49	\$ 0.46	\$ 1.60
Office	\$ 22.75	\$ 7.13	\$ 3.27	\$ 1.00	\$ 1.71
Industrial	\$ 5.37	\$ 0.71	\$ 0.33	\$ 0.10	\$ 0.33

Notes:

- 1 Administration fee is collected to offset the fee programs impact on City Staff and is anticipated to be expended for (1) legal, accounting, and other administrative support and (2) development impact fee program administration costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis.

Table ES-3: Summary of Proposed Impact Fees for Water by Meter Size

Meter Size	Water	Administration ⁽¹⁾
Single Family Residential		
Single Family Residential	\$ 19,766.82	\$ 988.34
Multi-Family Residential and Non-Residential		
5/8-Inch Meter	\$ 13,177.88	\$ 658.89
3/4- Inch Meter	\$ 19,766.82	\$ 988.34
1-Inch Meter	\$ 32,944.70	\$ 1,647.24
1 1/2-Inch Meter	\$ 65,889.40	\$ 3,294.47
2-Inch Meter	\$ 105,423.04	\$ 5,271.15
3-Inch Meter	\$ 197,668.20	\$ 9,883.41
4-Inch Meter	\$ 329,447.00	\$ 16,472.35
6-Inch Meter	\$ 658,894.00	\$ 32,944.70
8-Inch Meter	\$ 1,054,230.40	\$ 52,711.52
10-Inch Meter	\$ 1,515,456.20	\$ 75,772.81

Notes:

- 1 An administrative fee of 5% is included in the fees shown for (1) legal, accounting, and other administrative support and (2) development impact fee program administration costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis. The administration fee is calculated on a fee by fee basis. Please refer to the individual fee calculation tables for a breakdown of the administration fee.

Proposed Fees Comparison with Existing Fees

Table ES-4, on the following page, shows the comparison between the proposed City of Signal Hill Impact fees and the existing fees. Existing residential fees that are not already collected on a fee per square foot were converted from a fee per dwelling unit to a fee per square foot. Non-residential fees are shown on a fee per building square foot. The assumptions used in this study were used for fee conversions to provide a more accurate comparison to the new fee structure.

Table ES-4: Proposed Fees Comparison to Existing Fees

Single Family	Existing Fee ⁽¹⁾	Proposed Fee	Percentage Change
General Govt Facilities	\$ -	\$ 2.51	N/A
Police	\$ -	\$ 0.77	N/A
Traffic	\$ 0.25	\$ 6.51	2,500.88%
Parks	\$ 9.97	\$ 16.87	69.25%
Program Administration	\$ -	\$ 1.33	N/A
Water	\$ 9.93	\$ 13.18	32.74%
Water Program Administration	\$ -	\$ 0.66	N/A
TOTAL	\$ 20.15	\$ 41.83	107.62%

Multi-Family	Existing Fee ⁽¹⁾	Proposed Fee	Percentage Change
General Govt Facilities	\$ -	\$ 3.00	N/A
Police	\$ -	\$ 0.92	N/A
Traffic	\$ 0.35	\$ 4.32	1,142.67%
Parks	\$ 9.55	\$ 20.15	111.03%
Program Administration	\$ -	\$ 1.42	N/A
Water	\$ 13.79	\$ 18.30	32.74%
Water Program Administration	\$ -	\$ 0.92	N/A
TOTAL	\$ 23.68	\$ 49.03	107.00%

Notes:

1 Existing fees were converted from a fee per dwelling unit to a fee per square foot using the same residential size assumptions in this study to provide a more accurate comparison to the new fee structure.

Commercial	Existing Fee ⁽¹⁾	Proposed Fee	Percentage Change
General Govt Facilities	\$ -	\$ 1.49	N/A
Police	\$ -	\$ 0.46	N/A
Traffic	\$ 7.41	\$ 26.86	262.48%
Parks	\$ 0.79	\$ 3.24	310.13%
Program Administration	\$ -	\$ 1.60	N/A
Water	\$ 4.41	\$ 1.98	-55.18%
Water Program Administration	\$ -	\$ 0.10	N/A
TOTAL	\$ 12.61	\$ 35.72	183.28%

Office	Existing Fee ⁽¹⁾	Proposed Fee	Percentage Change
General Govt Facilities	\$ -	\$ 3.27	N/A
Police	\$ -	\$ 1.00	N/A
Traffic	\$ 1.46	\$ 22.75	1,458.22%
Parks	\$ 0.79	\$ 7.13	802.53%
Program Administration	\$ -	\$ 1.71	N/A
Water	\$ 4.41	\$ 3.95	-10.35%
Water Program Administration	\$ -	\$ 0.20	N/A
TOTAL	\$ 6.66	\$ 40.01	500.79%

Industrial	Existing Fee ⁽¹⁾	Proposed Fee	Percentage Change
General Govt Facilities	\$ -	\$ 0.33	N/A
Police	\$ -	\$ 0.10	N/A
Traffic	\$ 0.89	\$ 5.37	503.37%
Parks	\$ 0.79	\$ 0.71	-10.13%
Program Administration	\$ -	\$ 0.33	N/A
Water	\$ 4.41	\$ 3.95	-10.35%
Water Program Administration	\$ -	\$ 0.20	N/A
TOTAL	\$ 6.09	\$ 10.99	80.48%

Notes:

1 The proposed water fees are based on water meter size and are converted to a fee per square foot utilizing the following assumptions: A 100,000 SF Commercial Building and a 50,000 SF Office and Industrial building
2 Proposed fees (charged per 1,000 SF) have been converted to a fee per square foot for this table for better comparison to existing fees, which are charged per square foot.

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Section 1 **METHODOLOGY**

METHODOLOGY

Imposed fees require various findings to ensure that a reasonable relationship exists between the fee amount and the cost of the facility or portion of the facility attributable to new development. Several methodologies are available to determine fee amounts. The most common methodologies are defined by the “[Impact Fee Nexus Study Template](#)” prepared for the California Department of Housing and Community Development by Turner Center for Housing Innovation at UC Berkeley. Choosing the appropriate methodology depends on the type of facility for which the fee is calculated and the availability of documentation to support the fee calculation. Following is a discussion of the methodologies available to calculate the separate fee components in this report.

Existing Inventory Method

The existing inventory method, also known as the “incremental method” uses a facility standard based on an analysis of the ratio of existing facilities to the demand on the facilities by the existing population serviced by those facilities (“existing service population”) on a cost per unit or cost per square foot basis. Under this approach, new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method ensures that no facility deficiencies are spread to future development as a result of the fees being established based on the current facility standards serving current residents. In other words, if a deficiency exists in the current facility standards, new development is only required to fund the expansion of facilities at the currently provided standard, and the deficiency must be rectified by funding outside of the fee program. This method is often used when a long-range plan for new facilities is not available.

Planned Facilities Method

The planned facilities method calculates the proposed fee based on the ratio of planned facilities to the increase in demand associated with new development. This method is appropriate when planned facilities have been defined by a long range master plan or expenditure plan which includes specific facilities and cost estimates. As the Planned Facilities Method relies on a long range master plan that may change as the plan is implemented, fees based on this methodology need to be regularly updated to remain consistent with the project lists and current plans.

System Plan Method

The system plan method utilizes an integrated approach to allocate the cost of existing facilities and the costs of planned facilities to the total development in the study area. This method is appropriate when calculating a systemwide fee in which new development will fund an integrated

system of facilities at the future standard attributable to new development. By spreading the costs of an integrated system incorporating the existing facilities and planned facilities costs to the total development in the study area, this ensures that new development only pays their proportional share of the total system costs and is not responsible for rectifying any existing deficiencies.

MARK-UPS

A soft cost mark-up of 30% is added to the estimated construction cost to account for items such as design, fees, permits, construction management, insurance, and other indirect costs.

PROGRAM ADMINISTRATION

The City, with assistance from consultants, oversees the implementation and administration of the City of Signal Hill Impact Fee Program, consistent with the requirements of the Mitigation Fee Act. For all City Impact fees, a Program Administration Fee of five percent (5%) is added to fund the costs of City's management and ongoing fee program administration, collection, and reporting. This includes costs associated with City staff and consultant time, studies, and administration to support the program. Industry standard ranges from three to six percent (3-6%) for the administrative component of a development fee program based on research completed by Best, Best & Krieger and presented at the California Society of Municipal Finance Officers Chapter meeting in October of 2025.

For ease of administration, this report creates a separate Program Administration Fee that will be collected in a separate fund. Additional information regarding the Program Administration Fee is presented in **Section 8**. The administrative functions of the Program Administration Fee include, but are not limited to, the following:

- Annual fee adjustments
- Annual fee reporting
- Additional fee reporting every five years
- Application and tracking of fee credits and reimbursements
- Posting of nexus studies and fee schedules on the City's website
- Periodic nexus study updates
- Staff and consultant time related to fee preparation, collection, tracking, and administration

FUND BALANCE

The fund balances used throughout this analysis were based on the City's reported Impact fee fund balances through June 01, 2025. **Table 1-1** displays the balances of the existing funds used within this study.

Table 1-1: City of Signal Hill Impact Fee Fund Balance as of June 30, 2025

Fee Program	Existing Fund Balance
Parks	\$ 277,667
General Government Facilities	\$ -
Police	\$ -
Traffic	\$ 921,513
Water	\$ 1,101,067
Total	\$ 2,300,247

Notes:

1 Existing fund balances derived from the City of Signal Hill Annual Impact Fee Report for the Fiscal Year Ending June 30, 2025.

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Section 2 **POPULATION AND LAND USE ASSUMPTIONS**

LAND USE TYPES

To ensure a reasonable relationship between each fee and the type of development paying the fee, different land use types must be distinguished. The land use categories used in this analysis are defined below.

- **Single Family:** Detached single-family dwelling units. Includes very low density, low density, and age-restricted units.
- **Multi-Family:** Attached residential projects.
- **Accessory Dwelling Unit (ADU):** A second unit, attached or detached from a SFR.
- **Office:** All general, professional, and medical office development.
- **Commercial:** All commercial, retail, educational, and mixed-use development.
- **Industrial:** All research and development, manufacturing and warehouse development.

Some developments may include more than one land use type, such as an industrial warehouse with living quarters (a live-work designation) or a mixed-use development with both Retail and Residential land uses. In these cases, the fees will be calculated separately for each land use type. Note that an Accessory Dwelling Unit (ADU) is defined as a second unit, attached or detached from a Single Family Residential (SFR) unit.

GROWTH FORECASTS

Growth projections are used as indicators of demand. The City’s existing population, as well as the City’s Community Development Department’s population projections, are critical assumptions used throughout the fee sections that follow in this report. The following resources were used as part of this analysis:

- Estimates of population projections and new development through buildout were based on the City’s land use plan from the City of Signal Hill General Plan adopted July 3, 2001 and subsequently updated with projected estimates developed by the City of Signal Hill Community Development Department.
- Estimated persons per household data were based on the 2023 US Census American Community Survey.
- Existing population estimates are from the 2025 California Department of Finance.
- Worker projections are based on projected non-residential square footage and the employees per square feet assumptions from the USGBC LEED BD+C: New Construction | v4 – Default Occupancy Counts.

Table 2-1 shows the estimated growth in dwelling units and non-residential acreage to 2040.

Table 2-1: Projected New Unit and Acreage Growth (2040 Projections)

Development	Horizon	Single Family	Multi Family	Commercial	Office	Industrial
		(Units)		(Square Feet)		
Orange Bluff	2029	0	290.00	0.00	0.00	0.00
Walnut Bluff	2029	0	90.00	0	0	0
Town Center Northwest	2029	0	267.00	22,000	0	0
Heritage Square	2032	0	60.00	34,400	0	0
Gateway Center North - Remodel	2030	0	0.00	23,500	0	0
2550 Orange Ave	2026	0	150.00	0	0	100,886
3201 Walnut Ave.	2026	0	0.00	0	0	100,000
1701 Creston	2026	0	0.00	0	0	11,024
1900 Temple Ave.	2025	1	0.00	0	0	0
2750 E. 20th St	2026	0	3.00	0	0	0
2250 Ohio St	2030	0	1.00	0	0	0
1995 St. Louis	2026	1	0.00	0	0	0
1933-39 Temple	2026	0	8.00	0	0	0
2599 E. PCH	2028	0	8.00	0	0	0
ADU's (750-1,200 SF)	2027	35	0.00	0	0	0
Spring/Atlantic Development	2030	0	200.00	0	0	0
South Orange Bluff	2035	0	75.00	0	0	0
OSA #1 & Cherry Avenue	2035	0	200.00	0	0	0
Proposed Overlay Zone	2030	0	200.00	0	0	0
Total		37	1,552	79,900	0	211,910

Notes:

1 Future development assumptions provided by the City of Signal Hill Community Development Department.

Source:

City of Signal Hill Community Development Department.

United States Census Bureau On the Map Database.

RESIDENT AND EMPLOYMENT DENSITY

Using persons per household (PPH) data for residential units and employment density data for non-residential buildings is a common metric used to establish a reasonable relationship between the demand created by the development project and the fees charged. The residential density factors were derived using information from the US Census American Community Survey (2023) and the non-residential employment density factors were derived from the U.S. Green Building Council Default Occupancy Counts. The following average density factors are used for each land use type.

Residential

High Density Residential	2.59 residents per dwelling unit
Very High Density Residential	2.53 residents per dwelling unit

Non-Residential**Density****Density**

Office	4.0 employees per 1,000 square feet
Commercial	1.82 employees per 1,000 square feet
Industrial	0.4 employees per 1,000 square feet

Table 2-2 identifies the existing service population and employment in the City of Signal Hill. **Table 2-3** identifies the existing service population and employment in the City of Signal Hill as it relates to the Parks and Recreation fee due to a lower availability of park facilities in relation to other City services.

Table 2-2: Existing Service Population

Category	Total Persons	Weighting Factor ⁽³⁾	Service Population
Residents ⁽¹⁾	11,421	1.00	11,421
Workers ⁽²⁾	14,505	0.37	5,367
Total	25,926		16,788

Notes:

- 1 Resident population based on State of California Department of Finance E-5 Population and Housing Estimates for Cities, Counties, and the State, dated January 1st 2025.
- 2 Employment data for the City of Signal Hill derived from the United States Census Bureau's On the Map Database.
- 3 Workers are weighted at 0.37 based on a 45 hour work week relative to a resident's time of 123 hours (168 hours per week less 45 work hours).

Source:

California Department of Finance E-5 Population and Housing Estimates.
United States Census Bureau On the Map Database.

Table 2-3: Existing Service Population for Parks and Recreation

Category	Total Persons	Weighting Factor ⁽³⁾	Service Population
Residents ⁽¹⁾	11,421	1.00	11,421
Workers ⁽²⁾	14,505	0.12	1,741
Total	25,926		13,162

Notes:

- 1 Resident population based on State of California Department of Finance E-5 Population and Housing Estimates for Cities, Counties, and the State, dated January 1st 2025.
- 2 Employment data for the City of Signal Hill derived from the United States Census Bureau's On the Map Database.
- 3 Assumes a resident can utilize park facilities an average of 12 hours per day 7 days a week (84 hours) and an employee can utilize park facilities an average of 2 hours per day 5 days a week

Source:

California Department of Finance E-5 Population and Housing Estimates.
United States Census Bureau On the Map Database.

Table 2-4 identifies the estimated growth in population and employment in the City of Signal Hill through 2040. **Table 2-5** identifies the estimated growth in population and employment in the City of Signal Hill through 2040 as it relates to parkland development. A separate service population is required for parkland development as the weighting factor for workers is reduced due to the amount of time workers can access parks in relation to residents.

Table 2-4: Projected New Population and Employee Growth (2040 Projections)

Category	Future Persons (Horizon Year)	Total Persons at (Horizon Year)	Weighting Factor ⁽⁵⁾	Future (Horizon Year) Service Population	Service Population at (Horizon Year)
Residents ⁽¹⁾⁽²⁾	4,022	15,443	1.00	4,022	15,443
Workers ⁽³⁾⁽⁴⁾	230	14,735	0.37	85	5,452
Total	4,253	30,179		4,107	20,895

Notes:

- 1 Resident population based on State of California Department of Finance E-5 Population and Housing Estimates for Cities, Counties, and the State, dated January 1st 2025.
- 2 Future resident population derived from development projections provided by the City of Signal Hill Community Development Department.
- 3 Employment data for the City of Signal Hill derived from the United States Census Bureau's On the Map Database.
- 4 Future employment data derived from development projections provided by the City of Signal Hill Community Development Department.
- 5 Workers are weighted at 0.37 based on a 45 hour work week relative to a resident's time of 123 hours (168 hours per week less 45 work hours).

Source:

California Department of Finance E-5 Population and Housing Estimates.
United States Census Bureau On the Map Database.

Table 2-5: Projected New Population and Employee Growth (2040 Projections) for Parks and Recreation

Category	Future Persons (Horizon Year)	Total Persons at (Horizon Year)	Weighting Factor ⁽⁵⁾	Future (Horizon Year) Service Population	Service Population at (Horizon Year)
Residents ⁽¹⁾⁽²⁾	4,022	15,443	1.00	4,022	15,443
Workers ⁽³⁾⁽⁴⁾	230	14,735	0.12	28	1,768
Total	4,253	30,179		4,050	17,211

Notes:

- 1 Resident population based on State of California Department of Finance E-5 Population and Housing Estimates for Cities, Counties, and the State, dated January 1st 2025.
- 2 Future resident population derived from development projections provided by the City of Signal Hill Community Development Department.
- 3 Employment data for the City of Signal Hill derived from the United States Census Bureau's On the Map Database.
- 4 Future employment data derived from development projections provided by the City of Signal Hill Community Development Department.
- 5 Assumes a resident can utilize park facilities an average of 12 hours per day 7 days a week (84 hours) and an employee can utilize park facilities an average of 2 hours per day 5 days a week (10 hours); this translates to 1.0 employee equaling approx. 0.12 residents ($10/84 = 0.12$) in terms of potential park utilization.

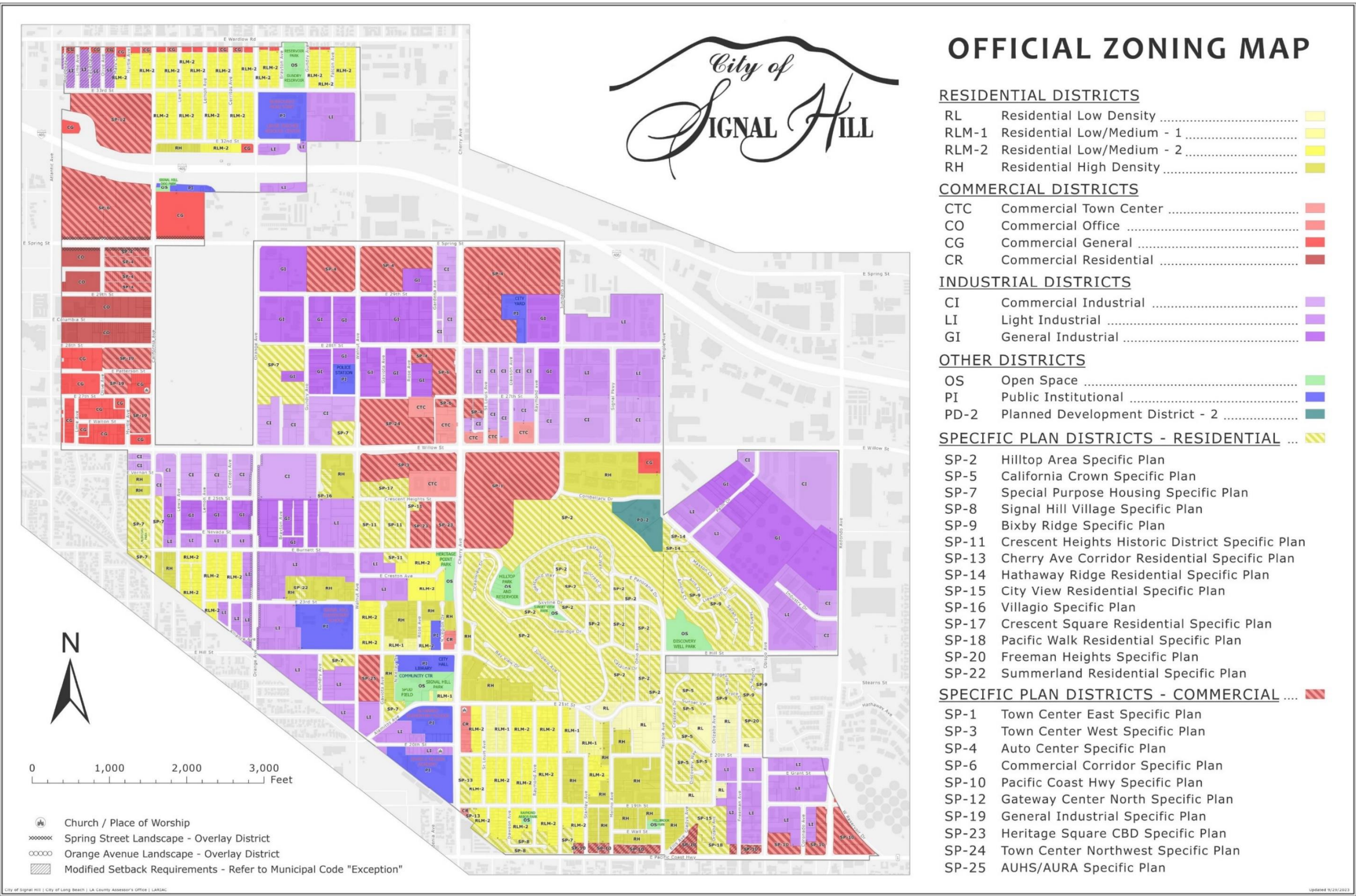
Source:

California Department of Finance E-5 Population and Housing Estimates.
United States Census Bureau On the Map Database.

Figure 2-1 illustrates the City of Signal Hill City limits and the land uses included in the City based on the City's zoning map. The City's General Plan also includes land use information and is the principal policy document for guiding future planning and development in the City. The City is approximately 2.2 square miles.

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Figure 2-1: City of Signal Hill Land Use



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AVERAGE UNIT SIZES

To meet AB 602 requirement five (5) that suggests that a fee imposed on a housing development project shall be calculated proportionately to the square footage of proposed units of the development, this Nexus Study calculates a fee per unit and then uses the average unit size for Single-Family Residential and Multi-Family Residential based on the estimated average size of planned new development within each land use category to convert to a fee per square foot. The average unit size is based on the livable square footage of the residential units.

Basing the average unit size on livable square footage for all residential units is not only consistent with industry standard for fee calculations, but it also provides a strong nexus between the impact of the unit and the fee amount. A good example of industry standard are school fees in California. In California, school fees are based on assessable space, which means a quantity equal to the area (expressed in square feet) within the perimeter of a residential structure, not including the carport, communal walkway, garage, overhang, patio, enclosed patio, detached accessory structure or similar structure.

Multi-Family Residential projects that include communal spaces (i.e., clubhouse, maintenance facility, gym, etc.) will not be assessed impact fees on such areas as the impact is considered to be captured within the residential fees. Areas that contain employees and are accessible by the public will be charged impact fees according to use (i.e., leasing office would pay office fees).

Based on the estimated average size of planned new development within each land use category for the City, the following average unit sizes are utilized in this study.

Single-Family Residential.....	2,280 Square Feet Per Unit
Multi-Family Residential.....	1,865 Square Feet Per Unit

The City will monitor the average size of new housing units on an annual basis and if the average size of units is significantly less than anticipated, the fees will be updated as part of the annual update to reflect this change in order to ensure the fee program does not fall short.

As detailed in the next sections, the fee per square foot is calculated by dividing the fee per unit by the average size shown above for each residential unit type. Fees for Multi-Family Residential result in a higher fee per square foot than Single Family Residential due to the higher density of people per square foot of space.

The methodology for calculating the fees per unit results in a higher fee per square foot for Multi-Family Residential. The need for the facilities included in this Nexus Study for most of the fees are based on the number of people that these facilities must serve. Therefore, utilizing the average number of residents that resides in any density type based on census tract data is the most justified

methodology for the fee. This relates the persons per household for Single and Multi-Family residential to the average size of the unit, which results in the fee per square foot. While Multi-Family residential has a lower persons per dwelling unit assumption, the proportion of persons per unit to the size of the unit is higher than Single Family. This results in a fee that is based on the demand of those residents, which is slightly higher per square foot for Multi-Family. Because the impact of each unit is based on the additional people generated by unit type, this methodology provides a reasonable relationship and rough proportionality between the amount of the fee charged and the burden posed by each residential unit. Moreover, because most Multi-Family units are smaller than Single Family units, the fee paid per dwelling unit will likely be lower for the vast majority of Multi-Family units than Single Family units. Finally, the average square footage used to determine the Multi-Family fee per square foot was a conservative metric because most Multi-Family units built in the area, based on new construction over the past decade, are 1,900 square feet or less.

Section 3 **TRAFFIC FEE**

BACKGROUND

The Transportation Fee is collected for the purpose of maintaining and expanding the capacity of the City's transportation network. The Transportation Fee is calculated using the System Plan Method. The System Plan Method uses an integrated system methodology where the total transportation network (existing facilities and future improvements), is divided by the total transportation demand on the system (existing users and future users).

Under this method, new development funds the expansion of facilities at a proportional rate to the facilities funded by existing development. Because the fee is based on the full buildout value of the system and allocated across full buildout demand, no existing deficiencies are passed on to future development. In other words, if a deficiency exists in the current facility standards, new development is responsible only for buying in to the existing transportation network and paying its proportional share of future improvements at the same cost per PM Peak Hour Trip as existing development. Any existing deficiencies must be addressed with funding outside the fee program. Future development within the City will pay the transportation impact fee at building permit issuance, unless otherwise required by law, to buy in to the existing network and to fund its proportional share of the system expansion projects described in this section.

Recommended improvements are based on evaluations of the existing and future transportation network of roads and intersections and ability to meet recommended performance and operational criteria under peak hour demand in terms of trips. The proposed expansion facilities in the fee program are system backbone improvements that serve the community at large and does not include on-site infrastructure required by specific development projects. Each development project will be required to construct the specific on-site improvements required to serve their project.

SERVICE POPULATION

Demand for services and the associated facilities for traffic facilities are based on the additional trips that will be generated by new growth through 2040 within the City. The City groups the planned Traffic Facilities within the following categories: Roadway Improvements, Trail System Improvements, Transit System Improvements and Traffic Signal Improvements. All categories were analyzed to the projected 2040 development conditions within the City.

COST SUMMARY AND CIP

The Traffic Fee will fund the expansion of traffic facilities necessary to serve new growth in the City. **Table 3-1** summarizes the future traffic facilities, project costs, and costs attributable to the fee program four traffic categories: Roadway Improvements, Trail System Improvements, Transit System Improvements and Traffic Signal Improvements.

Table A-1 in **Appendix A** will also serve as the Traffic Fee Capital Improvement Plan (CIP) list as required by AB 602, which includes the facilities shown in **Table 3-1**. The Table identifies each of the facilities that will be paid for in part or in whole by the Traffic Fee. The City will use the CIP facilities identified here to guide their five-year Capital Improvement Plan budget based upon City needs and timing of securing adequate revenue. The improvements are anticipated to benefit both existing and future development and new development will pay their fair share of the future improvements based on the total percentage of additional trips being added to the City's transportation network as well as buying in to the existing transportation improvements. The City's existing transportation facilities are summarized in **Table 3-2** and detailed in **Appendix B**.

Table 3-1: City of Signal Hill Future Transportation Improvements

Facility	Location	Construction Cost ⁽¹⁾	Soft Costs ⁽²⁾	Total Cost ⁽¹⁾
Roadway Improvements				
27th Street Improvements	27th Street between Walnut and Gundry	\$ 840,000.00	\$ 360,000.00	\$ 1,200,000.00
28th Street Gap Closure	28th Street from Olive to Atlantic	\$ 560,000.00	\$ 240,000.00	\$ 800,000.00
29th Street Complete Street	29th Street	\$ 1,120,000.00	\$ 480,000.00	\$ 1,600,000.00
Colombia Street Access Road	Access Road to California Avenue	\$ 1,330,000.00	\$ 570,000.00	\$ 1,900,000.00
Olive Street Realignment	Olive Street	\$ 567,000.00	\$ 243,000.00	\$ 810,000.00
Cherry Avenue Complete Street	Cherry Avenue	\$ 4,550,000.00	\$ 1,950,000.00	\$ 6,500,000.00
Orange Avenue Widening and Retaining Wall	Orange Avenue	\$ 10,920,000.00	\$ 4,680,000.00	\$ 15,600,000.00
<i>Subtotal Roadway Improvements</i>		<i>\$ 19,887,000.00</i>	<i>\$ 8,523,000.00</i>	<i>\$ 28,410,000.00</i>
Trail System Improvements				
Trail System Project Phase 1	California Street - from Spring Street to 32nd Street	\$ 1,470,000.00	\$ 630,000.00	\$ 2,100,000.00
Trail System Project Phase 2	Walnut from Burnett to Crescent Heights	\$ 840,000.00	\$ 360,000.00	\$ 1,200,000.00
Legion Drive Widening	Legion Drive at trail connection to Heritage Point Park	\$ 350,000.00	\$ 150,000.00	\$ 500,000.00
<i>Subtotal Trail System Improvements</i>		<i>\$ 2,660,000.00</i>	<i>\$ 1,140,000.00</i>	<i>\$ 3,800,000.00</i>
Transit System Improvements				
Bus Stop Replacement Project	49 Bus Stops throughout City	\$ 1,470,000.00	\$ 630,000.00	\$ 2,100,000.00
<i>Subtotal Transit System Improvements</i>		<i>\$ 1,470,000.00</i>	<i>\$ 630,000.00</i>	<i>\$ 2,100,000.00</i>
Traffic Signal Improvements				
ITS Upgrade to allow for Autonomous Vehicles		\$ 6,300,000.00	\$ 2,700,000.00	\$ 9,000,000.00
<i>Subtotal Traffic Signal Improvements</i>		<i>\$ 6,300,000.00</i>	<i>\$ 2,700,000.00</i>	<i>\$ 9,000,000.00</i>
Total Facilities				\$ 43,310,000.00

Notes:

1 Costs provided by the City of Signal Hill Public Works Department.

2 A 30% soft cost markup is added to the construction costs to account for contingency, design costs, and construction management.

Source:

Costs provided by the City of Signal Hill Public Works Department.

Table 3-2: City of Signal Hill Existing Transportation Improvements Summary

Description	Value
Existing Transportation Improvements	
Arterial/Collector	\$ 42,376,127
Local Streets	\$ 31,343,509
Traffic Signal Improvements	\$ 20,790,000
Sidewalks	\$ 12,781,800
Roadway Signage	\$ 301,500
Total Existing Transportation Improvements	\$ 107,592,935.56

Notes:

- 1 Existing roadway costs prorated based on the Pavement Condition Index (PCI).
- 2 Costs provided by the City of Signal Hill Public Works Department.

Source:

City of Signal Hill Public Works Department.

FEE METHODOLOGY

The Traffic Fee uses the System Plan Method to calculate the fee. The System Plan Method calculates the fees based on the total facilities, existing facilities plus planned expansion, that are needed to serve existing land uses plus future development. This method is appropriate when future development utilizes the existing transportation network but also incrementally expands the transportation network. As stated in the “Impact Fee Nexus Study Template” prepared for the California Department of Housing and Community Development by Turner Center for Housing Innovation at UC Berkeley, the System Plan Method “Estimates the costs for an integrated system of existing and future facilities.”

The cost per trip is calculated by dividing the total cost of the facilities identified in **Table 3-1** and **Table 3-2** by the total number of trips expected to be generated under 2040 conditions (as shown in **Table 3-6**).

In order to calculate the Traffic Impact Fee, the total trips generated by new development must be calculated. To calculate the total number of new trips attributable to new development within the City through 2040, the growth projections, detailed in **Table 2-1**, are multiplied by the corresponding trip generation rates from **Table 3-3** as derived from the Institute of Transportation Engineers (ITE).

Table 3-3: ITE Trip Generation Rates

Land Use	Trip Generation Rate ⁽¹⁾
Residential (per unit)	
Single Family	0.94
Multi Family	0.51
Non-Residential (per 1,000 square feet)	
Commercial ⁽²⁾	1.70
Office	1.44
Industrial	0.34

Notes:

- 1 Institute of Transportation Engineers common Trip Generation Rates (PM Trip Rate) sourced from the ITE Trip Generation Manual, 11th Edition.
- 2 All land uses in the retail & services are entitled to a "pass-by" trip reduction of 60% if less than 50,000 SF or a reduction of 40% if equal to or greater than 50,000 SF. This Study assumes a 50% "pass-by" trip reduction.

Source:

ITE Trip Generation Manual, 11th Edition.

Residential trips are calculated by multiplying the anticipated growth in residential units (**Table 2-1**) by the corresponding single family and multi-family trip generation rates. Non-residential trips were calculated by multiplying the anticipated growth in employees per 1,000 building SF (**Table 2-4**) with the corresponding trip generation rates for each land use. Commercial trips often coincide with other trips (i.e., Person A stops by the store on their way home from work, Person B stops by a restaurant after grocery shopping, etc.) The ITE Trip Generation Manual, 11th Edition notes all Retail and Services land uses are entitled to a "pass-by" trip reduction between forty to sixty percent (40-60%). This study assumes a fifty percent (50%) trip reduction for commercial. **Table 3-6** shows the breakdown of the total trip calculation using the City's growth assumptions identified in **Table 2-1**.

The trips attributable to existing land uses within the City are calculated in **Table 3-4**. These trips are added to the trips generated by future development within the City as shown in **Table 3-5** trips to determine the total trips within the City through 2040 as shown in **Table 3-6**.

Table 3-4: Existing City of Signal Hill Trip Generation

Land Use	ITE Trip Rate ⁽¹⁾	Units	Peak PM Trips
Residential	<u>Per Unit</u>	<u>Units</u>	
Single Family	0.94	2,201	2,068.94
Multi Family	0.51	2,608	1,330.08
<i>Subtotal Residential</i>			3,399.02
Non-Residential	<u>Per 1,000 SF</u>	<u>SF</u>	
Commercial ⁽²⁾	1.70	1,737,365.00	2,953.52
Office	1.44	457,127.00	658.26
Industrial	0.34	4,431,470.00	1,506.70
<i>Subtotal Non-Residential</i>			5,118.48
Total Existing Peak PM Trips			8,517.50

Notes:

- 1 Institute of Transportation Engineers common Trip Generation Rates (PM Trip Rate) sourced from the ITE Trip Generation Manual, 11th Edition.
- 2 Existing land uses provided by the City of Signal Hills Public Works Department on March 6, 2024.
- 3 All land uses in the retail & services are entitled to a "pass-by" trip reduction of 60% if less than 50,000 SF or a reduction of 40% if equal to or greater than 50,000 SF. This Study assumes a 50% "pass-by" trip reduction.

Source:

ITE Trip Generation Manual, 11th Edition.
City of Signal Hill Public Works Department

Table 3-5: Future City of Signal Hill Trip Generation

Land Use	ITE Trip Rate ⁽¹⁾	Units	Peak PM Trips
Residential	<u>Per Unit</u>	<u>Units</u>	
Single Family	0.94	37	34.78
Multi Family	0.51	1,552	791.52
<i>Subtotal Residential</i>			826.30
Non-Residential	<u>Per 1,000 SF</u>	<u>SF</u>	
Commercial ⁽²⁾	1.70	79,900.00	135.83
Office	1.44	0.00	0.00
Industrial	0.34	211,910.00	72.05
<i>Subtotal Non-Residential</i>			207.88
Total Future Peak PM Trips			1,034.18

Notes:

- ¹ Institute of Transportation Engineers common Trip Generation Rates (PM Trip Rate) sourced from the ITE Trip Generation Manual, 11th Edition.
- ² All land uses in the retail & services are entitled to a "pass-by" trip reduction of 60% if less than 50,000 SF or a reduction of 40% if equal to or greater than 50,000 SF. This Study assumes a 50% "pass-by" trip reduction.

Source:

ITE Trip Generation Manual, 11th Edition.

Table 3-6: Total Buildout City of Signal Hill Trip Generation

Land Use	ITE Trip Rate ⁽¹⁾	Units	Peak PM Trips
Residential	<u>Per Unit</u>	<u>Units</u>	
Single Family	0.94	2,238	2,103.72
Multi Family	0.51	4,160	2,121.60
<i>Subtotal Residential</i>			4,225.32
Non-Residential	<u>Per 1,000 SF</u>	<u>SF</u>	
Commercial ⁽²⁾	1.70	1,817,265.00	3,089.35
Office	1.44	457,127.00	658.26
Industrial	0.34	4,643,380.00	1,578.75
<i>Subtotal Non-Residential</i>			5,326.36
Total Buildout Peak PM Trips			9,551.68

Notes:

- ¹ Institute of Transportation Engineers common Trip Generation Rates (PM Trip Rate) sourced from the ITE Trip Generation Manual, 11th Edition.
- ² All land uses in the retail & services are entitled to a "pass-by" trip reduction of 60% if less than 50,000 SF or a reduction of 40% if equal to or greater than 50,000 SF. This Study assumes a 50% "pass-by" trip reduction.

Source:

ITE Trip Generation Manual, 11th Edition.

The cost per trip is calculated by taking the total cost of the transportation network (existing improvements plus future improvements) and then dividing by the total future trips within the City. This calculation is shown in **Table 3-7**.

Table 3-7: Cost per Trip

Description	Cost / Value
Estimated Project Costs ⁽¹⁾	
Roadway Improvements	\$ 28,410,000
Trail System Improvements	\$ 3,800,000
Transit System Improvements	\$ 2,100,000
Traffic Signal Improvements	\$ 9,000,000
<i>Subtotal Future Facilities</i>	<i>\$ 43,310,000</i>
Existing Transportation System	\$ 107,592,936
Total Transportation Network Costs	\$ 150,902,936
Total Buildout Peak PM Trips ⁽²⁾	9,551.68
Cost per Peak PM Trip	\$ 15,798.57

Notes:

1 Construction costs derived from budgets provided by the City of Signal Hill's Public Works Department.

2 Total Buildout Peak PM Trips is derived by summing the existing land use Peak PM Trips and the future development Peak PM Trips.

Source:

ITE Trip Generation Manual, 11th Edition.

FEE SUMMARY

The Traffic Fee per unit or 1,000 square feet is calculated multiplying the cost per trip identified in **Table 3-7** by the trip generation rate per unit or per 1,000 square feet. This fee per unit is then divided by the average unit size of planned new residential and non-residential development in the City of Signal Hill to convert the fees to a fee per square foot. **Table 3-8** shows the proposed new traffic fees for new development.

Table 3-8: Traffic Fee

Land Use	Cost Per Trip	Trips per Unit	Subtotal Fee	Average Unit Size (SF)	Fee/SF
Residential			(per Unit)		
Single Family	\$ 15,798.57	0.94	\$ 14,850.66	2,280	\$ 6.51
Multi Family	\$ 15,798.57	0.51	\$ 8,057.27	1,865	\$ 4.32
Non-Residential			(per 1,000 SF)		
Commercial	\$ 15,798.57	1.70	\$ 26,857.57	1,000	\$ 26.86
Office	\$ 15,798.57	1.44	\$ 22,749.94	1,000	\$ 22.75
Industrial	\$ 15,798.57	0.34	\$ 5,371.51	1,000	\$ 5.37

CAPITAL IMPROVEMENT PROJECTS & REVENUE PROJECTIONS

Table 3-9 summarizes the potential Traffic fee revenue from the projected future development identified in **Table 2-1**. The revenue collected from the Traffic Fee will be available to expand the City's transportation network to meet the needs of new residents in the City.

Table 3-9: Projected Traffic Fee Revenue

Land Use	Proposed Fee	Anticipated Growth (units)	Anticipated Growth	Anticipated Fee Collection at Buildout ⁽¹⁾
Residential	(per SF)		(Total SF)	
Single Family	\$ 6.51	37	84,373	\$ 549,265.25
Multi Family	\$ 4.32	1,552	2,894,480	\$ 12,504,153.60
Non-Residential	(per SF)		(Total SF)	
Commercial	\$ 26.86		79,900	\$ 2,146,114.00
Office	\$ 22.75		0	\$ -
Industrial	\$ 5.37		211,910	\$ 1,137,956.70
Total				\$ 16,337,489.55

Notes:

1 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

Table A-1 in **Appendix A** will also serve as the Traffic Fee CIP list as required by AB 602, which includes the facilities shown in **Table 3-1**. **Table 3-1** identifies the planned facilities that will be paid for entirely or in part by the Traffic Fee. These facilities were identified by the City of Signal Public Works Department. The City will use the CIP facilities identified here to guide their five-year Capital Improvement Plan budget based upon City needs and timing of securing adequate revenue.

Table 3-10 details the proportional allocation of Traffic Fee revenue from the projected future development shown in **Table 3-5** to the proposed Transportation facilities shown in **Table 3-1**.

Table 3-10: Proportional Allocation of Anticipated Fee Revenue to Proposed Traffic Facilities

Description	Trips Generated	Proportion of Trips Generated	Proportional Share of Buildout Facilities ⁽¹⁾	Anticipated Facilities Funding ⁽²⁾	Anticipated Funding Share	CIP Funding ⁽³⁾⁽⁴⁾
Existing Development	8,518	89.17%	\$ 134,564,378.86	\$ 134,565,446.01	89.17%	\$ 26,972,510.45
Future Development	1,034	10.83%	\$ 16,338,556.69	\$ 16,337,489.55	10.83%	\$ 16,337,489.55
Total	9,552	100.00%	\$ 150,902,935.56	\$ 150,902,935.56	100.00%	\$ 43,310,000.00

Notes:

1 The proportional share of buildout facilities derived by multiplying the proportion of trips generated by the buildout transportation network valuation.

2 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

3 Existing Development's fair share of the CIP projects will be derived from a combination of general fund contributions, grants, sales tax measures or other eligible funding sources as established by the City.

4 Future development's fair share of the CIP will not be utilized to rectify any deficiencies in the City's existing facilities.

REDUCED TRAFFIC FEE

Residential developments near transit stations generate fewer trips than traditional land use configurations that rely on vehicles as the primary mode of transportation. According to various transportation studies, measurable trip reductions result for projects that are near transit stations and where there are a diversity of land uses that promote connectivity and walkability. To account for the reduced trip rates generated by projects meeting the above criteria, an additional trip adjustment factor will be applied to new residential land uses meeting the following criteria:

1. The housing development is located within one-half mile of a transit station and there is direct access between the project and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length.
2. The housing development is located within one-half mile of the housing development from three or more of the following:
 - a. A supermarket or grocery store
 - b. A public park.
 - c. A community center
 - d. A pharmacy or drugstore
 - e. A medical clinic or hospital
 - f. A public library
 - g. A school that maintains a kindergarten or any of grades 1 to 12, inclusive
 - h. A licensed childcare facility
 - i. A restaurant which means a retail food establishment that prepares, serves and vends food directly to the customer
3. The housing development provides either the minimum number of parking spaces required by the local ordinance, or for residential units, no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

For purposes of this reduction, the definition of transit station shall be defined by California Government Code Section 65460.1, “Transit station” means a rail or light-rail station, ferry terminal, bus hub, or bus transfer station. Also, a “housing development” shall be defined by California Government Code Section 66005.1, which is a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.

EXISTING AND PROPOSED LEVEL OF SERVICE

AB 602 through the addition of Section 66016.5(a)(2) of the Government code states, “When applicable, the nexus study shall identify the existing level of service for each public facility,

identify the proposed new level of service and include an explanation of why the new level of service is appropriate.” The required findings are as follows.

Identification of the Existing Level of Service

A standard of service refers to adopted policies in law or practice that are either in place for a particular service or are intended to be. Transportation is unique in that each new user creates a direct, immediate impact on the City’s transportation network. There must be sufficient capacity in the transportation system to provide a consistent level of service for all users at the appropriate service standard. When the existing standards of service are not being met, a deficiency exists.

The City of Signal Hill adopted a Circulation Element as part of the General Plan in 2009. The adopted Circulation Element identifies the following goals and standards:

- Provide a safe and efficient roadway system for all users by:
 - Construct new roadways and improve existing roadways consistent with the classification system for minimum right-of-way widths described in the Official Plan Lines Map
 - As areas develop or are redeveloped, require the construction of “complete streets” which serve all users of the roadway, including motor vehicles, pedestrians, bicyclists, and others
 - Pursue Intelligent Transportation Systems (ITS), which may include traffic signal synchronization, bus and emergency vehicle priority signals, and the linking of traffic signal timing with traffic volumes, as a cost-effective method of achieving improved circulation system performance
- Create a safe and comfortable environment for pedestrians and bicyclists, encouraging the use of these modes of transportation for the majority of shorter trips.
- Maintain and enhance the city's public transportation network, increasing its role as a critical element for mobility in the area.

The City of Signal Hill is currently providing a total of 36.3 lane miles as of the City’s 2022 update of the pavement management program. When applied to the existing service population, this results in a total of 2.16 lane miles per 1,000 persons served as shown in **Table 3-11**.

Table 3-11: Transportation Existing Level of Service

Description	Value
Existing Lane Miles ⁽¹⁾	
Arterial Streets	18.90
Local Streets	17.40
Total Existing Roadway Lane Miles	36.30
Total Existing Service Population	16,788
Total Existing Roadway Lane Miles per 1,000 Persons Served	2.16

Notes:

1 Existing roadway network in terms of lane miles derived from the City of Signal Hill's Update of the Pavement Management Program (2022-2027) completed by Bucknam Infrastructure Group, Inc. dated February 18, 2022.

Source:

City of Signal Hill Pavement Management Program Update (2022).

Due to the fact that the City of Signal Hill is mostly built out, the opportunity of expansion of the existing roadway network in terms of lane miles or the widening of existing streets is limited. In accordance with the City's Circulation Element adopted in 2009, the City is prioritizing the expansion of the transportation network through the investment in multimodal expansion and optimization of the existing roadway network the implementation of intelligent transportation systems (ITS). These multimodal enhancements are critical to accommodate the additional residents and workers anticipated from new development.

Identification of the Proposed Level of Service and Rationale

The Government Code requires that an impact fee nexus study, where appropriate, identify the proposed level of service and explain why that level of service is appropriate. Under the System Plan Methodology, the City's transportation level of service is defined by an integrated system of existing and planned transportation facilities, with the future standard attributable to new development calculated by dividing the value of the existing facilities plus the cost of planned facilities by total buildout demand.

Under this approach, new development will fund an integrated system of facilities at the future standard attributable to new development, while existing development remains responsible for addressing any existing facility deficiencies through non-impact fee funding sources.

Funding this level of service is appropriate because:

- It ensures new development contributes its proportional fair share of the systemwide transportation facilities required to serve the additional PM Peak Hour Trips generated by future development.

- It establishes a consistent cost per PM Peak Hour Trip based on the future standard of service attributable to growth.
- If new development did not provide funding to maintain the existing level of service, the level of service would decrease citywide and negatively impact both existing and future development.
- The System Plan Methodology ensures that new development is not required to remedy existing deficiencies.

Because the Transportation fee is being calculated using the System Plan Methodology in which the value of the existing improvements and the cost of future improvements is spread based on the total trips within the City's transportation network, existing deficiencies are not being spread to future development and new development. This methodology ensures that new development is only funding their fair share of the facilities based on their impact on the system. The proportionate share of the systemwide improvements attributed to existing development will be funded by a combination of alternative funding sources including but not limited to, the City's General Fund, grants and special tax assessments.

The planned capital projects in **Table 3-1**, were identified by the City's Public Works Department as required to serve the proposed future development through 2040.

NEXUS REQUIREMENT SUMMARY

AB 1600 requires that public agencies satisfy five requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project. The required findings are as follows.

Requirement 1: Identify the purpose of the fee.

The purpose of the Traffic Fee is to fund traffic facilities included by the City of Signal Hill's Public Works Department through the capital improvement planning process required to serve future development in the City of Signal Hill. In order to accommodate this need, new facilities must be built and/or existing facilities expanded.

Requirement 2: Identify the use of the fee.

The fee will be used to fund a portion of the traffic facilities identified in **Table 3-1**. The improvements were identified through the capital improvement planning process completed by the City of Signal Hill Public Works Department, as the facilities that are required to mitigate the impact of new development in the City and to ensure that the new development has adequate access to a functional transportation network.

Requirement 3: Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed.

The Traffic Fees will be used to fund the new traffic facilities and improvements that are necessary to serve the increase in traffic due to new development in the City through 2040. The fee for each development project is calculated by taking the cost per trip shown in **Table 3-7** and applying this to the estimated trip generation rates of each land use as identified in **Table 3-3**. The fee calculations are shown in **Table 3-7** and **Table 3-8**. This correlation to trips ensures that each new development pays their fair share of the transportation costs.

Requirement 4: Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Each new residential and non-residential development within the City will generate additional trips that incrementally adds to the need for new transportation infrastructure and facilities to serve the increased residents and businesses within the City and ensure that traffic facilities can accommodate the increased demand. Each new residential and non-residential development pays an impact fee based on the additional trips that is expected to be generated by the new development. This calculation is shown in **Table 3-7** and **Table 3-8**.

Requirement 5: Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The transportation facilities and capital expansion projects that are necessary to accommodate the additional 1,034 PM peak hour trips generated by the 4,107 additional residents for new development are summarized in **Table 3-1**. Improvements are classified into four categories: roadway improvements, trail system improvements, transit system improvements, and traffic signal improvements. Roadway improvements and traffic signal improvements are designed to optimize the existing roadway network to increase multimodal traffic throughput while trail system improvements and transit system improvements provide multimodal alternatives to vehicle trips which increase the capacity of the comprehensive transportation network.

Because the fee is calculated utilizing the system plan methodology which calculates a fee per trip based on the total cost of the existing and future improvements, existing deficiencies are not spread to future development. Future development projects within the city were identified and EDUs were calculated based on the estimated trip generation rates for the various land uses. To ensure that each land use only pays their fair share of the transportation improvements based on their trip generation rate, the cost of the transportation network identified in **Table 3-7** is divided by the total trips estimated at buildout to calculate the cost per trip. The transportation fee calculation spreading the appropriate costs to the various land uses is shown in **Table 3-8**. The fee

methodology ensures that each land use only pays for their fair share of the transportation improvements based on the amount of trips generated by that land use.

New development is projected to fund approximately \$16.3 million of the total \$43.3 million in programmed facility improvements. Because new development accounts for approximately 10.83% of the buildout PM peak hour trips, the projected fee revenue, which represents approximately 10.83% of total buildout transportation network valuation reflects only the proportional share attributable to growth. The remaining \$26.97 million in required funding will be derived from a combination of other funding sources including but not limited to general fund contributions and grants as shown in **Table 3-10**.

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Section 4 **WATER SYSTEM**

BACKGROUND

The Water Fee is collected for the purpose of maintaining and expanding the capacity of the City's water system. The Water Fee is calculated using the System Plan Method. The System Plan Method uses an integrated system methodology where the total water system cost (existing facilities plus future improvements) is divided by the total water demand on the system (existing users and future users). Under this approach, new development funds the expansion of facilities at a proportional rate to the facilities funded by existing development. By definition, the System Plan Method ensures that no facility deficiencies are spread to future development as a result of the fees being established based on the buildout system valuation being spread by buildout system demand. In other words, if a deficiency exists in the current facility standards, new development is only required to buy into the existing water system capacity and fund their fair share of the future water facilities at the same cost based on the water demanded per acre as existing development, and the deficiency must be rectified by funding outside of the fee program. Future Development within the City will pay a water impact fee at building permit issuance, unless otherwise required by law, to buy into the City's existing water system and their fair share of the system expansion projects described in this section.

Recommended improvements are based on evaluations of the existing and future water system's treatment, storage and pumping capacities and ability to meet recommended performance and operational criteria under maximum day demand plus fire flow and peak hour demand scenarios. The proposed expansion facilities in the fee program are system backbone improvements that serve the community at large and does not include on-site infrastructure required by specific development projects. Each development project will be required to construct the specific on-site improvements required to serve their project.

AB 602 AND FEE COLLECTION PER METER

As stated in the previous section for AB602, A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development, unless the agency is able to make three additional findings. The proposed water fees will be charged on a fee per meter basis. The following section discusses why square footage is not an appropriate metric to calculate the fees imposed on residential housing projects for the water fees:

- **An explanation as to why square footage is not an appropriate metric to calculate water fees imposed on housing development project.** Water fees should be assessed based on the increase in water demand generated by each new residential unit. Square footage is not an appropriate metric because residential units do not proportionally increase

water demand with increases in square footage. For example, if a kitchen is 200 square feet larger in one single family home than the adjacent single-family home, the additional square footage does not necessarily increase the water demand of the home. Collecting a water fee based on meter size ensures that the fees paid are proportional to the water demand of that unit. Higher-density developments typically generate more water demand per acre than lower-density developments, and as a result will require larger water meters to accommodate the water demand of the development. Collecting a fee based on meter size reflects this variation. Using meter size as the basis for water fees ensures a hydraulically relevant and equitable assessment of water impacts.

- **An explanation that an alternative basis of calculating the water fee bears a reasonable relationship between the fee charged and the burden posed by the development.** The water fees are charged on a meter size basis with one category for single family units and ten fee categories for non-residential development based on the necessary hydraulic capacity in order to meet the water demands of the development project. The fees vary based on the water demand each development project is expected to generate based on the water demand factors included in the City's Water Master Plan. Because the fee is based on the additional water demand generated by each land use, this methodology provides a reasonable relationship between the amount of the fee charged and the burden posed by each development.
- **That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.** The water fees are structured across meter size categories and reflect the relationship between density and water demand. Higher-density developments typically have more units per acre with smaller unit sizes served by a common water meter that are often subsequently sub metered. Charging fees based on meter size results in a lower cost per unit than larger, detached single family residential units which aligns with the expected water demand of each unit. The fee calculation is based on the estimated water demand associated with each meter size, ensuring that the fees are proportional to the impacts created by the project. By utilizing a meter size methodology for determining the fee, smaller developments are not charged disproportionate fees.

SERVICE POPULATION

Demand for services and the associated facilities for water facilities are based on the additional water demand that will be generated by new growth in the City through 2040.

COST SUMMARY AND CIP

The Water Fee will fund the expansion of water facilities necessary to serve new growth in the City. **Table 4-1** summarizes the future water facilities, project costs identified in the *City of Signal Hill Water Master Plan* prepared by Dudek dated May 2025. **Table 4-2** summarizes the City's

existing water facilities, identified in the City of Signal Hill Water Master Plan prepared by Dudek dated May 2025.

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Table 4-1: City of Signal Hill Future Water Facilities Summary

Facility	Project Cost ⁽¹⁾
Planned Water Improvements	
Gundry Reservoir Roof Replacement & Coating	\$ 3,300,000
Electrical Upgrades at Hilltop PS	\$ 100,000
SCADA System Upgrade	\$ 500,000
Well 9 - Rehab	\$ 300,000
Rehab of Well 7	\$ 1,500,000
New Well Installation	\$ 5,250,000
Automated Meter Reading (AMR)	\$ 800,000
Temple Reservoir Soil Removal / Upgrades	\$ 300,000
Gundry Pump Station Rehabilitation	\$ 942,986
Disinfection Improvements & Gundry	\$ 300,000
Lakewood Water Line By-Pass	\$ 520,000
Well 9 Treatment Bypass	\$ 2,800,000
Valve Replacement	\$ 5,900,000
Site Security for Well 10	\$ 20,000
Upsize Pipelines on Hydrants That do Not Meet Fire Flow Requirements	\$ 2,387,582
Gundry Reservoir Treatment Enhancement	\$ 9,000,000
Rehab MWD Connection to Hilltop	\$ 850,000
Temple Reservoir Expansion	\$ 8,000,000
Hilltop Disinfection Station	\$ 650,000
Total Facilities (Rounded)	\$ 43,420,568

Notes:

1 Costs derived from the City of Signal Hill's Water Master Plan and Rate Study prepared by Dudek dated May 2025.

Source:

City of Signal Hill 2025 Water Master Plan.

Table 4-2: City of Signal Hill Existing Water Facilities Summary

Facility ⁽¹⁾	Quantity	UOM	Unit Cost	Total Cost (2025)
Existing Supply ⁽²⁾				
Well 7	1	EA	\$ 362,635.00	\$ 477,624.30
Well 10	1	EA	\$ 362,635.00	\$ 477,624.30
Well 9 & Treatment	1	EA	\$ 4,777,629.69	\$ 6,292,586.25
<i>Subtotal Existing Storage</i>				\$ 7,247,834.84
Existing Storage ⁽³⁾				
Temple Reservoir	1	EA	\$ 4,849,791.00	\$ 4,849,791.00
Gundry Reservoir	1	EA	\$ 9,099,084.80	\$ 9,099,084.80
Hilltop Reservoir	1	EA	\$ 4,431,836.00	\$ 4,431,836.00
<i>Subtotal Existing Storage</i>				\$ 18,380,711.80
Existing Distribution Pipelines ⁽⁴⁾				
4 Inch	3,843	LF	\$ 210.00	\$ 807,030.00
6 Inch	31,825	LF	\$ 250.00	\$ 7,956,250.00
8 Inch	75,630	LF	\$ 300.00	\$ 22,689,000.00
10 Inch	38,397	LF	\$ 340.00	\$ 13,054,980.00
12 Inch	85,193	LF	\$ 410.00	\$ 34,929,130.00
14 Inch	649	LF	\$ 470.00	\$ 305,030.00
16 Inch	12,678	LF	\$ 520.00	\$ 6,592,560.00
18 Inch	7,435	LF	\$ 570.00	\$ 4,237,950.00
20 Inch	29,082	LF	\$ 620.00	\$ 18,030,840.00
<i>Subtotal Existing Distribution Pipelines</i>				\$ 108,602,770.00
Total Facilities				\$ 134,231,316.64

Notes:

- Existing facilities derived from the City of Signal Hill Water Master Plan prepared by Dudek dated 2025.
- Detailed cost breakdowns of the existing water supply facilities included in Appendix C. Costs are shown in January 2017 dollars and escalated by the change in the 20 Cities Engineer's News Record Construction Cost Index from January 2017 to June 2025 (13,871.21/10,531.68).
- Detailed cost breakdowns of the existing water supply facilities and existing water storage facilities included in Appendix C. Costs are shown in January 2017 dollars and escalated by the change in the 20 Cities Engineer's News Record Construction Cost Index from January 2017 to June 2025 (13,871.21/10,531.68).
- Costs attributed to the existing City of Signal Hill distribution pipelines were derived from the City of Tracy Water Master Plan dated May 2023. The costs per unit were evaluated by the City of Signal Hill and determined to be representative of costs for the City of Signal Hill. Costs are shown in June 2020 dollars and escalated by the change in the 20 Cities Engineer's News Record Construction Cost Index from June 2020 to June 2025 (13,871.21/11,436.23). An additional 30% markup is included to account for design, contingency and construction management.

Source:

City of Signal Hill 2025 Water Master Plan.
City of Tracy Water Master Plan dated May 2023.

FEE METHODOLOGY

The Water Fee uses the System Plan methodology for calculating the fee. As stated in the “Impact Fee Nexus Study Template” prepared for the California Department of Housing and Community Development by Turner Center for Housing Innovation at UC Berkeley, the System Plan Method “Estimates the costs for an integrated system of existing and future facilities.”

In order to distribute the share of water costs to each land use type, the total water demand of the City through 2040 must be calculated. The water demand factors in terms of gallons per day per unit for residential land uses and per 1,000 square feet were sourced from the City of Signal Hill Water Master Plan dated 2025. These demand factors are summarized in **Table 4-3**. The water demand factor for each land use is then converted into an equivalent dwelling unit (EDU) factor, which is the estimated average water demand for each land use as compared to the average water demand of a single-family unit. This EDU factor is then multiplied by the residential units or the non-residential acreage to determine the total EDUs.

Table 4-3: Water Demand Factors

Land Use	Density Assumptions	Gallons Per day Per Capita ⁽¹⁾	Estimated Average Water Demand (GPD/Unit)	EDU Factor
Residential				
Single Family	2.59	158	409.22	1.00
Multi Family	2.53	158	399.74	0.98
Non-Residential			Estimated Average Water Demand (GPD/1,000 SF)	
Commercial	1.82	158	287.56	0.70
Office	4.00	158	632.00	1.54
Industrial	0.40	158	63.20	0.15

Notes:

1 Water Demand Factors based on the City of Signal Hill Water Master Plan dated May 2025 prepared by Dudek.

Source:

City of Signal Hill 2025 Water Master Plan.

The water EDUs generated by the existing City land uses are calculated in **Table 4-4**. These water EDUs are added to future development’s water EDUs as shown in **Table 4-5** to determine the total water EDUs in the City through 2040 as shown in **Table 4-6**.

Table 4-4: Existing City of Signal Hill Water Demand

Land Use	Estimated Average Water Demand (GPD/Unit) ⁽¹⁾	EDU Factor	Units / SF	Equivalent Dwelling Units (EDU)
Residential			<u>Units</u>	
Single Family Residential	409.22	1.00	2,201	2,201.00
Multi Family	399.74	0.98	2,608	2,555.84
<i>Subtotal Residential</i>				<i>4,756.84</i>
Non-Residential			<u>SF</u>	Equivalent Dwelling Units (EDU)
Commercial	287.56	0.70	1,737,365.00	1,216.16
Office	632.00	1.54	457,127.00	703.98
Industrial	63.20	0.15	4,431,470.00	664.72
<i>Subtotal Non-Residential</i>				<i>2,584.86</i>
Total Existing EDU's				7,341.70

Notes:

1 Water Demand Factors based on the City of Signal Hill Water Master Plan dated May 2025 prepared by Dudek.

2 Existing land uses provided by the City of Signal Hills Public Works Department on March 6, 2024.

Source:

City of Signal Hill 2025 Water Master Plan.

City of Signal Hill 2018 Public Works Department.

Table 4-5: Future City of Signal Hill Water Demand

Land Use	Estimated Average Water Demand (GPD/Unit) ⁽¹⁾	EDU Factor	Units / SF	Equivalent Dwelling Units (EDU)
Residential			<u>Units</u>	
Single Family	409.22	1.00	37	37.00
Multi Family	399.74	0.98	1,552	1,520.96
<i>Subtotal Residential</i>				1,557.96
Non-Residential	Estimated Average Water Demand (GPD/1,000 SF) ⁽¹⁾	EDU Factor	<u>SF</u>	Equivalent Dwelling Units (EDU)
Commercial	287.56	0.70	79,900.00	55.93
Office	632.00	1.54	0.00	0.00
Industrial	63.20	0.15	211,910.00	31.79
<i>Subtotal Non-Residential</i>				87.72
Total EDU's				1,645.68

Notes:

1 Water Demand Factors based on the City of Signal Hill Water Master Plan dated May 2025 prepared by Dudek.

Source:

City of Signal Hill 2025 Water Master Plan.

Table 4-6: Total City of Signal Hill Water Demand

Land Use	Estimated Average Water Demand (GPD/Unit) ⁽¹⁾	EDU Factor	Units / SF	Equivalent Dwelling Units (EDU)
Residential			<u>Units</u>	
Single Family Residential	409.22	1.00	2,238	2,238.00
Multi Family	399.74	0.98	4,160	4,076.80
<i>Subtotal Residential</i>				6,314.80
Non-Residential	Estimated Average Water Demand (GPD/1,000 SF) ⁽¹⁾	EDU Factor	<u>SF</u>	Equivalent Dwelling Units (EDU)
Commercial	287.56	0.70	1,817,265.00	1,272.09
Office	632.00	1.54	457,127.00	703.98
Industrial	63.20	0.15	4,643,380.00	696.51
<i>Subtotal Non-Residential</i>				2,672.58
Total Future EDUs				8,987.38

Notes:

1 Water Demand Factors based on the City of Signal Hill Water Master Plan dated May 2025 prepared by Dudek.

Source:

City of Signal Hill 2025 Water Master Plan.

The cost per EDU is calculated by taking the City’s existing water improvements and adding in the planned water improvements and then dividing the total facility costs by the total EDUs in the City through 2040. **Table 4-7** calculates the cost per EDU.

Table 4-7: Water Cost per EDU Calculation

Description	Value
Estimated Project Costs	
Planned Water Improvements ⁽¹⁾	\$ 43,420,568
<i>Subtotal Future Facilities</i>	\$ 43,420,568
Water Improvement Buy-In ⁽²⁾	\$ 134,231,317
Total Water System Costs	177,651,884.64
Total System EDUs ⁽³⁾	8,987.38
Cost per EDU	\$ 19,766.82

Notes:

- 1 Future Facilities values provided by the City of Signal Hill's Public Works Department.
- 2 Costs attributed to the existing City of Signal Hill distribution pipelines were derived from the City of Tracy Water Master Plan dated May 2023. The costs per unit were evaluated by the City of Signal Hill and determined to be representative of costs for the City of Signal Hill. Costs are shown in June 2020 dollars and escalated by the change in the 20 Cities Engineer's News Record Construction Cost Index from June 2020 to June 2024 (13,546.8/11,436.23). An additional 30% markup is included to account for design, contingency and construction management.
- 3 Total System EDUs is derived by summing the existing land use EDUs and the future development EDUs.

Source:

City of Signal Hill 2025 Water Master Plan.
City of Signal Hill Public Works Department.

FEE SUMMARY

The Water Fee is based on new development’s fair share of the facilities identified in the Water Master Plan and buy-in to the City’s existing water facilities.

The Water Fee is converted into a per meter by multiplying the cost per single family dwelling unit times the hydraulic capacity factor of a ¾” meter which is the proportional rated maximum flow in gallons per minute as defined by the American Water Works Association. **Table 4-8** summarizes the Water Fee.

Table 4-8: Total Water Fee

Meter Size	Rated Maximum Flow (GPM) ⁽¹⁾	Hydraulic Capacity Factor ⁽²⁾	Fee
Single Family Residential			
Single Family Residential	30.00	1.00	\$ 19,766.82
Multi-Family Residential and Non-Residential			
5/8 Inch	20.00	0.67	\$ 13,177.88
3/4 Inch	30.00	1.00	\$ 19,766.82
1 Inch	50.00	1.67	\$ 32,944.70
1 1/2 Inch	100.00	3.33	\$ 65,889.40
2 Inch	160.00	5.33	\$ 105,423.04
3 Inch	300.00	10.00	\$ 197,668.20
4 Inch	500.00	16.67	\$ 329,447.00
6 Inch	1,000.00	33.33	\$ 658,894.00
8 Inch	1,600.00	53.33	\$ 1,054,230.40
10 Inch	2,300.00	76.67	\$ 1,515,456.20

Notes:

1 Rated maximum flow rates derived from the American Water Works Association (AWWA) Manual M6 - Water Meters, 3rd Edition, dated 1986.

2 Hydraulic Capacity Factor is the ratio of rated flow capacity relative to a 3/4" meter.

Source:

AWWA Manual M6 - Water Meters, 3rd Edition, American Water Works Association, 1986.

CAPITAL IMPROVEMENT PROJECTS AND REVENUE PROJECTIONS

Table 4-9 summarizes the potential Water fee revenue from the projected future development identified in **Table 4-5**. The revenue collected from the Water Fee will be available to expand the City's water system to meet the needs of new residents in the City.

Table 4-9: Projected Water Fee Revenue

Land Use	Proposed Fee	Anticipated Growth (EDUs)	Anticipated Fee Collection at Buildout ⁽¹⁾
Residential	(per EDU)		
Single Family	\$ 19,766.82	37	\$ 731,372.34
Multi Family	\$ 19,766.82	1,521	\$30,064,542.55
Non-Residential			
Commercial	\$ 19,766.82	56	\$ 1,105,558.24
Office	\$ 19,766.82	0	\$ -
Industrial	\$ 19,766.82	32	\$ 628,387.21
Total			\$32,529,860.34

Notes:

1 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

Table A-1 in Appendix A will also serve as the Water Fee CIP list as required by AB 602, which includes the facilities shown in **Table 4-1**. **Table 4-1** identifies each the planned of the facilities that will be paid for in part or in whole by the Water Fee. These facilities were identified by the in the *City of Signal Hill Water Master Plan*, dated 2025 as necessary to serve the City at buildout. The City will use the CIP facilities identified here to guide their five-year Capital Improvement Plan budget based upon City needs and timing of securing adequate revenue.

Table 4-10 details the proportional allocation of the Water fee revenue from the projected future development shown in **Table 4-5** to the proposed Water facilities shown in **Table 4-1**.

Table 4-10: Proportional Allocation of Anticipated Fee Revenue to Proposed Water Facilities

Description	Water Demand EDUs	Proportion of Water Demand EDUs	Proportional Share of Buildout Facilities ⁽¹⁾	Anticipated Facilities Funding ⁽²⁾	Anticipated Funding Share	CIP Funding ⁽³⁾⁽⁴⁾
Existing Development	7,342	81.69%	\$ 145,122,031.28	\$ 145,122,024.30	81.69%	\$ 10,890,707.66
Future Development	1,646	18.31%	\$ 32,529,853.36	\$ 32,529,860.34	18.31%	\$ 32,529,860.34
Total	8,987	100.00%	\$ 177,651,884.64	\$ 177,651,884.64	100.00%	\$ 43,420,568.00

Notes:

1 The proportional share of buildout facilities derived by multiplying the proportion of trips generated by the buildout transportation network valuation.

2 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

3 Existing Development's fair share of the CIP projects will be derived from a combination of general fund contributions, grants, sales tax measures or other eligible funding sources as established by the City.

4 Future development's fair share of the CIP will not be utilized to rectify any deficiencies in the City's existing facilities.

EXISTING AND PROPOSED LEVEL OF SERVICE

AB 602 through the addition of Section 66016.5(a)(2) of the Government code states, “When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service and include an explanation of why the new level of service is appropriate.” The required findings are as follows.

Identification of the Existing Level of Service

A standard of service refers to adopted policies in law or practice that are either in place for a particular service or are intended to be. Water service is unique in that each new user creates a direct, immediate impact on water distribution, supply, and treatment. There must be sufficient capacity in the water systems to provide a consistent level of service for all customers at the appropriate service standard. When the existing standards of service are not being met, a deficiency exists.

Per the City's Water Master Plan adopted in 2025, the City maintains approximately 50 miles of water pipelines ranging in diameter from 4 inches to 20 inches and divided into four pressure zones. The City's three existing groundwater wells and imported water agreement with the Central Basin Municipal Water District provide and meet the required maximum daily demand of 1,982 gallons per minute. In addition to the maximum daily demand, the water system must maintain a minimum of 40 psi during Peak Hour Demand as well as a minimum of 20 psi at fire hydrant outlets. Based on the hydrological analysis completed by Dudek in the City's Water Master Plan adopted in 2025, the City's existing water system meets the facility needs of existing development and there are no deficiencies in the existing systems for distribution. There are eight existing fire hydrants that do not meet the required flow rates as shown in Figure 7-3 of the Water Master Plan. The City does have adequate water supply but relies heavily on imported water to meet the maximum daily demand. Lastly the City has sufficient storage capacity to meet the equalization and fire flow capacities but does not have sufficient capacity to meet the emergency storage requirement. The Water Master Plan does include recommendations for system improvements in reliability, safety and redundancy in the event that a portion of the system is out of order.

Identification of the Proposed Level of Service and Rationale

The Government Code states that the Nexus Study, if appropriate, shall identify the proposed new level of service and include an explanation of why the new level of service is appropriate. Under the System Plan Methodology, the City's water level of service is defined by an integrated system of existing and planned water facilities, with the future standard attributable to new development calculated by dividing the value of the existing system plus the cost of planned improvements by total horizon-year water demand. Under this approach, new development will fund an integrated system of facilities at the future standard attributable to new development, while existing development remains responsible for addressing any existing system deficiencies through non-impact fee funding sources.

Maintaining the existing level of service of meeting the maximum daily demand of 1,982 gallons per minute, maintaining a minimum of 40 psi during Peak Hour Demand as well as maintaining a minimum of 20 psi at fire hydrant outlets is appropriate because:

- It ensures new development contributes its proportional fair share of the increased water requirements necessary to support the additional water demand generated by future development.
- It ensures required maximum daily demand of water and distribution pressure are sufficient to accommodate the additional development.
- If new development did not provide funding to maintain the existing level of service, the level of service would decrease citywide and negatively impact both existing and future development.

Because the City of Signal Hill's Water fee is utilizing the System Plan Methodology, which calculates the proposed fee utilizing the total value of the existing and the cost of future improvements and subsequently dividing by the total water demand at the horizon year, future development funds an integrated system of facilities at the future standard applicable to new development. As the System Plan Method spreads the totality of water improvements based on the total demand at the horizon year, existing deficiencies are by definition not being spread to future development and new development is not funding a higher level of service that is applied to existing development. The proportionate share of the systemwide improvements attributed to existing development will be funded by a combination of alternative funding sources including but not limited to, the City's General Fund, grants and special tax assessments.

The planned capital projects in **Table 4-1** were identified in the *City of Signal Hill Water Master Plan*, prepared by Dudek dated 2025, to maintain existing levels of service as growth occurs and prevent the creation of future deficiencies.

NEXUS REQUIREMENT SUMMARY

AB 1600 requires that public agencies satisfy five requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project. The required findings are as follows.

Requirement 1: Identify the purpose of the fee.

The purpose of the Water Fee is to fund the facilities that are necessary to provide adequate water supply, treatment, storage and distribution to future development in the City. To accommodate this increased demand, new facilities must be built and/or existing facilities expanded.

Requirement 2: Identify the use of the fee.

The Water Fee will be used to fund or partially fund the water facilities and improvements shown in **Table 4-1**. These water projects were identified in the *City of Signal Hill Water Master Plan*,

dated 2025, as the facilities required to mitigate the impact of new development in the City to ensure that the new development would have adequate water supply and pressure.

Requirement 3: Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

The Water Fee will be used to fund or partially fund the new water facilities and improvements that are necessary to serve the increase in water demand due to new development in City. The fee for each development project is calculated based on the estimated water use of each land use type identified in the City. This correlation ensures that the fee is equal to the need generated by that specific land use. The EDU calculations based on the water demand factor for each land use are shown in **Table 4-6**. The fee calculations are shown in **Table 4-7** and **Table 4-8**.

Requirement 4: Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

New development requires the addition of new or upsized water lines to serve the increased residents and businesses within the City and to ensure that the required water pressure can be met. Each new residential and non-residential development pays an impact fee based on the amount of water it is expected to use. This calculation is shown in **Table 4-7** and **Table 4-8**.

Requirement 5: Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The water improvements and capital expansion projects that are necessary to accommodate the additional water demand of the 1,645.68 EDUs generated by development are shown in **Table 4-1**. The identified projects are directly related to improvements that address functionality and optimization of the water system, increase the residual pressure of the water system, address velocity concerns and increase the reliability of the system to meet the criteria discussed in the Water Master Plan dated 2025.

Future development projects within the city were identified and EDUs were calculated based on the estimated daily demand for the various land uses as shown in **Table 4-3**. The calculation of water costs per EDU is shown in **Table 4-7**. The water fee calculation to spread the appropriate costs over the various land uses is shown in **Table 4-8**. The fee methodology ensures that each land use only pays for their fair share of the water improvements based on the amount of water required by that land use.

New development is projected to fund approximately \$32.5 million of the total \$43.4 million in programmed facility improvements. Because new development accounts for approximately 18.31% of the buildout average water demand EDUs in terms of gallons per day per acre, the projected fee revenue, which represents approximately 18.31% of total buildout water network

valuation reflects only the proportional share attributable to growth. The remaining \$10.9 million in required funding will be derived from a combination of other funding sources including but not limited to general fund contributions, water enterprise fund and grants as shown in **Table 4-10**.

Section 5 **PARKS AND RECREATION FEE**

BACKGROUND

This section presents an analysis of the Parks and Recreation Fee. The Parks and Recreation Fee covers the costs to mitigate the effects of new development on the City's parks and recreation facilities. The Parks and Recreation Fee is calculated using the Planned Facilities Method. The Planned Facilities Method estimates the costs for future facilities needed to serve new development based on a long range expenditure plan for these future facility costs. This includes the facilities required to achieve an adopted level of service that is consistent with the General Plan. Under this approach, new development funds the expansion of facilities at the adopted level of service of four (4) acres of park facilities per 1,000 resident. New residential and non-residential development will pay the Parks and Recreation Fees at building permit issuance, unless otherwise required by law, to provide park and recreation facilities at the adopted level of service identified in the City's General Plan.

PARK CLASSIFICATIONS

The City classifies its parkland into four classifications based on the typical size and amenities provided. The four classifications and the typical amenities provided are described below:

Mini/Pocket Park:

Mini/Pocket Parks typically are one acre or less in size and contain amenities including grass and seating areas, play equipment, and do not traditionally have supporting facilities. .

Linear Park:

Linear Parks vary in size based on location and purpose and are typically comprised of a wide path allowing for multiple modes of active transportation/recreation, shade and seating.

Neighborhood Park:

Neighborhood Parks typically range in size from five to ten acres and contain amenities including multiple shade and seating structures, large grass areas, sports fields and courts, play equipment and may contain or be adjacent to community serving buildings.

Community Park:

Community Parks typically range in size but exceed ten acres and contain amenities including multiple shade and seating structures, large grass areas, sports fields and courts, play equipment and may contain or be adjacent to community serving buildings.

SERVICE POPULATION

Demand for services and the associated facilities is based on the City's future service population, which includes residents and workers. In calculating the service population for new growth, workers are weighted less than residents to reflect a lower service demand. Workers are weighted at approximately 12% that of a resident based the fact that workers can take advantage of the City's Park and Recreation facilities approximately 10 hours a week (two hours per day five days a week) relative to a resident's time of 84 hours (12 hours per day for seven days a week). The discount factor reflects the fact that employees typically generate less service demand than residents because they are present in the community for a limited portion of the day when park and recreation facilities are open to the public. The calculation of the City's future service population as it relates to parks and recreation is shown in **Table 2-5**.

EXISTING AND PROPOSED LEVEL OF SERVICE

AB 602 through the addition of Section 66016.5(a)(2) of the Government code states, "When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service and include an explanation of why the new level of service is appropriate." The required findings are presented below.

Identification of the Existing Level of Service

A standard of service refers to adopted policies in law or practice that are either in place for a particular service or are intended to be. For park facilities, the level of service is typically expressed as the amount of parkland available on a per capita basis. When the existing standards of service are not being met, a deficiency exists.

As of 2023, Signal Hill's park system has a collection of 24.83 acres of community, neighborhood, mini/pocket, linear/trail, and specialized parks providing 1.89 acres of park facilities per 1,000 residents. The existing level of service does not meet the current General Plan standard of four (4) acres of park per 1,000 residents. The existing inventory of parks within the City is shown in **Table 5-1**. The City's existing level of service is calculated in **Table 5-2** utilizing the existing service population calculated in **Table 2-3**.

Table 5-1: City of Signal Hill Parks Inventory

Facility	Address	Acres ⁽¹⁾
Community Parks		
Signal Hill Park	2175 Cherry Avenue	10.07
Heritage Pointe Park		0.41
<i>Subtotal Community Parks</i>		<i>10.48</i>
Neighborhood Parks		
Reservoir Park	3315 Gundry Avenue	3.73
Discovery Well Park	2200 Temple Avenue	4.90
Hilltop Park	2351 Dawson Avenue	3.20
<i>Subtotal Neighborhood Parks</i>		<i>11.83</i>
Mini/Pocket Parks		
Hillbrook Park	1865 Temple Avenue	0.54
Raymond Arbor Park	1881 Raymond Avenue	0.33
Sunset View Park	2300 Skyline Drive	0.47
Calbrisas Park	2451 California Avenue	0.50
<i>Subtotal Mini/Pocket Parks</i>		<i>1.84</i>
Linear/Trail Parks		
Panorama Promenade	Linear Park Connecting Hilltop Park & Discovery Well Park	0.22
<i>Subtotal Linear/Trail Parks</i>		<i>0.22</i>
Specialized Parks		
Signal Hill Dog Park	3100 California Avenue	0.46
<i>Subtotal Specialized Parks</i>		<i>0.46</i>
Total Park Facilities		24.83

Notes:

1 Signal Hill's existing park acreage is derived from the City of Signal Hill Prioritization and Implementation Plan dated 2022.

Source:

City of Signal Hill 2022 Prioritization and Implementation Plan

City of Signal Hill January 2021 Parks and Recreation Master Plan

Table 5-2: City of Signal Hill Parks Existing Level of Service

Description	Acreage ⁽¹⁾
Existing Facilities	
Community Parks	10.48
Neighborhood Parks	11.83
Mini/Pocket Parks	1.84
Linear/Trail Parks	0.22
Specialized Parks	0.46
<i>Subtotal Facilities</i>	<i>24.83</i>
Existing Service Population ^{(2) (3) (4)}	13,162
Total Park Acreage per 1,000 Residents	1.89

Notes:

- 1 Signal Hill's existing park acreage is derived from the City of Signal Hill Prioritization and Implementation Plan dated 2022.
- 2 Existing service population based on State of California Department of Finance E-5 Population and Housing Estimates for Cities, Counties, and the State, dated January 1st 2025.
- 3 Employment data for the City of Signal Hill derived from the United States Census Bureau's On the Map Database.
- 4 Assumes a resident can utilize park facilities an average of 12 hours per day 7 days a week (84 hours) and an employee can utilize park facilities an average of 2 hours per day 5 days a week (10 hours); this translates to 1.0 employee equaling approx. 0.12 residents ($10/84 = 0.12$) in terms of potential park utilization.

Source:

City of Signal Hill 2022 Prioritization and Implementation Plan
City of Signal Hill January 2021 Parks and Recreation Master Plan

Identification of the Proposed Level of Service and Rationale

The Parks and Recreation Fee includes the parkland development that is needed to serve growth in the City through 2040 based on the adopted standard of providing four (4) acres of parkland per 1,000 residents, as established in the Parks and Recreation Master Plan and City General Plan. As shown on **Table 5-2**, the proposed level of service for future development exceeds the level of service currently provided. However, this is appropriate because the proposed level of service corresponds to the level of service identified by City Council and adopted in the City's General Plan and Parks and Recreation Master Plan. The proposed level of service is 4.0 acres per 1,000 residents compared to the existing level of service amount of 1.89 acre per 1,000 residents.

Government Code section 66001(g) states, "A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service, or (2) achieve an adopted level of service that is consistent with the general plan." The CIP, shown in **Appendix A**, will provide parks for future development at the level of service consistent with the General Plan policies of the City.

The City is not requiring new development to fund the correction of park deficiencies. Rather, the Parks and Recreation Fee is structured to ensure that future development contributes its fair share toward achieving the City's adopted level of service for parks, as reflected in the CIP. The use of the adopted level of service is appropriate where the existing level of service is lower than the City's adopted standards and future facilities are required to serve new growth.

The City has identified potential funding sources for the existing population's fair share of the facilities including grants, reserve funds and general fund contributions. The City has shown an ongoing commitment to find funding for Parks and Recreation Facilities using a range of funding resources and approaches to finance park projects, beyond Parks and Recreation Impact fees. The City has been successful in applying and securing grants in the past, such as the Community Development Block Grant (CDBG) and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) grants. Additionally, the City has committed funds from Proposition 68, Measure A, Measure W and the City's CIP reserve funds. Thus, showing a commitment from the City to incorporate other funding sources such as grants. The City will continue to identify funding sources and explore bonds or potential grants for the development of park facilities to bring the existing level of service up to the adopted General Plan standard.

FEE METHODOLOGY

The Parks and Recreation Fee uses the Planned Facilities Methodology for calculating the fee. As stated in the "Impact Fee Nexus Study Template" prepared for the California Department of Housing and Community Development by Turner Center for Housing Innovation at UC Berkeley, the Planned Facility Method "Estimates the costs for future facilities needed to serve new development based on a long range expenditure plan for these future facility costs." This method is appropriate when planned facilities are mostly for the benefit of new development. Per the "Impact Fee Nexus Template", the Planned Facilities Methodology estimates the costs for future facilities needed to serve new development based on a long range expenditure plan for these future facility costs. This should include identifying what types of public facilities will be needed in the future to serve new development and their associated costs, which may include refurbishment of existing facilities to maintain the existing level of service or achieving an adopted level of service that is consistent with the General Plan. The fees are based on the future parkland development needed to maintain the adopted General Plan standard of four (4) acres of park facilities per 1,000 residents.

The estimated cost per acre for parkland development in the City of Signal Hill is approximately \$3.7 million based on recent projects completed within the City of Signal Hill provided by the City of Signal Hill. This cost is strictly attributed to the cost of amenitizing parkland and does not include land acquisition costs which are acquired through the City of Signal Hill's Quimby ordinance.

Table 5-3 calculates the estimated total future parkland improvement cost using the City of Signal Hill’s park standard of four (4) acres per 1,000 residents and the projected future service population in **Table 2-4** to calculate the total park acreage required to serve new development. This acreage is then multiplied by the cost per acre for park improvements as provided by the City of Signal Hill to calculate the total future parkland improvement cost.

Table 5-3: Total Future Parks and Recreation Improvement Cost

Description	Total
Future Park Improvements	
City of Signal Hill Park Acre per 1,000 Standard ⁽¹⁾	4.00
City of Signal Hill Future Service Population	4,050
Total Park Acreage Required to Serve New Development	16.20
Cost per Acre for Park Improvements ⁽²⁾	\$ 3,712,454
Total Future Park Improvement Cost	\$ 60,141,755

Notes:

- 1 Park Acreage per 1,000 residents derived from the City of Signal Hill Parks and Recreation Master Plan dated January 1, 2021.
- 2 Cost per Acre of Park Improvements provided by the City of Signal Hill on March 1, 2024.

Source:

City of Signal Hill January 2021 Parks and Recreation Master Plan

Table 5-4 summarizes the total cost of parkland development and is converted to a cost per resident by dividing by the future service population. The cost per resident is converted to a cost per employee by multiplying by the ratio of time an employee has access to park and recreation facilities in relation to a resident.

Table 5-4: Park and Recreation Cost Per Resident

Description	Value
Future Park Facilities	
Future Park Improvements	\$ 60,141,755
<i>Subtotal Park Improvements ⁽¹⁾</i>	<i>\$ 60,141,755</i>
Future Service Population	4,050
Total Existing Level of Service per Capita	\$ 14,850
Total Existing Level of Service per Worker ⁽²⁾	\$ 1,782

Notes:

- 1 Cost per Acre of Park Improvements provided by the City of Signal Hill on March 1, 2024.
- 2 Assumes a resident can utilize park facilities an average of 12 hours per day 7 days a week (84 hours) and an employee can utilize park facilities an average of 2 hours per day 5 days a week (10 hours); this translates to 1.0 employee equaling approx. 0.12 residents ($10/84 = 0.12$) in terms of potential park utilization.

Source:

City of Signal Hill January 2021 Parks and Recreation Master Plan.

FEE SUMMARY

The Parks and Recreation Fee for residential unit is calculated by multiplying the cost per resident by the average number of residents per unit type (density). The fee per unit must then be converted to a fee per square foot for each unit type. **Table 5-5** calculates the Parks and Recreation Fee per residential square footage by taking the cost per unit and dividing by the estimated average unit size for each land use. The Parks and Recreation Fee per 1,000 square foot of non-residential land uses is calculated by multiplying the cost per employee by the number of employees per 1,000 square feet which is then divided by 1,000 to determine a cost per square foot as shown in **Table 5-5**.

Table 5-5: Parks and Recreation Fee Calculation

Land Use	Cost Per Resident	Density	Subtotal Fee	Average Unit Size (SF)	Fee/SF
Residential			(per Unit)		
Single Family	\$ 14,850.00	2.59	\$ 38,461.50	2,280	\$ 16.87
Multi Family	\$ 14,850.00	2.53	\$ 37,570.50	1,865	\$ 20.15
Non- Residential			(per 1,000 SF)		
Commercial	\$ 1,782.00	1.82	\$ 3,243.24	1,000	\$ 3.24
Office	\$ 1,782.00	4.00	\$ 7,128.00	1,000	\$ 7.13
Industrial	\$ 1,782.00	0.40	\$ 712.80	1,000	\$ 0.71

CAPITAL IMPROVEMENT PROJECTS & REVENUE PROJECTIONS

Based upon the projected new population growth in the City (**Table 2-1**), new development will contribute roughly 16 acres to the City's park system, as shown in **Table 5-3**. The City of Signal Hill Parks and Recreation Master Plan dated 2021 defines some of the anticipated park facilities to be constructed to serve future development in the City. These anticipated parks are detailed in **Table 5-6**. The location of the remaining 6.01 acres will be determined as the City continues to develop and the precise location of neighborhood and community parks are identified.

Table 5-6: City of Signal Hill Park Sites

Facility ⁽¹⁾	Location	Acres ⁽¹⁾	Cost per Acre	Total Cost
Future Park Opportunity Sites				
Park Site No. 1	28th St & Rose Ave	1.30	\$3,712,454.00	\$ 4,826,190.20
Park Site No. 2	27th St & Cherry Ave	1.50	\$3,712,454.00	\$ 5,568,681.00
Park Site No. 3	Crescent Heights St & Walnut Ave	3.20	\$3,712,454.00	\$11,879,852.80
Park Site No. 4	Crescent Heights St & Gardena Ave	4.19	\$3,712,454.00	\$15,555,182.26
Additional Park Sites	TBD	6.01	\$3,712,454.00	\$22,311,848.54
Total Park Opportunity Sites		16.20		\$60,141,754.80

Notes:

1 Park opportunity sites derived from the City of Signal Hill Parks and Recreation Master Plan dated 2021.

Source:

City of Signal Hill 2022 Prioritization and Implementation Plan

City of Signal Hill January 2021 Parks and Recreation Master Plan

Table 5-7 summarizes the potential Parks and Recreation Fee revenue from projected future development identified in **Table 2-1**. The anticipated revenue does not take into account the current park fund balance and assumes that developers will pay the fee for parkland development in the City and not construct the improvements. If developers construct the improvements and take credits rather than paying the fee, the revenue collected may be substantially lower. The revenue collected from the Parks and Recreation Fee will be available to expand the City's Park facilities to meet the needs of new residents in the City.

Table 5-7: Projected Parks and Recreation Fee Revenue

Land Use	Proposed Fee	Anticipated Growth (units)	Anticipated Growth	Anticipated Fee Collection at Buildout ⁽¹⁾
Residential	(per SF)		(Total SF)	
Single Family	\$ 16.87	37	84,373	\$ 1,423,372.51
Multi Family	\$ 20.15	1,552	2,894,480	\$58,323,772.00
Non-Residential	(per SF)		(Total SF)	
Commercial	\$ 3.24		79,900	\$ 259,134.88
Office	\$ 7.13		0	\$ -
Industrial	\$ 0.71		211,910	\$ 151,049.45
Total				\$ 60,157,328.83

Notes:

1 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

NEXUS REQUIREMENT SUMMARY

AB 1600 requires that public agencies satisfy five requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project. The required findings are as follows.

Requirement 1: Identify the purpose of the fee.

The purpose of the Parks and Recreation Fee is to fund the park facility needs generated by new development in the City of Signal Hill. Each new resident and employee creates a demand for additional park facilities. The City's adopted standard in the General Plan is to provide four (4) acres of park facilities per 1,000 residents. In order to accommodate these needs, additional park facilities must be developed. **Table 5-3** shows the cost per acre of parkland development based on recent park construction in the City provided by City Staff, for the development of park facilities in the City.

Requirement 2: Identify the use of the fee.

The Parks and Recreation Fee will be used to fund new the development of park facilities in order to meet the General Plan standard discussed in this chapter. Parkland development is necessary to meet the City's adopted standards of four (4) acres of park facilities for each 1,000 new residents. The location of the proposed parkland improvements is located in the City of Signal Hill Parks and Recreation Master Plan dated 2021 and are identified in **Table 5-6**. As future developments come online and Parks and Recreation Fees are collected, the City will identify additional park sites to program the remaining 6.01 acres. The potential fee revenue is shown on **Table 5-7**. It is anticipated that an additional 16.2 acres of park facilities is needed to meet the needs of future development.

Requirement 3: Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

The Parks and Recreation Fee will be used to fund the development of additional parkland that is necessary to serve the increased residents and employees in the City. New residential development generates additional residents which increases the demand for park facilities. The Parks and Recreation Fee is calculated using the General Plan standard of four (4) acres of park per 1,000 residents. Residential development is responsible for paying its fair share to maintain the City's standard. Non-residential land uses contribute to the need for additional parkland for the time that they are in the City which is represented by the employees per thousand square foot reduced by the proportional time employees can access the City's parkland in relation to residents. **Table 5-4** calculates the cost per capita. The cost per capita is then allocated to each development type based on the estimated persons or employees per household. **Table 5-5** then calculates the cost per square foot for the residential units and non-residential development based on the estimated average unit size and 1,000 square feet of development respectively. By basing the fee on the size of the unit and the estimated number of new residents that is anticipated to be generated by the addition of that square footage, the fee is directly correlated to the increased need for new park facilities.

Requirement 4: Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Each new development is anticipated to generate new residents and employees. The addition of new residents and employees creates the need for additional park facilities to maintain the General Plan park standard of four (4) acres per 1,000 residents. The fee is directly correlated to the number of new residents and employees expected to be generated by each type of development. These calculations are shown in **Table 5-4**. Non-residential development pays for parkland development at a reduced rate per employee based on the proportional time an employee can access parkland development in comparison with residents.

Requirement 5: Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The Parks and Recreation Fee will fund the development of park facilities that is required to serve the new development in the City. As new development occurs, new park facilities are necessary to meet the City's General Plan standard of four (4) acres of park per 1,000 residents. The Parks and Recreation Fee is calculated by taking the cost per acre of park development times four (4) acres of parks per 1,000 future residents to determine the cost per capita, as shown in **Table 5-5**. The cost per capita is then allocated to residential land use based on the persons per household each unit is expected to generate, divided by the average unit size in square feet to determine the fee per square foot as shown in **Table 5-5**. Since the need for park facilities is based on the number of new residents, calculating the fee based on the number of persons each unit is expected to generate and converting to a fee per square feet, ensures that each new residential unit is paying only its fair share of the required facilities. By determining the fee based on the estimated new residents that would be generated by new development, each new residential unit is paying only its fair share of the facilities required to meet the City's General Plan Standard. Non-residential land uses are assessed a Parks and Recreation Fee based on the employees per 1,000 square feet each non-residential use is expected to generate reduced by the total time employees are able to access the City's park facilities.

Section 6 **GENERAL GOVERNMENT FACILITIES FEE**

BACKGROUND

This section presents an analysis of the General Government Facilities Fee. The General Government Facilities Fee covers the costs to mitigate the effects of new development on the City's general government facilities including administrative functions and the public works department. While the City does not currently collect a General Government Facilities Fee, a fee is being proposed to ensure that new development pays its fair share to maintain the City's existing level of service. The General Government Facilities Fee is calculated using the Existing Inventory Method. The existing inventory method uses a facility standard based on the ratio of existing facilities to the existing service population on a cost per capita basis. Under this approach, new development funds the expansion of facilities at the same standard currently serving existing development.

By definition, the existing inventory method ensures that no facility deficiencies are spread to future development as a result of the fees being established based on the current facility standards serving current residents. In other words, if a deficiency exists in the current facility standards, new development is only required to fund the expansion of facilities at the currently provided standard, and any current deficiency must be rectified by funding outside of the impact fee program. Furthermore, per the "Impact Fee Nexus Study Template" prepared for the California Department of Housing and Community Development by Turner Center for Housing Innovation at UC Berkeley, when using the Existing Inventory Method, no existing deficiencies are assumed because the impact fee associated with this method funds the expansion of facilities at the existing service level. This method is often used when a long-range plan for new facilities is not available. New development will pay the General Government Facilities Fees at building permit issuance, unless otherwise required by law, to maintain the existing level of service provided to the City's existing service population.

SERVICE POPULATION

Demand for services and the associated facilities is based on the City's future service population, which includes residents and workers. In calculating the service population for new growth, workers are weighted less than residents to reflect a lower service demand. Workers are weighted at approximately 37% that of a resident based the fact that workers can take advantage of the City's General Government Facilities approximately 45 hours a week relative to a resident's time of 123 hours (168 hours per week less 45 work hours). The discount factor reflects the fact that employees typically generate less service demand than residents because they are present in the community for a limited portion of the day. The calculation of the City's existing service population as it relates to General Government Facilities is shown in **Table 2-2**.

EXISTING LEVEL OF SERVICE

AB 602 through the addition of Section 66016.5(a)(2) of the Government code states, “When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service and include an explanation of why the new level of service is appropriate.” The required findings are as follows.

Identification of the Existing Level of Service

The General Government Facilities Fee is calculated using the Existing Inventory Method. This methodology establishes the City’s existing level of service through an evaluation of current facility valuation to provide civic services. The analysis and calculations detailed throughout this section provide the basis for identifying and describing the existing level of service.

As of Fiscal Year 2024-2025, the City of Signal Hill is providing General Government Facilities utilized to provide civic services at an approximate valuation of \$2,208.26 per capita for residents and \$817.05 per capita for workers. The City’s existing level of service in terms of facility valuation per capita is shown in **Table 6-2**.

Identification of the Proposed Level of Service and Rationale

The Government Code states that the Nexus Study, if appropriate, shall identify the proposed new level of service and include an explanation of why the new level of service is appropriate. The existing level of service is proposed to remain consistent at general government facilities valuation of \$2,208.26 per capita for residents, and \$817.05 per capita valuation for workers. Future development will be required to fund its proportionate share of the additional facilities, systems, and equipment necessary to uphold the current service standard.

Maintaining the established level of service is appropriate because:

- It ensures new development contributes its proportional fair share of the increased facility requirements necessary to serve future development.
- It maintains the existing facility valuation per capita provided to existing development.
- If new development did not provide funding to maintain the existing level of service, the level of service would decrease citywide and negatively impact both existing and future development.

FEE METHODOLOGY

The General Government Facilities Fee uses the Existing Inventory Method methodology for calculating the fee. As stated in the “Impact Fee Nexus Study Template” prepared for the California Department of Housing and Community Development by Turner Center for Housing Innovation at UC Berkeley, with the Existing Inventory Method “New development will fund the expansion of facilities at the same standard as currently used to service existing development.”

The fees are based on the general government facilities needed to maintain the existing level of service. As new development increases demand for civic services, the General Government Facilities fee funds capital improvements that ensure City facilities, systems, and equipment remain functional, accessible, and capable of supporting the continued delivery of general government services to residents and workers, consistent with applicable code, safety, and operational standards.

Based on the City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review dated 2023 which is compiled by a third-party auditor, details the replacement valuation of general government facilities provided to the City’s existing service population is approximately \$37.1 million. **Table 6-1** summarizes the existing General Government Facilities Inventory that forms the basis of the existing level of service calculation as these are the facilities and equipment to serve the City’s current residents and workers. Vehicles and equipment that have exceeded their useful life expectancy have been removed from the analysis.

Table 6-1: General Government Facilities Inventory

Facility	Address	Year Constructed	Square Feet	Total Real Property	Total Personal Property	Total Valuation ⁽¹⁾
Administration						
City Hall	2175 Cherry Avenue	1989	15,482.00	\$ 3,725,000.00	\$ 275,000.00	\$ 4,000,000.00
Office Building and Industrial Use	2700-2730 Cherry Avenue	1946	2,346.00	\$ 558,000.00	\$ -	\$ 558,000.00
Subtotal Administration				\$ 4,283,000.00	\$ 275,000.00	\$ 4,558,000.00
Public Works						
Public Works Yard	2175 28th Street		0.00	\$ 1,541,506.00	\$ -	\$ 1,541,506.00
City Yard Building No. 1	2175 28th Street	1984	4,508.00	\$ 911,400.00	\$ 64,000.00	\$ 975,400.00
City Yard Building No. 2	2175 28th Street	1985	4,840.00	\$ 695,000.00	\$ 44,000.00	\$ 739,000.00
City Yard Building No. 3	2175 28th Street	1985	9,440.00	\$ 1,458,000.00	\$ 123,000.00	\$ 1,581,000.00
City Yard Building No. 4	2175 28th Street	1985	9,851.00	\$ 426,500.00	\$ 54,000.00	\$ 480,500.00
City Yard Building No. 5	2175 28th Street	1985	400.00	\$ 155,000.00	\$ -	\$ 155,000.00
City Yard Building No. 6	2175 28th Street	1985	900.00	\$ 45,000.00	\$ -	\$ 45,000.00
Subtotal Public Works				\$ 5,232,406.00	\$ 285,000.00	\$ 5,517,406.00
General Public						
City Library	1800 East Hill Street	2018	20,000.00	\$ 17,309,860.00	\$ 1,193,790.00	\$ 18,503,650.00
Library Building No. 2	1800 East Hill Street	2019	20,500.00	\$ 4,116,800.00	\$ 420,000.00	\$ 4,536,800.00
Pride Building	1919 East Hill Street	1978	500.00	\$ 83,000.00	\$ 15,000.00	\$ 98,000.00
Community Center	1780 East Hill Street	1968	14,106.00	\$ 3,146,000.00	\$ 46,000.00	\$ 3,192,000.00
Subtotal General Public				\$ 24,655,660.00	\$ 1,674,790.00	\$ 26,330,450.00
Vehicles & Equipment						Replacement Value
2017 Ford F-350 Truck						\$ 52,869.00
2020 Ford F-150 Truck						\$ 29,984.00
2016 Chev Colorado Truck w/ Lift Gate						\$ 32,111.00
2017 Ford F-450 Truck						\$ 83,830.00
2008 Ford F-450 Truck						\$ 50,294.00
2018 Ford F-150 Truck						\$ 31,835.00
2002 Sterling SC7000 DP						\$ 48,639.00
2018 Toyota RAV4 (Hybrid)						\$ 32,335.00
2017 Ford Fusion - Plug In Hybrid						\$ 32,597.00
2018 Toyota RAV4 (Hybrid)						\$ 32,388.00
2018 Toyota RAV4 (Hybrid)						\$ 32,335.00
2018 Toyota RAV4 (Hybrid)						\$ 32,335.00
2022 Emergency Generator (TRL 65 DA)						\$ 68,603.75
2003 Case 580						\$ 73,402.00
2017 Mitsubishi Propane Forklift						\$ 27,230.00
Light Board						\$ 5,570.00
Subtotal Vehicles						\$ 666,357.75
Total General Government Facilities						\$ 37,072,213.75

Notes:

1 Signal Hill's existing facility valuation is derived from the City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review dated 2023.

Source:

City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review 2023.

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Table 6-2 calculates the existing level of service for General Government Facilities on a per-capita basis by dividing the total replacement value of all existing General Government Facilities by the City's current service population, which includes both residents and workers. This existing level of service per capita represents the cost required to provide facility space, vehicles, equipment, and supporting infrastructure necessary to maintain the existing level of service.

This analysis establishes the benchmark for the City's existing level of service and is used to proportionally determine each new development's fair share of the cost for future general government facility improvements. By applying this per-capita cost to the additional service population generated by new development, the City ensures that growth contributes equitably to maintaining the same level of service as provided to existing residents and workers. Utilizing this calculation methodology ensures that if any existing deficiencies are present, they are not allocated to future development because new development is only funding expanded facilities at the same valuation per capita the City currently provides to the existing service population. Any existing deficiency that exists must be rectified by funding outside of the fee program.

Table 6-2: General Government Facilities Cost per Capita

Description	Value
Existing General Governmental Facilities	
Administration	\$ 4,558,000.00
Public Works	\$ 5,517,406.00
General Public	\$ 26,330,450.00
Vehicles & Equipment	\$ 666,357.75
<i>Subtotal General Government Facilities ⁽¹⁾</i>	<i>\$ 37,072,213.75</i>
Existing Service Population	16,788
Total Existing Level of Service per Resident	\$ 2,208.26
Total Existing Level of Service per Worker ⁽²⁾	\$ 817.05

Notes:

- 1 Signal Hill's existing facility valuation is derived from the City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review dated 2023.
- 2 Workers are weighted at 0.37 based on a 45 hour work week relative to a resident's time of 123 hours (168 hours per week less 45 work hours).

Source:

City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review 2023.

FEE SUMMARY

The General Government Facilities Fee per unit is calculated by multiplying the cost per resident or worker by the average number of residents or worker per unit type (density). The General Government Facilities fee per unit must then be converted to a fee per square foot for each residential unit type as well as each non-residential land use type. This calculation is shown in **Table 6-3**.

Table 6-3: General Government Facilities Fees

Land Use	Cost Per Capita	Density	Subtotal Fee	Average Unit Size (SF)	Fee/SF
Residential			(per Unit)		
Single Family	\$ 2,208.26	2.59	\$ 5,719.39	2,280	\$ 2.51
Multi Family	\$ 2,208.26	2.53	\$ 5,586.90	1,865	\$ 3.00
Non- Residential			(per 1,000 SF)		
Commercial	\$ 817.05	1.82	\$ 1,487.03	1,000	\$ 1.49
Office	\$ 817.05	4.00	\$ 3,268.20	1,000	\$ 3.27
Industrial	\$ 817.05	0.40	\$ 326.82	1,000	\$ 0.33

CAPITAL IMPROVEMENT PROJECTS & REVENUE PROJECTIONS

Table 6-4 summarizes the potential General Government Facilities fee revenue from the projected future development identified in **Table 2-1**. The revenue collected from the General Government Facilities Fee will be available to expand the City's General Government Facilities Fees facilities to meet the needs of new residents in the City.

Table 6-4: Projected General Government Facilities Fee Revenue

Land Use	Proposed Fee	Anticipated Growth (units)	Anticipated Growth	Anticipated Fee Collection at Buildout ⁽¹⁾
Residential	(per SF)		(Total SF)	
Single Family	\$ 2.51	37	84,373	\$ 211,776.23
Multi Family	\$ 3.00	1,552	2,894,480	\$ 8,683,440.00
Non-Residential	(per SF)		(Total SF)	
Commercial	\$ 1.49		79,900	\$ 119,051.00
Office	\$ 3.27		0	\$ -
Industrial	\$ 0.33		211,910	\$ 69,930.30
Total				\$ 9,084,197.53

Notes:

1 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

Table A-1 in Appendix A will also serve as the General Government Facilities Fee CIP list as required by AB 602, which includes the facilities shown in **Table 6-5**. **Table 6-5** identifies the

planned facilities identified in the City of Signal Hill’s Civic Center Master Plan dated December 2024. The revenue collected by the General Government Facilities fee will pay for a portion of the Community Center included in Phase 2 of the City’s Civic Center Master Plan. The remaining phases and line items of the Civic Center Master Plan will be funded utilizing other funding sources. The City will use the CIP facilities identified here to guide their five-year Capital Improvement Plan budget based upon City needs and timing of securing adequate revenue.

Table 6-5: Proposed City of Signal Hill General Government Facilities

Facility	Total Programmed Cost ^{(1) (2)}
Phase 1	
Amphitheater Stage and Shell	\$2,269,575.00
Amphitheater Shell Equipment (sound, lighting, etc.)	\$453,915.00
Amphitheater Back-of-House	\$3,586,836.00
Amphitheater Seating Area and Landscape	\$1,382,171.00
Amphitheater Parking / 21st Street Lot	\$1,500,946.00
<i>Subtotal Phase 1</i>	<i>\$ 9,193,443.00</i>
Phase 2	
Demolition	\$2,004,791.00
New Community Center	\$33,513,634.00
Expanded Parking - Hill Street Lot	\$820,830.00
Kelley Drive Improvements	\$682,930.00
Spud Field Sports Courts and Playground	\$8,293,027.00
New Storage Shed	\$408,524.00
<i>Subtotal Phase 2</i>	<i>\$ 45,723,736.00</i>
Phase 3	
Exercise Court	\$921,447.00
Park Landscape Improvements	\$8,662,211.00
Jessie Nelson Circle Improvements	\$2,065,313.00
City Hall Entry Garden and Plaza	\$5,671,668.00
Community Garden Improvements	\$317,741.00
Hill Street Pedestrian Improvements	\$1,134,788.00
21st Street Pedestrian Improvements	\$453,915.00
<i>Subtotal Phase 3</i>	<i>\$ 19,227,083.00</i>
Total General Government Facilities	\$ 74,144,262.00

Notes:

1 Total programmed costs derived from the City of Signal Hill Civic Center Master Plan dated December 2024.

2 Total programmed costs includes a forty-five (45%) percent markup for design, contingency and construction management.

Source:

City of Signal Hill Civic Center Master Plan 2024.

Table 6-6 details the proportional allocation of General Government Facilities fee revenue from the projected future development shown in **Table 6-4** to the proposed General Government Facilities shown in **Table 6-5**.

Table 6-6: Proportional Allocation of Anticipated Fee Revenue to Proposed General Government Facilities

Description	Service Population	Proportion of Service Population	Proportional Share of Buildout Facilities ⁽¹⁾	Anticipated Facilities Funding ⁽²⁾	Anticipated Funding Share	CIP Funding ⁽³⁾⁽⁴⁾
Existing Development	16,788	80.34%	\$ 56,711,902.94	\$ 61,501,650.22	87.13%	\$ 24,429,436.47
Future Development	4,107	19.66%	\$ 13,873,944.81	\$ 9,084,197.53	12.87%	\$ 9,084,197.53
Total	20,895	100.00%	\$ 70,585,847.75	\$ 70,585,847.75	100.00%	\$ 33,513,634.00

Notes:

1 The proportional share of buildout facilities derived by multiplying the proportion of service population by the buildout facilities valuation.

2 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

3 Existing Development's fair share of the CIP projects will be derived from a combination of general fund contributions, grants, sales tax measures or other eligible funding sources as established by the City.

4 Future development's fair share of the CIP will not be utilized to rectify any deficiencies in the City's existing facilities.

NEXUS REQUIREMENT SUMMARY

AB 1600 requires that public agencies satisfy five requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project. The required findings are as follows.

Requirement 1: Identify the purpose of the fee.

The purpose of the General Government Facilities Fees is to fund the portion of administration and public works facilities that are needed to serve new development in the City and necessary to maintain the existing level of service. Each new resident and worker generates increased demand for civic services and the General Government Facilities fee funds capital improvements that ensure City facilities, systems, and equipment remain functional, accessible, and capable of supporting the continued delivery of general government services to residents and workers, consistent with applicable code, safety, and operational standards.

Requirement 2: Identify the use of the fee.

The fees will be used to fund the construction of a new community center at the City's Civic Center summarized in **Table 6-5**. These projects were identified in the City of Signal Hill Civic Center Master Plan dated December 2024 as facilities which will mitigate the impact of new development in the City by constructing additional general government facilities or reconfiguring poorly used space to generate additional functional space.

Requirement 3: Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

The General Government Facilities Fees will be used to fund general government facilities projects consisting of new administration and public works facilities necessary to serve the increased residents and workers in the City of Signal Hill as shown in **Table 6-5**. The General Government Facilities Fees are calculated based on the level of service of the existing general government facilities. Workers are weighted at a lower weight than residents to reflect their lesser impact on the facilities. This weighting is calculated as resident equivalents and is used to calculate a cost per capita to maintain the existing level of service as shown in **Table 6-2**. The cost per capita is spread to each land use based on the persons per household and employment density assumptions as defined in **Table 2-4** ensuring a reasonable relationship between the fees use and the type of development project as shown in **Table 6-3**.

Requirement 4: Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Each new development is anticipated to generate either new residents or workers. The addition of these new residents and workers directly creates the need for additional general government facilities for administration and public works facilities, which are necessary in order to maintain the existing level of service. The fees are based on the number of resident equivalents each new development is expected to generate, thus ensuring that the need for the facility is directly related to a particular development's impact. New workers generate a smaller demand than a resident and thus one worker is considered, on average, as equivalent to 0.37 times that of a resident based on the accessibility of general government facilities in relation to a resident. The relationship between the need for the facility and the type of development project is shown in **Table 6-3**.

Requirement 5: Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The General Government Facilities Fees will provide funding for maintaining the existing level of service of the City's general government facilities for administration and public works facilities. These City's existing facilities and costs are summarized in **Table 6-1**. The cost per capita is derived by dividing the existing facilities based on the existing service population in the City as shown in **Table 6-2**. The cost per capita is spread to each land use based on the number of new residents or workers that the land use will generate as shown in **Table 6-3**.

Allocating fees based on the number of new residents or workers that the land use will generate, ensures each new development is only paying for their fair share of the required facilities since the need for the facilities directly correlates to the addition of new residents and worker equivalents.

The required facilities, capital expansion, vehicles and equipment to maintain the existing level of service and accommodate the 4,107 additional residents and workers are shown in **Table 6-5**. Improvements such as the Community Center are directly expanding the square footage of facilities to accommodate the additional residents and works in the City while continually providing the same level of service as development occurs.

New development is projected to fund approximately \$9.1 million of the total \$33.5 million in programmed facility improvements. Because new development accounts for approximately 19.66% of the buildout service population, the projected fee revenue, which represents approximately 12.87% of total buildout general government facilities valuation reflects only the proportional share attributable to growth. The remaining \$24.4 million in required funding will be derived from a combination of other funding sources including but not limited to general fund contributions and grants as shown in **Table 6-6**.

Section 7 POLICE FACILITIES FEE

BACKGROUND

This section presents an analysis of the Police Facilities Fee. The Police Facilities Fees cover the cost to mitigate the effects of new development on the City’s police facilities. While the City does not currently collect a Police Fee, a fee is being proposed to ensure that new development pays its fair share of the City’s Police Facilities so that the level of service provided to existing development is not reduced by new development. The Police Fee is calculated using the Existing Inventory Method. The existing inventory method uses a facility standard based on the ratio of existing facilities to the existing service population on a cost per capita basis. Under this approach, new development funds the expansion of facilities at the same standard currently serving existing development.

By definition, the existing inventory method ensures that no facility deficiencies are spread to future development as a result of the fees being established based on the current facility standards serving current residents. In other words, if a deficiency exists in the current facility standards, new development is only required to fund the expansion of facilities at the currently provided standard, and any existing deficiency must be rectified by funding outside of the impact fee program. Furthermore, per the “Impact Fee Nexus Study Template” prepared for the California Department of Housing and Community Development by Turner Center for Housing Innovation at UC Berkeley, when using the existing inventory method, no existing deficiencies are assumed because the impact fee associated with this method funds the expansion of facilities at the existing service level. This method is often used when a long-range plan for new facilities is not available. New development within the City will pay the Police Facilities Fees at building permit issuance, unless otherwise required by law, to maintain the level of service provided to the City’s existing residents.

SERVICE POPULATION

Demand for services and the associated facilities is based on the City’s future service population, which includes residents and workers. In calculating the service population for new growth, workers are weighted less than residents to reflect a lower service demand. Workers are weighted at approximately 37% that of a resident based the fact that workers can take advantage of the City’s Police Facilities approximately 45 hours a week relative to a resident’s time of 123 hours (168 hours per week less 45 work hours). The discount factor reflects the fact that employees typically generate less service demand than residents because they are present in the community for a limited portion of the day. The calculation of the City’s existing service population as it relates to Police Facilities is shown in **Table 2-2**.

EXISTING LEVEL OF SERVICE

AB 602 through the addition of Section 66016.5(a)(2) of the Government code states, “When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service and include an explanation of why the new level of service is appropriate.” The required findings are as follows.

Identification of the Existing Level of Service

The Police Fee is calculated using the Existing Inventory Method. This methodology establishes the City’s existing level of service through an evaluation of current facility valuation to provide police services. The analysis and calculations detailed throughout this section provide the basis for identifying and describing the existing level of service.

As of Fiscal Year 2024–2025, the City of Signal Hill’s police facilities used to provide police services have an estimated valuation of \$676.60 per capita for residents and \$250.34 per capita for workers, reflecting police administration, patrol, and traffic safety operations. The City’s existing facilities, vehicles and equipment is utilized by 34.70 full time equivalent police personnel to provide police services to the City’s existing service population. This represents the City providing police officers at a rate of one full time equivalent per 483.8 persons served as shown in **Table 7-1**.

Table 7-1: City of Signal Hill Police Existing Level of Service

Description	Value ⁽¹⁾
Patrol Services	
Sergeant	4.00
Senior Police Officer	4.00
Police Corporal	0.00
Homeless Liaison Officer	1.00
Police Officer	15.00
Police Traffic Officer	2.00
Police Recruit Officer	0.00
Parking Control	0.70
<i>Subtotal Patrol Services</i>	<i>26.70</i>
Investigative Services	
Detective Sergeant	1.00
Senior Police Officer/Detective	1.00
Police Corporal/Detective	0.00
Detective	3.00
<i>Subtotal Investigative Services</i>	<i>5.00</i>
Police Support Services	
Chief of Police	1.00
Captain	1.00
Lieutenant	1.00
<i>Subtotal Police Support Services</i>	<i>3.00</i>
Total Existing Police Personnel	34.70
Existing Service Population	16,788
Service Population per Police Officer	483.80
Future Service Population	4,107
Future Officers Required	9.00

Notes:

1 Signal Hill's existing police personnel derived from the City of Signal Hill Adopted Operation and Capital Budget for Fiscal Years 2024-2026.

Source:

City of Signal Hill Adopted Operation and Capital Budget Fiscal Years 2024-2026.

The City's existing level of service in terms of facility valuation per capita is calculated in **Table 7-3**.

Identification of the Proposed Level of Service and Rationale

The Government Code states that the Nexus Study, if appropriate, shall identify the proposed new level of service and include an explanation of why the new level of service is appropriate. The existing level of service is proposed to remain consistent at a police facility valuation of \$676.60 per capita for residents, and \$250.34 per capita valuation for workers. Future development will be required to fund its proportionate share of the additional facilities and vehicles necessary to uphold the existing service standard.

Maintaining the established level of service is appropriate because:

- It ensures new development contributes its proportional fair share of the increased facility requirements necessary to serve future development.
- It maintains the existing facility valuation per capita provided to existing development.
- If new development did not provide funding to maintain the existing level of service, the level of service would decrease citywide and negatively impact both existing and future development.

FEE METHODOLOGY

The Police Facilities Fee uses the Existing Inventory Method methodology for calculating the fee. As stated in the “Impact Fee Nexus Study Template” prepared for the California Department of Housing and Community Development by Turner Center for Housing Innovation at UC Berkeley, with the Existing Inventory Method “New development will fund the expansion of facilities at the same standard as currently used to service existing development.” The fees are based on the police facilities, equipment and systems required to maintain the existing level of service. As new development increases demand for police services, the Police Facilities Fee funds capital improvements that ensure police facilities, vehicles, technology, and equipment remain functional, reliable, and capable of supporting the continued delivery of law enforcement services to residents and workers, consistent with applicable safety, operational, and performance standards.

Based on the City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review dated 2023, which is compiled by a third-party auditor, details the replacement valuation of police facilities provided to the City’s existing service population is approximately \$11.4 million. **Table 7-2** summarizes the existing Police Facilities Inventory that forms the basis of the existing level of service calculation. Vehicles and equipment that have exceeded their useful life expectancy have been removed from the analysis.

Table 7-2: Police Facilities Inventory

Facility	Address	Year Constructed	Square Feet	Total Real Property	Total Personal Property	Total Valuation ⁽¹⁾
Police						
Police Station	2745 Walnut Avenue	2014	20,500.00	\$ 6,633,000.00	\$ 650,000.00	\$ 7,283,000.00
Police Station Building No. 2	2745 Walnut Avenue	2014	7,000.00	\$ 625,000.00	\$ -	\$ 625,000.00
Police Station Building No. 3	2745 Walnut Avenue	2014	20,500.00	\$ 2,215,000.00	\$ 56,000.00	\$ 2,271,000.00
Police Station Building No. 4	2745 Walnut Avenue	2012	2,800.00	\$ 269,000.00	\$ -	\$ 269,000.00
Subtotal Administration (rounded)				\$ 9,742,000.00	\$ 706,000.00	\$ 10,448,000.00
Vehicles & Equipment						Replacement Value
2019 Ford Interceptor						\$ 54,387.00
2018 Chevy Tahoe SUV						\$ 64,806.00
2019 Ford Interceptor						\$ 55,225.00
2018 Ford Interceptor						\$ 34,427.00
2018 Ford F-150 Truck						\$ 40,626.00
2019 Ford Explorer SUV						\$ 39,470.00
2020 Chevrolet Tahoe 4X4 SUV						\$ 51,000.00
2020 Chevrolet Tahoe SUV						\$ 49,501.00
2020 Ford Interceptor						\$ 46,828.00
2020 Ford Interceptor						\$ 46,828.00
2019 Toyota Highlander						\$ 44,400.00
2021 Ford Interceptor						\$ 46,499.43
2021 Ford Interceptor						\$ 46,499.43
2021 Toyota 4-Runner						\$ 38,383.97
2022 Ford Interceptor						\$ 66,928.00
2022 Ford Interceptor						\$ 66,928.00
2016 Ford Interceptor						\$ 50,031.00
2016 Ford Utility Truck						\$ 30,190.00
2019 Honda Odyssey						\$ 37,816.00
Subtotal Vehicles (rounded)						\$ 910,774.00
Total General Government Facilities (rounded)						\$ 11,358,774.00

Notes:
1 Signal Hill's existing facility valuation is derived from the City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review dated 2023.
2 The land valuation of \$1,400,000.00 per acre was provided by the City of Signal Hill via email on August 30, 2023.

Source:
City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review 2023.

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Table 7-3 calculates the existing level of service for Police Facilities on a per-capita basis by dividing the total replacement value of all existing Police Facilities by the City’s current service population, which includes both residents and workers. This existing level of service per capita figure represents the cost required to provide facility space, vehicles, equipment, and supporting infrastructure necessary to maintain the existing level of service.

This analysis establishes the benchmark for the City’s existing level of service and is used to proportionally determine each new development’s fair share of the cost for future police facility improvements. By applying this per-capita cost to the additional service population generated by new development, the City ensures that growth contributes equitably to maintaining the same level of service as provided to existing residents and workers. Utilizing this calculation methodology ensures that if any existing deficiencies are present, they are not allocated to future development because new development is only funding expanded facilities at the same valuation per capita the City currently provides to the existing service population. Any existing deficiency that exists must be rectified by funding outside of the impact fee program.

Table 7-3: Police Facilities Cost per Capita

Description	Value
Existing Police Facilities	
Police	\$ 10,448,000.00
Vehicles & Equipment	\$ 910,774.00
<i>Subtotal Police Facilities ⁽¹⁾</i>	<i>\$ 11,358,774.00</i>
Existing Service Population	16,788
Total Existing Level of Service per Resident ⁽²⁾	\$ 676.60
Total Existing Level of Service per Worker	\$ 250.34

Notes:

- 1 Signal Hill's existing facility valuation is derived from the City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review dated 2023.
- 2 Workers are weighted at 0.37 based on a 45 hour work week relative to a resident's time of 123 hours (168 hours per week less 45 work hours).

Source:

City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review 2023.

FEE SUMMARY

The Police Facilities Fee per unit is calculated by multiplying the cost per resident or worker by the average number of residents or worker per unit type (density). The Police Facilities fee per unit must then be converted to a fee per square foot for each residential unit type and each non-residential land use type. The fee per square foot for residential is calculated by taking the cost per unit and dividing by the estimated average unit size for each land use. **Table 7-4** calculates the Police Facilities Fee.

Table 7-4: Police Facilities Fees

Land Use	Cost Per Capita	Density	Subtotal Fee	Average Unit Size (SF)	Fee/SF
Residential			(per Unit)		
Single Family	\$ 676.60	2.59	\$ 1,752.39	2,280	\$ 0.77
Multi Family	\$ 676.60	2.53	\$ 1,711.80	1,865	\$ 0.92
Non- Residential			(per 1,000 SF)		
Commercial	\$ 250.34	1.82	\$ 455.62	1,000	\$ 0.46
Office	\$ 250.34	4.00	\$ 1,001.36	1,000	\$ 1.00
Industrial	\$ 250.34	0.40	\$ 100.14	1,000	\$ 0.10

CAPITAL IMPROVEMENT PROJECTS & REVENUE PROJECTIONS

Table 7-5 summarizes the potential Police Facilities fee revenue from projected future development identified in **Table 2-1**. The revenue collected from the Police Facilities Fee will be available to expand the City's Police Facilities to meet the needs of new residents in the City.

Table 7-5: Projected Police Facilities Fee Revenue

Land Use	Proposed Fee	Anticipated Growth (units)	Anticipated Growth	Anticipated Fee Collection at Buildout ⁽¹⁾
Residential	(per SF)		(Total SF)	
Single Family	\$ 0.77	37	84,373	\$ 64,838.43
Multi Family	\$ 0.92	1,552	2,894,480	\$ 2,656,713.60
Non-Residential	(per SF)		(Total SF)	
Commercial	\$ 0.46		79,900	\$ 36,404.04
Office	\$ 1.00		0	\$ -
Industrial	\$ 0.10		211,910	\$ 21,220.67
Total				\$ 2,779,176.74

Notes:

1 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

In order to maintain the existing level of service of 1 officer(s) per 484 residents, and additional nine (9) officers must be hired and outfitted. The City of Signal Hill Police Department provided the cost to outfit a new officer with the City's standard issue equipment is approximately \$333,000 per officer. This includes the provision a firearm, taser, ammunition, radio, uniform, vehicle, other miscellaneous equipment, and space within the police station. These proposed Police Facilities Fee Expenditures are detailed in **Table 7-6**.

Table A-1 in **Appendix A** will also serve as the Police Facilities Fee CIP list as required by AB 602, which includes the facilities shown in **Table 7-6**. These facilities were identified by the City of Signal Hill Police department as necessary to hire, outfit and maintain nine (9) additional officers to serve new development. The City will use the equipment and facilities identified here to guide their five-year Capital Improvement Plan based upon City needs and timing and will update the date in the CIP and the City's AB 1600 annual and five-year reports.

Table 7-6: Proposed City of Signal Hill Police Facilities

Description	Quantity	UOM	Unit Cost	Total Cost ⁽¹⁾
Equipment per Officer				
Ford Interceptor Vehicle Purchase	1	EA	\$ 46,928.33	\$ 46,928.33
Vehicle Outfitting and Badging	1	EA	\$ 20,450.65	\$ 20,450.65
Bulletproof Vest & Tactical Equipment	1	EA	\$ 25,000.00	\$ 25,000.00
<i>Subtotal Equipment per Officer</i>				\$ 92,378.98
Building Space per Officer ⁽²⁾				
Police Station (480 Square Feet)	480	SF	\$ 500.92	\$ 240,440.96
<i>Subtotal Cost of Additional Space per Officer</i>				\$ 240,440.96
Cost per Officer				\$ 332,819.94
Future Officers Required				9.00
Total Cost to Outfit Future Officers				\$ 2,995,379.43

Notes:

1 Valuation of outfitting each officer and vehicle provided by the City of Signal Hill on May 21, 2024.

2 Police Station cost per SF based on the 2014 Construction cost of the Police Station escalated from January 2014 to July 2024 by the Engineer's News Record Building Cost Index (8.619.41/5567.58).

Source:

City of Signal Hill Police Department.

Table 7-7 details the proportional allocation of Police fee revenue from the projected future development shown in **Table 7-5** to the proposed Police facilities shown in **Table 7-6**.

Table 7-7: Proportional Allocation of Anticipated Fee Revenue to Proposed Police Facilities

Description	Service Population	Proportion of Service Population	Proportional Share of Buildout Facilities ⁽¹⁾	Anticipated Facilities Funding ⁽²⁾	Anticipated Funding Share	CIP Funding ⁽³⁾⁽⁴⁾
Existing Development	16,788	80.34%	\$ 11,532,784.29	\$ 11,574,976.69	80.64%	\$ 216,202.69
Future Development	4,107	19.66%	\$ 2,821,369.14	\$ 2,779,176.74	19.36%	\$ 2,779,176.74
Total	20,895	100.00%	\$ 14,354,153.43	\$ 14,354,153.43	100.00%	\$ 2,995,379.43

Notes:

1 The proportional share of buildout facilities derived by multiplying the proportion of service population by the buildout facilities valuation.

2 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

3 Existing Development's fair share of the CIP projects will be derived from a combination of general fund contributions, grants, sales tax measures or other eligible funding sources as established by the City.

4 Future development's fair share of the CIP will not be utilized to rectify any deficiencies in the City's existing facilities.

NEXUS REQUIREMENT SUMMARY

AB 1600 requires that public agencies satisfy five requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project. The required findings are as follows.

Requirement 1: Identify the purpose of the fee.

The purpose of the Police Facilities Fees is to fund the portion of police facilities that are needed to serve new development in the City and necessary to maintain the existing level of service. Each new resident and worker generates increased demand for police services and the Police Facilities fee funds capital improvements that ensure Police facilities, vehicles, technology, and equipment remain functional, reliable, and capable of supporting the continued delivery of law enforcement services to residents and workers, consistent with applicable safety, operational, and performance standards. In order to accommodate these needs, new facilities will be built, or existing facilities will be expanded as shown within **Table 7-6**.

Requirement 2: Identify the use of the fee.

The fees will be used to fund or partially fund the Police Facilities summarized in **Table 7-6**. The City of Signal Hill Police Department provided the cost to outfit a new officer with the City's standard issue equipment and provide building space for each officer, which is approximately \$333,000 per officer. This includes the provision a firearm, taser, ammunition, radio, uniform, vehicle and other miscellaneous equipment and space within the police station as detailed in **Table 7-6**. It is estimated that nine (9) new officers will be required in order to maintain the current level of service.

Requirement 3: Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

The Police Facilities Fees will be used to fund or partially fund the expansion of the City's Police Department including the outfitting of additional officers and the expansion of the police station as shown in **Table 7-6**. The Police Facilities Fees are calculated based on the current level of

service of the existing police facilities provided to the existing service population. Workers are weighted at a lower weight than residents to reflect their lesser impact on the facilities. This weighting is calculated as resident equivalents and is used to calculate a cost per capita to maintain the existing level of service as shown in **Table 7-3**. The cost per capita is spread to each land use based on the persons per household and employment density assumptions as defined in **Table 2-4**, ensuring a reasonable relationship between the fees use and the type of development project as shown in **Table 7-4**.

Requirement 4: Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Each new development is anticipated to generate either new residents or workers. The addition of these new residents and workers directly creates the need for additional police facilities, which are necessary in order to maintain the existing level of service. The fees are based on the number of resident equivalents each new development is expected to generate, thus ensuring that the need for the facility is directly related to a particular development's impact. New workers generate a smaller demand than a resident and thus one worker is considered, on average, as equivalent to 0.37 times that of a resident based on the accessibility of police facilities in relation to a resident. The relationship between the need for the facility and the type of development project is shown in **Table 7-4**.

Requirement 5: Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The Police Facilities Fees will provide funding for maintaining the existing level of service of the City's police facilities. These City's existing facilities and costs are summarized in **Table 7-2**. The cost per capita is derived by dividing the existing facilities based on the existing service population in the City as shown in **Table 7-3**. The cost per capita is spread to each land use based on the number of new residents or workers that the land use will generate as shown in **Table 7-4**.

Allocating fees based on the number of new residents or workers that the land use will generate, ensures each new development is only paying for their fair share of the required facilities since the need for the facilities directly correlates to the addition of new residents and worker equivalents.

The required facilities, capital expansion, vehicles and equipment to maintain the existing level of service to provide police services to the additional 4,107 residents and workers are shown in **Table 7-6**. Improvements such as the procurement of a firearm, taser, ammunition, radio, uniform, vehicle and other miscellaneous equipment and space within the police station for the anticipated nine additional police officers are directly expanding the square footage of facilities or capabilities of the City's police department.

New development is projected to fund approximately \$2.8 million of the total \$3 million in programmed facility improvements. Because new development accounts for approximately 19.66% of the buildout service population, the projected fee revenue, which represents approximately 19.36% of total buildout police facilities valuation reflects only the proportional share attributable to growth. The remaining \$0.2 million in required funding will be derived from a combination of other funding sources including but not limited to general fund contributions and grants as shown in **Table 7-7**.

Section 8 PROGRAM ADMINISTRATION FEE

BACKGROUND

The City, with assistance from consultants, oversees the implementation and administration of the existing City of Signal Hill Impact Fee Program, consistent with the requirements of the Mitigation Fee Act. AB 602, which came into effect on January 1, 2022, adds additional nexus study requirements. Furthermore, AB1483, which became effective January 1, 2020, requires that public agencies make certain information available on their website, increasing the administrative responsibilities of the City.

The five percent (5%) Program Administration Fee is added to fund the costs of the City's management and ongoing fee program administration, collection, and reporting. This includes costs associated with City staff and consultant time, studies, and administration to support the program. City staff time includes one full-time management analyst in the finance department. Industry standard ranges from three to six percent (3-6%) for the administrative component of a development fee program based on research completed by Best, Best & Krieger and presented at the California Society of Municipal Finance Officers Chapter meeting in October of 2025.

The five percent (5%) administration component of the Signal Hill Impact Fee Program includes, but is not limited to, the following activities:

- Posting of nexus studies and fee schedules on City's Websites
- Annual fee adjustments
- Annual fee reporting
- Five year fee reporting
- Application and tracking of fee credits/reimbursements.
- Periodic nexus study updates
- Staff and consultant time related to fee preparation, collection, tracking and administration.

In addition to the aforementioned administrative activities, the City is responsible for using fee revenues to plan for and construct required capital facilities. The City does not currently collect an administration fee but a five percent (5%) fee is included in this Nexus Study given the additional fee reporting requirements of AB 516, posting of information per AB 1483, Nexus Study updates every eight years per AB 602, additional staff time to administer this fee program, and the potential for a Master Plan in the future to support a Nexus Study update.

For projects that are subject to only certain fee categories, the Program Management Fee will be five percent (5%) of the fee categories fees that are assessed on the project. For example, if an area is subject to the Traffic Fee but not the other City of Signal Hill Impact fees, the project will be

charged a Program Administration Fee equal to five percent (5%) of the Traffic Fee. The City will calculate the applicable Program Administration Fee on case-by-case basis for such projects.

Table 8-1 shows the proposed Program Administration Fee as five percent (5%) of the total City of Signal Hill Impact fees charged on each project.

Table 8-1: Program Administration Fee

Land Use	Administration ⁽¹⁾
Residential (Fee per Square Foot)	
Single Family	\$ 1.33
Multi-Family	\$ 1.42
Non-Residential (Fee per 1,000 Square Feet)	
Commercial	\$ 1,609.61
Office	\$ 1,713.60
Industrial	\$ 327.05

Notes:

1 Administration fee is collected to offset the fee programs impact on City Staff and is anticipated to be expended for (1) legal, accounting, and other administrative support and (2) development impact fee program administration costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis.

Table 8-2 below shows proposed Program Administration Fee as five percent (5%) of the total City of Signal Hill Water Impact fees charged on each meter size for new development.

Table 8-2: Water Program Administration Fee

Meter Size	Administration ⁽¹⁾
5/8-Inch Meter	\$ 1,144.32
3/4-Inch Meter	\$ 1,716.48
1-Inch Meter	\$ 2,860.81
1 1/2-Inch Meter	\$ 5,721.61
2-Inch Meter	\$ 9,154.58
3-Inch Meter	\$ 17,164.84
4-Inch Meter	\$ 28,608.06
6-Inch Meter	\$ 57,216.13
8-Inch Meter	\$ 91,545.80
10-Inch Meter	\$ 131,597.09

Notes:

1 An administrative fee of 5% is included in the fees shown for (1) legal, accounting, and other administrative support and (2) development impact fee program administration costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis. The administration fee is calculated on a fee by fee basis.

Due to the fact that program administration is a new fee, it is not possible to analyze the annual program management funding requirements. However, it is anticipated that administrative costs will continue to increase due to the additional requirements of state legislation. It is also anticipated that revenue and expenditures will vary year to year due to the cyclical nature of five-year reporting requirements, nexus study updates, and the housing market. The City will monitor and evaluate the program administration expenditures to ensure that the program administration fee is reflective of the required expenditures. **Table 8-3** identifies the total anticipated Administration Fee revenue to be collected from future development.

Table 8-3: Administration Fee Anticipated Revenue

Land Use	Total Proposed						Anticipated Fee Collection at Buildout ⁽¹⁾
	Total Proposed Fee Administration	Water Administration Fee	Anticipated Growth (units)	Anticipated Growth	Anticipated Growth (EDUs)		
Residential	(per SF)	(per EDU)		(Total SF)			
Single Family	\$ 1.33	\$ 988.34	37	84,373	37	\$ 148,784.67	
Multi Family	\$ 1.42	\$ 988.34	1,552	2,894,480	1,521	\$ 5,613,387.21	
Non-Residential	(per SF)	(per EDU)		(Total SF)			
Commercial	\$ 1.60	\$ 988.34		79,900	56	\$ 183,117.86	
Office	\$ 1.71	\$ 988.34		0	0	\$ -	
Industrial	\$ 0.33	\$ 988.34		211,910	32	\$ 101,349.63	
Total						\$ 6,046,639.37	

Notes:

1 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

NEXUS REQUIREMENT SUMMARY

AB 1600 requires that public agencies satisfy five requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project. The required findings are as follows.

Requirement 1: Identify the purpose of the fee.

The purpose of the Program Management Fee is to provide the funding necessary to administer and update the City of Signal Hill Impact Fees. This includes consultant and City staff time related to services such as posting of nexus studies and fee schedules on the City's website, annual fee adjustments, annual fee reporting, additional fee reporting every five years, application and tracking of fee credits/reimbursements, periodic nexus study updates and the preparation of Master Plans to support the nexus study updates, staff and consultant time related to fee preparation, collection, tracking and administration.

Requirement 2: Identify the use of the fee.

The Program Management Fee will be used to fund the management and administration of the City of Signal Hill Impact Fees. This includes consultant and City staff time related to services such as posting of nexus studies and fee schedules on the City's website, annual fee adjustments, annual fee reporting, additional fee reporting every five years, application and tracking of fee credits/reimbursements, periodic nexus study updates and the preparation of Master Plans to support the nexus study updates, staff and consultant time related to fee preparation, collection, tracking and administration.

Requirement 3: Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

The Program Administration Fee will be used to fund consultant and City staff time related to services such as providing fee quotes, updated the fee program, tracking revenue and expenditures, calculating credits and issuing reimbursements and the required annual reporting under AB 1600 which are required to successfully and legally implement the City of Signal Hill's Impact Fee Program. New residents and employees that result from new development increases the demand for new infrastructure and facilities. These facilities will be funded through the City of Signal Hill's Impact Fee Program, which requires City staff and consultant time to manage and administer. The administration of the City of Signal Hill's Impact Fee Program will be funded through the Program Administration fee which is calculated as a fee of five percent of the total City of Signal Hill Impact Fee Program for each land use.

Requirement 4: Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Each new development adds residents or workers to the City and in order to maintain the City's desired level of service, new general government, police, parkland development, traffic infrastructure and water facilities must be built. These facilities are funded through the City's Impact fees. To ensure these fees for new development are administered according to state law, regular updates, tracking and reporting are required. In addition, City staff must provide fee quotes for new development. To collect the funding for these resulting activities, the Program Administration Fee is five percent (5%) of the total City of Signal Hill Impact Fees as summarized in **Table 8-1** and **Table 8-2**. Using a percentage of the City of Signal Hill Impact fees, ensures that each new development is charged their fair share based on their impacts to the City's infrastructure. A five percent (5%) fee is in alignment with the industry standard range of three to six percent (3-6%).

Requirement 5: Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The Program Administration Fee provides the funding to administer the City's Impact Fee Program. The City is adopting a policy of collecting a five percent (5%) of the total Impact fees to administer their fee program effectively. Since this fee is calculated as a percentage of the other City of Signal Hill Impact Fees as summarized in **Table 8-1** and **Table 8-2**, each land use pays for their fair share of the management costs based on their impact to the City's infrastructure.

Section 9 IMPLEMENTATION AND ADMINISTRATION

IMPLEMENTATION

According to the California Government Code, prior to levying a new fee or increasing an existing fee, an agency must hold at least one open and public meeting with at least 30 days' notice. In addition, notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed.

At least ten days prior to the meeting, the agency must make data on infrastructure costs and funding sources available to the public. Notice of the time and place of the meeting and a general explanation of the matter are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall occur for ten days in a newspaper regularly published once a week or more. Two publications, with at least five days intervening between the dates of first and last publication not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the tenth day, including therein the first day.

The new or increased fees shall be effective no earlier than 60 days following the final action on the adoption or increase of the fees. Following adoption of the fees, the fees and supporting information must be placed on the City's website.

FEE PROGRAM ADMINISTRATIVE REQUIREMENTS

The Government Code requires the City to report every year and every fifth year certain financial information regarding the fees. The City must make available within 180 days after the last day of each fiscal year the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been

collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

On October 11, 2023, California Governor Gavin Newsom signed into law AB 516 which amended certain portions of the Mitigation Fee Act related to the annual and five-year reporting requirements. Under AB 516, Requirements 6 and 8 have been expanded to include the following:

- 6a. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted
- 6b. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable
- 8a. For any refunds made, the number of persons or entities identified to receive those refunds

The City must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing any incomplete improvements.
4. Designate the approximate dates on which funding in item (3) above is expected to be deposited into the fee account.

As with the annual disclosure, the five-year report must be made public within 180 days after the end of the City's fiscal year and must be reviewed at the next regularly scheduled public meeting.

FEE ADJUSTMENT PROCEDURES

The City of Signal Hill Impact fees may be adjusted periodically to reflect revised facility requirements, receipt of funding from alternative sources (i.e., state or federal grants), revised facilities or costs, changes in demographics, changes in the average unit square footage, or changes in the land use plan. In addition, the fees will be automatically updated each year on July 1st based on the June ENR CCI for Los Angeles.

TIMING OF PAYMENT

Fees will be collected at the time the building permit for each structure is issued, unless an alternative timing requirement applies under the California Government Code. All residential projects will be charged based on the livable square footage of each dwelling unit. For phased or multi-building residential projects, fees will be calculated and collected separately for each building at the time its permit is issued.

For multi-family communal portions of the development, the following guidance applies:

- **Residential-only common areas** (e.g., clubhouses, resident-only lounges, private gyms, laundry rooms, storage rooms, mail/package rooms, maintenance and utility rooms) are **not assessed** additional impact fees.
- **Publicly accessible areas** (e.g., leasing offices, publicly accessible commercial spaces, community rooms open to the public) **will be assessed** based on the non-residential land use category that most closely matches the use (e.g., office, retail, or other commercial use).
- **Parking garages, carports, and private circulation areas** within multi-family developments are not assessed separate fees unless they contain commercial or public-serving uses.

Further information on what portion of a project may be subject to fees is discussed within **Section 2 – Average Unit Sizes**.

DESIGNATED RESIDENTIAL PROJECTS DEFERRED FEE PAYMENTS

California Senate Bill 937 (SB 937), which became effective on January 1, 2025, significantly delays the collection of fees for residential projects defined as “Designated Residential Development Projects.” Specifically, SB 937 states that public agencies may not impose development impact fees on Designated Residential Development Projects until the project receives a Certificate of Occupancy or Temporary Certificate of Occupancy. Furthermore, local agencies may not charge interest on the delayed fee payments for such projects; rather, the fees must reflect the fee amount in place at the time the project’s building permits are issued. In

addition, the bill extends housing entitlements by 24 months for projects with entitlements issued prior to January 1, 2024 and set to expire on or before December 21, 2025.

SB 937 was designed to incentivize housing production by mitigating the effects of rising construction costs and interest rates, which hinder the financial feasibility of new housing projects. By deferring fee payments with zero interest, SB 937 can help to incentivize housing developers, who must demonstrate financial feasibility to investors and lending institutions before receiving necessary funding. Additionally, by extending entitlements, the bill allows developers more time to raise funding before constructing the project. By providing these incentives to developers, the bill strives to increase housing production, allowing local jurisdictions to fulfill their housing goals.

Housing projects must meet one of the following conditions to be considered a Designated Residential Development Project:

1. 100% of residential units (excluding the manager's unit) are reserved for low-income households.
2. The project meets the requirements regarding a Low Barrier Navigation Center Developments, per Government Code Section 65662.
3. The project is approved by a local government and meets all site-specific criteria, affordability criteria, and objective development standards pertaining to affordable housing developments located in commercial zones or mixed-income housing developments along commercial corridors, as specified by Article 2 (commencing with Section 65912.110) or Article 3 (commencing with Section 65912.120) of Chapter 4.1 of the Government Code.
4. The project is subject to a streamlined ministerial approval process, per Government Code Section 65913.4.
5. The project meets the criteria specified in the Affordable Housing on Faith and Higher Education Lands Act of 2023 (SB4)
6. The project is entitled to a Density Bonus, per Government Code Section 65915.
7. The project features 10 or fewer units.

Although fees are deferred for Designated Residential Development Projects until the project receives a Certificate of Occupancy or Temporary Certificate of Occupancy, it is important to note that public agencies may still collect utility service fees after receiving an application for utility services. In addition, developers may be required to pay development impact fees prior to the Certificate of Occupancy if construction does not commence within five years of the building permit issue date.

CREDITS AND REIMBURSEMENT POLICIES

The City may provide fee credits or reimbursements to developers who dedicate land or construct eligible facilities. Fee credits or reimbursements may be provided up to the cost of the improvement, as shown in this study, subject to periodic inflation adjustments, or the actual cost paid by the developer, whichever is lower. For construction cost overruns, only the amount shown in the study, subject to periodic inflation adjustments, would be credited or reimbursed. The City will evaluate the appropriate fee credit or reimbursement based on the value of the dedication or improvement. Credits or reimbursements may be repaid based on the priority of the capital improvements, as determined by the City. The City will determine fee credits and reimbursements on a case-by-case basis and possibly through the use of a development agreement.

PROGRAMMING REVENUES WITH THE CIP

The City should maintain its Capital Improvement Program (CIP) to adequately plan for future infrastructure needs. The CIP should commit all projected fee revenues and fund balances to specific projects that are necessary to serve growth. The CIP provides documentation necessary for the City to hold funds in a project account for longer than five years if necessary to collect sufficient funds to complete a project. In addition, the CIP is required per AB 602. This report outlines the projects that are to be funded with the fee program and forms the basis of the CIP.

Table A-1 in **Appendix A** will also serve as the City's CIP list as required by AB 602, which includes the facilities discussed in the previous chapters. The City will use the CIP facilities identified in Appendix A to guide their five-year Capital Improvement Plan budget based upon City needs and timing of securing adequate revenue and will update the date in the CIP and the City's AB 1600 annual and five-year reports.

FEE REPORTING

Assembly Bill No. 1483, which became effective January 1, 2020, requires that public agencies make the following information available on their website. The following information must be provided:

1. A current schedule of fees, exactions, and affordability requirements imposed by the city, county, or special district, including any dependent special districts, of the city or county applicable to a proposed housing development project, which shall be presented in a manner that clearly identifies the fees, exactions, and affordability requirements that apply to each parcel.
2. All zoning ordinances and development standards, which shall specify the zoning, design, and development standards that apply to each parcel.
3. The list of information required to be compiled pursuant to Section 65940.
4. The current and five previous annual fee reports or the current and five previous annual financial reports, that were required pursuant to AB 1600.

5. An archive of impact fee nexus studies, cost of service studies, or equivalent, conducted by the city, county, or special district on or after January 1, 2018.

Any updates to the above information must be available within 30 days.

ACCESSORY DWELLING UNITS

An accessory dwelling unit (ADU) is a second unit that is attached or detached from a single-family home. In accordance with Assembly Bill No. 881 approved on October 9, 2019, City of Signal Hill Impact Fees will not be charged for an ADU that is less than 750 square feet. For an ADU that is 750 square feet or larger, the ADU will be charged proportionately in relation to the square footage of the primary dwelling unit. Since the City of Signal Hill Impact Fees residential fees are now being charged on a square footage basis, ADU fees will be calculated by multiplying the City of Signal Hill Impact Fees Single Family Residential fee by the ADU's square footage.

SPECIALIZED DEVELOPMENT PROJECTS

The fees in this report may not apply to specialized development projects such as golf courses, cemeteries, sports stadium, or other specialized land uses. For specialized development projects the City will review the development's impacts to determine the applicable fees. The fee rates presented in this Nexus Study may be reduced, exempted, or waived under certain circumstances as determined by the City. Any exemption or reduction in fees will be based on the City's independent analysis and review of the subject property.

Some developments may include more than one land use type. In these cases, the fee is calculated separately for each land use. The City has the discretion to impose the fees based on the specific aspects of a proposed development regardless of zoning. The fee imposed should be based on the land use type that most closely represents the impacts of the development.

REBUILD OR EXPANSION PROJECTS

The City will review reuse, expansions, density increasing, and rezone projects on a case by case basis to determine the applicable fees on the intensification or expansion.

For residential projects that wish to expand the size of their unit(s), the City of Signal Hill Impact Fees will be charged on a per SF basis of the expansion. For example, if a homeowner wishes to build an addition to their home that is 100 square feet, the homeowner would be responsible for paying fees for the 100 square foot addition.

For non-residential projects that wish to expand the size of their facility, the City of Signal Hill Impact Fees will be charged on a per square foot basis of the expansion.

In cases of rebuilding a structure after a demolition or a disaster, impact fees will not be charged on the rebuilding of the structure to the extent that the overall size and use of the new structure is the same as the structure demoed or destroyed by the disaster. Impact fees will be calculated on the new rebuilt structure and the previous structure, and the difference of fees will be assessed. No refunds will be made for rebuilds that have less impact fees than the previous structure. In cases of a disaster, the City Engineer has the discretion to allow for a payment plan on DIFs.

Appendix A: Capital Improvement Plan (CIP)

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Table A-1: Capital Improvement Plan (CIP)

Facility	UOM	Quantity	Unit Cost	Total Cost	Location	Planned Timing	Supporting Documentation
Park Facilities							
Park Site 1	AC	1.3	\$ 3,712,454.00	\$ 4,826,190.20	28th St & Rose Ave	2029	City of Signal Hill 2021 Parks and Recreation Master Plan
Park Site 2	AC	1.5	\$ 3,712,454.00	\$ 5,568,681.00	27th St & Cherry Ave	2031	City of Signal Hill 2021 Parks and Recreation Master Plan
Park Site 3	AC	3.2	\$ 3,712,454.00	\$ 11,879,852.80	Crescent Heights St & Walnut Ave	2035	City of Signal Hill 2021 Parks and Recreation Master Plan
Park Site 4	AC	4.19	\$ 3,712,454.00	\$ 15,555,182.26	Crescent Heights St & Gardena Ave	2027	City of Signal Hill 2021 Parks and Recreation Master Plan
Subtotal Park Improvements				\$ 37,829,906.26			
General Government Facilities							
Civic Center Master Plan Phase 1	EA	1	\$ 9,193,443.00	\$ 9,193,443.00	2175 Cherry Ave	2025	City of Signal Hill 2024 Civic Center Master Plan
Civic Center Master Plan Phase 2	EA	1	\$ 45,723,736.00	\$ 45,723,736.00	2175 Cherry Ave	2029	City of Signal Hill 2024 Civic Center Master Plan
Civic Center Master Plan Phase 3	EA	1	\$ 19,227,083.00	\$ 19,227,083.00	2175 Cherry Ave	2032	City of Signal Hill 2024 Civic Center Master Plan
Subtotal General Government Facilities				\$ 74,144,262.00			
Police Facilities							
Ford Interceptor Vehicle Purchase	EA	9	\$ 46,928.33	\$ 422,354.97	2745 Walnut Avenue	Portion to be completed as until needed to maintain the existing level of service. Completion anticipated in 2040.	City of Signal Hill Police Department
Vehicle Outfitting and Badging	EA	9	\$ 20,450.65	\$ 184,055.85	2745 Walnut Avenue	Portion to be completed as until needed to maintain the existing level of service. Completion anticipated in 2040.	City of Signal Hill Police Department
Bulletproof Vest & Tactical Equipment	EA	9	\$ 25,000.00	\$ 225,000.00	2745 Walnut Avenue	Portion to be completed as until needed to maintain the existing level of service. Completion anticipated in 2040.	City of Signal Hill Police Department
Police Station Expansion	SF	4,320	\$ 500.92	\$ 2,163,968.61	2745 Walnut Avenue	2040	City of Signal Hill Property Listing for JPIA-Alliant Annual Insurance Review 2023.
Subtotal Police Facilities				\$ 2,995,379.43			
Transportation Facilities							
27th Street Improvements	LF	640	\$ 1,875.00	\$ 1,200,000.00	27th Street between Walnut and Gundry	2026	City of Signal Hill Public Works Department
28th Street Gap Closure	LF	600	\$ 1,333.33	\$ 800,000.00	28th Street from Olive to Atlantic	2026	City of Signal Hill Public Works Department
29th Street Complete Street	LF	750	\$ 2,133.33	\$ 1,600,000.00	29th Street	2026	City of Signal Hill Public Works Department
Colombia Street Access Road	LF	875	\$ 2,171.43	\$ 1,900,000.00	Access Road to California Avenue	2026	City of Signal Hill Public Works Department
Olive Street Realignment	LF	680	\$ 1,191.18	\$ 810,000.00	Olive Street	2026	City of Signal Hill Public Works Department
Cherry Avenue Complete Street	LF	1350	\$ 4,814.81	\$ 6,500,000.00	Cherry Avenue	2029	City of Signal Hill Public Works Department
Orange Avenue Widening and Retaining Wall	LF	2600	\$ 6,000.00	\$ 15,600,000.00	Orange Avenue	2034	City of Signal Hill Public Works Department
Trail System Project Phase 1	LF	700	\$ 3,000.00	\$ 2,100,000.00	California Street - from Spring Street to 32nd Street	2027	City of Signal Hill Public Works Department
Trail System Project Phase 2	LF	650	\$ 1,846.15	\$ 1,200,000.00	Walnut from Burnett to Crescent Heights	207	City of Signal Hill Public Works Department
Legion Drive Widening	LF	630	\$ 793.65	\$ 500,000.00	Legion Drive at trail connection to Heritage Point Park	2029	City of Signal Hill Public Works Department
Bus Stop Replacement Project	EA	49	\$ 42,857.14	\$ 2,100,000.00	49 Bus Stops throughout City	2028	City of Signal Hill Public Works Department
ITS Upgrade to allow for Autonomous Vehicles	EA	1	\$ 9,000,000.00	\$ 9,000,000.00	18 Signals throughout City with fiber interconnect	Portion to be completed annually until completion.	City of Signal Hill Public Works Department
Subtotal Transportation Facilities				\$ 43,310,000.00			
Water Facilities							
Temple Reservoir Expansion	EA	1	\$ 8,000,000.00	\$ 8,000,000.00	2271 Temple Ave	2030	City of Signal Hill Public Works Department
Cast Iron Main Replacement	EA	1	\$ 33,000,000.00	\$ 33,000,000.00	Various Locations	Portion to be completed annually until completion. Anticipated to completed 3-6% per year.	City of Signal Hill Public Works Department
Well 9 Redevelopment	EA	1	\$ 1,595,000.00	\$ 1,595,000.00	2175 E 28th Street	2026	City of Signal Hill Public Works Department
Lakewood Emergency Bypass Connection	EA	1	\$ 520,000.00	\$ 520,000.00	3315 Gundry Ave	2026	City of Signal Hill Public Works Department
SCADA System Upgrade	EA	1	\$ 500,000.00	\$ 500,000.00	Various Locations	2026	City of Signal Hill Public Works Department
Hilltop Disinfection Station	EA	1	\$ 650,000.00	\$ 650,000.00	2351 Dawson Ave	2030	City of Signal Hill Public Works Department
Valve Replacement Project	EA	1	\$ 5,900,000.00	\$ 5,900,000.00	Various Locations	Portion to be completed annually until completion.	City of Signal Hill Public Works Department
Gundry Reservoir Treatment Enhancement	EA	1	\$ 9,000,000.00	\$ 9,000,000.00	3315 Gundry Ave	2029	City of Signal Hill Public Works Department
Automated Meter Reading	EA	1	\$ 4,500,000.00	\$ 4,500,000.00	Various Locations	2029	City of Signal Hill Public Works Department
Well 9 Treatment Bypass	EA	1	\$ 2,800,000.00	\$ 2,800,000.00	2175 E 28th Street	2028	City of Signal Hill Public Works Department
Well 7 Replacement	EA	1	\$ 5,250,000.00	\$ 5,250,000.00	6476 Orange Ave	2027	City of Signal Hill Public Works Department
Subtotal Water Facilities				\$ 71,715,000.00			
Total Facilities				\$ 229,994,547.69			

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Appendix B: Existing Transportation Facilities

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Table B-2: Existing Transportation Improvements

Facility	To	From	PCI	Quantity	Unit Cost ⁽¹⁾		Total Cost ⁽²⁾	
Arterial/Collector								
28TH ST	ORANGE AVE	GUNDRY AVE	21	27,847	\$	13.79	\$	80,642.13
28TH ST	JUNIPERO AVE	TEMPLE AVE	37	75,335	\$	13.79	\$	384,381.77
JUNIPERO AVE	SPRING ST	28TH ST	38	74,220	\$	13.79	\$	388,927.64
ORANGE AVE	405 BRIDGE	405 S ON RAMP	42	6,018	\$	13.79	\$	34,855.05
CALIFORNIA AVE	SPRING ST	28TH ST	43	44,336	\$	13.79	\$	262,899.18
WALNUT AVE	33RD ST	32ND ST	43	33,880	\$	13.79	\$	200,898.24
WALNUT AVE	HILL ST	CITY LIMITS	44	39,701	\$	13.79	\$	240,889.79
SPRING ST	CHERRY AVE	JUNIPERO AVE	49	53,115	\$	13.79	\$	358,903.37
28TH ST	GUNDRY AVE	WALNUT AVE	51	24,400	\$	13.79	\$	171,602.76
SPRING ST	WALNUT AVE	CHERRY AVE	51	52,040	\$	13.79	\$	365,992.12
BURNETT ST	ORANGE AVE	WALNUT AVE	52	49,760	\$	13.79	\$	356,819.01
REDONDO AVE	19TH ST	PCH	54	41,205	\$	13.79	\$	306,837.15
CALIFORNIA AVE	405 BRIDGE	SPRING ST	55	30,960	\$	13.79	\$	234,816.12
OBISPO AVE	20TH ST	PCH	55	73,620	\$	13.79	\$	558,370.89
SPRING ST	JUNIPERO AVE	CHERRY AVE	55	58,820	\$	13.79	\$	446,120.29
REDONDO AVE	19TH ST	CITY LIMITS	56	6,440	\$	13.79	\$	49,732.26
ORANGE AVE	CITY LIMITS	33RD ST	58	23,628	\$	13.79	\$	188,981.47
SPRING ST	CHERRY AVE	WALNUT AVE	59	54,700	\$	13.79	\$	445,044.67
SKYLINE DR	CHERRY AVE	DAWSON AVE	60	49,210	\$	13.79	\$	407,163.54
BURNETT ST	WALNUT AVE	CHERRY AVE	62	47,652	\$	13.79	\$	407,415.07
SPRING ST	ORANGE AVE	WALNUT AVE	62	40,326	\$	13.79	\$	344,779.23
HILL ST	ORANGE AVE	WALNUT AVE	64	42,741	\$	13.79	\$	377,214.97
OBISPO AVE	TEMPLE AVE	HILL ST	64	60,167	\$	13.79	\$	531,009.88
ORANGE AVE	33RD ST	405 BRIDGE	64	37,575	\$	13.79	\$	331,621.92
SPRING ST	WALNUT AVE	ORANGE AVE	65	41,548	\$	13.79	\$	372,415.50
WILLOW ST	JUNIPERO AVE	CHERRY AVE	67	56,560	\$	13.79	\$	522,574.81
21ST ST	CHERRY AVE	JUNIPERO AVE	68	45,324	\$	13.79	\$	425,012.21
CHERRY AVE	BURNETT ST	HILL ST	70	41,153	\$	13.79	\$	397,249.91
OBISPO AVE	HILL ST	TEMPLE AVE	70	60,900	\$	13.79	\$	587,867.70
CHERRY AVE	HILL ST	BURNETT ST	71	40,664	\$	13.79	\$	398,137.16
CALIFORNIA AVE	WILLOW ST	CITY LIMITS	72	73,179	\$	13.79	\$	726,579.66
CHERRY AVE	WILLOW ST	28TH ST	73	51,120	\$	13.79	\$	514,609.70
CHERRY AVE	28TH ST	WILLOW ST	74	51,120	\$	13.79	\$	521,659.15
21ST ST	JUNIPERO AVE	TEMPLE AVE	76	58,364	\$	13.79	\$	611,678.07
WALNUT AVE	WARDLOW RD	33RD ST	76	21,941	\$	13.79	\$	229,950.46
CHERRY AVE	BURNETT ST	WILLOW ST	77	47,712	\$	13.79	\$	506,620.33
WALNUT AVE	SPRING ST	29TH ST	77	26,772	\$	13.79	\$	284,273.13
WILLOW ST	CHERRY AVE	JUNIPERO AVE	77	51,370	\$	13.79	\$	545,462.07
CHERRY AVE	20TH ST	21ST ST	78	20,150	\$	13.79	\$	216,737.43
CHERRY AVE	21ST ST	HILL ST	78	20,858	\$	13.79	\$	224,352.82
JUNIPERO AVE	20TH ST	19TH ST	78	19,264	\$	13.79	\$	207,207.44
TEMPLE AVE	HILL ST	21ST ST	78	21,960	\$	13.79	\$	236,206.15
21ST ST	ALAMITOS AVE	CHERRY AVE	79	19,573	\$	13.79	\$	213,230.22
BURNETT ST	CALIFORNIA AVE	ORANGE AVE	81	41,679	\$	13.79	\$	465,550.26
CHERRY AVE	SPRING ST	28TH ST	81	41,108	\$	13.79	\$	459,172.25
WILLOW ST	JUNIPERO AVE	TEMPLE AVE	81	47,639	\$	13.79	\$	532,122.87
WILLOW ST	TEMPLE AVE	JUNIPERO AVE	81	45,075	\$	13.79	\$	503,483.24
ALAMITOS AVE	20TH ST	21ST ST	82	26,325	\$	13.79	\$	297,677.84
CHERRY AVE	21ST ST	20TH ST	82	19,440	\$	13.79	\$	219,823.63
CHERRY AVE	HILL ST	21ST ST	82	20,646	\$	13.79	\$	233,460.84
CALIFORNIA AVE	33RD ST	405 BRIDGE	83	31,198	\$	13.79	\$	357,082.95
CHERRY AVE	28TH ST	SPRING ST	83	42,447	\$	13.79	\$	485,835.63
CHERRY AVE	WILLOW ST	BURNETT ST	83	44,512	\$	13.79	\$	509,471.00
JUNIPERO AVE	19TH ST	PCH	83	18,592	\$	13.79	\$	212,798.45
TEMPLE AVE	19TH ST	PCH	83	21,904	\$	13.79	\$	250,706.61
28TH ST	CHERRY AVE	JUNIPERO AVE	85	50,922	\$	13.79	\$	596,882.22
HILL ST	OBISPO AVE	TEMPLE AVE	85	20,316	\$	13.79	\$	238,133.99

Facility	To	From	PCI	Quantity	Unit Cost ⁽¹⁾		Total Cost ⁽²⁾	
Arterial/Collector								
WALNUT AVE	28TH ST	WILLOW ST	86	47,500	\$	13.79	\$	563,321.50
CALIFORNIA AVE	CITY LIMITS	33RD ST	87	19,296	\$	13.79	\$	231,499.90
SKYLINE DR	DAWSON AVE	PANORAMA DR	88	63,756	\$	13.79	\$	773,691.81
TEMPLE AVE	21ST ST	19TH ST	88	45,252	\$	13.79	\$	549,142.07
HILL ST	TEMPLE AVE	OBISPO AVE	89	17,910	\$	13.79	\$	219,811.22
JUNIPERO AVE	21ST ST	20TH ST	89	18,000	\$	13.79	\$	220,915.80
WALNUT AVE	29TH ST	28TH ST	89	27,600	\$	13.79	\$	338,737.56
SPRING ST	CITY LIMITS	CALIFORNIA AVE	90	39,105	\$	13.79	\$	485,332.16
WALNUT AVE	WILLOW ST	BURNETT ST	90	57,152	\$	13.79	\$	709,313.47
SPRING ST	CALIFORNIA AVE	E/TO CITY LIMIT	91	21,936	\$	13.79	\$	275,272.67
TEMPLE AVE	PANORAMA DR	HILL ST	91	18,600	\$	13.79	\$	233,409.54
CHERRY AVE	19TH ST	20TH ST	92	17,084	\$	13.79	\$	216,741.29
HILL ST	WALNUT AVE	CHERRY AVE	93	41,052	\$	13.79	\$	526,479.58
SPRING ST	EAST CITY LIMIT	CALIFORNIA AVE	93	20,966	\$	13.79	\$	268,882.66
CHERRY AVE	20TH ST	19TH ST	94	25,048	\$	13.79	\$	324,687.20
ORANGE AVE	SPRING ST	29TH ST	94	39,381	\$	13.79	\$	510,480.15
CALIFORNIA AVE	28TH ST	WILLOW ST	95	53,112	\$	13.79	\$	695,793.76
HILL ST	OBISPO AVE	REDONDO AVE	95	38,852	\$	13.79	\$	508,980.63
SPRING ST	CALIFORNIA AVE	PCC	95	32,224	\$	13.79	\$	422,150.51
SPRING ST	AC	CITY LIMITS	95	5,850	\$	13.79	\$	76,637.93
TEMPLE AVE	29TH ST	405 BRIDGE	95	7,710	\$	13.79	\$	101,004.86
WALNUT AVE	BURNETT AVE	23RD ST	95	22,792	\$	13.79	\$	298,586.60
ORANGE AVE	WILLOW ST	25TH ST	96	33,985	\$	13.79	\$	449,907.02
ORANGE AVE	23RD ST	HILL ST	96	28,952	\$	13.79	\$	383,278.16
ORANGE AVE	25TH ST	BURNETT ST	97	28,980	\$	13.79	\$	387,645.17
ORANGE AVE	BURNETT ST	23RD ST	97	29,302	\$	13.79	\$	391,952.34
ORANGE AVE	29TH ST	WILLOW ST	97	92,214	\$	13.79	\$	1,233,482.13
TEMPLE AVE	WILLOW ST	28TH ST	97	51,500	\$	13.79	\$	688,879.45
TEMPLE AVE	28TH ST	29TH ST	97	17,000	\$	13.79	\$	227,397.10
WALNUT AVE	23RD ST	HILL ST	97	28,800	\$	13.79	\$	385,237.44
WILLOW ST	ORANGE AVE	CALIFORNIA AVE	97	46,946	\$	13.79	\$	627,963.78
WILLOW ST	WALNUT AVE	CHERRY AVE	97	64,715	\$	13.79	\$	865,647.25
WILLOW ST	CHERRY AVE	WALNUT AVE	97	52,580	\$	13.79	\$	703,325.85
28TH ST	WALNUT AVE	CHERRY AVE	98	72,100	\$	13.79	\$	974,373.82
TEMPLE AVE	WILLOW ST	OBISPO AVE	98	58,646	\$	13.79	\$	792,553.77
TEMPLE AVE	OBISPO AVE	WILLOW ST	98	58,646	\$	13.79	\$	792,553.77
TEMPLE AVE	28TH ST	WILLOW ST	98	46,392	\$	13.79	\$	626,950.77
TEMPLE AVE	405 BRIDGE	29TH ST	98	7,970	\$	13.79	\$	107,708.17
TEMPLE AVE	29TH ST	28TH ST	98	17,200	\$	13.79	\$	232,444.24
WILLOW ST	CITY LIMITS	CALIFORNIA AVE	98	47,105	\$	13.79	\$	636,586.39
WILLOW ST	CALIFORNIA AVE	CITY LIMITS	98	46,432	\$	13.79	\$	627,491.33
WILLOW ST	CALIFORNIA AVE	ORANGE AVE	98	51,072	\$	13.79	\$	690,197.22
WILLOW ST	ORANGE AVE	WALNUT AVE	98	52,430	\$	13.79	\$	708,549.51
WILLOW ST	WALNUT AVE	ORANGE AVE	98	52,625	\$	13.79	\$	711,184.78
Subtotal Arterial/Collector Roads							\$	42,376,126.54

Facility	To	From	PCI	Quantity	Unit Cost ⁽¹⁾		Total Cost ⁽²⁾
Local Streets							
RAYMOND AVE	28TH ST	27TH ST	27	24,200	\$	13.79	\$ 90,103.86
29TH ST	ORANGE AVE	WALNUT AVE	30	49,520	\$	13.79	\$ 204,864.24
KELLEY DR	HILL ST	SOUTH TERM	31	11,004	\$	13.79	\$ 47,041.00
PALM DR	WILLOW ST	OBISPO AVE	31	49,150	\$	13.79	\$ 210,111.34
PATTERSON ST	CITY LIMITS	EAST TERMINUS	36	8,942	\$	13.79	\$ 44,391.66
SAINT LOUIS AVE	28TH ST	27TH ST	36	21,960	\$	13.79	\$ 109,018.22
27TH ST	CITY LIMITS	CALIFORNIA AVE	38	45,072	\$	13.79	\$ 236,186.29
29TH ST	CITY LIMITS	END OF PVMNT	40	13,600	\$	13.79	\$ 75,017.60
OHIO AVE	SKYLINE DR	HILL ST	40	22,420	\$	13.79	\$ 123,668.72
GUNDRY AVE	HILL ST	21ST ST	41	24,523	\$	13.79	\$ 138,650.59
COLUMBIA ST	CITY LIMITS	END	42	12,083	\$	13.79	\$ 69,982.32
GUNDRY AVE	29TH ST	28TH ST	42	22,422	\$	13.79	\$ 129,863.74
JUNIPERO AVE	WILLOW ST	SOUTH TERM	42	21,107	\$	13.79	\$ 122,247.52
RAYMOND AVE	27TH ST	WILLOW ST	42	23,200	\$	13.79	\$ 134,369.76
27TH ST	GUNDRY AVE	ALLEY	43	4,530	\$	13.79	\$ 26,861.54
28TH ST	CITY LIMITS	EAST END	43	16,800	\$	13.79	\$ 99,618.96
ALLIANCE ST	CERRITOS AVE	ORANGE AVE	43	5,088	\$	13.79	\$ 30,170.31
32ND ST	ORANGE AVE	WEST END	44	25,959	\$	13.79	\$ 157,508.83
ROSE AVE	28TH ST	SOUTH TERM	44	21,924	\$	13.79	\$ 133,026.06
WALL ST	MOLINO AVE	TEMPLE AVE	44	20,427	\$	13.79	\$ 123,942.87
HILL ST	OHIO AVE	TEMPLE AVE	45	9,702	\$	13.79	\$ 60,205.76
33RD ST	ORANGE AVE	WALNUT AVE	46	42,772	\$	13.79	\$ 271,319.90
SAINT LOUIS AVE	27TH ST	WILLOW ST	47	22,581	\$	13.79	\$ 146,354.24
ALLIANCE ST	ALLEY	CERRITOS AVE	48	1,780	\$	13.79	\$ 11,782.18
GUNDRY AVE	BURNETT ST	NORTH TERM	49	21,941	\$	13.79	\$ 148,257.53
ROSE AVE	HILL ST	NORTH TERM	49	20,448	\$	13.79	\$ 138,169.18
GAVIOTA AVE	28TH ST	END	50	21,096	\$	13.79	\$ 145,456.92
DAWSON AVE	28TH ST	27TH ST	51	22,977	\$	13.79	\$ 161,594.94
LEWIS AVE	CITY LIMITS	33RD ST	51	17,655	\$	13.79	\$ 124,165.85
GAVIOTA AVE	HILL ST	ALAMITOS AVE	52	36,075	\$	13.79	\$ 258,686.61
VERNON ST	WEST TERMINUS	CALIFORNIA AVE	52	8,970	\$	13.79	\$ 64,322.08
ROSE AVE	CRESCENT HEIGHTS ST	BURNETT ST	53	17,748	\$	13.79	\$ 129,714.81
COMBELLACK DR	JUNIPERO AVE	TEMPLE AVE	55	47,619	\$	13.79	\$ 361,166.31
DAWSON AVE	27TH ST	WILLOW ST	55	21,756	\$	13.79	\$ 165,008.38
GAVIOTA AVE	CRESCENT HEIGHTS ST	BURNETT ST	55	15,475	\$	13.79	\$ 117,370.14
20TH ST	MOLINO AVE	TEMPLE AVE	56	21,619	\$	13.79	\$ 166,950.57
CRESCENT HEIGHTS ST	WALNUT AVE	CHERRY AVE	57	49,840	\$	13.79	\$ 391,757.35
BRAYTON AVE	BURNETT ST	NORTH TERM	58	22,284	\$	13.79	\$ 178,231.89
INDUSTRY DR	REDONDO AVE	WEST TERMINUS	58	38,779	\$	13.79	\$ 310,162.20
WALTON ST	LIME AVE	MYRTLE AVE	59	20,031	\$	13.79	\$ 162,974.22
20TH ST	JUNIPERO AVE	STANLEY PL	60	10,097	\$	13.79	\$ 83,542.58
SIGNAL PKWY	28TH ST	WILLOW ST	60	73,800	\$	13.79	\$ 610,621.20
20TH ST	ALAMITOS AVE	CHERRY AVE	61	35,844	\$	13.79	\$ 301,516.14
CRESTON ST	WALNUT AVE	EAST TERMINUS	61	38,508	\$	13.79	\$ 323,925.45
MOLINO AVE	19TH ST	PCH	61	19,069	\$	13.79	\$ 160,406.52
GUNDRY AVE	28TH ST	WILLOW ST	62	46,360	\$	13.79	\$ 396,368.73
27TH ST	DAWSON AVE	RAYMOND AVE	63	10,716	\$	13.79	\$ 93,097.39
LEMON AVE	33RD ST	32ND ST	63	20,604	\$	13.79	\$ 179,001.37
GUNDRY AVE	WARDLOW RD	33RD ST	64	18,390	\$	13.79	\$ 162,302.78
MOLINO AVE	20TH ST	NORTH TERM	64	1,392	\$	13.79	\$ 12,285.24
PANORAMA DR	MOLINO ST	TEMPLE AVE	64	14,355	\$	13.79	\$ 126,691.49
20TH ST	ORIZABA AVE	OBISPO AVE	65	23,520	\$	13.79	\$ 210,821.52
23RD ST	LEMON AVE	ORANGE AVE	65	17,108	\$	13.79	\$ 153,347.56
FREEMAN AVE	550' N/20TH ST	NORTH TERM	66	5,580	\$	13.79	\$ 50,785.81
JESSIE NELSON CIR	HILL ST	WEST TERMINUS	66	13,440	\$	13.79	\$ 122,322.82
20TH ST	CHERRY AVE	JUNIPERO AVE	67	48,032	\$	13.79	\$ 443,782.06
JUNIPERO AVE	28TH ST	27TH ST	67	24,040	\$	13.79	\$ 222,112.77
ORIZABA AVE	20TH ST	NORTH TERM	67	32,019	\$	13.79	\$ 295,833.15
19TH ST	JUNIPERO AVE	MOLINO AVE	68	20,592	\$	13.79	\$ 193,095.30
CORONADO AVE	19TH ST	PCH	68	25,160	\$	13.79	\$ 235,930.35
LEGION DR	HILL ST	NORTH TERM	68	16,407	\$	13.79	\$ 153,851.72
HILL ST	CHERRY AVE	GATE	69	11,519	\$	13.79	\$ 109,604.44
CERRITOS AVE	CITY LIMITS	33RD ST	70	19,040	\$	13.79	\$ 183,793.12
STANLEY AVE	END	20TH ST	70	17,824	\$	13.79	\$ 172,055.07

Facility	To	From	PCI	Quantity	Unit Cost ⁽¹⁾		Total Cost ⁽²⁾	
Local Streets								
STANLEY AVE	20TH ST	19TH ST	70	21,182	\$	13.79	\$	204,469.85
STANLEY AVE	19TH ST	PCH	70	19,301	\$	13.79	\$	186,312.55
DAWSON AVE	20TH ST	19TH ST	71	24,600	\$	13.79	\$	240,856.14
FREEMAN AVE	20TH ST	PCH	71	51,742	\$	13.79	\$	506,600.75
27TH ST	ST LOUIS AVE	DAWSON AVE	72	10,792	\$	13.79	\$	107,151.61
27TH ST	RAYMOND AVE	JUNIPERO AVE	72	10,920	\$	13.79	\$	108,422.50
GUNDRY AVE	WILLOW ST	PAVEMENT CHAMGE	72	6,194	\$	13.79	\$	61,498.99
LEMON AVE	BURNETT ST	END	72	25,607	\$	13.79	\$	254,246.78
MOLINO AVE	20TH ST	19TH ST	72	20,320	\$	13.79	\$	201,753.22
33RD ST	LEMON AVE	CERRITOS AVE	73	9,835	\$	13.79	\$	99,005.99
GRANT ST	OBISPO AVE	REDONDO AVE	73	30,172	\$	13.79	\$	303,732.47
HILL ST	SKYLINE DR	STANLEY AVE	73	18,520	\$	13.79	\$	186,435.28
LIME AVE	CITY LIMITS	33RD ST	73	19,440	\$	13.79	\$	195,696.65
STANLEY AVE	HILL ST	21ST ST	73	34,383	\$	13.79	\$	346,123.35
19TH ST	TEMPLE AVE	ORIZABA AVE	74	22,227	\$	13.79	\$	226,817.64
33RD ST	CERRITOS AVE	ORANGE AVE	74	9,730	\$	13.79	\$	99,290.76
DAWSON AVE	19TH ST	VILLAGE WAY	74	18,278	\$	13.79	\$	186,519.68
SAINT LOUIS AVE	HILL ST	NORTH TERM	74	13,054	\$	13.79	\$	133,210.85
SAINT LOUIS AVE	21ST ST	20TH ST	74	20,740	\$	13.79	\$	211,643.40
SAINT LOUIS AVE	20TH ST	19TH ST	74	20,774	\$	13.79	\$	211,990.36
19TH ST	REDONDO AVE	RESERVOIR DR	75	3,192	\$	13.79	\$	33,013.26
25TH ST	WEST TERMINUS	CALIFORNIA AVE	75	9,568	\$	13.79	\$	98,957.04
33RD ST	CITY LIMITS	CALIFORNIA AVE	75	59,886	\$	13.79	\$	619,370.96
DAWSON AVE	21ST ST	20TH ST	76	21,888	\$	13.79	\$	229,395.00
LEMON AVE	NEVADA ST	BURNETT ST	76	5,973	\$	13.79	\$	62,599.43
LEWS AVE	33RD ST	32ND ST	76	21,245	\$	13.79	\$	222,656.10
RAYMOND AVE	20TH ST	19TH ST	76	20,229	\$	13.79	\$	212,008.01
19TH ST	OBISPO AVE	REDONDO AVE	77	30,760	\$	13.79	\$	326,618.91
21ST ST	WALNUT AVE	GUNDRY AVE	77	17,071	\$	13.79	\$	181,265.00
GARDENA AVE	SPRING ST	29TH ST	77	23,862	\$	13.79	\$	253,373.87
LEMON AVE	CITY LIMITS	33RD ST	77	19,224	\$	13.79	\$	204,126.20
NEVADA ST	CERRITOS AVE	ORANGE AVE	77	7,533	\$	13.79	\$	79,987.65
PATTERSON ST	CALIFORNIA AVE	WEST TERMINUS	77	23,408	\$	13.79	\$	248,553.17
RAYMOND AVE	21ST ST	20TH ST	77	20,097	\$	13.79	\$	213,395.98
DAWSON AVE	NORTH TERMINUS	SKYLINE DR	78	20,437	\$	13.79	\$	219,824.46
FALCON AVE	CITY LIMITS	33RD ST	79	18,870	\$	13.79	\$	205,571.67
19TH ST	MOLINO AVE	TEMPLE AVE	80	20,724	\$	13.79	\$	228,627.17
ORIZABA AVE	20TH ST	19TH ST	80	23,541	\$	13.79	\$	259,704.31
STANLEY AVE	SKYLINE DR	HILL ST	80	23,400	\$	13.79	\$	258,148.80
CERRITOS AVE	23RD ST	ALLIANCE AVE	81	9,204	\$	13.79	\$	102,807.76
JUNIPERO AVE	27TH ST	WILLOW ST	81	22,040	\$	13.79	\$	246,184.60
27TH ST	WEST TERMINUS	CHERRY AVE	82	12,320	\$	13.79	\$	139,312.10
33RD ST	LEWS AVE	LEMON AVE	82	9,758	\$	13.79	\$	110,341.51
CERRITOS AVE	33RD ST	32ND ST	82	21,210	\$	13.79	\$	239,838.44
ELLIS AVE	GLADYS AVE	END	82	14,952	\$	13.79	\$	169,074.23
MOLINO AVE	SKYLINE DR	HILL ST	82	17,820	\$	13.79	\$	201,505.00
MYRTLE AVE	CITY LIMITS	33RD ST	82	17,280	\$	13.79	\$	195,398.78
32ND ST	CALIFORNIA AVE	ORANGE AVE	83	44,135	\$	13.79	\$	505,155.97
HILL ST	STANLEY AVE	OHIO AVE	83	17,490	\$	13.79	\$	200,185.29
OLIVE AVE	CITY LIMITS	33RD ST	83	17,886	\$	13.79	\$	204,717.79
TERRACE DR	21ST ST	SOUTH TERM	83	6,842	\$	13.79	\$	78,311.48
CERRITOS AVE	BURNETT ST	23RD ST	84	24,492	\$	13.79	\$	283,705.53
FREEMAN AVE	20TH ST	550' N/20TH ST	84	14,353	\$	13.79	\$	166,259.41
LEWS AVE	BURNETT ST	SOUTH TERMINUS	84	17,850	\$	13.79	\$	206,767.26
MYRTLE AVE	WILLOW ST	27TH ST	84	23,294	\$	13.79	\$	269,828.38

Facility	To	From	PCI	Quantity	Unit Cost ⁽¹⁾		Total Cost ⁽²⁾	
Local Streets								
27TH ST	ALLEY	WALNUT AVE	85	5,292	\$	13.79	\$	62,030.18
LEMON AVE	WILLOW ST	NEVADA ST	85	37,734	\$	13.79	\$	442,299.08
OHIO AVE	20TH ST	NORTH TERM	85	2,641	\$	13.79	\$	30,956.48
19TH ST	CHERRY AVE	JUNIPERO AVE	86	42,009	\$	13.79	\$	498,201.53
LEWS AVE	WILLOW ST	BURNETT ST	86	46,702	\$	13.79	\$	553,857.70
LIME AVE	WILLOW ST	27TH ST	86	19,767	\$	13.79	\$	234,424.76
OHIO AVE	HILL ST	21ST ST	86	22,089	\$	13.79	\$	261,962.29
25TH ST	LEWS AVE	LEMON AVE	87	11,802	\$	13.79	\$	141,592.13
27TH ST	CHERRY AVE	ST LOUIS AVE	87	10,070	\$	13.79	\$	120,812.81
CERRITOS AVE	WILLOW ST	BURNETT ST	87	46,854	\$	13.79	\$	562,121.49
GARDENA AVE	CRESCENT HEIGHTS ST	BURNETT ST	87	19,158	\$	13.79	\$	229,844.27
RAYMOND AVE	19TH ST	VILLAGE WAY	87	15,104	\$	13.79	\$	181,207.22
25TH ST	LEMON AVE	CERRITOS AVE	89	11,592	\$	13.79	\$	142,269.78
28TH ST	WEST END	CALIFORNIA AVE	89	20,460	\$	13.79	\$	251,107.63
20TH ST	CRESCENT DR	ORIZABA AVE	90	22,355	\$	13.79	\$	277,447.91
25TH ST	CERRITOS AVE	ORANGE AVE	90	10,962	\$	13.79	\$	136,049.38
33RD ST	CALIFORNIA AVE	LEWS AVE	90	9,765	\$	13.79	\$	121,193.42
BRAYTON AVE	WARDLOW RD	33RD ST	90	17,806	\$	13.79	\$	220,990.27
GLADYS AVE	19TH ST	ELLIS AVE	90	12,480	\$	13.79	\$	154,889.28
GUNDRY AVE	PAVEMENT CHANGE	SOUTH TERM	90	13,683	\$	13.79	\$	169,819.71
MOLINO AVE	PANORAMA DR	SKYLINE DR	90	11,700	\$	13.79	\$	145,208.70
NEVADA ST	LEWS AVE	LEMON AVE	90	7,488	\$	13.79	\$	92,933.57
NEVADA ST	LEMON AVE	CERRITOS AVE	90	7,695	\$	13.79	\$	95,502.65
CRESCENT DR	SUNSET VIEW	20TH ST	91	15,972	\$	13.79	\$	200,431.03
CRESCENT DR	20TH ST	MOONSTONE DR	91	16,828	\$	13.79	\$	211,172.89
SAINT LOUIS AVE	19TH ST	SOUTH TERM	91	12,651	\$	13.79	\$	158,756.13
VILLAGE WAY	RAYMOND AVE	EAST TERMINUS	91	5,128	\$	13.79	\$	64,350.76
23RD ST	ORANGE AVE	WALNUT AVE	92	36,627	\$	13.79	\$	464,679.42
DISCOVERY WAY	20TH ST	MOONSTONE DR	92	13,593	\$	13.79	\$	172,451.67
SUNSET VIEW	CRESCENT DR	ORIZABA AVE	92	15,203	\$	13.79	\$	192,877.42
CRESCENT DR	NORTH TERM	SUNSET VIEW	93	15,319	\$	13.79	\$	196,461.58
HUMMINGBIRD LN	DISCOVERY WAY	EAST TERMINUS	93	6,912	\$	13.79	\$	88,644.33
MOONSTONE DR	CRESCENT DR	DISCOVERY WAY	93	8,049	\$	13.79	\$	103,226.01
OHIO AVE	PANORAMA DR	SKYLINE DR	93	8,680	\$	13.79	\$	111,318.40
PAPADAKIS WAY	20TH ST	NORTH TERM	93	23,880	\$	13.79	\$	306,253.84
VILLAGE WAY	DAWSON AVE	RAYMOND AVE	93	9,286	\$	13.79	\$	119,090.16
ORIZABA AVE	PCH	NORTH TERM	94	15,270	\$	13.79	\$	197,938.90
SIGNAL POINTE	CRESCENT DR	EAST TERMINUS	94	5,112	\$	13.79	\$	66,264.81
29TH ST	WALNUT AVE	CHERRY AVE	95	48,126	\$	13.79	\$	630,474.66
GARDENA AVE	29TH ST	28TH ST	97	24,518	\$	13.79	\$	327,960.12
GAVIOTA AVE	NORTH TERM	HILL ST	98	17,661	\$	13.79	\$	238,674.29
Subtotal Local Roads					\$	3,599.19	\$	31,343,509.02
Traffic Signal Improvements								
Traffic Signals				33	\$	630,000.00	\$	20,790,000.00
Subtotal Traffic Signal Improvements					\$	630,000.00	\$	20,790,000.00
Sidewalks								
Citywide Sidewalks				1,420,200	\$	9.00	\$	12,781,800.00
Subtotal Sidewalks					\$	9.00	\$	12,781,800.00
Roadway Signage								
Roadway Signage				670	\$	450.00	\$	301,500.00
Subtotal Roadway Signage					\$	450.00	\$	301,500.00
Total Facilities							\$	107,592,935.56

Notes:

1 Existing roadway costs prorated based on the Pavement Condition Index (PCI).

2 Costs provided by the City of Signal Hill Public Works Department.

Source:

City of Signal Hill Public Works Department.

EXHIBIT B DEVELOPMENT IMPACT FEE SCHEDULE OF FEES

Table B-1: Development Impact Fees per Square Foot by Land Use

Land Use	Traffic	Parks & Recreation	General Government Facilities	Police	Administration (5%) ⁽¹⁾	Total
Residential (Fee per Square Foot)						
Single Family	\$ 6.51	\$ 16.87	\$ 2.51	\$ 0.77	\$ 1.33	\$ 27.99
Multi-Family	\$ 4.32	\$ 20.15	\$ 3.00	\$ 0.92	\$ 1.42	\$ 29.81
Non-Residential (Fee per Square Foot)						
Commercial	\$ 26.86	\$ 3.24	\$ 1.49	\$ 0.46	\$ 1.60	\$ 33.65
Office	\$ 22.75	\$ 7.13	\$ 3.27	\$ 1.00	\$ 1.71	\$ 35.86
Industrial	\$ 5.37	\$ 0.71	\$ 0.33	\$ 0.10	\$ 0.33	\$ 6.84

Notes:

1 Administration fee is collected to offset the fee programs impact on City Staff and is anticipated to be expended for (1) legal, accounting, and other administrative support and (2) development impact fee program administration costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis.

Table B-1: Development Impact Fees by Meter Size

Meter Size	Water	Administration ⁽¹⁾	Total
Single Family Residential			
Single Family Residential	\$ 19,766.82	\$ 988.34	\$ 20,755.16
Multi-Family Residential and Non-Residential			
5/8-Inch Meter	\$ 13,177.88	\$ 658.89	\$ 13,836.77
3/4-Inch Meter	\$ 19,766.82	\$ 988.34	\$ 20,755.16
1-Inch Meter	\$ 32,944.70	\$ 1,647.24	\$ 34,591.94
1 1/2-Inch Meter	\$ 65,889.40	\$ 3,294.47	\$ 69,183.87
2-Inch Meter	\$ 105,423.04	\$ 5,271.15	\$ 110,694.19
3-Inch Meter	\$ 197,668.20	\$ 9,883.41	\$ 207,551.61
4-Inch Meter	\$ 329,447.00	\$ 16,472.35	\$ 345,919.35
6-Inch Meter	\$ 658,894.00	\$ 32,944.70	\$ 691,838.70
8-Inch Meter	\$ 1,054,230.40	\$ 52,711.52	\$ 1,106,941.92
10-Inch Meter	\$ 1,515,456.20	\$ 75,772.81	\$ 1,591,229.01

Notes:

1 An administrative fee of 5% is included in the fees shown for (1) legal, accounting, and other administrative support and (2) development impact fee program administration costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis. The administration fee is calculated on a fee by fee basis. Please refer to the individual fee calculation tables for a breakdown of the administration fee.



STAFF REPORT

5/12/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: BRAD KENNEALLY
CHIEF OF POLICE**

**SUBJECT: AWARD OF CONTRACT FOR JAIL SERVICES, PARK SECURITY, AND PARKING
ENFORCEMENT SERVICE TO UNIFIED PROTECTIVE SERVICE LP, DBA ALLIED
UNIVERSAL SECURITY SERVICES**

Summary:

The Signal Hill Police Department jail enhances the service level to the community, creating operational efficiency, improving officer safety, and helping maintain local control over resources. The jail is a local, short-term holding facility that allows officers to process detainees quickly without leaving jurisdiction for long periods of time, keeping officers within City limits and available to respond to calls for service. The Police Department's jail is staffed by Dispatcher/Jailers, a unique dual-role position combining communications and jailer functions. Historically, the dual-role position was not as uncommon and therefore made it easier to recruit and retain employees. However, over the last several years, cities have more commonly opted to keep the two functions of dispatcher and jailer separate making the positions more attractive as standalone functions.

Importantly, the Board of State and Community Corrections (BSCC) requires at least one person on duty at all times to be immediately available and accessible to incarcerated people in the event of an emergency. The dual role of Dispatcher/Jailer is not always suitable for these regulatory requirements. Following discussions with executive and police management, and in partnership with representatives of the impacted bargaining groups, staff evaluated various operational alternatives. Staff proposes to implement a one-year pilot program and contract with a third-party to operate the jail and perform park patrols and parking enforcement duties.

Strategic Plan Goal(s):

Goal No. 2: Community Safety: Maintain community safety by supporting public safety services and increasing emergency preparedness.

Goal No. 5: High Functioning Government: Strengthen internal communication, recruitment, retention systems, and processes to increase the effectiveness and efficiency of City services.

Recommendations:

Authorize the City Manager to execute an agreement with Universal Protection Services LP DBA Allied Universal (Allied Universal), for jail services, park security, and parking enforcement for a one-year term effective July 1, 2026, through June 30, 2027, and a not-to-exceed contract amount of \$692,415 for one year, in a form approved by the City Attorney.

Fiscal Impact:

The proposed agreement for the one-year pilot program includes a not-to-exceed annual amount of \$692,415, proposing an increase of current operating costs by \$585,271 for the proposed FY2026-27 operating budget. Staff recommends funding the difference of the one-year pilot program for Jail Service and Parking Enforcement, and an additional \$14,729 in contingency, using the Workforce Innovation Reserve, which is specifically intended to support initiatives that enhance or augment the City's workforce. Staff included the allocation in the proposed FY2026-27 Operational Budget. If approved, staff would incorporate these changes and present the updated budget to the City Council on June 23, 2026, as part of budget adoption.

Background:

The Signal Hill Police Department has operated its own jail detention facility since its inception. While there are several benefits to the Department having its own detention facility, by law it must comply with the Board of State and Community Corrections (BSCC) Title 15 of the California Code of Regulations, which establishes minimum standards and other operational requirements for local detention facilities. The BSCC conducts regular inspections of police facilities that operate a holding facility to ensure compliance, safety, and legal operation. The BSCC has historically worked with the Police Department to achieve compliance and has the authority to shut down detention facilities it deems to be unsuitable or persistently noncompliant.

Title 15 of the CCR includes minimum staffing standards for detention facilities and requires at least one person on duty at all times to be immediately available and accessible to incarcerated people in the event of an emergency. The City's Dispatcher/Jailers staff the dispatch center and operate the jail when not actively intaking or dispatching calls for service. The dual role allows staff to function primarily as dispatchers and operate as jailers when necessary. While the existing staffing model works if all positions are filled, the City has historically experienced challenges consistently recruiting qualified staff for this unique position. The Dispatcher/Jailer role is rare in contemporary municipal policing and only a small number of police departments in California continue employing this staffing model.

Analysis:

The City's Strategic Plan prioritizes Community Safety and a High-Functioning Government. The

Police Department proactively seeks opportunities to improve community engagement and operational efficiencies to prioritize the safety of the community. The City's jail system is an important element of Police Department Operations that includes evolving compliance standards that are more complex than in previous years. Nonetheless, the Police Department desires to meet this challenge by adoption a new staffing model that accomplishes several goals. As discussed throughout this report, the Police Department identified a need to address a long-standing operational issue to ensure the City continues to operate effectively its local jail, which provides various benefits to the Police Department and the community as discussed further below.

While not all police departments have their own detention facility, there are several advantages including maintaining local control and responsiveness; operational efficiency; and community and officer safety. The Department has direct oversight and supervision of the detention facility, and ensures quality control of the operations, maintenance, and staffing levels. Additionally, officers have the ability to detain individuals quickly, removing suspects from the streets, further enhancing community safety. Operationally, a local detention facility allows for a more efficient use of police officer time, alleviating the need for a police officer to drive to a County detention facility, located in the downtown Los Angeles, taking an officer away from the immediate local jurisdiction for three to four hours at one time.

The existing operating model for the jail provides adequate staffing for both the dispatch center and jail; however, compliance with Title 15 is contingent upon all budgeted positions being filled without vacancies and requires that at least two Dispatcher/Jailers be on duty at all times. While there are several benefits to having a detention facility, the Department has experienced challenges filling the dual role of Dispatcher/Jailer position, including filling all positions for an extended period of time. Additionally, due to the changes resulting from an evolving workforce, finding candidates capable of successfully performing the duties of the dispatch and jail functions has become more difficult, creating challenges with retention.

In December 2025, City representatives met with SHEA representatives to discuss viable options and agreed that compliance with Title 15 was the first and foremost priority, and that staffing the jail function of the Department with a third-party contractor would be the best approach to achieve compliance. The City discussed a one-year pilot program, allowing management staff time to assess the operational efficiency of separating the dispatching and jail functions. The pilot program would also allow current Dispatcher/Jailers to share their feedback with management and allow management to assess their comments and further evaluate the pilot program for a more permanent recommendation at the end of the contract term.

Contracting jail services provides the added benefit of transferring a significant portion of operational risk and liability from the City to the contracted provider. Under such an arrangement, the contractor assumes full responsibility for the administration, documentation, and management of the jail operations, including the handing of all required reports and records. The contractor is also held accountable for all activities within the facility, including incidents that may escalate and necessitate review or further investigation by external regulatory agencies.

RFP Circulation Process

The City has a contract in place that provides park security services. The contract with the current vendor expires on June 30, 2026. To align all the Department needs and for efficiency, the Police

Department prepared a Request for Proposals (RFP) to secure a vendor providing park security and incorporate jail services and parking enforcement services into a new contract. On March 2, 2026, staff issued a Request for Proposals (RFP) for park security, parking enforcement, and jail services. The City posted the RFP at the following locations:

- PlanetBids via the City's online portal
- City Website
- City's public notice locations as identified in Signal Hill Municipal Code Section 1.05.010.

The City notified prospective bidders of the bid opportunity through PlanetBids; the bids were due to the City on March 11, 2026, by 5:00pm. The City received 9 proposals from the following firms by the proposal deadline:

1. AM PM Nationwide Security Incorporated
2. Blackwater Public Safety
3. Egis Guard Company
4. GuardNow Incorporated
5. H&L Private Security
6. Safeguard on Demand Incorporated
7. Unified Protective Services Incorporated
8. Universal Protection Services LP, DBA Allied Universal Security Services
9. Veterans High Risk

Staff verified each proposal for completeness and compliance with City requirements and confirmed that all firms met the RFP criteria to have their proposal considered for an award of contract.

Evaluation Process and Consultant Selection

The reviewing committee, comprised of the Police Chief, Operations Lieutenant, Police Administrative Sergeant, and the Community Development Planning Manager, evaluated the qualified proposals based on the established criteria:

- a) Cost of Services;
- b) Ability, capacity, and skill of the proposer to perform the contract or provide the services required;
- c) Ability of the proposer to provide the services promptly or within the time specified, without delay or interference.
- d) Character, integrity, reputation, judgement, experience, and efficiency of the proposer.

On March 16, 2026, after an independent review and scoring by the reviewing committee, the top two

firms were invited to an interview to further evaluate their experience, skills, qualifications, and service approach.

Selection Process

Based on the technical proposal evaluations and interviews, the reviewing committee determined that Unified Protective Service LP, DBA Allied Universal Security Services (Allied Universal) best met the evaluation criteria, conveyed a clear approach and methodology through the review process, and demonstrated the qualification and competence necessary for the required services. Allied Universal has proven experience in custody environments with various municipalities and police departments including the cities of Garden Grove, Beverly Hills, Upland, Rialto, Barstow, Fontana, Buena Park, Fullerton, and Downey. The company also provides parking enforcement services for agencies including the cities of Huntington Beach, Anaheim, and Ontario.

Staff evaluated the proposed fees and negotiated any necessary adjustments with the consultant to ensure the completeness of the scope of services, and the reasonableness and competitiveness of the fees. Staff deemed the total not to exceed cost of \$692,415 per year reasonable based on the agreed-upon anticipated work to be delivered over the agreed upon terms. Approval of the proposed agreement would allow the department to achieve immediate compliance with Title 15 for jail operations, and continue to provide security for parks, while conducting additional parking enforcement.

At the conclusion of the one-year pilot program, staff would return with a presentation to the City Council with a recommendation after evaluating the pilot program and include input from Police Department personnel.

Reviewed for Fiscal Impact:

Siamlu Cox

Attachment(s):

A. Allied Universal Professional Services Agreement

AGREEMENT

CITY OF SIGNAL HILL

AGREEMENT FOR PROFESSIONAL JAIL, PARKING, AND SECURITY SERVICES WITH UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL PROTECTION SERVICES

1. PARTIES AND DATE

This Agreement for Professional Jail, Parking, and Security Services ("Agreement") is made and entered into this ninth day of June, 2026 by and between the City of Signal Hill, a municipal corporation organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Universal Protection Service, LP DBA Allied Universal Protection Services, an LLC, with its principal place of business at 450 Exchange Irvine CA 92602 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional Jail, Parking, and Security services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is properly certified/licensed and experienced in providing professional Jail, Parking, and Security services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Allied Universal project ("Project") as set forth in this Agreement.

2.3 Incorporation of Documents.

If applicable, this Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Notice Inviting Proposals, Request for Proposals, and Contractor's Proposal.

3. TERMS

3.1 Scope of Services and Term.

(a) General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Term. The term of this Agreement shall be for a period of one year from July 1, 2026 to July 1, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional two-year terms.***] In addition, and at City's sole discretion, the term may be extended administratively by up to 180 calendar days with the approval of the City's City Manager.

3.2 Responsibilities of Contractor.

(a) Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

(b) Schedule of Services/Time for Performance.

(i) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(ii) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of

governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

(c) Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

(d) Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Christopher Rike, Director of Operations and David Luu, General Manager.

(e) City's Representative. City hereby designates Police Chief Brad Kenneally, or his or her designee, to act as its representative for the performance of this Agreement (“City's Representative”). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

(f) Contractor's Representative. Contractor hereby designates Steve Clayton, President of the southwest region, or his or her designee, to act as its representative for the performance of this Agreement (“Contractor's Representative”). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

(g) Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

(h) Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professional contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits,

qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

(i) Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

(j) Labor

(i) Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and

1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(iv) Acknowledgment of Employment Relationship. Contractor shall provide each of its employees who it assigns to provide the Services with a copy of the "ACKNOWLEDGMENT OF EMPLOYMENT RELATIONSHIP" attached hereto as Exhibit D ("Acknowledgment"). Each employee who provides the Services must execute the Acknowledgment before Contractor may permit the employee to provide Services for City. Contractor shall provide a copy of each executed Acknowledgment to City upon City's request.

(v) Labor Code Compliance; Audit Rights. City shall have the right to audit Contractor's compliance with this Agreement and California Labor laws with respect to Contractor's personnel, including, but not limited to, Contractor's compliance with Sections 3.2.1, 3.2.10, and 3.6. Upon City's request, Contractor shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Contractor's personnel who provide the Services.

(k) Insurance.

(i) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(ii) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with limits of \$5,000,000 per occurrence and \$10,000,000 aggregate, for bodily injury, personal injury, and

property damage. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another. **No exclusions permitted for assault & battery, or abuse/molestation.**

- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount of \$2,000,000 combined single limit for each accident.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of \$1,000,000 per accident for bodily injury and disease.
- (4) Professional Liability (Errors & Omissions) Insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the amount of \$2,000,000 per claim and in the aggregate. Must cover jail operations, supervision, negligent hiring/training, and failure to monitor. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- (5) Umbrella Or Excess Liability Insurance. Contractor shall obtain and maintain an umbrella liability insurance policy with limits of \$5,000,000 that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
 - "Pay on behalf of" wording as opposed to "reimbursement";
 - Concurrence of effective dates with primary policies.

Contractor's excess liability or umbrella policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

- (6) Fidelity Bond coverage or Commercial Crime insurance: Contractor shall maintain Fidelity Bond coverage or Commercial Crime insurance which shall be written on a "loss sustained form" or "discovery form" with limits of \$1,000,000 per occurrence for Employee Dishonesty, Fraud, Depositor Forgery, Money Orders & Counterfeit money, Fraudulent Fund Transfers, and

Theft by Electronic Means. Said policy shall also include coverage for Money & Securities – On and Off Premises – including transportation by messenger, Fraudulent Instruction, Robbery and Burglary with limits of \$100,000 per occurrence. The City of Signal Hill, its officers, employees, and agents shall be named as Loss Payees. If the policy is written on a “discovery form,” it must include an extended reporting period of not less than one (1) year.

- (7) Cyber Security and Privacy Liability insurance. With limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate. If coverage is maintained on a claims-made basis, the Contractor shall maintain such coverage for an additional three (3) years following the termination of the contract.

(iii) Endorsements.

- (1) The policy or policies of insurance required by Section 3.2.(k)(ii), (1) Commercial General Liability, (2) Automobile Liability Insurance, (6) Fidelity Bond coverage or Commercial Crime and (7) Contractor's Cyber Security and Privacy Liability shall be endorsed to provide the following:
- a. Additional Insured: City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
 - b. Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
 - c. Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
 - d. Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.
 - e. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
 - f. Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.

- g. Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(2) The policy or policies of insurance required by Section 3.2(k)(ii)(4), Workers' Compensation shall be endorsed, as follows:

- a. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- b. Cancellation: Contractor agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying the City immediately in the event of Contractor's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

(iv) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(v) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(vi) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to

withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(vii) Acceptability of Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(viii) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(ix) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

(x) Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

(a) Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed SIX HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED AND FIFTEEN DOLLARS \$692,415 without written approval of City manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

(c) Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

(d) Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

(a) Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

(a) Termination of Agreement.

(i) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

(b) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

450 Exchange
Irvine CA 92602
Attn: Steve Clayton

City:

City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
Attn: Police Chief Brad Kenneally

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(c) Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

(d) Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

(e) Indemnification. By entering into this Agreement, Contractor agrees to assume all risk and liability arising out of the performances of the Services, the Project, or this Agreement, as further detailed below. Contractor's assumption of risk and duties to defend, indemnify, and hold harmless outlined in this Section 3.5(e) include any risk and liability arising from utilizing City property to perform the Services, the Project, or this Agreement and Contractor agrees to assume all risk and liability arising from its utilization of City property. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subconsultants and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, attorneys' fees and other related costs and expenses. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received

by City or its officials, officers, employees, agents or volunteers. This Section 3.5(e) shall survive any expiration or termination of this Agreement.

(f) Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

(g) Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

(h) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(i) City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

(j) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

(k) Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

(l) Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

(m) Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

(n) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

(o) No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

(p) Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(q) Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

(s) Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(t) Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

(u) Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

(v) Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

(w) Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

(x) Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.6 Independent Contractors and Subcontracting

(a) Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

(b) Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

Signatures on following page

SIGNATURE PAGE TO AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN
THE CITY OF SIGNAL HILL AND ALLIED
UNIVERSAL

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed
on the day and year first above written.

CITY OF SIGNAL HILL

ALLIED UNIVERSAL

By: _____
Mayor or City Manager

By: _____
Steve Clayton, President
Southwest Region

ATTEST:

By: _____
Christopher Bailey, Region Vice
President

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP City
Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall be responsible for the provision of all services considered under each of the three scopes of work below and in the manner set forth herein, collectively the "Services". The Contractor shall ensure assigned personnel are trained in all three areas and able to provide any services requested at any time throughout the durations of any shift(s) and/or the Term of the Agreement.

I. Contractor shall provide park security services ("Services ") and equipment as follows:

- A.** One (1) Armed Security Officer seven (7) nights a week, four (4) hours per night (specific hours to be determined by the City Police Department) for Hill Top Park. Hill Top Park security will consist of periodic patrol checks of the Hill Top Park area, or other parks as assigned, for violations of Signal Hill Municipal Code and State regulations.
- B.** One (1) Armed Security Officer four (4) nights a week, four (4) per night (specific hours to be determined by City Police Department), 16 hours per week. Park patrol security will consist of periodic patrol checks for all City parks for violations of Signal Hill Municipal Code and State regulations.
- C.** Two (2) marked security vehicles with light bar for high visibility.
- D.** Two (2) hand held radio for each Officer.
- E.** Two (2) Smart Cell Phones
- F.** All uniforms and security equipment as needed.
- G.** 24/7 hour patrol officer assistance as needed.
- H.** 24/7 hour dispatch center access.

II. Contractor shall abide by the following minimum standards:

A. Service Standards:

- 1. All personnel assigned by the contractor to perform work for the Signal Hill Police Department shall be a minimum of 21 years of age, must be physically capable of performing all duties as assigned, and must present a professional appearance acceptable to the Department. All assigned personnel must have a current, State - issued guard card and California_ State Driver's License.
- 2. Security Guard(s) shall perform their duties in an efficient, conscientious manner, and shall be courteous and helpful to all persons. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee.
- 3. Primary responsibilities of Security Guard(s) are observing and reporting. In addition, Security Guards are intended to serve as a visual and physical deterrent to crime. Security Guard(s) are to respond to calls for assistance, and are to call for Police or other emergency response as circumstances warrant. Security Guards will be required to inform the Signal Hill Police

Department of all activity via a daily log.

4. Security Guard(s) are intended to be the eyes and ears of the Signal Hill Police Department and ambassadors of goodwill to all citizens.
5. All incidents, suspicious or unusual, shall be reported to the appropriate authorities and documented by written incident reports or logs. Reports that are criminal in nature (i.e. burglary, robbery) shall be referred to the Signal Hill Police Department for documentation purposes. Each shift is responsible for documentation of calls for support and suspicious or unusual activities and incidents, and any other statistical data as required by the Signal Hill Police Department. The contract security company shall provide a daily activity log in a form approved by the Police Department.
6. Security Guard(s) shall have a standard uniform provided by the security company and approved by the Signal Hill Police Department. Uniforms must be cleaned and pressed daily. No rips or tears shall be allowed. Uniforms must fit properly. The Police Department specifically reserves the right to remove any individual due to unsatisfactory appearance.
7. Security company shall provide Guard(s) with cellular phones and two way radios.
8. Contracted security company shall have vehicle(s) that are approved by the Signal Hill Police Department. Vehicle(s) are to be in good working order and appearance. Vehicle (s) must have current registration. Proof of insurance shall be provided for each vehicle used. At a minimum, patrol vehicle will have an amber light installed on its roof. Vehicles must be clearly marked as a security patrol vehicle with Company's name and /or logo.
9. Signal Hill Police Department staff shall have direct access to a manager or shift supervisor, on duty, 24 -hours a day, seven -days per week. Contract security company shall provide phone numbers to Police Department staff.
10. Contract security company supervisor shall train, counsel, inspect and evaluate Security Guard(s). The Contract security company supervisor shall make frequent unscheduled inspections of personnel.
11. Security Guard(s) shall receive training from contract security company's trainers until they are proficient in the performance of their duties.
12. Signal Hill Police Department staff shall communicate with and work through contract security company's managers and shift supervisors for any service needed.

B. Contractor Personnel Requirements

1. Contractor Security Service. Contractor, at the Contractor's own expense, shall provide and furnish all labor, equipment, vehicle, and supplies for the assigned Security Guards for their performance of security services as specified. Contractor shall supply the Police Department with security service personnel who are properly trained, qualified and certified, and who meet the minimum requirements and qualifications called for in the contract. The costs for said labor; equipment, vehicles and supplies are included in the hourly fees charged by the Contractor for the various services.
2. Package of Minimum Qualifications. Contractor shall maintain personnel files. Files shall consist of a package of documents for each assigned Security Guard consisting of minimum qualifications and includes medical record, social security number, military services, arrest records, and previous employment. Contractor shall provide the Police Chief or his designee with written certification that each Guard assigned to the City conforms to all City's requirements and standards specified in the Request for Proposal.
3. Minimum Entry Requirements. All security personnel must have a high school diploma and/or GED equivalent.
4. Physical Examination. Any Security Guard assigned to work under the terms of this Contract shall be in good general health without physical defects or abnormalities, which could interfere with the performance of assigned duties. Security Guards must be fully capable of performing all duties requiring moderate to arduous physical exertion under either normal conditions and/or in emergency situations.
5. Criminal Background Check. Contractor shall complete a criminal background check of all Security Guards, and Operations Manager prior to assignment under the contract, and prior to assigning Security Guard to a City facility, site, and /or post. Thereafter, Contractor shall conduct an annual check, or as deemed necessary for security reasons. The criminal background check shall be for felony, misdemeanor and traffic . violations in all United States or countries that the individual has resided in the last five (5) years. Any Security Guard found failing to divulge a felony or misdemeanor conviction should not be assigned to the City's security services contract. All costs of these checks shall be at the Contractor's expense.

Security Guards /Guards and Operations Managers who have been involved in any of the following will not be accepted nor assigned to City security service:

- a. Felony Conviction
- b. Violent Misdemeanor Conviction
- c. Sex Crime Conviction
- d. Military discharge other than honorable
- e. Pattern of irresponsible behavior including, but not limited to, unreasonable driving or employment record (absenteeism, equipment

abuse, disciplinary problems, insubordination)

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

6. Licenses. The contractor shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business, including a Signal Hill Business License.
7. Literacy. All Security Guards shall have the ability to read, write, speak and understand English in and as set forth in regulations, written orders, instructions, and training instructions. Be able to prepare and compose reports, which convey complete information and are presentable for management and/or potential litigation review.

C. Regulations Regarding Weapon Safety

1. Firearms

- a. One (1) handgun may be carried by assigned security Guards if they are properly licensed by the California Bureau of Consumer Affairs Bureau of Security and Investigative Services to do so. If carried, firearms shall be carried only in a typical police -type outward display or manner and in a typical police -type leather, outward waist - worn holster and in a holster which secures the weapon.
- b. No additional handgun shall be carried on person or in vehicle.
- c. No shotgun or other long -gun shall be carried on person or in vehicle.

2. Training in use of the Firearm

- a. Contractor shall ensure its security Guard personnel are trained on how to use and shoot the firearm by a State of California certified instructor.
- b. Written records of this training shall be kept updated and maintained by Contractor at all times throughout the term of this Agreement.

3. When to Unholster and When to Use the Firearm

- a. Contractor shall ensure its security Guard personnel are trained on when to unholster the firearm and when to use it by a State of California certified qualified instructor.
- b. Written records of this training shall be kept updated and maintained by Contractor at all times throughout the term of this Agreement.

4. Baton

- a. Contractor shall observe safeguards regarding the use of the batons at any and all work sites.

- b. The security Guard will have satisfactorily completed a course of instruction certified by the Department of Consumer Affairs Bureau of Security and Investigative Services Permit, in the carrying and use of the baton by a bureau - certified baton instructor.
- 5. Conduct. Contractor's Security Guards will be working in City parks, and as such, they must be polite, courteous, helpful, and interested in serving the public well. Professional standards are expected at all times while on a City post. The Police Chief's designated representative will routinely conduct surprise inspections to ensure the quality of contract Guards assigned to City parks. If it is determined that assigned Guards do not meet standards of courtesy, ethics, appearance, alertness, and preparedness, they will be removed from post immediately at the expense of the Contractor.
- 6. Soliciting. Soliciting by the Contractor and its Security Guards is prohibited on City premises. The Contractor shall inform Security Guards of this policy prior to commencing work under this Contract.
- 7. Personal Appearance.
 - a. Hair Standards: Security Guards shall keep their hair neat, clean, and well groomed.
 - Males shall keep their hair properly trimmed. The hair shall be at least moderately tapered, shall not extend below the top of the shirt collar nor cover any portion of the ear, and shall not interfere with the proper wearing of the uniform hat.
 - Females shall arrange their hair so that it does not extend below the bottom edge of the collar, nor interfere with vision in any way.
 - b. Sideburns: Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean- shaven, horizontal line. The flare (terminal portion of the sideburn) shall not exceed the width of the main portion of the sideburn by more than one fourth of the un -flared width. The sideburn shall be trimmed and neat in appearance.
 - c. Mustaches: A short and neatly trimmed mustache of natural color may be worn.
 - d. Beards: Security Guards shall be clean- shaven when reporting for duty. Security Guards with a medical condition, which precludes the security Guard shaving, shall be assigned duties requiring the least possible public exposure.
 - e. Fingernails: Security Guards' nails shall not extend more than ¼ inch from the tip of the finger or interfere in any way in the performance of the primary duties /task or with safe drawing of the firearm. Security Guards wearing fingernail polish shall use a conservative shade, without decals or ornamentation, and shall not detract from uniform appearance.

- f. Identification: the Contractor shall furnish identification insignia badges, shoulder patches, and nameplate.

D. Contractor Supervision Requirements

1. Operations Manager. The Contractor will assign an Operations Manager to ensure the required field supervision and training to the Security Guards under his/her supervision during the performance of their duties as required by the contract. The Operations Manager need not be present at all times but should ensure that Security Guards assigned to the City are well trained and effective in carrying out their assigned duties. This person will be the liaison to the City.
2. The Operations Manager shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract. Police Department staff will have direct access to a manager or shift supervisor, on duty, 24 -hours a day, seven days per week. Contract security company will provide phone numbers to Police Department staff.

E. Contractor Training Requirements

1. Security Guards: The Security Guards shall be trained in security services. The Security Guard should have in their possession the required permits, as listed in the License section of this Contract, during working hours and be properly licensed.
2. Operations Manager: shall be trained in security services, guard personnel supervision and patrolling procedures of all assigned City facilities /sites and locations, and be properly licensed.
3. Contractor shall maintain a training record for each Security Guard assigned to the City. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be made available to the Police Chief or his designee upon his request. The Police Chief or his designee may, from time -to -time, monitor the conduct of such training.

F. Equipment

1. Cell Phones. The Contractor shall furnish its Security Guards with cell phones and two-way hand held radios.
2. Related Equipment and Supplies. Contractor shall provide each security Guard with flashlights, pens, pencils, contractor forms, and other related supplies and equipment necessary to perform their duties.
3. Vehicles and Drivers. Contract shall have vehicles that are approved by the Signal Hill Police Department and comply with the following:
 - a. Be clearly marked as a security patrol vehicle on the front, back, and both sides with the Contractor's company name and /or logo.

- b. Be equipped with emergency lighting systems, in accordance with the California Vehicle Code for Security Guard vehicles, emergency road flares, and first aid kit.
- c. Be cleaned and well - maintained in safe operating condition.
- d. Contractor will maintain vehicle maintenance and inspection records for all vehicles used to provide security services to the Signal Hill Police Department, vehicles must also be properly licensed with current registration, and insured in accordance with State law.

III. Contractor shall provide Jail services (“Services”) and equipment as follows:

The City of Signal Hill Jail will be operating as a temporary holding facility governed by Title 15 of the California State Code. The jail has two cell blocks, which can house a total of thirteen prisoners, and one sobering cell used to house prisoners who are under the influence of drugs and/or alcohol.

Contractor shall provide services of a qualified security and staffing company to provide custody officer staffing support for the City’s jail facility. It is expressly understood that the City, through the Police Department, will retain complete operational control and management of the jail facility.. **The Contractor shall operate in compliance with all applicable California jail regulations, including Title 15, Title 24, BSCC Minimum Standards for Temporary Holding Facilities, and all Signal Hill Police Department Jail Policies and Manuals.**

Contractor is strictly limited to providing staffing services under the City's direction and control. At a minimum, these tasks shall include:

Staffing Support:

- 1) Provide qualified custody officers to support the jail facility according to the staffing structure and scheduling requirements described below. Contractor shall provide the following minimum staffing positions:
 - One (1) Account Manager to act as the Contractor’s primary liaison with the City.
 - One (1) Post Commander/Supervisor with a minimum of three (3) years of supervisory experience in a Type I or similar jail; Supervisor must respond to any incidents in the jail, complaints, or any incident that would require a Supervisor response. Supervisor should be available 24/7 for SHPD staff questions, concerns, and/or requests.
 - Two (2) unarmed Custody Officers trained to Title 15 standards to support 24/7/365 operations.
 - Minimum on-duty staffing of two (2) unarmed custody officers at all times, with gender-balanced staffing whenever feasible.
 - An additional trained custody officer available for callout within two (1) hour to cover absences or emergencies.

Ensure all custody officers meet or exceed the minimum qualifications set by the California Board of State and Community Corrections and any additional requirements set by the City, to include: All

custody officers must undergo and pass the following prior to assignment:

Ensure all custody officers meet or exceed the minimum qualifications set by the California Board of State and Community Corrections and any additional requirements set by the City, to include: All custody officers must undergo and pass the following prior to assignment:

- Seven (7) year employer review and history revealing meaningful employment.
- Education verification (High School Diploma or GED minimum)
- Drug screening test(pre-employment and ongoing random testing)
- Reference checks. Two (2) or more reference checks
- Forty (40) hours of Contractor's professional training.
- A "MMPI" psychological test. Psychological evaluation consistent with Title 15 standards
- DMV driving record review demonstrating safe driving criteria
- Full criminal history background check and Live Scan clearance
- Credit check demonstrating financial responsibility

Jail Operational Support:

The Contractor shall perform all jail functions in accordance with Signal Hill Police Department policies, including but not limited to:

- 1) Assist with inmate booking procedures, including searching, fingerprinting, photographing, inmate property documentation and storage, as directed by jail facility staff.
- 2) Evaluate prisoners for criteria relating to admittance to the jail facility, segregation of prisoners, need for medical attention, and providing meals (as needed).
- 3) Support inmate releases and transfers under jail facility staff supervision.
- 4) Perform regular security checks and maintain order within the facility per City-established protocols.
- 5) Assist in emergency response procedures (fire, medical, disturbance within the jail facility under jail facility staff direction.
- 6) Maintain accurate records and logs of all jail activities as required by the City.
- 7) Security checks at intervals compliant with Title 15
- 8) Suicide prevention protocols
- 9) Inmate medical screening questionnaire and refusal/clearance procedures
- 10) Inmate classification and segregation
- 11) Use-of-force reporting and documentation
- 12) Maintenance of inmate logs, reports, and required BSCC documentation
- 13) Transport of inmates to designated agencies or courts
- 14) Sanitation and facility cleanliness consistent with health and safety requirements
- 15) Maintain appropriate staffing levels as directed by the City to ensure the safety and security of inmates, staff, and visitors.

Training and Compliance:

All custody officers must complete:

- Provide 25 hours of initial training covering jail operations, emergency procedures, and ongoing training to all custody officers as required by California Penal Code Section 831, which includes “Court and Temporary Holding Facility Training” in compliance with the California Minimum Jail Standards, California Code of Regulations, Title 15, section 1024. Title 15/24 required training within six (6) months of assignment
- Ensure all custody officers are certified in an American Red Cross First Aid Course and CPR, suicide prevention, emergency response, narcan administration, and legal updates, including regular recertification as required by State and City jail standards.
- Ensure compliance with all relevant laws, regulations, and standards governing jail operations as directed by the City.
- Adhere to all City-implemented policies and procedures.
- CLETS Security Awareness certification

Transportation Services:

- 1) Provide trained personnel to transport inmates to and from court appearances, Long Beach Police Department Jail, Los Angeles County Jail IRC, Orange County Jail IRC as necessary.
- 2) Ensure all transportation staff are properly trained in inmate transport procedures and safety protocols.
- 3) Maintain and operate appropriate vehicles for inmate transportation, if required. Such vehicles will be equipped with cameras and will maintain a chain of custody for video filming, uploading, and storage.
- 4) Coordinate with the City and court schedules to ensure timely transportation of inmates for court appearances.

Administrative Support:

- 1) Provide scheduling of custody officers in accordance with City-determined needs.
- 2) Handle payroll and human resources functions for custody officers.
- 3) Maintain all necessary certifications and licenses for custody officers.

Reporting and Communication:

- 1) Provide regular reports to the Police Department on staffing levels and any incidents as required by the City.
- 2) Maintain open lines of communication with Police Department leadership.
- 3) Participate in periodic meetings with City and Police Department staff to discuss operations and address concerns.
- 4) **All incidents involving use of force, medical issues, attempted self-harm, or inmate injury must be reported immediately to the on-duty PD Watch Commander.**
- 5) **Contractor will ensure all documentation regarding any use of force, medical issues, attempted self-harm, or inmate injury is completed as soon as practical and in accordance with City policies.**
- 6) **Daily activity logs shall be submitted electronically to PD Jail Supervisors.**
- 7) Maintain accurate records and logs **as required under Title 15, Title 24, BSCC standards, and PD policies.**

Quality Assurance:

- 1) Implement and maintain a quality assurance program to ensure high service standards in line with City expectations.
- 2) Assess, conduct and document regular performance evaluations of custody officers.
- 3) Address any issues or complaints promptly and effectively with City leadership.
- 4)

IV. Contractor shall provide Parking Enforcement services (“Services”) and equipment as follows:

- Patrols assigned routes to enforce parking, street sweeping, and related traffic ordinances.
- Issues notices of violation¹ of statutes of the State of California and ordinances of the City of Signal Hill pertaining to parking of vehicles, including parking in restricted time zones, vehicles parked in handicapped stalls without appropriate permit, vehicles parked in an unsafe or illegal manner such as blocking driveways or double-parking.
- Travels with street-sweeping equipment and cites vehicles parked in violation of posted street sweeping and other parking signs and restricted zones.
- Reports damaged or inoperative parking meters, traffic signals, signs and markings.
- Deals courteously and tactfully with the public.
- May appear in court to testify against parking violators.
- Reports damaged or inoperative parking meters, traffic signals, signs and markings.
- Deals courteously and tactfully with the public.
- May appear in court to testify against parking violators.

EXHIBIT "B"

SCHEDULE OF SERVICES

RESERVED

EXHIBIT "C"
COMPENSATION

Signal Hill Custody and Parking Enforcement Services
Rate Card and Total Spend - Year 1

<u>Site</u>	<u>Post</u>	<u>HPW</u>	<u>Bill Rate</u>	<u>Holiday / OT Rate</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Signal Hill Jail	Unarmed Officers (2)	336	\$32.21	\$48.32	\$46,897.76	\$562,773.12
Sub-Total		336			\$46,897.76	\$562,773.12
<u>Direct Bills (Estimate)</u>						<u>Annual Cost</u>
Holiday Premium					\$602.70	\$7,232.40
Vehicle					\$1,841.00	\$22,092.00
Sub-Total					\$2,443.70	\$29,324.40
Sub-Total					\$49,341.46	\$592,097.52
Grand Total					\$49,341.46	\$592,097.52

Signal Hill Park Patrol and Parking Enforcement
Rate Card and Total Spend - Year 1

<u>Site</u>	<u>HPW</u>	<u>Bill Rate</u>	<u>OT Rate</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Signal Hill Park Patrol and Parking Enforcement 1 armed officer 8 hours per night	56	\$34.45	\$51.68	\$8,359.87	\$100,318.40
Grand Total				\$8,359.87	\$100,318.40

EXHIBIT "D"

[USE ONLY IF CONTRACTOR'S EMPLOYEES WILL BE WORKING OUT OF CITY OFFICES AND/OR USING CITY RESOURCES – ANYTIME THE WORKING RELATIONSHIP COULD ARGUABLY BE CONFUSED TO SUGGEST THAT THE CONTRACTOR'S EMPLOYEES ARE ACTUALLY CITY EMPLOYEES – DELETE THIS NOTE IF EXHIBIT USED; DELETE THIS EXHIBIT IF IT IS INAPPLICABLE]

ACKNOWLEDGMENT OF EMPLOYMENT RELATIONSHIP

Universal Protection Services, LP DBA Allied Universal Protection Services ("AU") provides Jail, Parking, and Security services for its public agency clients. One of AU's clients is the City of Signal Hill ("City"). AU and the City are parties to a Professional Services Agreement ("Agreement"), pursuant to which AU provides a variety of services to the City as called for in the Agreement ("Services").

In connection with AU's performance of the Agreement, it assigns its employees to provide the Services. Because AU has assigned you as one of its employees who will provide the Services, which may include working out of the City's offices or utilizing the City's resources, it is important that you understand that you are an employee of AU, and not an employee of the City.

By signing below, you acknowledge and agree to the following:

- You are an employee of AU. AU will set your working days and hours, set your assignments (which may be with entities other than City), evaluate your performance, handle disciplinary matters, pay your wages, and provide any required or offered benefits.
- You are not an employee of the City. The City does not set your working days or hours, evaluate your performance, handle disciplinary matters, pay your wages, or provide any benefits of any kind.
- By providing the Services on behalf of AU, neither you or the City intend to create an employment relationship as between you and the City.
- The City may provide general instructions to you regarding the results or objectives it wants achieved in connection with the Services. However, only AU may instruct you on the manner or means by which you provide such Services.
- If you believe the City is attempting to control the manner or means by which you provide the Services, or otherwise exercise control over you beyond the setting of objectives, goals or deadlines, you must immediately notify AU.

Signature: _____

Print: _____

Date: _____

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CITY OF SIGNAL HILL

STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: GREG KAPOVICH
COMMUNITY DEVELOPMENT DIRECTOR**

SUBJECT: HERITAGE SQUARE DISPOSITION AND DEVELOPMENT AGREEMENT

Summary:

The Heritage Square mixed-use project occupies the land between Cherry Avenue to the east, Rose Avenue to the west, Crescent Heights Street to the north, and East Burnett Street to the south. In 2022, the City Council approved Specific Plan 23 for the site to accommodate a mixed-use development consisting of 54 townhomes, six single-family dwellings, and 48,400 square feet of commercial space.

The City of Signal Hill owns approximately 2.4 acres of the 7.8-acre site. Under the proposed Disposition and Development Agreement (DDA), the City would sell its portion to Signal Hill Petroleum (SHP) for redevelopment. Signal Hill Petroleum submitted an offer to purchase the City owned portion of the site to advance the development of the Heritage Square project. Based on City Council direction, staff negotiated a Disposition and Development Agreement that would provide the City with \$3,100,000 for the 2.4 acre portion of the property.

The Development Agreement outlines two concurrent phases for the project. The initial phase comprises 54 townhomes and six single-family dwellings, immediately followed by the construction of the commercial component in phase two. The Disposition and Development Agreement (DDA) establish an anticipated five-year timeline to complete the entitlement process, secure third-party remediation approvals, perform site cleanup, obtain building permits, and construct the project. While City staff and Signal Hill Petroleum acknowledge the schedule depends on oversight from external agencies-such as the LA County Site Mitigation Unit-both parties are committed to collaborating to advance both phases of the project as efficaciously as possible.

Staff recommends the City Council approve the proposed DDA, substantially in the form presented, to initiate the sale and redevelopment of the Heritage Square site.

Strategic Plan Goal(s):

Goal No. 1: Financial Stability: Ensure the City's long-term financial stability and resilience.

Goal No. 3: Economic & Downtown Development: Improve the local economy, support local businesses, and create a vibrant downtown core.

Goal No. 4: Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.

Recommendation:

Staff recommends the City Council approve the proposed Disposition and Development Agreement between the City of Signal Hill and Signal Hill Petroleum, for the sale of 2.4 acres of land (APNs 7214-005-900 through 904) and development of the mixed-use project known as Heritage Square.

Fiscal Impact:

The recommendation would have a positive impact on the City's General Fund. At the conclusion of the proposed Due Diligence period associated with the proposed Disposition and Development Agreement, the City would receive a total of \$3,100,000 in one-time funds. The development would also generate one-time development impact fees and result in a new commercial center that would add to the City's sales tax base.

Analysis:

The Heritage Square mixed-use project serves as one of the City's primary housing sites in the 6th cycle Housing Element. The City Council approved the Housing Element in 2022, and the Department of Housing and Community Development (HCD) certified it in October of that same year. As part of this approval, the City rezoned the Heritage Square site to the Heritage Square Central Business District Specific Plan (SP-23). This designation allows for mixed-use commercial and residential development. The City also approved development standards that establish a residential density of 60 units and 48,400 square feet of commercial space.

The 7.8-acre project site sits between Cherry Avenue to the east, Rose Avenue to the west, Crescent Heights Street to the north, and East Burnett Street to the south. The City of Signal Hill currently owns approximately 2.4 acres and intends to sell this portion to Signal Hill Petroleum. The Heritage Square Central Business District Specific Plan permits 54 townhomes, 6 single-family dwellings, and 48,400 square feet of commercial space. Under the Disposition and Development Agreement (DDA), the developer would complete the project in two phases. In the first phase, the developer would construct residential units; the second phase would focus on the commercial portion.

The Agreement (DDA) establishes an anticipated five-year timeline to complete the project. For the City Council's information, staff has summarized key milestones and deadlines below:

Milestone Description	Anticipated Deadline
Due Diligence Period Completion	February 2027
Property Purchase Payment (\$3,100,000)	March 2027
Entitlement Package Submittal	July 2027
Entitlement Workshop	October 2027
Planning Commission Review	November 2027
City Council Review	December 2027
Site Remediation Completion	January 2029
Building Permit Issuance	October 2029
Phase 1 Construction Start	October 2029
Phase 1 Construction Completion	October 2031
Phase 2 Construction Start	April 2030
Phase 2 Construction Completion	October 2031

The developer agreed to pay the City \$3,100,000 to purchase the 2.4 acres of city-owned property. Additionally, the DDA outlines a property swap. In exchange for the City's 21,123 square-foot lot at the southeast corner of Cherry Avenue and Burnett Street, the developer would provide a property of similar size and value. Staff would return to the City Council with the proposed property exchange prior to the end of the eight-month due diligence period. This exchange enables a design that ensures a seamless transition into the adjacent Crescent Heights Historic District. Specifically, the site plan would allow single-family homes on the western edge facing Rose Avenue, while strategically concentrating the project's commercial components along Cherry Avenue.

The developer must also submit a \$100,000 deposit to the City upon executing the DDA. The City then affords SHP an eight-month due diligence period to perform economic market analyses, exploratory drilling, well assessments, and abatement procedures. Once this period concludes, the developer owes the City the remaining \$3,000,000 balance. Over the proceeding development period, the developer proposes to amend the Specific Plan to right-size the commercial component, remediate the site's oil well history, obtain building permits, and finish construction.

The City Council previously reviewed and considered the Heritage Square development as part of the Environmental Impact Report (EIR) (SCH No. 2021050296) prepared for the 6th Cycle Housing Element and certified the EIR on September 27, 2022. Pursuant to CEQA, when taking subsequent discretionary action in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under the Public Resources Code section 21166 and State CEQA Guidelines section 15162 require additional environmental review. Staff evaluated approving the DDA in light of the standards for subsequent environmental review outlined in Public Resources Code section 21166, State CEQA Guidelines section 15162.

The previously certified EIR evaluated a maximum of 60 residential units and 48,400 square feet of commercial space. Although the developer intends to amend the existing entitlements, the proposed residential density remains unchanged, and the commercial square footage would remain at or below the level analyzed in the EIR. As such, the proposed project is consistent with the previously certified

6/9/2026

EIR, and under State CEQA Guidelines section 15162, no additional environmental review is required. Accordingly, no further environmental review is necessary at this time. If the developer substantially modifies or expands the project in the future, additional environmental review may be required. Based on these findings, staff will prepare and file a Notice of Determination within five (5) working days following project approval

Conclusion:

The City of Signal Hill and Signal Hill Petroleum share a mutual interest in Heritage Square. Through negotiations, the parties plan to work collaboratively on a project that meets the City's goals: providing more housing, fulfilling Regional Housing Needs Assessment requirements, and creating new commercial opportunities for the community. Staff recommends the City Council approve the proposed DDA, substantially in the form presented, to initiate the sale and redevelopment of the Heritage Square site.

Reviewed for Fiscal Impact:

Siamlu Cox

Attachment:

A. Disposition and Development Agreement

2026 DISPOSITION AND DEVELOPMENT AGREEMENT
(_____)

between

THE CITY OF SIGNAL HILL
a California Charter City

and

SIGNAL HILL PETROLEUM
a California limited liability company

This 2026 DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”) is dated as of _____, 2026 (“**Date of Agreement**”), for reference purposes only, and is entered into by and between the City of Signal Hill, a California charter city (“**City**”) and Signal Hill Petroleum, a California limited liability company (“**Developer**”). The City and the Developer are sometimes referred to in this Agreement, each individually, as a “**Party**,” or collectively, as the “**Parties**.”

RECITALS

This Agreement is entered into with reference to the following recitals of fact (“**Recitals**”) that City and Developer believe to be true as of the Effective Date of this Agreement:

A. The City is the owner of that certain real property located between Cherry Avenue, Rose Avenue, Crescent Heights Street, and East Burnett Street, Signal Hill (APNs 7214-005-900, 7214-005-901, 7214-005-902, 7214-005-903, and 7214-005-904) and more specifically described in Exhibit A attached hereto and incorporated herein by this reference (“**Property**”),

B. The Property is located in the SP-23 (Heritage Square Central Business District Specific Plan) zone in the City. The Property's General Plan designation is Town Center. SP-23 was established in October 2022 to provide for integrated mixed-use commercial and residential development which encourages pedestrian activities and commercial opportunities, consistent with the City's General Plan.

C. The historical use of the Property is an oil field, with fifteen (15) previously abandoned oil wells, eight (8) idle wells and one (1) active well on the Property. In addition to current oil operations, oil derricks, sumps and aboveground storage tanks were previously located on the Property. To prepare for development, Developer commits to undertaking efforts to abandon or re-abandon the wells on the Property in accordance with the City of Signal Hill's well abandonment equivalency standards.

D. The Property consists of four Assessor Parcel Numbers ("APN"), identified as APNs 7214-005-901, 7214-005-902, 7214-005-903, and 7214-005-904. Parcels 7214-005-901 and 7214-005-902 have a land area of 34,800 square feet and are impacted by two (2) idle and three (3) abandoned oil wells. The Property is encumbered by an oil and gas lease with surface use rights and the Signal Hill West Unit Agreement. The Signal Hill West Unit Agreement is an effective "blanket" easement which allows the Developer, as the Unit Operator, to use and occupy the surface and subsurface of the Property. Parcels 7214-005-903 and 7214-005-904 have a land area of 48,600 square feet, are not encumbered with oil and gas surface use rights but are impacted by two (2) abandoned oil wells.

E. Developer is the owner of that certain real property located between Cherry Avenue, Rose Avenue, Crescent Heights Street, and East Burnett Street, Signal Hill (APNs 7214-005-010, 7214-005-011, 7214-005-014, 7214-005-015, 7214-005-019, and 7214-005-020) and more specifically described in Exhibit A attached hereto and incorporated herein by this reference ("SHP Property").

F. Developer is the Unit Operator ("Unit Operator") as defined under that certain 4 unit agreement entitled "Unit Agreement, Signal Hill West Unit, Long Beach Field," a counterpart of which is recorded in Book M3998, page 596, Official Records of Los Angeles County, California (the "Unit Agreement:"). The Property is currently encumbered by the Unit Agreement.

G. Developer as Unit Operator, has the exclusive right to conduct operations on behalf of the Signal Hill West Unit (the "**Unit**") as defined in the Unit Agreement and all of the working interest owners of the Unit (the "**Working Interest Owners**") on the Property. In addition, pursuant to the terms of the Unit Agreement, Developer, as Unit Operator, has the exclusive right and power to release and surrender any Unit surface use rights on the Property to the Working Interest Owner or Owners whose interest includes the Property.

H. The Developer's proposed acquisition of the Property and subsequent entitlement (including securing a Specific Plan Amendment), construction and completion of the Project (as defined in this Agreement) on the Property pursuant to the terms of this Agreement is in the best interest of the City and the health, safety and welfare of the City's taxpayers and residents and is in accordance with the public purposes set forth in applicable law. Implementation of this Agreement will further the goals and objectives of the City's general plan by: (i) strengthening the City's land use and social structure, and (ii) alleviating economic and physical blight on the Property and in the surrounding community.

I. The City desires to sell the Property to the Developer for the development of the Project and the Developer desires to purchase the Property from the City for the same purpose.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City and Developer, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE I

DEFINITIONS; REPRESENTATIONS AND WARRANTIES; **EFFECTIVE DATE**

1.1 Definitions. All initially capitalized terms not otherwise defined in this Agreement shall have the following meanings:

1.1.1 "Affiliate" means and refers to any person or entity, directly or indirectly, Controlling or Controlled by or under common Control with the Developer, whether by direct or indirect ownership of equity interests, by contract or otherwise.

1.1.2 "CEQA" means the California Environmental Quality Act, Public Resources Code Sections 21000, et seq.

1.1.3 "City" means the City of Signal Hill, California, a California charter city.

1.1.4 “City Manager” means the City Manager of the City or his or her designee or successor in function.

1.1.5 “City’s Title Notice Response” means the written response of the City to the Developer’s Title Notice, in which the City either (i) elects to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer’s Title Notice, or (ii) elects not to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer’s Title Notice.

1.1.6 “Close of Escrow” or “Closing” means the recording of the Grant Deed for the Property in the Official Records of the Recorder of the County, and completion of each of the actions set forth in ARTICLE III by the Escrow Holder for the City to sell the Property to the Developer and the Developer to purchase the Property from the City.

1.1.7 “Control” means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by ownership of equity interests, by contract or otherwise.

1.1.8 “Controlling” and “Controlled” mean and refer to exercising or having Control.

1.1.9 “County” means the County of Los Angeles, California.

1.1.10 “Development Impact Fees” shall mean all fees established and imposed upon the Project by the City pursuant to the Mitigation Fee Act as set forth in California Government Code Section 66000 et seq. and this Agreement.

1.1.11 “Developer’s Title Notice” means a written notice from the Developer to the City indicating the Developer’s acceptance of the state of the title to the Property, as described in the Preliminary Report, or the Developer’s objection to specific matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy for the Property, describing in suitable detail the actions that the Developer reasonably believes are indicated to cure or correct each of the Developer’s objections.

1.1.12 “Developer’s Title Notice Waiver” means a written notice from the Developer to the City waiving the Developer’s previous objection in the Developer’s Title Notice to specific matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy for the Property.

1.1.13 “Due Diligence Investigations” means the Developer’s due diligence investigations of the Property to determine the suitability of the Property for development of the Project, including, without limitation, investigations of the environmental and geotechnical suitability of the Property, as deemed appropriate in the reasonable discretion of the Developer, all at the sole cost and expense of the Developer.

1.1.14 “Due Diligence Investigation Conclusion Notice” means a written notice of the Developer delivered to the City and the Escrow Holder, prior to the end of the Due Diligence Period, indicating the Developer’s acceptance of the condition of the Property or indicating the Developer’s rejection of the condition of the Property and refusal to accept a conveyance of fee title to the Property, describing in reasonable detail the actions that the Developer reasonably believes are indicated to allow the Developer to accept the condition of the Property.

1.1.15 “Due Diligence Period” means the date commencing on the Effective Date and ending at 5:00 p.m. on the Two Hundred and Forty-Fourth (244th) day following the Effective Date.

1.1.16 “Earnest Money Deposit” means One Hundred Thousand Dollars (\$100,000.00) payable in cash or other immediately available funds. The Earnest Money Deposit shall include the remaining balance of the Initial Deposit.

1.1.17 “Effective Date” has the meaning ascribed to the term in Section 1.3.

1.1.18 “Environmental Claims” has the meaning ascribed to the term in Section 5.5.

1.1.19 “Environmental Laws” means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability of standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property, occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 USC Section 1251 et seq.]; the Toxic Substances Control Act (“TSCA”) [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act (“HMTA”) [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.]; the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.]; the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws,

ordinances, or regulations relate to hazardous substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.20 “**Environmental Matters**” has the meaning ascribed to the term in Section 5.5.

1.1.21 “**Escrow**” has the meaning ascribed to the term in Section 2.1.

1.1.22 “**Escrow Closing Date**” has the meaning ascribed to the term in Section 33.6.

1.1.23 “**Escrow Holder**” means Chicago Title Insurance Company.

1.1.24 “**Escrow Opening Date**” has the meaning ascribed to the term in Section 3.1.

1.1.25 “**Event of Default**” has the meaning ascribed to the term in Section 6.1.

1.1.26 “**FIRPTA Affidavit**” means an affidavit complying with Section 1445 of the United States Internal Revenue Code.

1.1.27 “**Grant Deed**” means a deed in the form of Exhibit D to this Agreement, conveying all of the City’s interest in the Property to the Developer.

1.1.28 “**Governmental Agency**” means any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or later in existence.

1.1.29 “**Governmental Requirements**” means all codes, statutes, ordinances, laws, permits, orders, and any rules and regulations promulgated thereunder of any Governmental Agency.

1.1.30 “**Hazardous Substances**” means, without implied limitation, substances defined as “hazardous substances,” “hazardous material,” “toxic substance,” “solid waste,” or “pollutant or contaminate” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.; the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601, et seq.]; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor authority, as hazardous substances [40 CFR Part 302]; and those substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code or, as “hazardous substances” in Section 25316 of the California Health and Safety Code; other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under federal, state, or local laws or regulations and in the regulations adopted pursuant to said laws, and shall also include manure, asbestos, polychlorinated biphenyl, flammable explosives, radioactive material, petroleum

products, and substances designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317.

1.1.31 “Indemnified Parties” has the meaning ascribed to the term in Section 6.4.

1.1.32 “Lender” means any state or federally chartered bank, savings and loan, capital investment group, or other third party financial institution which routinely makes Loans to developments and developers such as the Project and the Developer in the normal course of business.

1.1.33 “Lien” means any mortgage, deed of trust, or other security instrument encumbering Developer’s fee interest in the Property and/or Project, or any part thereof, or any pledge or other agreement given as security for the repayment of a Loan and by which a Lender would be able to acquire any interest in the Developer upon the Developer’s breach of any obligation under the Lender’s Loan Documents.

1.1.34 “Loan” means any loan or third party equity/capital contribution (e.g. mezzanine financing) for the Project other than that provided by the City.

1.1.35 “Normal Business Hours” means the normal business hours of the City. As of the Effective Date, the City’s normal business hours are Monday through Friday, between the hours of 7:30 a.m. and 5:30 p.m. Pacific Time.

1.1.36 “Notice of Agreement” means the notice in the form of Exhibit E to this Agreement to be recorded against the Property at the Close of Escrow to provide constructive record notice of the existence and application of this Agreement to the Property.

1.1.37 “Party” means, individually, the City or the Developer, as applicable.

1.1.38 “Parties” means, collectively, the City and the Developer.

1.1.39 “PCO Statement” means a preliminary change of ownership statement provided for in California Revenue and Taxation Code Section 480.3.

1.1.40 “Permitted Exceptions” means (i) any and all items shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that the Developer accepts; (ii) any exceptions from coverage under the proposed Title Policy resulting from the Developer’s activities on the Property; (iii) non-delinquent property taxes and assessments; (iv) this Agreement; or (v) the Grant Deed.

1.1.41 “Permitted Transfer” means and refers to any of the following types of Transfers by the Developer, with regard to the Property and not the SHP Property, where the person or entity to which such Transfer is made expressly assumes the obligations of the Developer under this Agreement in a written instrument satisfactory to the City.

1.1.41.1 Any Transfer of stock or equity of the Developer that does not change management or operational Control of the Property or the Project; and

1.1.41.2 Any Transfer of any interest in the Developer or the Property or Project or any portion thereof irrespective of the percentage of ownership (i) to any other owner of any interest in the Developer; or (ii) to any Affiliate, or (iii) to any other person or entity in which any holder of an interest (including any beneficial interest) in the Developer is a manager, officer or partner or in which any of the aforementioned is a shareholder, member or partner (including a beneficial owner).

1.1.42 “**Preliminary Report**” means a preliminary report issued by the Title Company in contemplation of the issuance of the Title Policy, accompanied by legible copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed Title Policy. The Parties acknowledge that they may prepare one (1) or more Preliminary Reports for each parcel, or group of parcels, comprising the Property. In such case, all reports, notices, and objection letters which pertain to the Preliminary Report for the entirety of the Property shall apply separately to each Preliminary Report associated with a parcel or a group of parcels.

1.1.43 “**Project**” means the construction and redevelopment of the Property and the SHP Property, including all required or associated on-site and off-site improvements, all hardscape and all landscaping, all as described in the Scope of Development, and all to be developed in accordance with the Schedule of Performance.

1.1.44 “**Property**” means that real property, and all current and future improvements thereon (including, without implied limitation, a portion of the Project), legally described in Exhibit A.

1.1.45 “**Property Transfer**” means and refers to any “change in ownership,” as defined in Revenue and Taxation Code Sections 60, et seq., of all or any portion of the Property.

1.1.46 “**Purchase Price**” means the amount of Three Million One Hundred Thousand Dollars (\$3,100,000), in cash or immediately available funds.

1.1.47 “**Record**”, “**recorded**”, “**recording**” or “**recordation**” each mean and refer to recordation of the referenced document in the official records of the Recorder of the County of Los Angeles, California.

1.1.48 “**Schedule of Performance**” means the schedule for the performance of certain actions by the Parties pursuant to this Agreement, attached to this Agreement as Exhibit C.

1.1.49 “**Scope of Development**” means the description of the Project attached to this Agreement as Exhibit B.

1.1.50 “**SHP Property**” means that real property, and all current and future improvements thereon (including, without implied limitation, a portion of the Project), a legal description of which is included in Exhibit A.

1.1.51 “**Title Company**” means Chicago Title Company.

1.1.52 “**Title Policy**” means a standard CLTA owners’ policy of title insurance issued by the Title Company, with coverage in the full amount of the Purchase Price and insuring

fee title to the Property, subject only to the Permitted Exceptions. However, at Developer's option, Developer may acquire an ALTA extended coverage policy. City shall pay for the standard CLTA policy. Developer shall pay for any additional or ALTA extended coverage policy.

1.1.53 "Transfer" means any of the following:

1.1.53.1 Any total or partial sale, assignment, conveyance, trust, power, or transfer in any other mode or form, by the Developer of more than a 49% interest in the Developer's interest in this Agreement, the Property, or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in the Developer's interest in this Agreement, the Property or the Project; or

1.1.53.2 Any total or partial sale, assignment, conveyance, or transfer in any other mode or form, of or with respect to any interest in the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in any interest in the Developer; or

1.1.53.3 Any merger, consolidation, sale, or lease of all or substantially all of the assets of the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest of all or substantially all of the assets of the Developer; or

1.1.53.4 Any Property Transfer; or

1.1.53.5 The recordation of any deed of trust, mortgage, Lien or similar encumbrance against all or any portion of the Property or the Project.

1.1.53.6 For avoidance of doubt "Transfer" shall exclude any total or partial sale, assignment, conveyance, trust, power, or transfer in any other mode or form, by the Developer of the SHP Property.,

1.1.54 "Unavoidable Delay" means any delay that is caused exclusively by the other party or that is beyond the control of the City or the Developer, including delay caused by strikes, acts of God, weather, inability to obtain labor or materials, inability to obtain governmental permits or approvals, governmental restrictions, civil commotion, fire or similar causes, but excluding circumstances subject to Section 1.1.1.

1.2 Representations and Warranties.

1.2.1 City Representations and Warranties. The representations and warranties of City contained in this Section 1.2.1 shall be based upon the actual knowledge of the City Manager as of the Effective Date. All representations and warranties contained in this Section 1.2.1 are true and correct as of the Effective Date. City's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. City hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement

by Developer has been made in material reliance by Developer on such covenants, representations and warranties:

1.2.1.1 City is a California charter city, duly formed and operating under the laws of the State of California. City has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transactions contemplated hereby.

1.2.1.2 The persons executing any instruments for or on behalf of City have been authorized to act on behalf of City and this Agreement is valid and enforceable against City in accordance with its terms and each instrument to be executed by City pursuant hereto or in connection therewith will, when executed, shall be valid and enforceable against City in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of and compliance with this Agreement by City.

1.2.1.3 City has taken all requisite action and obtained all requisite consents for agreements or matters to which City is a party in connection with entering into this Agreement and the instruments and documents referenced herein and in connection with the consummation of the transactions contemplated hereby.

1.2.1.4 If the City becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the City under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the City's knowledge and/or belief as of a certain date, the City will give immediate written notice of such changed fact or circumstance to the Developer.

1.2.2 **Developer Representations and Warranties.** The representations and warranties of Developer contained in this Section 1.2.2 shall be based upon the actual knowledge of [INSERT NAME] as of the Effective Date. All representations and warranties contained in this Section 1.2.2 are true and correct as of the Effective Date. Developer's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. Developer hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by City has been made in material reliance by City on such covenants, representations and warranties:

1.2.2.1 Developer is a California limited liability company, lawfully entitled to do business in the State of California and the City. Developer has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and the instruments referenced herein on behalf of Developer hereby represent and warrant that such persons have the power, right and authority to bind Developer.

1.2.2.2 Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents

referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required for Developer's authorization to enter into Agreement.

1.2.2.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which Developer is a party or by which Developer may be bound, or under law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to Developer or to the Property.

1.2.2.4 This Agreement is, and all agreements, instruments and documents to be executed by Developer pursuant to this Agreement shall be, duly executed by and shall be valid and legally binding upon Developer and enforceable in accordance with their respective terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of in compliance with this Agreement by Developer.

1.2.2.5 If the Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the Developer's knowledge and/or belief as of a certain date, the Developer will give immediate written notice of such changed fact or circumstance to the City.

1.3 Effective Date. This Agreement is dated _____, 2026 for reference purposes only. This Agreement shall not become effective until the date on which all of the following are true ("**Effective Date**"): (i) this Agreement is approved and executed by the appropriate authorities of Developer and delivered to City; (ii) Developer has delivered to City a certified copy of the official action taken by all of the members of the Developer approving this Agreement, in the form attached to this Agreement as Exhibit F; (iii) following all legally required notices and hearings, this Agreement is approved by the City Council; and (iv) this Agreement is executed by the authorized representatives of City.

1.4 Exhibit List. The following is a list of the Exhibits attached to this Agreement. Each of the Exhibits is incorporated by this reference into the text of this Agreement.

<u>Exhibit A</u>	Legal Description of City Property and SHP Property
<u>Exhibit B</u>	Scope of Development
<u>Exhibit C</u>	Schedule of Performance
<u>Exhibit D</u>	Form of Grant Deed
<u>Exhibit E</u>	Form of Notice of Agreement
<u>Exhibit F</u>	Form of Official Action of Developer
<u>Exhibit G</u>	Form of Certificate of Completion
<u>Exhibit H</u>	Reingardt Property Grant Deed
<u>Exhibit I</u>	Reingardt Property Depiction

ARTICLE II

PROPERTY DISPOSITION

2.1 Purchase and Sale. In exchange for the Purchase Price and the Developer's other covenants and undertakings set forth in this Agreement, the City shall sell the Property to the Developer and the Developer shall purchase the Property from the City pursuant to the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the sale from the City to the Developer and the purchase by the Developer from the City of the Property pursuant to the terms of this Agreement, the City and the Developer agree to open an escrow ("**Escrow**") with the Escrow Holder. ARTICLE III of this Agreement constitutes the joint escrow instructions of the Parties to the Escrow Holder for completion of the Escrow for the sale of the Property, as contemplated by this Agreement. The Developer and the City shall execute such further escrow instructions, consistent with the provisions of this Agreement, as may be reasonably requested by the Escrow Holder. In the event of any conflict between the provisions of this Agreement and any other escrow instructions requested by the Escrow Holder, the provisions of this Agreement shall control.

2.2 Payment of Purchase Price. The Developer shall deposit the Purchase Price into Escrow, subject to credit to the Developer for the Earnest Money Deposit.

2.3 Earnest Money Deposit. Concurrent with its opening of the Escrow, the Developer shall deposit into Escrow the Earnest Money Deposit. The Escrow Holder shall deposit the Earnest Money Deposit into an interest bearing account. All interest earned on such funds shall be added to the original principal amount of the Earnest Money Deposit and be considered part of the same. The Earnest Money Deposit shall be nonrefundable upon the conclusion of the Due Diligence Period. Upon the Close of Escrow, the Earnest Money Deposit shall be credited to the Developer toward the Purchase Price and paid to the City as part of the Purchase Price. Should Escrow fail to close, the Earnest Money Deposit shall be forfeited by Developer and shall be paid to the City upon the cancellation of Escrow in accordance with Section 3.10.

2.4 Title Approval. As soon as practicable following the opening of the Escrow, the City shall obtain from Title Company the Preliminary Report and deliver a copy of the Preliminary Report to the Developer. Within thirty (30) days following the Developer's receipt of a Preliminary Report for the entire Property, the Developer shall deliver the Developer's Title Notice to the City. If the Developer fails to deliver the Developer's Title Notice to the City within thirty (30) days following the Developer's receipt of the Preliminary Report, the Developer will be deemed to disapprove the status of title to the Property and refuse to accept title to the Property, in which case the City shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement, in the City's sole discretion, without liability to the Developer or any other person, by delivery of a written notice of termination to the Developer and Escrow Holder. Within twenty (20) days following receipt by the City of Developer's Title Notice, if any, the City shall serve City's Title Notice Response. If Developer's Title Notice does not object to any matter in the Preliminary Report, the City shall not be required to serve City's Title Notice Response. If the City does not serve City's Title Notice Response, if necessary, within twenty (20) days following its receipt of Developer's Title Notice, the City shall be deemed to elect not to remove any matter objected to in Developer's Title Notice, if any, from the Preliminary Report. If the City

elects in City's Title Notice Response to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, the City shall cause the removal of each such objectionable matter from the Preliminary Report within sixty (60) days following receipt by the Developer of City's Title Notice Response or such other period of time that may be agreed to in writing by both the City and the Developer. If the City is unwilling or unable to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, then, within ten (10) days following the Developer's receipt of City's Title Notice Response stating that the City is unwilling to remove or cause the removal of any matter objected to in Developer's Title Notice or upon the expiration of the above sixty (60) day time period during which the City elected to remove such objectionable matters from the Preliminary Report and was unable to do so, the Developer may either (1) refuse to accept the title to and conveyance of the Property, in which case the Parties shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement without liability to either Party or any other person, by delivery of a written notice of termination to the Escrow Holder, or (2) waive its objection to any items set forth in Developer's Title Notice by delivering Developer's Title Notice Waiver to the City. Failure by the Developer to deliver Developer's Title Notice Waiver, where City's Title Notice Response or the City's failure to serve City's Title Notice Response indicates the City's election not to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, for the City to deliver City's Title Notice Response under this Agreement, will be deemed the Developer's continued refusal to accept the title to and conveyance of the Property, in which case the City shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement, in the City's sole discretion, without liability to the Developer or any other person, by delivery of a written notice of termination to the Developer and Escrow Holder.

2.4.1 If at any time prior to the Close of Escrow the Title Company issues an updated Preliminary Report containing any previously undisclosed matter affecting title to the Property, or the City becomes aware of any previously undisclosed matter affecting title to the Property, following the delivery of the Developer's Title Notice, the City shall provide written notice to the Developer of such matter, together with any updated Preliminary Report related to such matter. The City and the Developer shall have such rights and obligations with respect to such previously undisclosed title matters as they did with respect to any title matters set forth in the original Preliminary Report as set forth in Section 2.4.

2.4.2 Before exercising any right a Party may have under this Section 2.4 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable title matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable title matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such title matter unless such agreement is reduced to a writing which is approved by all Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving such title matter, or if any proposed agreement is disapproved by the City Council, the Escrow

shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10.

2.5 Developer Investigations.

2.5.1 The Developer shall have until the expiration of the Due Diligence Period (i.e., 244 days from the Effective Date, as set forth in Section 1.1.15) to complete all of its Due Diligence Investigations with respect to the entirety of the Property. The Developer shall complete all of its Due Diligence Investigations within the Due Diligence Period and shall conduct all of its Due Diligence Investigations at its sole cost and expense. The Developer shall rely solely and exclusively upon the results of its Due Diligence Investigations of the Property, including, without limitation, investigations regarding geotechnical soil conditions, compliance with applicable laws pertaining to the use of the Property by the Developer and any other matters relevant to the condition or suitability of the Property for the Project, as the Developer may deem necessary or appropriate. City makes no representation or warranty to the Developer relating to the condition of the Property or suitability of the Property for any intended use or development by the Developer. The Developer shall deliver a Due Diligence Investigation Conclusion Notice to the City and the Escrow Holder prior to the end of the Due Diligence Period. If the Developer does not unconditionally accept the condition of the Property by delivery of its Due Diligence Investigation Conclusion Notice indicating such acceptance prior to the end of the Due Diligence Period, the Developer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property. If the condition of the Property is rejected or deemed rejected by the Developer, then the City shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement, in the City's sole discretion, without liability to the Developer or any other person, by delivery of a written notice of termination to the Developer and Escrow Holder. The Developer shall accept all conditions of the Property, without any liability of the City whatsoever, upon the Developer's acceptance of the condition of the Property indicated in its Due Diligence Investigation Conclusion Notice. The Developer's delivery of its Due Diligence Investigation Conclusion Notice indicating the Developer's unconditional acceptance of the condition of the Property shall evidence the acceptance of the condition of the Property by the Developer in its existing "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition, as of the last day of the Due Diligence Period. In its sole discretion, the Developer may accept the Property in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition at any time before the end of the Due Diligence Period. The Developer shall conduct during the Due Diligence Period such environmental assessment(s) of the Property as the Developer deems appropriate.

2.5.2 Any Due Diligence Investigations of the Property by the Developer shall not unreasonably disrupt any then-existing use or occupancy of the Property or the operations of the City. The Developer shall be liable for any damage or injury to any person or property arising from the acts of the Developer, its employees, agents or representatives during the course of any Due Diligence Investigations on the Property and the Developer shall indemnify, defend with counsel reasonably acceptable to the City and hold harmless the City and its elected officials, officers, directors, attorneys, contractors, agents and employees from any and all actual or alleged liens, claims, demands or liability arising from any Due Diligence Investigations by the Developer on the Property.

2.5.3 Before exercising any right a Party may have under this Section 2.5 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable Due Diligence matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable Due Diligence matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such Due Diligence matter unless such obligation is reduced to a writing which is approved by all Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving the objectionable Due Diligence matter, or if any proposed agreement is disapproved by the City Council, the Escrow shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10.

2.6 Alternate Site for Affordable Housing. City shall take one of the following steps toward development of the City-owned property located at 2745 Walnut Ave. ("Walnut Site") as a residential project containing at least 74 units, of which at least 50 percent shall be covenant-restricted for lower-income households: (1) execute a Disposition and Development Agreement with National Community Renaissance of California for the Walnut Site; or (2) issue a Request for Proposals seeking an affordable-housing developer to enter into a Disposition and Development Agreement for the Walnut Site. In any case, the City's failure to fulfill these obligations shall not constitute an Event of Default under this Agreement.

ARTICLE III

ESCROW INSTRUCTIONS

3.1 Opening of Escrow. For purposes of this Agreement, the opening of Escrow shall be the first date on which a fully executed copy of this Agreement and Earnest Money Deposit are deposited with Escrow Holder ("**Escrow Opening Date**"). The Developer shall cause the Escrow to be opened within five (5) days following the Effective Date. Escrow Holder shall promptly confirm in writing to each of the Parties the date of the Escrow Opening Date. This ARTICLE III shall constitute the joint escrow instructions of the City and the Developer to Escrow Holder for conduct of the Escrow to complete the purchase and sale of the Property between them, as contemplated in this Agreement.

3.2 Conditions to Close of Escrow. The conditions set forth below shall be satisfied or waived in writing by the respective benefited Party on or before the Escrow Closing Date or the Party benefited by any unsatisfied condition shall not be required to proceed to close Escrow.

3.2.1 Developer's Conditions to Close of Escrow. The Developer's obligation to purchase the Property from the City on the Escrow Closing Date shall be subject to

the satisfaction of the following conditions precedent, each of which can only be waived in writing by the Developer:

3.2.1.1 The Developer agrees to accept the title to and conveyance of the Property, pursuant to Section 2.4;

3.2.1.2 The Developer delivers its Due Diligence Investigation Conclusion Notice to both the City and Escrow Holder indicating the Developer's unconditional acceptance of the condition of the Property, prior to the expiration of the Due Diligence Period;

3.2.1.3 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.1.4 The City deposits the items into the Escrow required by Section 3.4;

3.2.1.5 The representations, warranties and covenants of the City set forth in Section 1.2.1 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date; and

3.2.1.6 The City has completed all of their material obligations required by this Agreement to be completed prior to the Close of Escrow.

3.2.2 **City's Conditions to Close of Escrow.** The City's obligation to sell the Property to the Developer on or before the Escrow Closing Date shall be subject to the satisfaction of the following conditions precedent, which can only be waived in writing by the City:

3.2.2.1 The Developer has deposited the Purchase Price less the Earnest Money Deposit into Escrow;

3.2.2.2 The Developer agrees to accept the title to and conveyance of the Property, pursuant to Section 2.4;

3.2.2.3 The Developer delivers its Due Diligence Investigation Conclusion Notice to both the City and Escrow Holder indicating the Developer's unconditional acceptance of the physical condition of the Property, prior to the expiration of the Due Diligence Period;

3.2.2.4 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.2.5 The Developer has completed all of its material obligations required by this Agreement to be completed prior to the Close of Escrow;

3.2.2.6 The representations, warranties and covenants of the Developer set forth in Section 1.2.2 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date; and

3.2.2.7 The Developer deposits the funds and items into the Escrow required by Section 3.3 for the Escrow.

3.3 Developer's Escrow Deposits. Following satisfaction or waiver of each of the Developer's conditions to Close of Escrow set forth in Sections 3.2.1, as applicable, the Developer shall deposit the following funds and documents into Escrow at least two (2) business days prior to the Escrow Closing Date in a writing delivered to the Parties:

3.3.1 Purchase Price and Other Funds. Purchase Price, less the amount of the Earnest Money Deposit, plus any additional funds required to be deposited into Escrow by the Developer under the terms of this Agreement to close the Escrow, all in immediately available funds.

3.3.2 PCO Statement. A PCO Statement executed by the authorized representative(s) of the Developer.

3.3.3 Acceptance of Grant Deed. The Certificate of Acceptance of the Deed, in the form attached to the Grant Deed, executed by the authorized representative(s) of the Developer in recordable form.

3.3.4 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the Developer in recordable form.

3.4 City's Escrow Deposits. Following satisfaction or waiver of each of the City's conditions to Close of Escrow set forth in Sections 3.2.2, as applicable, the City shall deposit the following documents into Escrow at least two (2) business days prior to the Escrow Closing Date:

3.4.1 Grant Deed. The Grant Deed executed by the authorized representative(s) of the City in recordable form.

3.4.2 FIRPTA Affidavit (City). The FIRPTA Affidavit completed and executed by the authorized representative(s) of the City.

3.4.3 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the City in recordable form.

3.5 Closing Procedure. When each of the Developer's Escrow required deposits, as set forth in Section 3.3, and each of the City's Escrow required deposits, as set forth in Section 3.4, are deposited into Escrow, Escrow Holder shall request confirmation in writing from both the City and the Developer that each of their respective conditions to the Close of Escrow, as set forth in Section 3.2, are satisfied or waived. Upon Escrow Holder's receipt of written confirmation from both the City and the Developer that each of their respective conditions to the Close of Escrow are either satisfied or waived, Escrow Holder shall close the Escrow for the Property by doing all of the following:

3.5.1 Recordation of Documents. File the following with the Office of the Recorder of the County, for recordation in the order set forth in Section 3.7: (i) the Grant Deed, with the Developer's certificate of acceptance attached, and (ii) the Notice of Agreement.

3.5.2 Distribution of Recorded Documents. Distribute each recorded document to the Party or person designated for such distribution in Section 3.7.

3.5.3 PCO Statement. File the PCO Statement with the Office of the Recorder of the County.

3.5.4 FIRPTA Affidavit. File the FIRPTA Affidavit with the United States Internal Revenue Service.

3.5.5 Title Policy. Obtain and deliver the Title Policy to the Developer.

3.5.6 Purchase Price. Deliver the Purchase Price to the City, less the City's share of Escrow closing costs, and less any other charges to the account of the City, and return any remaining funds held by Escrow Holder for the account of the Developer to the Developer, less the Developer's share of Escrow closing costs, and less any other charges to the account of the Developer.

3.6 Close of Escrow. Close of Escrow shall occur no later than thirty (30) days from the end of the Due Diligence Period (the "**Escrow Closing Date**"). If for any reason the Close of Escrow has not occurred by the Escrow Closing Date, then any Party not then in default of this Agreement may cancel the Escrow and terminate this Agreement, subject to the notice and cure provisions of Section 6.1 (to the extent applicable), without liability to any other Party or any other person for such termination and cancellation, by delivering written notice of termination to the other Party(ies) and Escrow Holder and, thereafter, the Parties shall proceed pursuant to Section 3.10 if the non-terminating Party is not in default. Without limiting the right of any Party to terminate this Agreement, pursuant to the preceding sentence, if Escrow does not close on or before the Escrow Closing Date, and no Party has exercised its contractual right to cancel Escrow and terminate this Agreement before such time, then Escrow shall close as soon as reasonably possible following the first date on which Escrow Holder is in a position to close the Escrow pursuant to the terms and conditions of this Agreement.

3.7 Recordation and Distribution of Documents. As applicable, Escrow Holder shall cause the following documents to be recorded in the official records of the Recorder of the County in the following order of priority at the Close of Escrow: (i) the Grant Deed, with the Developer's certificate of acceptance attached, (ii) the Notice of Agreement, and (iv) any other documents to be recorded through Escrow upon the joint instructions of the Parties. All recorded documents shall provide that they are to be returned to Escrow Holder after recordation. When originals of such recorded documents are returned to Escrow Holder, Escrow Holder shall deliver: (i) the original Grant Deed, with the Developer's original certificate of acceptance attached, to the Developer and copies to the City, each showing all recording information, (ii) the original of the Notice of Agreement to the City, with copies to the Developer, each showing all recording information, and (iv) the original of any other document recorded at the close of Escrow to the Party or other person designated in the joint escrow instructions of the Parties for such recordation and a copy of each such document to the other Party or Parties, each showing all recording information.

3.8 Escrow Closing Costs, Taxes and Title Policy Premium. The City and the Developer shall each pay one-half (1/2) of the Escrow fees and such other costs as Escrow Holder may charge for the conduct of the Escrow. Escrow Holder shall notify the Developer and the City of the costs to be borne by each of them at the Close of Escrow by delivering the Escrow Holder's estimated closing/settlement statement to both the City and the Developer at least four (4) business days prior to the Escrow Closing Date. The City shall pay the premium charged by the Title Company for the standard Title Policy for the Property, exclusive of any endorsements or other supplements to the coverage of such Title Policy that may be requested by the Developer, as well as documentary transfer taxes and any and all other charges, fees and taxes levied by a Governmental Authority relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement. The Developer shall pay any and all recording fees relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement.

3.9 Escrow Cancellation Charges. If the Escrow fails to close due to the City's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the City shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close due to the Developer's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close for any reason other than the material default of either the Developer or the City and the Escrow is cancelled and this Agreement is terminated, the Developer and the City shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges.

3.10 Escrow Cancellation. If this Agreement is terminated and the Escrow cancelled pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement and cancel the Escrow, other than due to the material default of another Party, the Parties shall do each of the following:

3.10.1 Cancellation Instructions. The Parties shall, within three (3) business days of receipt of Escrow Holder's written request, execute any reasonable Escrow cancellation instructions requested by Escrow Holder;

3.10.2 Return of Funds and Documents. Within ten (10) days of receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Holder: (i) the Developer or Escrow Holder shall return to the City any documents previously delivered by the City to the Developer or Escrow Holder, (ii) the City or Escrow Holder shall return to the Developer all documents previously delivered by the Developer to the City or Escrow Holder; (iii) Escrow Holder shall return to the Developer any funds deposited by Developer into Escrow, including the Earnest Money Deposit, less the Developer's share of customary and reasonable Escrow and title order cancellation charges, if any; and (iv) Escrow Holder shall return to the City any funds deposited by City into Escrow if it has already been deposited, less the City's share of customary and reasonable Escrow and title order cancellation charges, if any.

3.11 Report to IRS. Following the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service, if such report is required pursuant to Section 6045(e) of the Internal Revenue Code, Escrow Holder shall report the gross

proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Section 6045(e). Upon the filing of such reporting form with the Internal Revenue Service, Escrow Holder shall deliver a copy of the filed form to the City and the Developer.

ARTICLE IV

PROJECT DEVELOPMENT

4.1 Developer to Develop the Project. City has agreed to sell and Developer has agreed to purchase the Property to enable Developer to develop the Property and the SHP Property as a unified Project, consisting of a residential component and a commercial component, all as further described in the Scope of Development. Development of the Project shall proceed, as detailed in the Schedule of Performance, with Phase I consisting of the residential component of the Project, and Phase II consisting of the commercial component of the Project.

4.2 Compliance with Schedule of Performance. Developer and City shall perform every task, and comply with the timing and deadlines provided in the Schedule of Performance. Failure to comply with any component of the Schedule of Performance shall constitute an Event of Default subject to the provisions of Section 6 of this Agreement.

4.2.1 From time to time the Parties may need to make adjustments to deadlines, or add, remove, or adjust tasks in the Schedule of Performance. The addition, removal, or adjustment of tasks may impact deadlines in the Schedule of Performance. Because strict compliance with the tasks and deadlines included in the Schedule of Performance is vital, the Schedule of Performance may only be amended by complying with the Minor Change process outlined in Section 4.3 below.

4.3 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, including changes to the Schedule of Performance that are otherwise consistent with the Scope of Development, 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. Consent to a Minor Change by either Party shall not be unreasonably withheld. 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 4.3 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

4.4 Park property exchange.

4.4.1 The Project can only be developed consistent with the Scope of Development if City grants to Developer that certain real property, a legal description of which is included in that certain Grant Deed recorded on January 31, 1995 and included here as Exhibit H (“Grant Deed”), and a depiction of which is included as Exhibit I. (“Reingardt Property”). The Reingardt Property shall be granted to Developer subject to the following:

4.4.1.1 In exchange and consideration for the Reingardt Property, Developer shall dedicate to City real property that qualifies as “Substitute Property” as that term is defined in that certain Grant Deed recorded on January 31, 1995 and included here as Exhibit H. The Parties shall cooperate in determining whether a property qualifies as “Substitute Property” but City shall have the exclusive authority to determine whether a property so qualifies. The Reingardt Property shall not be granted if the requirements of this Section 4.4.1.1 are not satisfied.

4.4.1.2 Pursuant to and subject to the terms of the Grant Deed, the City shall immediately upon the Close of Escrow, record a “Notice of Termination of Use Restriction,” as that term is defined in the Grant Deed, providing that the covenants and use restrictions contained in Sections 2 and 3 of the Grant Deed are terminated with respect to the Reingardt Property.

4.4.1.3 Pursuant to the terms of the Grant Deed, and as a result of the property exchange, the Notice of Termination of Use Restriction shall also provide that the real property qualifying as the Subject Property is subject to the covenants and use restrictions contained in Sections 2 and 3 of the Grant Deed.

4.4.1.4 The City shall record the Notice of Termination of Use Restriction against the Reingardt Property and the real property qualifying as the Substitute Property. The Developer shall also sign the Notice of Termination of Use Restriction acknowledging its receipt and acceptance.

4.4.1.5 Immediately upon recordation of the Notice of Termination of Use Restriction, City shall deliver to Developer a quitclaim deed for the Reingardt Property, and Developer shall deliver to City a quitclaim deed for the real property qualifying as the Substitute Property.

4.4.2 The Parties agree and acknowledge that the exchange of the Properties is contingent upon the execution and recording of the Notice of Termination of Use Restriction pursuant to this Section 4.4, and the terms of the Grant Deed.

4.4.3 In the event that the approximate fair market value of the Substitute Property is less than the approximate fair market value of the Reingardt Property, the Developer shall, at the City’s sole option: (i) convey to the City real property of equal or greater fair market value for development of the Project; or (2) pay the difference in fair market value of the Properties to the City, the proceeds of which shall be used by the City in accordance with the terms of the Grant Deed.

4.5 Development Impact Fees. Developer shall pay all Development Impact Fees applicable to the Project at issuance of the first building permit for the Project.

4.6 Timing of Development. 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. To do so, the Parties acknowledge and provide that, subject to the terms of this Agreement, 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.

4.7 Prevailing Wages.

4.7.1 The Developer acknowledges that the City has not made any representation, express or implied, to the Developer or any person associated with the Developer regarding whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, et seq. The Developer agrees with the City that the Developer shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification.

4.7.2 The Developer, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to it pursuant to Labor Code Sections 1726 and 1781. The Developer acknowledges the protections of Civil Code Section 1542 relative to the waiver and release contained in this Section 4.6, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 4.7.2.

Developer's Initials

4.7.3 Additionally, in accordance with this Agreement, the Developer shall indemnify, defend with counsel acceptable to the City and hold the City harmless against any claims pursuant to Labor Code Sections 1726 and 1781 arising from this Agreement or the construction or operation of the Project.

ARTICLE V

DEVELOPER COVENANTS

5.1 Covenant to Maintain Property on Tax Rolls. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.1.1 The entire Property shall remain on the County secured real property tax rolls for twenty years from the date of issuance of a certificate of occupancy for the Project.

5.1.2 The Developer shall pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment on each December 10 and April 10 during such time period and to timely pay all supplemental tax bills regarding the Property issued by the County. The Developer further covenants and agrees to provide to the City, on or before July 31 of each year, commencing in the calendar year following the calendar year in which a Certificate of Completion is recorded and in each calendar year, thereafter, for the full term of this covenant: (i) a true and correct copy of all property tax assessment notices, property tax bills and property tax assessment correspondence by and between the Developer and the County regarding the Property and all improvements thereon, with respect to the preceding fiscal year of the County, and (ii) cancelled checks issued by the Developer in payment of all property tax payments that are made to the County regarding the Property and all improvements thereon (or other reasonably acceptable evidence of such payment), with respect to the preceding County fiscal year.

5.1.3 The covenants of this Section 5.1 shall run with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.2 No Conveyance to Tax Exempt Entity. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.2.1 The Developer shall not use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property, the Project, or any portion of any of the foregoing to any entity or person, or for any use of the Property, the Project, or any portion of any of the foregoing, that is partially or wholly exempt from the payment of real or personal property taxes or that would cause the exemption of the payment of all or any portion of real or personal property taxes otherwise assessable regarding the Property, the Project, or any portion of any of the foregoing, without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion for a period of 20 years from the date of issuance of the certificate of completion for the Project by the City..

5.2.2 If the Property, or any portion of the Property, shall be conveyed, transferred or sold to any entity or person that is partially or wholly exempt from the payment of real or personal property taxes otherwise assessable against the Property, or any portion thereof, without the prior written consent of the City, then, at the City's election and in addition to all other remedies available to the City under this Agreement or at law or in equity, the Developer shall pay

to the City a fee in lieu of payment of such taxes each year in an amount determined by the City to be one percent (1%) of the “**full cash value**” of the Property, or portion thereof, as may be subject to such exemption from payment of real or personal property taxes. The City’s determination of “**full cash value**” for in-lieu payment purposes under this Section 5.2.2 shall be established by the City each year, if necessary, by reference to the real or personal property tax valuation principles and practices generally applicable to a county property tax assessor under Section 1 of Article XIII A of the California Constitution. The City’s determination of “**full cash value**” and that an in-lieu payment is due shall be conclusive on such matters. If the City determines that an amount is payable as an in-lieu payment under this Section 5.2.2 in any tax year, then such amount shall be paid to the City for that tax year within forty-five (45) days following transmittal by the City to the Developer of an invoice for payment of the in-lieu amount.

The covenants of this Section 5.2 shall run with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.3 Maintenance Condition of the Property. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.3.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a “**Maintenance Deficiency**”), then the City shall notify the Developer in writing of the Maintenance Deficiency. If the Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 5.3.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the City to the Developer, the City shall have the right to enforce the lien in the manner provided in Section 5.3.3.

5.3.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti is not removed within ninety-six (96) hours following the time of the discovery of the graffiti, the City shall have the right to enter the Property and remove the graffiti, without notice to the Developer. Any sum reasonably expended by the City for the removal of graffiti from the Property pursuant to this Section 5.3.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Developer from the City, the City shall have the right to enforce its lien in the manner provided in Section 5.3.3.

5.3.3 The Parties further mutually understand and agree that the rights conferred upon the City under this Section expressly include a grant by the Developer of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Developer and its successors under Section 5.3.1 or Section 5.3.2, including the reasonable attorneys' fees and costs of the City associated with the abatement of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "reasonable attorneys' fees and costs of the City" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney.

5.3.4 The provisions of this Section, shall be a covenant running with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed. Nothing in the foregoing provisions of this Section shall be deemed to preclude the Developer from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City.

5.4 Obligation to Refrain from Discrimination. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.4.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 5.4 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

5.4.2 The covenant of this Section 5.4 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.5 Form of Non-Discrimination and Non-Segregation Clauses. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.5.1 The Developer, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

5.5.1.1 In deeds: “The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

5.5.1.2 In leases: “The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased.”

5.5.1.3 In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred.” The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

5.5.2 The covenant of this Section 5.5 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.6 Developer Covenant to Defend this Agreement. The Developer acknowledges that the City is a “public entity” and/or “public agency” as defined under applicable California law. Therefore, the City must satisfy the requirements of certain California statutes relating to the actions of public entities and public agencies including, without limitation, CEQA. Also, as a public body, the City’s action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. The Developer assumes the risk of delays and damages that may result to the Developer from any third-party legal actions related to the City’s approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City’s approval of this Agreement or the pursuit of the activities contemplated by this Agreement, either the City may terminate this Agreement on thirty (30) days written notice to the Developer of the City’s intent to terminate this Agreement, referencing this Section 5.6, without any further obligation to perform the terms of this Agreement

and without any liability to the Developer resulting from such termination, unless the Developer unconditionally agrees to indemnify and defend the City, with legal counsel acceptable to the City, against such third-party legal action, as provided in the next sentence. Within thirty (30) days of receipt of the City's notice of intent to terminate this Agreement, as provided in the preceding sentence, the Developer may offer to defend the City, with legal counsel reasonably acceptable to the City, in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from the Developer must be in writing and reasonably acceptable to the City in both form and substance. Nothing contained in this Section 5.6 shall be deemed or construed to be an express or implied admission that the City is liable to the Developer or any other person or entity for damages alleged from any alleged or established failure of the City to comply with any statute, including, without limitation, CEQA. The Developer's defense of such third party actions as described in this Section 5.6 shall constitute an Unavoidable Delay.

5.7 Survival of Special Development Covenants. All of the covenants set forth in ARTICLE V, inclusive, shall be a covenant running with the land of the Property and each such special development covenant shall survive the Close of Escrow, execution and recordation of the Grant Deed, and issuance and recordation of any Certificate of Completion for the time period specifically set forth in each such special development covenant. The Parties acknowledge that although the special development covenants apply to the entirety of the Property, portions of the Project and Property may, in accordance with the Permitted Transfer requirements, be sold or otherwise transferred to various successors and assigns of the Developer. Accordingly, the City agrees that with respect to enforcement of any of the special development covenants, it is understood and agreed that, in the event of a breach of any of the special development covenants, the City will seek to enforce those covenants only against the then-current owner(s) of that portion of the Property which is not in compliance with any one or more the special development covenants. No owner of any portion of the Property which is in compliance with the special development covenants shall be liable for the breach of any of the special development covenants by any other owner of any other portion of the Property; provided, however, that the foregoing shall not preclude City from seeking damages against any prior owner of any portion of the Property if, during the tenure of such owner's ownership, such owner's portion of the Property was not in compliance with any one or more of the special development covenants.

5.8 Insurance. In order to protect the City and its commissions, agents, attorneys, officers, employees and authorized representatives (collectively, "**Additional Insureds**") against any and all claims and liability for death, injury, loss and damage resulting from the Developer's actions in connection with this Agreement, the Property, and the Project, the Developer shall secure and maintain the insurance coverage, described in and required by this Section 5.88. The City shall not have any obligation under this Agreement until the Developer provides the required policies and/or certificates evidencing the insurance required by this Section 5.88 to the City and the City approves such evidence of insurance. The Developer shall pay any deductibles and self-insured retentions under all insurance policies issued in satisfaction of the terms of this Agreement. Developer shall retain all insurance policies as set forth in this Section 5.89 until recordation of the Certificate of Completion.

5.8.1 Workers' Compensation Insurance Requirement. The Developer shall submit written proof that the Developer is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. By executing this Agreement, the Developer makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Agreement."

The Developer shall require each contractor and sub-contractor performing work on the Project to provide workers' compensation coverage for all of such contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by workers' compensation insurance provided by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate workers' compensation insurance covering such employees. Each workers' compensation policy procured pursuant to this Section 5.8.1 shall contain a full waiver of subrogation clause in favor of the Additional Insureds.

5.8.1 Liability and Permanent Insurance Requirements.

5.8.1.1 The Developer shall maintain in full force and effect, until the issuance of the Certificate of Completion, subject to Section 5.8.1.4, the following insurance coverage:

5.8.1.1.1 Commercial General Liability Insurance coverage, including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically covering all indemnity obligations of the Developer pursuant to this Agreement), Products-Completed Operations Hazards, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the construction of the Project and/or the Developer's operations concerning the Property or the Project. The commercial general liability insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of TWO MILLION DOLLARS (\$2,000,000) each occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate.

5.8.1.1.2 Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used by the Developer with minimum limits for Bodily Injury and Property Damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

5.8.1.1.3 If the Developer hires a consultant to provide design services, such as architectural or engineering services in connection with the Project, or any portion of the Project, the Developer shall require each such consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS (\$1,000,000).

5.8.1.1.4 Upon acceptance of the Project or any portion thereof, from each contractor, the Developer shall maintain Fire and Extended Coverage Insurance on the Project on a blanket basis or with an agreed amount clause in amounts not less than 100% of the replacement value of all portions of the Project so accepted.

5.8.1.2 During the construction of the Project, the Developer shall require that each contractor performing work on the Project maintain the following insurance coverage, as specified below, at all times during the performance of said work, or the Developer shall provide for such contractors “wrap” coverage, as specified below, at all times during the performance of said work:

5.8.1.2.1 The Developer shall maintain Builder’s Risk Insurance to be written on an All Risk Completed Value form, in an aggregate amount equal to 100% of the completed insurable value of the Project or portion of the Project on which such contractor is performing work.

5.8.1.2.2 Each general contractor and each sub-contractor shall maintain Commercial General Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate to protect the Developer during the construction of the Project from claims involving bodily injury and/or death and damage to the property of others.

5.8.1.2.3 Each general contractor and each sub-contractor shall maintain Automobile Liability Insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of the contractor’s obligations with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. Such automobile liability insurance shall be provided by a business or commercial vehicle policy.

5.8.1.3 The insurance required in Section 5.8.1.1 and Section 5.8.1.2 above shall include endorsements naming the Additional Insureds as additional insured for liability arising out of this Agreement and any operation related to this Agreement.

5.8.1.4 Any insurance coverage required under this Agreement shall not be written on a “claims made” basis. The applicable certificate of insurance must clearly provide that the coverage is on an “occurrence” basis. The requirements of this Section 5.8.1.4 shall survive any expiration or termination of this Agreement and the recordation of the Grant Deed and any Certificate of Completion.

5.8.1.5 Receipt by the City of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements of this Agreement.

5.8.1.6 Subject to Section 5.8.1.4, all of the insurance coverage required under this Section 5.8 shall be maintained by the Developer or its contractors, as required by the terms of this Agreement, until the issuance of the Certificate of Completion and shall not be reduced, modified, or canceled without, at least, thirty (30) days prior written notice to the City. Also, phrases such as “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall not be included in the cancellation wording of any certificates of insurance or any coverage for the Additional Insureds. The Developer shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits are exhausted or upon insolvency of the insurer that issued the policy.

5.8.1.7 All insurance to be obtained and maintained by the Developer under this Section 5.8 shall be issued by a company or companies listed in the then current “Best’s Key Rating Guide” publication with a minimum of an “A:VII” rating and be admitted to conduct business in the State of California by the State of California Department of Insurance.

5.8.1.8 The City will not accept self-insurance in satisfaction of the insurance requirements of this Section 5.8.

5.8.1.9 All insurance obtained and maintained by the Developer in satisfaction of the requirements of this Agreement shall be primary to and not contributing to any insurance maintained by the Additional Insureds.

5.8.1.10 Insurance coverage in the minimum amounts set forth in this Section 5.8 shall not be construed to relieve the Developer of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the Additional Insureds from taking such other actions as are available to them under any other provision of this Agreement or otherwise at law.

5.8.2 Failure by the Developer to maintain all insurance coverage required by this Section 5.8 in effect shall be an Event of Default by the Developer. The City, at its sole option, may exercise any remedy available to them in connection with such an Event of Default. Alternatively, the City may, at its sole option, purchase any such required insurance coverage and the City shall be entitled to immediate payment from the Developer for any premiums and associated costs paid by the City for such insurance coverage. Any election by the City to purchase or not to purchase insurance otherwise required to be carried by the Developer shall not relieve the Developer of its obligation to obtain and maintain the insurance coverage required by this Agreement.

ARTICLE VI

DEFAULTS, REMEDIES AND TERMINATION

6.1 Defaults - General.

6.1.1 Subject to any extensions of time provided for in this Agreement, failure or delay by any Party to perform any term or provision of this Agreement shall constitute an “Event of Default” under this Agreement; provided, however, that if a Party otherwise in default commences to cure, correct or remedy such default, within thirty (30) calendar days after receipt of written notice from the injured Party specifying such default, and shall diligently and continuously prosecute such cure, correction or remedy to completion (and where any time limits for the completion of such cure, correction or remedy are specifically set forth in this Agreement, then within said time limits), such Party shall not be deemed to be in default under this Agreement and no Event of Default shall be deemed to have occurred.

6.1.2 The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

6.1.3 Any failure or delays by any Party in asserting any of their rights and/or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and/or remedies shall not deprive that Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

6.1.4 In addition to other acts or omissions of the Developer that may legally or equitably constitute a default or breach of this Agreement, the occurrence of any of the following specific events, prior to the issuance of a Certificate of Completion for the Project, shall constitute an “Event of Default” under this Agreement and shall not be subject to the notice and cure provisions of Section 6.1.1:

6.1.4.1 Any representation, warranty or disclosure made to the City by the Developer regarding this Agreement or the Project is materially false or misleading, whether or not such representation or disclosure appears in this Agreement.

6.1.4.2 The Developer fails to make any payment or deposit of funds required under this Agreement or to pay any other charge set forth in this Agreement, following seven (7) days’ written notice to the Developer from the City of such failure.

6.1.4.3 Failure to comply with the Schedule of Performance as it may be adjusted from time to time.

6.1.4.4 There occurs any event of dissolution, reorganization or termination of the Developer that adversely and materially affects the operation or value of the Property or the Project, and such event is not corrected within five (5) days following written notice of such event from the City to the Developer.

6.1.4.5 The Developer Transfers its interest in this Agreement, the Property, or the Project, or any portion thereof, whether voluntarily or involuntarily or by operation of law, in violation of the terms and conditions of this Agreement and such action is not cured within the period permitted by this Agreement.

6.1.4.6 The Developer becomes insolvent or a receiver is appointed to conduct the affairs of the Developer under state or federal law.

6.1.4.7 The Developer's legal status as a California limited liability company authorized by the Secretary of State of the State of California to transact business in California is suspended or terminated.

6.2 Legal Actions.

6.2.1 Except as otherwise provided in this Agreement, any Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy available to that Party under this Agreement or at law or in equity. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of Los Angeles, California, in any other appropriate court within the County of Los Angeles, California.

6.2.2 The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the City of Signal Hill, County of Los Angeles, California.

6.3 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this ARTICLE VI are non-exclusive and cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party(ies).

6.4 Developer Indemnification of the City. In addition to any other specific indemnification or defense obligations of the Developer set forth in this Agreement, the Developer agrees to indemnify, defend (upon written request by the City and with counsel reasonably acceptable to the City) and hold harmless the City and its commissions, agents, attorneys, officers, employees, and authorized representatives (collectively, the "Indemnified Parties"), from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of the Developer or the Developer's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement, any work to be performed by the Developer related to this Agreement, the Property, or the Project, or any authority or obligation exercised or undertaken by the Developer under this Agreement. Without limiting the generality

of the foregoing, the Developer's obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Project or the Property on behalf of the Developer by any person or entity.

6.5 Environmental Indemnity of the City by the Developer. The Developer agrees, at its sole cost and expense, to fully indemnify, protect, hold harmless, and defend (with counsel selected by the Developer and approved by the City) the "Indemnified Parties" from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including, without limitation, attorney fees, disbursements and costs of attorneys, environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever (collectively, "Environmental Claims") that may, at any time, be imposed upon, incurred or suffered by, or claimed, asserted or awarded against, the Indemnified Parties, directly or indirectly relating to or arising from any of the following "Environmental Matters" existing or occurring during or arising from the Developer's ownership of the Property or construction or operation of the Project:

6.5.1 The presence of Hazardous Materials on, in, under, from or affecting all or any portion of the Property or the Project.

6.5.2 The storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Materials on, in, under, from or affecting the Property or the Project.

6.5.3 The violation of any law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by the Developer, its agents or contractors, relating to or governing in any way Hazardous Materials on, in, under, from or affecting the Property or the Project.

6.5.4 The failure of the Developer, its agents or contractors, to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with the Developer's activities on the Property or regarding the Project.

6.5.5 The implementation and enforcement by the Developer, its agents or contractors of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge of Hazardous Materials on, in, under, from or affecting the Property or the Project.

6.5.6 The failure of the Developer, its agents or contractors, in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Materials existing, stored or generated on, in, under or from the Property or the Project.

6.5.7 Any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any Hazardous Materials on, in, under,

from or affecting the Property or the Project or the violation of any Environmental Law relating to the Property or the Project.

6.5.8 The Developer shall pay to the Indemnified Parties all costs and expenses including, without limitation, reasonable attorneys' fees and costs, incurred by the Indemnified Parties in connection with enforcement of the aforementioned environmental indemnity.

ARTICLE VII

GENERAL PROVISIONS.

7.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

7.2 Restrictions on Transfers.

7.2.1 Prior to the recordation of a Certificate of Completion, the Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in control of the Developer, as well as any and all changes in the interest or the degree of control of the Developer by any such person, of which information the Developer or any of its partners, members or officers are notified or may otherwise have knowledge or information.

7.2.2 The Developer shall provide the City no less than thirty (30) days prior written notice of any proposed Permitted Transfer which the Developer desires to enter into prior to the recordation of a Certificate of Completion for the Project subject to the Transfer, other than a Permitted Transfer for which no notice shall be required.

7.2.3 In connection with the City's review of any notice of any proposed Transfer under this Section 7.2, the Developer agrees to reimburse the City for those third party costs and expenses incurred by the City in connection with its review of the Developer's request for approval, including, without implied limitation, the reasonable fees and costs of those outside consultants and legal counsel retained by the City to assist it in its review of the Developer's request, including the City Attorney.

7.2.4 Anything in this Agreement to the contrary notwithstanding, the provisions on Transfers contained in this Section 7.2 shall terminate upon issuance of a Certificate of Completion for the Project.

7.3 Notices, Demands and Communications Between the Parties.

7.3.1 Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service or by registered or certified United States Mail, postage prepaid, return receipt requested, to the principal office of the City or the Developer, as applicable, as designated in Section 7.3.2. Such written notices, demands or communications may be sent in the same

manner to such other addresses as either Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is delivered by personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States Mail, as provided in this Section 7.3.

7.3.2 The following are the authorized addresses for the submission of notices, demands or communications to the Parties:

TO DEVELOPER: Signal Hill Petroleum
2633 Cherry Avenue
Signal Hill, CA 90755
562-595-6440
Attention: David Slater

COPY TO: Cox Castle
3121 Michelson Drive, Suite 200
Irvine, CA 92612
949-260-4600
Attention: Sean Matsler

TO CITY: City of Signal Hill
City Hall
2175 Cherry Avenue
Signal Hill, CA 90755
Attention: City Manager
(T) 562-989-7300

COPY TO: Best Best & Krieger, LLP
18101 Von Karman Ave, Suite 1000
Irvine, CA 92614
Attention: Matthew Richardson
(T) 949-263-2600

7.4 Conflict of Interest. No member, official or employee of the City, having any conflict of interest, direct or indirect, related to this Agreement, the Property, or the development or operation of the Project shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

7.5 Warranty Against Payment of Consideration for Agreement. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 7.5, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by the Developer.

7.6 Non-liability of City, Officials and Employees. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest of the Developer, in the event of any default or breach by the City under this Agreement or for any amount that may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement, except as may arise from the gross negligence or willful acts of such member, official or employee.

7.7 Real Estate Commissions. The City shall not be liable for any real estate commissions, brokerage fees or finder fees that may arise from or be related to this Agreement. The Developer shall pay any fees or commissions or other expenses related to its retention or employment of real estate brokers, agents or other professionals.

7.8 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

7.9 Entire Agreement.

7.9.1 This Agreement shall be executed in three (3) duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement includes _____ pages (exclusive of signature pages) and _____ exhibits, that constitute the entire understanding and agreement of the Parties regarding the Property, the Project, and the other subjects addressed in this Agreement.

7.9.2 This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to the Property, the Project, and the other subjects addressed in this Agreement.

7.9.3 None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property and this Agreement shall continue in full force and effect before and after such conveyances.

7.9.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representative(s) of all Parties.

7.10 Execution of this Agreement. Following execution of three (3) originals of this Agreement by the authorized representative(s) of the Developer and prompt delivery of such originals, thereafter, to the City, accompanied by an official action of the governing body of the Developer authorizing the individuals executing this Agreement on behalf of the Developer to execute and perform this Agreement, in form and substance acceptable to the City, this Agreement shall be subject to the review and approval by the City Council, in their sole and absolute discretion, no later than forty-five (45) calendar days after such date of delivery to the City. If the City have not approved, executed, and delivered an original of this Agreement to the Developer within the foregoing time period, then no provision of this Agreement shall be of any force or effect for any purpose.

7.11 Survival of Indemnity Obligations. All general and specific indemnity and defense obligations of the Parties set forth in this Agreement shall survive the expiration or termination of this Agreement, the execution or recordation of the Grant Deed, and expire upon the issuance of Certificate of Completion.

7.12 Time Declared to be of the Essence. As to the performance of any obligation hereunder as to which time is a component thereof, the performance of such obligation within the time provided is of the essence.

[Signatures on Following Pages]

SIGNATURE PAGE
TO
2026 DISPOSITION AND DEVELOPMENT AGREEMENT

CITY:

THE CITY OF SIGNAL HILL
a California municipal corporation

Dated: _____, 2026

By: _____
Carlo Tomaino, City Manager

ATTEST:

Daritza Perez, City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
Matthew Richardson, City Attorney

SIGNATURE PAGE
TO
2026 DISPOSITION AND DEVELOPMENT AGREEMENT

DEVELOPER:

SIGNAL HILL PETROLEUM, a California limited
liability company

Dated: _____

By: _____
David Slater, President

EXHIBIT A
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

Legal Description of the Property and SHP Property

Legal Description of the Property

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

PARCEL 1:

THE SOUTH HALF OF LOT 2 AND ALL OF LOT 3 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL AND GAS RIGHTS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON SAID LAND AND ERECT THEREON ALL NECESSARY DERRICKS, RIGS, PIPE LINES AND OTHER MACHINERY PROPER FOR THE EXTRACTION AND RECOVERY OF OIL, GAS, PETROLEUM, OR OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO DRILL FOR, BORE FOR, REMOVE, EXTRACT AND SAVE SAID SUBSTANCES THEREFROM AS GRANTED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, IN DEED RECORDED AUGUST 31, 1921 IN [BOOK 477, PAGE 73 OF OFFICIAL RECORDS](#), AS TO THE SOUTH ONE-HALF OF LOT 2 AND THE NORTH ONE-HALF OF LOT 3.

ALSO EXCEPT THEREFROM ALL OF THE OIL AND GAS RIGHTS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON SAID LAND, AND ERECT THEREON ALL NECESSARY DERRICKS, RIGS, PIPE LINES AND OTHER MACHINERY PROPER FOR THE EXTRACTION AND RECOVERY OF OIL, GAS, PETROLEUM, OR OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO DRILL, BORE, REMOVE, EXTRACT AND SAVE SAID SUBSTANCES THEREFROM AS CONVEYED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, AS TRUSTEE, BY DEED DATED JULY 20, 1921, RECORDED IN [BOOK 412, PAGE 189 OF OFFICIAL RECORDS](#), UPON THE TERMS THEREIN PROVIDED, AS TO THE SOUTH ONE-HALF OF LOT 3.

APN: [7214-005-903](#); [7214-005-904](#)

PARCEL 2:

THE NORTH HALF OF LOT 2 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: [7214-005-901](#)

PARCEL 3:

THE EAST 155 FEET OF LOT 1, BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET WITH NO RIGHT OF ENTRY UPON THE SURFACE THEREOF, TOGETHER WITH ALL RIGHTS, ISSUES AND PROFITS THEREFROM, AS RESERVED BY DEED RECORDED DECEMBER 12, 2003 AS [INSTRUMENT NO. 03-3755388 OF OFFICIAL RECORDS](#).

APN: [7214-005-902](#)

EXHIBIT A

LOT 6 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND GAS RIGHTS AS GRANTED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, IN THE DEED RECORDED AUGUST 03, 1921 AS [INSTRUMENT NO. 705](#), IN [BOOK 145, PAGE 256, BOOK OF LEASES](#).

SAID INTEREST WAS PURPORTEDLY QUITCLAIMED BY DEED RECORDED NOVEMBER 13, 1986 AS [INSTRUMENT NO. 86-1562372 OF OFFICIAL RECORDS](#).

APN: [7214-005-900](#)

Legal Description of the SHP Property

SHP Property

Lot: 3 Block: E Abbreviated Description: LOT:3 BLK:E CITY:REGION/CLUSTER: 26/26816
*TR=RESUB OF BLKS D & E OF THE CRESCENT HTS TR*S 60 FT (EX OF ST) OF LOT 3
BLK E City/Muni/Twp: REGION/CLUSTER: 26/26816
APN: 7214-006-019

Lot: 6 Block: E Abbreviated Description: LOT:6 BLK:E CITY:REGION/CLUSTER: 26/26816
TR=RESUB OF BLKS D & E OF THE CRESCENT HTS TR(EX OF ST) OF LOT 6 BLK E
City/Muni/Twp: REGION/CLUSTER: 26/26816
7214-006-020

Lot: 1,2 Block: E Abbreviated Description: LOT:1,2 BLK:E CITY:REGION/CLUSTER:
26/26610 M B 5-105 EX OF ST LOTS 1 AND 2 AND N 60 FT EX OF ST OF LOT 3 BLK E
City/Muni/Twp: REGION/CLUSTER: 26/26610
7214-006-021

Lot: 5 Block: E Abbreviated Description: LOT:5 BLK:E CITY:REGION/CLUSTER: 26/26816
RESUB OF BLKS D AND E OF THE CRESCENT HTS TR LOT 5 BLK E City/Muni/Twp:
REGION/CLUSTER: 26/26816
7214-006-014

Lot: 4 Block: E Abbreviated Description: LOT:4 BLK:E CITY:REGION/CLUSTER: 26/26816
TR=RESUB OF BLKS D&E OF THE CRESCENT HTS TR(EX OF STS) LOT 4 BLK E
City/Muni/Twp: REGION/CLUSTER: 26/26816
7214-006-015

LOT 4 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, AT PAGE 105 OF MAPS, RECORDS OF LOS ANGELES COUNTY, EXCEPT THEREFROM, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF.

APN: 7214-005-010

EXHIBIT A

LOT 5 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, AT PAGE 105 OF MAPS, RECORDS OF LOS ANGELES COUNTY, EXCEPTING THEREFROM, ALL THOSE RIGHTS TO PRODUCE AND OPERATE AND TO EXTRACT OIL AND GAS FROM THAT CERTAIN OIL AND GAS WELL KNOWN AS CROSWELL #2 LOCATED ON THE DEMISED PREMISES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN OIL AND GAS LEASE RECORDED IN BOOK 932 PAGE 70 OF OFFICIAL RECORDS OF LOS ANGELES, COUNTY AS MODIFIED.

APN: 7214-005-011

EXHIBIT B
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

Scope of Development

The Project site is located northwest of the intersection of Cherry Avenue and Burnett Street. North of the site is Crescent Heights Street and west of the site is Rose Avenue. This Project site is approximately 7.8 acres in size and is bisected by Gardena Avenue. The Project site is subject to a Specific Plan that allows for and anticipates a mixed-use development with up to 60 dwelling units in ownership townhomes and single-family dwellings, an existing 14,000 square-foot market and 34,410 square feet of new retail, restaurant, and dining space. An update to the Specific Plan will be applied for, with the aim of potentially revising the commercial component of the plan, and ensuring that the commercial development meets market demands.

EXHIBIT C
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

Schedule of Performance

Milestone Description	Anticipated Deadline
Due Diligence Period Completion	February 2027
Property Purchase Payment (\$3,100,000)	March 2027
Entitlement Package Submittal	July 2027
Entitlement Workshop	October 2027
Planning Commission Review	November 2027
City Council Review	December 2027
Site Remediation Completion	January 2029
Building Permit Issuance	October 2029
Phase 1 Construction Start	October 2029
Phase 1 Construction Completion	October 2031
Phase 2 Construction Start	April 2030
Phase 2 Construction Completion	October 2031

EXHIBIT D
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Grant Deed

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE CITY OF SIGNAL HILL
GRANT DEED

PART ONE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE CITY OF SIGNAL HILL, a California charter city ("**Grantor**"),

hereby grants to

Signal Hill Petroleum, a California limited liability company ("**Grantee**"),

that certain real property located in the City of Signal Hill, County of Los Angeles, State of California, specifically described in Exhibit "A" attached to this Grant Deed ("**Property**") and made a part of this Grant Deed by this reference.

PART TWO

The conveyance of the Property by the Grantor to the Grantee in Part One is subject to the following community development terms, conditions, covenants and restrictions:

Section 1. Conveyance Subject to Terms of a Disposition and Development Agreement. The Property is conveyed subject to that certain 2026 Disposition and Development Agreement, dated as of _____, 2026, between the Grantor and the Grantee (the "**Agreement**"). The provisions of the Agreement are incorporated into this Grant Deed by this reference and are deemed to be a part of this Grant Deed, as though fully set forth in this Grant Deed.

Section 2. Condition of Property. The Grantee acknowledges and agrees that the Property is conveyed by the Grantor to the Grantee in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS CONDITION," as of the date of recordation of this Grant Deed, with no warranties, expressed or implied, as to the environmental or other physical condition of the Property, the presence or absence of any patent or latent environmental or other physical condition on or in the Property, or any other matters affecting the Property.

Section 3. Obligation to Refrain from Discrimination. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

3.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Grantee, itself or any person claiming under or through it, establish or permit any

EXHIBIT D

such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 3 shall run with the land of the Property and shall be enforceable against the Grantee and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

Section 4. Form of Non-Discrimination and Non-Segregation Clauses. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

4.1 The Grantee, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

(a) In deeds: “The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(b) In leases: “The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased.”

(c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred.” The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

4.2 The covenants of this Section 4 shall run with the land of the Property in perpetuity.

Section 5. Covenant to Maintain Property on Tax Rolls. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.1 The entire Property shall remain on the County secured real property tax rolls for twenty years from the date of issuance of the certificate of completion for the Project.

5.2 The Grantee shall pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment on each December 10 and April 10 during such time period and to timely pay all supplemental tax bills regarding the Property issued by the County. The Grantee further covenants and agrees to provide to the Grantor, on or before July 31 of each year, commencing in the calendar year following the calendar year in which a Certificate of Completion for the Project is recorded and in each calendar year, thereafter, for the full term of this covenant: (i) a true and correct copy of all property tax assessment notices, property tax bills and property tax assessment correspondence by and between the Grantee and the County regarding the Property and all improvements thereon, with respect to the preceding fiscal year of the County, and (ii) cancelled checks issued by the Grantee in payment of all property tax payments that are made to the County regarding the Property and all improvements thereon, with respect to the preceding County fiscal year.

5.3 The covenants of this Section 5 shall run with the land of the Property, shall be enforceable against the Grantee and its successors and assigns.

Section 6. No Conveyance to Tax Exempt Entity. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

6.1 The Grantee shall not use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property, the Project, or any portion of any of the foregoing to any entity or person, or for any use of the Property, the Project, or any portion of any of the foregoing, that is partially or wholly exempt from the payment of real or personal property taxes or that would cause the exemption of the payment of all or any portion of real or personal property taxes otherwise assessable regarding the Property, the Project, or any portion of any of the foregoing, without the prior written consent of the Grantor, which may be withheld in the Grantor's sole and absolute discretion, for twenty years from the date of issuance of the certificate of completion for the Project.

6.2 If the Property, or any portion of the Property, shall be conveyed, transferred or sold to any entity or person that is partially or wholly exempt from the payment of real or personal property taxes otherwise assessable against the Property, or any portion thereof, without the prior written consent of the Grantor, then the Grantee shall pay to the Grantor a fee in lieu of payment of such taxes each year in an amount determined by the Grantor to be one percent (1%) of the "**full cash value**" of the Property, or portion thereof, as may be subject to such exemption from payment of real or personal property taxes. The Grantor's determination of "full cash value"

for in-lieu payment purposes under this Section 6 shall be established by the Grantor each year, if necessary, by reference to the real or personal property tax valuation principles and practices generally applicable to a county property tax assessor under Section 1 of Article XIII A of the California Constitution. The Grantor's determination of "full cash value" and that an in-lieu payment is due shall be conclusive on such matters. If the Grantor determines that an amount is payable as an in-lieu payment under this Section 6 in any tax year, then such amount shall be paid to the Grantor for that tax year within forty-five (45) days following transmittal by the Grantor to the Grantee of an invoice for payment of the in-lieu amount.

6.3 The covenants of this Section 6 shall run with the land of the Property, shall be enforceable against the Grantee and its successors and assigns of the Property.

Section 7. Maintenance Condition of the Property. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

7.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "**Maintenance Deficiency**"), then the Grantor shall notify the Grantee in writing of the Maintenance Deficiency. If the Grantee fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the Grantor shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the Grantor to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the Grantor for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 7.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the Grantor to the Grantee, the Grantor shall have the right to enforce the lien in the manner provided in Section 7.1.

7.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Grantee by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti and is not removed within ninety-six (96) hours following the time of the discovery of the graffiti, the Grantor shall have the right to enter the Property and remove the graffiti, without notice to the Grantee. Any sum expended by the Grantor for the removal of graffiti from the Property pursuant to this Section 7.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Grantee from the Grantor, the Grantor shall have the right to enforce its lien in the manner provided in Section 7.2.

7.3 The Parties further mutually understand and agree that the rights conferred upon the Grantor under this Section 7.3 expressly include a grant by the Grantee of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Grantee and its successors under Section 7.1 or Section 7.2, including the reasonable attorneys' fees and costs of the Grantor associated with the abatement of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "**reasonable attorneys' fees and costs of the Grantor**" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney.

7.4 The provisions of this Section 7.4, shall be a covenant running with the land of the Property, shall be enforceable against the Grantee and its successors and assigns in perpetuity. Nothing in the foregoing provisions of this Section 7 shall be deemed to preclude the Grantee from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City.

PART THREE

Section 5. Developer Covenant to Undertake Project. The Developer covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and among the Parties, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 5 shall run with the land of the Property until the earlier of the date of recordation of the Certificate of Completion or the fifteenth (15th) anniversary of the date of the Close of Escrow.

Section 6. Covenants Run with the Land of the Property. Each of the covenants and agreements contained in this Grant Deed touch and concern the Property and each of them is expressly declared to be a community development covenant that runs with the land for the benefit of the Grantor or the City of Signal Hill, as the successor public agency to the Grantor, and such covenants run with the land in favor of the Grantor for the entire period that such covenants are in full force and effect, regardless of whether the Grantor is or remains an owner of any land or interest in land to which such covenants relate. The Grantor, in the event of any breach of any such covenants, has the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach, as provided in the Agreement or by law. The covenants contained in this Grant Deed are for the benefit of and are enforceable only by the Grantor or the City of Signal Hill, as the successor public agency to the Grantor, and shall survive the execution and recordation of this Grantor Deed and the issuance and recordation of each and every Certificate of Completion, for the time period set forth above for each covenant.

EXHIBIT D

Section 7. Costs and Attorneys' Fees for Enforcement Proceeding. If legal proceedings are initiated to enforce the rights, duties or obligations of any of the covenants set forth in this Grant Deed, then the prevailing party in such proceeding shall be entitled to collect its reasonable attorney fees and costs from the other party in addition to any other damages or relief obtained in such proceedings.

Section 8. Effect of Unlawful Provision; Severability. In the event that any provision of this Grant Deed is held to be invalid or unlawful by a final judgment of a court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Grant Deed.

IN WITNESS WHEREOF, the Grantor has caused this Grant Deed to be executed by its authorized representative(s) on this ____ day of _____, 2026.

GRANTOR:

THE CITY OF SIGNAL HILL
a California municipal corporation

By: _____
City Manager

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT A
TO
GRANT DEED

Property Legal Description

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

PARCEL 1:

THE SOUTH HALF OF LOT 2 AND ALL OF LOT 3 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL AND GAS RIGHTS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON SAID LAND AND ERECT THEREON ALL NECESSARY DERRICKS, RIGS, PIPE LINES AND OTHER MACHINERY PROPER FOR THE EXTRACTION AND RECOVERY OF OIL, GAS, PETROLEUM, OR OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO DRILL FOR, BORE FOR, REMOVE, EXTRACT AND SAVE SAID SUBSTANCES THEREFROM AS GRANTED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, IN DEED RECORDED AUGUST 31, 1921 IN [BOOK 477, PAGE 73 OF OFFICIAL RECORDS](#), AS TO THE SOUTH ONE-HALF OF LOT 2 AND THE NORTH ONE-HALF OF LOT 3.

ALSO EXCEPT THEREFROM ALL OF THE OIL AND GAS RIGHTS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON SAID LAND, AND ERECT THEREON ALL NECESSARY DERRICKS, RIGS, PIPE LINES AND OTHER MACHINERY PROPER FOR THE EXTRACTION AND RECOVERY OF OIL, GAS, PETROLEUM, OR OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO DRILL, BORE, REMOVE, EXTRACT AND SAVE SAID SUBSTANCES THEREFROM AS CONVEYED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, AS TRUSTEE, BY DEED DATED JULY 20, 1921, RECORDED IN [BOOK 412, PAGE 189 OF OFFICIAL RECORDS](#), UPON THE TERMS THEREIN PROVIDED, AS TO THE SOUTH ONE-HALF OF LOT 3.

APN: [7214-005-903](#); [7214-005-904](#)

PARCEL 2:

THE NORTH HALF OF LOT 2 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: [7214-005-901](#)

PARCEL 3:

THE EAST 155 FEET OF LOT 1, BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET WITH NO RIGHT OF ENTRY UPON THE SURFACE THEREOF, TOGETHER WITH ALL RIGHTS, ISSUES AND PROFITS THEREFROM, AS RESERVED BY DEED RECORDED DECEMBER 12, 2003 AS [INSTRUMENT NO. 03-3755388 OF OFFICIAL RECORDS](#).

APN: [7214-005-902](#)

EXHIBIT D

LOT 6 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND GAS RIGHTS AS GRANTED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, IN THE DEED RECORDED AUGUST 03, 1921 AS [INSTRUMENT NO. 705](#), IN [BOOK 145, PAGE 256, BOOK OF LEASES](#).

SAID INTEREST WAS PURPORTEDLY QUITCLAIMED BY DEED RECORDED NOVEMBER 13, 1986 AS [INSTRUMENT NO. 86-1562372 OF OFFICIAL RECORDS](#).

APN: [7214-005-900](#)

CERTIFICATE OF ACCEPTANCE OF
GRANT DEED

The undersigned hereby acknowledges acceptance by Signal Hill Petroleum, a California limited liability company, the Grantee in the within Grant Deed, of the delivery of the subject Property described in the within Grant Deed from the City of Signal Hill.

GRANTEE:

Signal Hill Petroleum, a California limited liability
company

Dated: _____

By: _____
David Slater, President

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT D

EXHIBIT E
TO
2026 DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Notice of Agreement

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

The City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
Attn: City Manager

Exempt from Recording fee
pursuant to Gov't Code § 27383

NOTICE OF AGREEMENT

2026 Disposition and Development Agreement

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that Signal Hill Petroleum, a California limited liability company (the “**Developer**”) and the City of Signal Hill, a California charter city (the “**City**”) entered into an agreement entitled 2026 Disposition and Development Agreement, dated as of _____, 2026 (the “**Agreement**”). A copy of the Agreement is on file with the City and is available for inspection and copying by interested persons as a public record of the City at the City’s offices located at 2175 Cherry Avenue, Signal Hill, California 90755, during the City’s regular business hours.

The Agreement affects the real property described in Exhibit A attached to this Notice of Agreement (the “**Property**”). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain development covenants running with the land of the Property and other agreements between the Developer and the City affecting the Property, as set forth below (all section references are to the Agreement):

Section 4.1 of the Agreement provides:

4.1 Developer Covenant to Undertake Project. The Developer covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and among the Parties, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 4.1 shall run with the land of the Property until the earlier of the date of recordation of the Certificate of Completion or the fifteenth (15th) anniversary of the date of the Close of Escrow.

EXHIBIT E

Section 5.1 of the Agreement provides:

5.1 Covenant to Maintain Property on Tax Rolls. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.1.1 The entire Property shall remain on the County secured real property tax rolls for twenty years from the date of issuance of a certificate of occupancy for the Project. the full term of this Agreement.

5.1.2 The Developer shall pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment on each December 10 and April 10 during such time period and to timely pay all supplemental tax bills regarding the Property issued by the County. The Developer further covenants and agrees to provide to the City, on or before July 31 of each year, commencing in the calendar year following the calendar year in which a Certificate of Completion is recorded and in each calendar year, thereafter, for the full term of this covenant: (i) a true and correct copy of all property tax assessment notices, property tax bills and property tax assessment correspondence by and between the Developer and the County regarding the Property and all improvements thereon, with respect to the preceding fiscal year of the County, and (ii) cancelled checks issued by the Developer in payment of all property tax payments that are made to the County regarding the Property and all improvements thereon (or other reasonably acceptable evidence of such payment), with respect to the preceding County fiscal year.

5.1.3 The covenants of this Section 5.1 shall run with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

Section 5.2 of the Agreement provides:

5.2 No Conveyance to Tax Exempt Entity. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.2.1 The Developer shall not use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property, the Project, or any portion of any of the foregoing to any entity or person, or for any use of the Property, the Project, or any portion of any of the foregoing, that is partially or wholly exempt from the payment of real or personal property taxes or that would cause the exemption of the payment of all or any portion of real or personal property taxes otherwise assessable regarding the Property, the Project, or any portion of any of the foregoing, without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion for a period of 20 years from the date of issuance of the certificate of completion for the Project by the City.

Section 5.3 of the Agreement provides:

5.3 Maintenance Condition of the Property. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.3.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a “Maintenance Deficiency”), then the City shall notify the Developer in writing of the Maintenance Deficiency. If the Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 5.4.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the City to the Developer, the City shall have the right to enforce the lien in the manner provided in Section 5.4.3.

5.3.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti is not removed within ninety-six (96) hours following the time of the discovery of the graffiti, the City shall have the right to enter the Property and remove the graffiti, without notice to the Developer. Any sum reasonably expended by the City for the removal of graffiti from the Property pursuant to this Section 5.4.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Developer from the City, the City shall have the right to enforce its lien in the manner provided in Section 5.4.3.

5.3.3 The Parties further mutually understand and agree that the rights conferred upon the City under this Section 5.4 expressly include a grant by the Developer of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Developer and its successors under Section 5.4.1 or Section 5.4.2, including the reasonable attorneys’ fees and costs of the City associated with the abatement of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words “reasonable attorneys’ fees and costs of the City” mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney.

5.3.4 The provisions of this Section 5.4, shall be a covenant running with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed. Nothing in the foregoing provisions of this Section 5.3 shall be deemed to preclude the Developer from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City.

Section 5.4 of the Agreement provides:

EXHIBIT E

5.4 Obligation to Refrain from Discrimination. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.4.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 5.4 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

5.4.2 The covenant of this Section 5.4 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

This NOTICE OF AGREEMENT is dated as of _____, 2026, and has been executed on behalf of the Developer and the City by and through the signatures of their authorized representative(s) set forth below. This Notice of Agreement may be executed in counterparts and when fully executed each counterpart shall be deemed to be one original instrument.

CITY:

THE CITY OF SIGNAL HILL
a California municipal corporation

Dated: _____, 2026

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney

EXHIBIT E

DEVELOPER:

Signal Hill Petroleum, a California limited liability
company

Dated: _____

By: _____
[TITLE]

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT A
TO
NOTICE OF AGREEMENT

Legal Description of Property

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

PARCEL 1:

THE SOUTH HALF OF LOT 2 AND ALL OF LOT 3 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL AND GAS RIGHTS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON SAID LAND AND ERECT THEREON ALL NECESSARY DERRICKS, RIGS, PIPE LINES AND OTHER MACHINERY PROPER FOR THE EXTRACTION AND RECOVERY OF OIL, GAS, PETROLEUM, OR OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO DRILL FOR, BORE FOR, REMOVE, EXTRACT AND SAVE SAID SUBSTANCES THEREFROM AS GRANTED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, IN DEED RECORDED AUGUST 31, 1921 IN [BOOK 477, PAGE 73 OF OFFICIAL RECORDS](#), AS TO THE SOUTH ONE-HALF OF LOT 2 AND THE NORTH ONE-HALF OF LOT 3.

ALSO EXCEPT THEREFROM ALL OF THE OIL AND GAS RIGHTS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON SAID LAND, AND ERECT THEREON ALL NECESSARY DERRICKS, RIGS, PIPE LINES AND OTHER MACHINERY PROPER FOR THE EXTRACTION AND RECOVERY OF OIL, GAS, PETROLEUM, OR OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO DRILL, BORE, REMOVE, EXTRACT AND SAVE SAID SUBSTANCES THEREFROM AS CONVEYED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, AS TRUSTEE, BY DEED DATED JULY 20, 1921, RECORDED IN [BOOK 412, PAGE 189 OF OFFICIAL RECORDS](#), UPON THE TERMS THEREIN PROVIDED, AS TO THE SOUTH ONE-HALF OF LOT 3.

APN: [7214-005-903](#); [7214-005-904](#)

PARCEL 2:

THE NORTH HALF OF LOT 2 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: [7214-005-901](#)

PARCEL 3:

THE EAST 155 FEET OF LOT 1, BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET WITH NO RIGHT OF ENTRY UPON THE SURFACE THEREOF, TOGETHER WITH ALL RIGHTS, ISSUES AND PROFITS THEREFROM, AS RESERVED BY DEED RECORDED DECEMBER 12, 2003 AS [INSTRUMENT NO. 03-3755388 OF OFFICIAL RECORDS](#).

APN: [7214-005-902](#)

EXHIBIT E

LOT 6 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND GAS RIGHTS AS GRANTED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, IN THE DEED RECORDED AUGUST 03, 1921 AS [INSTRUMENT NO. 705](#), IN [BOOK 145, PAGE 256, BOOK OF LEASES](#).

SAID INTEREST WAS PURPORTEDLY QUITCLAIMED BY DEED RECORDED NOVEMBER 13, 1986 AS [INSTRUMENT NO. 86-1562372 OF OFFICIAL RECORDS](#).

APN: [7214-005-900](#)

EXHIBIT F
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Official Action of Developer

CERTIFICATION OF LLC AUTHORITY

The undersigned members of Signal Hill Petroleum, a California limited liability company (the “**LLC**”), do certify that we are all of the members of the LLC and that there are no other members.

We further certify that any one (1) of the following named persons, individually:

[INSERT NAMES]

be, and they are, authorized and empowered for and on behalf of and in the name of the LLC to execute and deliver that certain 2026 Disposition and Development Agreement, dated _____, 2026, between the City of Signal Hill, a California charter city, (“**City**”) and the LLC (the “**Agreement**”), to purchase certain real property located in the City of Signal Hill, California, as specifically described in the Agreement, and all other documents to be executed by the LLC in connection with the transactions contemplated in the Agreement, and to take all actions that may be considered necessary to conclude the transactions contemplated in the Agreement and perform the other obligations of the LLC pursuant to the Agreement.

The authority conferred shall be considered retroactive, and any and all acts authorized in this document that were performed before the execution of this Certificate are approved and ratified. The authority conferred shall continue in full force and effect until the City of Signal Hill, a California charter city shall have received notice in writing from the LLC of the revocation of this Certificate.

We further certify that the activities covered by the foregoing certifications constitute duly authorized activities of the LLC; that these certifications are now in full force and effect; and that there is no provision in any document under which the LLC is organized and/or that governs the LLC’s continued existence, limiting the power of the undersigned to make the certifications set forth in this certificate, and that such certifications are in conformity with the provisions of all such documents.

LLC Members:

EXHIBIT G
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Certificate of Completion

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attention:

Exempt from Recording fee
pursuant to Gov't Code § 27383

CITY OF SIGNAL HILL
CERTIFICATE OF COMPLETION

I, Carlo Tomaino, City Manager of the City of Signal Hill (the “City”) certify that:

Section 1. The Project required to be constructed in accordance with that certain 2026 Disposition and Development Agreement, dated _____, 2026 (“DDA”), between the City and Signal Hill Petroleum, a California limited liability company (the “**Developer**”), on that certain real property specifically described in the legal description(s) attached to this Certificate of Completion as **Exhibit A** (the “**Property**”), is complete in accordance with the provisions of the Agreement.

This Certificate of Completion constitutes conclusive evidence of the City’s determination of the Developer’s satisfaction of its obligation under the Agreement to construct and install the Project on the Property, including any and all buildings, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the Project and its use and occupancy on the Project, whether or not such improvements are located on or off the Property or on other property subject to the Agreement. Notwithstanding any provision of this Certificate of Completion, the City may enforce any covenant surviving this Certificate of Completion in accordance with the terms and conditions of the Agreement and the Grant Deed by which the Property was conveyed to the Developer by the City under the Agreement. The Agreement is an official record of the City and a copy of the Agreement may be inspected at the City’s office located at 2175 Cherry Avenue, Signal Hill, California 90755, during the City’s regular business hours.

DATED AND ISSUED this _____ day of _____, ____.

THE CITY OF SIGNAL HILL
a California municipal corporation

By: _____
City Manager

EXHIBIT A
TO
CERTIFICATE OF COMPLETION

Legal Description of the Property

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

PARCEL 1:

THE SOUTH HALF OF LOT 2 AND ALL OF LOT 3 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL AND GAS RIGHTS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON SAID LAND AND ERECT THEREON ALL NECESSARY DERRICKS, RIGS, PIPE LINES AND OTHER MACHINERY PROPER FOR THE EXTRACTION AND RECOVERY OF OIL, GAS, PETROLEUM, OR OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO DRILL FOR, BORE FOR, REMOVE, EXTRACT AND SAVE SAID SUBSTANCES THEREFROM AS GRANTED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, IN DEED RECORDED AUGUST 31, 1921 IN [BOOK 477, PAGE 73 OF OFFICIAL RECORDS](#), AS TO THE SOUTH ONE-HALF OF LOT 2 AND THE NORTH ONE-HALF OF LOT 3.

ALSO EXCEPT THEREFROM ALL OF THE OIL AND GAS RIGHTS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON SAID LAND, AND ERECT THEREON ALL NECESSARY DERRICKS, RIGS, PIPE LINES AND OTHER MACHINERY PROPER FOR THE EXTRACTION AND RECOVERY OF OIL, GAS, PETROLEUM, OR OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO DRILL, BORE, REMOVE, EXTRACT AND SAVE SAID SUBSTANCES THEREFROM AS CONVEYED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, AS TRUSTEE, BY DEED DATED JULY 20, 1921, RECORDED IN [BOOK 412, PAGE 189 OF OFFICIAL RECORDS](#), UPON THE TERMS THEREIN PROVIDED, AS TO THE SOUTH ONE-HALF OF LOT 3.

APN: [7214-005-903](#); [7214-005-904](#)

PARCEL 2:

THE NORTH HALF OF LOT 2 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: [7214-005-901](#)

PARCEL 3:

THE EAST 155 FEET OF LOT 1, BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET WITH NO RIGHT OF ENTRY UPON THE SURFACE THEREOF, TOGETHER WITH ALL RIGHTS, ISSUES AND PROFITS THEREFROM, AS RESERVED BY DEED RECORDED DECEMBER 12, 2003 AS [INSTRUMENT NO. 03-3755388 OF OFFICIAL RECORDS](#).

APN: [7214-005-902](#)

LOT 6 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 105 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND GAS RIGHTS AS GRANTED TO FARMERS AND MERCHANTS TRUST COMPANY, A CORPORATION, IN THE DEED RECORDED AUGUST 03, 1921 AS [INSTRUMENT NO. 705](#), IN [BOOK 145, PAGE 256, BOOK OF LEASES](#).

SAID INTEREST WAS PURPORTEDLY QUITCLAIMED BY DEED RECORDED NOVEMBER 13, 1986 AS [INSTRUMENT NO. 86-1562372 OF OFFICIAL RECORDS](#).

APN: [7214-005-900](#)

SHP Property

Lot: 3 Block: E Abbreviated Description: LOT:3 BLK:E CITY:REGION/CLUSTER: 26/26816
*TR=RESUB OF BLKS D & E OF THE CRESCENT HTS TR*S 60 FT (EX OF ST) OF LOT 3
BLK E City/Muni/Twp: REGION/CLUSTER: 26/26816
APN: 7214-006-019

Lot: 6 Block: E Abbreviated Description: LOT:6 BLK:E CITY:REGION/CLUSTER: 26/26816
TR=RESUB OF BLKS D & E OF THE CRESCENT HTS TR(EX OF ST) OF LOT 6 BLK E
City/Muni/Twp: REGION/CLUSTER: 26/26816
7214-006-020

Lot: 1,2 Block: E Abbreviated Description: LOT:1,2 BLK:E CITY:REGION/CLUSTER:
26/26610 M B 5-105 EX OF ST LOTS 1 AND 2 AND N 60 FT EX OF ST OF LOT 3 BLK E
City/Muni/Twp: REGION/CLUSTER: 26/26610
7214-006-021

Lot: 5 Block: E Abbreviated Description: LOT:5 BLK:E CITY:REGION/CLUSTER: 26/26816
RESUB OF BLKS D AND E OF THE CRESCENT HTS TR LOT 5 BLK E City/Muni/Twp:
REGION/CLUSTER: 26/26816
7214-006-014

Lot: 4 Block: E Abbreviated Description: LOT:4 BLK:E CITY:REGION/CLUSTER: 26/26816
TR=RESUB OF BLKS D&E OF THE CRESCENT HTS TR(EX OF STS) LOT 4 BLK E
City/Muni/Twp: REGION/CLUSTER: 26/26816
7214-006-015

LOT 4 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, AT PAGE 105 OF MAPS, RECORDS OF LOS ANGELES COUNTY, EXCEPT THEREFROM, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF.

APN: 7214-005-010

LOT 5 IN BLOCK "D" OF THE RESUBDIVISION OF BLOCKS "D" AND "E" OF THE CRESCENT HEIGHTS TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, AT PAGE 105 OF MAPS, RECORDS OF LOS ANGELES COUNTY, EXCEPTING THEREFROM, ALL THOSE RIGHTS TO PRODUCE AND OPERATE AND TO EXTRACT OIL AND GAS FROM THAT CERTAIN OIL AND GAS WELL KNOWN AS CROSWELL #2 LOCATED ON THE DEMISED PREMISES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN OIL AND GAS LEASE RECORDED IN BOOK 932 PAGE 70 OF OFFICIAL RECORDS OF LOS ANGELES, COUNTY AS MODIFIED.

APN: 7214-005-011

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

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

WITNESS my hand and official seal.

Notary Public



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal
Hill, California 90755-3799

STAFF REPORT

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: GABINO LUNA
PUBLIC WORKS DIRECTOR**

**SUBJECT: PUBLIC WORKS SERVICES AGREEMENT FOR STREET PAVEMENT
MAINTENANCE SERVICES MASTER AGREEMENT**

Summary:

The City of Signal Hill maintains approximately 36.3 section miles of arterial, collector, and local streets within its jurisdiction, and is responsible for preserving and improving this roadway network through ongoing pavement maintenance, rehabilitation, and reconstruction activities. To strategically plan roadway maintenance and track pavement conditions, the Citywide Pavement Management Program (PMP) provides a comprehensive evaluation of the City's street network, establishes pavement condition ratings, forecasts future maintenance and rehabilitation needs, and identifies the most cost-effective long-term strategy for maintaining and improving the City's roadway infrastructure.

In 2022, the City Council approved the PMP which was prepared by Buckman Infrastructure Group, Inc. In 2025, the City worked with Bucknam Infrastructure Group, Inc. to conduct an updated pavement management analysis and prepare the 2026 PMP update. The updated PMP establishes a five-year pavement capital improvement strategy for Fiscal Years 2026-27 through 2030-31. Staff evaluated long-term pavement funding strategies, project prioritization, and implementation methods to better implement the recommendations, and developed a proposed pavement strategy that separates major pavement rehabilitation projects from routine pavement maintenance work in order to maximize available funding and reduce future deferred roadway liabilities.

Staff issued a Request for Proposals (RFP) for Master Pavement Maintenance Services for as-needed pavement maintenance and preservation services, including slurry seal, microsurfacing, localized pavement repairs, and related maintenance activities. Following review of the submitted qualifications, experience, responsiveness, and rate schedules, staff recommends award of master agreements to All American Asphalt Incorporated, Paveco Incorporated, and Hardy & Harper Incorporated as the best qualified firms to support the City's pavement preservation program.

This staff report requests that the City Council receive and file the 2026 PMP, adopt the proposed Five-Year Pavement Capital Improvement Program, and authorize implementation of the City's proposed pavement preservation strategy through approval of the proposed master pavement maintenance agreements. If approved, the Public Works Department would enter into one-year master pavement agreements with All American Asphalt Incorporated, Paveco Incorporated, and Hardy & Harper Incorporated commencing July 1, 2026, for a not-to-exceed amount of \$1,000,000 per agreement.

Strategic Plan Goals:

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Goal No. 4 Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.

Goal No. 5 High Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Staff recommends the City Council:

1. Receive and file the Update of Pavement Management Program dated January 20, 2026, prepared by Bucknam Infrastructure Group, Inc.;
2. Adopt the 2025 Citywide Pavement Management Program and Five-Year Pavement Capital Improvement Program;
3. Authorize the City Manager to enter into a one (1) year Master Services Agreement with All American Asphalt Incorporated, to provide on-call as needed street, sidewalk, and public right-of-way maintenance and repair services for a not-to-exceed amount of one million dollars (\$1,000,000.00) in a form approved by the City Attorney.
4. Authorize the City Manager to enter into a one (1) year Master Services Agreement with Paveco Incorporated, to provide on-call as needed street, sidewalk, and public right-of-way maintenance and repair services for a not-to-exceed amount of one million dollars (\$1,000,000.00) in a form approved by the City Attorney.
5. Authorize the City Manager to enter into a one (1) year Master Services Agreement with Hardy & Harper Incorporated, to provide on-call as needed street, sidewalk, and public right-of-way maintenance and repair services for a not-to-exceed amount of one million dollars (\$1,000,000.00) in a form approved by the City Attorney.

Fiscal Impact:

The proposed Five-Year Pavement Capital Improvement Program identifies approximately \$8,950,000.00 in planned pavement rehabilitation and maintenance funding through Fiscal Year 2030-31. Funding allocations were developed collaboratively with the Finance Department and incorporate multiple transportation-related revenue sources, including Measure R, Measure M, Proposition C, RMRA (SB1), Special Gas Tax, and Capital Improvement Program Reserves.

The proposed funding distribution is summarized below:

Funding Source	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
Measure R	\$300,000	\$150,000	\$50,000	\$200,000	\$200,000	\$900,000
Measure M	\$590,000	\$170,000	\$170,000	\$200,000	\$200,000	\$1,330,000
Proposition C	\$340,000	\$650,000	\$230,000	-	-	\$1,220,000
RMRA (SB1)	\$500,000	\$750,000	\$200,000	\$250,000	\$250,000	\$1,950,000
Special Gas Tax	\$750,000	\$750,000	\$500,000	\$400,000	\$400,000	\$2,800,000
CIP Reserves	-	-	\$250,000	\$250,000	\$250,000	\$750,000
	\$2,480,000	\$2,470,000	\$1,400,000	\$1,300,000	\$1,300,000	\$8,950,000

The Public Works Department coordinated with the Finance Department to develop the proposed funding allocation strategy for the FY 2026-28 Capital Improvement Program Budget and to identify projected funding allocations for future fiscal years as outlined above., as outlined above.

The proposed funding strategy supports the implementation of both major rehabilitation projects and ongoing pavement preservation activities consistent with the PMP recommendations. The availability of the proposed funding strategy for the PMP will be assessed as part of the budget approval process to ensure revenues and expenditures track as anticipated.

Background:

The City of Signal Hill maintains approximately 36.3 section miles of arterial, collector, and local streets that support residential neighborhoods, commercial corridors, and regional circulation throughout the City. Preserving the condition and functionality of this roadway network remains a critical long-term infrastructure responsibility for the City. To assist with infrastructure planning and funding prioritization, the City utilizes a Pavement Management Program to evaluate pavement conditions, forecast maintenance and rehabilitation needs, establish improvement priorities, and guide long-term investment strategies for roadway improvements throughout the City.

The purpose of the PMP is to provide planning and management tools that continuously assess existing pavement conditions, forecast future deterioration, and identify the most cost-effective maintenance and rehabilitation strategies for the City's roadway network. The PMP also supports the City's continued eligibility for State and regional transportation funding programs.

In 2022, the City Council received and filed an updated PMP prepared by Bucknam Infrastructure Group, Inc. The 2022 PMP established a citywide Pavement Condition Index (PCI) of 73.7 and developed a long-term roadway maintenance strategy centered on preventive maintenance, rehabilitation, and reconstruction. Since the adoption of the 2022 PMP, the City has continued to implement pavement preservation and rehabilitation projects, utilizing RMRA (SB1), Measure R,

Measure M, Proposition C, and other transportation-related funding sources to improve roadway conditions and reduce long-term deferred maintenance throughout the City. Over the last several years, the City successfully completed several pavement improvement projects identified in the previous PMP, including the Spring Street Bicycle Lane Gap Closure Project, Palm Avenue Improvements Project, Cherry Avenue and Jessie Nelson Circle Improvements Project, and California Avenue Reconstruction Project. These projects included roadway rehabilitation, pavement reconstruction, ADA improvements, striping improvements, traffic loop installation, utility adjustments, and related public right-of-way improvements intended to improve roadway conditions, extend pavement life, and enhance public safety throughout the City.

In 2025, the City retained Bucknam Infrastructure Group, Inc. to complete an updated pavement management analysis and prepare the 2026 PMP update. The updated PMP analyzed approximately 36.3 section miles of arterial, collector, and local streets and developed a five-year pavement capital improvement strategy for Fiscal Years 2026-27 through 2030-31. The updated PMP utilized the City's MicroPAVER pavement management database to evaluate pavement conditions throughout the City. Pavement sections were inspected and assigned PCI ratings ranging from 0 to 100, with higher values representing better pavement conditions.

The updated analysis identified:

- A weighted PCI of 77.3 for the arterial and collector network;
- A weighted PCI of 67.1 for the local street network; and
- An overall citywide weighted PCI of 72.7.

The updated PMP further noted that the City's arterial and collector network conditions improved significantly due to the substantial number of arterial overlay and rehabilitation projects completed since adoption of the 2022 PMP. The PMP also identified the following maintenance needs throughout the City:

- Approximately 32% of the arterial and collector network requires slurry seal maintenance;
- Approximately 14% of the arterial and collector network requires overlay or reconstruction work;
- Approximately 22% of the local network requires slurry seal maintenance; and
- Approximately 30% of the local network requires overlay or reconstruction work.

Staff worked closely with the consultant during the development of the updated PMP to identify and establish a plan for implementation.

Analysis:

During the development of the updated PMP, staff conducted multiple coordination meetings with the pavement management consultant to evaluate the most effective implementation strategy for future pavement improvements. Through these discussions, staff determined that separating preventative pavement maintenance activities from major rehabilitation and reconstruction work would provide the City with greater flexibility to address roadway needs more proactively and efficiently, and developed a proposed pavement delivery strategy to maximize available funding and reduce future deferred

maintenance liabilities.

Under the proposed strategy, the City would continue to deliver major roadway rehabilitation projects requiring grind-and-overlay or reconstruction through separate public works construction contracts. At the same time, the City would establish a citywide pavement preservation program utilizing master maintenance agreements to complete preventative maintenance treatments such as slurry seal, microsurfacing, crack sealing, localized patching, and related maintenance work on an as-needed basis throughout the five-year PMP cycle.

This approach would allow the City to:

- Address priority rehabilitation projects identified within the PMP;
- Preserve streets currently in fair-to-good condition before significant deterioration occurs;
- Reduce long-term deferred maintenance liabilities;
- Improve long-term pavement performance and lifecycle costs; and
- Deliver pavement preservation work more efficiently through flexible on-call contracting mechanisms.

Staff coordinated with the City Attorney's Office regarding procurement requirements associated with the implementation of this strategy. Based on the City Attorney's review, the City could separate maintenance-related resurfacing work from major public works construction activities and procure maintenance services through a separate RFP process, provided the work remained within applicable Public Contract Code limitations associated with maintenance activities.

RFP Circulation Process

Following review and approval by the City Attorney and consistent with the City's Purchasing Guidelines, on April 23, 2026, the City posted a Notice Inviting Proposals for the Street Pavement Maintenance Services RFP at the City's public notice locations, distributed the notice to subscribers through the City's website, and posted the solicitation through the City's PlanetBids portal. The City posted the RFP on PlanetBids, the City's website, and the City's public notice locations in accordance with Signal Hill Municipal Code Section 1.08.010.

The RFP established a qualifications-based procurement process for as-needed pavement maintenance services and identified that agreements would be awarded to the best-qualified vendors based on experience, qualifications, and rate schedules. A total of 29 prospective proposers were notified of the RFP through PlanetBids, and 26 firms downloaded the contract documents. Proposals were due to the City on May 13, 2026.

The City received seven complete proposals prior to the submission deadline that met all City and proposal requirements. The following list identifies the firms that submitted complete and responsive proposals by the May 13, 2026, proposal deadline:

Contract or	
1	All American Asphalt Inc.

2	Gentry General Engine
3	Onyx Paving Company
4	Paveco
5	Hardy & Harper, Inc
6	Ruiz Concrete and Pav
7	PALP dba Excel Pavin

Evaluation Process

Public Works staff reviewed the submitted proposals, qualifications, experience, responsiveness, and rate schedules. The City's Selection Committee, consisting of the Public Works Director, Associate Engineer, and Contracts Manager, evaluated the proposals using the following criteria:

- A. Ability to perform the specific tasks
- B. Qualifications of the specific firm's experience working on similar projects
- C. Reasonableness of the schedule to complete each task element
- D. Rate schedule provided

Selection

After careful evaluation, the City's Selection Committee determined All American Asphalt Incorporated, Paveco Incorporated, and Hardy & Harper Incorporated to be the most qualified contractors for the as-needed street, sidewalk, and public right-of-way pavement maintenance services.

Staff conducted reference checks and confirmed that All American Asphalt Incorporated, Paveco Incorporated, and Hardy & Harper Incorporated possess the experience and qualifications necessary to perform the required services and understand the operational needs of the City under the proposed agreements. The proposed agreements will enable the Public Works Department to secure timely professional services, augment staff resources, and provide essential support throughout the term of the agreements. The amount of work assigned to each contractor will depend on City priorities, specific service needs, workforce availability, and funding availability. Based on the required services, City staff will direct the appropriate contractor to complete the work in accordance with the agreement's scope of services and approved rate schedules. If approved by the City Council, the proposed master agreements would become effective on July 1, 2026, for a one-year term, with a not-to-exceed contract amount of \$1,000,000 per agreement.

Based on the findings and recommendations of the updated PMP, staff recommends that the City Council adopt the 2026 Citywide Pavement Management Program and Five-Year Pavement Capital Improvement Program to continue guiding the City's long-term pavement maintenance and rehabilitation efforts. Staff further recommends approval of the proposed Master Pavement Maintenance Agreements with All American Asphalt Incorporated, Paveco Incorporated, and Hardy & Harper Incorporated to support implementation of the City's new pavement preservation strategy, which will allow the Public Works Department to more proactively address preventative maintenance needs, preserve roadway conditions, reduce long-term deferred maintenance costs, and efficiently deliver pavement improvement projects throughout the City on an as-needed basis.

6/9/2026

Reviewed for Fiscal Impact:

Siamlu Cox

Attachments:

- A. Citywide 2026 Pavement Management Program
- B. Master Pavement Agreement with All American Asphalt, Incorporated
- C. Master Pavement Agreement with Paveco Incorporated
- D. Master Pavement Agreement with Hardy & Harper Incorporated

FINAL REPORT

***UPDATE OF
PAVEMENT MANAGEMENT PROGRAM
(Citywide)***

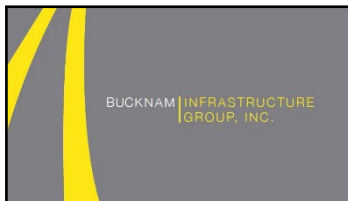
2026-2030



Submitted to:

City of Signal Hill, CA

January 20, 2026



Revised: June 1, 2026

January 20, 2026

Mr. Jesus Saldana
Associate Engineer
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755

Subject: Final Report - Update of the Pavement Management Program

Dear Jesus:

As part of the 2025 Update of the Pavement Management System for the City of Signal Hill, *Bucknam Infrastructure Group, Inc.* is pleased to submit the Final Report for the City's pavement network.

The information contained in this report was used to develop the recommended improvement program for the pavement network. The report covers the following categories:

- **Executive Summary (Section I)**
- **Pavement Management Program Development and Reporting (Section II)**
- **Pavement Conditions For Each Segment in the Network (PCI Report – Section III)**
The Pavement Condition Index report shows the present condition of each street in the pavement network. In addition, the report shows the basic geometry of each street segment.
- **Forecast Maintenance & Rehabilitation Reports - FMR (Section IV)**
 - **Recommended Maintenance and Repair Strategies**
The recommended maintenance and rehabilitation strategies were used to generate the Forecast Maintenance & Rehabilitation Report and were based on our 2025 inspections. Additionally, we have assessed and incorporated unit cost and maintenance application practices/types with our strategies.
 - **Projected Projects based on M&R Strategies**
The Forecast Maintenance and Rehabilitation (FMR) Report projects the street maintenance/rehabilitation activities required for the next five years, broken down to show maintenance levels for Arterials, Collectors and Local streets. The report included in this section is broken down by fiscal year.



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

Our thorough analysis of previous and current Signal Hill PMP strategies enabled our staff to make proactive recommendations to the City's pavement CIP. All comments received from the City have been incorporated in the reports that follow. It has been a pleasure working with you and the City on updating your Pavement Management Program. We look forward to the continued success of this project and future PMP teamwork with City staff.

Sincerely,

Bucknam Infrastructure Group, Inc.

A handwritten signature in black ink, appearing to read "Peter J. Bucknam", with a stylized, flowing script.

Peter J. Bucknam
Project Manager
Infrastructure Management – GIS Services

TABLE OF CONTENTS

- I. Executive Summary
 - A. City's Pavement Network
 - B. Current Citywide Conditions
 - C. Maintenance / Rehabilitation Strategy Development
 - D. Annual Budget Projections
 - E. Quality Control Efforts
 - F. Findings and Recommendations
- II. Pavement Management Program-Capital Improvement Program
 - A. PMP Scope of Work
 - B. Maintenance / Rehabilitation Strategy Assignments
 - C. Multi-Year Annual Work Program Recommendations
 - i. Actual Budget Scenario
 - ii. Increase PCI to 80 Budget Scenario
 - D. City of Signal Hill MyRoads® PMP Web-Portal
- III. Pavement Condition Index (PCI) Reports
 - A. PCI Reports – Data Definitions
 - B. 2025 Signal Hill PCI Map
 - C. Name Order (A-Z)
 - D. PCI Order (0-100)
- IV. Forecast Maintenance / Rehabilitation (FMR) Report
 - A. Increase PCI Budget, Five Year Plan (2026-2030)

<u>Figure and Table Reference</u>	<u>Page #</u>
Figure 1 – Pavement Area (SF) by Rank	Sec 1-2
Figure 2 – Historical PCI Findings (FY 2019-2025)	Sec 1-3
Figure 3 – PCI Distribution by Section Mileage for All Streets	Sec 1-6
Figure 4 – Sample Pavement Life Cycle / Deterioration Rate	Sec 2-16
Figure 5 – Resulting Network PCI (Actual \$9.0 Million/5 Yr Budget)	Sec 2-20
Figure 6 – Resulting Network PCI (Increase PCI to 80 Budget)	Sec 2-22
Figure 7 – PCI Calculation Worksheet	Sec 2-25
Figure 8 – Signal Hill MyRoads® PMP Web-Portal	Sec 2-26
Figure 9 – Arterial Condition Distribution	Sec 2-27
Figure 10 – Local Condition Distribution	Sec 2-27
Figure 11 – Signal Hill 2025 PCI Map	Sec 3-31

Table 1 – Past and Present PCI Results	Sec 1-3
Table 2 – Condition Distribution by Mileage for All Streets	Sec 1-4
Table 3 – Neighboring City PCI's	Sec 1-4
Table 4 – Actual \$1.8 Million/yr PMP Funding Scenario	Sec 1-9
Table 5 – Necessary Funding to Increase Citywide PCI to 80	Sec 1-9
Table 6 – PCI Range	Sec 2-14
Table 7 – Maintenance / Rehabilitation Strategy Assignments	Sec 2-15
Table 8 – Resulting Conditions Based Upon Actual Budget (FY 2026-2030)	Sec 2-19
Table 9 – Necessary Funding to Increase PCI to 80	Sec 2-21

Acronym Listing

American Society for Testing and Materials (ASTM)
Army Corps of Engineers (USACE)
Asphalt Concrete (AC)
Asphalt Rubber Hot Mix (ARHM)
Average Daily Traffic (ADT)
Capital Improvement Program (CIP)
Geographic Information System (GIS)
High Density Mineral Bond (HDMB)
Los Angeles County MTA (METRO)
Maintenance and Repair (M&R)
Pavement Condition Index (PCI)
Pavement Management Program (PMP)
Portland Cement Concrete (PCC)

SECTION I

EXECUTIVE SUMMARY

2025 PAVEMENT MANAGEMENT PROGRAM

This report reflects the continued dedication and proactive management of the City's Pavement Management Program (PMP); the last major update to the City's PMP was performed three (3) years ago. As the City of Signal Hill continues to show limited growth with its population, demographics, infrastructure and maintenance needs, the street network has been running parallel as the system matures and capital street projects widen streets. Through this project, the City of Signal Hill developed its PMP with the use of an automated online PMP program (MicroPAVER). This system is essential to the City in that it assists Public Works staff in capturing funding for its arterial street system as well as cost-effectively manages the local network through proactive maintenance and scheduling. Under this project, the City has incorporated the development of a unique Pavement Management – GIS layer that will assist the City in spatially analyzing pavement conditions and other attribute information that resides in the MicroPAVER database.

The Signal Hill PMP has been developed to assist City personnel by providing current data on the City's street network and to develop cost-effective maintenance strategies to maintain a desirable level of pavement performance on a network scale, while optimizing the expenditure of limited fiscal resources. The PMP efforts in 2025 consisted of analyzing the City's previous PMP dataset/maps for quality and usability. City staff also provided key information pertaining to the ongoing maintenance that has occurred throughout the City since 2022. In doing this, we were tasked to generate an updated Capital Improvement Program report that identified recommendations and deficiencies in the current operating and maintenance efforts put forth by the City.

For the 2025 project, our staff surveyed all arterial and collector routes to assist the City in complying with Los Angeles County MTA (METRO) PMP requirements as well as surveyed all local streets and analyzed historical maintenance operations.

Specifically, the program provides administrators and maintenance personnel with:

- * The present condition status of the pavement network (arterial, collector, and local streets), as a whole and of any grouping or individual component within the City;
- * A ranked list of all streets, or segments of streets, by condition within the network;
- * Rehabilitation/maintenance needs of each street segment by year;
- * An optimized priority maintenance and rehabilitation program based on cost/benefit analysis and various levels of funding;
- * Optimum annual budget levels for pavement maintenance for the current and the following five (5) years;
- * Prediction of the future performance of the City's pavement network and each individual street section; and



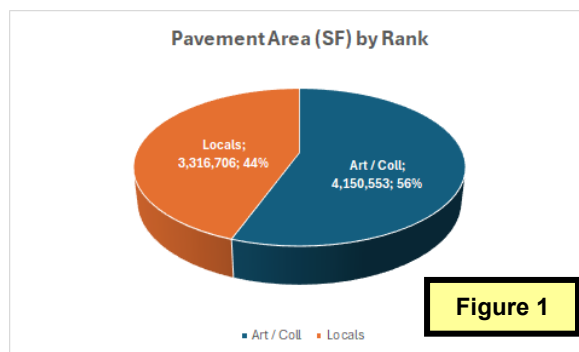
- * Pavement network and conditional data presented in **ArcGIS and MyRoads®** that are compatible with City’s existing GIS Enterprise

Pavement is a dynamic structure where deterioration is constantly occurring; thus the pavement management system needs to be updated on a regular basis to reflect these changes in pavement conditions, pavement maintenance histories, and maintenance strategies based upon budgetary constraints. In our approach to develop the City’s forecasted maintenance recommendations we worked with Signal Hill staff in identifying unit costs for all maintenance practices used on an annual basis. Currently, based upon the City’s maintenance practices and their associated unit costs, the total replacement value of the Signal Hill pavement network is \$76,195,100. This value clearly indicates that the City’s pavement network is the most valuable and essential asset to Signal Hill. The City’s use of slurry seal, ARHM Overlay and R&R practices are typically applied at a five year, ten year and 25 year frequency respectively. These frequencies are typical but the City may see increases in deterioration rates due to environmental, load and high average daily traffic (ADT) volumes. For example, high ADT volumes along one of Signal Hill’s arterial streets will increase deterioration rates for a previously applied AC Overlay compared to a small local street. These deterioration rates are monitored through frequent inspections and functional class deterioration analysis within the City’s PMP database.

This report reflects our findings and recommendations for the PMP and the current state of the City’s pavement network. Furthermore, we have recommended detailed funding and maintenance strategies for the arterial/collector and residential networks for next five (5) years.

A. CITY’S PAVEMENT NETWORK

Within the Signal Hill Arterial/Collector pavement management network consist of approximately 18.9 section miles of streets, 4,150,553 SF of pavement that is made up of 101 pavement sections. The Local network consists of approx. 17.4 section miles of streets, 3,316,706 SF of pavement which consists of 160 pavement sections. Combined, the entire network consists of 36.3 section miles of streets, 7,467,259 SF and 261 total pavement sections.



The City’s pavement network is broken down into manageable groups that have similar characteristics, such as pavement street classification, surface type and logical segmentation. Pavement segments are identified by their branch and section numbers. Pavement “branches” that have a common usage, such as Cherry Ave, defines a “branch” within MicroPAVER. Pavement “sections” are pavement segments within the defined branch that have consistent pavement street classifications, construction/maintenance histories and use. Representative inspection samples are then selected and visually surveyed to locate distress data. This data is used to calculate the pavement sections Pavement Condition Index (PCI) which includes distress type, extent of the distress and its severity.

The PCI is a condition rating that ranges from 100 (a new pavement section or recently overlaid or reconstructed) to 0 for a section that has structurally failed and deteriorated dramatically. Weighted average PCI of a given area/zone equals the pavement sections PCI multiplied by its

own area divided by the total square footage of the given area/zone. Table 2 summarizes the section conditions found within the City of Signal Hill pavement network by street classification.

- **The weighted average PCI for the City of Signal Hill Arterial / Collector network is 77.3**
- **The weighted average PCI for the City of Signal Hill Local network is 67.1**

The weighted PCI value associated with the Arterial and Local routes shown through our survey analysis is timely in that it is showing that a large amount of preventive, slurry seal, and overlay work will continue to be needed over the next several years to proactively increase the PCI level to ultimately achieve a “preventive maintenance” state (typically a weighted PCI of 75 or higher).

Rank	Mileage	SF	2025 PCI	2022 PCI	2019 PCI
Art / Coll	18.9	4,150,553	77.3	77.7	75.3
Locals	17.4	3,316,706	67.1	68.8	69.5
Citywide	36.3	7,467,259	72.7	73.7	72.7

Table 1 –Past and Present PCI Results

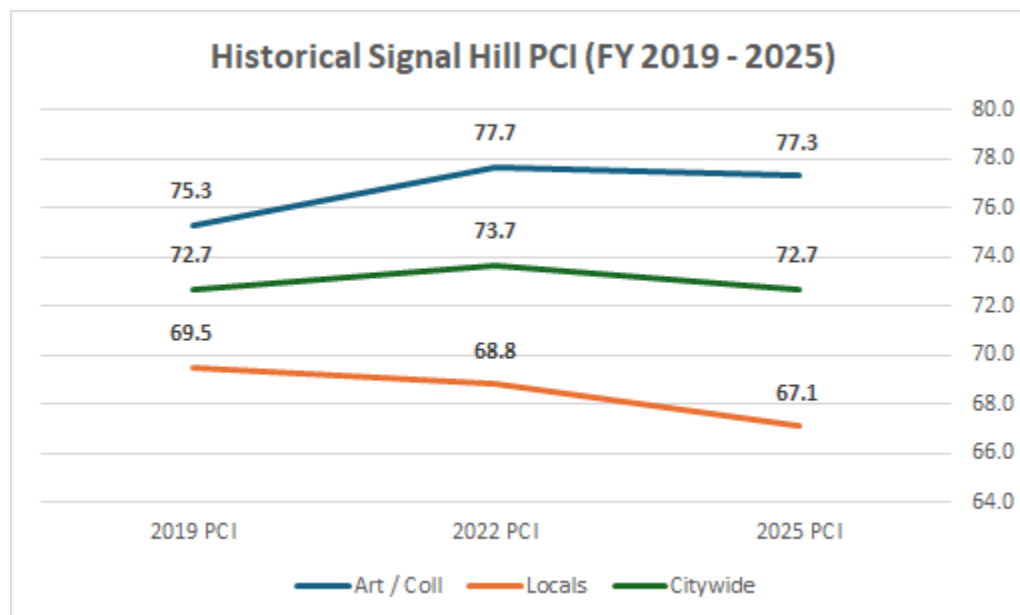


Figure 2 – Historical PCI Findings (FY 2019-2025)

B. CURRENT CITYWIDE CONDITIONS (ARTERIALS AND LOCALS)

The overall condition of the City's pavement network is "Very Good" with a weighted average PCI of 72.7 based on the surface area of each segment. The distribution of the City's overall pavement network is shown in Section III of this report (Condition Distribution).

Condition	PCI Range	Arterial / Collector	Local	Total	% of Network
Excellent	86-100	6.7	2.7	9.4	26%
Very Good	71-85	7.7	6.3	14.0	38.6%
Good	56-70	1.7	3.3	5.0	13.8%
Fair	41-55	2.0	3.6	5.6	15.4%
Poor	26-40	0.8	1.1	1.9	5.2%
Very Poor	11-25	0.0	0.4	0.4	1.1%
Failed	0-10	0.0	0.0	0.0	0.0%
		18.9	17.4	36.3	

Table 2 – Condition Distribution by Mileage for All Streets

For comparison, Bucknam performed pavement management studies for several other Los Angeles County agencies and have included their weighted PCI values (right). Also, the current LA County average PCI, that is based on 88 local agencies, is 66.

Table 3 Neighboring City PCI's (Citywide 2024 & 2025 PMP's)			
Alhambra	76.0	Duarte	77.3
South Gate	55.5	Monterey Park	65.7
Lynwood	71.6	Bell	79.0
South Pasadena	63.8	Commerce	65.5
El Segundo	80.3	Compton	58.0
Sierra Madre	76.5	Gardena	81.2

For a network to be in a "preventive" condition status you would typically see Very Good to Good section percentage totals at the 60% to 70% range; Signal Hill's network currently shows 52.4% of its sections within these PCI ranges. These findings indicate that the proper funding of the network over the past several years has been essential and needs to be continued over the next five years to improve the overall PCI above 80+; this will allow Public Works managers/staff to proactively establish preventive and rehabilitation schedules that will generate further high-value ROI for the City. At a minimum, to sustain this asset, continued amounts of overlay rehabilitation and slurry seal maintenance needs to be budgeted for and performed across all areas of the pavement network.

As shown in Table 2, over 21% of the City's entire network falls within the fair to failed condition categories based on the PCI findings, highlighting the need for continued funding of proactive slurry seal & overlay projects. More overlay rehabilitation activity will increase the City's overall weighted PCI while reducing deferred maintenance costs in future fiscal years. Overlay projects applied to appropriate, qualifying segments is necessary to improve the City's network and achieve a preventive condition status as described above. A network-wide preventive condition status is typically a network with a weighted average PCI over 75.

Regarding the Local network, detailed inspection analysis shows that 22% (3.9 miles) of the Local pavement networks require slurry seal maintenance activity while 30% (5.2 miles) requires overlay rehabilitation or full reconstruction.

With the moderate amount of Local sections needing rehabilitation the City should proactively appropriate the necessary amount of annual overlay funding to improve the network to a higher condition level. The Local network will continue to be a moderate contributor to the high amount of deferred rehabilitation cost burdens unless appropriate pavement funding is applied.

In regard to the Arterial / Collector network, detailed inspection analysis shows that 32% (6.0 miles) of the pavement network requires slurry seal maintenance activity while 14% (2.7 miles) requires overlay rehabilitation or full reconstruction. Over the past three years the Arterial / Collector weighted PCI has reached a high level (75+). This is due to the considerable amount of arterial CIP overlay projects that have been applied to the network since 2022. With the overall arterial PCI in the high-70's, proactive planning and application of scheduled overlay projects needs to be sustained; this will maintain the overall conditions while freeing up additional funding for deferred Local overlay projects.

Through our assessment of the City's annual pavement management budget allocation needs (Tables 5 & 6 below) we have identified the necessary annual funding levels to maintain or improve the City's PCI by FY 2030.

This PMP update recommends pavement strategies for each segment based on the existing surface conditions. However, as large overlay and reconstruction projects are considered for funding, the City should make a final determination of the segment-specific pavement management approach based on subgrade R-values, structural design, and distress severities and extents.

PCI conditions reflect "surface" conditions; additional sub-surface data such as coring data, R-Values and ground penetrating radar (GPR) will provide the City with enhanced AC/PCC structural data that will assist in project prioritization.

Our 2025 findings indicate that the PMP network has been proactively managed over the past several years. This is evident in the improvement of the citywide weighted PCI since 2022 and moderate amounts of deferred maintenance/rehabilitation projects. As the City strives to implement a stronger preventive state of M&R, cost efficient Arterial/Local rehabilitation and proactive use of available SB1/Gas Tax/Prop. C/Measure M/Measure R overlay funding should remain the focus.

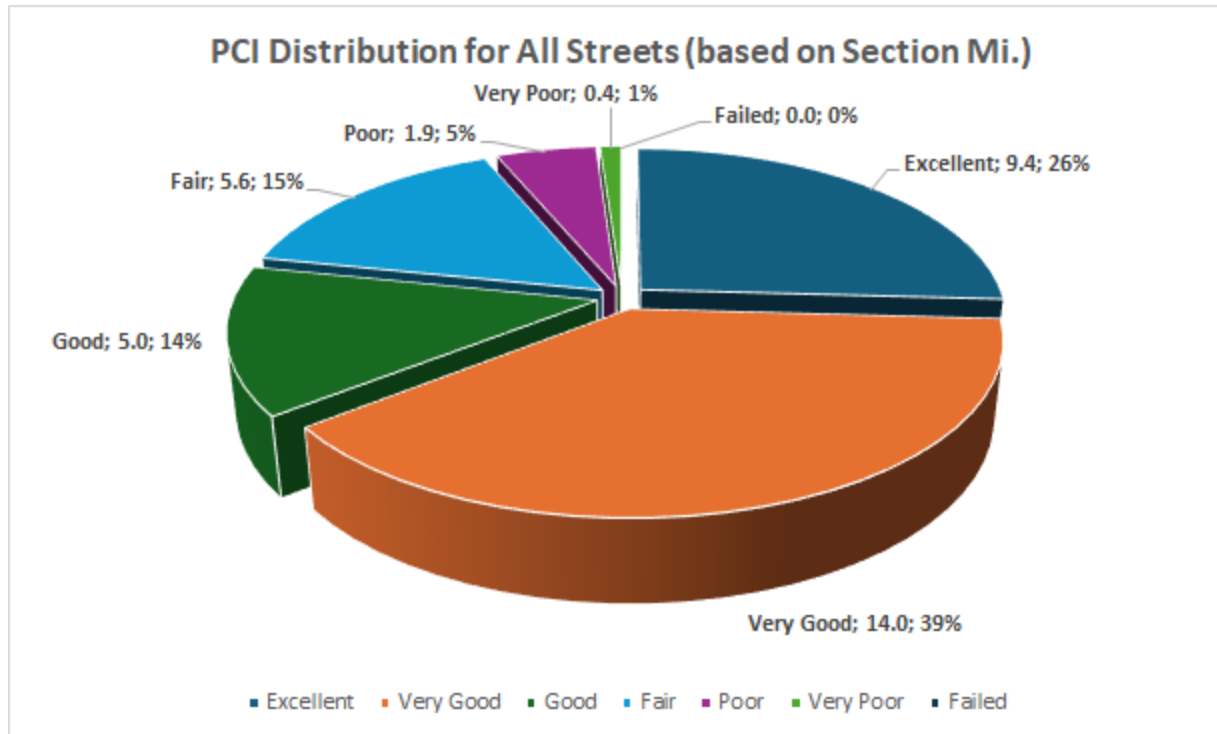


Figure 3 – PCI Distribution by Section Mileage for All Streets

C. MAINTENANCE / REHABILITATION STRATEGY DEVELOPMENT

Based on the results of the condition survey and input from the City, pavement maintenance/rehabilitation strategies were developed. At the outset, the City and Bucknam staff identified a distribution of City funds that would be applied to the network over the next five years. This was based upon the desire to prevent the decrease in street conditions and not allow an increase in the maintenance / rehabilitation backlog funds over the five-year program.

Within this approach, Bucknam has recommended a “minimal level of service” which creates a major dividing line in determining between preventive maintenance and major pavement rehabilitation. Generally within pavement management programs, a PCI range between 55 to 70 determines the threshold of when preventive or major overlay maintenance is activated. Based on the City’s weighted average PCI, condition distribution, maintenance practices, our team has identified a PCI of “65” as the minimum level of service. This means that any pavement section with a PCI greater than 65 will be recommended for preventive maintenance (i.e. slurry seal). This recommendation is indicated in Table 6, Section II.

Bucknam developed two multi-year Capital Improvement Programs for the City based on the pavement records, yearly capital expenditures, available funding and the most recent 2025 inspections. These recommendations and results are shown in Section II of this report where, for example, we have demonstrated what level of funding is necessary to increase the current weighted condition level of 72 to 80 by FY 2030-31.

As shown in Figure 3, 53% of the City's streets are in Very Good to Good condition. These sections will be targeted for "preventive" maintenance within our Capital Improvement Program (CIP) recommendations. The reasoning in doing this is to extend the life cycles of those "good" pavement sections which accrues capital saving to aggressively rehabilitate those pavement sections that are below the "minimal level of service".

In order to achieve the most effective and optimum program for the City, certain strategies have been selected and/or analyzed. Below is a listing of the maintenance activities utilized in strategy development. Each activity is representative of the typical types of work that can be programmed as part of the long-term maintenance requirements of the City's street network.

General Repairs-Stop Gap (Localized Maintenance*); PCI Range – 20 to 95

For this maintenance type, small localized surface treatments are utilized as "holding action" solutions (stop gaps) to delay the need for pavement structural strengthening. They typically include activities such as crack sealing, AC deep patching, AC skin patching, PCC slab replacement, grinding and leveling.

Microsurfacing - (Global Maintenance*); PCI Range – 60 to 85

Microsurfacing is similar to slurry seal. It consists of the application of a mixture of water, asphalt emulsion, aggregate (very small crushed rock), and chemical additives to an existing asphalt concrete pavement surface. Polymer is commonly added to the asphalt emulsion to provide better mixture properties. The major difference between slurry seal and microsurfacing is in how they "break" or harden. Slurry relies on evaporation of the water in the asphalt emulsion. The asphalt emulsion used in microsurfacing contains chemical additives which allow it to break without relying on the sun or heat for evaporation to occur. Thus, microsurfacing is an application that hardens quicker than slurry seals and can be used when conditions would not allow slurry seal to be successfully placed. Streets that have a lot of shade and streets that have a lot of traffic are good candidates for microsurfacing (source - LA County of Public Works).

Slurry Seals (Global Maintenance*); PCI Range – 60 to 85

Surface treatments applied to pavements with minimal surface distress to provide new wearing surfaces and extend pavement life. Generally consists of a mixture of conventional or latex-modified emulsified asphalt, well-graded fine aggregate, mineral filler and water placed over an existing AC surface; Slurry seal application life-cycles are averaging 4 to 5 years. Type II Slurry is recommended for Local streets.

Cape Seals (Global Maintenance*); PCI Range – 40 to 65

This is an application of a single layer of asphalt binder to a road surface immediately followed by a single layer of cover aggregate (chips). The single layer chip seal is then followed with a slurry seal application; Conventional cape seal application life-cycles are averaging 6 to 7 years. For sections that have lower PCI's in this range, leveling courses should be considered. City is currently considering this application as an alternative cost-saving tool.

Overlays (Major Rehabilitation*); PCI Range – 20 to 65

AC Overlay – Placement of a layer of hot-mixed asphalt concrete over the existing pavement surface (may include pavement fabric). Grinding (milling) is performed prior to the



overlay to reduce the total height of asphalt and assure alignment with existing gutter lines. This also includes “dig-outs” and crack sealing prior to the application of an overlay. This treatment provides a new wearing surface and increased structural strength to the pavement section. A conventional overlay should be designed for a ten-year life.

Asphalt Rubber Hot-Mix Overlay - The ASTM definition is: Asphalt-Rubber is a blend of asphalt cement, reclaimed tire rubber and certain additives in which the rubber component is at least 15% by weight of the total blend and has reacted in the hot asphalt cement sufficiently to cause swelling of the rubber particles. Specifically, using crumb rubber modified binders in pavement application benefit local agencies in that cities find:

- Pavement resists cracking by being more flexible;
- Cost savings come from a longer life cycle (from Bucknam’s experience typically 20% longer), decreased maintenance and the use of less material
- Improvement in skid resistance;
- Decreased noise; and
- It provides long-lasting color contrast for marking and striping
- Life cycles are averaging 8 to 12 years

Reconstruction (Major Rehabilitation*); PCI Range – 0 to 20

Reconstruction of an existing pavement section includes demolition and removal of the asphalt to a prescribed depth, grading, sub-base compaction, application of a binder/surface course followed by the placement of a conventional flexible pavement section using a structural AC Hot Mix, ARHM or full depth asphalt. Each classification of road has a typical design cross-section based on anticipated traffic loading. Reconstruction resets a roadway section PCI to 100 and restarts the life-cycle deterioration curve of the section.

*Localized, Global and Major maintenance activities are default terms used within the MicroPAVER pavement software. Specific pavement repair applications are placed within each maintenance activity in order to develop multi-year maintenance forecast recommendations.

D. ANNUAL BUDGET PROJECTIONS

The budgeting process was approached with the following in mind; generate two unique work programs for the next five (5) years based upon actual road pavement conditions in order to:

1. Demonstrate the results of applying the City's \$1,790,000 / yr PMP budget;
2. A "Increase PCI to 80" budget was generated for the City to demonstrate what level of annual Public Works maintenance and rehabilitation CIP funding is necessary to increase the citywide weighted PCI to 80 by FY 2030;

Based on current and future pavement maintenance needs, three annual work programs have been prepared and summarized below. Table 4 demonstrate the results of applying the City's \$1,790,000 annual budget through FY 2030-31. Table 5 demonstrates a \$2.5 million/yr that is necessary to increase the City's PCI to 80 by FY 2030-31. The revenues shown below account for the cost of pavement preventive maintenance and rehabilitation, a 25% contingency applied to unit costs and 4% annual inflation.

Plan Year	PCI	Slurry Seal	Overlay	Total \$	Deferred Maint.
Current	72.7				\$11,261,400
2026-27	74.7	\$533,900	\$1,946,100	\$2,480,000	\$9,043,500
2027-28	76.7	\$547,100	\$1,922,900	\$2,470,000	\$7,916,500
2028-29	77.6	\$328,600	\$1,071,400	\$1,400,000	\$7,361,300
2029-30	78.3	\$226,100	\$1,073,900	\$1,300,000	\$6,100,400
2030-31	79.0	\$308,300	\$991,700	\$1,300,000	\$5,748,500
		\$1,944,000	\$7,006,000	\$8,950,000	

Table 4 – Actual \$1.8 Million/yr PMP Funding Scenario

Plan Year	PCI	Slurry/Cape	Overlay	Total \$	Deferred Maint.
Current	72.7				\$11,261,400
2026-27	74.7	\$553,000	\$1,921,200	\$2,474,200	\$9,050,200
2027-28	76.5	\$618,600	\$1,768,400	\$2,387,000	\$8,023,100
2028-29	78.5	\$383,100	\$2,091,700	\$2,474,800	\$6,253,900
2029-30	80.3	\$353,800	\$2,097,600	\$2,451,400	\$4,692,900
2030-31	80.9	\$414,000	\$1,993,800	\$2,407,800	\$2,943,100
		\$2,322,500	\$9,872,700	\$12,195,200	

Table 5 – Necessary Funding to Increase Citywide PCI to 80

Our findings within Table 5 demonstrate the continued ROI that will result if proper annual funding is applied. By applying approximately \$2,439,000/yr (\$12,195,200 over five years), the City will continue to see positive results with overall PCI, greatly reducing deferred preventive maintenance and overlay rehabilitation.

DEFERRED MAINTENANCE (BACKLOG)

Delaying repairs on streets, where pavement condition indicates a need, creates deferred maintenance (backlog). Backlog includes pavement maintenance / rehabilitation that is needed across the entire network but cannot be performed due to the lack of available funding and is pushed to the next budget cycle. The actual repairs that are being deferred are often referred to as a “backlog”. As maintenance is deferred, the opportunity to apply life extending preventive pavement applications is lost and the ultimate cost of rehabilitation multiples. Unique budget scenarios created in MicroPAVER calculate annual deferred maintenance amounts based on the available/projected budget applied and section SF’s that fall within preventive, slurry seal, overlay and reconstruction PCI ranges.

Additional detail and breakdown of budget projections are demonstrated in Section IV of this report.

All work program budgets generated are presented in terms of current 2025 dollars. The annual revenues shown above are based on projected material unit costs, 25% project contingencies and labor for the pavement recommendations. Project management, mobilization, construction management are not included. All repair activities were based on distresses observed at the time of the field survey. These are recommendations and are to be used as “the best-case scenario” for improving the City of Signal Hill street network.

E. QUALITY CONTROL EFFORTS

As indicated in our scope of work, Bucknam performed numerous quality control checks in the field during survey efforts. Field check efforts were performed randomly throughout our survey schedule. Utilizing the City’s centerline GIS data provided solutions to segment length issues and total section area measurements.

F. FINDINGS AND RECOMMENDATIONS

Arterials/Collectors

The actual workload requirements identified indicate that the Arterial/Collector street network is currently in “Good” condition (PCI = 77.3). To sustain this condition, it is essential that preventive maintenance and overlay rehabilitation activities are funded at the levels identified in Table 5.

Our arterial/collector findings for conditional data and recommendations for revenue expenditures are shown below:

- The Arterial/Collector network has a weighted PCI of 77.3;
- Currently, 14% of the arterial/collector network (approx. 2.7 miles) require overlay/reconstruction rehabilitation; 32% (approx. 6.0 miles) require slurry seal maintenance;
- At a minimum, Arterial/Collector maintenance projects should focus on achieving and maintaining a PCI of 80+ within the next five years;
 - Develop a proactive fiscal and planned approach to identify arterial/collector overlay projects based on the deterioration modeling within MicroPAVER;
 - Maintain arterial/collector revenues at the levels shown within the Section IV Forecast Maintenance & Rehabilitation (FMR) Report for a minimum of five years to generate the results identified within this report;
- Reassess/re-evaluate the arterial/collector rehabilitation budget programs every two years to improve on CIP forecasts for 2026-27 and beyond to ensure the results shown in Table 5;
- Perform pavement inspections on the arterial/collector network every three years to build a solid planning model within MicroPAVER/MyRoads® to track PCI deterioration;
- Demonstrated budget shown in Table 4 is ample to increase the Arterial/Collector weighted PCI of 77 through five years, furthermore, the citywide deferred maintenance (backlog) slightly increases from a level of \$11.3 million to \$11.4 million after five years;
 - Unique budget scenarios created in MicroPAVER calculate annual deferred maintenance amounts based on the available/projected budget applied and section SF's that fall within preventive, slurry seal, overlay and reconstruction PCI ranges;
- Bucknam recommends that the City proactively budget overlay rehabilitation projects at the levels shown in Table 5 in order to improve upon the conditions found today as well as minimize the impact of a moderate increase deferred maintenance across the City.

Locals

The actual workload requirements identified indicate that the Local street network is currently in “Good” condition (PCI = 67.1). To improve this condition, it is essential that preventive maintenance and overlay activities are funded at the levels identified in Table 5 to increase the network weighted average PCI value within the “Good” category.

Our Local findings for conditional data and recommendations for revenue expenditures are shown below:

- The Local network has a weighted PCI of 67.1;
- Currently, 30% of the Local network (approx. 5.2 miles) require overlay/reconstruction rehabilitation; 22% (approx. 3.9 miles) require slurry seal maintenance;
- At a minimum, Local maintenance projects should focus on achieving and maintaining a weighted PCI above a level of 75+ within the next five years;
 - Current Local Forecast Maintenance & Rehabilitation (FMR) recommendations should be followed as shown in Section IV of this report;
 - Develop a proactive fiscal and planned approach to identify Local overlay projects based on the deterioration modeling within MicroPAVER;
- Increase Local revenues at the levels shown within the Section IV Forecast Maintenance/Rehabilitation (FMR) Report for a minimum of five years to generate the results identified within this report;
- Reassess/re-evaluate the Local rehabilitation budget programs every two years to improve on budget forecasts for 2026-27 and beyond to ensure the results shown in Table 5;
- Perform pavement inspections on the Local network every three years to build a solid planning model within MicroPAVER/MyRoads® to track PCI deterioration;
- Demonstrated budget shown in Table 5 is sufficient to improve the Local weighted PCI as it includes necessary increased overlay funding. Additionally, the citywide deferred maintenance decreases from a level of \$11.3 million to \$2.9 million after five years;
 - Unique budget scenarios created in MicroPAVER calculate annual deferred maintenance amounts based on the available/projected budget applied and section SF's that fall within preventive, slurry seal, overlay and reconstruction PCI ranges;
- Bucknam recommends that the City allocates budget for overlay rehabilitations at the levels shown in Table 5 in order to improve upon the conditions found today as well as greatly reduce the impact of deferred maintenance across the City.

SECTION II

PAVEMENT MANAGEMENT PROGRAM – CAPITAL IMPROVEMENT PROGRAM

Bucknam performed the following services in accordance with the scope of services that was contracted with the City of Signal Hill. As a quick overview, the following tasks were performed to complete the work over the past several months:

2025 Pavement Management Work Efforts:

- Task 1:** Project Kickoff-Data Management
- Task 2:** Update of Maintenance Activities
- Task 3:** Pavement Condition Survey (approx. 36.3 miles)
- Task 4:** Budgetary Analysis and Capital Improvement Reports
- Task 5:** Executive Summary and Final CIP Reports
- Task 6:** Mapping of the Pavement Network

A. PAVEMENT MANAGEMENT PROGRAM SCOPE OF WORK

As a part of the 2025 update of the pavement management program, a major element of work was to complete a comprehensive assessment of the existing street network and PMP data within the City. This included assessing the City's existing 2022 PMP database, GIS centerline, street naming conventions and work history information. From there, Bucknam worked with the City to confirm public and private street listings which set the foundation for accurate CIP reporting. All data was then updated into the City's current MicroPAVER database.

Work history information was provided by the City in the form of institutional knowledge, Adobe file, maps and Excel documents. This information was entered into the proper pavement segments that match the limits of those projects. From there, CIP pavement recommendations were performed (discussed and demonstrated below) where the pavement maintenance / rehabilitation information the City provided (PMP material practices, unit costs, and capital budgets) were used to generate recommendations through the MicroPAVER system.

Table 6 demonstrates PCI ranges utilized within MicroPAVER. Once a pavement inspection is complete, a PCI is calculated for each pavement section. Each PCI calculated falls within a defined PCI range category (Very Good, Poor, etc.). Furthermore, a weighted PCI was calculated for the each functional class within the network (arterials, locals, alleys).

The PCI is a condition rating that ranges from 100 (a new pavement section or recently overlaid or reconstructed) to 0 for a section that has structurally failed and deteriorated dramatically. Weighted average PCI of a given area/zone equals the pavement section's PCI multiplied by its own area and divided by the total square footage of the given area/zone. This information can also be represented through MicroPAVER to show how much square footage or percentage of area falls within a PCI range category.



<u>PCI RANGE</u>	<u>CONDITION</u>
86-100	Excellent
71-85	Very Good (<i>Signal Hill Network 2025 = 72.7</i>)
56-70	Good
41-55	Fair
26-40	Poor
11-25	Very Poor
0-10	Failed

Table 6 - PCI Range

These condition ranges are defined by the Army Corps of Engineers and defaulted within the MicroPAVER software. The summary of all roads condition data and their representative PCI's can be seen in the Pavement Condition Report in Section III.

B. MAINTENANCE / REHABILITATION STRATEGY ASSIGNMENTS

The City was requested to provide a pavement maintenance list that demonstrated what pavement applications were currently being used and to provide their associated unit costs; from there a Maintenance / Rehabilitation Strategy Assignment table was defined within the system that provided recommended actions to the specific repair needs of a street or a grouping of streets.

Maintenance / Rehabilitation Strategy Assignments

All Streets		
PCI Range	Description	Unit Cost
20-100	Preventative, Stop Gap, Patching	Varies by Activity
Varies by Activity		
65-85	Type II Slurry Seal (Locals)	\$0.50/SF
65-85	Type II Slurry Seal (Arterial)	\$0.90/SF
65-85	Microsurfacing	\$1.10/SF
Minimal Level of Service (65)		
40-70	Cape Seal (Locals)	\$2.10/SF
20-70	2" AC Grind & Overlay (Local)	\$4.35/SF
20-70	2" AC Grind & Overlay (Arterial)	\$5.70/SF
20-70	2.5" ARHM Overlay (Arterial)	\$5.95/SF
0-20	AC Recon 4" / 6" CAB	\$15.50/SF
0-20	PCC Recon	\$24.50/SF
25% Contingency included within All Unit Costs		

Table 7 – Maintenance / Rehabilitation Strategy Assignments

The Maintenance / Rehabilitation Strategy Assignments, shown in Table 7, was developed to identify the most critical segments in each of the work programs (Arterial, Collector and Local). Segment priorities were established by determining the range of PCI's requiring first attention based on the relative value of each segment's PCI, thus maximizing the annual maintenance budget. Also, distress quantity, area extent, type and severity were critical elements in the decision process for recommending maintenance. The assignment table is used as a guide within MicroPAVER to recommend maintenance, however, further assessment by City staff and/or outside parties can override maintenance/rehabilitation recommendations. This can be done by reviewing and assessing distress extents and their weighted percentages.

Once the strategy assignments were set within the system, budgets and work assignments were generated for each work program on an annual basis. Using pavement deterioration curves for each type of pavement surface and class of road, both current year and future years work requirements for each pavement segment within the City were determined. In forecasting the maintenance requirements in future years, the current PCI value is reduced annually for each pavement segment based on the MicroPAVER deterioration curves within the City's database.

Likewise, maintenance activities performed in a given year increase the PCI value as they are applied to the segment. The overall program is dynamic in that each strategy consists of a cyclic series of actions that simulates the pavement anticipated life cycle.



Strategy Assignment Notes

1. Unit cost values were assessed and reviewed by City staff and benchmarked with neighboring LA County cities;
2. 25% contingency costs were applied to pavement material costs; additional soft costs that were not included were:
 - a. Mobilization / demobilization
 - b. Right-of-way improvements
 - c. Curb & gutter improvements
 - d. ADA ramp improvement
 - e. Utility improvement
 - f. Tree removals
3. Bucknam applied a 4% inflation rate on the annual budget within forecast maintenance & rehabilitation projections (Section IV)

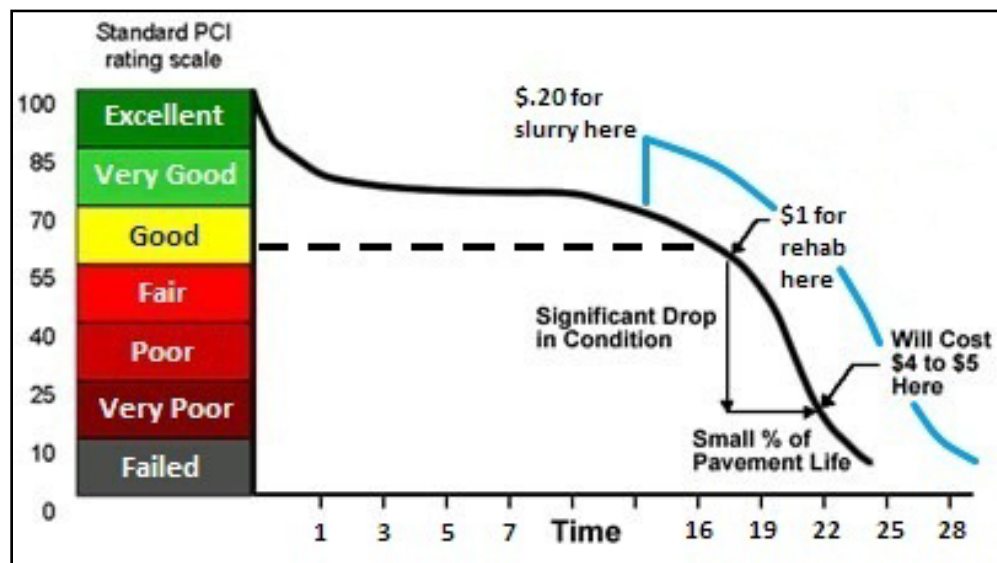


Figure 4 – Sample Pavement Life Cycle / Deterioration Rate

C. MULTI-YEAR ANNUAL WORK PROGRAM RECOMMENDATIONS

The goal of these projections is to assist City policy makers in utilizing the recommendations of the MicroPAVER system. By using the City of Signal Hill's current budgets and maintenance practices the system will develop "section unique" improvements and strategies. Each segment will be tied to a specific fiscal year. As shown in the following pages, we have assessed the budgets that have been projected to meet the maintenance and rehabilitations needed to maximize the City's return on investment. The budget forecasting goal for the City network focused on:

- Establishing a proactive multi-year Maintenance & Rehabilitation Program;
- Developing a preventive maintenance program; and
- Selecting the most cost-effective repairs based on City strategies

ACTUAL BUDGET – The Actual budget was generated for the City to demonstrate how the \$5 Million/5yr budget allocation performs against the current citywide conditions.

The City's annual potential/planned budget is funded through the following sources:

- Gas Tax
- SB1
- Measure R
- Measure M (Potential reimbursement revenue to payback Street Bonds)
- CIP Reserves
- Proposition C

INCREASE PCI TO 80 BUDGET – A "Increase PCI to 80" budget was generated for the City to demonstrate what level of annual Public Works maintenance and rehabilitation CIP funding is necessary to increase the citywide weighted PCI to 80 by FY 2030.

****All multi-year budget projections include a 4% inflation rate for the term of the budget forecast.***

ARTERIAL-COLLECTOR / LOCAL BUDGET PROJECTIONS

The annual projected revenues shown below only account for the cost of pavement maintenance and rehabilitation activities. A 25% contingency was applied to the pavement costs. Additional soft costs not included within the cost of pavement maintenance / rehabilitation include:

- Mobilization / demobilization
- Right-of-way improvements
- Curb & gutter improvements
- ADA ramp improvement
- Utility improvement
- Design, construction management, inspection, testing
- Tree removals



ACTUAL \$1.8 MILLION / YR BUDGET PROGRAM (FIVE YEAR MODEL)

The first key step in developing a proactive PMP is to model the City’s existing conditions against a projected and/or available budgets. In doing this, PCI performance, deferred maintenance and pavement application uses are able to benchmark and demonstrate in a positive or negative result. With the City striving to show proactive maintenance across all City pavements and neighborhoods, a budget program was generated to show the greatest return on investment through the application of slurry seal, cape seal, grind & overlay and alternative overlay maintenance. Bucknam utilized the City’s \$9.0 million/5yr budget to establish a benchmark scenario for pavement funding; the City reviewed current 2025 “benchmarked” unit costs from surrounding local agencies to develop this five-year scenario.

The “Actual Budget” program incorporates pavement sections that have a functional class of Arterial (A), Collector (B, C) and Local (E).

Plan Year	PCI	Slurry Seal	Overlay	Total \$	Deferred Maint.
Current	72.7				\$11,261,400
2026-27	74.7	\$533,900	\$1,946,100	\$2,480,000	\$9,043,500
2027-28	76.7	\$547,100	\$1,922,900	\$2,470,000	\$7,916,500
2028-29	77.6	\$328,600	\$1,071,400	\$1,400,000	\$7,361,300
2029-30	78.3	\$226,100	\$1,073,900	\$1,300,000	\$6,100,400
2030-31	79.0	\$308,300	\$991,700	\$1,300,000	\$5,748,500
		\$1,944,000	\$7,006,000	\$8,950,000	

Table 8 – Resulting Conditions Based Upon Actual Budget (FY 2026-2030)

Referring to Table 8, it is noted that the weighted PCI increases annually through the five-year projection (72.7 to 79.0). If the City utilizes an average annual budget of \$1,790,000/yr for slurry, overlay, and reconstruction projects as shown above, the overall conditions will sustain at today’s conditions and the City will see a decrease in the amount of deferred maintenance (\$5.7 million over five years). These results should be monitored as the City’s performs major rehabilitation over the next several years.

Due to the fact that the arterial network has a 10-point higher weighted PCI average than the Local system, we recommend that increased Local funding should be the focus for FY 2026-27 through FY 2029-30. This would result in a higher citywide weighted PCI by FY 2030. We recommend that annual funding levels be appropriated at 70% Locals/Collectors and 30% Arterials over the next five years. This will generate a balanced PCI for all networks by FY 2030-31.

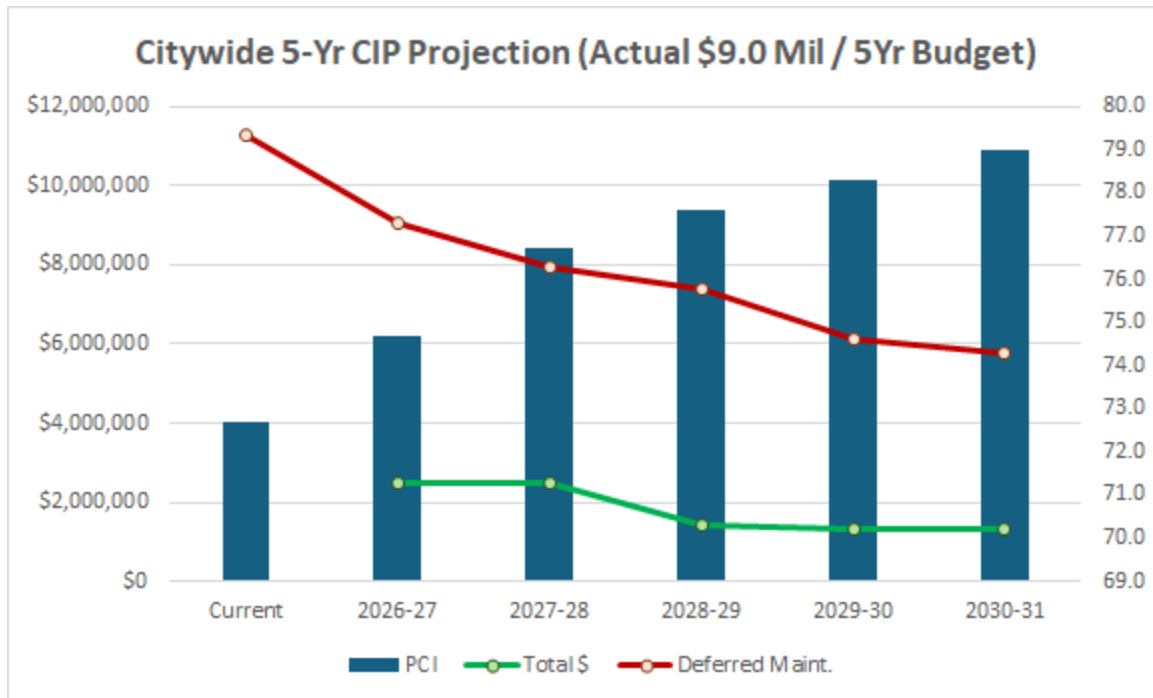


Figure 5 – Resulting Network PCI (Actual \$9.0 Million/5 Yr Budget)

INCREASE PCI TO 80 PROGRAM (FIVE YEAR MODEL)

With the City striving to show proactive rehabilitation across all qualifying pavements, the annual \$2.5 Million budget program was applied to current conditions to show the potential return on investment.

Building upon the short falls of the previous reporting model we increased the amount of funding available for overlay/rehabilitation efforts and focused our recommendations within geographic zones/neighborhoods.

This program incorporates pavement sections that have a functional class of Arterial (A, C) and Local (L).

Plan Year	PCI	Slurry/Cape	Overlay	Total \$	Deferred Maint.
Current	72.7				\$11,261,400
2026-27	74.7	\$553,000	\$1,921,200	\$2,474,200	\$9,050,200
2027-28	76.5	\$618,600	\$1,768,400	\$2,387,000	\$8,023,100
2028-29	78.5	\$383,100	\$2,091,700	\$2,474,800	\$6,253,900
2029-30	80.3	\$353,800	\$2,097,600	\$2,451,400	\$4,692,900
2030-31	80.9	\$414,000	\$1,993,800	\$2,407,800	\$2,943,100
		\$2,322,500	\$9,872,700	\$12,195,200	

Table 9 – Necessary Funding to Increase PCI to 80

Referring to Table 9, it is noted that the weighted PCI increases proactively through the five-year projection (72.7 to 80.9). Additionally, the annual deferred maintenance total decreases from \$11.3 million to \$2.9 million at the end of the five-years. If the City utilizes an average annual budget of \$2,439,000/yr for slurry, overlay, and reconstruction maintenance as shown above, the City will be able to “increase” the current conditions and will continue to see an ample decrease in deferred maintenance (mostly overlay maintenance) by fiscal year 2030-31.

We recommend that a stronger focus be placed on the Local network improvements due to the fact that the Local network conditions are ten (10) PCI points lower than the Arterials. We still recommend consistent maintenance to the arterial network (i.e. localized patching, ARHM) through the use of awarded SB 1. Proposition C and Measure R funds. But again, with the Local network showing a higher degree of negative results, a new focus for neighborhood area maintenance and proactive overlays should be considered.

The resulting “increase of the weighted PCI” shown above for the entire network demonstrates how applying adequate capital funds to specific areas of the network allows the City’s pavement conditions to increase at a rate that is conducive to a successful PMP. Additionally, even with the limited budget, the City should continue to implement localized maintenance (i.e. alternative High Density Mineral Bond (HDMB) applications, deep patching, leveling courses, crack sealing, etc.) prior to any major slurry seal and/or overlay maintenance. By performing stop gap measures to individual pavement sections prior to conventional slurry and overlay applications the overall performance of the sections condition sustain itself longer than if no stop gap maintenance was performed.

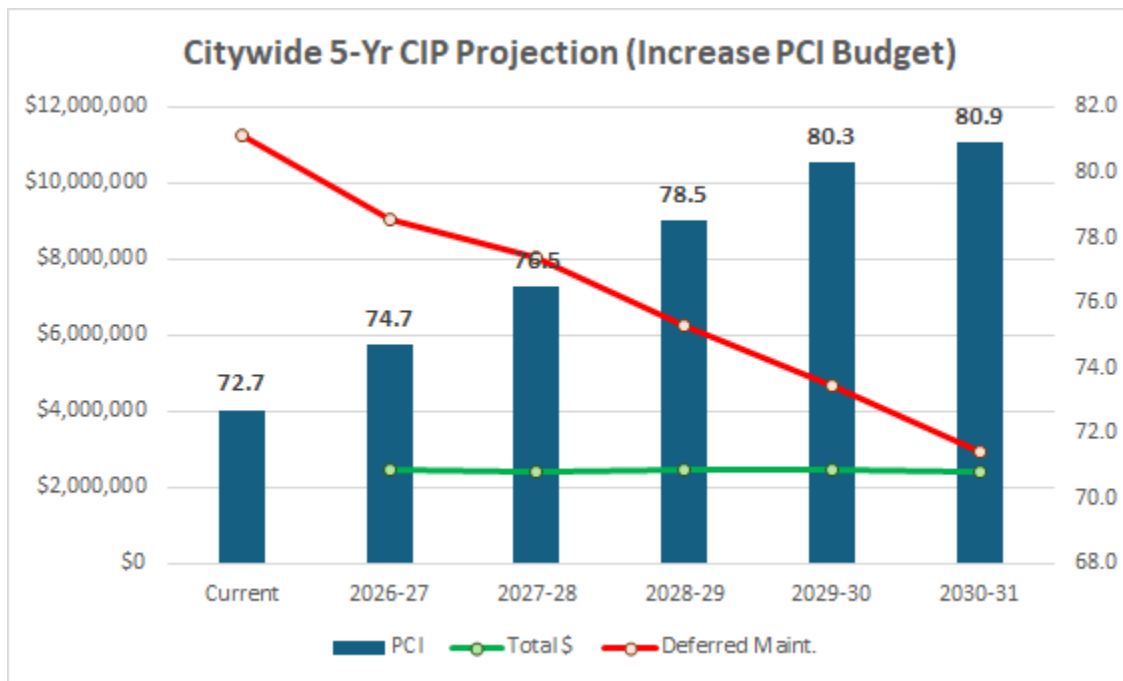


Figure 6 – Resulting Network PCI (Increase PCI to 80 Budget)

The City should consider establishing a Local slurry/cape seal maintenance “neighborhood” strategy for several reasons. First, preventive maintenance applications applied five plus (5+) years after rehabilitation, like those mentioned above, will help to sustain high levels of condition while reducing annual expenditures. Secondly, with a citywide maintenance neighborhood methodology established, four beneficial impacts occur:

- 1) Planned / Maintenance areas are addressed through a multi-yr maintenance cycle which creates a dedicated project schedule for City staff and constituent inquiries;
- 2) Deferred overlay maintenance can be addressed in a more effective manner due to accrued savings of revenues (reduced construction logistical costs, volume-based costs, etc.)
- 3) A preventive maintenance strategy is more cost-effective in a long-term PMP rather than implementing a maintenance approach that addresses only the “worst-first” streets.
- 4) All maintenance alternatives are available due to the increased funding and focused maintenance per year.

The Local maintenance model that has been developed can be used as a benchmark to monitor the City’s annual budget allocations as the network continues to mature and age; the proper amount of funding for overlay maintenance needs to be the City’s highest priority.

Again, it is recommended that the City continue to monitor the deterioration rates for the applications of Grind & Overlay, Cape Seal and Type II slurry seal to ensure the City is generating the greatest return-on-investment and extend life-cycles; this should be done through frequent inspections and deterioration studies.

PAVEMENT MANAGEMENT PROGRAM REPORTS

In addition to the annual budget scenario, this report contains a comprehensive and complementary assemblage of pavement management reports ranging from summary reports to annual maintenance and rehabilitation schedules (Forecasted Maintenance Report, Section IV). Collectively as well as individually, the reports represent reasonable projections of pavement maintenance needs and performance based on visual condition assessments, unit cost estimates, and pavement deterioration models.

It is important to note that pavement segment dimensions and surface area (recorded during the 2022 inspections), along with the action and repair costs, as presented within the reports are accurate within tolerable limits. This is noteworthy due to the "implied" accuracy of reporting length and width to the nearest foot, surface area to the nearest square foot, and action and repair unit costs and project estimates to the nearest penny and dollar, respectively.

NEXT STEPS

As with any infrastructure management software program, time investments need to be made by key Public Works staff to maintain the integrity of the data as well as the accuracy. Bucknam can perform training sessions in the use of the MicroPAVER system and demonstrate how to generate standard maintenance reports to assist City staff in developing yearly budgets, project level analysis, and CIP projections. This will be key to future staff management of the pavement program and reporting. City personnel need to maintain their commitment to the preventive maintenance system, while working toward reducing the City's present backlog of rehabilitation projects.

In order to ensure that report outputs are accurate and credible, it is essential that the integrity of all data files be maintained. This will require performing all necessary updates when changes are made to scheduling scenarios, unit cost information, historical data, etc. In addition, the entire pavement network will have to be re-inventoried at regular intervals. This typically includes surveying arterial and collectors every two years and Locals every three. One recommendation the City may consider to keep the program "managed" is:

- Survey arterials every two years; and
- Survey Locals every three years

This will not only allow work to be scheduled based on the most current condition data available, but will provide City personnel with a means to monitor actual rates of pavement deterioration so appropriate modifications can be made to the system curves. To be compliant with the METRO requirements, the City must generate a triennial Arterial and Collector network pavement management report indicating condition ratings.

Bucknam will be supporting the City with staff level support to assist in the continuous updates with the MicroPAVER system. This will include work history updates, generating reports from the system, unit cost updates, and future inspections.



CONDITION DISTRIBUTION REPORT

This report graphically depicts the distribution of the pavement condition throughout the street network by area.

The condition scheme ranges from “Excellent” to “Failed”; with a “Excellent” condition corresponding to a pavement at the beginning of its life cycle, and a “Failed” condition representing a badly deteriorated pavement with virtually no remaining life.

The table below shows the general description for each pavement condition:

Condition Description – PCI Range – Description

Condition Description	PCI Range	Description
Excellent	86-100	Minor to low distress, no significant distress
Very Good	71-85	Low severity distresses with exception of utility patches in good condition or slight hairline cracks; minor weathering found
Good	56-70	Slight to moderately weathered, low to moderate distress severities, utility patching commonly found; moderate distress
Fair	41-55	Severely weathered or moderate levels of distress, generally limited to utility patching and climate related distress
Poor	26-40	Moderate to high distresses including load related types such as alligator cracking, greater distress extents
Very Poor	11-25	Severely distresses, large quantities of distortion or alligator cracking
Failed	0-10	Failure of the pavement, distress has surpassed tolerable rehabilitation limits

2025 City of Signal Hill weighted average PCI is 72.7 (Very Good).

CALCULATION OF PCI

In order to calculate a Pavement Condition Index (PCI) value within MicroPAVER, specific street section data needs to be inputted into MicroPAVER to define the survey limits, asphalt types, pavement age and metrics. Pavement “sections” are pavement segments within the defined branch that have consistent pavement street classifications, construction/maintenance histories and use. Representative inspection samples are then selected and visually surveyed to locate distress data. This data is used to calculate the pavement sections Pavement Condition Index (PCI) which includes distress type, extent of the distress and its severity.

The PCI is a condition rating that ranges from 100 (pavement section that is in perfect condition) to 0 for a section that has structurally failed and deteriorated dramatically. The PCI is calculated from three major data entries from our inspectors:

1. Distress Type (one of 20 AC or 19 PCC types); these include alligator cracking, bleeding, block cracking, corrugations, depressions, long/trans cracking, patch/utility cut, potholes, rutting, weathering, raveling, etc.
2. Distress Quantity (the square footage, length or count of a specific distress)
3. Distress Severity (the level of severity determined for each distress found; low, medium or high)

PAVER 6.1.2

File Tables Preferences Add-Ins Window Help

Inventory Work **PCI** Reports Pred. Modeling Cond. Analysis M&R Plan GIS/Tree Sel. List Sel. Wizard

List Selector

Network: Arcadia City of Arcadia, CA

Branch: ALBERT WY

Section: 1000 From: PALM AVE To: WOODRUFF AVE

PCI: Arcadia-ALBERT WY-1000

Summary data at time of inspection

Branch Use: ROADWAY Section Surface Type: AC Section Length: 685 Ft Section True Area: 22,605 SqFt Section Width: 33 Ft

Inspection Date: 4/1/2005 Edit Inspections Detailed Inspection Comments Calculate Conditions

Sample Unit: 1 Edit Sample Units

Sample Unit Size: 22605.00 SqFt No distresses found during inspection. Remaining Samples Have No Distress

Distress Type

01 ALLIGATOR CR 06 DEPRESSION 11 PATCH/UT CUT 16 SHOING

02 BLEEDING 07 EDGE CR 12 POLISHED AG 17 SLIPPAGE CR

03 BLOCK CR 08 JT REF. CR 13 POT HOLE 18 SWELL

04 BUMPS/SAGS 09 LANE SH DROP 14 RR CROSSING 19 WEATH/RAVEL

05 CORRUGATION 10 L_T CR 15 RUTTING

Distress Severity

Low Medium High N/A

Distress Quantity

2825.98 SqFt

Distress	Description	Severity	Quantity	Units
1	ALLIGATOR	L	2,825.98	SqFt
1	ALLIGATOR	M	115	SqFt
1	ALLIGATOR	H	25	SqFt
3	BLOCK	L	12,432.9	SqFt
3	BLOCK	M	1,016.99	SqFt

Previous Sample Unit Next Sample Unit Smp Images (0) Insp Images (0) Close

Add Distress Delete Distress Replace Distress

Figure 7 – PCI Calculation Worksheet

D. CITY OF SIGNAL HILL MYROADS® PMP WEB-PORTAL

Signal Hill MyRoads® Web-Portal – Bucknam’s MyRoads® is a great match for the Signal Hill’s PMP today and the future. **MyRoads® brings your PMP data to life within a dynamic PMP dashboard!** Bucknam now provides all our PMP clients with a unique and agency driven “MyRoads®” web-portal that provides instantaneous access to your pavement management database. This “dashboard” allows users to toggle through individual sections via GIS mapping selections, zone queries, rank selection, PCI ranges, etc. to review all section metrics, latest/previous inspections, work histories generate filtered PCI reports and identify potential maintenance / rehabilitation costs based upon your unique needs.

Bucknam has shown above a current MyRoads® account actively working! This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Signal Hill PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.

In summary, MyRoads® allows the user perform the following PMP functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI
 - Display critical street / sidewalk / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.
- Displays all final GIS project maps (PCI, work history, 5-yr forecasted maintenance, etc.)
- Bucknam will train Signal Hill’s staff on the simply use of the MyRoads® dashboard.

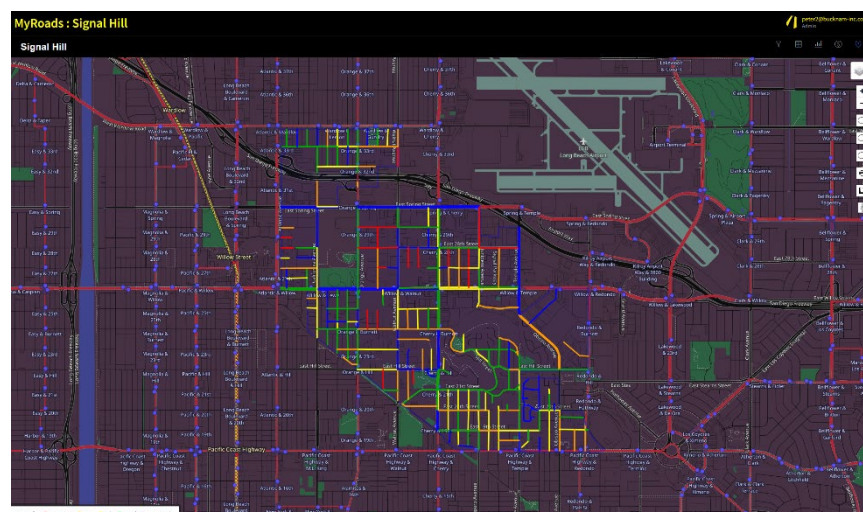


Figure 8 – Signal Hill MyRoads® PMP Web-Portal

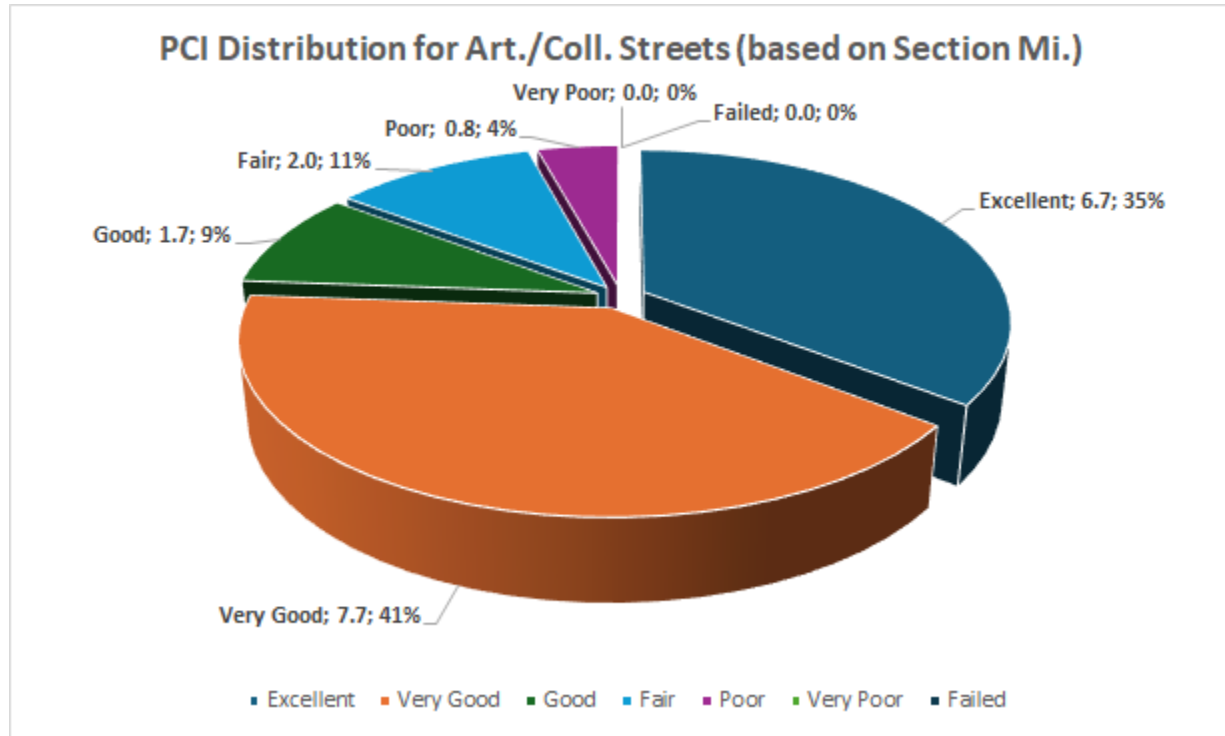


Figure 9 – Arterial Condition Distribution

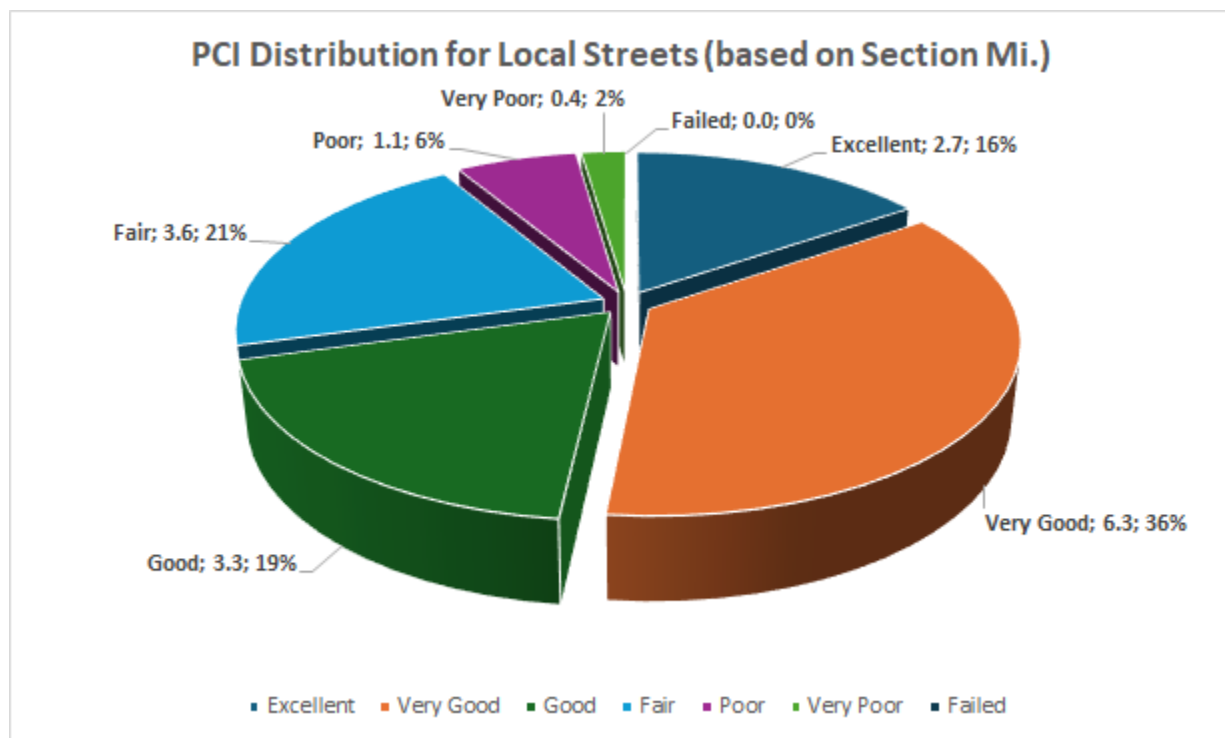


Figure 10 – Local Condition Distribution

SECTION III
CITYWIDE
PAVEMENT CONDITION INDEX REPORT

- A. PCI Reports – Data Definitions
- B. 2025 Signal Hill PCI Map
- C. Name Order (A to Z)
- D. PCI Order (0-100)



A. PAVEMENT CONDITION INDEX REPORTS – DATA DEFINITIONS

Listed alphabetically by street name or PCI, this report provides the City with a listing of pertinent inventory and pavement condition data for each inventory unit within the City's pavement network. The Pavement Condition Index (PCI) Report notes the names, limits, classification, dimension, surface type, and lane configuration of each inventory unit.

Detailed descriptions of the information appearing on this report are presented below:

BRANCH NAME - The name of each inventory unit appears in this column. Generally, the inventory unit name is taken directly from a street sign; however, where no street signs are posted, the name appearing on the network map is noted instead.

A sample set of street name suffix abbreviation definitions is presented below:

AVE - Avenue	CT - Court	CIR - Circle
DR - Drive	LN - Lane	RD - Road
ST - Street	WY - Way	EB - East Bound
NB - North Bound	SB - South Bound	WB - West Bound
TER - Terrace	PL - Place	

FROM - A description of the beginning limit of each inventory unit appears in this column. If the beginning limit exists between intersections, then the beginning limit description may be an address, post mile marker, or a distance from a known point of reference (e.g., "500' N/MAIN ST").

TO - A description of the ending limit of each inventory unit appears in this column. Like BEGIN limit, the END limit description may consist of a street name, an address, or a distance from a known point of reference. In the case of cul-de-sacs, or dead-ends, the END limit consists of an address, or a directional reference, such as "NORTH END," when no address is available.

STREET CLASSIFICATION - The codes for four street classifications are represented below. Basically, units are classified according to the LA County MPAH and City classifications.

<u>CODE</u>	<u>DESCRIPTION</u>
A	Primary Arterial
B	Arterial
C	Collector / Secondary
E	Local

SURFACE TYPE - A code was assigned to each inventory unit to describe surface type.

<u>CODE</u>	<u>DESCRIPTION</u>
AC	Asphalt Concrete
PCC	Concrete



LENGTH - The length of the section within each section.

WIDTH – The width of the section within each section (edge of pavement to edge of pavement).

AREA - The true area of each section within a branch.

PCI - Pavement Condition Indices were calculated for inventory units based on severity and extent of distress manifestations observed within the inventory unit. Ranging between 0 and 100, a PCI of "100" corresponds to a pavement at the beginning of its life cycle, while a PCI of "0" corresponds to a badly deteriorated pavement which is at or near the end of its life cycle.

PCI CLIMATE, LOAD AND OTHER – reflects “Section Extrapolated Distress”; these values are shown within the Sample Distresses tab within the PCI window. Distresses are aggregated based on the type and severity level. For random samples, distress quantities are adjusted to reflect the extrapolated value based on the sections total area. Extrapolated distress deducts are classified as resulting from Climate, Load and Other distresses. The Distress Classification portion of the tab shows the “percent” of extrapolated distress deduct belonging to Climate, Load and Other (these %’s are shown within the PCI reports herein). These values are beneficial in that they support the decision whether to recommend slurry seal, overlay or reconstruction project for street sections.

Asphalt Distresses	Cause Classification	PCC Distresses	Cause Classification
Alligator cracking	Load	Blow up	Climate
Bleeding	Other	Corner break	Load
Block cracking	Climate	Divided Slab	Load
Bumps/Sags	Other	Durability cracking	Climate
Corrugation	Other	Faulting	Other
Depression	Other	Joint Seal cracking	Climate
Edge cracking	Load	Lane Shoulder Drop-off	Climate
Joint Reflection cracking	Climate	Linear cracking	Load
Lane Shoulder Drop-off	Climate	Small Patching	Other
L&T cracking	Climate	Large Patching	Other
Patch/Utility cut	Other	Polished Agg	Load
Polished Agg	Other	Popouts	Other
Pothole	Climate	Pumping	Other
RR Crossing	Other	Punchout	Load
Rutting	Load	RR Crossing	Other
Shoving	Other	Scaling/crazing	Other
Slippage cracking	Other	Shrinkage cracking	Other
Swell	Other	Corner Spall	Other
Raveling	Other	Joint Spall	Other
Weathering	Climate		

INSPECTION DATE – Represents the most recent inspection date performed on a given sections. PCI shown is historical in value and may not indicate what “today’s” PCI is due to variance in time. Pavement deterioration calculations can be performed on a section(s) to demonstrate a deteriorated PCI based upon a new current date.

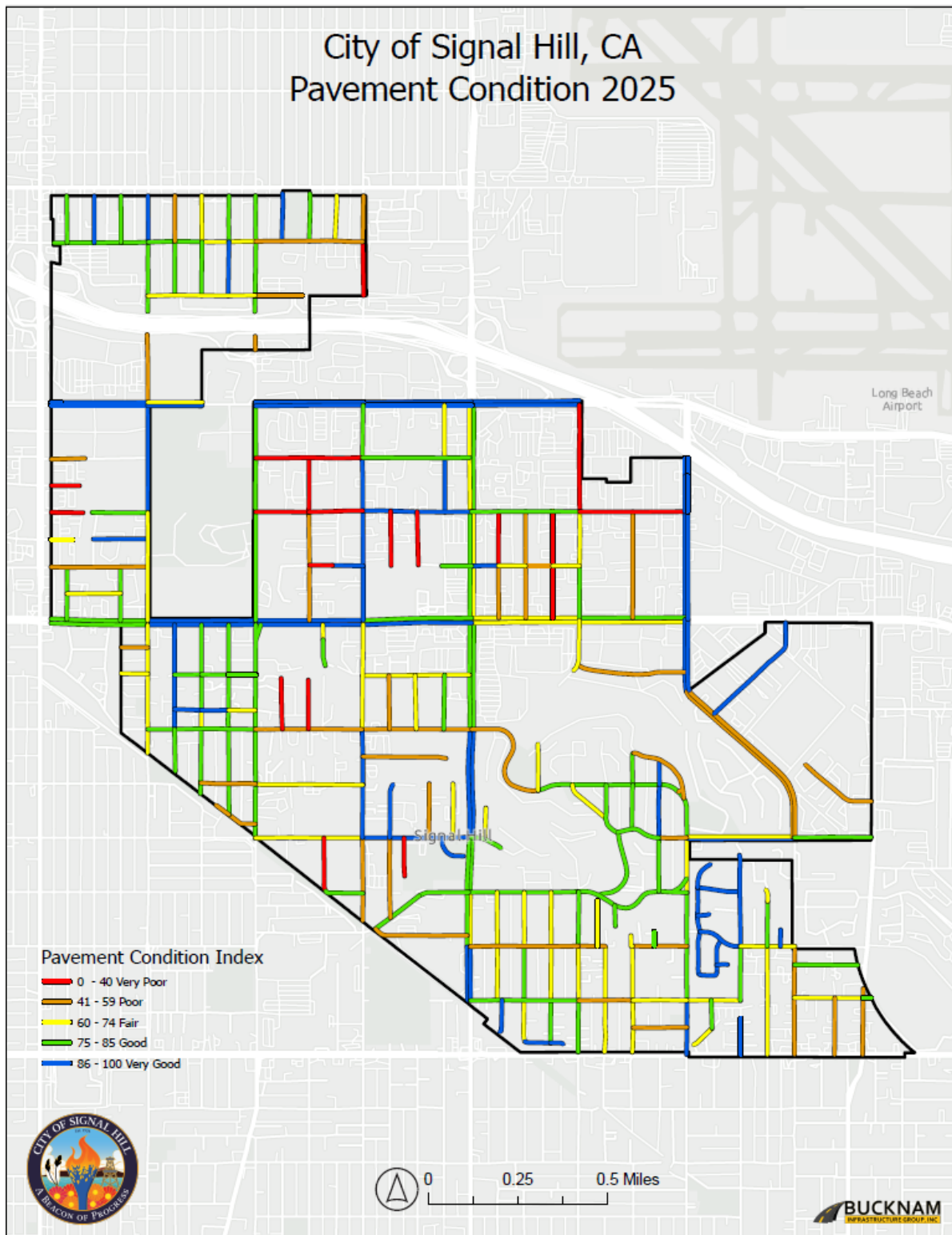


Figure 11 – Signal Hill 2025 PCI Map

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, Name Order (A-Z)

Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Insp. Date	Work History Type	Work Date
		Arterials / Collectors															
15	12	21ST ST	ALAMITOS AVE	CHERRY AVE	C	AC	2	529	36	22,140	83	15	85	0	12/11/25	Surface Treatment - Slurry Seal	10/16/22
15	13	21ST ST	CHERRY AVE	JUNIPERO AVE	C	AC	2	1,259	36	39,246	77	28	58	14	12/11/25	Surface Treatment - Slurry Seal	10/16/22
15	14	21ST ST	JUNIPERO AVE	TEMPLE AVE	C	AC	2	1,579	36	61,782	77	25	72	3	12/11/25	Pothole Repair - AC	8/13/23
19	30	28TH ST	CHERRY AVE	JUNIPERO AVE	B	AC	2	1,282	37	49,610	81	57	43	0	12/4/25	New Construction - AC	1/1/80
19	33	28TH ST	JUNIPERO AVE	TEMPLE AVE	B	AC	2	1,235	61	73,161	35	48	40	12	12/4/25	New Construction - AC	1/1/80
19	34	28TH ST	ORANGE AVE	GUNDRY AVE	B	AC	2	610	39	27,622	30	65	29	6	12/4/25	Pothole Repair - AC	6/13/23
19	35	28TH ST	GUNDRY AVE	WALNUT AVE	B	AC	2	610	40	31,740	40	57	36	7	12/4/25	New Construction - AC	1/1/80
19	36	28TH ST	WALNUT AVE	CHERRY AVE	B	AAC	4	1,250	60	71,880	88	64	16	20	12/4/25	Overlay - AC Structural	10/31/16
1	48	ALAMITOS AVE	20TH ST	21ST ST	B	AC	2	675	39	27,200	77	7	92	1	12/17/25	Surface Treatment - Slurry Seal	10/16/22
23	52	BURNETT ST	CALIFORNIA AVE	ORANGE AVE	B	AC	2	1,263	33	41,521	79	48	42	10	12/4/25	New Construction - AC	1/1/80
23	53	BURNETT ST	ORANGE AVE	WALNUT AVE	B	AC	2	1,244	40	46,387	42	63	27	10	12/4/25	New Construction - AC	1/1/80
23	54	BURNETT ST	WALNUT AVE	CHERRY AVE	B	AC	2	1,254	38	45,214	49	36	44	20	12/4/25	New Construction - AC	1/1/80
4	260	CALIFORNIA AVE	28TH ST	WILLOW ST	B	AAC	2	1,267	34	52,196	71	67	18	15	12/3/25	Pothole Repair - AC	11/13/24
4	55	CALIFORNIA AVE	33RD ST	405 BRIDGE	B	AC	2	821	38	33,822	83	0	41	59	12/3/25	New Construction - AC	1/1/80
4	56	CALIFORNIA AVE	CITY LIMITS	33RD ST	B	AC	2	536	36	21,446	86	0	78	22	12/3/25	New Construction - AC	1/1/80
4	57	CALIFORNIA AVE	WILLOW ST	CITY LIMITS	B	AC	2	1,557	47	60,185	70	48	40	12	12/3/25	New Construction - AC	1/1/80
4	58	CALIFORNIA AVE	405 BRIDGE	SPRING ST	B	AC	2	774	40	33,507	44	29	61	10	12/3/25	New Construction - AC	1/1/80
4	59	CALIFORNIA AVE	SPRING ST	28TH ST	B	AC	2	1,304	34	47,327	100	0	0	0	12/3/25	Pothole Repair - AC	10/15/25
6	65	CHERRY AVE	BURNETT ST	HILL ST	A	AAC	2	1,244	33	43,483	100	0	0	0	11/25/25	Overlay - AC Structural	5/30/24
6	66	CHERRY AVE	HILL ST	BURNETT ST	A	AC	2	1,275	30	44,506	100	0	0	0	11/25/25	New Construction - AC	1/1/80
6	67	CHERRY AVE	21ST ST	20TH ST	A	AC	2	648	30	24,808	76	22	78	0	11/25/25	New Construction - AC	1/1/80
6	68	CHERRY AVE	20TH ST	21ST ST	A	AC	2	650	31	28,191	74	16	84	0	11/25/25	New Construction - AC	1/1/80
6	69	CHERRY AVE	20TH ST	19TH ST	A	AC	2	626	34	29,198	97	0	80	20	11/25/25	Complete Reconstruction - AC	10/31/15
6	70	CHERRY AVE	19TH ST	20TH ST	A	AAC	2	606	36	19,973	92	52	48	0	11/25/25	Overlay - AC Structural	10/31/15
6	71	CHERRY AVE	HILL ST	21ST ST	A	AC	2	609	33	24,052	78	0	100	0	11/25/25	New Construction - AC	1/1/80
6	72	CHERRY AVE	21ST ST	HILL ST	A	AC	2	584	31	24,684	76	0	100	0	11/25/25	New Construction - AC	1/1/80
6	73	CHERRY AVE	SPRING ST	28TH ST	A	AC	2	1,216	32	48,459	70	23	65	12	11/25/25	New Construction - AC	1/1/80
6	74	CHERRY AVE	28TH ST	SPRING ST	A	AC	2	1,221	32	53,692	79	20	80	0	11/25/25	New Construction - AC	1/1/80
6	75	CHERRY AVE	28TH ST	WILLOW ST	A	AC	3	1,278	40	52,041	77	27	54	19	11/25/25	New Construction - AC	1/1/80
6	76	CHERRY AVE	WILLOW ST	28TH ST	A	AC	3	1,278	40	49,394	64	27	73	0	11/25/25	New Construction - AC	1/1/80
6	77	CHERRY AVE	WILLOW ST	BURNETT ST	A	AC	2	1,258	31	47,098	78	34	66	0	11/25/25	Pothole Repair - AC	11/13/25
6	78	CHERRY AVE	BURNETT ST	WILLOW ST	A	AC	2	1,258	31	51,039	79	0	100	0	11/25/25	New Construction - AC	1/1/80
27	116	HILL ST	OBISPO AVE	REDONDO AVE	B	AC	2	883	44	51,431	82	0	100	0	11/25/25	New Construction - AC	1/1/80
27	120	HILL ST	TEMPLE AVE	OBISPO AVE	B	AC	1	1,234	11	22,578	87	0	100	0	11/25/25	New Construction - AC	1/1/80
27	121	HILL ST	OBISPO AVE	TEMPLE AVE	B	AC	1	1,233	16	22,915	74	66	29	5	11/25/25	New Construction - AC	1/1/80
27	122	HILL ST	ORANGE AVE	WALNUT AVE	B	AC	2	1,239	33	43,852	65	15	69	16	12/3/25	Pothole Repair - AC	9/13/24
27	123	HILL ST	WALNUT AVE	CHERRY AVE	B	AC	2	1,244	33	43,687	91	27	19	54	12/3/25	New Construction - AC	1/1/80
47	127	JUNIPERO AVE	20TH ST	19TH ST	C	AC	2	602	32	21,410	73	32	49	19	12/11/25	Surface Treatment - Slurry Seal	10/31/21
47	128	JUNIPERO AVE	19TH ST	PCH	C	AC	2	581	32	19,864	78	17	61	22	12/11/25	Surface Treatment - Slurry Seal	10/31/21
47	130	JUNIPERO AVE	21ST ST	20TH ST	C	AC	2	600	30	19,530	84	18	82	0	12/11/25	Surface Treatment - Slurry Seal	10/31/21
47	133	JUNIPERO AVE	SPRING ST	28TH ST	B	AC	2	1,237	60	69,127	40	50	38	12	12/11/25	New Construction - AC	1/1/80
58	157	OBISPO AVE	TEMPLE AVE	HILL ST	B	AC	2	2,271	25	67,715	53	62	34	4	11/18/25	New Construction - AC	1/1/80
58	158	OBISPO AVE	HILL ST	TEMPLE AVE	B	AC	2	2,271	21	68,151	56	43	54	3	11/18/25	New Construction - AC	1/1/80
58	159	OBISPO AVE	20TH ST	PCH	C	AC	2	1,227	60	74,957	51	49	38	13	12/11/25	New Construction - AC	1/1/80
61	165	ORANGE AVE	33RD ST	405 BRIDGE	B	AC	2	835	45	37,672	83	30	59	11	12/4/25	Surface Treatment - Slurry Seal	10/16/22
61	166	ORANGE AVE	405 BRIDGE	405 S ON RAMP	B	AC	0	118	51	7,702	42	53	35	12	12/11/25	Surface Treatment - Slurry Seal	6/16/21
61	167	ORANGE AVE	CITY LIMITS	33RD ST	B	AC	2	537	44	24,547	82	31	69	0	12/4/25	Surface Treatment - Slurry Seal	10/16/22
61	168	ORANGE AVE	WILLOW ST	25TH ST	B	AAC	2	687	42	35,912	81	0	100	0	12/3/25	Pothole Repair - AC	11/13/25
61	169	ORANGE AVE	25TH ST	BURNETT ST	B	AAC	2	630	46	30,965	85	0	100	0	12/3/25	Overlay - AC Structural	1/1/18
61	170	ORANGE AVE	BURNETT ST	23RD ST	B	AAC	2	637	46	30,557	83	0	100	0	12/3/25	Overlay - AC Structural	1/1/19
61	171	ORANGE AVE	23RD ST	HILL ST	B	AAC	2	616	47	30,169	84	4	96	0	12/3/25	Overlay - AC Structural	1/1/19
61	172	ORANGE AVE	29TH ST	WILLOW ST	B	AAC	2	1,962	47	98,910	80	29	71	0	12/3/25	Overlay - AC Structural	1/1/18

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, Name Order (A-Z)

Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Insp. Date	Work History Type	Work Date
61	173	ORANGE AVE	SPRING ST	29TH ST	B	AAC	3	590	65	46,887	77	0	100	0	12/3/25	Overlay - AC Structural	1/1/18
65	187	REDONDO AVE	19TH ST	PCH	A	AC	4	615	67	46,161	52	43	53	4	12/11/25	Pothole Repair - AC	3/13/25
65	188	REDONDO AVE	19TH ST	CITY LIMITS	A	AC	4	92	70	12,054	50	57	36	7	12/11/25	Pothole Repair - AC	3/13/25
70	194	SKYLINE DR	DAWSON AVE	PANORAMA DR	B	AC	2	1,771	36	69,488	84	38	62	0	12/11/25	New Construction - AC	1/1/80
70	195	SKYLINE DR	CHERRY AVE	DAWSON AVE	B	AC	2	1,406	35	51,714	54	38	59	3	12/11/25	Pothole Repair - AC	11/13/24
31	196	SPRING ST	CALIFORNIA AVE	E/TO CITY LIMIT	A	AAC	2	627	33	25,135	88	0	96	4	11/25/25	Overlay - AC Structural	11/13/21
31	197	SPRING ST	EAST CITY LIMIT	CALIFORNIA AVE	A	AAC	2	627	33	29,630	68	68	28	4	11/25/25	Overlay - AC Structural	11/13/21
31	198	SPRING ST	CHERRY AVE	JUNIPERO AVE	A	AAC	2	1,277	40	55,123	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
31	199	SPRING ST	JUNIPERO AVE	CHERRY AVE	A	AAC	2	1,283	47	63,232	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
31	200	SPRING ST	ORANGE AVE	WALNUT AVE	A	AAC	2	1,222	33	49,919	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
31	201	SPRING ST	WALNUT AVE	ORANGE AVE	A	AAC	2	1,222	34	53,043	96	0	100	0	11/25/25	Overlay - AC Structural	11/30/22
31	202	SPRING ST	WALNUT AVE	CHERRY AVE	A	AAC	2	1,324	40	51,581	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
31	203	SPRING ST	CHERRY AVE	WALNUT AVE	A	AAC	2	1,326	40	52,635	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
31	204	SPRING ST	CITY LIMITS	CALIFORNIA AVE	A	AAC	2	1,185	33	46,354	89	0	41	59	11/25/25	Overlay - AC Structural	11/13/22
31	205	SPRING ST	CALIFORNIA AVE	PCC	A	AAC	2	1,007	32	43,179	91	0	76	24	11/25/25	Overlay - AC Structural	11/13/21
31	206	SPRING ST	AC	CITY LIMITS	A	PCC	4	130	45	5,259	92	0	100	0	12/11/25	New Construction - PCC	1/1/80
73	219	TEMPLE AVE	PANORAMA DR	HILL ST	B	AC	2	465	40	19,065	76	26	74	0	12/11/25	New Construction - AC	1/1/80
73	220	TEMPLE AVE	HILL ST	21ST ST	B	AC	2	610	36	23,767	70	44	51	5	12/11/25	New Construction - AC	1/1/80
73	221	TEMPLE AVE	21ST ST	19TH ST	B	AC	2	1,257	36	49,310	81	0	77	23	12/11/25	New Construction - AC	1/1/80
73	222	TEMPLE AVE	19TH ST	PCH	B	AC	2	592	37	23,588	89	34	66	0	12/11/25	Pothole Repair - AC	11/13/25
73	223	TEMPLE AVE	WILLOW ST	OBISPO AVE	B	AAC	2	826	71	30,028	88	0	100	0	11/18/25	Pothole Repair - AC	11/13/24
73	224	TEMPLE AVE	OBISPO AVE	WILLOW ST	B	AAC	2	826	71	32,310	89	22	78	0	11/18/25	Overlay - AC Structural	10/31/21
73	225	TEMPLE AVE	28TH ST	WILLOW ST	B	AAC	2	1,290	35	46,766	88	0	93	7	11/18/25	Pothole Repair - AC	11/13/25
73	226	TEMPLE AVE	WILLOW ST	28TH ST	B	AAC	2	1,285	36	52,655	91	48	52	0	11/18/25	Overlay - AC Structural	10/31/21
73	227	TEMPLE AVE	405 BRIDGE	29TH ST	B	AAC	2	240	33	8,916	95	0	100	0	11/18/25	Overlay - AC Structural	6/16/21
73	228	TEMPLE AVE	29TH ST	405 BRIDGE	B	AAC	2	220	27	7,011	88	0	100	0	11/18/25	Overlay - AC Structural	6/16/21
73	229	TEMPLE AVE	29TH ST	28TH ST	B	AAC	2	430	40	15,349	92	0	58	42	11/18/25	Overlay - AC Structural	6/23/21
73	230	TEMPLE AVE	28TH ST	29TH ST	B	AAC	2	425	40	19,522	94	0	100	0	11/18/25	Overlay - AC Structural	6/16/21
75	236	WALNUT AVE	SPRING ST	29TH ST	B	AC	2	582	46	31,901	76	44	41	15	12/3/25	New Construction - AC	1/1/80
75	237	WALNUT AVE	29TH ST	28TH ST	B	AC	2	600	46	30,555	91	0	91	9	12/3/25	New Construction - AC	1/1/80
75	238	WALNUT AVE	28TH ST	WILLOW ST	B	AC	2	1,250	38	60,009	87	6	46	48	12/3/25	Pothole Repair - AC	11/13/23
75	239	WALNUT AVE	WILLOW ST	BURNETT ST	B	AC	2	1,216	47	65,769	74	74	21	5	12/3/25	New Construction - AC	1/1/80
75	240	WALNUT AVE	BURNETT AVE	23RD ST	B	AC	2	616	37	30,231	92	0	100	0	12/3/25	New Construction - AC	1/1/80
75	241	WALNUT AVE	23RD ST	HILL ST	B	AC	2	600	48	31,439	97	0	63	37	12/3/25	New Construction - AC	1/1/80
75	242	WALNUT AVE	HILL ST	CITY LIMITS	B	AC	2	1,073	37	37,646	46	38	57	5	12/3/25	Pothole Repair - AC	8/13/23
75	243	WALNUT AVE	WARDLOW RD	33RD ST	B	AC	2	593	37	22,269	50	43	53	4	12/11/25	New Construction - AC	1/1/80
75	244	WALNUT AVE	33RD ST	32ND ST	B	AC	2	616	55	36,313	33	48	37	15	12/11/25	Pothole Repair - AC	11/13/23
35	246	WILLOW ST	CITY LIMITS	CALIFORNIA AVE	A	AAC	3	1,243	34	47,381	83	11	53	36	11/18/25	Pothole Repair - AC	11/13/25
35	247	WILLOW ST	CALIFORNIA AVE	CITY LIMITS	A	AAC	3	1,218	34	47,014	85	0	83	17	11/18/25	Overlay - AC Structural	10/31/16
35	248	WILLOW ST	CALIFORNIA AVE	ORANGE AVE	A	AAC	3	1,233	35	50,202	89	0	83	17	11/18/25	Overlay - AC Structural	10/31/16
35	249	WILLOW ST	ORANGE AVE	CALIFORNIA AVE	A	AAC	3	1,231	34	55,848	91	0	100	0	11/18/25	Overlay - AC Structural	10/31/16
35	250	WILLOW ST	ORANGE AVE	WALNUT AVE	A	AAC	3	1,314	35	52,528	98	0	100	0	11/18/25	Overlay - AC Structural	10/31/16
35	251	WILLOW ST	WALNUT AVE	ORANGE AVE	A	AAC	3	1,319	35	52,361	94	0	62	38	11/18/25	Overlay - AC Structural	10/31/16
35	252	WILLOW ST	WALNUT AVE	CHERRY AVE	A	AAC	3	1,335	34	63,524	93	13	87	0	11/18/25	Pothole Repair - AC	11/13/23
35	253	WILLOW ST	CHERRY AVE	WALNUT AVE	A	AAC	3	1,328	35	52,603	83	44	46	10	11/18/25	Pothole Repair - AC	11/13/23
35	254	WILLOW ST	CHERRY AVE	JUNIPERO AVE	A	AC	3	1,320	35	49,693	74	41	35	24	11/18/25	New Construction - AC	1/1/80
35	255	WILLOW ST	JUNIPERO AVE	CHERRY AVE	A	AC	3	1,325	35	55,825	72	51	32	17	11/18/25	Pothole Repair - AC	3/13/24
35	256	WILLOW ST	JUNIPERO AVE	TEMPLE AVE	A	AC	3	1,216	36	50,006	72	42	41	17	11/18/25	New Construction - AC	1/1/80
35	257	WILLOW ST	TEMPLE AVE	JUNIPERO AVE	A	AC	3	1,213	34	49,500	79	11	51	38	11/18/25	New Construction - AC	1/1/80
								18.9		4,150,553							
		Locals															
13	1	19TH ST	CHERRY AVE	JUNIPERO AVE	E	AC	2	1,273	33	42,506	78	28	59	13	12/18/25	Surface Treatment - Slurry Seal	10/31/22
13	2	19TH ST	JUNIPERO AVE	MOLINO AVE	E	AC	2	624	33	21,007	49	38	57	5	12/18/25	Pothole Repair - AC	11/13/23

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, Name Order (A-Z)

Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Insp. Date	Work History Type	Work Date
13	261	19TH ST	REDONDO AVE	RESERVOIR DR	E	AC	2	84	38	2,290	80	43	35	22	12/19/25	New Construction - AC	1/1/80
13	3	19TH ST	MOLINO AVE	TEMPLE AVE	E	AC	2	628	33	20,489	69	26	69	5	12/18/25	New Construction - AC	1/1/80
13	4	19TH ST	TEMPLE AVE	ORIZABA AVE	E	AC	2	631	34	21,176	65	28	30	42	12/19/25	New Construction - AC	1/1/80
13	5	19TH ST	OBISPO AVE	REDONDO AVE	E	AC	0	769	40	30,120	69	45	24	31	12/19/25	New Construction - AC	1/1/80
14	10	20TH ST	ORIZABA AVE	OBISPO AVE	E	AC	2	588	40	24,995	73	16	64	20	12/18/25	Pothole Repair - AC	11/13/25
14	11	20TH ST	ALAMITOS AVE	CHERRY AVE	E	AC	2	1,094	34	36,288	52	15	74	11	12/17/25	Pothole Repair - AC	11/13/22
14	6	20TH ST	CHERRY AVE	JUNIPERO AVE	E	AC	2	1,264	38	47,410	55	42	52	6	12/17/25	Pothole Repair - AC	5/13/24
14	7	20TH ST	JUNIPERO AVE	STANLEY PL	E	AC	2	295	33	10,347	49	34	66	0	12/17/25	New Construction - AC	1/1/80
14	8	20TH ST	MOLINO AVE	TEMPLE AVE	E	AC	2	627	34	21,913	56	67	28	5	1/14/22	New Construction - AC	1/1/80
14	9	20TH ST	CRESCENT DR	ORIZABA AVE	E	AC	2	556	36	20,121	87	0	100	0	12/18/25	New Construction - AC	1/1/80
15	15	21ST ST	WALNUT AVE	GUNDRY AVE	E	AC	2	437	40	16,713	77	27	69	4	1/11/22	New Construction - AC	1/1/80
16	16	23RD ST	ORANGE AVE	WALNUT AVE	E	AAC	2	1,263	29	39,189	73	56	44	0	12/15/25	Overlay - AC Structural	10/31/16
16	17	23RD ST	LEMON AVE	ORANGE AVE	E	AC	2	611	28	17,823	54	16	76	8	12/12/25	New Construction - AC	1/1/80
17	18	25TH ST	LEWIS AVE	LEMON AVE	E	AC	2	281	42	12,045	75	0	100	0	12/17/25	New Construction - AC	1/1/80
17	19	25TH ST	LEMON AVE	CERRITOS AVE	E	AC	2	276	42	12,295	78	0	100	0	12/17/25	New Construction - AC	1/1/80
17	20	25TH ST	CERRITOS AVE	ORANGE AVE	E	AC	2	261	42	11,609	76	18	82	0	12/17/25	New Construction - AC	1/1/80
17	21	25TH ST	WEST TERMINUS	CALIFORNIA AVE	E	AC	2	299	32	9,271	68	15	85	0	12/17/25	New Construction - AC	1/1/80
18	22	27TH ST	WEST TERMINUS	CHERRY AVE	E	AC	2	308	40	12,829	76	0	49	51	12/16/25	New Construction - AC	1/1/80
18	23	27TH ST	CITY LIMITS	CALIFORNIA AVE	E	AC	2	1,252	36	44,821	42	52	37	11	12/15/25	New Construction - AC	1/1/80
18	24	27TH ST	CHERRY AVE	ST LOUIS AVE	E	AC	2	265	38	10,026	89	0	61	39	12/16/25	New Construction - AC	1/1/80
18	25	27TH ST	ST LOUIS AVE	DAWSON AVE	E	AC	2	284	38	10,430	70	43	25	32	12/16/25	New Construction - AC	1/1/80
18	26	27TH ST	DAWSON AVE	RAYMOND AVE	E	AC	2	282	38	10,609	59	57	32	11	12/16/25	New Construction - AC	1/1/80
18	27	27TH ST	RAYMOND AVE	JUNIPERO AVE	E	AC	2	273	40	12,202	70	56	31	13	12/16/25	New Construction - AC	1/1/80
18	28	27TH ST	GUNDRY AVE	ALLEY	E	AC	2	302	15	3,599	24	59	27	14	12/17/25	New Construction - AC	1/1/80
18	29	27TH ST	ALLEY	WALNUT AVE	E	AC	0	294	18	5,602	100	0	0	0	12/17/25	New Construction - AC	1/1/80
19	31	28TH ST	CITY LIMITS	EAST END	E	AC	2	480	35	15,121	30	60	24	16	12/15/25	Pothole Repair - AC	11/13/23
19	32	28TH ST	WEST END	CALIFORNIA AVE	E	AC	2	620	33	20,525	79	0	100	0	12/15/25	New Construction - AC	1/1/80
20	37	29TH ST	CITY LIMITS	END OF PVMNT	E	AC	2	425	32	13,709	49	66	26	8	12/15/25	New Construction - AC	1/1/80
20	38	29TH ST	ORANGE AVE	WALNUT AVE	E	AC	2	1,238	40	49,914	23	65	26	9	12/4/25	New Construction - AC	1/1/80
20	39	29TH ST	WALNUT AVE	CHERRY AVE	E	AAC	2	1,234	39	47,351	85	24	76	0	12/4/25	Overlay - AC Structural	10/31/16
21	40	32ND ST	CALIFORNIA AVE	ORANGE AVE	E	AC	2	1,261	35	42,094	73	27	69	4	12/12/25	New Construction - AC	1/1/80
21	41	32ND ST	ORANGE AVE	WEST END	E	AC	2	509	51	26,697	42	29	49	22	12/12/25	Pothole Repair - AC	4/13/24
22	42	33RD ST	CITY LIMITS	CALIFORNIA AVE	E	AC	4	1,109	54	59,204	83	30	56	14	12/4/25	Surface Treatment - Slurry Seal	3/4/22
22	43	33RD ST	CALIFORNIA AVE	LEWIS AVE	E	AAC	2	279	35	9,890	76	29	37	34	12/4/25	Overlay - AC Structural	10/31/24
22	44	33RD ST	LEWIS AVE	LEMON AVE	E	AAC	2	287	34	9,617	82	16	54	30	12/4/25	Overlay - AC Structural	10/31/24
22	45	33RD ST	LEMON AVE	CERRITOS AVE	E	AAC	2	281	35	10,091	71	38	32	30	12/4/25	Overlay - AC Structural	10/31/24
22	46	33RD ST	CERRITOS AVE	ORANGE AVE	E	AAC	2	278	35	10,140	74	43	40	17	12/4/25	Overlay - AC Structural	10/31/24
22	47	33RD ST	ORANGE AVE	WALNUT AVE	E	AAC	2	1,258	34	42,298	52	40	44	16	12/4/25	Overlay - AC Structural	10/31/24
2	179	ALLIANCE ST	CERRITOS AVE	ORANGE AVE	E	AC	1	318	16	6,629	45	39	42	19	12/12/25	New Construction - AC	1/1/80
2	49	ALLIANCE ST	ALLEY	CERRITOS AVE	E	AC	1	178	10	2,294	46	20	66	14	12/12/25	New Construction - AC	1/1/80
3	50	BRAYTON AVE	WARDLOW RD	33RD ST	E	AC	2	614	29	15,182	86	57	41	2	12/12/25	Surface Treatment - Slurry Seal	10/16/23
3	51	BRAYTON AVE	BURNETT ST	NORTH TERM	E	AC	0	619	36	22,729	37	48	46	6	12/17/25	New Construction - AC	1/1/80
5	60	CERRITOS AVE	CITY LIMITS	33RD ST	E	AC	2	544	35	18,736	79	57	43	0	12/12/25	Surface Treatment - Slurry Seal	3/4/22
5	61	CERRITOS AVE	33RD ST	32ND ST	E	AC	2	606	35	23,204	89	38	59	3	12/12/25	Surface Treatment - Slurry Seal	3/4/22
5	62	CERRITOS AVE	WILLOW ST	BURNETT ST	E	AC	2	1,233	38	44,598	79	21	79	0	12/12/25	New Construction - AC	1/1/80
5	63	CERRITOS AVE	23RD ST	ALLIANCE AVE	E	AC	2	354	26	9,818	77	0	100	0	12/12/25	Surface Treatment - Slurry Seal	10/31/22
5	64	CERRITOS AVE	BURNETT ST	23RD ST	E	AC	0	628	39	24,502	82	0	100	0	12/12/25	Surface Treatment - Slurry Seal	10/31/22
24	79	COLUMBIA ST	CITY LIMITS	END	E	AC	2	281	43	13,959	34	66	34	0	12/15/25	New Construction - AC	1/1/80
7	80	COMBELLACK DR	JUNIPERO AVE	TEMPLE AVE	E	AC	2	1,287	37	45,557	46	54	45	1	12/18/25	New Construction - AC	1/1/80
8	81	CORONADO AVE	19TH ST	PCH	E	AC	2	629	40	24,859	55	61	38	1	12/19/25	New Construction - AC	1/1/80
9	82	CRESCENT DR	SUNSET VIEW	20TH ST	E	AC	2	484	33	18,053	95	0	100	0	12/18/25	New Construction - AC	1/1/80
9	83	CRESCENT DR	NORTH TERM	SUNSET VIEW	E	AC	2	370	32	15,950	91	0	100	0	12/18/25	New Construction - AC	1/1/80
9	84	CRESCENT DR	20TH ST	MOONSTONE DR	E	AC	2	485	32	18,327	91	0	100	0	12/18/25	New Construction - AC	1/1/80
10	85	CRESCENT HEIGHTS ST	WALNUT AVE	CHERRY AVE	E	AC	0	1,246	40	47,028	61	47	31	22	12/12/25	New Construction - AC	1/1/80

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, Name Order (A-Z)

Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Insp. Date	Work History Type	Work Date
25	86	CRESTON ST	WALNUT AVE	EAST TERMINUS	E	AC	2	1,005	28	39,425	42	43	53	4	12/15/25	New Construction - AC	1/1/80
11	87	DAWSON AVE	NORTH TERMINUS	SKYLINE DR	E	AC	2	500	35	20,256	69	12	88	0	12/16/25	New Construction - AC	1/1/80
11	88	DAWSON AVE	21ST ST	20TH ST	E	AC	2	608	36	21,529	70	0	91	9	12/15/25	Surface Treatment - Slurry Seal	6/16/21
11	89	DAWSON AVE	20TH ST	19TH ST	E	AC	2	615	40	23,902	78	13	85	2	12/15/25	Surface Treatment - Slurry Seal	6/9/21
11	90	DAWSON AVE	19TH ST	VILLAGE WAY	E	AC	2	481	38	19,663	72	14	86	0	12/15/25	Surface Treatment - Slurry Seal	6/16/21
11	91	DAWSON AVE	28TH ST	27TH ST	E	AC	2	621	37	23,530	54	45	33	22	12/16/25	New Construction - AC	1/1/80
11	92	DAWSON AVE	27TH ST	WILLOW ST	E	AC	2	588	37	22,934	46	50	37	13	12/16/25	New Construction - AC	1/1/80
12	93	DISCOVERY WAY	20TH ST	MOONSTONE DR	E	AC	2	406	32	13,970	92	0	100	0	12/18/25	New Construction - AC	1/1/80
36	94	ELLIS AVE	GLADYS AVE	END	E	AC	2	295	39	14,711	72	71	17	12	12/19/25	New Construction - AC	1/1/80
37	95	FALCON AVE	CITY LIMITS	33RD ST	E	AC	2	555	34	18,944	74	54	29	17	12/12/25	Surface Treatment - Slurry Seal	10/16/22
38	96	FREEMAN AVE	20TH ST	550' N/20TH ST	E	AC	2	463	31	16,470	83	12	57	31	12/19/25	New Construction - AC	1/1/80
38	97	FREEMAN AVE	20TH ST	PCH	E	AC	2	1,262	41	52,431	67	47	41	12	12/19/25	Pothole Repair - AC	11/13/25
38	98	FREEMAN AVE	550' N/20TH ST	NORTH TERM	E	AC	2	212	16	4,269	73	39	29	32	12/19/25	New Construction - AC	1/1/80
39	100	GARDENA AVE	SPRING ST	29TH ST	E	AC	2	582	41	25,013	71	43	48	9	12/17/25	New Construction - AC	1/1/80
39	101	GARDENA AVE	29TH ST	28TH ST	E	AAC	0	598	41	25,258	88	42	58	0	12/17/25	Overlay - AC Structural	10/31/16
39	99	GARDENA AVE	CRESCENT HEIGHTS ST	BURNETT ST	E	AC	2	618	31	22,183	85	0	86	14	12/12/25	New Construction - AC	1/1/80
40	102	GAVIOTA AVE	HILL ST	ALAMITOS AVE	E	AC	2	925	39	36,542	52	49	38	13	12/17/25	New Construction - AC	1/1/80
40	103	GAVIOTA AVE	28TH ST	END	E	AC	2	586	36	21,879	32	77	23	0	12/16/25	New Construction - AC	1/1/80
40	104	GAVIOTA AVE	CRESCENT HEIGHTS ST	BURNETT ST	E	AC	2	619	25	16,696	57	47	21	32	12/12/25	New Construction - AC	1/1/80
40	105	GAVIOTA AVE	NORTH TERM	HILL ST	E	AAC	2	609	29	21,084	93	69	31	0	12/15/25	Overlay - AC Structural	10/31/16
41	106	GLADYS AVE	19TH ST	ELLIS AVE	E	AC	2	342	37	12,517	84	0	97	3	12/19/25	New Construction - AC	1/1/80
26	107	GRANT ST	OBISPO AVE	REDONDO AVE	E	AC	2	794	38	27,385	78	7	55	38	12/19/25	New Construction - AC	1/1/80
42	108	GUNDRY AVE	WILLOW ST	PAVEMENT CHANGE	E	AC	2	163	38	5,939	67	36	50	14	12/17/25	New Construction - AC	1/1/80
42	109	GUNDRY AVE	PAVEMENT CHANGE	SOUTH TERM	E	AC	2	327	31	14,135	83	0	100	0	12/17/25	New Construction - AC	1/1/80
42	110	GUNDRY AVE	WARDLOW RD	33RD ST	E	AC	2	613	30	16,635	76	55	45	0	12/12/25	Surface Treatment - Slurry Seal	10/16/22
42	111	GUNDRY AVE	29TH ST	28TH ST	E	AC	2	606	37	23,245	33	68	30	2	12/17/25	New Construction - AC	1/1/80
42	112	GUNDRY AVE	28TH ST	WILLOW ST	E	AC	2	1,264	35	48,047	44	35	45	20	12/17/25	New Construction - AC	1/1/80
42	113	GUNDRY AVE	BURNETT ST	NORTH TERM	E	AC	2	593	37	22,839	36	56	35	9	12/17/25	New Construction - AC	1/1/80
42	114	GUNDRY AVE	HILL ST	21ST ST	E	AC	2	630	40	25,412	33	66	28	6	12/17/25	New Construction - AC	1/1/80
27	115	HILL ST	CHERRY AVE	GATE	E	AC	2	314	35	12,668	79	31	69	0	12/16/25	New Construction - AC	1/1/80
27	117	HILL ST	SKYLINE DR	STANLEY AVE	E	AC	2	536	30	19,070	71	19	81	0	12/16/25	New Construction - AC	1/1/80
27	118	HILL ST	STANLEY AVE	OHIO AVE	E	AC	2	477	37	18,485	85	0	100	0	12/16/25	Pothole Repair - AC	11/13/22
27	119	HILL ST	OHIO AVE	TEMPLE AVE	E	AC	2	294	33	10,454	49	55	32	13	12/16/25	New Construction - AC	1/1/80
44	124	HUMMINGBIRD LN	DISCOVERY WAY	EAST TERMINUS	E	AC	2	141	33	6,742	92	32	68	0	12/18/25	New Construction - AC	1/1/80
45	125	INDUSTRY DR	REDONDO AVE	WEST TERMINUS	E	AC	2	931	41	39,870	58	61	34	5	12/18/25	Pothole Repair - AC	11/13/24
46	126	JESSIE NELSON CIR	HILL ST	WEST TERMINUS	E	AC	2	406	30	13,795	89	0	100	0	12/16/25	Surface Treatment - Slurry Seal	5/30/24
47	129	JUNIPERO AVE	WILLOW ST	SOUTH TERM	E	AC	2	585	35	20,096	65	61	39	0	12/18/25	New Construction - AC	1/1/80
47	131	JUNIPERO AVE	27TH ST	WILLOW ST	E	AC	2	580	38	24,186	76	32	61	7	12/16/25	New Construction - AC	1/1/80
47	132	JUNIPERO AVE	28TH ST	27TH ST	E	AC	2	601	40	26,774	60	41	47	12	12/16/25	New Construction - AC	1/1/80
54	258	KELLEY DR	HILL ST	SOUTH TERM	E	AC	2	393	28	11,229	30	52	48	0	12/17/25	New Construction - AC	1/1/80
55	134	LEGION DR	HILL ST	NORTH TERM	E	AC	2	632	16	16,608	63	55	41	4	12/15/25	New Construction - AC	1/1/80
48	135	LEMON AVE	CITY LIMITS	33RD ST	E	AC	2	534	36	19,017	73	60	40	0	12/12/25	Surface Treatment - Slurry Seal	3/4/22
48	136	LEMON AVE	33RD ST	32ND ST	E	AC	2	606	34	21,042	83	26	74	0	12/12/25	Surface Treatment - Slurry Seal	3/4/22
48	137	LEMON AVE	WILLOW ST	NEVADA ST	E	AC	2	993	38	22,113	82	0	60	40	12/12/25	New Construction - AC	1/1/80
48	138	LEMON AVE	NEVADA ST	BURNETT ST	E	AC	2	181	33	6,879	73	0	100	0	12/12/25	New Construction - AC	1/1/80
48	139	LEMON AVE	BURNETT ST	END	E	AC	2	781	33	25,836	75	0	95	5	12/12/25	Surface Treatment - Slurry Seal	10/31/22
49	140	LEWIS AVE	CITY LIMITS	33RD ST	E	AC	2	535	33	18,951	46	64	20	16	12/12/25	Pothole Repair - AC	11/13/24
49	141	LEWIS AVE	33RD ST	32ND ST	E	AC	2	607	35	22,353	85	31	69	0	12/12/25	New Construction - AC	1/1/80
49	142	LEWIS AVE	WILLOW ST	BURNETT ST	E	AC	2	1,229	38	45,167	89	34	60	6	12/12/25	New Construction - AC	1/1/80
49	143	LEWIS AVE	BURNETT ST	SOUTH TERMINUS	E	AC	2	510	35	18,732	82	0	96	4	12/12/25	Surface Treatment - Slurry Seal	10/31/22
50	144	LIME AVE	CITY LIMITS	33RD ST	E	AC	2	540	36	18,216	77	43	53	4	12/12/25	Surface Treatment - Slurry Seal	3/4/22
50	145	LIME AVE	WILLOW ST	27TH ST	E	AC	2	599	33	21,512	85	0	72	28	12/15/25	New Construction - AC	1/1/80
51	146	MOLINO AVE	PANORAMA DR	SKYLINE DR	E	AC	2	325	36	13,947	85	0	100	0	12/16/25	New Construction - AC	1/1/80
51	147	MOLINO AVE	20TH ST	19TH ST	E	AC	2	635	32	21,873	72	48	48	4	1/14/22	New Construction - AC	1/1/80

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, Name Order (A-Z)

Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Insp. Date	Work History Type	Work Date
51	148	MOLINO AVE	19TH ST	PCH	E	AC	2	591	33	19,915	61	37	43	20	1/14/22	New Construction - AC	1/1/80
51	149	MOLINO AVE	20TH ST	NORTH TERM	E	AC	2	87	16	1,275	64	72	28	0	1/14/22	New Construction - AC	1/1/80
51	150	MOLINO AVE	SKYLINE DR	HILL ST	E	AC	2	495	36	17,923	77	0	100	0	12/16/25	Surface Treatment - Slurry Seal	10/16/22
52	151	MOONSTONE DR	CRESCENT DR	DISCOVERY WAY	E	AC	2	208	32	7,596	93	0	100	0	12/18/25	New Construction - AC	1/1/80
53	152	MYRTLE AVE	CITY LIMITS	33RD ST	E	AC	2	540	32	17,764	83	0	100	0	12/12/25	Surface Treatment - Slurry Seal	3/4/22
53	153	MYRTLE AVE	WILLOW ST	27TH ST	E	AC	2	613	38	22,392	84	21	79	0	12/15/25	New Construction - AC	1/1/80
28	154	NEVADA ST	LEWIS AVE	LEMON AVE	E	AC	2	288	26	8,094	86	0	10	90	12/17/25	New Construction - AC	1/1/80
28	155	NEVADA ST	LEMON AVE	CERRITOS AVE	E	AC	2	285	27	7,679	100	0	0	0	12/17/25	New Construction - AC	1/1/80
28	156	NEVADA ST	CERRITOS AVE	ORANGE AVE	E	AC	2	279	27	7,439	66	20	80	0	12/17/25	New Construction - AC	1/1/80
59	160	OHIO AVE	PANORAMA DR	SKYLINE DR	E	AC	2	248	35	8,937	88	0	67	33	12/16/25	New Construction - AC	1/1/80
59	161	OHIO AVE	HILL ST	21ST ST	E	AC	2	597	37	22,770	85	16	81	3	12/16/25	Surface Treatment - Slurry Seal	10/16/22
59	162	OHIO AVE	20TH ST	NORTH TERM	E	AC	2	139	19	2,790	85	52	48	0	1/14/22	New Construction - AC	1/1/80
59	163	OHIO AVE	SKYLINE DR	HILL ST	E	AC	2	590	38	23,011	99	0	100	0	12/16/25	Complete Reconstruction - AC	6/30/23
60	164	OLIVE AVE	CITY LIMITS	33RD ST	E	AC	0	542	33	17,731	90	20	59	21	12/12/25	Surface Treatment - Slurry Seal	3/4/22
62	174	ORIZABA AVE	20TH ST	19TH ST	E	AC	2	606	37	23,946	81	0	100	0	12/18/25	Surface Treatment - Slurry Seal	10/31/22
62	175	ORIZABA AVE	PCH	NORTH TERM	E	AC	2	377	31	15,384	89	0	100	0	12/19/25	New Construction - AC	1/1/80
62	176	ORIZABA AVE	20TH ST	NORTH TERM	E	AC	2	1,070	29	33,206	86	0	96	4	12/18/25	Surface Treatment - Slurry Seal	10/31/22
56	177	PALM DR	WILLOW ST	OBISPO AVE	E	AC	2	1,467	33	49,608	100	0	0	100	12/18/25	Complete Reconstruction - AC	10/31/23
29	178	PANORAMA DR	MOLINO ST	TEMPLE AVE	E	AC	1	892	11	17,627	53	66	34	0	12/16/25	New Construction - AC	1/1/80
63	259	PAPADAKIS WAY	20TH ST	NORTH TERM	E	PCC	1	199	12	3,370	89	0	59	41	12/18/25	New Construction - PCC	1/1/80
30	180	PATTERSON ST	CALIFORNIA AVE	WEST TERMINUS	E	AC	2	616	38	21,806	87	0	100	0	12/15/25	New Construction - AC	1/1/80
30	181	PATTERSON ST	CITY LIMITS	EAST TERMINUS	E	AC	0	263	34	9,335	70	49	48	3	12/15/25	New Construction - AC	1/1/80
64	182	RAYMOND AVE	21ST ST	20TH ST	E	AC	2	609	33	20,270	66	0	51	49	12/15/25	Surface Treatment - Slurry Seal	6/9/21
64	183	RAYMOND AVE	20TH ST	19TH ST	E	AC	2	613	33	20,354	71	8	89	3	12/15/25	Surface Treatment - Slurry Seal	6/16/21
64	184	RAYMOND AVE	19TH ST	VILLAGE WAY	E	AC	2	472	32	15,960	80	0	100	0	12/15/25	Surface Treatment - Slurry Seal	6/16/21
64	185	RAYMOND AVE	28TH ST	27TH ST	E	AC	2	605	40	25,540	15	67	33	0	12/16/25	Pothole Repair - AC	11/13/22
64	186	RAYMOND AVE	27TH ST	WILLOW ST	E	AC	2	580	40	24,488	34	56	29	15	12/16/25	New Construction - AC	1/1/80
66	189	ROSE AVE	28TH ST	SOUTH TERM	E	AC	2	609	36	21,108	37	55	36	9	12/16/25	New Construction - AC	1/1/80
66	190	ROSE AVE	CRESCENT HEIGHTS ST	BURNETT ST	E	AC	2	612	29	18,911	71	24	44	32	12/12/25	New Construction - AC	1/1/80
66	191	ROSE AVE	HILL ST	NORTH TERM	E	AC	2	639	32	20,015	44	45	50	5	12/15/25	New Construction - AC	1/1/80
67	207	SAINT LOUIS AVE	HILL ST	NORTH TERM	E	AC	2	383	26	12,824	65	24	76	0	12/16/25	New Construction - AC	1/1/80
67	208	SAINT LOUIS AVE	21ST ST	20TH ST	E	AC	2	610	34	20,068	67	0	87	13	12/15/25	New Construction - AC	1/1/80
67	209	SAINT LOUIS AVE	20TH ST	19TH ST	E	AC	2	611	34	21,240	69	0	75	25	12/16/25	New Construction - AC	1/1/80
67	210	SAINT LOUIS AVE	19TH ST	SOUTH TERM	E	AC	2	388	29	13,037	87	16	84	0	12/15/25	Surface Treatment - Slurry Seal	6/16/21
67	211	SAINT LOUIS AVE	27TH ST	WILLOW ST	E	AC	2	579	39	22,853	46	61	38	1	12/16/25	New Construction - AC	1/1/80
67	212	SAINT LOUIS AVE	28TH ST	27TH ST	E	AC	2	610	36	23,217	32	74	25	1	12/16/25	New Construction - AC	1/1/80
68	192	SIGNAL PKWY	28TH ST	WILLOW ST	E	AC	0	1,230	60	76,567	53	51	43	6	12/18/25	New Construction - AC	1/1/80
69	193	SIGNAL POINTE	CRESCENT DR	EAST TERMINUS	E	AC	0	142	36	7,184	94	0	100	0	12/18/25	New Construction - AC	1/1/80
71	213	STANLEY AVE	HILL ST	21ST ST	E	AC	2	939	36	35,042	78	9	61	30	12/16/25	Surface Treatment - Slurry Seal	10/16/22
71	214	STANLEY AVE	END	20TH ST	E	AC	2	557	32	17,580	64	39	60	1	12/17/25	New Construction - AC	1/1/80
71	215	STANLEY AVE	20TH ST	19TH ST	E	AC	2	623	34	21,642	70	0	88	12	1/14/22	New Construction - AC	1/1/80
71	216	STANLEY AVE	19TH ST	PCH	E	AC	2	601	34	19,929	70	26	74	0	1/14/22	New Construction - AC	1/1/80
71	217	STANLEY AVE	SKYLINE DR	HILL ST	E	AC	2	642	37	22,319	79	12	88	0	12/16/25	Surface Treatment - Slurry Seal	10/16/22
72	218	SUNSET VIEW	CRESCENT DR	ORIZABA AVE	E	AC	2	469	32	15,108	89	40	60	0	12/18/25	New Construction - AC	1/1/80
57	231	TERRACE DR	21ST ST	SOUTH TERM	E	AC	2	233	27	6,655	78	0	100	0	12/19/25	New Construction - AC	1/1/80
32	232	VERNON ST	WEST TERMINUS	CALIFORNIA AVE	E	AC	0	299	30	9,305	43	28	64	8	12/17/25	New Construction - AC	1/1/80
74	233	VILLAGE WAY	DAWSON AVE	RAYMOND AVE	E	AC	2	306	32	9,608	88	0	100	0	12/15/25	New Construction - AC	1/1/80
74	234	VILLAGE WAY	RAYMOND AVE	EAST TERMINUS	E	AC	2	139	32	5,730	90	0	100	0	12/15/25	New Construction - AC	1/1/80
33	235	WALL ST	MOLINO AVE	TEMPLE AVE	E	AC	2	619	33	20,668	50	33	58	9	12/19/25	Pothole Repair - AC	11/13/24
34	245	WALTON ST	LIME AVE	MYRTLE AVE	E	AC	2	607	33	21,627	67	35	56	9	12/15/25	New Construction - AC	1/1/80
								17.4		3,316,706							

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, PCI Order (0-100)

Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Insp. Date	Work History Type	Work Date
		Arterials / Collectors															
19	34	28TH ST	ORANGE AVE	GUNDRY AVE	B	AC	2	610	39	27,622	30	65	29	6	12/4/25	Pothole Repair - AC	6/13/23
75	244	WALNUT AVE	33RD ST	32ND ST	B	AC	2	616	55	36,313	33	48	37	15	12/11/25	Pothole Repair - AC	11/13/23
19	33	28TH ST	JUNIPERO AVE	TEMPLE AVE	B	AC	2	1,235	61	73,161	35	48	40	12	12/4/25	New Construction - AC	1/1/80
19	35	28TH ST	GUNDRY AVE	WALNUT AVE	B	AC	2	610	40	31,740	40	57	36	7	12/4/25	New Construction - AC	1/1/80
47	133	JUNIPERO AVE	SPRING ST	28TH ST	B	AC	2	1,237	60	69,127	40	50	38	12	12/11/25	New Construction - AC	1/1/80
23	53	BURNETT ST	ORANGE AVE	WALNUT AVE	B	AC	2	1,244	40	46,387	42	63	27	10	12/4/25	New Construction - AC	1/1/80
61	166	ORANGE AVE	405 BRIDGE	405 S ON RAMP	B	AC	0	118	51	7,702	42	53	35	12	12/11/25	Surface Treatment - Slurry Seal	6/16/21
4	58	CALIFORNIA AVE	405 BRIDGE	SPRING ST	B	AC	2	774	40	33,507	44	29	61	10	12/3/25	New Construction - AC	1/1/80
75	242	WALNUT AVE	HILL ST	CITY LIMITS	B	AC	2	1,073	37	37,646	46	38	57	5	12/3/25	Pothole Repair - AC	8/13/23
23	54	BURNETT ST	WALNUT AVE	CHERRY AVE	B	AC	2	1,254	38	45,214	49	36	44	20	12/4/25	New Construction - AC	1/1/80
75	243	WALNUT AVE	WARDLOW RD	33RD ST	B	AC	2	593	37	22,269	50	43	53	4	12/11/25	New Construction - AC	1/1/80
65	188	REDONDO AVE	19TH ST	CITY LIMITS	A	AC	4	92	70	12,054	50	57	36	7	12/11/25	Pothole Repair - AC	3/13/25
58	159	OBISPO AVE	20TH ST	PCH	C	AC	2	1,227	60	74,957	51	49	38	13	12/11/25	New Construction - AC	1/1/80
65	187	REDONDO AVE	19TH ST	PCH	A	AC	4	615	67	46,161	52	43	53	4	12/11/25	Pothole Repair - AC	3/13/25
58	157	OBISPO AVE	TEMPLE AVE	HILL ST	B	AC	2	2,271	25	67,715	53	62	34	4	11/18/25	New Construction - AC	1/1/80
70	195	SKYLINE DR	CHERRY AVE	DAWSON AVE	B	AC	2	1,406	35	51,714	54	38	59	3	12/11/25	Pothole Repair - AC	11/13/24
58	158	OBISPO AVE	HILL ST	TEMPLE AVE	B	AC	2	2,271	21	68,151	56	43	54	3	11/18/25	New Construction - AC	1/1/80
6	76	CHERRY AVE	WILLOW ST	28TH ST	A	AC	3	1,278	40	49,394	64	27	73	0	11/25/25	New Construction - AC	1/1/80
27	122	HILL ST	ORANGE AVE	WALNUT AVE	B	AC	2	1,239	33	43,852	65	15	69	16	12/3/25	Pothole Repair - AC	9/13/24
31	197	SPRING ST	EAST CITY LIMIT	CALIFORNIA AVE	A	AAC	2	627	33	29,630	68	68	28	4	11/25/25	Overlay - AC Structural	11/13/21
4	57	CALIFORNIA AVE	WILLOW ST	CITY LIMITS	B	AC	2	1,557	47	60,185	70	48	40	12	12/3/25	New Construction - AC	1/1/80
6	73	CHERRY AVE	SPRING ST	28TH ST	A	AC	2	1,216	32	48,459	70	23	65	12	11/25/25	New Construction - AC	1/1/80
73	220	TEMPLE AVE	HILL ST	21ST ST	B	AC	2	610	36	23,767	70	44	51	5	12/11/25	New Construction - AC	1/1/80
4	260	CALIFORNIA AVE	28TH ST	WILLOW ST	B	AAC	2	1,267	34	52,196	71	67	18	15	12/3/25	Pothole Repair - AC	11/13/24
35	255	WILLOW ST	JUNIPERO AVE	CHERRY AVE	A	AC	3	1,325	35	55,825	72	51	32	17	11/18/25	Pothole Repair - AC	3/13/24
35	256	WILLOW ST	JUNIPERO AVE	TEMPLE AVE	A	AC	3	1,216	36	50,006	72	42	41	17	11/18/25	New Construction - AC	1/1/80
47	127	JUNIPERO AVE	20TH ST	19TH ST	C	AC	2	602	32	21,410	73	32	49	19	12/11/25	Surface Treatment - Slurry Seal	10/31/21
75	239	WALNUT AVE	WILLOW ST	BURNETT ST	B	AC	2	1,216	47	65,769	74	74	21	5	12/3/25	New Construction - AC	1/1/80
6	68	CHERRY AVE	20TH ST	21ST ST	A	AC	2	650	31	28,191	74	16	84	0	11/25/25	New Construction - AC	1/1/80
35	254	WILLOW ST	CHERRY AVE	JUNIPERO AVE	A	AC	3	1,320	35	49,693	74	41	35	24	11/18/25	New Construction - AC	1/1/80
27	121	HILL ST	OBISPO AVE	TEMPLE AVE	B	AC	1	1,233	16	22,915	74	66	29	5	11/25/25	New Construction - AC	1/1/80
6	72	CHERRY AVE	21ST ST	HILL ST	A	AC	2	584	31	24,684	76	0	100	0	11/25/25	New Construction - AC	1/1/80
73	219	TEMPLE AVE	PANORAMA DR	HILL ST	B	AC	2	465	40	19,065	76	26	74	0	12/11/25	New Construction - AC	1/1/80
6	67	CHERRY AVE	21ST ST	20TH ST	A	AC	2	648	30	24,808	76	22	78	0	11/25/25	New Construction - AC	1/1/80
75	236	WALNUT AVE	SPRING ST	29TH ST	B	AC	2	582	46	31,901	76	44	41	15	12/3/25	New Construction - AC	1/1/80
15	13	21ST ST	CHERRY AVE	JUNIPERO AVE	C	AC	2	1,259	36	39,246	77	28	58	14	12/11/25	Surface Treatment - Slurry Seal	10/16/22
6	75	CHERRY AVE	28TH ST	WILLOW ST	A	AC	3	1,278	40	52,041	77	27	54	19	11/25/25	New Construction - AC	1/1/80
1	48	ALAMITOS AVE	20TH ST	21ST ST	B	AC	2	675	39	27,200	77	7	92	1	12/17/25	Surface Treatment - Slurry Seal	10/16/22
15	14	21ST ST	JUNIPERO AVE	TEMPLE AVE	C	AC	2	1,579	36	61,782	77	25	72	3	12/11/25	Pothole Repair - AC	8/13/23
61	173	ORANGE AVE	SPRING ST	29TH ST	B	AAC	3	590	65	46,887	77	0	100	0	12/3/25	Overlay - AC Structural	1/1/18
6	71	CHERRY AVE	HILL ST	21ST ST	A	AC	2	609	33	24,052	78	0	100	0	11/25/25	New Construction - AC	1/1/80
47	128	JUNIPERO AVE	19TH ST	PCH	C	AC	2	581	32	19,864	78	17	61	22	12/11/25	Surface Treatment - Slurry Seal	10/31/21
6	77	CHERRY AVE	WILLOW ST	BURNETT ST	A	AC	2	1,258	31	47,098	78	34	66	0	11/25/25	Pothole Repair - AC	11/13/25
23	52	BURNETT ST	CALIFORNIA AVE	ORANGE AVE	B	AC	2	1,263	33	41,521	79	48	42	10	12/4/25	New Construction - AC	1/1/80
6	74	CHERRY AVE	28TH ST	SPRING ST	A	AC	2	1,221	32	53,692	79	20	80	0	11/25/25	New Construction - AC	1/1/80
6	78	CHERRY AVE	BURNETT ST	WILLOW ST	A	AC	2	1,258	31	51,039	79	0	100	0	11/25/25	New Construction - AC	1/1/80
35	257	WILLOW ST	TEMPLE AVE	JUNIPERO AVE	A	AC	3	1,213	34	49,500	79	11	51	38	11/18/25	New Construction - AC	1/1/80
61	172	ORANGE AVE	29TH ST	WILLOW ST	B	AAC	2	1,962	47	98,910	80	29	71	0	12/3/25	Overlay - AC Structural	1/1/18
61	168	ORANGE AVE	WILLOW ST	25TH ST	B	AAC	2	687	42	35,912	81	0	100	0	12/3/25	Pothole Repair - AC	11/13/25
73	221	TEMPLE AVE	21ST ST	19TH ST	B	AC	2	1,257	36	49,310	81	0	77	23	12/11/25	New Construction - AC	1/1/80
19	30	28TH ST	CHERRY AVE	JUNIPERO AVE	B	AC	2	1,282	37	49,610	81	57	43	0	12/4/25	New Construction - AC	1/1/80
61	167	ORANGE AVE	CITY LIMITS	33RD ST	B	AC	2	537	44	24,547	82	31	69	0	12/4/25	Surface Treatment - Slurry Seal	10/16/22

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, PCI Order (0-100)

Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Insp. Date	Work History Type	Work Date
27	116	HILL ST	OBISPO AVE	REDONDO AVE	B	AC	2	883	44	51,431	82	0	100	0	11/25/25	New Construction - AC	1/1/80
35	246	WILLOW ST	CITY LIMITS	CALIFORNIA AVE	A	AAC	3	1,243	34	47,381	83	11	53	36	11/18/25	Pothole Repair - AC	11/13/25
61	165	ORANGE AVE	33RD ST	405 BRIDGE	B	AC	2	835	45	37,672	83	30	59	11	12/4/25	Surface Treatment - Slurry Seal	10/16/22
15	12	21ST ST	ALAMITOS AVE	CHERRY AVE	C	AC	2	529	36	22,140	83	15	85	0	12/11/25	Surface Treatment - Slurry Seal	10/16/22
4	55	CALIFORNIA AVE	33RD ST	405 BRIDGE	B	AC	2	821	38	33,822	83	0	41	59	12/3/25	New Construction - AC	1/1/80
61	170	ORANGE AVE	BURNETT ST	23RD ST	B	AAC	2	637	46	30,557	83	0	100	0	12/3/25	Overlay - AC Structural	1/1/19
35	253	WILLOW ST	CHERRY AVE	WALNUT AVE	A	AAC	3	1,328	35	52,603	83	44	46	10	11/18/25	Pothole Repair - AC	11/13/23
61	171	ORANGE AVE	23RD ST	HILL ST	B	AAC	2	616	47	30,169	84	4	96	0	12/3/25	Overlay - AC Structural	1/1/19
70	194	SKYLINE DR	DAWSON AVE	PANORAMA DR	B	AC	2	1,771	36	69,488	84	38	62	0	12/11/25	New Construction - AC	1/1/80
47	130	JUNIPERO AVE	21ST ST	20TH ST	C	AC	2	600	30	19,530	84	18	82	0	12/11/25	Surface Treatment - Slurry Seal	10/31/21
35	247	WILLOW ST	CALIFORNIA AVE	CITY LIMITS	A	AAC	3	1,218	34	47,014	85	0	83	17	11/18/25	Overlay - AC Structural	10/31/16
61	169	ORANGE AVE	25TH ST	BURNETT ST	B	AAC	2	630	46	30,965	85	0	100	0	12/3/25	Overlay - AC Structural	1/1/18
4	56	CALIFORNIA AVE	CITY LIMITS	33RD ST	B	AC	2	536	36	21,446	86	0	78	22	12/3/25	New Construction - AC	1/1/80
27	120	HILL ST	TEMPLE AVE	OBISPO AVE	B	AC	1	1,234	11	22,578	87	0	100	0	11/25/25	New Construction - AC	1/1/80
75	238	WALNUT AVE	28TH ST	WILLOW ST	B	AC	2	1,250	38	60,009	87	6	46	48	12/3/25	Pothole Repair - AC	11/13/23
19	36	28TH ST	WALNUT AVE	CHERRY AVE	B	AAC	4	1,250	60	71,880	88	64	16	20	12/4/25	Overlay - AC Structural	10/31/16
73	225	TEMPLE AVE	28TH ST	WILLOW ST	B	AAC	2	1,290	35	46,766	88	0	93	7	11/18/25	Pothole Repair - AC	11/13/25
31	196	SPRING ST	CALIFORNIA AVE	E/TO CITY LIMIT	A	AAC	2	627	33	25,135	88	0	96	4	11/25/25	Overlay - AC Structural	11/13/21
73	223	TEMPLE AVE	WILLOW ST	OBISPO AVE	B	AAC	2	826	71	30,028	88	0	100	0	11/18/25	Pothole Repair - AC	11/13/24
73	228	TEMPLE AVE	29TH ST	405 BRIDGE	B	AAC	2	220	27	7,011	88	0	100	0	11/18/25	Overlay - AC Structural	6/16/21
73	224	TEMPLE AVE	OBISPO AVE	WILLOW ST	B	AAC	2	826	71	32,310	89	22	78	0	11/18/25	Overlay - AC Structural	10/31/21
35	248	WILLOW ST	CALIFORNIA AVE	ORANGE AVE	A	AAC	3	1,233	35	50,202	89	0	83	17	11/18/25	Overlay - AC Structural	10/31/16
73	222	TEMPLE AVE	19TH ST	PCH	B	AC	2	592	37	23,588	89	34	66	0	12/11/25	Pothole Repair - AC	11/13/25
31	204	SPRING ST	CITY LIMITS	CALIFORNIA AVE	A	AAC	2	1,185	33	46,354	89	0	41	59	11/25/25	Overlay - AC Structural	11/13/22
73	226	TEMPLE AVE	WILLOW ST	28TH ST	B	AAC	2	1,285	36	52,655	91	48	52	0	11/18/25	Overlay - AC Structural	10/31/21
75	237	WALNUT AVE	29TH ST	28TH ST	B	AC	2	600	46	30,555	91	0	91	9	12/3/25	New Construction - AC	1/1/80
31	205	SPRING ST	CALIFORNIA AVE	PCC	A	AAC	2	1,007	32	43,179	91	0	76	24	11/25/25	Overlay - AC Structural	11/13/21
35	249	WILLOW ST	ORANGE AVE	CALIFORNIA AVE	A	AAC	3	1,231	34	55,848	91	0	100	0	11/18/25	Overlay - AC Structural	10/31/16
27	123	HILL ST	WALNUT AVE	CHERRY AVE	B	AC	2	1,244	33	43,687	91	27	19	54	12/3/25	New Construction - AC	1/1/80
6	70	CHERRY AVE	19TH ST	20TH ST	A	AAC	2	606	36	19,973	92	52	48	0	11/25/25	Overlay - AC Structural	10/31/15
31	206	SPRING ST	AC	CITY LIMITS	A	PCC	4	130	45	5,259	92	0	100	0	12/11/25	New Construction - PCC	1/1/80
73	229	TEMPLE AVE	29TH ST	28TH ST	B	AAC	2	430	40	15,349	92	0	58	42	11/18/25	Overlay - AC Structural	6/23/21
75	240	WALNUT AVE	BURNETT AVE	23RD ST	B	AC	2	616	37	30,231	92	0	100	0	12/3/25	New Construction - AC	1/1/80
35	252	WILLOW ST	WALNUT AVE	CHERRY AVE	A	AAC	3	1,335	34	63,524	93	13	87	0	11/18/25	Pothole Repair - AC	11/13/23
73	230	TEMPLE AVE	28TH ST	29TH ST	B	AAC	2	425	40	19,522	94	0	100	0	11/18/25	Overlay - AC Structural	6/16/21
35	251	WILLOW ST	WALNUT AVE	ORANGE AVE	A	AAC	3	1,319	35	52,361	94	0	62	38	11/18/25	Overlay - AC Structural	10/31/16
73	227	TEMPLE AVE	405 BRIDGE	29TH ST	B	AAC	2	240	33	8,916	95	0	100	0	11/18/25	Overlay - AC Structural	6/16/21
31	201	SPRING ST	WALNUT AVE	ORANGE AVE	A	AAC	2	1,222	34	53,043	96	0	100	0	11/25/25	Overlay - AC Structural	11/30/22
75	241	WALNUT AVE	23RD ST	HILL ST	B	AC	2	600	48	31,439	97	0	63	37	12/3/25	New Construction - AC	1/1/80
6	69	CHERRY AVE	20TH ST	19TH ST	A	AC	2	626	34	29,198	97	0	80	20	11/25/25	Complete Reconstruction - AC	10/31/15
35	250	WILLOW ST	ORANGE AVE	WALNUT AVE	A	AAC	3	1,314	35	52,528	98	0	100	0	11/18/25	Overlay - AC Structural	10/31/16
6	65	CHERRY AVE	BURNETT ST	HILL ST	A	AAC	2	1,244	33	43,483	100	0	0	0	11/25/25	Overlay - AC Structural	5/30/24
6	66	CHERRY AVE	HILL ST	BURNETT ST	A	AC	2	1,275	30	44,506	100	0	0	0	11/25/25	New Construction - AC	1/1/80
31	200	SPRING ST	ORANGE AVE	WALNUT AVE	A	AAC	2	1,222	33	49,919	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
31	199	SPRING ST	JUNIPERO AVE	CHERRY AVE	A	AAC	2	1,283	47	63,232	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
31	202	SPRING ST	WALNUT AVE	CHERRY AVE	A	AAC	2	1,324	40	51,581	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
31	198	SPRING ST	CHERRY AVE	JUNIPERO AVE	A	AAC	2	1,277	40	55,123	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
31	203	SPRING ST	CHERRY AVE	WALNUT AVE	A	AAC	2	1,326	40	52,635	100	0	0	0	11/25/25	Overlay - AC Structural	11/30/22
4	59	CALIFORNIA AVE	SPRING ST	28TH ST	B	AC	2	1,304	34	47,327	100	0	0	0	12/3/25	Pothole Repair - AC	10/15/25
								18.9		4,150,553							
		Locals															
64	185	RAYMOND AVE	28TH ST	27TH ST	E	AC	2	605	40	25,540	15	67	33	0	12/16/25	Pothole Repair - AC	11/13/22
20	38	29TH ST	ORANGE AVE	WALNUT AVE	E	AC	2	1,238	40	49,914	23	65	26	9	12/4/25	New Construction - AC	1/1/80

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, PCI Order (0-100)

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18	28	27TH ST	GUNDRY AVE	ALLEY	E	AC	2	302	15	3,599	24	59	27	14	12/17/25	New Construction - AC	1/1/80
54	258	KELLEY DR	HILL ST	SOUTH TERM	E	AC	2	393	28	11,229	30	52	48	0	12/17/25	New Construction - AC	1/1/80
19	31	28TH ST	CITY LIMITS	EAST END	E	AC	2	480	35	15,121	30	60	24	16	12/15/25	Pothole Repair - AC	11/13/23
40	103	GAVIOTA AVE	28TH ST	END	E	AC	2	586	36	21,879	32	77	23	0	12/16/25	New Construction - AC	1/1/80
67	212	SAINT LOUIS AVE	28TH ST	27TH ST	E	AC	2	610	36	23,217	32	74	25	1	12/16/25	New Construction - AC	1/1/80
42	114	GUNDRY AVE	HILL ST	21ST ST	E	AC	2	630	40	25,412	33	66	28	6	12/17/25	New Construction - AC	1/1/80
42	111	GUNDRY AVE	29TH ST	28TH ST	E	AC	2	606	37	23,245	33	68	30	2	12/17/25	New Construction - AC	1/1/80
24	79	COLUMBIA ST	CITY LIMITS	END	E	AC	2	281	43	13,959	34	66	34	0	12/15/25	New Construction - AC	1/1/80
64	186	RAYMOND AVE	27TH ST	WILLOW ST	E	AC	2	580	40	24,488	34	56	29	15	12/16/25	New Construction - AC	1/1/80
42	113	GUNDRY AVE	BURNETT ST	NORTH TERM	E	AC	2	593	37	22,839	36	56	35	9	12/17/25	New Construction - AC	1/1/80
3	51	BRAYTON AVE	BURNETT ST	NORTH TERM	E	AC	0	619	36	22,729	37	48	46	6	12/17/25	New Construction - AC	1/1/80
66	189	ROSE AVE	28TH ST	SOUTH TERM	E	AC	2	609	36	21,108	37	55	36	9	12/16/25	New Construction - AC	1/1/80
25	86	CRESTON ST	WALNUT AVE	EAST TERMINUS	E	AC	2	1,005	28	39,425	42	43	53	4	12/15/25	New Construction - AC	1/1/80
18	23	27TH ST	CITY LIMITS	CALIFORNIA AVE	E	AC	2	1,252	36	44,821	42	52	37	11	12/15/25	New Construction - AC	1/1/80
21	41	32ND ST	ORANGE AVE	WEST END	E	AC	2	509	51	26,697	42	29	49	22	12/12/25	Pothole Repair - AC	4/13/24
32	232	VERNON ST	WEST TERMINUS	CALIFORNIA AVE	E	AC	0	299	30	9,305	43	28	64	8	12/17/25	New Construction - AC	1/1/80
66	191	ROSE AVE	HILL ST	NORTH TERM	E	AC	2	639	32	20,015	44	45	50	5	12/15/25	New Construction - AC	1/1/80
42	112	GUNDRY AVE	28TH ST	WILLOW ST	E	AC	2	1,264	35	48,047	44	35	45	20	12/17/25	New Construction - AC	1/1/80
2	179	ALLIANCE ST	CERRITOS AVE	ORANGE AVE	E	AC	1	318	16	6,629	45	39	42	19	12/12/25	New Construction - AC	1/1/80
2	49	ALLIANCE ST	ALLEY	CERRITOS AVE	E	AC	1	178	10	2,294	46	20	66	14	12/12/25	New Construction - AC	1/1/80
7	80	COMBELLACK DR	JUNIPERO AVE	TEMPLE AVE	E	AC	2	1,287	37	45,557	46	54	45	1	12/18/25	New Construction - AC	1/1/80
11	92	DAWSON AVE	27TH ST	WILLOW ST	E	AC	2	588	37	22,934	46	50	37	13	12/16/25	New Construction - AC	1/1/80
67	211	SAINT LOUIS AVE	27TH ST	WILLOW ST	E	AC	2	579	39	22,853	46	61	38	1	12/16/25	New Construction - AC	1/1/80
49	140	LEWIS AVE	CITY LIMITS	33RD ST	E	AC	2	535	33	18,951	46	64	20	16	12/12/25	Pothole Repair - AC	11/13/24
13	2	19TH ST	JUNIPERO AVE	MOLINO AVE	E	AC	2	624	33	21,007	49	38	57	5	12/18/25	Pothole Repair - AC	11/13/23
20	37	29TH ST	CITY LIMITS	END OF PVMNT	E	AC	2	425	32	13,709	49	66	26	8	12/15/25	New Construction - AC	1/1/80
27	119	HILL ST	OHIO AVE	TEMPLE AVE	E	AC	2	294	33	10,454	49	55	32	13	12/16/25	New Construction - AC	1/1/80
14	7	20TH ST	JUNIPERO AVE	STANLEY PL	E	AC	2	295	33	10,347	49	34	66	0	12/17/25	New Construction - AC	1/1/80
33	235	WALL ST	MOLINO AVE	TEMPLE AVE	E	AC	2	619	33	20,668	50	33	58	9	12/19/25	Pothole Repair - AC	11/13/24
22	47	33RD ST	ORANGE AVE	WALNUT AVE	E	AAC	2	1,258	34	42,298	52	40	44	16	12/4/25	Overlay - AC Structural	10/31/24
40	102	GAVIOTA AVE	HILL ST	ALAMITOS AVE	E	AC	2	925	39	36,542	52	49	38	13	12/17/25	New Construction - AC	1/1/80
14	11	20TH ST	ALAMITOS AVE	CHERRY AVE	E	AC	2	1,094	34	36,288	52	15	74	11	12/17/25	Pothole Repair - AC	11/13/22
29	178	PANORAMA DR	MOLINO ST	TEMPLE AVE	E	AC	1	892	11	17,627	53	66	34	0	12/16/25	New Construction - AC	1/1/80
68	192	SIGNAL PKWY	28TH ST	WILLOW ST	E	AC	0	1,230	60	76,567	53	51	43	6	12/18/25	New Construction - AC	1/1/80
11	91	DAWSON AVE	28TH ST	27TH ST	E	AC	2	621	37	23,530	54	45	33	22	12/16/25	New Construction - AC	1/1/80
16	17	23RD ST	LEMON AVE	ORANGE AVE	E	AC	2	611	28	17,823	54	16	76	8	12/12/25	New Construction - AC	1/1/80
14	6	20TH ST	CHERRY AVE	JUNIPERO AVE	E	AC	2	1,264	38	47,410	55	42	52	6	12/17/25	Pothole Repair - AC	5/13/24
8	81	CORONADO AVE	19TH ST	PCH	E	AC	2	629	40	24,859	55	61	38	1	12/19/25	New Construction - AC	1/1/80
14	8	20TH ST	MOLINO AVE	TEMPLE AVE	E	AC	2	627	34	21,913	56	67	28	5	1/14/22	New Construction - AC	1/1/80
40	104	GAVIOTA AVE	CRESCENT HEIGHTS ST	BURNETT ST	E	AC	2	619	25	16,696	57	47	21	32	12/12/25	New Construction - AC	1/1/80
45	125	INDUSTRY DR	REDONDO AVE	WEST TERMINUS	E	AC	2	931	41	39,870	58	61	34	5	12/18/25	Pothole Repair - AC	11/13/24
18	26	27TH ST	DAWSON AVE	RAYMOND AVE	E	AC	2	282	38	10,609	59	57	32	11	12/16/25	New Construction - AC	1/1/80
47	132	JUNIPERO AVE	28TH ST	27TH ST	E	AC	2	601	40	26,774	60	41	47	12	12/16/25	New Construction - AC	1/1/80
10	85	CRESCENT HEIGHTS ST	WALNUT AVE	CHERRY AVE	E	AC	0	1,246	40	47,028	61	47	31	22	12/12/25	New Construction - AC	1/1/80
51	148	MOLINO AVE	19TH ST	PCH	E	AC	2	591	33	19,915	61	37	43	20	1/14/22	New Construction - AC	1/1/80
55	134	LEGION DR	HILL ST	NORTH TERM	E	AC	2	632	16	16,608	63	55	41	4	12/15/25	New Construction - AC	1/1/80
51	149	MOLINO AVE	20TH ST	NORTH TERM	E	AC	2	87	16	1,275	64	72	28	0	1/14/22	New Construction - AC	1/1/80
71	214	STANLEY AVE	END	20TH ST	E	AC	2	557	32	17,580	64	39	60	1	12/17/25	New Construction - AC	1/1/80
67	207	SAINT LOUIS AVE	HILL ST	NORTH TERM	E	AC	2	383	26	12,824	65	24	76	0	12/16/25	New Construction - AC	1/1/80
13	4	19TH ST	TEMPLE AVE	ORIZABA AVE	E	AC	2	631	34	21,176	65	28	30	42	12/19/25	New Construction - AC	1/1/80
47	129	JUNIPERO AVE	WILLOW ST	SOUTH TERM	E	AC	2	585	35	20,096	65	61	39	0	12/18/25	New Construction - AC	1/1/80
28	156	NEVADA ST	CERRITOS AVE	ORANGE AVE	E	AC	2	279	27	7,439	66	20	80	0	12/17/25	New Construction - AC	1/1/80
64	182	RAYMOND AVE	21ST ST	20TH ST	E	AC	2	609	33	20,270	66	0	51	49	12/15/25	Surface Treatment - Slurry Seal	6/9/21
34	245	WALTON ST	LIME AVE	MYRTLE AVE	E	AC	2	607	33	21,627	67	35	56	9	12/15/25	New Construction - AC	1/1/80

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, PCI Order (0-100)

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38	97	FREEMAN AVE	20TH ST	PCH	E	AC	2	1,262	41	52,431	67	47	41	12	12/19/25	Pothole Repair - AC	11/13/25
42	108	GUNDRY AVE	WILLOW ST	PAVEMENT CHARGE	E	AC	2	163	38	5,939	67	36	50	14	12/17/25	New Construction - AC	1/1/80
67	208	SAINT LOUIS AVE	21ST ST	20TH ST	E	AC	2	610	34	20,068	67	0	87	13	12/15/25	New Construction - AC	1/1/80
17	21	25TH ST	WEST TERMINUS	CALIFORNIA AVE	E	AC	2	299	32	9,271	68	15	85	0	12/17/25	New Construction - AC	1/1/80
67	209	SAINT LOUIS AVE	20TH ST	19TH ST	E	AC	2	611	34	21,240	69	0	75	25	12/16/25	New Construction - AC	1/1/80
11	87	DAWSON AVE	NORTH TERMINUS	SKYLINE DR	E	AC	2	500	35	20,256	69	12	88	0	12/16/25	New Construction - AC	1/1/80
13	3	19TH ST	MOLINO AVE	TEMPLE AVE	E	AC	2	628	33	20,489	69	26	69	5	12/18/25	New Construction - AC	1/1/80
13	5	19TH ST	OBISPO AVE	REDONDO AVE	E	AC	0	769	40	30,120	69	45	24	31	12/19/25	New Construction - AC	1/1/80
18	25	27TH ST	ST LOUIS AVE	DAWSON AVE	E	AC	2	284	38	10,430	70	43	25	32	12/16/25	New Construction - AC	1/1/80
11	88	DAWSON AVE	21ST ST	20TH ST	E	AC	2	608	36	21,529	70	0	91	9	12/15/25	Surface Treatment - Slurry Seal	6/16/21
30	181	PATTERSON ST	CITY LIMITS	EAST TERMINUS	E	AC	0	263	34	9,335	70	49	48	3	12/15/25	New Construction - AC	1/1/80
71	215	STANLEY AVE	20TH ST	19TH ST	E	AC	2	623	34	21,642	70	0	88	12	1/14/22	New Construction - AC	1/1/80
71	216	STANLEY AVE	19TH ST	PCH	E	AC	2	601	34	19,929	70	26	74	0	1/14/22	New Construction - AC	1/1/80
18	27	27TH ST	RAYMOND AVE	JUNIPERO AVE	E	AC	2	273	40	12,202	70	56	31	13	12/16/25	New Construction - AC	1/1/80
64	183	RAYMOND AVE	20TH ST	19TH ST	E	AC	2	613	33	20,354	71	8	89	3	12/15/25	Surface Treatment - Slurry Seal	6/16/21
22	45	33RD ST	LEMON AVE	CERRITOS AVE	E	AAC	2	281	35	10,091	71	38	32	30	12/4/25	Overlay - AC Structural	10/31/24
39	100	GARDENA AVE	SPRING ST	29TH ST	E	AC	2	582	41	25,013	71	43	48	9	12/17/25	New Construction - AC	1/1/80
66	190	ROSE AVE	CRESCENT HEIGHTS ST	BURNETT ST	E	AC	2	612	29	18,911	71	24	44	32	12/12/25	New Construction - AC	1/1/80
27	117	HILL ST	SKYLINE DR	STANLEY AVE	E	AC	2	536	30	19,070	71	19	81	0	12/16/25	New Construction - AC	1/1/80
36	94	ELLIS AVE	GLADYS AVE	END	E	AC	2	295	39	14,711	72	71	17	12	12/19/25	New Construction - AC	1/1/80
51	147	MOLINO AVE	20TH ST	19TH ST	E	AC	2	635	32	21,873	72	48	48	4	1/14/22	New Construction - AC	1/1/80
11	90	DAWSON AVE	19TH ST	VILLAGE WAY	E	AC	2	481	38	19,663	72	14	86	0	12/15/25	Surface Treatment - Slurry Seal	6/16/21
21	40	32ND ST	CALIFORNIA AVE	ORANGE AVE	E	AC	2	1,261	35	42,094	73	27	69	4	12/12/25	New Construction - AC	1/1/80
38	98	FREEMAN AVE	550' N/20TH ST	NORTH TERM	E	AC	2	212	16	4,269	73	39	29	32	12/19/25	New Construction - AC	1/1/80
48	135	LEMON AVE	CITY LIMITS	33RD ST	E	AC	2	534	36	19,017	73	60	40	0	12/12/25	Surface Treatment - Slurry Seal	3/4/22
14	10	20TH ST	ORIZABA AVE	OBISPO AVE	E	AC	2	588	40	24,995	73	16	64	20	12/18/25	Pothole Repair - AC	11/13/25
48	138	LEMON AVE	NEVADA ST	BURNETT ST	E	AC	2	181	33	6,879	73	0	100	0	12/12/25	New Construction - AC	1/1/80
16	16	23RD ST	ORANGE AVE	WALNUT AVE	E	AAC	2	1,263	29	39,189	73	56	44	0	12/15/25	Overlay - AC Structural	10/31/16
37	95	FALCON AVE	CITY LIMITS	33RD ST	E	AC	2	555	34	18,944	74	54	29	17	12/12/25	Surface Treatment - Slurry Seal	10/16/22
22	46	33RD ST	CERRITOS AVE	ORANGE AVE	E	AAC	2	278	35	10,140	74	43	40	17	12/4/25	Overlay - AC Structural	10/31/24
48	139	LEMON AVE	BURNETT ST	END	E	AC	2	781	33	25,836	75	0	95	5	12/12/25	Surface Treatment - Slurry Seal	10/31/22
17	18	25TH ST	LEWIS AVE	LEMON AVE	E	AC	2	281	42	12,045	75	0	100	0	12/17/25	New Construction - AC	1/1/80
42	110	GUNDRY AVE	WARDLOW RD	33RD ST	E	AC	2	613	30	16,635	76	55	45	0	12/12/25	Surface Treatment - Slurry Seal	10/16/22
18	22	27TH ST	WEST TERMINUS	CHERRY AVE	E	AC	2	308	40	12,829	76	0	49	51	12/16/25	New Construction - AC	1/1/80
17	20	25TH ST	CERRITOS AVE	ORANGE AVE	E	AC	2	261	42	11,609	76	18	82	0	12/17/25	New Construction - AC	1/1/80
47	131	JUNIPERO AVE	27TH ST	WILLOW ST	E	AC	2	580	38	24,186	76	32	61	7	12/16/25	New Construction - AC	1/1/80
22	43	33RD ST	CALIFORNIA AVE	LEWIS AVE	E	AAC	2	279	35	9,890	76	29	37	34	12/4/25	Overlay - AC Structural	10/31/24
50	144	LIME AVE	CITY LIMITS	33RD ST	E	AC	2	540	36	18,216	77	43	53	4	12/12/25	Surface Treatment - Slurry Seal	3/4/22
15	15	21ST ST	WALNUT AVE	GUNDRY AVE	E	AC	2	437	40	16,713	77	27	69	4	1/11/22	New Construction - AC	1/1/80
5	63	CERRITOS AVE	23RD ST	ALLIANCE AVE	E	AC	2	354	26	9,818	77	0	100	0	12/12/25	Surface Treatment - Slurry Seal	10/31/22
51	150	MOLINO AVE	SKYLINE DR	HILL ST	E	AC	2	495	36	17,923	77	0	100	0	12/16/25	Surface Treatment - Slurry Seal	10/16/22
71	213	STANLEY AVE	HILL ST	21ST ST	E	AC	2	939	36	35,042	78	9	61	30	12/16/25	Surface Treatment - Slurry Seal	10/16/22
17	19	25TH ST	LEMON AVE	CERRITOS AVE	E	AC	2	276	42	12,295	78	0	100	0	12/17/25	New Construction - AC	1/1/80
26	107	GRANT ST	OBISPO AVE	REDONDO AVE	E	AC	2	794	38	27,385	78	7	55	38	12/19/25	New Construction - AC	1/1/80
13	1	19TH ST	CHERRY AVE	JUNIPERO AVE	E	AC	2	1,273	33	42,506	78	28	59	13	12/18/25	Surface Treatment - Slurry Seal	10/31/22
57	231	TERRACE DR	21ST ST	SOUTH TERM	E	AC	2	233	27	6,655	78	0	100	0	12/19/25	New Construction - AC	1/1/80
11	89	DAWSON AVE	20TH ST	19TH ST	E	AC	2	615	40	23,902	78	13	85	2	12/15/25	Surface Treatment - Slurry Seal	6/9/21
27	115	HILL ST	CHERRY AVE	GATE	E	AC	2	314	35	12,668	79	31	69	0	12/16/25	New Construction - AC	1/1/80
19	32	28TH ST	WEST END	CALIFORNIA AVE	E	AC	2	620	33	20,525	79	0	100	0	12/15/25	New Construction - AC	1/1/80
5	60	CERRITOS AVE	CITY LIMITS	33RD ST	E	AC	2	544	35	18,736	79	57	43	0	12/12/25	Surface Treatment - Slurry Seal	3/4/22
71	217	STANLEY AVE	SKYLINE DR	HILL ST	E	AC	2	642	37	22,319	79	12	88	0	12/16/25	Surface Treatment - Slurry Seal	10/16/22
5	62	CERRITOS AVE	WILLOW ST	BURNETT ST	E	AC	2	1,233	38	44,598	79	21	79	0	12/12/25	New Construction - AC	1/1/80
64	184	RAYMOND AVE	19TH ST	VILLAGE WAY	E	AC	2	472	32	15,960	80	0	100	0	12/15/25	Surface Treatment - Slurry Seal	6/16/21
13	261	19TH ST	REDONDO AVE	RESERVOIR DR	E	AC	2	84	38	2,290	80	43	35	22	12/19/25	New Construction - AC	1/1/80

City of Signal Hill, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, PCI Order (0-100)

Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Insp. Date	Work History Type	Work Date
62	174	ORIZABA AVE	20TH ST	19TH ST	E	AC	2	606	37	23,946	81	0	100	0	12/18/25	Surface Treatment - Slurry Seal	10/31/22
22	44	33RD ST	LEWIS AVE	LEMON AVE	E	AAC	2	287	34	9,617	82	16	54	30	12/4/25	Overlay - AC Structural	10/31/24
5	64	CERRITOS AVE	BURNETT ST	23RD ST	E	AC	0	628	39	24,502	82	0	100	0	12/12/25	Surface Treatment - Slurry Seal	10/31/22
48	137	LEMON AVE	WILLOW ST	NEVADA ST	E	AC	2	993	38	22,113	82	0	60	40	12/12/25	New Construction - AC	1/1/80
49	143	LEWIS AVE	BURNETT ST	SOUTH TERMINUS	E	AC	2	510	35	18,732	82	0	96	4	12/12/25	Surface Treatment - Slurry Seal	10/31/22
38	96	FREEMAN AVE	20TH ST	550' N/20TH ST	E	AC	2	463	31	16,470	83	12	57	31	12/19/25	New Construction - AC	1/1/80
53	152	MYRTLE AVE	CITY LIMITS	33RD ST	E	AC	2	540	32	17,764	83	0	100	0	12/12/25	Surface Treatment - Slurry Seal	3/4/22
48	136	LEMON AVE	33RD ST	32ND ST	E	AC	2	606	34	21,042	83	26	74	0	12/12/25	Surface Treatment - Slurry Seal	3/4/22
22	42	33RD ST	CITY LIMITS	CALIFORNIA AVE	E	AC	4	1,109	54	59,204	83	30	56	14	12/4/25	Surface Treatment - Slurry Seal	3/4/22
42	109	GUNDRY AVE	PAVEMENT CHANGE	SOUTH TERM	E	AC	2	327	31	14,135	83	0	100	0	12/17/25	New Construction - AC	1/1/80
53	153	MYRTLE AVE	WILLOW ST	27TH ST	E	AC	2	613	38	22,392	84	21	79	0	12/15/25	New Construction - AC	1/1/80
41	106	GLADYS AVE	19TH ST	ELLIS AVE	E	AC	2	342	37	12,517	84	0	97	3	12/19/25	New Construction - AC	1/1/80
20	39	29TH ST	WALNUT AVE	CHERRY AVE	E	AAC	2	1,234	39	47,351	85	24	76	0	12/4/25	Overlay - AC Structural	10/31/16
49	141	LEWIS AVE	33RD ST	32ND ST	E	AC	2	607	35	22,353	85	31	69	0	12/12/25	New Construction - AC	1/1/80
51	146	MOLINO AVE	PANORAMA DR	SKYLINE DR	E	AC	2	325	36	13,947	85	0	100	0	12/16/25	New Construction - AC	1/1/80
59	161	OHIO AVE	HILL ST	21ST ST	E	AC	2	597	37	22,770	85	16	81	3	12/16/25	Surface Treatment - Slurry Seal	10/16/22
27	118	HILL ST	STANLEY AVE	OHIO AVE	E	AC	2	477	37	18,485	85	0	100	0	12/16/25	Pothole Repair - AC	11/13/22
39	99	GARDENA AVE	CRESCENT HEIGHTS ST	BURNETT ST	E	AC	2	618	31	22,183	85	0	86	14	12/12/25	New Construction - AC	1/1/80
59	162	OHIO AVE	20TH ST	NORTH TERM	E	AC	2	139	19	2,790	85	52	48	0	1/14/22	New Construction - AC	1/1/80
50	145	LIME AVE	WILLOW ST	27TH ST	E	AC	2	599	33	21,512	85	0	72	28	12/15/25	New Construction - AC	1/1/80
62	176	ORIZABA AVE	20TH ST	NORTH TERM	E	AC	2	1,070	29	33,206	86	0	96	4	12/18/25	Surface Treatment - Slurry Seal	10/31/22
28	154	NEVADA ST	LEWIS AVE	LEMON AVE	E	AC	2	288	26	8,094	86	0	10	90	12/17/25	New Construction - AC	1/1/80
3	50	BRAYTON AVE	WARDLOW RD	33RD ST	E	AC	2	614	29	15,182	86	57	41	2	12/12/25	Surface Treatment - Slurry Seal	10/16/23
14	9	20TH ST	CRESCENT DR	ORIZABA AVE	E	AC	2	556	36	20,121	87	0	100	0	12/18/25	New Construction - AC	1/1/80
30	180	PATTERSON ST	CALIFORNIA AVE	WEST TERMINUS	E	AC	2	616	38	21,806	87	0	100	0	12/15/25	New Construction - AC	1/1/80
67	210	SAINT LOUIS AVE	19TH ST	SOUTH TERM	E	AC	2	388	29	13,037	87	16	84	0	12/15/25	Surface Treatment - Slurry Seal	6/16/21
39	101	GARDENA AVE	29TH ST	28TH ST	E	AAC	0	598	41	25,258	88	42	58	0	12/17/25	Overlay - AC Structural	10/31/16
59	160	OHIO AVE	PANORAMA DR	SKYLINE DR	E	AC	2	248	35	8,937	88	0	67	33	12/16/25	New Construction - AC	1/1/80
74	233	VILLAGE WAY	DAWSON AVE	RAYMOND AVE	E	AC	2	306	32	9,608	88	0	100	0	12/15/25	New Construction - AC	1/1/80
5	61	CERRITOS AVE	33RD ST	32ND ST	E	AC	2	606	35	23,204	89	38	59	3	12/12/25	Surface Treatment - Slurry Seal	3/4/22
49	142	LEWIS AVE	WILLOW ST	BURNETT ST	E	AC	2	1,229	38	45,167	89	34	60	6	12/12/25	New Construction - AC	1/1/80
18	24	27TH ST	CHERRY AVE	ST LOUIS AVE	E	AC	2	265	38	10,026	89	0	61	39	12/16/25	New Construction - AC	1/1/80
62	175	ORIZABA AVE	PCH	NORTH TERM	E	AC	2	377	31	15,384	89	0	100	0	12/19/25	New Construction - AC	1/1/80
63	259	PAPADAKIS WAY	20TH ST	NORTH TERM	E	PCC	1	199	12	3,370	89	0	59	41	12/18/25	New Construction - PCC	1/1/80
46	126	JESSIE NELSON CIR	HILL ST	WEST TERMINUS	E	AC	2	406	30	13,795	89	0	100	0	12/16/25	Surface Treatment - Slurry Seal	5/30/24
72	218	SUNSET VIEW	CRESCENT DR	ORIZABA AVE	E	AC	2	469	32	15,108	89	40	60	0	12/18/25	New Construction - AC	1/1/80
74	234	VILLAGE WAY	RAYMOND AVE	EAST TERMINUS	E	AC	2	139	32	5,730	90	0	100	0	12/15/25	New Construction - AC	1/1/80
60	164	OLIVE AVE	CITY LIMITS	33RD ST	E	AC	0	542	33	17,731	90	20	59	21	12/12/25	Surface Treatment - Slurry Seal	3/4/22
9	84	CRESCENT DR	20TH ST	MOONSTONE DR	E	AC	2	485	32	18,327	91	0	100	0	12/18/25	New Construction - AC	1/1/80
9	83	CRESCENT DR	NORTH TERM	SUNSET VIEW	E	AC	2	370	32	15,950	91	0	100	0	12/18/25	New Construction - AC	1/1/80
44	124	HUMMINGBIRD LN	DISCOVERY WAY	EAST TERMINUS	E	AC	2	141	33	6,742	92	32	68	0	12/18/25	New Construction - AC	1/1/80
12	93	DISCOVERY WAY	20TH ST	MOONSTONE DR	E	AC	2	406	32	13,970	92	0	100	0	12/18/25	New Construction - AC	1/1/80
40	105	GAVIOTA AVE	NORTH TERM	HILL ST	E	AAC	2	609	29	21,084	93	69	31	0	12/15/25	Overlay - AC Structural	10/31/16
52	151	MOONSTONE DR	CRESCENT DR	DISCOVERY WAY	E	AC	2	208	32	7,596	93	0	100	0	12/18/25	New Construction - AC	1/1/80
69	193	SIGNAL POINTE	CRESCENT DR	EAST TERMINUS	E	AC	0	142	36	7,184	94	0	100	0	12/18/25	New Construction - AC	1/1/80
9	82	CRESCENT DR	SUNSET VIEW	20TH ST	E	AC	2	484	33	18,053	95	0	100	0	12/18/25	New Construction - AC	1/1/80
59	163	OHIO AVE	SKYLINE DR	HILL ST	E	AC	2	590	38	23,011	99	0	100	0	12/16/25	Complete Reconstruction - AC	6/30/23
56	177	PALM DR	WILLOW ST	OBISPO AVE	E	AC	2	1,467	33	49,608	100	0	0	100	12/18/25	Complete Reconstruction - AC	10/31/23
18	29	27TH ST	ALLEY	WALNUT AVE	E	AC	0	294	18	5,602	100	0	0	0	12/17/25	New Construction - AC	1/1/80
28	155	NEVADA ST	LEMON AVE	CERRITOS AVE	E	AC	2	285	27	7,679	100	0	0	0	12/17/25	New Construction - AC	1/1/80
								17.4		3,316,706							

SECTION IV
FORECAST MAINTENANCE & REHABILITATION (FMR) REPORT

A. Increase PCI Budget, Five Year Plan (2026-2030)



A. FORECAST MAINTENANCE & REHABILITATION REPORT

Section by section recommended street listing sorted by street classification, plan year then alphabetically; this report presents the year and action corresponding to the next scheduled work activity for specific segments within the pavement network. Sections not shown are considered as deferred maintenance. This report can be used by the City to determine what pavement sections are selected for each fiscal year.

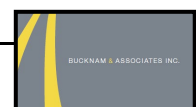
INCREASE PCI TO 80 BUDGET – A “Increase PCI to 80” budget was generated for the City to demonstrate what level of annual Public Works maintenance and rehabilitation CIP funding is necessary to increase the citywide weighted PCI to 80 by FY 2030.

We have sorted the following report by street classifications for easy review (Arterial – Local, A to Z order).

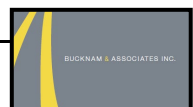
In general sections are chosen first and foremost on available budget; secondly, the square footage of each section plays a large factor. The software initially chooses the draft sections that will increase PCI, sustain PCI or slow PCI deterioration within the budgeted timeframe. Additionally, the types of distress, distress extents and severities (high, medium, low) also determine how sections are/can be selected.

****All multi-year budget projections include an annual 4% unit cost inflation rate for the term of the budget forecast, as well as a 25% contingency on material costs which typically cover additional project costs for contract administration, design, construction management.***

The City of Signal Hill makes all final decisions on what pavement sections are scheduled for improvement and within which fiscal year.



**FORECAST MAINTENANCE & REHABILITATION (FMR) REPORT
INCREASE PCI TO 80 BUDGET**



City of Signal Hill, CA
Forecast Maintenance / Rehabilitation (FMR) Report - FY 2026-2030

Sorted by Rank, FY, Name Order (A-Z)

FY	Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Maintenance Recommendations	Total \$	Work History Type	Work Date
Arterials / Collectors																			
2026-27	19	30	28TH ST	CHERRY AVE	JUNIPERO AVE	B	AC	2	1,282	37	49,610	81	57	43	0	Micro-Surfacing	\$54,571	New Construction - AC	1/1/80
2026-27	19	33	28TH ST	JUNIPERO AVE	TEMPLE AVE	B	AC	2	1,235	61	73,161	35	48	40	12	AC Grind-Overlay	\$417,018	New Construction - AC	1/1/80
2026-27	19	35	28TH ST	GUNDRY AVE	WALNUT AVE	B	AC	2	610	40	31,740	40	57	36	7	Grind-ARHM Overlay	\$188,853	New Construction - AC	1/1/80
2026-27	19	34	28TH ST	GUNDRY AVE	WALNUT AVE	B	AC	2	610	39	27,622	30	65	29	6	Grind-ARHM Overlay	\$164,351	Pothole Repair - AC	6/13/23
2026-27	75	244	WALNUT AVE	33RD ST	32ND ST	B	AC	2	616	55	36,313	33	48	37	15	AC Grind-Overlay	\$206,984	Pothole Repair - AC	11/13/23
2026-27	75	242	WALNUT AVE	HILL ST	CITY LIMITS	B	AC	2	1,073	37	37,646	46	38	57	5	AC Grind-Overlay	\$214,582	Pothole Repair - AC	8/13/23
2026-27	61	169	ORANGE AVE	25TH ST	BURNETT ST	B	AAC	2	630	46	30,965	85	0	100	0	Micro-Surfacing	\$34,062	Overlay - AC Structural	1/1/18
2026-27	61	170	ORANGE AVE	BURNETT ST	23RD ST	B	AAC	2	637	46	30,557	83	0	100	0	Micro-Surfacing	\$33,613	Overlay - AC Structural	1/1/19
2026-27	61	171	ORANGE AVE	23RD ST	HILL ST	B	AAC	2	616	47	30,169	84	4	96	0	Micro-Surfacing	\$33,186	Overlay - AC Structural	1/1/19
2026-27	61	172	ORANGE AVE	29TH ST	WILLOW ST	B	AAC	2	1,962	47	98,910	80	29	71	0	Micro-Surfacing	\$108,801	Overlay - AC Structural	1/1/18
2026-27	61	173	ORANGE AVE	SPRING ST	29TH ST	B	AAC	3	590	65	46,887	77	0	100	0	Micro-Surfacing	\$51,576	Overlay - AC Structural	1/1/18
2026-27	70	194	SKYLINE DR	DAWSON AVE	PANORAMA DR	B	AC	2	1,771	36	69,488	84	38	62	0	Micro-Surfacing	\$76,437	New Construction - AC	1/1/80
																	\$1,584,033		
2027-28	4	55	CALIFORNIA AVE	33RD ST	405 BRIDGE	B	AC	2	821	38	33,822	83	0	41	59	Micro-Surfacing	\$38,557	New Construction - AC	1/1/80
2027-28	4	56	CALIFORNIA AVE	CITY LIMITS	33RD ST	B	AC	2	536	36	21,446	86	0	78	22	Micro-Surfacing	\$24,448	New Construction - AC	1/1/80
2027-28	4	57	CALIFORNIA AVE	WILLOW ST	CITY LIMITS	B	AC	2	1,557	47	60,185	70	48	40	12	Micro-Surfacing	\$68,611	New Construction - AC	1/1/80
2027-28	4	58	CALIFORNIA AVE	405 BRIDGE	SPRING ST	B	AC	2	774	40	33,507	44	29	61	10	Grind-ARHM Overlay	\$207,408	New Construction - AC	1/1/80
2027-28	6	67	CHERRY AVE	21ST ST	20TH ST	A	AC	2	648	30	24,808	76	22	78	0	Micro-Surfacing	\$28,281	New Construction - AC	1/1/80
2027-28	6	68	CHERRY AVE	20TH ST	21ST ST	A	AC	2	650	31	28,191	74	16	84	0	Micro-Surfacing	\$32,138	New Construction - AC	1/1/80
2027-28	6	71	CHERRY AVE	HILL ST	21ST ST	A	AC	2	609	33	24,052	78	0	100	0	Micro-Surfacing	\$27,419	New Construction - AC	1/1/80
2027-28	6	72	CHERRY AVE	21ST ST	HILL ST	A	AC	2	584	31	24,684	76	0	100	0	Micro-Surfacing	\$28,140	New Construction - AC	1/1/80
2027-28	6	73	CHERRY AVE	SPRING ST	28TH ST	A	AC	2	1,216	32	48,459	70	23	65	12	Micro-Surfacing	\$55,243	New Construction - AC	1/1/80
2027-28	6	74	CHERRY AVE	28TH ST	SPRING ST	A	AC	2	1,221	32	53,692	79	20	80	0	Micro-Surfacing	\$61,209	New Construction - AC	1/1/80
2027-28	6	75	CHERRY AVE	28TH ST	WILLOW ST	A	AC	3	1,278	40	52,041	77	27	54	19	Micro-Surfacing	\$59,327	New Construction - AC	1/1/80
2027-28	6	76	CHERRY AVE	WILLOW ST	28TH ST	A	AC	3	1,278	40	49,394	64	27	73	0	AC Grind-Overlay	\$292,906	New Construction - AC	1/1/80
2027-28	6	78	CHERRY AVE	BURNETT ST	WILLOW ST	A	AC	2	1,258	31	51,039	79	0	100	0	Micro-Surfacing	\$58,184	New Construction - AC	1/1/80
																	\$981,872		
2028-29	58	157	OBISPO AVE	TEMPLE AVE	HILL ST	B	AC	2	2,271	25	67,715	53	62	34	4	Grind-ARHM Overlay	\$436,085	New Construction - AC	1/1/80
2028-29	58	158	OBISPO AVE	HILL ST	TEMPLE AVE	B	AC	2	2,271	21	68,151	56	43	54	3	AC Grind-Overlay	\$420,492	New Construction - AC	1/1/80
2028-29	58	159	OBISPO AVE	20TH ST	PCH	C	AC	2	1,227	60	74,957	51	49	38	13	AC Grind-Overlay	\$462,485	New Construction - AC	1/1/80
2028-29	35	247	WILLOW ST	CALIFORNIA AVE	CITY LIMITS	A	AAC	3	1,218	34	47,014	85	0	83	17	Micro-Surfacing	\$55,947	Overlay - AC Structural	10/31/16
2028-29	35	254	WILLOW ST	CHERRY AVE	JUNIPERO AVE	A	AC	3	1,320	35	49,693	74	41	35	24	Micro-Surfacing	\$59,135	New Construction - AC	1/1/80
2028-29	35	256	WILLOW ST	JUNIPERO AVE	TEMPLE AVE	A	AC	3	1,216	36	50,006	72	42	41	17	Micro-Surfacing	\$59,507	New Construction - AC	1/1/80
2028-29	35	257	WILLOW ST	TEMPLE AVE	JUNIPERO AVE	A	AC	3	1,213	34	49,500	79	11	51	38	Micro-Surfacing	\$58,905	New Construction - AC	1/1/80
																	\$1,552,554		
2029-30	23	52	BURNETT ST	CALIFORNIA AVE	ORANGE AVE	B	AC	2	1,263	33	41,521	79	48	42	10	Micro-Surfacing	\$51,486	New Construction - AC	1/1/80
2029-30	23	53	BURNETT ST	WALNUT AVE	WALNUT AVE	B	AC	2	1,244	40	46,387	42	63	27	10	Grind-ARHM Overlay	\$310,329	New Construction - AC	1/1/80
2029-30	23	54	BURNETT ST	WALNUT AVE	CHERRY AVE	B	AC	2	1,254	38	45,214	49	36	44	20	AC Grind-Overlay	\$289,822	New Construction - AC	1/1/80
2029-30	27	116	HILL ST	OBISPO AVE	REDONDO AVE	B	AC	2	883	44	51,431	82	0	100	0	Micro-Surfacing	\$63,774	New Construction - AC	1/1/80
2029-30	27	121	HILL ST	OBISPO AVE	TEMPLE AVE	B	AC	1	1,233	16	22,915	74	66	29	5	Micro-Surfacing	\$28,415	New Construction - AC	1/1/80
																	\$743,826		
2030-31	47	133	JUNIPERO AVE	SPRING ST	28TH ST	B	AC	2	1,237	60	69,127	40	50	38	12	AC Grind-Overlay	\$461,077	New Construction - AC	1/1/80
2030-31	73	219	TEMPLE AVE	PANORAMA DR	HILL ST	B	AC	2	465	40	19,065	76	26	74	0	Micro-Surfacing	\$24,594	New Construction - AC	1/1/80
2030-31	73	220	TEMPLE AVE	HILL ST	21ST ST	B	AC	2	610	36	23,767	70	44	51	5	Micro-Surfacing	\$30,659	New Construction - AC	1/1/80
2030-31	73	221	TEMPLE AVE	21ST ST	19TH ST	B	AC	2	1,257	36	49,310	81	0	77	23	Micro-Surfacing	\$63,610	New Construction - AC	1/1/80
2030-31	75	236	WALNUT AVE	SPRING ST	29TH ST	B	AC	2	582	46	31,901	76	44	41	15	Micro-Surfacing	\$41,152	New Construction - AC	1/1/80
2030-31	75	239	WALNUT AVE	WILLOW ST	BURNETT ST	B	AC	2	1,216	47	65,769	74	74	21	5	Micro-Surfacing	\$84,842	New Construction - AC	1/1/80
2030-31	75	243	WALNUT AVE	WARDLOW RD	33RD ST	B	AC	2	593	37	22,269	50	43	53	4	AC Grind-Overlay	\$148,534	New Construction - AC	1/1/80
																	\$854,469		
Locals																			
2026-27	14	7	20TH ST	JUNIPERO AVE	STANLEY PL	E	AC	2	295	33	10,347	49	34	66	0	AC Grind-Overlay	\$45,009	New Construction - AC	1/1/80
2026-27	14	8	20TH ST	MOLINO AVE	TEMPLE AVE	E	AC	2	627	34	21,913	56	67	28	5	AC Grind-Overlay	\$95,322	New Construction - AC	1/1/80
2026-27	14	9	20TH ST	CRESCENT DR	ORIZABA AVE	E	AC	2	556	36	20,121	87	0	100	0	Type II Slurry Seal	\$10,061	New Construction - AC	1/1/80
2026-27	15	15	21ST ST	WALNUT AVE	GUNDRY AVE	E	AC	2	437	40	16,713	77	27	69	4	Type II Slurry Seal	\$8,357	New Construction - AC	1/1/80
2026-27	16	16	23RD ST	ORANGE AVE	WALNUT AVE	E	AAC	2	1,263	29	39,189	73	56	44	0	Type II Slurry Seal	\$19,595	Overlay - AC Structural	10/31/16
2026-27	16	17	23RD ST	LEMON AVE	ORANGE AVE	E	AC	2	611	28	17,823	54	16	76	8	AC Grind-Overlay	\$77,530	New Construction - AC	1/1/80
2026-27	20	39	29TH ST	WALNUT AVE	CHERRY AVE	E	AAC	2	1,234	39	47,351	85	24	76	0	Type II Slurry Seal	\$23,676	Overlay - AC Structural	10/31/16
2026-27	22	42	33RD ST	CITY LIMITS	CALIFORNIA AVE	E	AC	4	1,109	54	59,204	83	30	56	14	Type II Slurry Seal	\$29,602	Surface Treatment - Slurry Seal	3/4/22
2026-27	39	101	GARDENA AVE	29TH ST	28TH ST	E	AAC	0	598	41	25,258	88	42	58	0	Type II Slurry Seal	\$12,629	Overlay - AC Structural	10/31/16
2026-27	59	160	OHIO AVE	PANORAMA DR	SKYLINE DR	E	AC	2	248	35	8,937	88	0	67	33	Type II Slurry Seal	\$4,469	New Construction - AC	1/1/80
2026-27	30	180	PATTERSON ST	CALIFORNIA AVE	WEST TERMINUS	E	AC	2	616	38	21,806	87	0	100	0	Type II Slurry Seal	\$10,903	New Construction - AC	1/1/80
2026-27	66	189	ROSE AVE	28TH ST	SOUTH TERM	E	AC	2	609	36	21,108	37	55	36	9	AC Grind-Overlay	\$91,820	New Construction - AC	1/1/80
2026-27	66	190	ROSE AVE	CRESCENT HEIGHTS ST	BURNETT ST	E	AC	2	612	29	18,911	71	24	44	32	Type II Slurry Seal	\$9,456	New Construction - AC	1/1/80

City of Signal Hill, CA
Forecast Maintenance / Rehabilitation (FMR) Report - FY 2026-2030

Sorted by Rank, FY, Name Order (A-Z)

FY	Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Maintenance Recommendations	Total \$	Work History Type	Work Date
2026-27	66	191	ROSE AVE	HILL ST	NORTH TERM	E	AC	2	639	32	20,015	44	45	50	5	AC Grind-Overlay	\$87,065	New Construction - AC	1/1/80
2026-27	67	207	SAINT LOUIS AVE	HILL ST	NORTH TERM	E	AC	2	383	26	12,824	65	24	76	0	AC Grind-Overlay	\$55,784	New Construction - AC	1/1/80
2026-27	67	208	SAINT LOUIS AVE	21ST ST	20TH ST	E	AC	2	610	34	20,068	67	0	87	13	Type II Slurry Seal	\$10,034	New Construction - AC	1/1/80
2026-27	67	209	SAINT LOUIS AVE	20TH ST	19TH ST	E	AC	2	611	34	21,240	69	0	75	25	Type II Slurry Seal	\$10,620	New Construction - AC	1/1/80
2026-27	67	210	SAINT LOUIS AVE	19TH ST	SOUTH TERM	E	AC	2	388	29	13,037	87	16	84	0	Type II Slurry Seal	\$6,519	Surface Treatment - Slurry Seal	6/16/21
2026-27	67	211	SAINT LOUIS AVE	27TH ST	WILLOW ST	E	AC	2	579	39	22,853	46	61	38	1	AC Grind-Overlay	\$99,411	New Construction - AC	1/1/80
2026-27	67	212	SAINT LOUIS AVE	28TH ST	27TH ST	E	AC	2	610	36	23,217	32	74	25	1	AC Grind-Overlay	\$100,994	New Construction - AC	1/1/80
2028-29	71	214	STANLEY AVE	END	20TH ST	E	AC	2	557	32	17,580	64	39	60	1	AC Grind-Overlay	\$76,473	New Construction - AC	1/1/80
2026-27	74	233	VILLAGE WAY	DAWSON AVE	RAYMOND AVE	E	AC	2	306	32	9,608	88	0	100	0	Type II Slurry Seal	\$4,804	New Construction - AC	1/1/80
																	\$890,130		
2027-28	25	86	CRESTON ST	WALNUT AVE	EAST TERMINUS	E	AC	2	1,005	28	39,425	42	43	53	4	AC Grind-Overlay	\$178,201	New Construction - AC	1/1/80
2027-28	11	87	DAWSON AVE	NORTH TERMINUS	SKYLINE DR	E	AC	2	500	35	20,256	69	12	88	0	Type II Slurry Seal	\$10,533	New Construction - AC	1/1/80
2027-28	11	88	DAWSON AVE	21ST ST	20TH ST	E	AC	2	608	36	21,529	70	0	91	9	Type II Slurry Seal	\$11,195	Surface Treatment - Slurry Seal	6/16/21
2027-28	11	89	DAWSON AVE	20TH ST	19TH ST	E	AC	2	615	40	23,902	78	13	85	2	Type II Slurry Seal	\$12,429	Surface Treatment - Slurry Seal	6/9/21
2027-28	11	90	DAWSON AVE	19TH ST	VILLAGE WAY	E	AC	2	481	38	19,663	72	14	86	0	Type II Slurry Seal	\$10,225	Surface Treatment - Slurry Seal	6/16/21
2027-28	11	91	DAWSON AVE	28TH ST	27TH ST	E	AC	2	621	37	23,530	54	45	33	22	AC Grind-Overlay	\$106,356	New Construction - AC	1/1/80
2027-28	11	92	DAWSON AVE	27TH ST	WILLOW ST	E	AC	2	588	37	22,934	46	50	37	13	AC Grind-Overlay	\$103,662	New Construction - AC	1/1/80
2027-28	36	94	ELLIS AVE	GLADYS AVE	END	E	AC	2	295	39	14,711	72	71	17	12	Type II Slurry Seal	\$7,650	New Construction - AC	1/1/80
2027-28	37	95	FALCON AVE	CITY LIMITS	33RD ST	E	AC	2	555	34	18,944	74	54	29	17	Type II Slurry Seal	\$9,851	Surface Treatment - Slurry Seal	10/16/22
2027-28	38	96	FREEMAN AVE	20TH ST	550' N/20TH ST	E	AC	2	463	31	16,470	83	12	57	31	Type II Slurry Seal	\$8,564	New Construction - AC	1/1/80
2027-28	38	98	FREEMAN AVE	550' N/20TH ST	NORTH TERM	E	AC	2	212	16	4,269	73	39	29	32	Type II Slurry Seal	\$2,220	New Construction - AC	1/1/80
2027-28	39	100	GARDENA AVE	SPRING ST	29TH ST	E	AC	2	582	41	25,013	71	43	48	9	Type II Slurry Seal	\$13,007	New Construction - AC	1/1/80
2027-28	39	99	GARDENA AVE	CRESCENT HEIGHTS ST	BURNETT ST	E	AC	2	618	31	22,183	85	0	86	14	Type II Slurry Seal	\$11,535	New Construction - AC	1/1/80
2027-28	40	102	GAVIOTA AVE	HILL ST	ALAMITOS AVE	E	AC	2	925	39	36,542	52	49	38	13	AC Grind-Overlay	\$165,170	New Construction - AC	1/1/80
2027-28	40	103	GAVIOTA AVE	28TH ST	END	E	AC	2	586	36	21,879	32	77	23	0	AC Grind-Overlay	\$98,893	New Construction - AC	1/1/80
2027-28	40	104	GAVIOTA AVE	CRESCENT HEIGHTS ST	BURNETT ST	E	AC	2	619	25	16,696	57	47	21	32	AC Grind-Overlay	\$75,466	New Construction - AC	1/1/80
2027-28	41	106	GLADYS AVE	19TH ST	ELLIS AVE	E	AC	2	342	37	12,517	84	0	97	3	Type II Slurry Seal	\$6,509	New Construction - AC	1/1/80
2027-28	26	107	GRANT ST	OBISPO AVE	REDONDO AVE	E	AC	2	794	38	27,385	78	7	55	38	Type II Slurry Seal	\$14,240	New Construction - AC	1/1/80
2027-28	42	108	GUNDRY AVE	WILLOW ST	PAVEMENT CHANGE	E	AC	2	163	38	5,939	67	36	50	14	Type II Slurry Seal	\$3,088	New Construction - AC	1/1/80
2027-28	42	109	GUNDRY AVE	PAVEMENT CHANGE	SOUTH TERM	E	AC	2	327	31	14,135	83	0	100	0	Type II Slurry Seal	\$7,350	New Construction - AC	1/1/80
2027-28	42	110	GUNDRY AVE	WARDLOW RD	33RD ST	E	AC	2	613	30	16,635	76	55	45	0	Type II Slurry Seal	\$8,650	Surface Treatment - Slurry Seal	10/16/22
2027-28	42	111	GUNDRY AVE	29TH ST	28TH ST	E	AC	2	606	37	23,245	33	68	30	2	AC Grind-Overlay	\$105,067	New Construction - AC	1/1/80
2027-28	42	112	GUNDRY AVE	28TH ST	WILLOW ST	E	AC	2	1,264	35	48,047	44	35	45	20	AC Grind-Overlay	\$217,172	New Construction - AC	1/1/80
2027-28	42	113	GUNDRY AVE	BURNETT ST	NORTH TERM	E	AC	2	593	37	22,839	36	56	35	9	AC Grind-Overlay	\$103,232	New Construction - AC	1/1/80
2027-28	42	114	GUNDRY AVE	HILL ST	21ST ST	E	AC	2	630	40	25,412	33	66	28	6	AC Grind-Overlay	\$114,862	New Construction - AC	1/1/80
																	\$1,405,128		
2028-29	27	115	HILL ST	CHERRY AVE	GATE	E	AC	2	314	35	12,668	79	31	69	0	Type II Slurry Seal	\$6,841	New Construction - AC	1/1/80
2028-29	27	117	HILL ST	SKYLINE DR	STANLEY AVE	E	AC	2	536	30	19,070	71	19	81	0	Type II Slurry Seal	\$10,298	New Construction - AC	1/1/80
2028-29	27	119	HILL ST	OHIO AVE	TEMPLE AVE	E	AC	2	294	33	10,454	49	55	32	13	AC Grind-Overlay	\$49,134	New Construction - AC	1/1/80
2028-29	47	129	JUNIPERO AVE	WILLOW ST	SOUTH TERM	E	AC	2	585	35	20,096	65	61	39	0	AC Grind-Overlay	\$94,451	New Construction - AC	1/1/80
2028-29	47	131	JUNIPERO AVE	27TH ST	WILLOW ST	E	AC	2	580	38	24,186	76	32	61	7	Type II Slurry Seal	\$13,060	New Construction - AC	1/1/80
2028-29	47	132	JUNIPERO AVE	28TH ST	27TH ST	E	AC	2	601	40	26,774	60	41	47	12	AC Grind-Overlay	\$125,838	New Construction - AC	1/1/80
2028-29	51	146	MOLINO AVE	PANORAMA DR	SKYLINE DR	E	AC	2	325	36	13,947	85	0	100	0	Type II Slurry Seal	\$7,531	New Construction - AC	1/1/80
2028-29	51	147	MOLINO AVE	20TH ST	19TH ST	E	AC	2	635	32	21,873	72	48	48	4	Type II Slurry Seal	\$11,811	New Construction - AC	1/1/80
2028-29	51	148	MOLINO AVE	19TH ST	PCH	E	AC	2	591	33	19,915	61	37	43	20	AC Grind-Overlay	\$93,601	New Construction - AC	1/1/80
2028-29	51	149	MOLINO AVE	20TH ST	NORTH TERM	E	AC	2	87	16	1,275	64	72	28	0	AC Grind-Overlay	\$5,993	New Construction - AC	1/1/80
2028-29	51	150	MOLINO AVE	SKYLINE DR	HILL ST	E	AC	2	495	36	17,923	77	0	100	0	Type II Slurry Seal	\$9,678	Surface Treatment - Slurry Seal	10/16/22
2028-29	53	152	MYRTLE AVE	CITY LIMITS	33RD ST	E	AC	2	540	32	17,764	83	0	100	0	Type II Slurry Seal	\$9,593	Surface Treatment - Slurry Seal	3/4/22
2028-29	53	153	MYRTLE AVE	WILLOW ST	27TH ST	E	AC	2	613	38	22,392	84	21	79	0	Type II Slurry Seal	\$12,092	New Construction - AC	1/1/80
2028-29	68	192	SIGNAL PKWY	28TH ST	WILLOW ST	E	AC	0	1,230	60	76,567	53	51	43	6	AC Grind-Overlay	\$359,865	New Construction - AC	1/1/80
2028-29	71	213	STANLEY AVE	HILL ST	21ST ST	E	AC	2	939	36	35,042	78	9	61	30	Type II Slurry Seal	\$18,923	Surface Treatment - Slurry Seal	10/16/22
2028-29	71	215	STANLEY AVE	20TH ST	19TH ST	E	AC	2	623	34	21,642	70	0	88	12	Type II Slurry Seal	\$11,687	New Construction - AC	1/1/80
2028-29	71	216	STANLEY AVE	19TH ST	PCH	E	AC	2	601	34	19,929	70	26	74	0	Type II Slurry Seal	\$10,762	New Construction - AC	1/1/80
2028-29	71	217	STANLEY AVE	SKYLINE DR	HILL ST	E	AC	2	642	37	22,319	79	12	88	0	Type II Slurry Seal	\$12,052	Surface Treatment - Slurry Seal	10/16/22
2028-29	57	231	TERRACE DR	21ST ST	SOUTH TERM	E	AC	2	233	27	6,655	78	0	100	0	Type II Slurry Seal	\$3,594	New Construction - AC	1/1/80
2028-29	32	232	VERNON ST	WEST TERMINUS	CALIFORNIA AVE	E	AC	0	299	30	9,305	43	28	64	8	AC Grind-Overlay	\$43,734	New Construction - AC	1/1/80
2028-29	34	245	WALTON ST	LIME AVE	MYRTLE AVE	E	AC	2	607	33	21,627	67	35	56	9	Type II Slurry Seal	\$11,679	New Construction - AC	1/1/80
																	\$922,214		
2029-30	13	1	19TH ST	CHERRY AVE	JUNIPERO AVE	E	AC	2	1,273	33	42,506	78	28	59	13	Type II Slurry Seal	\$23,803	Surface Treatment - Slurry Seal	10/31/22
2029-30	13	261	19TH ST	REDONDO AVE	RESERVOIR DR	E	AC	2	84	38	2,290	80	43	35	22	Type II Slurry Seal	\$1,282	New Construction - AC	1/1/80
2029-30	13	3	19TH ST	MOLINO AVE	TEMPLE AVE	E	AC	2	628	33	20,489	69	26	69	5	Type II Slurry Seal	\$11,474	New Construction - AC	1/1/80
2029-30	13	4	19TH ST	TEMPLE AVE	ORIZABA AVE	E	AC	2	631	34	21,176	65	28	30	42	AC Grind-Overlay	\$103,551	New Construction - AC	1/1/80
2029-30	13	5	19TH ST	OBISPO AVE	REDONDO AVE	E	AC	0	769	40	30,120	69	45	24	31	Type II Slurry Seal	\$16,867	New Construction - AC	1/1/80
2029-30	17	18	25TH ST	LEWIS AVE	LEMON AVE	E	AC	2	281	42	12,045	75	0	100	0	Type II Slurry Seal	\$6,745	New Construction - AC	1/1/80
2029-30	17	19	25TH ST	LEMON AVE	CERRITOS AVE	E	AC	2	276	42	12,295	78	0	100	0	Type II Slurry Seal	\$6,885	New Construction - AC	1/1/80
2029-30	17	20	25TH ST	CERRITOS AVE	ORANGE AVE	E	AC	2	261	42	11,609	76	18	82	0	Type II Slurry Seal	\$6,501	New Construction - AC	1/1/80

City of Signal Hill, CA
Forecast Maintenance / Rehabilitation (FMR) Report - FY 2026-2030

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FY	Branch ID	Sec ID	Name	From	To	Rank	Surface Type	Lanes	L	W	Area	PCI	Load %	Climate %	Other %	Maintenance Recommendations	Total \$	Work History Type	Work Date
2029-30	17	21	25TH ST	WEST TERMINUS	CALIFORNIA AVE	E	AC	2	299	32	9,271	68	15	85	0	Type II Slurry Seal	\$5,192	New Construction - AC	1/1/80
2029-30	18	22	27TH ST	WEST TERMINUS	CHERRY AVE	E	AC	2	308	40	12,829	76	0	49	51	Type II Slurry Seal	\$7,184	New Construction - AC	1/1/80
2029-30	18	23	27TH ST	CITY LIMITS	CALIFORNIA AVE	E	AC	2	1,252	36	44,821	42	52	37	11	AC Grind-Overlay	\$219,175	New Construction - AC	1/1/80
2029-30	18	25	27TH ST	ST LOUIS AVE	DAWSON AVE	E	AC	2	284	38	10,430	70	43	25	32	Type II Slurry Seal	\$5,841	New Construction - AC	1/1/80
2029-30	18	26	27TH ST	DAWSON AVE	RAYMOND AVE	E	AC	2	282	38	10,609	59	57	32	11	AC Grind-Overlay	\$51,878	New Construction - AC	1/1/80
2029-30	18	27	27TH ST	RAYMOND AVE	JUNIPERO AVE	E	AC	2	273	40	12,202	70	56	31	13	Type II Slurry Seal	\$6,833	New Construction - AC	1/1/80
2029-30	18	28	27TH ST	GUNDRY AVE	ALLEY	E	AC	2	302	15	3,599	24	59	27	14	AC Recon	\$62,767	New Construction - AC	1/1/80
2029-30	19	32	28TH ST	WEST END	CALIFORNIA AVE	E	AC	2	620	33	20,525	79	0	100	0	Type II Slurry Seal	\$11,494	New Construction - AC	1/1/80
2029-30	20	37	29TH ST	CITY LIMITS	END OF PVMNT	E	AC	2	425	32	13,709	49	66	26	8	AC Grind-Overlay	\$67,037	New Construction - AC	1/1/80
2029-30	20	38	29TH ST	ORANGE AVE	WALNUT AVE	E	AC	2	1,238	40	49,914	23	65	26	9	AC Recon	\$870,500	New Construction - AC	1/1/80
2029-30	21	40	32ND ST	CALIFORNIA AVE	ORANGE AVE	E	AC	2	1,261	35	42,094	73	27	69	4	Type II Slurry Seal	\$23,573	New Construction - AC	1/1/80
2029-30	28	154	NEVADA ST	LEWIS AVE	LEMON AVE	E	AC	2	288	26	8,094	86	0	10	90	Type II Slurry Seal	\$4,533	New Construction - AC	1/1/80
2029-30	28	156	NEVADA ST	CERRITOS AVE	ORANGE AVE	E	AC	2	279	27	7,439	66	20	80	0	AC Grind-Overlay	\$36,377	New Construction - AC	1/1/80
2029-30	59	161	OHIO AVE	HILL ST	21ST ST	E	AC	2	597	37	22,770	85	16	81	3	Type II Slurry Seal	\$12,751	Surface Treatment - Slurry Seal	10/16/22
2029-30	59	162	OHIO AVE	20TH ST	NORTH TERM	E	AC	2	139	19	2,790	85	52	48	0	Type II Slurry Seal	\$1,562	New Construction - AC	1/1/80
2029-30	62	174	ORIZABA AVE	20TH ST	19TH ST	E	AC	2	606	37	23,946	81	0	100	0	Type II Slurry Seal	\$13,410	Surface Treatment - Slurry Seal	10/31/22
2029-30	62	176	ORIZABA AVE	20TH ST	NORTH TERM	E	AC	2	1,070	29	33,206	86	0	96	4	Type II Slurry Seal	\$18,595	Surface Treatment - Slurry Seal	10/31/22
2029-30	29	178	PANORAMA DR	MOLINO ST	TEMPLE AVE	E	AC	1	892	11	17,627	53	66	34	0	AC Grind-Overlay	\$86,196	New Construction - AC	1/1/80
2029-30	30	181	PATTERSON ST	CITY LIMITS	EAST TERMINUS	E	AC	0	263	34	9,335	70	49	48	3	Type II Slurry Seal	\$5,228	New Construction - AC	1/1/80
2029-30	64	183	RAYMOND AVE	20TH ST	19TH ST	E	AC	2	613	33	20,354	71	8	89	3	Type II Slurry Seal	\$11,398	Surface Treatment - Slurry Seal	6/16/21
2029-30	64	184	RAYMOND AVE	19TH ST	VILLAGE WAY	E	AC	2	472	32	15,960	80	0	100	0	Type II Slurry Seal	\$8,938	Surface Treatment - Slurry Seal	6/16/21
																	\$1,707,569		
2030-31	14	11	20TH ST	ALAMITOS AVE	CHERRY AVE	E	AC	2	1,094	34	36,288	52	15	74	11	AC Grind-Overlay	\$184,706	Pothole Repair - AC	11/13/22
2030-31	2	179	ALLIANCE ST	CERRITOS AVE	ORANGE AVE	E	AC	1	318	16	6,629	45	39	42	19	AC Grind-Overlay	\$33,742	New Construction - AC	1/1/80
2030-31	2	49	ALLIANCE ST	ALLEY	CERRITOS AVE	E	AC	1	178	10	2,294	46	20	66	14	AC Grind-Overlay	\$11,676	New Construction - AC	1/1/80
2030-31	3	51	BRAYTON AVE	BURNETT ST	NORTH TERM	E	AC	0	619	36	22,729	37	48	46	6	AC Grind-Overlay	\$115,691	New Construction - AC	1/1/80
2030-31	5	60	CERRITOS AVE	CITY LIMITS	33RD ST	E	AC	2	544	35	18,736	79	57	43	0	Type II Slurry Seal	\$10,867	Surface Treatment - Slurry Seal	3/4/22
2030-31	5	62	CERRITOS AVE	WILLOW ST	BURNETT ST	E	AC	2	1,233	38	44,598	79	21	79	0	Type II Slurry Seal	\$25,867	New Construction - AC	1/1/80
2030-31	5	63	CERRITOS AVE	23RD ST	ALLIANCE AVE	E	AC	2	354	26	9,818	77	0	100	0	Type II Slurry Seal	\$5,694	Surface Treatment - Slurry Seal	10/31/22
2030-31	5	64	CERRITOS AVE	BURNETT ST	23RD ST	E	AC	0	628	39	24,502	82	0	100	0	Type II Slurry Seal	\$14,211	Surface Treatment - Slurry Seal	10/31/22
2030-31	24	79	COLUMBIA ST	CITY LIMITS	END	E	AC	2	281	43	13,959	34	66	34	0	AC Grind-Overlay	\$71,051	New Construction - AC	1/1/80
2030-31	7	80	COMBELLACK DR	JUNIPERO AVE	TEMPLE AVE	E	AC	2	1,287	37	45,557	46	54	45	1	AC Grind-Overlay	\$231,885	New Construction - AC	1/1/80
2030-31	8	81	CORONADO AVE	19TH ST	PCH	E	AC	2	629	40	24,859	55	61	38	1	AC Grind-Overlay	\$126,532	New Construction - AC	1/1/80
2030-31	10	85	CRESCENT HEIGHTS ST	WALNUT AVE	CHERRY AVE	E	AC	0	1,246	40	47,028	61	47	31	22	AC Grind-Overlay	\$239,373	New Construction - AC	1/1/80
2030-31	27	118	HILL ST	STANLEY AVE	OHIO AVE	E	AC	2	477	37	18,485	85	0	100	0	Type II Slurry Seal	\$10,721	Pothole Repair - AC	11/13/22
2030-31	54	258	KELLEY DR	HILL ST	SOUTH TERM	E	AC	2	393	28	11,229	30	52	48	0	AC Grind-Overlay	\$57,156	New Construction - AC	1/1/80
2030-31	55	134	LEGION DR	HILL ST	NORTH TERM	E	AC	2	632	16	16,608	63	55	41	4	AC Grind-Overlay	\$84,535	New Construction - AC	1/1/80
2030-31	48	135	LEMON AVE	CITY LIMITS	33RD ST	E	AC	2	534	36	19,017	73	60	40	0	Type II Slurry Seal	\$11,030	Surface Treatment - Slurry Seal	3/4/22
2030-31	48	136	LEMON AVE	33RD ST	32ND ST	E	AC	2	606	34	21,042	83	26	74	0	Type II Slurry Seal	\$12,204	Surface Treatment - Slurry Seal	3/4/22
2030-31	48	137	LEMON AVE	WILLOW ST	NEVADA ST	E	AC	2	993	38	22,113	82	0	60	40	Type II Slurry Seal	\$12,826	New Construction - AC	1/1/80
2030-31	48	138	LEMON AVE	NEVADA ST	BURNETT ST	E	AC	2	181	33	6,879	73	0	100	0	Type II Slurry Seal	\$3,990	New Construction - AC	1/1/80
2030-31	48	139	LEMON AVE	BURNETT ST	END	E	AC	2	781	33	25,836	75	0	95	5	Type II Slurry Seal	\$14,985	Surface Treatment - Slurry Seal	10/31/22
2030-31	49	141	LEWIS AVE	33RD ST	32ND ST	E	AC	2	607	35	22,353	85	31	69	0	Type II Slurry Seal	\$12,965	New Construction - AC	1/1/80
2030-31	49	143	LEWIS AVE	BURNETT ST	SOUTH TERMINUS	E	AC	2	510	35	18,732	82	0	96	4	Type II Slurry Seal	\$10,865	Surface Treatment - Slurry Seal	10/31/22
2030-31	50	144	LIME AVE	CITY LIMITS	33RD ST	E	AC	2	540	36	18,216	77	43	53	4	Type II Slurry Seal	\$10,565	Surface Treatment - Slurry Seal	3/4/22
2030-31	50	145	LIME AVE	WILLOW ST	27TH ST	E	AC	2	599	33	21,512	85	0	72	28	Type II Slurry Seal	\$12,477	New Construction - AC	1/1/80
2029-30	64	182	RAYMOND AVE	21ST ST	20TH ST	E	AC	2	609	33	20,270	66	0	51	49	AC Grind-Overlay	\$103,174	Surface Treatment - Slurry Seal	6/9/21
2029-30	64	186	RAYMOND AVE	27TH ST	WILLOW ST	E	AC	2	580	40	24,488	34	56	29	15	AC Grind-Overlay	\$124,644	New Construction - AC	1/1/80
																	\$1,553,431		

CITY OF SIGNAL HILL
AGREEMENT FOR GENERAL SERVICES
Citywide Pavement Maintenance Services Master Agreement

1. PARTIES AND DATE

This Master Agreement for Street Pavement Maintenance Services ("Agreement") 9th day of June, 2026 by and between the City of Signal Hill, a municipal corporation organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and All American Asphalt, a California Corporation with its principal place of business at 400 East Sixth Street, Corona, CA 92879 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Street Maintenance Services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Street Pavement Maintenance Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Master Agreement for Street Pavement Maintenance Services** ("Project") as set forth in this Agreement.

2.3 Incorporation of Documents.

If applicable, this Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Notice Inviting Proposals, Request for Proposals, and Contractor's Proposal.

3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

1 AGREEMENT FOR GENERAL
SERVICES

The term of this Agreement shall be from July 1, 2026 to June 30, 2027 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to extend the term of this Agreement for no more than four additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services/Time for Performance.

(a) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made

to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Gordon Kline, Project Manager.

3.2.5 City's Representative. City hereby designates the Public Works Director and/or Contracts Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Gordon Kline, Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to

comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Labor

(a) Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be

Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(d) Acknowledgment of Employment Relationship. Contractor shall provide each of its employees who it assigns to provide the Services with a copy of the "ACKNOWLEDGMENT OF EMPLOYMENT RELATIONSHIP" attached hereto as Exhibit D ("Acknowledgment"). Each employee who provides the Services must execute the Acknowledgment before Contractor may permit the employee to provide Services for City. Contractor shall provide a copy of each executed Acknowledgment to City upon City's request.

(e) Labor Code Compliance; Audit Rights. City shall have the right to audit Contractor's compliance with this Agreement and California Labor laws with respect to Contractor's personnel, including, but not limited to, Contractor's compliance with Sections 3.2.1, 3.2.10, and 3.6. Upon City's request, Contractor shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Contractor's personnel who provide the Services.

3.2.11 Insurance.

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$2,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$2,000,000 each accident.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$2,000,000 per accident for bodily injury and disease.

(4) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(c) Endorsements.

(1) The policy or policies of insurance required by Section 3.2.11(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance and (iv) Contractor's Pollution Liability shall be endorsed to provide the following:

- (1) Additional Insured: City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
- (2) Products/completed operations. Products liability coverage shall extend for a minimum of three years (3) after project completion, and completed operations coverage for construction agreements shall extend for 10 years from the date of substantial completion of the project or the statute of repose, whichever is longer. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed

Operations coverage.

- (3) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (4) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (5) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (6) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (7) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.
- (8) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(2) The policy or policies of insurance required by Section 3.2.11(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Million Dollars (\$1,000,000) without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

All American Asphalt
400 East Sixth Street
Corona, CA 92879
Attn: Gordon Kline, Project Manager

City:

City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
Attn: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subconsultants and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.6 Independent Contractors and Subcontracting

3.6.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

**SIGNATURE PAGE FOR AGREEMENT
FOR GENERAL SERVICES
BETWEEN THE CITY OF SIGNAL HILL
AND ALL AMERICAN ASPHALT**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SIGNAL HILL

ALL AMERICAN ASPHALT

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO
SIGNATURES, President **OR** Vice
President **AND** Secretary **OR**
Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

General Scope of Work

The scope of work consists of providing on-call as needed street, sidewalk, and public right-of-way maintenance and repair services throughout the City. The Contractor shall furnish all labor, materials, tools, equipment, transportation, traffic control, and incidentals necessary to perform the work as directed by the City. The selected contractor will be awarded the contract with a “not to exceed amount” and established prices for labor, equipment, and materials.

Typical work may include, but is not limited to:

- Micro-surfacing
- Slurry seal (Type II)
- Asphalt concrete patching and pothole repair
- Crack sealing
- Grinding and asphalt concrete overlay (as needed)
- Removal and replacement of sidewalks, curb and gutter, cross gutters, and drive approaches
- ADA curb ramps and associated improvements
- Adjustment of utility covers, valve boxes, and manholes to grade
- Pavement markings, striping, markers, and traffic loop detectors
- Surface preparation, cleaning, and disposal of materials
- Traffic control, public notification, and coordination with utilities and agencies

Work locations, quantities, and specific treatments will vary and will be determined by the City based on maintenance needs. The City reserves the right to determine the type, extent, and timing of all work performed under this Contract.

Master Agreement Contract Structure

This Contract is a unit price, as-needed maintenance Master Agreement Contract. The bid schedule establishes unit prices and/or lump sum pricing for various work items; however, no specific quantities or scope of work are guaranteed. Work will be authorized by the City through individual Task Orders and/or Change Orders, which will define:

- Scope of work
- Location
- Quantities
- Schedule

The Contractor shall not perform any work without prior written authorization from the City.

The City does not guarantee a minimum amount of work under this Contract.

Contract Term and Compensation

The initial term of this Agreement shall be one (1) year from the date of execution. The total compensation under this Agreement shall not exceed One Million Dollars (\$1,000,000) for the initial one-year term. The Agreement may be renewed for up to four (4) additional one-year terms, for a maximum total term of five (5) years. Compensation for work performed under this Contract shall be based on the unit prices and/or lump sum amounts established in the Contract documents.

For each Task Order or Change Order:

- Only the specific work items and quantities authorized will be compensated
- Not all bid items included in the Contract will be utilized on every Task Order
- Payment shall be based on:

- Actual quantities of work performed at the bid unit prices, or
- An agreed-upon lump sum amount, if approved in advance by the City

Any reference in these specifications to “full compensation,” “lump sum payment,” or similar language shall be interpreted to mean full compensation for that specific item of work only when it is included in an authorized Task Order or Change Order, and shall not imply that the item will be performed or paid on a lump sum basis for the entire Contract. Unit prices and lump sum amounts shall include full compensation for all labor, materials, equipment, overhead, profit, and incidentals necessary to complete the work.

Work Request Procedure

Routine Construction, Maintenance and Repair Services

The selected contractor(s) will be asked to provide written proposal for each individual task upon request by the City. Unit prices shall be based on the established contract unit prices and/or agreed-upon lump sum pricing. The Contractor shall submit a written proposal within seven (7) calendar days following receipt of the City’s request, unless otherwise directed. Upon approval by the City, a Notice to Proceed (NTP) will be issued for the specific Task Order. Upon issuance of the NTP, the work shall be scheduled with a minimum of seven (7) business days’ notice, unless otherwise authorized. The Contractor shall provide documentation of all work performed, including Daily Reports, quantities, labor, equipment, and materials used.

Immediate Repair Services

Immediate repair services may be requested via telephone by the Public Works Director or his designee. Immediate repair requests may occur at any time including nights, weekends and holidays. A 24-hour response time is required with possible exceptions to be determined by City staff. Work shall generally be performed on a unit price basis in accordance with the bid schedule. Time and Materials (T&M) work may be authorized by the City for emergency or immediate repair services and may proceed without a prior written quote when directed by the City. All traffic controls, equipment and materials will be provided by the contractor. Documentation of work by the selected contractor is required. Daily Report of all activities, findings and solutions shall be provided along with the T&M sheets for all projects. Schedule changes must be submitted as soon as possible and/or when unexpected conflicts arise.

Performance Standards

All work shall be planned, executed, and completed in accordance with the most recent version of the Standards for Public Works Construction and the City of Signal Hill Standards. All traffic control measures shall follow the latest Edition of the CA MUTCD guidelines. The Contractor shall maintain a valid Class A Contractor’s License throughout the duration of the Contract.

Materials

Unless provided by City staff, all materials furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to inspection and approval by the City.

Safety

All work performed to complete scope of work herein shall be performed in a manner to provide maximum safety to the public, and where applicable, shall comply with all applicable safety standards and regulations included requirements by CAL-OSHA. All precautions shall be taken

for health, safety and property damage in responding to all requests for services. The City of Signal Hill Public Works Department will monitor conditions that may impact the safety of the infrastructure and customers. Direction may be given by a Public Works Department staff member to maintain safety, but compliance with all safety regulations is the responsibility of the contractor. The Public Works Director or his designee reserves the right to issue a restraint or cease and desist order to the Contractor when unsafe or harmful acts are observed, or reported, relative to performance of scope of work.

Environmental

The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor personnel and the public during the performance and execution of the work in this contract. Where applicable, the Contractor will comply with all federal, state, regional, and local environmental regulations in force during the period of this agreement. Any violation of these rules and requirements, unless promptly corrected as directed by the City, shall be grounds for termination of this agreement.

Subcontractors

The selected contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty contractors. Subcontractors may not be responsible for more than 50% of the total work on any given project requested under this Master Agreement. All subcontractors must be listed in the contractor's proposal. The selected contractor shall not grant any work to an unlisted subcontractor(s) without prior approval from the City. The selected contractor and all listed subcontractors shall comply to all licenses, certifications, registrations and requirements set forth in the RFP documents and master agreement. The selected contractor shall be fully responsible to the City for the performance of their subcontractors and staff either indirectly or directly employed by them.

Rates

All work performed between the hours of 7:00 AM and 5:00 PM, Monday to Friday, shall be considered straight time. Work outside these hours shall be considered premium time and must be approved in advance by the City. If the contractor anticipates billing or utilizing premium time rates for the City due to union arrangements or other reasons, such arrangements shall be communicated to the City at the time of the call-out or during the initial communication between the City and the Contractor when the Contractor is tasked with the specific assignment. Unauthorized premium time work will be compensated at standard rates.

Invoices

Invoices pertaining to work conducted directly by the prime contractor must be consolidated into a single submission, supported by comprehensive documentation shall include timesheets, hourly rates, hours worked, number of workers, material receipts, and rental receipts. These documents are to be furnished within two weeks from the completion of the respective job. In instances where work is accomplished in collaboration with subcontractors, the contractor is expected to provide all relevant documents within three weeks. In scenarios where services extend beyond a four-week duration, monthly progress invoices will be required. Each invoice shall clearly reference the applicable approved Task Order number and include the dates of work, labor hours (straight and overtime), number of workers, and certified payroll, as applicable.

Special conditions

Slurry Seal

Emulsion-aggregate slurry shall be a stable mixture of emulsified asphalt, mineral aggregate, water, and when specified, accelerator or retardant and is herein referred to as slurry. Mixing and spreading of slurry shall be described in Subsection 302-4 of the Standard Specifications. The Materials for emulsion-aggregate slurry shall conform to Subsection 203-5 of the Standard Specifications. The ingredients of the slurry shall conform to the following:

- a. Emulsified asphalt shall be of a slow set or a quick set type conforming to the requirements for SS1h or CSS1h of Subsections 203-1.3, "Test Reports and Certification" and 203-3.2, "Testing Requirements" of the Standard Specifications. The cement mixing test will not be required for quickset anionic and cationic emulsified asphalt.
- b. The accelerator or retardant for quick setting emulsion shall be a type approved by the Engineer. The amount of accelerator or retardant to be included in the slurry shall be that amount necessary to ensure the applied slurry can support vehicular traffic within sixty (60) minutes after application.
- c. Water shall be clean, potable and compatible with the other ingredients of the slurry mixture.
- d. Aggregate shall be rock dust or other mineral aggregates approved by the Engineer and shall conform to the requirements of Section 200 of the Standard Specifications. The aggregate shall have a minimum sand equivalent of forty-five (Test Method No. California 217) and shall not have a moisture content in excess of four (4) percent weight.

The grading of the combined aggregate and percentage of emulsified asphalt shall be Type II in accordance with the requirements of Subsection 203-5.3, "Composition and Grading" of the Standard Specifications.

The upgrading of the combined aggregate and the percentage of emulsified asphalt shall be such as to conform to the requirements indicated in the following tabulation:

Sieve Size	Type II % passing
3/8"	100
#4 (4.76 mm)	90-100
#8 (2.38 mm)	65-90
#16 (1.19 mm)	45-70
#30 (600 microns)	30-50
#50 (300 microns)	18-36
#100 (150 microns)	10-24
#200 (75 microns)	5-15
Emulsified Asphalt, % of Aggregate Weight	14-18
Residual Asphalt, % of Aggregate Weight	7.5 min.

All required materials testing will be arranged for by the City. The cost of materials testing shall be borne by the City. The cost for any retesting as a result of the Contractor's failure to meet the requirements of the Specifications shall be charged to the contractor and withheld from final

payment.

Mixing and Equipment

Mixing shall be performed by continuous-flow mixer. All aggregate particles shall be uniformly saturated and coated with asphalt. The slurry mixer shall be a multi-blade or spiral continuous-flow unit in good working condition capable of delivering accurately a predetermined proportion of aggregate, water, emulsion and accelerator or retardant to the mixer and discharging the thoroughly mixed slurry on a continuous basis. Each mixer shall have a metering device to measure the quantity of water in gallons used in each load of slurry and a separate metering device or equivalent which meets the approval of the Engineer to measure the quantity of emulsified asphalt used in each load of slurry.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to assure a uniform controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the Agency, current licensed weighmaster's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall apply the slurry using a minimum of two continuous mixers available and a coordinator at all times with at least one competent quick-set-mixing man, one driver and sufficient laborers.

Street Surface Preparation

Immediately prior to the application of the slurry seal and subject to the approval of the Engineer, the street surface shall be thoroughly cleaned of all foreign material such as, but not limited to, leaves, sand, gravel and dirt. The method of street cleaning shall be by power vacuum broom and hand broom sufficient to provide for a bond between the existing pavement surface and the slurry seal.

Extensive oil and grease spots shall be removed before applying the slurry. An industrial detergent shall be used to scrub such spots away. The Contractor shall prevent any cleaner from entering the storm drain system. The Contractor shall be required to seal these areas with an acceptable sealant prior to the slurry placement.

Growing vegetation shall be removed from cracks in pavement and at the interface of pavement and gutter prior to sweeping. To facilitate the cleaning operations, the Contractor shall use a weed spray (Roundup or approved equivalent) two (2) weeks prior to slurry operations.

All vegetation and debris removed from the roadway surface shall be disposed of in accordance with Section 7-1.13, "Disposal of Materials Outside of the Highway Right-of-Way" of the Standard Specifications.

Payment for "Emulsion Aggregate Slurry (Type II)" shall be on a square foot unit price basis and shall be considered full compensation for furnishing labor, equipment and materials to provide emulsion aggregate slurry seal including removal of vegetation and for cleaning the existing pavement, including flushing with water and for disposing of all material removed from the roadway surfacing and for manhole, valve, street monument covers and pavement marker protection and for furnishing and applying weed spray and no additional compensation will be allowed therefor, when such work is included in an authorized Task Order or Change Order.

Crack Sealant

Small Crack Sealant

Small crack sealant material shall consist of an asphaltic emulsion mixture used for filling/sealing cracks in asphalt concrete up to 1" wide.

The small crack sealant material shall comply with section 37-6.02 MATERIALS of the CalTrans Standard Specifications 2018 edition. Type 1 for Residential/Local Streets and Type 2 for Major Streets and larger. Material shall be per Caltrans Authorized Material List for Asphalt Concrete Pavement Crack Treatment or equal approved by the Engineer.

Large Crack Sealant

Large crack sealant material shall consist of an asphaltic emulsion mixture used for filling/sealing cracks in asphalt concrete 1-2" wide.

Material shall be per Caltrans Authorized Material List for Asphalt Concrete Pavement Crack Treatment or equal approved by the Engineer.

Site Preparation

Treat cracks from ¼ to 2 inch in width for the entire length of the crack. All cracks to be sealed shall be completely clean, dry, and free of all loose material, vegetation, and any other foreign substance which may cause the sealant not to adhere to the crack wall.

The Contractor shall treat all vegetation within the limits of the paved area to receive surface seal treatment with a post emergent herbicide. Herbicide shall be applied at least 5 (five) working days prior to sealing the street. Allowance for the five-day period shall be shown in the schedule required per Section 6-1, Construction Schedule and Commencement of the Work.

Cracks shall be cleaned using a hot compressed air lance (HCL) apparatus. The Contractor shall clean and dry all cracks with the HCL immediately before sealing. Air exiting the lance shall be heated to a temperature sufficient enough to remove the oxidized surface from the crack walls. The HCL shall meet the following requirements:

- Compressed air capacity: 90 PSI min.
- Heated air temperatures: 600 F to 2,200 F
- Exit heated air: 1,000 ft/sec.
- Propane: 5 to 20 PSI

The joints and cracks shall be inspected and approved by the Engineer prior to placing the crack sealant material. Final joint and crack cleaning will be the same day of the sealing operation except as otherwise approved by the Engineer or his designee.

Application:

Small Cracks (1/4 – 1" wide)

Sealant shall be prepared and applied to the pavement cracks in conformance with all manufacturers' instructions except where noted otherwise in this document.

- Sealant shall be applied when the pavement surface temperature is greater than 50°F.

- Containers of hot-melt rubberized sealant shall be delivered to the job-site in unopened containers that are clearly marked with data showing the manufacturer's name, the product designation and the manufacturer's batch number and lot numbers.
- The hot-melt rubberized asphalt shall be melted in a jacketed, double boiler type melting unit.
- Application of the hot-melt sealant shall be made with a pressure feed applicator or pour pot.
- Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or entrapping air pockets.
- Apply crack treatment with a nozzle inserted into the crack. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The overband shall not exceed 1" on either side of the crack.
- If after two days the crack treatment is more than 1/4 inch below the specified level, the sealant fails, or the crack re-opens, re-treat the crack.
- Immediately remove crack treatment material that is spilled or deposited on the pavement surface. - Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment on the traveled way.
- Sweep up excess sand before opening to traffic.

Large Cracks (1 – 2" wide):

Sealant shall be installed per the manufacturer's recommendations.

Payment for "Crack Seal" shall be on a lump sum price basis and shall be consider full compensation for furnishing labor, equipment and materials for crack sealing cracks from 1/4" to 2" within project limits, per these specifications and no additional compensation shall be allowed, when such work is included in an authorized Task Order or Change Order.

Micro-Surfacing

Micro-surfacing shall consist of the application of a polymer-modified asphalt emulsion mixture composed of mineral aggregate, water, additives, and mineral filler, as required, to an existing asphalt concrete pavement surface. Work shall include surface preparation, crack treatment, mixing, placement, and all labor, materials, equipment, and incidentals necessary to complete the work as directed by the City.

Micro-surfacing work shall conform to Section 302-3, "Micro-Surfacing," of the Standard Specifications, as modified herein. Aggregate shall be Type II and shall conform to Subsection 200-1.8 of the Standard Specifications. The polymer-modified asphalt emulsion, mineral filler, water, and additives shall be compatible and meet all applicable Standard Specification requirements.

Mixing, Spreading and Application

Micro-surfacing shall be applied using a continuous-flow mixing unit capable of accurately proportioning all components. The application rate shall generally be 18 to 20 pounds per square yard (dry aggregate weight), unless otherwise directed by the City based on field conditions. The finished surface shall be uniform, free from streaks, segregation, or excessive buildup, and shall provide a smooth riding surface.

Surface Preparation

Immediately prior to application, the pavement surface shall be thoroughly cleaned of all dirt, debris, vegetation, oil, grease, and other deleterious materials. Surface preparation shall include sweeping, power brooming, and any additional cleaning necessary to ensure proper bonding of the micro-surfacing to the existing pavement. The Contractor shall submit a proposed mix design and application rate for review and approval by the City prior to placement.

Crack Treatment

Crack sealing and crack filling shall be performed prior to micro-surfacing operations, as directed by the City. All cracks between approximately 1/8 inch and 1 inch in width that are not designated for removal and replacement shall be cleaned and filled with an approved asphalt emulsion crack sealing material. Cracks shall be cleaned to remove all debris, vegetation, and loose material to ensure proper adhesion of the sealant. The Contractor shall allow sufficient curing time for crack sealant materials prior to placement of micro-surfacing.

Localized Pavement Repairs

Prior to micro-surfacing, the Contractor may be required to perform localized pavement repairs, including pothole repair, dig-outs, or asphalt patching, as directed by the City. All failed areas shall be addressed prior to application of micro-surfacing to ensure a stable surface.

Field Conditions and Application Requirements

The Contractor shall not apply micro-surfacing under unsuitable weather conditions, including when pavement surfaces are wet, when rain is imminent, or when temperatures are outside manufacturer recommendations. The applied micro-surfacing shall be capable of supporting vehicular traffic within a reasonable time, typically within one (1) hour, unless otherwise approved by the City.

Payment for "Micro-Surfacing" shall be on a square yard basis and shall be considered full compensation for furnishing all labor, materials, equipment, surface preparation, crack treatment, mixing, placement, traffic control, and incidentals necessary to complete the work, when such work is included in an authorized Task Order or Change Order.

Asphalt Concrete Pavement Repair

Before starting work on this item, the City shall mark or otherwise designate areas for asphalt pavement repair. The Contractor shall perform sawcutting, removal, and disposal of existing asphalt concrete and underlying materials as necessary to complete the repair. The required depth of removal and structural section shall vary based on field conditions and will be determined by the City. The Contractor may be required to perform exploratory potholing, proof-rolling, or other field investigation methods to evaluate existing pavement section and subgrade conditions. Based on these findings, the City will determine and direct the appropriate repair section.

Typical pavement repair sections may include, but are not limited to:

- Partial-depth asphalt concrete repair
- Full-depth asphalt concrete removal and replacement

- Placement of crushed miscellaneous base and asphalt concrete as directed

Where a full-depth repair is required, a typical section may consist of up to 6 inches of asphalt concrete over up to 8 inches of crushed miscellaneous base, unless otherwise directed by the City. Crushed miscellaneous base shall conform to Subsection 200-2.4, "Crushed Miscellaneous Base," of the Standard Specifications. Asphalt concrete pavement repair shall conform to Subsection 203-6, "Asphalt Concrete," and shall be constructed in accordance with Subsection 302-5, "Asphalt Concrete Pavement," of the Standard Specifications, as modified herein. Asphalt type shall be B2-PG 64-10. Tack coat shall be required and uniformly applied to all existing surfaces to receive asphalt concrete, including vertical faces, in accordance with Subsection 302-5.4, "Tack Coat." All repairs shall be completed to match existing grades and provide a smooth, flush transition with adjacent pavement.

Payment for "Asphalt Pavement Repair" shall be on a square foot basis and shall be considered full compensation for sawcutting; removal and disposal of existing pavement and base; placement and compaction of asphalt concrete and base materials as directed; preparation and placement of tack coat; and all labor, materials, equipment, and incidentals necessary to complete the work, when such work is included in an authorized Task Order or Change Order.

Adjust water/gas/utility valve box, cover and sleeve to grade

The Contractor shall adjust water valve, gas valve, and utility valve boxes and cover to grade. The work shall include protection; removal and/or raising or lowering of the valve box and cover, setting the valve box and cover to grade, and forming pavement or other constructed work around the valve box. The work may include sawcutting, removal and proper disposal of removed materials, and replacement with a new box or cover to be provided by others. The finished adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated by the contractor with the appropriate utility agency. If a valve box or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency.

The Contractor shall verify in the field with the Water Department the actual quantity and locations of the water valve box and cover adjustments. The Water Department will provide the Contractor with new utility covers, in lieu of existing damaged covers, to install and adjust to grade.

The Contractor shall remove all debris from within valve sleeves. Additional adjustments shall be necessary to keep the valve lid level with the surrounding pavement as the pavement is lowered and raised during the construction process.

Payment for "Adjust valve to grade" shall be price per each and shall be considered full compensation for furnishing labor, materials, equipment and all work necessary to adjust valve box, cover, and sleeve to grade and no additional compensation will be allowed therefore, when such work is included in an authorized Task Order or Change Order.

Adjust manhole frame and cover to grade

The Contractor shall adjust manhole frame and cover to grade. The work shall include protection, removal and/or raising or lowering the frame and cover, setting the frame and cover to grade, and forming pavement or other constructed work around the manhole frame and cover. The work may include saw-cutting, removal and proper disposal of removed material, adjusting manhole step, and replacement or reconstruction of frame and cover to be provided by others. The finished

adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated by the contractor with the appropriate utility agency. If the frame or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency. Additional adjustments shall be necessary to keep the frame and cover level with the surrounding pavement.

Payment for "Adjust manhole to grade" shall be price per each and shall be considered full compensation for furnishing labor, materials, equipment and all work necessary to adjust manhole to grade and no additional compensation will be allowed therefore, when such work is included in an authorized Task Order or Change Order.

Traffic Loop Detectors

Loop Detectors shall be Type D or E. Loop wire per Revised Caltrans Standard Plans ES-5B. Conductors for each inductive loop detector shall be continuous and unspliced from the installed loop to the pull box.

Loops shall be installed on the same day as which the loop slots are cut. This shall include placement of the loop conductors and appurtenances, splicing loops to existing detector loop cable and sealing of sawcut slots. Loops shall be sealed with a hot melt rubberized sealant. Loop activated traffic signal operations shall be restored within one week of completion of installation of ARHM in that area.

Payment for "Type E Inductive Vehicle Detector Loops" shall be on an each unit price basis and shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals, including sawcutting and sealing, necessary to provide and install loop detectors as specified herein, when such work is included in an authorized Task Order or Change Order.

Payment for "Type D Inductive Vehicle Detector Loops" shall be on an each unit price basis and shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals, including sawcutting and sealing, necessary to provide and install loop detectors as specified herein, when such work is included in an authorized Task Order or Change Order.

Traffic striping, markings and signage

Traffic striping, legend, and pavement markers within the area of work shall be installed in accordance with the improvement plan, the State Standard Specifications, Sections 84 and 85, Revised Standard Plans A20A to A20E, and Standard Plans A24A to A24F.

Traffic striping, legend markings, and stop limit/crosswalk lines shall be thermoplastic otherwise called for on the plans. All lane line, centerline and edge line widths shall be 4". All pavement markers shall be adhered with "epoxy"; Bituminous adhesive will not be accepted.

Blue raised retro-reflective bidirectional pavement marker shall be installed 6 inches off the street centerline at each fire hydrant, on the fire hydrant side of the roadway per California MUTCD section 3B.11 and figure 3B-102 (CA). Installation of Blue Reflectorized Pavement Markers including Pavement Markers across fire hydrants shall be considered as included in the lump sum for this item of work.

Pavement shall be temporarily striped and tabbed within 24 hours upon completion of pavement

grinding operation and installation of AC leveling course. Pavement shall be temporarily striped and tabbed a second time within 24 hours after installation of ARHM.

The Contractor shall perform all layout, alignment, and spotting. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 1/2 inch in 40 feet from the alignment shown on the plans. The Contractor shall mark or otherwise delineate the new traffic lanes and pavement markings within 24 hours after the removal or covering of existing striping or markings. No street shall be without proper striping over a weekend or holiday. Stop bars shall not remain unpainted overnight.

Payment for "Traffic Striping" shall be on a lump sum price basis and shall be considered full compensation for furnishing labor, materials, equipment, and disposal to complete the construction, including removing existing traffic striping and markings, installing traffic striping, pavement legends, markings, markers and blue raised markers for fire hydrant all in place as shown on exhibits and no additional compensation will be allowed therefor, when such work is included in an authorized Task Order or Change Order.

EXHIBIT “B”

SCHEDULE OF SERVICES

Contractor shall perform all services with the term of the Agreement and in accordance with timeframes for the specific services set forth under Exhibit “C” as well as the schedule(s) to be developed by Contractor and subject to the written approval of the City. City shall review Contractor's performance prior to the expiration of the Term. Within six months prior to conclusion of the Term, the City, in its sole discretion, may agree to extend the Term of this Agreement as set forth in Section 3.1.2 and upon mutual agreement in writing by the Parties. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates of compensation may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties for the prior year.

EXHIBIT "C"

COMPENSATION

- The total compensation under this Agreement shall not exceed One Million Dollars (\$1,000,000) for the initial one-year term.
- The Agreement may be renewed for up to four (4) additional one-year terms, for a maximum total term of five (5) years.
- In the event this Agreement is renewed, the rates of compensation may be adjusted at the time of each renewal, subject to mutual written agreement of the Parties. Any increase in rates shall not exceed the percentage change in the Consumer Price Index (CPI), All Urban Consumers, Los Angeles–Riverside–Orange County region, for the most recent twelve (12) month period available at the time of renewal.
- Contractor shall submit certified payroll records with invoices for City records and upload on DIR website. Labor calcification should be similar with Certified Payroll Records submitted to the DIR.
- For work entirely executed by the prime contractor, a 15% markup encompassing overhead, profits, and bonds shall be applied to the prime contractor's actual labor and material expenses, serving as the sole compensation for all forms of overhead, bonds and profit within the work order.
- For subcontractor-performed tasks, the prime contractor is eligible for a 10% markup on the subcontractor's actual costs, covering the totality of overhead, bonds, and profit. The subcontractor is entitled to apply a 10% markup to their actual expenses, covering the totality of overhead, bonds, and profit.
- Payment for straight time and premium rates, and the equipment rates that the contractor provides herein may be used for Time and Material Work, Crew Rate Work, or Immediate Response Work at the sole discretion of the City.
- Standard Pricing includes all labor, equipment, materials and mobilization costs.
- Contractor may include additional rates as attachment

Classification	Straight Time (\$/hr)	Premium Time (\$/hr)
Superintendent	225.00	315.00
Foreman	185.00	265.00
Equipment Operator	150.00	225.00
Laborer	120.00	180.00
Four-Man Crew: Skip Loader, Dump Truck, 3-5 Ton Roller, Flatbed, w/Compressor & Tools	1,630.00	1,900.00

ASPHALT			
	Quantity	Unit	Unit Price
Asphalt (2" removal and replacement)	100-500	SF	80.00
	501-2,000		21.00
	2,001-5,000		10.00
	5,001- 15,000		4.75
	15,001-30,000		3.50
	30,001-50,000		3.35
	50,001-100,000		2.85
	100,001 and up		2.50
Asphalt (4" removal and replacement)	100-500	SF	80.00
	501-2,000		22.50
	2,001-5,000		12.50
	5,001- 15,000		6.85
	15,001-30,000		6.75
	30,001-50,000		6.70
	50,001-100,000		5.65
	100,001 and up		5.00
Asphalt (6" removal and replacement)	100-500	SF	82.00
	501-2,000		24.50
	2,001-5,000		14.30
	5,001- 15,000		10.75
	15,001-30,000		10.35
	30,001-50,000		10.00
	50,001-100,000		8.40
	100,001 and up		7.45
Asphalt (8" removal and replacement)	100-500	SF	83.25
	501-2,000		26.50
	2,001-5,000		16.00
	5,001- 15,000		15.50
	15,001-30,000		14.00
	30,001-50,000		13.35
	50,001-100,000		11.20
	100,001 and up		9.90

SLURRY SEAL			
Crack Seak and Emulsion Aggregate Slurry (Type II)	Quantity	Unit	Unit Price
	0-10,000	SF	4.60
	10,001-50,000		1.00
	50,001-100,000		0.50
	100,001 – 500,000		0.30
	500,001 and up		0.25

MICROSURFACING			
Micro-Surfacing (Type II)	Quantity	Unit	Unit Price
	0-5,000	SY	11.75
	5,001-10,000		5.10
	10,001-50,000		3.10
	50,001-100,000		2.85
	100,001 and up		2.80

CONCRETE			
Concrete Cross-Gutter (Removal and Replacement 8" thick)	Quantity	Unit	Unit Price
	10-100	SF	95.00
	101-500		50.00
	501 and up		40.00
type "A-2" curb and gutter (Removal and replacement)	10-100	LF	180.00
	101-500		115.00
	501 and up		95.00
type "A" curb and gutter (Removal and replacement)	10-100	LF	155.00
	101-500		95.00
	501 and up		80.00
type "D" curb and gutter (Removal and replacement)	10-100	LF	155.00
	101-500		90.00
	501 and up		78.00

type "D-2" curb and gutter (Removal and replacement)	10-100	LF	185.00
	101-500		113.00
	501 and up		95.00
type "D-1" curb and gutter (Removal and replacement)	10-100	LF	130.00
	101-500		75.00
	501 and up		65.00
type "B" curb (Removal and replacement)	10-100	LF	105.00
	101-500		60.00
	501 and up		50.00
4" sidewalk (removal and replacement)	10-100	SF	55.00
	101-500		40.00
	501-1000		25.00
	1,001-5,000		23.00
	5,001 and up		19.00

STRIPING (Two coats paint)			
	Quantity	Unit	Unit Price
4" skip line	1 and up	LF	0.70
4" solid line	1 and up		0.80
8" solid line	1 and up		1.35
double yellow	1 and up		1.10
crosswalk	1 and up		4.50
arrow, stop legend	1 and up	EA	345.00

MISCELLANEOUS			
	Quantity	Unit	Unit Price
Utility valve - adjust to grade	1 and up	EA	2,000.00
Sewer manhole - adjust to grade	1 and up		2,500.00
Type D Inductive Vehicle Detector Loop	1 and up		1,670.00
Type E Inductive Vehicle Detector Loop	1 and up		1,645.00
Crushed Miscellaneous Base (Placement and Compaction)	1 and up	CY	600.00

CITY OF SIGNAL HILL
AGREEMENT FOR GENERAL SERVICES
Citywide Pavement Maintenance Services Master Agreement

1. PARTIES AND DATE

This Master Agreement for Street Pavement Maintenance Services ("Agreement") 9th day of June, 2026 by and between the City of Signal Hill, a municipal corporation organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Paveco Construction Incorporated, a California Corporation with its principal place of business at 5049 Bleecker St., Baldwin Park, CA 91706 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Street Maintenance Services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Street Pavement Maintenance Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Master Agreement for Street Pavement Maintenance Services** ("Project") as set forth in this Agreement.

2.3 Incorporation of Documents.

If applicable, this Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Notice Inviting Proposals, Request for Proposals, and Contractor's Proposal.

3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from July 1, 2026 to June 30, 2027 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to extend the term of this Agreement for no more than four additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services/Time for Performance.

(a) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement. Should a Force Majeure Event occur, the non-performing Party

shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Gregory Fleming, President

3.2.5 City's Representative. City hereby designates the Public Works Director and/or Contracts Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Gregory Fleming, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any

services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Labor

(a) Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(d) Acknowledgment of Employment Relationship. Contractor shall provide each of its employees who it assigns to provide the Services with a copy of the "ACKNOWLEDGMENT OF EMPLOYMENT RELATIONSHIP" attached hereto as Exhibit D ("Acknowledgment"). Each employee who provides the Services must execute the Acknowledgment before Contractor may permit the employee to provide Services for City. Contractor shall provide a copy of each executed Acknowledgment to City upon City's request.

(e) Labor Code Compliance; Audit Rights. City shall have the right to audit Contractor's compliance with this Agreement and California Labor laws with respect to Contractor's personnel, including, but not limited to, Contractor's compliance with Sections 3.2.1, 3.2.10, and 3.6. Upon City's request, Contractor shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Contractor's personnel who provide the Services.

3.2.11 Insurance.

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$2,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$2,000,000 each accident.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$2,000,000 per accident for bodily injury and disease.

(4) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(c) Endorsements.

(1) The policy or policies of insurance required by Section 3.2.11(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance and (iv) Contractor's Pollution Liability shall be endorsed to provide the following:

- (1) Additional Insured: City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
- (2) Products/completed operations. Products liability coverage shall extend for a minimum of three years (3) after project completion, and completed operations coverage for construction agreements shall extend for 10 years from the date of substantial completion of the project or the statute of repose, whichever is longer. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed

Operations coverage.

- (3) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (4) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (5) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (6) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (7) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.
- (8) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(2) The policy or policies of insurance required by Section 3.2.11(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Million Dollars (\$1,000,000) without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Paveco Construction Incorporated
5049 Bleecker Street
Baldwin Park, CA 91706
Attn: Gregory Fleming, President

City:

City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
Attn: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subconsultants and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.6 Independent Contractors and Subcontracting

3.6.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

**SIGNATURE PAGE FOR AGREEMENT
FOR GENERAL SERVICES
BETWEEN THE CITY OF SIGNAL HILL
AND PAVECO CONSTRUCTION INCORPORATED**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SIGNAL HILL

**PAVECO CONSTRUCTION
INCORPORATED**

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO
SIGNATURES, President **OR** Vice
President **AND** Secretary **OR**
Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

General Scope of Work

The scope of work consists of providing on-call as needed street, sidewalk, and public right-of-way maintenance and repair services throughout the City. The Contractor shall furnish all labor, materials, tools, equipment, transportation, traffic control, and incidentals necessary to perform the work as directed by the City. The selected contractor will be awarded the contract with a “not to exceed amount” and established prices for labor, equipment, and materials.

Typical work may include, but is not limited to:

- Micro-surfacing
- Slurry seal (Type II)
- Asphalt concrete patching and pothole repair
- Crack sealing
- Grinding and asphalt concrete overlay (as needed)
- Removal and replacement of sidewalks, curb and gutter, cross gutters, and drive approaches
- ADA curb ramps and associated improvements
- Adjustment of utility covers, valve boxes, and manholes to grade
- Pavement markings, striping, markers, and traffic loop detectors
- Surface preparation, cleaning, and disposal of materials
- Traffic control, public notification, and coordination with utilities and agencies

Work locations, quantities, and specific treatments will vary and will be determined by the City based on maintenance needs. The City reserves the right to determine the type, extent, and timing of all work performed under this Contract.

Master Agreement Contract Structure

This Contract is a unit price, as-needed maintenance Master Agreement Contract. The bid schedule establishes unit prices and/or lump sum pricing for various work items; however, no specific quantities or scope of work are guaranteed. Work will be authorized by the City through individual Task Orders and/or Change Orders, which will define:

- Scope of work
- Location
- Quantities
- Schedule

The Contractor shall not perform any work without prior written authorization from the City.

The City does not guarantee a minimum amount of work under this Contract.

Contract Term and Compensation

The initial term of this Agreement shall be one (1) year from the date of execution. The total compensation under this Agreement shall not exceed One Million Dollars (\$1,000,000) for the initial one-year term. The Agreement may be renewed for up to four (4) additional one-year terms, for a maximum total term of five (5) years. Compensation for work performed under this Contract shall be based on the unit prices and/or lump sum amounts established in the Contract documents.

For each Task Order or Change Order:

- Only the specific work items and quantities authorized will be compensated
- Not all bid items included in the Contract will be utilized on every Task Order
- Payment shall be based on:

- Actual quantities of work performed at the bid unit prices, or
- An agreed-upon lump sum amount, if approved in advance by the City

Any reference in these specifications to “full compensation,” “lump sum payment,” or similar language shall be interpreted to mean full compensation for that specific item of work only when it is included in an authorized Task Order or Change Order, and shall not imply that the item will be performed or paid on a lump sum basis for the entire Contract. Unit prices and lump sum amounts shall include full compensation for all labor, materials, equipment, overhead, profit, and incidentals necessary to complete the work.

Work Request Procedure

Routine Construction, Maintenance and Repair Services

The selected contractor(s) will be asked to provide written proposal for each individual task upon request by the City. Unit prices shall be based on the established contract unit prices and/or agreed-upon lump sum pricing. The Contractor shall submit a written proposal within seven (7) calendar days following receipt of the City’s request, unless otherwise directed. Upon approval by the City, a Notice to Proceed (NTP) will be issued for the specific Task Order. Upon issuance of the NTP, the work shall be scheduled with a minimum of seven (7) business days’ notice, unless otherwise authorized. The Contractor shall provide documentation of all work performed, including Daily Reports, quantities, labor, equipment, and materials used.

Immediate Repair Services

Immediate repair services may be requested via telephone by the Public Works Director or his designee. Immediate repair requests may occur at any time including nights, weekends and holidays. A 24-hour response time is required with possible exceptions to be determined by City staff. Work shall generally be performed on a unit price basis in accordance with the bid schedule. Time and Materials (T&M) work may be authorized by the City for emergency or immediate repair services and may proceed without a prior written quote when directed by the City. All traffic controls, equipment and materials will be provided by the contractor. Documentation of work by the selected contractor is required. Daily Report of all activities, findings and solutions shall be provided along with the T&M sheets for all projects. Schedule changes must be submitted as soon as possible and/or when unexpected conflicts arise.

Performance Standards

All work shall be planned, executed, and completed in accordance with the most recent version of the Standards for Public Works Construction and the City of Signal Hill Standards. All traffic control measures shall follow the latest Edition of the CA MUTCD guidelines. The Contractor shall maintain a valid Class A Contractor’s License throughout the duration of the Contract.

Materials

Unless provided by City staff, all materials furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to inspection and approval by the City.

Safety

All work performed to complete scope of work herein shall be performed in a manner to provide maximum safety to the public, and where applicable, shall comply with all applicable safety standards and regulations included requirements by CAL-OSHA. All precautions shall be taken

for health, safety and property damage in responding to all requests for services. The City of Signal Hill Public Works Department will monitor conditions that may impact the safety of the infrastructure and customers. Direction may be given by a Public Works Department staff member to maintain safety, but compliance with all safety regulations is the responsibility of the contractor. The Public Works Director or his designee reserves the right to issue a restraint or cease and desist order to the Contractor when unsafe or harmful acts are observed, or reported, relative to performance of scope of work.

Environmental

The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor personnel and the public during the performance and execution of the work in this contract. Where applicable, the Contractor will comply with all federal, state, regional, and local environmental regulations in force during the period of this agreement. Any violation of these rules and requirements, unless promptly corrected as directed by the City, shall be grounds for termination of this agreement.

Subcontractors

The selected contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty contractors. Subcontractors may not be responsible for more than 50% of the total work on any given project requested under this Master Agreement. All subcontractors must be listed in the contractor's proposal. The selected contractor shall not grant any work to an unlisted subcontractor(s) without prior approval from the City. The selected contractor and all listed subcontractors shall comply to all licenses, certifications, registrations and requirements set forth in the RFP documents and master agreement. The selected contractor shall be fully responsible to the City for the performance of their subcontractors and staff either indirectly or directly employed by them.

Rates

All work performed between the hours of 7:00 AM and 5:00 PM, Monday to Friday, shall be considered straight time. Work outside these hours shall be considered premium time and must be approved in advance by the City. If the contractor anticipates billing or utilizing premium time rates for the City due to union arrangements or other reasons, such arrangements shall be communicated to the City at the time of the call-out or during the initial communication between the City and the Contractor when the Contractor is tasked with the specific assignment. Unauthorized premium time work will be compensated at standard rates.

Invoices

Invoices pertaining to work conducted directly by the prime contractor must be consolidated into a single submission, supported by comprehensive documentation shall include timesheets, hourly rates, hours worked, number of workers, material receipts, and rental receipts. These documents are to be furnished within two weeks from the completion of the respective job. In instances where work is accomplished in collaboration with subcontractors, the contractor is expected to provide all relevant documents within three weeks. In scenarios where services extend beyond a four-week duration, monthly progress invoices will be required. Each invoice shall clearly reference the applicable approved Task Order number and include the dates of work, labor hours (straight and overtime), number of workers, and certified payroll, as applicable.

Special conditions

Slurry Seal

Emulsion-aggregate slurry shall be a stable mixture of emulsified asphalt, mineral aggregate, water, and when specified, accelerator or retardant and is herein referred to as slurry. Mixing and spreading of slurry shall be described in Subsection 302-4 of the Standard Specifications. The Materials for emulsion-aggregate slurry shall conform to Subsection 203-5 of the Standard Specifications. The ingredients of the slurry shall conform to the following:

- a. Emulsified asphalt shall be of a slow set or a quick set type conforming to the requirements for SS1h or CSS1h of Subsections 203-1.3, "Test Reports and Certification" and 203-3.2, "Testing Requirements" of the Standard Specifications. The cement mixing test will not be required for quickset anionic and cationic emulsified asphalt.
- b. The accelerator or retardant for quick setting emulsion shall be a type approved by the Engineer. The amount of accelerator or retardant to be included in the slurry shall be that amount necessary to ensure the applied slurry can support vehicular traffic within sixty (60) minutes after application.
- c. Water shall be clean, potable and compatible with the other ingredients of the slurry mixture.
- d. Aggregate shall be rock dust or other mineral aggregates approved by the Engineer and shall conform to the requirements of Section 200 of the Standard Specifications. The aggregate shall have a minimum sand equivalent of forty-five (Test Method No. California 217) and shall not have a moisture content in excess of four (4) percent weight.

The grading of the combined aggregate and percentage of emulsified asphalt shall be Type II in accordance with the requirements of Subsection 203-5.3, "Composition and Grading" of the Standard Specifications.

The upgrading of the combined aggregate and the percentage of emulsified asphalt shall be such as to conform to the requirements indicated in the following tabulation:

Sieve Size	Type II % passing
3/8"	100
#4 (4.76 mm)	90-100
#8 (2.38 mm)	65-90
#16 (1.19 mm)	45-70
#30 (600 microns)	30-50
#50 (300 microns)	18-36
#100 (150 microns)	10-24
#200 (75 microns)	5-15
Emulsified Asphalt, % of Aggregate Weight	14-18
Residual Asphalt, % of Aggregate Weight	7.5 min.

All required materials testing will be arranged for by the City. The cost of materials testing shall be borne by the City. The cost for any retesting as a result of the Contractor's failure to meet the requirements of the Specifications shall be charged to the contractor and withheld from final

payment.

Mixing and Equipment

Mixing shall be performed by continuous-flow mixer. All aggregate particles shall be uniformly saturated and coated with asphalt. The slurry mixer shall be a multi-blade or spiral continuous-flow unit in good working condition capable of delivering accurately a predetermined proportion of aggregate, water, emulsion and accelerator or retardant to the mixer and discharging the thoroughly mixed slurry on a continuous basis. Each mixer shall have a metering device to measure the quantity of water in gallons used in each load of slurry and a separate metering device or equivalent which meets the approval of the Engineer to measure the quantity of emulsified asphalt used in each load of slurry.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to assure a uniform controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the Agency, current licensed weighmaster's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall apply the slurry using a minimum of two continuous mixers available and a coordinator at all times with at least one competent quick-set-mixing man, one driver and sufficient laborers.

Street Surface Preparation

Immediately prior to the application of the slurry seal and subject to the approval of the Engineer, the street surface shall be thoroughly cleaned of all foreign material such as, but not limited to, leaves, sand, gravel and dirt. The method of street cleaning shall be by power vacuum broom and hand broom sufficient to provide for a bond between the existing pavement surface and the slurry seal.

Extensive oil and grease spots shall be removed before applying the slurry. An industrial detergent shall be used to scrub such spots away. The Contractor shall prevent any cleaner from entering the storm drain system. The Contractor shall be required to seal these areas with an acceptable sealant prior to the slurry placement.

Growing vegetation shall be removed from cracks in pavement and at the interface of pavement and gutter prior to sweeping. To facilitate the cleaning operations, the Contractor shall use a weed spray (Roundup or approved equivalent) two (2) weeks prior to slurry operations.

All vegetation and debris removed from the roadway surface shall be disposed of in accordance with Section 7-1.13, "Disposal of Materials Outside of the Highway Right-of-Way" of the Standard Specifications.

Payment for "Emulsion Aggregate Slurry (Type II)" shall be on a square foot unit price basis and shall be considered full compensation for furnishing labor, equipment and materials to provide emulsion aggregate slurry seal including removal of vegetation and for cleaning the existing pavement, including flushing with water and for disposing of all material removed from the roadway surfacing and for manhole, valve, street monument covers and pavement marker protection and for furnishing and applying weed spray and no additional compensation will be allowed therefor, when such work is included in an authorized Task Order or Change Order.

Crack Sealant

Small Crack Sealant

Small crack sealant material shall consist of an asphaltic emulsion mixture used for filling/sealing cracks in asphalt concrete up to 1" wide.

The small crack sealant material shall comply with section 37-6.02 MATERIALS of the CalTrans Standard Specifications 2018 edition. Type 1 for Residential/Local Streets and Type 2 for Major Streets and larger. Material shall be per Caltrans Authorized Material List for Asphalt Concrete Pavement Crack Treatment or equal approved by the Engineer.

Large Crack Sealant

Large crack sealant material shall consist of an asphaltic emulsion mixture used for filling/sealing cracks in asphalt concrete 1-2" wide.

Material shall be per Caltrans Authorized Material List for Asphalt Concrete Pavement Crack Treatment or equal approved by the Engineer.

Site Preparation

Treat cracks from ¼ to 2 inch in width for the entire length of the crack. All cracks to be sealed shall be completely clean, dry, and free of all loose material, vegetation, and any other foreign substance which may cause the sealant not to adhere to the crack wall.

The Contractor shall treat all vegetation within the limits of the paved area to receive surface seal treatment with a post emergent herbicide. Herbicide shall be applied at least 5 (five) working days prior to sealing the street. Allowance for the five-day period shall be shown in the schedule required per Section 6-1, Construction Schedule and Commencement of the Work.

Cracks shall be cleaned using a hot compressed air lance (HCL) apparatus. The Contractor shall clean and dry all cracks with the HCL immediately before sealing. Air exiting the lance shall be heated to a temperature sufficient enough to remove the oxidized surface from the crack walls. The HCL shall meet the following requirements:

- Compressed air capacity: 90 PSI min.
- Heated air temperatures: 600 F to 2,200 F
- Exit heated air: 1,000 ft/sec.
- Propane: 5 to 20 PSI

The joints and cracks shall be inspected and approved by the Engineer prior to placing the crack sealant material. Final joint and crack cleaning will be the same day of the sealing operation except as otherwise approved by the Engineer or his designee.

Application:

Small Cracks (1/4 – 1" wide)

Sealant shall be prepared and applied to the pavement cracks in conformance with all manufacturers' instructions except where noted otherwise in this document.

- Sealant shall be applied when the pavement surface temperature is greater than 50°F.

- Containers of hot-melt rubberized sealant shall be delivered to the job-site in unopened containers that are clearly marked with data showing the manufacturer's name, the product designation and the manufacturer's batch number and lot numbers.
- The hot-melt rubberized asphalt shall be melted in a jacketed, double boiler type melting unit.
- Application of the hot-melt sealant shall be made with a pressure feed applicator or pour pot.
- Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or entrapping air pockets.
- Apply crack treatment with a nozzle inserted into the crack. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The overband shall not exceed 1" on either side of the crack.
- If after two days the crack treatment is more than 1/4 inch below the specified level, the sealant fails, or the crack re-opens, re-treat the crack.
- Immediately remove crack treatment material that is spilled or deposited on the pavement surface. - Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment on the traveled way.
- Sweep up excess sand before opening to traffic.

Large Cracks (1 – 2" wide):

Sealant shall be installed per the manufacturer's recommendations.

Payment for "Crack Seal" shall be on a lump sum price basis and shall be consider full compensation for furnishing labor, equipment and materials for crack sealing cracks from 1/4" to 2" within project limits, per these specifications and no additional compensation shall be allowed, when such work is included in an authorized Task Order or Change Order.

Micro-Surfacing

Micro-surfacing shall consist of the application of a polymer-modified asphalt emulsion mixture composed of mineral aggregate, water, additives, and mineral filler, as required, to an existing asphalt concrete pavement surface. Work shall include surface preparation, crack treatment, mixing, placement, and all labor, materials, equipment, and incidentals necessary to complete the work as directed by the City.

Micro-surfacing work shall conform to Section 302-3, "Micro-Surfacing," of the Standard Specifications, as modified herein. Aggregate shall be Type II and shall conform to Subsection 200-1.8 of the Standard Specifications. The polymer-modified asphalt emulsion, mineral filler, water, and additives shall be compatible and meet all applicable Standard Specification requirements.

Mixing, Spreading and Application

Micro-surfacing shall be applied using a continuous-flow mixing unit capable of accurately proportioning all components. The application rate shall generally be 18 to 20 pounds per square yard (dry aggregate weight), unless otherwise directed by the City based on field conditions. The finished surface shall be uniform, free from streaks, segregation, or excessive buildup, and shall provide a smooth riding surface.

Surface Preparation

Immediately prior to application, the pavement surface shall be thoroughly cleaned of all dirt, debris, vegetation, oil, grease, and other deleterious materials. Surface preparation shall include sweeping, power brooming, and any additional cleaning necessary to ensure proper bonding of the micro-surfacing to the existing pavement. The Contractor shall submit a proposed mix design and application rate for review and approval by the City prior to placement.

Crack Treatment

Crack sealing and crack filling shall be performed prior to micro-surfacing operations, as directed by the City. All cracks between approximately 1/8 inch and 1 inch in width that are not designated for removal and replacement shall be cleaned and filled with an approved asphalt emulsion crack sealing material. Cracks shall be cleaned to remove all debris, vegetation, and loose material to ensure proper adhesion of the sealant. The Contractor shall allow sufficient curing time for crack sealant materials prior to placement of micro-surfacing.

Localized Pavement Repairs

Prior to micro-surfacing, the Contractor may be required to perform localized pavement repairs, including pothole repair, dig-outs, or asphalt patching, as directed by the City. All failed areas shall be addressed prior to application of micro-surfacing to ensure a stable surface.

Field Conditions and Application Requirements

The Contractor shall not apply micro-surfacing under unsuitable weather conditions, including when pavement surfaces are wet, when rain is imminent, or when temperatures are outside manufacturer recommendations. The applied micro-surfacing shall be capable of supporting vehicular traffic within a reasonable time, typically within one (1) hour, unless otherwise approved by the City.

Payment for "Micro-Surfacing" shall be on a square yard basis and shall be considered full compensation for furnishing all labor, materials, equipment, surface preparation, crack treatment, mixing, placement, traffic control, and incidentals necessary to complete the work, when such work is included in an authorized Task Order or Change Order.

Asphalt Concrete Pavement Repair

Before starting work on this item, the City shall mark or otherwise designate areas for asphalt pavement repair. The Contractor shall perform sawcutting, removal, and disposal of existing asphalt concrete and underlying materials as necessary to complete the repair. The required depth of removal and structural section shall vary based on field conditions and will be determined by the City. The Contractor may be required to perform exploratory potholing, proof-rolling, or other field investigation methods to evaluate existing pavement section and subgrade conditions. Based on these findings, the City will determine and direct the appropriate repair section.

Typical pavement repair sections may include, but are not limited to:

- Partial-depth asphalt concrete repair
- Full-depth asphalt concrete removal and replacement

- Placement of crushed miscellaneous base and asphalt concrete as directed

Where a full-depth repair is required, a typical section may consist of up to 6 inches of asphalt concrete over up to 8 inches of crushed miscellaneous base, unless otherwise directed by the City. Crushed miscellaneous base shall conform to Subsection 200-2.4, "Crushed Miscellaneous Base," of the Standard Specifications. Asphalt concrete pavement repair shall conform to Subsection 203-6, "Asphalt Concrete," and shall be constructed in accordance with Subsection 302-5, "Asphalt Concrete Pavement," of the Standard Specifications, as modified herein. Asphalt type shall be B2-PG 64-10. Tack coat shall be required and uniformly applied to all existing surfaces to receive asphalt concrete, including vertical faces, in accordance with Subsection 302-5.4, "Tack Coat." All repairs shall be completed to match existing grades and provide a smooth, flush transition with adjacent pavement.

Payment for "Asphalt Pavement Repair" shall be on a square foot basis and shall be considered full compensation for sawcutting; removal and disposal of existing pavement and base; placement and compaction of asphalt concrete and base materials as directed; preparation and placement of tack coat; and all labor, materials, equipment, and incidentals necessary to complete the work, when such work is included in an authorized Task Order or Change Order.

Adjust water/gas/utility valve box, cover and sleeve to grade

The Contractor shall adjust water valve, gas valve, and utility valve boxes and cover to grade. The work shall include protection; removal and/or raising or lowering of the valve box and cover, setting the valve box and cover to grade, and forming pavement or other constructed work around the valve box. The work may include sawcutting, removal and proper disposal of removed materials, and replacement with a new box or cover to be provided by others. The finished adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated by the contractor with the appropriate utility agency. If a valve box or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency.

The Contractor shall verify in the field with the Water Department the actual quantity and locations of the water valve box and cover adjustments. The Water Department will provide the Contractor with new utility covers, in lieu of existing damaged covers, to install and adjust to grade.

The Contractor shall remove all debris from within valve sleeves. Additional adjustments shall be necessary to keep the valve lid level with the surrounding pavement as the pavement is lowered and raised during the construction process.

Payment for "Adjust valve to grade" shall be price per each and shall be considered full compensation for furnishing labor, materials, equipment and all work necessary to adjust valve box, cover, and sleeve to grade and no additional compensation will be allowed therefore, when such work is included in an authorized Task Order or Change Order.

Adjust manhole frame and cover to grade

The Contractor shall adjust manhole frame and cover to grade. The work shall include protection, removal and/or raising or lowering the frame and cover, setting the frame and cover to grade, and forming pavement or other constructed work around the manhole frame and cover. The work may include saw-cutting, removal and proper disposal of removed material, adjusting manhole step, and replacement or reconstruction of frame and cover to be provided by others. The finished

adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated by the contractor with the appropriate utility agency. If the frame or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency. Additional adjustments shall be necessary to keep the frame and cover level with the surrounding pavement.

Payment for "Adjust manhole to grade" shall be price per each and shall be considered full compensation for furnishing labor, materials, equipment and all work necessary to adjust manhole to grade and no additional compensation will be allowed therefore, when such work is included in an authorized Task Order or Change Order.

Traffic Loop Detectors

Loop Detectors shall be Type D or E. Loop wire per Revised Caltrans Standard Plans ES-5B. Conductors for each inductive loop detector shall be continuous and unspliced from the installed loop to the pull box.

Loops shall be installed on the same day as which the loop slots are cut. This shall include placement of the loop conductors and appurtenances, splicing loops to existing detector loop cable and sealing of sawcut slots. Loops shall be sealed with a hot melt rubberized sealant. Loop activated traffic signal operations shall be restored within one week of completion of installation of ARHM in that area.

Payment for "Type E Inductive Vehicle Detector Loops" shall be on an each unit price basis and shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals, including sawcutting and sealing, necessary to provide and install loop detectors as specified herein, when such work is included in an authorized Task Order or Change Order.

Payment for "Type D Inductive Vehicle Detector Loops" shall be on an each unit price basis and shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals, including sawcutting and sealing, necessary to provide and install loop detectors as specified herein, when such work is included in an authorized Task Order or Change Order.

Traffic striping, markings and signage

Traffic striping, legend, and pavement markers within the area of work shall be installed in accordance with the improvement plan, the State Standard Specifications, Sections 84 and 85, Revised Standard Plans A20A to A20E, and Standard Plans A24A to A24F.

Traffic striping, legend markings, and stop limit/crosswalk lines shall be thermoplastic otherwise called for on the plans. All lane line, centerline and edge line widths shall be 4". All pavement markers shall be adhered with "epoxy"; Bituminous adhesive will not be accepted.

Blue raised retro-reflective bidirectional pavement marker shall be installed 6 inches off the street centerline at each fire hydrant, on the fire hydrant side of the roadway per California MUTCD section 3B.11 and figure 3B-102 (CA). Installation of Blue Reflectorized Pavement Markers including Pavement Markers across fire hydrants shall be considered as included in the lump sum for this item of work.

Pavement shall be temporarily striped and tabbed within 24 hours upon completion of pavement

grinding operation and installation of AC leveling course. Pavement shall be temporarily striped and tabbed a second time within 24 hours after installation of ARHM.

The Contractor shall perform all layout, alignment, and spotting. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 1/2 inch in 40 feet from the alignment shown on the plans. The Contractor shall mark or otherwise delineate the new traffic lanes and pavement markings within 24 hours after the removal or covering of existing striping or markings. No street shall be without proper striping over a weekend or holiday. Stop bars shall not remain unpainted overnight.

Payment for "Traffic Striping" shall be on a lump sum price basis and shall be considered full compensation for furnishing labor, materials, equipment, and disposal to complete the construction, including removing existing traffic striping and markings, installing traffic striping, pavement legends, markings, markers and blue raised markers for fire hydrant all in place as shown on exhibits and no additional compensation will be allowed therefor, when such work is included in an authorized Task Order or Change Order.

EXHIBIT “B”

SCHEDULE OF SERVICES

Contractor shall perform all services with the term of the Agreement and in accordance with timeframes for the specific services set forth under Exhibit “C” as well as the schedule(s) to be developed by Contractor and subject to the written approval of the City. City shall review Contractor's performance prior to the expiration of the Term. Within six months prior to conclusion of the Term, the City, in its sole discretion, may agree to extend the Term of this Agreement as set forth in Section 3.1.2 and upon mutual agreement in writing by the Parties. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates of compensation may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties for the prior year.

EXHIBIT "C"

COMPENSATION

- The total compensation under this Agreement shall not exceed One Million Dollars (\$1,000,000) for the initial one-year term.
- The Agreement may be renewed for up to four (4) additional one-year terms, for a maximum total term of five (5) years.
- In the event this Agreement is renewed, the rates of compensation may be adjusted at the time of each renewal, subject to mutual written agreement of the Parties. Any increase in rates shall not exceed the percentage change in the Consumer Price Index (CPI), All Urban Consumers, Los Angeles–Riverside–Orange County region, for the most recent twelve (12) month period available at the time of renewal.
- Contractor shall submit certified payroll records with invoices for City records and upload on DIR website. Labor calcification should be similar with Certified Payroll Records submitted to the DIR.
- For work entirely executed by the prime contractor, a 15% markup encompassing overhead, profits, and bonds shall be applied to the prime contractor's actual labor and material expenses, serving as the sole compensation for all forms of overhead, bonds and profit within the work order.
- For subcontractor-performed tasks, the prime contractor is eligible for a 10% markup on the subcontractor's actual costs, covering the totality of overhead, bonds, and profit. The subcontractor is entitled to apply a 10% markup to their actual expenses, covering the totality of overhead, bonds, and profit.
- Payment for straight time and premium rates, and the equipment rates that the contractor provides herein may be used for Time and Material Work, Crew Rate Work, or Immediate Response Work at the sole discretion of the City.
- Standard Pricing includes all labor, equipment, materials and mobilization costs.
- Contractor may include additional rates as attachment

Classification	Straight Time (\$/hr)	Premium Time (\$/hr)
Superintendent	\$175.00	\$240.00
Foreman	\$160.00	\$215.00
Equipment Operator	\$160.00	\$215.00
Laborer	\$122.50	\$160.00
Four-Man Crew: Skip Loader, Dump Truck, 3-5 Ton Roller, Flatbed, w/Compressor & Tools	\$1,000.00	\$1,185.00

ASPHALT			
	Quantity	Unit	Unit Price
Asphalt (2" removal and replacement)	100-500	SF	\$27.50
	501-2,000		\$17.50
	2,001-5,000		\$10.00
	5,001- 15,000		\$7.50
	15,001-30,000		\$5.50
	30,001-50,000		\$4.75
	50,001-100,000		\$4.50
	100,001 and up		\$4.25
Asphalt (4" removal and replacement)	100-500	SF	\$32.50
	501-2,000		\$22.50
	2,001-5,000		\$17.00
	5,001- 15,000		\$12.00
	15,001-30,000		\$10.00
	30,001-50,000		\$9.25
	50,001-100,000		\$9.00
	100,001 and up		\$8.75
Asphalt (6" removal and replacement)	100-500	SF	\$37.50
	501-2,000		\$27.50
	2,001-5,000		\$21.50
	5,001- 15,000		\$16.25
	15,001-30,000		\$14.00
	30,001-50,000		\$13.25
	50,001-100,000		\$13.00
	100,001 and up		\$12.75
Asphalt (8" removal and replacement)	100-500	SF	\$42.50
	501-2,000		\$32.50
	2,001-5,000		\$26.00
	5,001- 15,000		\$20.50
	15,001-30,000		\$18.00
	30,001-50,000		\$17.25
	50,001-100,000		\$17.00
	100,001 and up		\$16.75

SLURRY SEAL			
	Quantity	Unit	Unit Price
Crack Seak and Emulsion Aggregate Slurry (Type II)	0-10,000	SF	\$3.50
	10,001-50,000		\$1.05
	50,001-100,000		\$0.60
	100,001 – 500,000		\$0.35
	500,001 and up		\$0.30

MICROSURFACING			
	Quantity	Unit	Unit Price
Micro-Surfacing (Type II)	0-5,000	SY	\$10.25
	5,001-10,000		\$6.55
	10,001-50,000		\$4.35
	50,001-100,000		\$3.95
	100,001 and up		\$3.85

CONCRETE			
	Quantity	Unit	Unit Price
Concrete Cross-Gutter (Removal and Replacement 8" thick)	10-100	SF	\$65.00
	101-500		\$55.00
	501 and up		\$45.00
type "A-2" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$110.00
type "A" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$115.00
type "D" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$115.00

type "D-2" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$115.00
type "D-1" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$115.00
type "B" curb (Removal and replacement)	10-100	LF	\$110.00
	101-500		\$85.00
	501 and up		\$75.00
4" sidewalk (removal and replacement)	10-100	SF	\$47.50
	101-500		\$35.00
	501-1000		\$27.50
	1,001-5,000		\$22.50
	5,001 and up		\$20.00

STRIPING (Two coats paint)			
	Quantity	Unit	Unit Price
4" skip line	1 and up	LF	\$1.85
4" solid line	1 and up		\$1.85
8" solid line	1 and up		\$2.60
double yellow	1 and up		\$3.10
crosswalk	1 and up		\$4.35
arrow, stop legend	1 and up	EA	\$250.00

MISCELLANEOUS			
	Quantity	Unit	Unit Price
Utility valve - adjust to grade	1 and up	EA	\$950.00
Sewer manhole - adjust to grade	1 and up		\$3,250.00
Type D Inductive Vehicle Detector Loop	1 and up		\$1,150.00
Type E Inductive Vehicle Detector Loop	1 and up		\$1,150.00
Crushed Miscellaneous Base (Placement and Compaction)	1 and up	CY	\$250.00

CITY OF SIGNAL HILL
AGREEMENT FOR GENERAL SERVICES
Citywide Pavement Maintenance Services Master Agreement

1. PARTIES AND DATE

This Master Agreement for Street Pavement Maintenance Services ("Agreement") 9th day of June, 2026 by and between the City of Signal Hill, a municipal corporation organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Hardy and Harper Incorporated, a California Corporation with its principal place of business at 32 Rancho Circle, Lake Forest CA 92630 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Street Maintenance Services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Street Pavement Maintenance Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Master Agreement for Street Pavement Maintenance Services** ("Project") as set forth in this Agreement.

2.3 Incorporation of Documents.

If applicable, this Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Notice Inviting Proposals, Request for Proposals, and Contractor's Proposal.

3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from July 1, 2026 to June 30, 2027 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to extend the term of this Agreement for no more than four additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services/Time for Performance.

(a) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement. Should a Force Majeure Event occur, the non-performing Party

shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Michael Amundson, Vice President

3.2.5 City's Representative. City hereby designates the Public Works Director and/or Contracts Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Michael Amundson, Vice President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement,

Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Labor

(a) Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(d) Acknowledgment of Employment Relationship. Contractor shall provide each of its employees who it assigns to provide the Services with a copy of the "ACKNOWLEDGMENT OF EMPLOYMENT RELATIONSHIP" attached hereto as Exhibit D ("Acknowledgment"). Each employee who provides the Services must execute the Acknowledgment before Contractor may permit the employee to provide Services for City. Contractor shall provide a copy of each executed Acknowledgment to City upon City's request.

(e) Labor Code Compliance; Audit Rights. City shall have the right to audit Contractor's compliance with this Agreement and California Labor laws with respect to Contractor's personnel, including, but not limited to, Contractor's compliance with Sections 3.2.1, 3.2.10, and 3.6. Upon City's request, Contractor shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Contractor's personnel who provide the Services.

3.2.11 Insurance.

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$2,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$2,000,000 each accident.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$2,000,000 per accident for bodily injury and disease.

(4) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(c) Endorsements.

(1) The policy or policies of insurance required by Section 3.2.11(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance and (iv) Contractor's Pollution Liability shall be endorsed to provide the following:

- (1) Additional Insured: City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
- (2) Products/completed operations. Products liability coverage shall extend for a minimum of three years (3) after project completion, and completed operations coverage for construction agreements shall extend for 10 years from the date of substantial completion of the project or the statute of repose, whichever is longer. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed

Operations coverage.

- (3) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (4) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (5) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (6) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (7) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.
- (8) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(2) The policy or policies of insurance required by Section 3.2.11(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Million Dollars (\$1,000,000) without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Hardy and Harper Incorporated
32 Rancho Circle
Lake Forest CA 92630
Attn: Michael Amundson, Vice President

City:

City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
Attn: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subconsultants and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.6 Independent Contractors and Subcontracting

3.6.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

**SIGNATURE PAGE FOR AGREEMENT
FOR GENERAL SERVICES
BETWEEN THE CITY OF SIGNAL HILL
AND HARDY AND HARPER INCORPORATED**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SIGNAL HILL

HARDY AND HARPER INCORPORATED

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO
SIGNATURES, President **OR** Vice
President **AND** Secretary **OR**
Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

General Scope of Work

The scope of work consists of providing on-call as needed street, sidewalk, and public right-of-way maintenance and repair services throughout the City. The Contractor shall furnish all labor, materials, tools, equipment, transportation, traffic control, and incidentals necessary to perform the work as directed by the City. The selected contractor will be awarded the contract with a “not to exceed amount” and established prices for labor, equipment, and materials.

Typical work may include, but is not limited to:

- Micro-surfacing
- Slurry seal (Type II)
- Asphalt concrete patching and pothole repair
- Crack sealing
- Grinding and asphalt concrete overlay (as needed)
- Removal and replacement of sidewalks, curb and gutter, cross gutters, and drive approaches
- ADA curb ramps and associated improvements
- Adjustment of utility covers, valve boxes, and manholes to grade
- Pavement markings, striping, markers, and traffic loop detectors
- Surface preparation, cleaning, and disposal of materials
- Traffic control, public notification, and coordination with utilities and agencies

Work locations, quantities, and specific treatments will vary and will be determined by the City based on maintenance needs. The City reserves the right to determine the type, extent, and timing of all work performed under this Contract.

Master Agreement Contract Structure

This Contract is a unit price, as-needed maintenance Master Agreement Contract. The bid schedule establishes unit prices and/or lump sum pricing for various work items; however, no specific quantities or scope of work are guaranteed. Work will be authorized by the City through individual Task Orders and/or Change Orders, which will define:

- Scope of work
- Location
- Quantities
- Schedule

The Contractor shall not perform any work without prior written authorization from the City.

The City does not guarantee a minimum amount of work under this Contract.

Contract Term and Compensation

The initial term of this Agreement shall be one (1) year from the date of execution. The total compensation under this Agreement shall not exceed One Million Dollars (\$1,000,000) for the initial one-year term. The Agreement may be renewed for up to four (4) additional one-year terms, for a maximum total term of five (5) years. Compensation for work performed under this Contract shall be based on the unit prices and/or lump sum amounts established in the Contract documents.

For each Task Order or Change Order:

- Only the specific work items and quantities authorized will be compensated
- Not all bid items included in the Contract will be utilized on every Task Order
- Payment shall be based on:

- Actual quantities of work performed at the bid unit prices, or
- An agreed-upon lump sum amount, if approved in advance by the City

Any reference in these specifications to “full compensation,” “lump sum payment,” or similar language shall be interpreted to mean full compensation for that specific item of work only when it is included in an authorized Task Order or Change Order, and shall not imply that the item will be performed or paid on a lump sum basis for the entire Contract. Unit prices and lump sum amounts shall include full compensation for all labor, materials, equipment, overhead, profit, and incidentals necessary to complete the work.

Work Request Procedure

Routine Construction, Maintenance and Repair Services

The selected contractor(s) will be asked to provide written proposal for each individual task upon request by the City. Unit prices shall be based on the established contract unit prices and/or agreed-upon lump sum pricing. The Contractor shall submit a written proposal within seven (7) calendar days following receipt of the City’s request, unless otherwise directed. Upon approval by the City, a Notice to Proceed (NTP) will be issued for the specific Task Order. Upon issuance of the NTP, the work shall be scheduled with a minimum of seven (7) business days’ notice, unless otherwise authorized. The Contractor shall provide documentation of all work performed, including Daily Reports, quantities, labor, equipment, and materials used.

Immediate Repair Services

Immediate repair services may be requested via telephone by the Public Works Director or his designee. Immediate repair requests may occur at any time including nights, weekends and holidays. A 24-hour response time is required with possible exceptions to be determined by City staff. Work shall generally be performed on a unit price basis in accordance with the bid schedule. Time and Materials (T&M) work may be authorized by the City for emergency or immediate repair services and may proceed without a prior written quote when directed by the City. All traffic controls, equipment and materials will be provided by the contractor. Documentation of work by the selected contractor is required. Daily Report of all activities, findings and solutions shall be provided along with the T&M sheets for all projects. Schedule changes must be submitted as soon as possible and/or when unexpected conflicts arise.

Performance Standards

All work shall be planned, executed, and completed in accordance with the most recent version of the Standards for Public Works Construction and the City of Signal Hill Standards. All traffic control measures shall follow the latest Edition of the CA MUTCD guidelines. The Contractor shall maintain a valid Class A Contractor’s License throughout the duration of the Contract.

Materials

Unless provided by City staff, all materials furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to inspection and approval by the City.

Safety

All work performed to complete scope of work herein shall be performed in a manner to provide maximum safety to the public, and where applicable, shall comply with all applicable safety standards and regulations included requirements by CAL-OSHA. All precautions shall be taken

for health, safety and property damage in responding to all requests for services. The City of Signal Hill Public Works Department will monitor conditions that may impact the safety of the infrastructure and customers. Direction may be given by a Public Works Department staff member to maintain safety, but compliance with all safety regulations is the responsibility of the contractor. The Public Works Director or his designee reserves the right to issue a restraint or cease and desist order to the Contractor when unsafe or harmful acts are observed, or reported, relative to performance of scope of work.

Environmental

The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor personnel and the public during the performance and execution of the work in this contract. Where applicable, the Contractor will comply with all federal, state, regional, and local environmental regulations in force during the period of this agreement. Any violation of these rules and requirements, unless promptly corrected as directed by the City, shall be grounds for termination of this agreement.

Subcontractors

The selected contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty contractors. Subcontractors may not be responsible for more than 50% of the total work on any given project requested under this Master Agreement. All subcontractors must be listed in the contractor's proposal. The selected contractor shall not grant any work to an unlisted subcontractor(s) without prior approval from the City. The selected contractor and all listed subcontractors shall comply to all licenses, certifications, registrations and requirements set forth in the RFP documents and master agreement. The selected contractor shall be fully responsible to the City for the performance of their subcontractors and staff either indirectly or directly employed by them.

Rates

All work performed between the hours of 7:00 AM and 5:00 PM, Monday to Friday, shall be considered straight time. Work outside these hours shall be considered premium time and must be approved in advance by the City. If the contractor anticipates billing or utilizing premium time rates for the City due to union arrangements or other reasons, such arrangements shall be communicated to the City at the time of the call-out or during the initial communication between the City and the Contractor when the Contractor is tasked with the specific assignment. Unauthorized premium time work will be compensated at standard rates.

Invoices

Invoices pertaining to work conducted directly by the prime contractor must be consolidated into a single submission, supported by comprehensive documentation shall include timesheets, hourly rates, hours worked, number of workers, material receipts, and rental receipts. These documents are to be furnished within two weeks from the completion of the respective job. In instances where work is accomplished in collaboration with subcontractors, the contractor is expected to provide all relevant documents within three weeks. In scenarios where services extend beyond a four-week duration, monthly progress invoices will be required. Each invoice shall clearly reference the applicable approved Task Order number and include the dates of work, labor hours (straight and overtime), number of workers, and certified payroll, as applicable.

Special conditions

Slurry Seal

Emulsion-aggregate slurry shall be a stable mixture of emulsified asphalt, mineral aggregate, water, and when specified, accelerator or retardant and is herein referred to as slurry. Mixing and spreading of slurry shall be described in Subsection 302-4 of the Standard Specifications. The Materials for emulsion-aggregate slurry shall conform to Subsection 203-5 of the Standard Specifications. The ingredients of the slurry shall conform to the following:

- a. Emulsified asphalt shall be of a slow set or a quick set type conforming to the requirements for SS1h or CSS1h of Subsections 203-1.3, "Test Reports and Certification" and 203-3.2, "Testing Requirements" of the Standard Specifications. The cement mixing test will not be required for quickset anionic and cationic emulsified asphalt.
- b. The accelerator or retardant for quick setting emulsion shall be a type approved by the Engineer. The amount of accelerator or retardant to be included in the slurry shall be that amount necessary to ensure the applied slurry can support vehicular traffic within sixty (60) minutes after application.
- c. Water shall be clean, potable and compatible with the other ingredients of the slurry mixture.
- d. Aggregate shall be rock dust or other mineral aggregates approved by the Engineer and shall conform to the requirements of Section 200 of the Standard Specifications. The aggregate shall have a minimum sand equivalent of forty-five (Test Method No. California 217) and shall not have a moisture content in excess of four (4) percent weight.

The grading of the combined aggregate and percentage of emulsified asphalt shall be Type II in accordance with the requirements of Subsection 203-5.3, "Composition and Grading" of the Standard Specifications.

The upgrading of the combined aggregate and the percentage of emulsified asphalt shall be such as to conform to the requirements indicated in the following tabulation:

Sieve Size	Type II % passing
3/8"	100
#4 (4.76 mm)	90-100
#8 (2.38 mm)	65-90
#16 (1.19 mm)	45-70
#30 (600 microns)	30-50
#50 (300 microns)	18-36
#100 (150 microns)	10-24
#200 (75 microns)	5-15
Emulsified Asphalt, % of Aggregate Weight	14-18
Residual Asphalt, % of Aggregate Weight	7.5 min.

All required materials testing will be arranged for by the City. The cost of materials testing shall be borne by the City. The cost for any retesting as a result of the Contractor's failure to meet the requirements of the Specifications shall be charged to the contractor and withheld from final

payment.

Mixing and Equipment

Mixing shall be performed by continuous-flow mixer. All aggregate particles shall be uniformly saturated and coated with asphalt. The slurry mixer shall be a multi-blade or spiral continuous-flow unit in good working condition capable of delivering accurately a predetermined proportion of aggregate, water, emulsion and accelerator or retardant to the mixer and discharging the thoroughly mixed slurry on a continuous basis. Each mixer shall have a metering device to measure the quantity of water in gallons used in each load of slurry and a separate metering device or equivalent which meets the approval of the Engineer to measure the quantity of emulsified asphalt used in each load of slurry.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to assure a uniform controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the Agency, current licensed weighmaster's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall apply the slurry using a minimum of two continuous mixers available and a coordinator at all times with at least one competent quick-set-mixing man, one driver and sufficient laborers.

Street Surface Preparation

Immediately prior to the application of the slurry seal and subject to the approval of the Engineer, the street surface shall be thoroughly cleaned of all foreign material such as, but not limited to, leaves, sand, gravel and dirt. The method of street cleaning shall be by power vacuum broom and hand broom sufficient to provide for a bond between the existing pavement surface and the slurry seal.

Extensive oil and grease spots shall be removed before applying the slurry. An industrial detergent shall be used to scrub such spots away. The Contractor shall prevent any cleaner from entering the storm drain system. The Contractor shall be required to seal these areas with an acceptable sealant prior to the slurry placement.

Growing vegetation shall be removed from cracks in pavement and at the interface of pavement and gutter prior to sweeping. To facilitate the cleaning operations, the Contractor shall use a weed spray (Roundup or approved equivalent) two (2) weeks prior to slurry operations.

All vegetation and debris removed from the roadway surface shall be disposed of in accordance with Section 7-1.13, "Disposal of Materials Outside of the Highway Right-of-Way" of the Standard Specifications.

Payment for "Emulsion Aggregate Slurry (Type II)" shall be on a square foot unit price basis and shall be considered full compensation for furnishing labor, equipment and materials to provide emulsion aggregate slurry seal including removal of vegetation and for cleaning the existing pavement, including flushing with water and for disposing of all material removed from the roadway surfacing and for manhole, valve, street monument covers and pavement marker protection and for furnishing and applying weed spray and no additional compensation will be allowed therefor, when such work is included in an authorized Task Order or Change Order.

Crack Sealant

Small Crack Sealant

Small crack sealant material shall consist of an asphaltic emulsion mixture used for filling/sealing cracks in asphalt concrete up to 1" wide.

The small crack sealant material shall comply with section 37-6.02 MATERIALS of the CalTrans Standard Specifications 2018 edition. Type 1 for Residential/Local Streets and Type 2 for Major Streets and larger. Material shall be per Caltrans Authorized Material List for Asphalt Concrete Pavement Crack Treatment or equal approved by the Engineer.

Large Crack Sealant

Large crack sealant material shall consist of an asphaltic emulsion mixture used for filling/sealing cracks in asphalt concrete 1-2" wide.

Material shall be per Caltrans Authorized Material List for Asphalt Concrete Pavement Crack Treatment or equal approved by the Engineer.

Site Preparation

Treat cracks from ¼ to 2 inch in width for the entire length of the crack. All cracks to be sealed shall be completely clean, dry, and free of all loose material, vegetation, and any other foreign substance which may cause the sealant not to adhere to the crack wall.

The Contractor shall treat all vegetation within the limits of the paved area to receive surface seal treatment with a post emergent herbicide. Herbicide shall be applied at least 5 (five) working days prior to sealing the street. Allowance for the five-day period shall be shown in the schedule required per Section 6-1, Construction Schedule and Commencement of the Work.

Cracks shall be cleaned using a hot compressed air lance (HCL) apparatus. The Contractor shall clean and dry all cracks with the HCL immediately before sealing. Air exiting the lance shall be heated to a temperature sufficient enough to remove the oxidized surface from the crack walls. The HCL shall meet the following requirements:

- Compressed air capacity: 90 PSI min.
- Heated air temperatures: 600 F to 2,200 F
- Exit heated air: 1,000 ft/sec.
- Propane: 5 to 20 PSI

The joints and cracks shall be inspected and approved by the Engineer prior to placing the crack sealant material. Final joint and crack cleaning will be the same day of the sealing operation except as otherwise approved by the Engineer or his designee.

Application:

Small Cracks (1/4 – 1" wide)

Sealant shall be prepared and applied to the pavement cracks in conformance with all manufacturers' instructions except where noted otherwise in this document.

- Sealant shall be applied when the pavement surface temperature is greater than 50°F.

- Containers of hot-melt rubberized sealant shall be delivered to the job-site in unopened containers that are clearly marked with data showing the manufacturer's name, the product designation and the manufacturer's batch number and lot numbers.
- The hot-melt rubberized asphalt shall be melted in a jacketed, double boiler type melting unit.
- Application of the hot-melt sealant shall be made with a pressure feed applicator or pour pot.
- Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or entrapping air pockets.
- Apply crack treatment with a nozzle inserted into the crack. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The overband shall not exceed 1" on either side of the crack.
- If after two days the crack treatment is more than 1/4 inch below the specified level, the sealant fails, or the crack re-opens, re-treat the crack.
- Immediately remove crack treatment material that is spilled or deposited on the pavement surface. - Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment on the traveled way.
- Sweep up excess sand before opening to traffic.

Large Cracks (1 – 2" wide):

Sealant shall be installed per the manufacturer's recommendations.

Payment for "Crack Seal" shall be on a lump sum price basis and shall be consider full compensation for furnishing labor, equipment and materials for crack sealing cracks from 1/4" to 2" within project limits, per these specifications and no additional compensation shall be allowed, when such work is included in an authorized Task Order or Change Order.

Micro-Surfacing

Micro-surfacing shall consist of the application of a polymer-modified asphalt emulsion mixture composed of mineral aggregate, water, additives, and mineral filler, as required, to an existing asphalt concrete pavement surface. Work shall include surface preparation, crack treatment, mixing, placement, and all labor, materials, equipment, and incidentals necessary to complete the work as directed by the City.

Micro-surfacing work shall conform to Section 302-3, "Micro-Surfacing," of the Standard Specifications, as modified herein. Aggregate shall be Type II and shall conform to Subsection 200-1.8 of the Standard Specifications. The polymer-modified asphalt emulsion, mineral filler, water, and additives shall be compatible and meet all applicable Standard Specification requirements.

Mixing, Spreading and Application

Micro-surfacing shall be applied using a continuous-flow mixing unit capable of accurately proportioning all components. The application rate shall generally be 18 to 20 pounds per square yard (dry aggregate weight), unless otherwise directed by the City based on field conditions. The finished surface shall be uniform, free from streaks, segregation, or excessive buildup, and shall provide a smooth riding surface.

Surface Preparation

Immediately prior to application, the pavement surface shall be thoroughly cleaned of all dirt, debris, vegetation, oil, grease, and other deleterious materials. Surface preparation shall include sweeping, power brooming, and any additional cleaning necessary to ensure proper bonding of the micro-surfacing to the existing pavement. The Contractor shall submit a proposed mix design and application rate for review and approval by the City prior to placement.

Crack Treatment

Crack sealing and crack filling shall be performed prior to micro-surfacing operations, as directed by the City. All cracks between approximately 1/8 inch and 1 inch in width that are not designated for removal and replacement shall be cleaned and filled with an approved asphalt emulsion crack sealing material. Cracks shall be cleaned to remove all debris, vegetation, and loose material to ensure proper adhesion of the sealant. The Contractor shall allow sufficient curing time for crack sealant materials prior to placement of micro-surfacing.

Localized Pavement Repairs

Prior to micro-surfacing, the Contractor may be required to perform localized pavement repairs, including pothole repair, dig-outs, or asphalt patching, as directed by the City. All failed areas shall be addressed prior to application of micro-surfacing to ensure a stable surface.

Field Conditions and Application Requirements

The Contractor shall not apply micro-surfacing under unsuitable weather conditions, including when pavement surfaces are wet, when rain is imminent, or when temperatures are outside manufacturer recommendations. The applied micro-surfacing shall be capable of supporting vehicular traffic within a reasonable time, typically within one (1) hour, unless otherwise approved by the City.

Payment for "Micro-Surfacing" shall be on a square yard basis and shall be considered full compensation for furnishing all labor, materials, equipment, surface preparation, crack treatment, mixing, placement, traffic control, and incidentals necessary to complete the work, when such work is included in an authorized Task Order or Change Order.

Asphalt Concrete Pavement Repair

Before starting work on this item, the City shall mark or otherwise designate areas for asphalt pavement repair. The Contractor shall perform sawcutting, removal, and disposal of existing asphalt concrete and underlying materials as necessary to complete the repair. The required depth of removal and structural section shall vary based on field conditions and will be determined by the City. The Contractor may be required to perform exploratory potholing, proof-rolling, or other field investigation methods to evaluate existing pavement section and subgrade conditions. Based on these findings, the City will determine and direct the appropriate repair section.

Typical pavement repair sections may include, but are not limited to:

- Partial-depth asphalt concrete repair
- Full-depth asphalt concrete removal and replacement

- Placement of crushed miscellaneous base and asphalt concrete as directed

Where a full-depth repair is required, a typical section may consist of up to 6 inches of asphalt concrete over up to 8 inches of crushed miscellaneous base, unless otherwise directed by the City. Crushed miscellaneous base shall conform to Subsection 200-2.4, "Crushed Miscellaneous Base," of the Standard Specifications. Asphalt concrete pavement repair shall conform to Subsection 203-6, "Asphalt Concrete," and shall be constructed in accordance with Subsection 302-5, "Asphalt Concrete Pavement," of the Standard Specifications, as modified herein. Asphalt type shall be B2-PG 64-10. Tack coat shall be required and uniformly applied to all existing surfaces to receive asphalt concrete, including vertical faces, in accordance with Subsection 302-5.4, "Tack Coat." All repairs shall be completed to match existing grades and provide a smooth, flush transition with adjacent pavement.

Payment for "Asphalt Pavement Repair" shall be on a square foot basis and shall be considered full compensation for sawcutting; removal and disposal of existing pavement and base; placement and compaction of asphalt concrete and base materials as directed; preparation and placement of tack coat; and all labor, materials, equipment, and incidentals necessary to complete the work, when such work is included in an authorized Task Order or Change Order.

Adjust water/gas/utility valve box, cover and sleeve to grade

The Contractor shall adjust water valve, gas valve, and utility valve boxes and cover to grade. The work shall include protection; removal and/or raising or lowering of the valve box and cover, setting the valve box and cover to grade, and forming pavement or other constructed work around the valve box. The work may include sawcutting, removal and proper disposal of removed materials, and replacement with a new box or cover to be provided by others. The finished adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated by the contractor with the appropriate utility agency. If a valve box or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency.

The Contractor shall verify in the field with the Water Department the actual quantity and locations of the water valve box and cover adjustments. The Water Department will provide the Contractor with new utility covers, in lieu of existing damaged covers, to install and adjust to grade.

The Contractor shall remove all debris from within valve sleeves. Additional adjustments shall be necessary to keep the valve lid level with the surrounding pavement as the pavement is lowered and raised during the construction process.

Payment for "Adjust valve to grade" shall be price per each and shall be considered full compensation for furnishing labor, materials, equipment and all work necessary to adjust valve box, cover, and sleeve to grade and no additional compensation will be allowed therefore, when such work is included in an authorized Task Order or Change Order.

Adjust manhole frame and cover to grade

The Contractor shall adjust manhole frame and cover to grade. The work shall include protection, removal and/or raising or lowering the frame and cover, setting the frame and cover to grade, and forming pavement or other constructed work around the manhole frame and cover. The work may include saw-cutting, removal and proper disposal of removed material, adjusting manhole step, and replacement or reconstruction of frame and cover to be provided by others. The finished

adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated by the contractor with the appropriate utility agency. If the frame or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency. Additional adjustments shall be necessary to keep the frame and cover level with the surrounding pavement.

Payment for "Adjust manhole to grade" shall be price per each and shall be considered full compensation for furnishing labor, materials, equipment and all work necessary to adjust manhole to grade and no additional compensation will be allowed therefore, when such work is included in an authorized Task Order or Change Order.

Traffic Loop Detectors

Loop Detectors shall be Type D or E. Loop wire per Revised Caltrans Standard Plans ES-5B. Conductors for each inductive loop detector shall be continuous and unspliced from the installed loop to the pull box.

Loops shall be installed on the same day as which the loop slots are cut. This shall include placement of the loop conductors and appurtenances, splicing loops to existing detector loop cable and sealing of sawcut slots. Loops shall be sealed with a hot melt rubberized sealant. Loop activated traffic signal operations shall be restored within one week of completion of installation of ARHM in that area.

Payment for "Type E Inductive Vehicle Detector Loops" shall be on an each unit price basis and shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals, including sawcutting and sealing, necessary to provide and install loop detectors as specified herein, when such work is included in an authorized Task Order or Change Order.

Payment for "Type D Inductive Vehicle Detector Loops" shall be on an each unit price basis and shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals, including sawcutting and sealing, necessary to provide and install loop detectors as specified herein, when such work is included in an authorized Task Order or Change Order.

Traffic striping, markings and signage

Traffic striping, legend, and pavement markers within the area of work shall be installed in accordance with the improvement plan, the State Standard Specifications, Sections 84 and 85, Revised Standard Plans A20A to A20E, and Standard Plans A24A to A24F.

Traffic striping, legend markings, and stop limit/crosswalk lines shall be thermoplastic otherwise called for on the plans. All lane line, centerline and edge line widths shall be 4". All pavement markers shall be adhered with "epoxy"; Bituminous adhesive will not be accepted.

Blue raised retro-reflective bidirectional pavement marker shall be installed 6 inches off the street centerline at each fire hydrant, on the fire hydrant side of the roadway per California MUTCD section 3B.11 and figure 3B-102 (CA). Installation of Blue Reflectorized Pavement Markers including Pavement Markers across fire hydrants shall be considered as included in the lump sum for this item of work.

Pavement shall be temporarily striped and tabbed within 24 hours upon completion of pavement

grinding operation and installation of AC leveling course. Pavement shall be temporarily striped and tabbed a second time within 24 hours after installation of ARHM.

The Contractor shall perform all layout, alignment, and spotting. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 1/2 inch in 40 feet from the alignment shown on the plans. The Contractor shall mark or otherwise delineate the new traffic lanes and pavement markings within 24 hours after the removal or covering of existing striping or markings. No street shall be without proper striping over a weekend or holiday. Stop bars shall not remain unpainted overnight.

Payment for "Traffic Striping" shall be on a lump sum price basis and shall be considered full compensation for furnishing labor, materials, equipment, and disposal to complete the construction, including removing existing traffic striping and markings, installing traffic striping, pavement legends, markings, markers and blue raised markers for fire hydrant all in place as shown on exhibits and no additional compensation will be allowed therefor, when such work is included in an authorized Task Order or Change Order.

EXHIBIT “B”

SCHEDULE OF SERVICES

Contractor shall perform all services with the term of the Agreement and in accordance with timeframes for the specific services set forth under Exhibit “C” as well as the schedule(s) to be developed by Contractor and subject to the written approval of the City. City shall review Contractor's performance prior to the expiration of the Term. Within six months prior to conclusion of the Term, the City, in its sole discretion, may agree to extend the Term of this Agreement as set forth in Section 3.1.2 and upon mutual agreement in writing by the Parties. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates of compensation may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties for the prior year.

EXHIBIT "C"

COMPENSATION

- The total compensation under this Agreement shall not exceed One Million Dollars (\$1,000,000) for the initial one-year term.
- The Agreement may be renewed for up to four (4) additional one-year terms, for a maximum total term of five (5) years.
- In the event this Agreement is renewed, the rates of compensation may be adjusted at the time of each renewal, subject to mutual written agreement of the Parties. Any increase in rates shall not exceed the percentage change in the Consumer Price Index (CPI), All Urban Consumers, Los Angeles–Riverside–Orange County region, for the most recent twelve (12) month period available at the time of renewal.
- Contractor shall submit certified payroll records with invoices for City records and upload on DIR website. Labor calcification should be similar with Certified Payroll Records submitted to the DIR.
- For work entirely executed by the prime contractor, a 15% markup encompassing overhead, profits, and bonds shall be applied to the prime contractor's actual labor and material expenses, serving as the sole compensation for all forms of overhead, bonds and profit within the work order.
- For subcontractor-performed tasks, the prime contractor is eligible for a 10% markup on the subcontractor's actual costs, covering the totality of overhead, bonds, and profit. The subcontractor is entitled to apply a 10% markup to their actual expenses, covering the totality of overhead, bonds, and profit.
- Payment for straight time and premium rates, and the equipment rates that the contractor provides herein may be used for Time and Material Work, Crew Rate Work, or Immediate Response Work at the sole discretion of the City.
- Standard Pricing includes all labor, equipment, materials and mobilization costs.
- Contractor may include additional rates as attachment

Classification	Straight Time (\$/hr)	Premium Time (\$/hr)
Superintendent	180.00	270.00
Foreman	170.00	255.00
Equipment Operator	160.00	240.00
Laborer	150.00	225.00
Four-Man Crew: Skip Loader, Dump Truck, 3-5 Ton Roller, Flatbed, w/Compressor & Tools	940.00	1,410.00

ASPHALT			
	Quantity	Unit	Unit Price
Asphalt (2" removal and replacement)	100-500	SF	24.00
	501-2,000		18.00
	2,001-5,000		12.00
	5,001- 15,000		7.00
	15,001-30,000		5.00
	30,001-50,000		3.50
	50,001-100,000		2.50
	100,001 and up		1.75
Asphalt (4" removal and replacement)	100-500	SF	38.00
	501-2,000		32.00
	2,001-5,000		26.00
	5,001- 15,000		9.00
	15,001-30,000		7.40
	30,001-50,000		6.40
	50,001-100,000		5.00
	100,001 and up		3.50
Asphalt (6" removal and replacement)	100-500	SF	42.00
	501-2,000		36.00
	2,001-5,000		30.00
	5,001- 15,000		11.00
	15,001-30,000		9.40
	30,001-50,000		8.40
	50,001-100,000		7.00
	100,001 and up		5.50
Asphalt (8" removal and replacement)	100-500	SF	48.00
	501-2,000		42.00
	2,001-5,000		36.00
	5,001- 15,000		13.00
	15,001-30,000		11.00
	30,001-50,000		10.00
	50,001-100,000		9.00
	100,001 and up		7.25

SLURRY SEAL			
	Quantity	Unit	Unit Price
Crack Seak and Emulsion Aggregate Slurry (Type II)	0-10,000	SF	4.00
	10,001-50,000		1.00
	50,001-100,000		.75
	100,001 – 500,000		.50
	500,001 and up		.40

MICROSURFACING			
	Quantity	Unit	Unit Price
Micro-Surfacing (Type II)	0-5,000	SY	6.50
	5,001-10,000		3.50
	10,001-50,000		3.30
	50,001-100,000		3.20
	100,001 and up		3.10

CONCRETE			
	Quantity	Unit	Unit Price
Concrete Cross-Gutter (Removal and Replacement 8" thick)	10-100	SF	75.00
	101-500		60.00
	501 and up		50.00
type "A-2" curb and gutter (Removal and replacement)	10-100	LF	200.00
	101-500		150.00
	501 and up		95.00
type "A" curb and gutter (Removal and replacement)	10-100	LF	200.00
	101-500		150.00
	501 and up		95.00
type "D" curb and gutter (Removal and replacement)	10-100	LF	220.00
	101-500		175.00
	501 and up		145.00

type "D-2" curb and gutter (Removal and replacement)	10-100	LF	220.00
	101-500		175.00
	501 and up		145.00
type "D-1" curb and gutter (Removal and replacement)	10-100	LF	220.00
	101-500		175.00
	501 and up		145.00
type "B" curb (Removal and replacement)	10-100	LF	150.00
	101-500		120.00
	501 and up		85.00
4" sidewalk (removal and replacement)	10-100	SF	42.00
	101-500		35.00
	501-1000		28.00
	1,001-5,000		22.00
	5,001 and up		18.00

STRIPING (Two coats paint)			
	Quantity	Unit	Unit Price
4" skip line	1 and up	LF	.75
4" solid line	1 and up		.80
8" solid line	1 and up		1.50
double yellow	1 and up		1.10
crosswalk	1 and up		6.00
arrow, stop legend	1 and up	EA	400.00

MISCELLANEOUS			
	Quantity	Unit	Unit Price
Utility valve - adjust to grade	1 and up	EA	2,400.00
Sewer manhole - adjust to grade	1 and up		2,800.00
Type D Inductive Vehicle Detector Loop	1 and up		1,750.00
Type E Inductive Vehicle Detector Loop	1 and up		1,700.00
Crushed Miscellaneous Base (Placement and Compaction)	1 and up	CY	500.00



STAFF REPORT

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: GABINO LUNA
PUBLIC WORKS DIRECTOR**

**SUBJECT: PUBLIC WORKS SERVICES AGREEMENT FOR ON-CALL WATER SYSTEM
INSPECTION SERVICES**

Summary:

The Public Works Department - Water Division operates and maintains the City's water distribution system and delivers safe, reliable potable water service to more than 3,000 customer accounts throughout the community. The Water Division oversees the design, construction, operation, maintenance, replacement, and improvement of the City's water infrastructure to support regulatory compliance, system reliability, and public health standards. To support these responsibilities, the Public Works Department utilizes on-call consultants to provide professional design, inspection and related technical support services for Water Capital Improvement Program projects, water system related improvements and Right-of-Way (ROW) work.

Following a comprehensive and competitive request for proposal process, staff recommends that the City Council authorize the City Manager to execute Professional Consultant Services Agreements with AKM Consulting Engineers, Incorporated; Gradford Incorporated; and TKE Engineering, Incorporated, to provide on-call water system inspection services and related support for Department projects and operations, including, but not limited to, water infrastructure improvements, water system construction, utility coordination, operational support, and public infrastructure inspection services as directed by the Director of Public Works.

The on-call water system inspection service agreements would provide the City with qualified inspection support on an as-needed basis to supplement staff resources, support timely project delivery, and provide flexibility to respond to fluctuating project demands and ongoing water infrastructure improvements identified in the City's Water Master Plan and Rate Study. Staff would monitor the contract limits to ensure expenditures remain within the City Council's approved budget allocation. Upon City Council approval, the agreements would commence July 1, 2026, with a three-year term through June 30, 2029, and a not-to-exceed amount of \$350,000 for each agreement.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Goal No. 4 Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

1. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with AKM Consulting Engineers, Incorporated, to provide on-call Water System Inspection Services for a total not-to-exceed amount of \$350,000, through June 30, 2029, in a form approved by the City Attorney;
2. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Gradford Incorporated, to provide on-call Water System Inspection Services for a total not-to-exceed amount of \$350,000, through June 30, 2029, in a form approved by the City Attorney; and
3. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with TKE Engineering, Incorporated, to provide on-call Water System Inspection Services for a total not-to-exceed amount of \$350,000, through June 30, 2029, in a form approved by the City Attorney

Fiscal Impact:

Funding for tasks under the on-call water inspection agreements would be provided through the Water Enterprise Fund and would utilize the Water Capital Improvement Program Budget or Water Maintenance and Operations - Engineering Services Account No. 500-40-5423, depending on the nature of the work performed. Services associated with Water Capital Improvement Program projects would utilize the respective project budget, while routine operational inspection and maintenance-related services would utilize available funding in the Water Enterprise Fund.

The City's adopted Water Master Plan and Rate Study incorporated inspection and professional support service costs into the financial planning assumptions and project budgets associated with the identified water infrastructure improvements. As individual water capital improvement projects advance into design and construction, the City would utilize these agreements to provide the necessary inspection and technical support services required for project implementation.

In addition to City-led water improvement projects, these agreements would also be utilized for ROW and encroachment permit-related work involving water infrastructure improvements or activities requiring specialized water system inspection expertise. In these instances, inspection costs

associated with private development or permitted work would be recovered through applicant-paid inspection and permit fees in accordance with the City's established procedures. The adopted annual fiscal year budget for the term of each agreement would regulate the total amount expended under these contracts.

Each agreement proposes a not-to-exceed contract amount of \$350,000 for the three-year term. When the City requires specific services, staff would solicit proposals from the firm with appropriate expertise for the task. Each approved task would include a defined scope of services, schedule, and not-to-exceed cost.

Background and Analysis:

The Public Works Department is responsible for ensuring that City-owned infrastructure, facilities, water systems, and capital improvement projects are designed, constructed, operated, and maintained in a safe, reliable, and professional manner. To support these efforts, the Department maintains several on-call professional services agreements with qualified consultants that provide supplemental technical support and specialized expertise in areas such as civil engineering, architectural services, traffic engineering, structural engineering, project management, construction management, and related professional services. These on-call agreements provide the City with flexibility to efficiently respond to project demands, operational needs, and scheduling requirements while maximizing cost efficiencies and maintaining timely project delivery.

In July 2025, the City Council adopted the City's updated Water Master Plan (WMP) and Water Rate Study (RS), which identified several critical short-term and long-term Water Capital Improvement Program (CIP) projects that will help maintain and improve the reliability, operational efficiency, and long-term sustainability of the City's water system. The WMP established a comprehensive capital improvement strategy that requires specialized experience for various water infrastructure improvement projects involving water system construction, inspection, utility coordination, regulatory compliance, and public infrastructure improvements.

Given the complexity and technical nature of these upcoming water infrastructure projects, staff identified the need to expand the City's existing pool of qualified consultants to include firms with specialized expertise in water-related inspection and support services tailored specifically to municipal water infrastructure projects. In addition to supporting City-led capital improvement projects, the City also periodically requires specialized water inspection support associated with ROW permits, utility improvements, emergency repairs, and encroachment-related work involving the City's water infrastructure system. To strengthen the City's available consultant resources and ensure qualified firms are readily available as projects identified in the WMP advance into design and construction phases, staff issued a Request for Proposals (RFP) for On-Call Water System Inspection Services. The RFP aimed to establish a broader and more specialized pool of consultants with direct experience in municipal water infrastructure projects, including water mains, pressure reducing stations, valves, hydrants, trenching and backfill operations, hydrostatic and bacteriological testing, utility coordination, and construction inspection services.

Utilizing on-call consultants provides the City with the flexibility to efficiently respond to fluctuating workloads, construction schedules, emergency response needs, and operational demands while

maintaining project oversight, quality assurance, and timely project delivery. These agreements will also allow the Public Works Department to assign work based on consultant availability, project-specific expertise, and the unique technical requirements associated with individual water infrastructure projects identified in the City's CIP.

RFP Circulation Process

On April 23, 2026, the City issued an RFP for On-Call Water System Inspection Services. The RFP was posted through PlanetBids, the City website, and public notice locations in accordance with Signal Hill Municipal Code Section 1.08.010.

The RFP solicited qualified consultants capable of providing inspection services and related support for Public Works Department - Water Division projects, including water infrastructure improvements, operational support, utility coordination, trenching and backfill inspections, oversight of hydrostatic and bacteriological testing, and related public infrastructure inspection services.

A total of 22 prospective proposers were notified of the solicitation via PlanetBids, and 17 downloaded the contract documents. Proposals were due on May 13, 2026.

Proposal Opening

The City received a total of seven complete proposals before the deadline, and all met City and submittal requirements. The following firms submitted complete and responsive proposals by the May 13, 2026, proposal deadline:

AKM Consulting Engineers
Gradford, Inc.
MCM Management
Onward Engineering
SA Associates
TKE Engineering, Inc.
Z&K Consultants, Inc.

Evaluation Process

The City's Selection Committee, consisting of the Public Works Director, Associate Engineer, and Contracts Manager, evaluated the proposals using the following criteria:

- **Qualifications and Experience of the Firm:** Relevant experience in similar work and a record of successful results. Also considered was the firm's ability to take on additional work, demonstrated understanding of the City's goals and project needs, management approach, organizational structure, available resources, and ability to provide the breadth and quality of services required for the project. Criteria weight: 20 percent.
- **Qualifications and Experience of the Personnel Assigned to the Project Team:**

Evaluation of the qualifications, experience, certifications, and technical expertise of the proposed project team members and key personnel assigned to the work. Criteria weight: 30 percent.

- **Project Approach:** Evaluation of the consultant's responsiveness to the City's needs as outlined in the RFP, including the ability to efficiently complete assignments, provide responsive service, and respond to City requests within five business days. Criteria weight: 25 percent.
- **Project Management:** Evaluation of the proposer's communication approach, responsiveness, coordination procedures, and quality control measures to determine the firm's ability to successfully support the City's water infrastructure inspection and operational needs. Criteria weight: 25 percent.

The evaluation process also included a review of each consultant's experience with municipal water infrastructure projects, staffing availability, responsiveness, familiarity with public agency standards and regulatory requirements, and ability to support multiple concurrent assignments.

Consultant Selection

Following the evaluation process, the Selection Committee determined that AKM Consulting Engineers, Incorporated, Gradford Incorporated, and TKE Engineering, Incorporated were the most qualified firms to provide the requested on-call water system inspection services based on their experience, qualifications, staffing capabilities, responsiveness, project understanding, and demonstrated ability to support municipal water infrastructure projects.

AKM Consulting Engineers, Incorporated demonstrated extensive experience providing on-call construction management and inspection services for municipalities and water districts throughout Southern California and currently maintains active contracts with multiple public agencies and water utilities. AKM Consulting Engineers, Incorporated's proposal highlighted extensive experience with water infrastructure inspections, utility coordination, testing oversight, and public works inspection services.

Gradford Incorporated demonstrated experience providing inspection and construction management support services for public works infrastructure, wet utility systems, and municipal capital improvement projects. Gradford's proposal emphasized responsiveness, familiarity with Greenbook and American Water Works Association standards, emergency response capabilities, and experience supporting active utility infrastructure projects.

TKE Engineering, Incorporated, demonstrated significant experience providing water infrastructure inspection, construction management, and municipal engineering support services throughout Southern California. TKE's proposal identified extensive experience with water improvement projects, utility coordination, and inspection services for public agencies and water districts.

Staff conducted reference reviews and confirmed that all three firms possess the qualifications, staffing resources, and experience necessary to perform the services required under the proposed agreements. The selected consultants demonstrated strong technical qualifications, availability to

support on-call assignments, familiarity with municipal water infrastructure standards, and the ability to provide responsive inspection services necessary to support the City's CIP and Water Division operations.

If approved by the City Council, these on-call agreements would allow the Public Works Department to efficiently secure professional inspection services as needed, supplement City staff resources, and provide flexibility to address fluctuating project demands and emergency operational needs throughout the term of the agreements. The City would determine the amount of work assigned to each consultant based on project priorities, service needs, consultant availability, and funding availability. For each assignment, City staff would direct the appropriate consultant to perform services in accordance with the scope of work and rate schedules approved by the City and included in each agreement.

If approved by the City Council, each agreement would become effective July 1, 2026, with a three-year term through June 30, 2029, with a total not-to-exceed amount of \$350,000 for each agreement. Staff recommends that the City Council authorize the City Manager to execute Professional Consultant Services Agreements with AKM Consulting Engineers, Incorporated, Gradford Incorporated, and TKE Engineering, Incorporated for On-Call Water System Inspection Services.

Reviewed for Fiscal Impact:

Siamlu Cox

Attachments:

- A. Professional Consultant Agreement with AKM Consulting Engineers, Incorporated
- B. Professional Consultant Agreement Gradford Incorporated
- C. Professional Consultant Agreement TKE Engineering, Incorporated

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of June, 2026, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755 ("City") and AKM Consulting Engineers Incorporated, a California Corporation, with its principal place of business at 533 Wald, Irvine, CA 92618 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional on-call inspection and consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional on-call inspection and consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional inspection and consulting services for the **On-Call Water Inspections Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call inspection and consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I.]"

3.1.2 Term. The term of this Agreement shall be from July 1, 2026 to June 30, 2029, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Emin Kayiran, CPIL.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director and/or Contracts Manager or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Emin Kayiran, CPII, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization

from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	AKM Consulting Engineers Incorporated 533 Wald, Irvine, CA 92618 ATTN: Emin Kayiran, CPII
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Gabino Luna, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

AKM CONSULTING ENGINEERS INCORPORATED

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall provide professional construction inspection and related support services on an on-call, as-needed basis for water-related Capital Improvement Program (CIP), private permitted developments, and encroachment permit projects within the City of Signal Hill. Services shall be performed under the direction of the Public Works Director or their designee. The Consultant shall support the City in implementing water CIP projects identified in the Water Master Plan and ongoing infrastructure improvements.

Services may include inspection of water mains, laterals, valves, hydrants, meters, pressure reducing stations, blow-off valves, and other appurtenances, as well as coordination with contractors, utilities, and City staff to ensure compliance with plans, specifications, and regulatory requirements.

SCOPE OF WORK

The Consultant shall provide all labor, equipment, materials, and expertise necessary to perform construction inspection services, including but not limited to the following:

Support for Water Capital Improvement Projects

The Consultant shall provide construction inspection and related services for the City's Water Capital Improvement Projects, as identified in the City's Water Master Plan and Rate Study. Services shall be provided on an as-needed basis for a variety of water system improvement projects, which may include but not limited to:

- Water main replacement and rehabilitation projects
- New water main installation and system expansions
- Water service and lateral replacements
- Pressure reducing station improvements
- Reservoir, booster pump stations, and well facility improvements
- Water treatment facility upgrades
- Meter replacement and Advanced Metering Infrastructure (AMR/AMI) implementation
- Emergency Repair and replacement projects
- SCADA-related water system improvements (as applicable to construction phase)

The Consultant shall maintain flexibility to respond to the evolving needs of the City's Water CIP program and shall allocate appropriate staffing and resources to support multiple projects as required.

Construction Inspection Services

1. Inspect the construction of water mains, water services, laterals, and associated appurtenances to ensure compliance with approved plans, specifications, and the City's CIP program.
2. Monitor and inspect all construction activities within the City right-of-way (ROW), including:
 - Traffic control implementation for water-related projects or emergencies
 - Trenching and excavation operations
 - Restoration, backfill, and compaction activities

3. Enforce permit conditions and ensure all work within wet utilities complies with applicable local, state, and federal regulations, including but not limited to:
 - City of Signal Hill Water Main Criteria Standards (Standard 400)
 - City of Signal Hill Water Line vertical and horizontal Clearance requirements from other utilities (critically other wet utilities such as sewer, storm drain, and oil lines)
 - California Department of Public Health (CDPH) / DDW standards
 - AWWA standards
 - Cal/OSHA safety requirements
4. Inspect installation of new and repaired infrastructure of the following:
 - Water service and backflow prevention assembly connections
 - Fire service lines and fire protection systems
 - Water meters and meter boxes
 - Valves, hydrants, blow-offs, and air release valves
5. Coordinate and observe utility tie-ins performed by contractors or third parties to ensure proper sequencing, shutdown coordination, and system integrity.

Water Pipeline and Trench Inspection

1. Verify trenching operations, including:
 - Excavation limits
 - Shoring and trench safety compliance
 - Utility conflicts and clearances
2. Inspect bedding, pipe placement, backfill, and compaction to ensure compliance with:
 - City standards for sand bedding
 - Standard Specifications for Public Works Construction (Greenbook)
 - Project-specific requirements
 - Public works City Inspector procedures
3. Review and document compaction testing results and verify conformance with required density standards.
4. Monitor surface restoration including pavement, curb and gutter, sidewalks, and landscaping.

Testing and Commissioning

The Consultant shall witness, document, and verify all required testing, including but not limited to:

1. Hydrostatic pressure testing of water mains
2. Bacteriological testing and system disinfection
3. Fire flow testing and system performance verification
4. Backflow preventer testing (BAC-T)
5. Leak detection and line flushing procedures
6. Functional testing of valves, hydrants, and appurtenances

The Consultant shall ensure all testing meets City standards and regulatory agency requirements prior to acceptance.

Construction Monitoring and Documentation

1. Provide full-time or part-time inspection as required for each assigned project or ROW permitted work.
2. Maintain accurate and detailed daily inspection reports documenting:
 - Work performed
 - Labor and equipment on site
 - Weather conditions

- Delays or issues
 - Safety observations
- 3. Track contractor quantities and verify pay quantities for progress payments.
- 4. Review contractor submittals, RFIs, and shop drawings for conformance with construction documents.
- 5. Identify and document deviations from plans and coordinate with City staff for resolution.
- 6. Assist in preparation and review of:
 - Change orders
 - Field directives
 - Extra work authorizations

Coordination and Communication

1. Coordinate with City staff, contractors, utility agencies, and stakeholders to ensure smooth project execution.
2. Attend and participate in:
 - Pre-construction meetings
 - Progress meetings
 - Coordination meetings
3. Provide timely communication regarding field issues, conflicts, and recommended resolutions.
4. Coordinate water shutdowns, tie-ins, and customer notifications as required.

Regulatory Compliance and Safety

1. Ensure compliance with all applicable permits, including:
 - Encroachment permits
 - Environmental permits
 - Traffic control plans
2. Monitor contractor compliance with safety standards and report unsafe conditions.
3. Verify compliance with environmental requirements including:
 - Stormwater pollution prevention (SWPPP)
 - Dust control
 - Noise control

Project Closeout Services

1. Conduct final inspections and punch list preparation.
2. Verify completion of all corrective work.
3. Assist in preparation of project closeout documentation, including:
 - As-built drawings
 - Test results and certifications
 - Final quantity verification
4. Provide recommendations for project acceptance.

Additional On-Call Support Services

The Consultant may be requested to provide additional services including:

1. Emergency inspection services for water main breaks or urgent repairs.
2. Assistance with condition assessments of existing infrastructure.
3. Support for grant-funded projects and reporting requirements.
4. Coordination with SCADA or system integration improvements where applicable. SCADA field-truthing to physically verify field conditions match with SCADA telemetry (e.g. checking physical tank levels, pressure gauges against digital readouts)

5. Miscellaneous inspection, investigation, and reporting tasks as directed by the Public Works Director.

INSPECTOR QUALIFICATIONS AND CERTIFICATIONS

The Consultant shall provide qualified inspection personnel with demonstrated experience in water infrastructure construction. All personnel assigned to perform inspection services shall possess the appropriate certifications, training, and experience necessary to perform the required duties in accordance with industry standards and regulatory requirements.

Minimum Qualifications

Construction inspectors assigned to water CIP projects shall, at a minimum:

1. Have a minimum of three (3) years of experience in construction inspection of water or related public works infrastructure projects.
2. Demonstrate experience inspecting:
 - Water main installation and rehabilitation
 - Wet utility construction within public right-of-way
 - Trenching, backfill, and compaction operations
 - Utility tie-ins and service connections
3. Be familiar with applicable standards, including:
 - Standard Specifications for Public Works Construction (Greenbook)
 - AWWA standards
 - California Plumbing Code and applicable State regulations

Desirable Certifications

The ideal inspector shall have current and valid certifications, including but not limited to:

- ACI Field Testing Technician – Grade I (or equivalent)
- NICET Certification (Level II or higher) in Construction Materials Testing, Transportation, or Utility Inspection (preferred)
- OSHA 10-hour Construction Safety Certification (minimum; OSHA 30-hour preferred)

Additional/Preferred Certifications

The following certifications are highly desirable and may be required depending on the specific task assignment:

- Water Distribution Operator Certification (State of California)
- Backflow Prevention Assembly Tester (BAC-T) Certification
- Traffic Control / ATSSA Certification (or equivalent)
- SWPPP / QSP Certification for stormwater compliance
- Confined Space Entry Training
- CPR/First Aid Certification

Staffing and Substitutions

1. The Consultant shall provide personnel who meet or exceed the qualifications listed above.
2. The consultant may assign more than one inspector to complete requested specific tasks under their respective skills and certifications, however the inspector used should not be substituted during the completion of the project or task.
3. Any proposed substitutions of key personnel must be submitted to the City for review and approval prior to assignment.
4. The City reserves the right to request removal and replacement of any personnel deemed unqualified or unsatisfactory in performance.

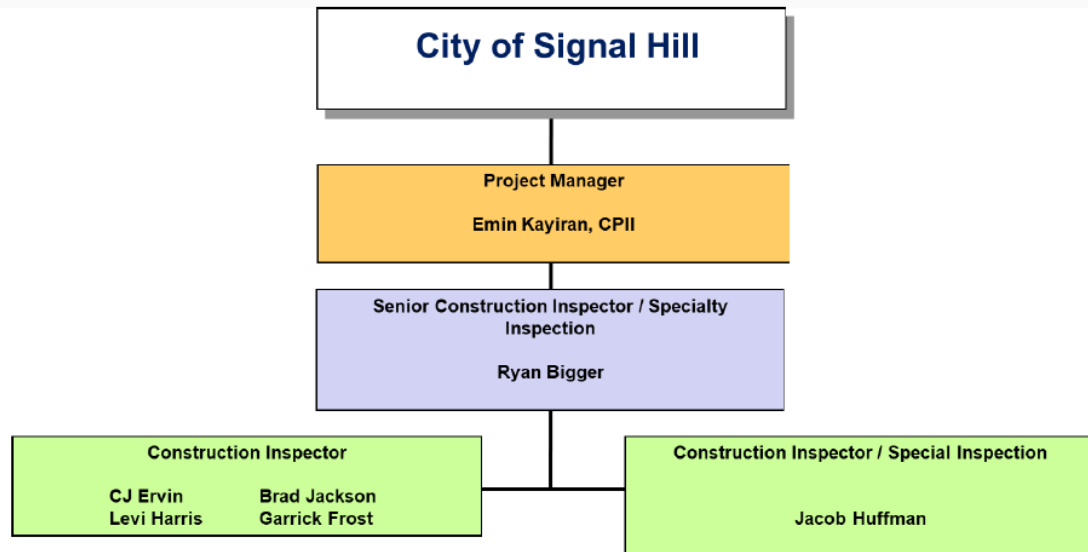
Responsibility for Compliance

The Consultant shall ensure that all personnel maintain current certifications throughout the duration of the contract and comply with all applicable safety and regulatory training requirements.

WORK REQUEST PROCEDURE

The successful consultant(s) will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:

- A. Each task to be performed shall be set forth in a written request ("Request") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Following receipt of the Request, the Consultant shall prepare a "Task Proposal" that includes the following components, and submit to the City within the deadline requested (5-10 days):
 1. A written description of the requested task ("Task Description") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 2. The costs to perform the task ("Task Budget");
 3. An explanation of how the cost was determined; and
 4. A schedule for completion of the task ("Task Completion Schedule"), including a final completion date ("Task Completion Date").
- C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the proposed personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.
- H. Consultant acknowledges that City has no obligation to request work from Consultant under this Agreement. City may establish a rotation schedule with multiple consultants, and may seek competing Task Proposals.
- I. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering weekly written summary of progress on all approved Task Proposals for services lasting longer than one week.
- J. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

Project and Construction Management

- Task Order scoping, staffing, and execution
- Coordination with City staff, design engineers, and contractors
- Contractor oversight and performance management
- Schedule review, monitoring, and delay mitigation

Contract Administration and Document Control

- Submittal and shop drawing management
- RFI/RFC tracking and coordination
- Change order negotiation and claims support
- Implementation of electronic document control systems

Inspection and Quality Assurance

- Full-time and part-time inspection services across civil, structural, mechanical, electrical, and controls disciplines
- Materials testing and specialty inspection coordination
- Daily inspection reporting and photographic documentation
- QA/QC program implementation to ensure compliance with plans, specifications, and regulatory requirements

Cost and Schedule Control

- Budget tracking and cost forecasting
- Schedule analysis, including critical path evaluation and time impact analysis
- Review and validation of contractor schedules and progress payments

Construction Phase and Close-Out Services

- Safety monitoring and labor compliance oversight
- Startup, testing, and commissioning coordination
- Punch list development and project close-out
- Record drawings, warranties, and final documentation management

AKM's approach emphasizes proactive issue resolution, clear communication, and thorough documentation to maintain control of project scope, schedule, and budget while minimizing risk to the City.

EXHIBIT "B"

SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the total compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$350,000 for the term of the agreement as stated in Section 3.12 of this agreement. The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"

Hourly Compensation Rates

Effective: July 1, 2026 – June 30, 2029

RATE SCHEDULE			
Labor Classification	Hourly Rate	Labor Classification	Hourly Rate
Principal	\$315	Associate Engineer	\$188
Principal Engineer	\$295	Staff Engineer	\$167
Project Manager	\$290	Financial Analyst	\$153
Project Engineer	\$263	Senior Designer / Senior CADD Technician	\$132
Senior Construction Manager	\$262	Designer / CADD Technician	\$122
Construction Manager	\$225	Assistant Engineer	\$121
QA/QC Manager	\$262	Engineering Technician	\$112
Senior Engineer	\$242	Engineering Aide	\$94
Senior Field Engineer / Inspector	\$222	Office Support	\$94
Field Engineer / Inspector	\$195	Data or Word Processing	\$91

Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at \$0.75/mile. This schedule of rates is in effect until July 31, 2029, at which time it may be adjusted.

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher.

Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"

INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident" with a Business Use Endorsement; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement **Coverage is applicable for all construction-related work.**

3.2.11.3 Insurance Endorsements. Required liability insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be

promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Products/completed operations coverage. Products liability coverage shall extend for a minimum of three years (3) after project completion, and completed operations coverage for construction agreements shall extend for 10 years from the date of substantial completion of the project or the statute of repose, whichever is longer. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage. – **Required for all construction work.**

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of June, 2026, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755 ("City") and Gradford Incorporated, a California Corporation, with its principal place of business at 28981 Alessandro Blvd. Ste 6111, Moreno Valley, CA 92555 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional on-call inspection and consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional on-call inspection and consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional inspection and consulting services for the **On-Call Water Inspections Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call inspection and consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."]

3.1.2 Term. The term of this Agreement shall be from July 1, 2026 to June 30, 2029, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Tamid Gradford, President.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director and/or Contracts Manager or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Tamid Gradford, President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

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employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

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3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization

from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Gradford Incorporated 28981 Alessandro Blvd. Ste 6111 Moreno Valley, CA 92555 ATTN: Tamid Gradford, President.
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Gabino Luna, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

GRADFORD INCORPORATED

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall provide professional construction inspection and related support services on an on-call, as-needed basis for water-related Capital Improvement Program (CIP), private permitted developments, and encroachment permit projects within the City of Signal Hill. Services shall be performed under the direction of the Public Works Director or their designee. The Consultant shall support the City in implementing water CIP projects identified in the Water Master Plan and ongoing infrastructure improvements.

Services may include inspection of water mains, laterals, valves, hydrants, meters, pressure reducing stations, blow-off valves, and other appurtenances, as well as coordination with contractors, utilities, and City staff to ensure compliance with plans, specifications, and regulatory requirements.

SCOPE OF WORK

The Consultant shall provide all labor, equipment, materials, and expertise necessary to perform construction inspection services, including but not limited to the following:

Support for Water Capital Improvement Projects

The Consultant shall provide construction inspection and related services for the City's Water Capital Improvement Projects, as identified in the City's Water Master Plan and Rate Study. Services shall be provided on an as-needed basis for a variety of water system improvement projects, which may include but not limited to:

- Water main replacement and rehabilitation projects
- New water main installation and system expansions
- Water service and lateral replacements
- Pressure reducing station improvements
- Reservoir, booster pump stations, and well facility improvements
- Water treatment facility upgrades
- Meter replacement and Advanced Metering Infrastructure (AMR/AMI) implementation
- Emergency Repair and replacement projects
- SCADA-related water system improvements (as applicable to construction phase)

The Consultant shall maintain flexibility to respond to the evolving needs of the City's Water CIP program and shall allocate appropriate staffing and resources to support multiple projects as required.

Construction Inspection Services

1. Inspect the construction of water mains, water services, laterals, and associated appurtenances to ensure compliance with approved plans, specifications, and the City's CIP program.
2. Monitor and inspect all construction activities within the City right-of-way (ROW), including:
 - Traffic control implementation for water-related projects or emergencies
 - Trenching and excavation operations
 - Restoration, backfill, and compaction activities

3. Enforce permit conditions and ensure all work within wet utilities complies with applicable local, state, and federal regulations, including but not limited to:
 - City of Signal Hill Water Main Criteria Standards (Standard 400)
 - City of Signal Hill Water Line vertical and horizontal Clearance requirements from other utilities (critically other wet utilities such as sewer, storm drain, and oil lines)
 - California Department of Public Health (CDPH) / DDW standards
 - AWWA standards
 - Cal/OSHA safety requirements
4. Inspect installation of new and repaired infrastructure of the following:
 - Water service and backflow prevention assembly connections
 - Fire service lines and fire protection systems
 - Water meters and meter boxes
 - Valves, hydrants, blow-offs, and air release valves
5. Coordinate and observe utility tie-ins performed by contractors or third parties to ensure proper sequencing, shutdown coordination, and system integrity.

Water Pipeline and Trench Inspection

1. Verify trenching operations, including:
 - Excavation limits
 - Shoring and trench safety compliance
 - Utility conflicts and clearances
2. Inspect bedding, pipe placement, backfill, and compaction to ensure compliance with:
 - City standards for sand bedding
 - Standard Specifications for Public Works Construction (Greenbook)
 - Project-specific requirements
 - Public works City Inspector procedures
3. Review and document compaction testing results and verify conformance with required density standards.
4. Monitor surface restoration including pavement, curb and gutter, sidewalks, and landscaping.

Testing and Commissioning

The Consultant shall witness, document, and verify all required testing, including but not limited to:

1. Hydrostatic pressure testing of water mains
2. Bacteriological testing and system disinfection
3. Fire flow testing and system performance verification
4. Backflow preventer testing (BAC-T)
5. Leak detection and line flushing procedures
6. Functional testing of valves, hydrants, and appurtenances

The Consultant shall ensure all testing meets City standards and regulatory agency requirements prior to acceptance.

Construction Monitoring and Documentation

1. Provide full-time or part-time inspection as required for each assigned project or ROW permitted work.
2. Maintain accurate and detailed daily inspection reports documenting:
 - Work performed
 - Labor and equipment on site
 - Weather conditions

- Delays or issues
 - Safety observations
- 3. Track contractor quantities and verify pay quantities for progress payments.
- 4. Review contractor submittals, RFIs, and shop drawings for conformance with construction documents.
- 5. Identify and document deviations from plans and coordinate with City staff for resolution.
- 6. Assist in preparation and review of:
 - Change orders
 - Field directives
 - Extra work authorizations

Coordination and Communication

1. Coordinate with City staff, contractors, utility agencies, and stakeholders to ensure smooth project execution.
2. Attend and participate in:
 - Pre-construction meetings
 - Progress meetings
 - Coordination meetings
3. Provide timely communication regarding field issues, conflicts, and recommended resolutions.
4. Coordinate water shutdowns, tie-ins, and customer notifications as required.

Regulatory Compliance and Safety

1. Ensure compliance with all applicable permits, including:
 - Encroachment permits
 - Environmental permits
 - Traffic control plans
2. Monitor contractor compliance with safety standards and report unsafe conditions.
3. Verify compliance with environmental requirements including:
 - Stormwater pollution prevention (SWPPP)
 - Dust control
 - Noise control

Project Closeout Services

1. Conduct final inspections and punch list preparation.
2. Verify completion of all corrective work.
3. Assist in preparation of project closeout documentation, including:
 - As-built drawings
 - Test results and certifications
 - Final quantity verification
4. Provide recommendations for project acceptance.

Additional On-Call Support Services

The Consultant may be requested to provide additional services including:

1. Emergency inspection services for water main breaks or urgent repairs.
2. Assistance with condition assessments of existing infrastructure.
3. Support for grant-funded projects and reporting requirements.
4. Coordination with SCADA or system integration improvements where applicable. SCADA field-truthing to physically verify field conditions match with SCADA telemetry (e.g. checking physical tank levels, pressure gauges against digital readouts)

5. Miscellaneous inspection, investigation, and reporting tasks as directed by the Public Works Director.

INSPECTOR QUALIFICATIONS AND CERTIFICATIONS

The Consultant shall provide qualified inspection personnel with demonstrated experience in water infrastructure construction. All personnel assigned to perform inspection services shall possess the appropriate certifications, training, and experience necessary to perform the required duties in accordance with industry standards and regulatory requirements.

Minimum Qualifications

Construction inspectors assigned to water CIP projects shall, at a minimum:

1. Have a minimum of three (3) years of experience in construction inspection of water or related public works infrastructure projects.
2. Demonstrate experience inspecting:
 - Water main installation and rehabilitation
 - Wet utility construction within public right-of-way
 - Trenching, backfill, and compaction operations
 - Utility tie-ins and service connections
3. Be familiar with applicable standards, including:
 - Standard Specifications for Public Works Construction (Greenbook)
 - AWWA standards
 - California Plumbing Code and applicable State regulations

Desirable Certifications

The ideal inspector shall have current and valid certifications, including but not limited to:

- ACI Field Testing Technician – Grade I (or equivalent)
- NICET Certification (Level II or higher) in Construction Materials Testing, Transportation, or Utility Inspection (preferred)
- OSHA 10-hour Construction Safety Certification (minimum; OSHA 30-hour preferred)

Additional/Preferred Certifications

The following certifications are highly desirable and may be required depending on the specific task assignment:

- Water Distribution Operator Certification (State of California)
- Backflow Prevention Assembly Tester (BAC-T) Certification
- Traffic Control / ATSSA Certification (or equivalent)
- SWPPP / QSP Certification for stormwater compliance
- Confined Space Entry Training
- CPR/First Aid Certification

Staffing and Substitutions

1. The Consultant shall provide personnel who meet or exceed the qualifications listed above.
2. The consultant may assign more than one inspector to complete requested specific tasks under their respective skills and certifications, however the inspector used should not be substituted during the completion of the project or task.
3. Any proposed substitutions of key personnel must be submitted to the City for review and approval prior to assignment.
4. The City reserves the right to request removal and replacement of any personnel deemed unqualified or unsatisfactory in performance.

Responsibility for Compliance

The Consultant shall ensure that all personnel maintain current certifications throughout the duration of the contract and comply with all applicable safety and regulatory training requirements.

WORK REQUEST PROCEDURE

The successful consultant(s) will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:

- A. Each task to be performed shall be set forth in a written request ("Request") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Following receipt of the Request, the Consultant shall prepare a "Task Proposal" that includes the following components, and submit to the City within the deadline requested (5-10 days):
 1. A written description of the requested task ("Task Description") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 2. The costs to perform the task ("Task Budget");
 3. An explanation of how the cost was determined; and
 4. A schedule for completion of the task ("Task Completion Schedule"), including a final completion date ("Task Completion Date").
- C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the proposed personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.
- H. Consultant acknowledges that City has no obligation to request work from Consultant under this Agreement. City may establish a rotation schedule with multiple consultants, and may seek competing Task Proposals.
- I. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering weekly written summary of progress on all approved Task Proposals for services lasting longer than one week.
- J. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

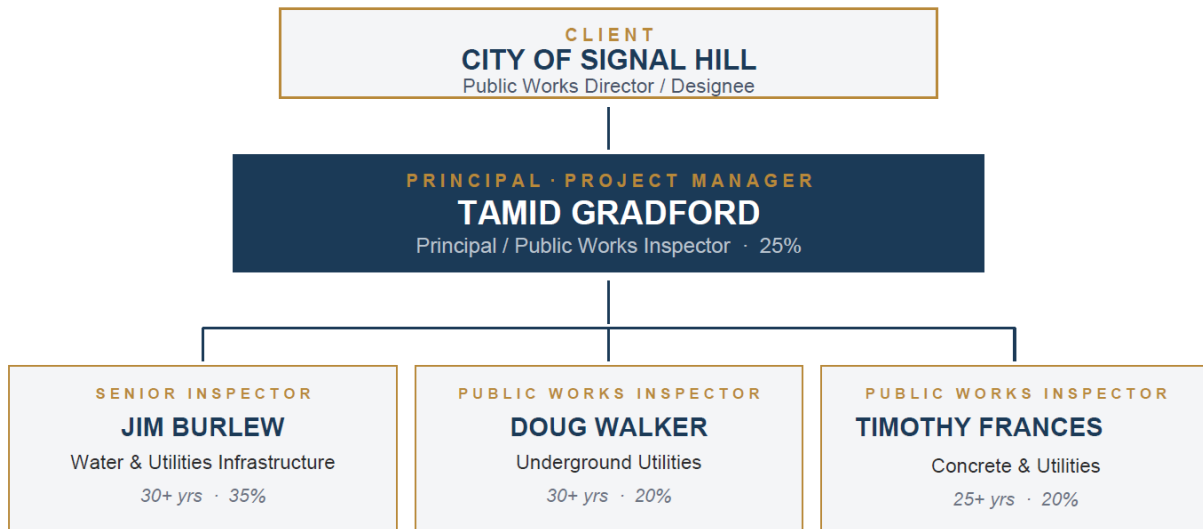


EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the total compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$350,000 for the term of the agreement as stated in Section 3.12 of this agreement. The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"

Hourly Compensation Rates

Effective: July 1, 2026 – June 30, 2029

CLASSIFICATION	Standard Rate	Overtime Rate
Principal / Project Manager	\$ 195 /hr	\$ 292.50 /hr
Senior Public Works Inspector	\$ 180 /hr	\$ 270 /hr
Public Works Inspector	\$ 165 /hr	\$ 247.50 /hr

■ NOTES

- › All field inspection rates are inclusive of vehicle, standard inspection equipment, communication tools, and routine field consumables.
- › Overtime rates apply to hours worked beyond eight (8) per day or forty (40) per week, and to weekend or holiday work as required by Labor Code provisions.
- › Authorized expenses outside the scope of work will be billed at cost plus 10% with prior written authorization.
- › Rate increases over the contract term will be limited to State-mandated prevailing wage adjustments, submitted for City review on each anniversary of contract execution.
- › GRADFORD Inc. will consider blended rates, not-to-exceed task budgets, and volume considerations for sustained full-time or multi-month task orders, subject to mutual agreement at Task Proposal issuance.

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher.

Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident" with a Business Use Endorsement; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement **Coverage is applicable for all construction-related work.**

3.2.11.3 Insurance Endorsements. Required liability insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be

promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Products/completed operations coverage. Products liability coverage shall extend for a minimum of three years (3) after project completion, and completed operations coverage for construction agreements shall extend for 10 years from the date of substantial completion of the project or the statute of repose, whichever is longer. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage. – **Required for all construction work.**

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of June, 2026, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755 ("City") and TKE Engineering, Incorporated, a California Corporation, with its principal place of business at 2305 Chicago Avenue, Riverside, CA 92507 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional on-call inspection and consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional on-call inspection and consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional inspection and consulting services for the **On-Call Water Inspections Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call inspection and consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I.]"

3.1.2 Term. The term of this Agreement shall be from July 1, 2026 to June 30, 2029, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Steven Ledbetter, Vice President.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director and/or Contracts Manager or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Steven Ledbetter, Vice President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

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employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

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3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization

from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	TKE Engineering, Incorporated 2305 Chicago Avenue Riverside, CA 92507 ATTN: Steven Ledbetter, Vice President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Gabino Luna, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

TKE ENGINEERING INCORPORATED

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall provide professional construction inspection and related support services on an on-call, as-needed basis for water-related Capital Improvement Program (CIP), private permitted developments, and encroachment permit projects within the City of Signal Hill. Services shall be performed under the direction of the Public Works Director or their designee. The Consultant shall support the City in implementing water CIP projects identified in the Water Master Plan and ongoing infrastructure improvements.

Services may include inspection of water mains, laterals, valves, hydrants, meters, pressure reducing stations, blow-off valves, and other appurtenances, as well as coordination with contractors, utilities, and City staff to ensure compliance with plans, specifications, and regulatory requirements.

SCOPE OF WORK

The Consultant shall provide all labor, equipment, materials, and expertise necessary to perform construction inspection services, including but not limited to the following:

Support for Water Capital Improvement Projects

The Consultant shall provide construction inspection and related services for the City's Water Capital Improvement Projects, as identified in the City's Water Master Plan and Rate Study. Services shall be provided on an as-needed basis for a variety of water system improvement projects, which may include but not limited to:

- Water main replacement and rehabilitation projects
- New water main installation and system expansions
- Water service and lateral replacements
- Pressure reducing station improvements
- Reservoir, booster pump stations, and well facility improvements
- Water treatment facility upgrades
- Meter replacement and Advanced Metering Infrastructure (AMR/AMI) implementation
- Emergency Repair and replacement projects
- SCADA-related water system improvements (as applicable to construction phase)

The Consultant shall maintain flexibility to respond to the evolving needs of the City's Water CIP program and shall allocate appropriate staffing and resources to support multiple projects as required.

Construction Inspection Services

1. Inspect the construction of water mains, water services, laterals, and associated appurtenances to ensure compliance with approved plans, specifications, and the City's CIP program.
2. Monitor and inspect all construction activities within the City right-of-way (ROW), including:
 - Traffic control implementation for water-related projects or emergencies
 - Trenching and excavation operations
 - Restoration, backfill, and compaction activities

3. Enforce permit conditions and ensure all work within wet utilities complies with applicable local, state, and federal regulations, including but not limited to:
 - o City of Signal Hill Water Main Criteria Standards (Standard 400)
 - o City of Signal Hill Water Line vertical and horizontal Clearance requirements from other utilities (critically other wet utilities such as sewer, storm drain, and oil lines)
 - o California Department of Public Health (CDPH) / DDW standards
 - o AWWA standards
 - o Cal/OSHA safety requirements
4. Inspect installation of new and repaired infrastructure of the following:
 - o Water service and backflow prevention assembly connections
 - o Fire service lines and fire protection systems
 - o Water meters and meter boxes
 - o Valves, hydrants, blow-offs, and air release valves
5. Coordinate and observe utility tie-ins performed by contractors or third parties to ensure proper sequencing, shutdown coordination, and system integrity.

Water Pipeline and Trench Inspection

1. Verify trenching operations, including:
 - o Excavation limits
 - o Shoring and trench safety compliance
 - o Utility conflicts and clearances
2. Inspect bedding, pipe placement, backfill, and compaction to ensure compliance with:
 - o City standards for sand bedding
 - o Standard Specifications for Public Works Construction (Greenbook)
 - o Project-specific requirements
 - o Public works City Inspector procedures
3. Review and document compaction testing results and verify conformance with required density standards.
4. Monitor surface restoration including pavement, curb and gutter, sidewalks, and landscaping.

Testing and Commissioning

The Consultant shall witness, document, and verify all required testing, including but not limited to:

1. Hydrostatic pressure testing of water mains
2. Bacteriological testing and system disinfection
3. Fire flow testing and system performance verification
4. Backflow preventer testing (BAC-T)
5. Leak detection and line flushing procedures
6. Functional testing of valves, hydrants, and appurtenances

The Consultant shall ensure all testing meets City standards and regulatory agency requirements prior to acceptance.

Construction Monitoring and Documentation

1. Provide full-time or part-time inspection as required for each assigned project or ROW permitted work.
2. Maintain accurate and detailed daily inspection reports documenting:
 - o Work performed
 - o Labor and equipment on site
 - o Weather conditions

- Delays or issues
 - Safety observations
- 3. Track contractor quantities and verify pay quantities for progress payments.
- 4. Review contractor submittals, RFIs, and shop drawings for conformance with construction documents.
- 5. Identify and document deviations from plans and coordinate with City staff for resolution.
- 6. Assist in preparation and review of:
 - Change orders
 - Field directives
 - Extra work authorizations

Coordination and Communication

1. Coordinate with City staff, contractors, utility agencies, and stakeholders to ensure smooth project execution.
2. Attend and participate in:
 - Pre-construction meetings
 - Progress meetings
 - Coordination meetings
3. Provide timely communication regarding field issues, conflicts, and recommended resolutions.
4. Coordinate water shutdowns, tie-ins, and customer notifications as required.

Regulatory Compliance and Safety

1. Ensure compliance with all applicable permits, including:
 - Encroachment permits
 - Environmental permits
 - Traffic control plans
2. Monitor contractor compliance with safety standards and report unsafe conditions.
3. Verify compliance with environmental requirements including:
 - Stormwater pollution prevention (SWPPP)
 - Dust control
 - Noise control

Project Closeout Services

1. Conduct final inspections and punch list preparation.
2. Verify completion of all corrective work.
3. Assist in preparation of project closeout documentation, including:
 - As-built drawings
 - Test results and certifications
 - Final quantity verification
4. Provide recommendations for project acceptance.

Additional On-Call Support Services

The Consultant may be requested to provide additional services including:

1. Emergency inspection services for water main breaks or urgent repairs.
2. Assistance with condition assessments of existing infrastructure.
3. Support for grant-funded projects and reporting requirements.
4. Coordination with SCADA or system integration improvements where applicable. SCADA field-truthing to physically verify field conditions match with SCADA telemetry (e.g. checking physical tank levels, pressure gauges against digital readouts)

5. Miscellaneous inspection, investigation, and reporting tasks as directed by the Public Works Director.

INSPECTOR QUALIFICATIONS AND CERTIFICATIONS

The Consultant shall provide qualified inspection personnel with demonstrated experience in water infrastructure construction. All personnel assigned to perform inspection services shall possess the appropriate certifications, training, and experience necessary to perform the required duties in accordance with industry standards and regulatory requirements.

Minimum Qualifications

Construction inspectors assigned to water CIP projects shall, at a minimum:

1. Have a minimum of three (3) years of experience in construction inspection of water or related public works infrastructure projects.
2. Demonstrate experience inspecting:
 - Water main installation and rehabilitation
 - Wet utility construction within public right-of-way
 - Trenching, backfill, and compaction operations
 - Utility tie-ins and service connections
3. Be familiar with applicable standards, including:
 - Standard Specifications for Public Works Construction (Greenbook)
 - AWWA standards
 - California Plumbing Code and applicable State regulations

Desirable Certifications

The ideal inspector shall have current and valid certifications, including but not limited to:

- ACI Field Testing Technician – Grade I (or equivalent)
- NICET Certification (Level II or higher) in Construction Materials Testing, Transportation, or Utility Inspection (preferred)
- OSHA 10-hour Construction Safety Certification (minimum; OSHA 30-hour preferred)

Additional/Preferred Certifications

The following certifications are highly desirable and may be required depending on the specific task assignment:

- Water Distribution Operator Certification (State of California)
- Backflow Prevention Assembly Tester (BAC-T) Certification
- Traffic Control / ATSSA Certification (or equivalent)
- SWPPP / QSP Certification for stormwater compliance
- Confined Space Entry Training
- CPR/First Aid Certification

Staffing and Substitutions

1. The Consultant shall provide personnel who meet or exceed the qualifications listed above.
2. The consultant may assign more than one inspector to complete requested specific tasks under their respective skills and certifications, however the inspector used should not be substituted during the completion of the project or task.
3. Any proposed substitutions of key personnel must be submitted to the City for review and approval prior to assignment.
4. The City reserves the right to request removal and replacement of any personnel deemed unqualified or unsatisfactory in performance.

Responsibility for Compliance

The Consultant shall ensure that all personnel maintain current certifications throughout the duration of the contract and comply with all applicable safety and regulatory training requirements.

WORK REQUEST PROCEDURE

The successful consultant(s) will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:

- A. Each task to be performed shall be set forth in a written request ("Request") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Following receipt of the Request, the Consultant shall prepare a "Task Proposal" that includes the following components, and submit to the City within the deadline requested (5-10 days):
 1. A written description of the requested task ("Task Description") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 2. The costs to perform the task ("Task Budget");
 3. An explanation of how the cost was determined; and
 4. A schedule for completion of the task ("Task Completion Schedule"), including a final completion date ("Task Completion Date").
- C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the proposed personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.
- H. Consultant acknowledges that City has no obligation to request work from Consultant under this Agreement. City may establish a rotation schedule with multiple consultants, and may seek competing Task Proposals.
- I. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering weekly written summary of progress on all approved Task Proposals for services lasting longer than one week.
- J. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

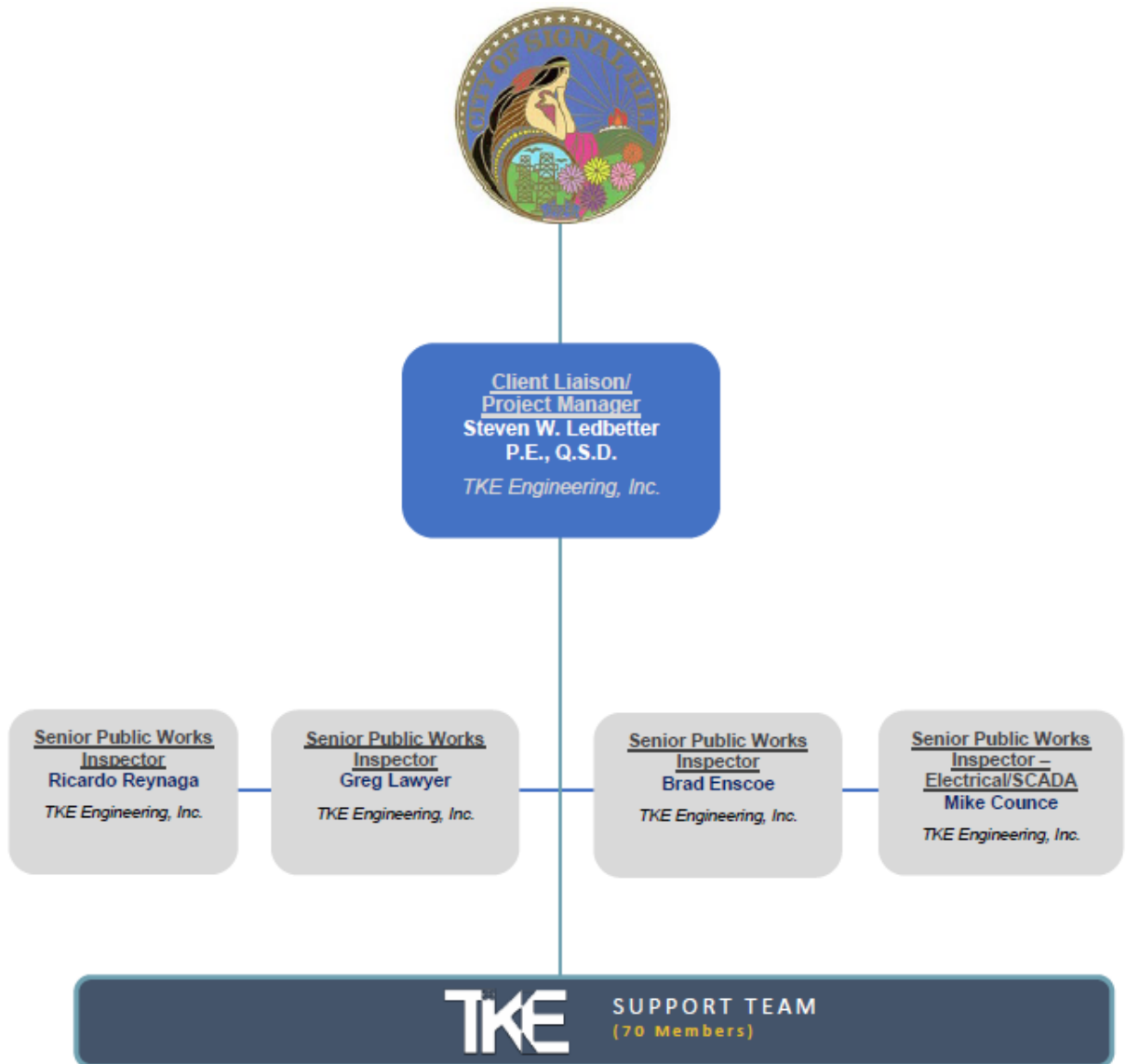


EXHIBIT "B"

SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the total compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$350,000 for the term of the agreement as stated in Section 3.12 of this agreement. The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"

Hourly Compensation Rates

Effective: July 1, 2026 – June 30, 2029

	HOURLY RATE*
Principal in Charge	\$200.00
Project Manager/Construction Manager/Licensed Surveyor	\$190.00
Traffic Engineer (TE)	\$200.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	\$180.00
Assistant Project Manager/Associate Engineer	\$170.00
Assistant Engineer/Plan Checker/Designer	\$160.00
AutoCAD Technician	\$150.00
Engineering Technician	\$120.00
Clerical	\$100.00
Forensic Engineering	\$315.00
Expert Witness Testimony	\$415.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	\$285.00

DEVELOPMENT SERVICES

Managing Director	\$190.00
Senior Project Manager	\$140.00
Project Manager	\$110.00

CONSTRUCTION SERVICES

Specialty Construction Inspector (Prevailing Wage)	\$200.00
Senior Construction Inspector (Prevailing Wage)	\$190.00
Construction Inspector (Prevailing Wage)	\$180.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher.

Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident" with a Business Use Endorsement; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement **Coverage is applicable for all construction-related work.**

3.2.11.3 Insurance Endorsements. Required liability insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be

promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Products/completed operations coverage. Products liability coverage shall extend for a minimum of three years (3) after project completion, and completed operations coverage for construction agreements shall extend for 10 years from the date of substantial completion of the project or the statute of repose, whichever is longer. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage. – **Required for all construction work.**

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.



STAFF REPORT

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: GABINO LUNA
PUBLIC WORKS DIRECTOR**

**SUBJECT: FINAL ACCEPTANCE OF WILLOW MEDIAN IMPROVEMENTS PROJECT
PURSUANT TO THE PUBLIC WORKS CONTRACT WITH KORMEX
CONSTRUCTION, INCORPORATED**

Summary:

On July 8, 2025, the City Council awarded a Public Works contract to Kormex Construction, Inc. for the Willow Median Improvements Project (Project). The Project included landscape, irrigation, and electrical improvements to three medians along Willow Street between Dawson Avenue and Temple Avenue as part of the City's ongoing Citywide Median Improvement Program. Kormex Construction, Incorporated, completed the project in accordance with the approved plans and specifications and to the satisfaction of the Public Works Department. Staff requests that the City Council declare final acceptance of the Willow Median Improvements Project for a final contract amount of \$500,911.66 and direct staff to record a Notice of Completion with the Los Angeles County Registrar-Recorder's Office and thereafter process the retention release on the contract.

Strategic Plan Goals:

Goal No. 4 Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

1. Accept the work in conformance with the plans and specifications for the Willow Median Improvements Project in accordance with the contract entered between Kormex

Construction, Incorporated and the City of Signal Hill, and authorize the City Manager to execute the Notice of Completion; and

2. Direct staff to record the Notice of Completion with the Los Angeles County Registrar-Recorder's office.

Fiscal Impact:

The City Council awarded a Public Works contract to Kormex Construction, Incorporated for the Willow Median Improvements Project in the amount of \$478,156.50 and authorized a contingency of \$47,815.65, for a total construction budget of \$525,972.15. During construction, staff authorized change orders totaling \$22,755.16 for additional electrical improvements, median lighting enhancements, and unforeseen field conditions encountered during construction. The final contract amount totaled \$500,911.66, which remained within the approved project budget and contingency authorization.

Background and Analysis:

The Willow Median Improvements Project represents the second phase of the City's Citywide Median Improvement Program, which supports the City Council's Strategic Plan goal of enhancing the appearance, sustainability, and functionality of major roadway corridors throughout the community. On July 8, 2025, the City Council awarded a Public Works contract to Kormex Construction, Incorporated for the construction of median improvements along Willow Street between Dawson Avenue and Temple Avenue. The project included the installation of approximately 800 drought-tolerant shrubs and 11 palm trees, new irrigation systems, electrical infrastructure, and associated landscape enhancements across three medians totaling approximately 1,710 linear feet. The improvements were designed to improve streetscape aesthetics, support water conservation efforts, enhance visibility, and provide consistency with recently completed median improvement projects throughout the City.

During construction, staff authorized change orders totaling \$22,755.16 to address additional electrical improvements, lighting enhancements for monument signage and landscaping features, and unforeseen field conditions encountered during construction. All additional work was necessary to complete the project and remained within the contingency amount previously authorized by the City Council.

Construction activities have been completed and the project underwent final inspection and punch list review. The contractor successfully completed all required corrective work, and the Public Works Department determined the project was completed in accordance with the approved plans, specifications, and contract requirements. Final inspection and completion of all punch list items occurred on May 22, 2026. Based on the contractor's satisfactory performance and successful completion of the project, staff recommends that the City Council declare final acceptance of the Willow Median Improvements Project.

Following final acceptance, staff will record a Notice of Completion with the Los Angeles County Registrar-Recorder's Office and process the retention release in accordance with the contract documents.

6/9/2026

Reviewed for Fiscal Impact:

Siamlu Cox

Attachment:

A. Notice of Completion - Willow Median Improvements Project

Recording requested by
and when recorded mail to:

City of Signal Hill
2175 Chery Avenue, CA 90755
Attn: Margarita Beltran, Contracts Manager

(Space Above for Recorder's Use Only)

[FEE EXEMPT PURSUANT TO GOVERNMENT CODE §§ 6103, 27383 & 27361, SUBD. (e)]

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by City of Signal Hill ("City"), which on or about on July 8, 2025, entered into a contract with Kormex Construction, Inc. ("Direct Contractor"), whose address is 2324 S. Vineyard Ave Suite K, Ontario, CA 91761, for construction of the public work of the Willow Median Improvements Project ("Project") on the real property owned by the City located on Willow Street between Dawson Avenue and Temple Avenue, Signal Hill, CA 90755, as follows:

- A. The City accepted the Project on June 9, 2026.
- B. That the nature of the interest of the undersigned is as an interest in fee in the above-described real property.
- C. That the name and address of the undersigned owner of the above-described property is:

City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

CITY OF SIGNAL HILL

By: _____
Name & Title: Carlo Tomaino, City Manager
Dated: June 9, 2026

VERIFICATION

I, Carlo Tomaino, state that I am the authorized agent of the City identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 9th day of June, 2026, at City of Signal Hill, California.

CITY OF SIGNAL HILL

By: _____
Name & Title: Carlo Tomaino, City Manager
Dated: June 9th, 2026

[Exempt from notarial acknowledgement per Civil Code section 9208]



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal
Hill, California 90755-3799

STAFF REPORT

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: GABINO LUNA
PUBLIC WORKS DIRECTOR**

**SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 2026-05-1557
GRANTING A FRANCHISE TO ZENITH ENERGY WEST COAST TERMINALS LLC**

Summary:

Franchise agreements are agreements in which a local jurisdiction provides a utility with the right to serve customers within its jurisdiction. Zenith Energy West Coast Terminals, a Limited Liability Company (Zenith) has requested the renewal of an existing pipeline franchise to operate its facilities within the City's right-of-way. Staff has reviewed Zenith's emergency response plan, insurance coverage, and financial statements, and has consulted with the City Attorney's Office. On April 14, 2026, the City Council adopted a resolution declaring its intent to grant a 15-year franchise to Zenith and set a public hearing for May 12, 2026. On May 12, 2026, the City Council introduced Ordinance No. 2026-05-1557, granting a franchise to Zenith. Staff are now presenting Ordinance 2026-05-1557 for Second Reading and adoption. The Ordinance would become effective 30 days after the Second Reading.

Strategic Plan Goal(s):

Goal No. 1: Financial Stability: Ensure the City's long-term financial stability and resilience.

Goal No. 2: Community Safety: Maintain community safety by supporting public safety services and increasing emergency preparedness.

Recommendation:

Adopt Ordinance No. 2026-05-1557, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, GRANTING A FRANCHISE TO ZENITH ENERGY WEST COAST TERMINALS LLC AND THE INTERESTS, RIGHTS, PRIVILEGES, AND DUTIES TO LAY AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL AND PETROLEUM PRODUCTS FOR ANY AND ALL LAWFUL PURPOSES UNDER AND ALONG THE PUBLIC STREETS, WAYS, ALLEYS, AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THIS CITY.

Fiscal Impact:

The recommended action would have minimal fiscal impact. Renewal of the existing franchise would authorize the continued collection of annual franchise fees. In 2025, the City received \$3,644.94 in franchise fees from Zenith Energy West Coast Terminals LLC (Zenith) under Ordinance No. 2004-02-1326. The franchise fee is calculated based on the total amount and size of the pipeline. The City updates the franchise fee annually in January based on inflation data, and the Finance Department utilizes current fees evaluated against change in the Consumer Price Index (CPI) to prepare annual invoices. In addition, Zenith submitted a deposit of \$5,000 to the City for staff review costs and media publication costs associated with processing the pipeline franchise.

Background and Analysis:

On May 12, 2026, the City Council introduced Ordinance No. 2026-05-1557 granting a franchise to Zenith Energy West Coast Terminals, a Limited Liability Company. The City posted a summary of the Public Hearing notice in advance of the introduction of the Ordinance in accordance with Signal Hill Municipal Code (SHMC) Section 1.08.010. Staff is now presenting Ordinance No. 2026-05-1557 for second reading and adoption. The Ordinance would become effective 30 days after the second reading.

A summary of the proposed Ordinance will be published in the Signal Hill Tribune newspaper, per Government Code §36933(a), within 15 days after its passage and a copy of the full text was made available in the office of the City Clerk five (5) days before adoption in accordance with §36933 (c)(1).

After thirty (30) days, Ordinance No. 2026-05-1557 will be published in its entirety on the City website.

Reviewed for Fiscal Impact:

Siamlu Cox

Attachment(s):

- A. Zenith Franchise Ordinance No. 2026-05-1557
- B. Exhibit A - Map of Pipelines
- C. Exhibit B - Schedule of Charges

ORDINANCE NO. 2026-05-1557

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, GRANTING A FRANCHISE TO ZENITH ENERGY WEST COAST TERMINALS LLC AND THE INTERESTS, RIGHTS, PRIVILEGES, AND DUTIES TO LAY AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL AND PETROLEUM PRODUCTS FOR ANY AND ALL LAWFUL PURPOSES UNDER AND ALONG THE PUBLIC STREETS, WAYS, ALLEYS, AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THIS CITY

WHEREAS, Section 6232 of the California Public Utilities Code provides that upon receipt of an application to grant a franchise, the City Council may adopt a resolution declaring its intent to grant the franchise applied for; and

WHEREAS, the City Council of the City of Signal Hill has received an application from Zenith Energy West Coast Terminals LLC requesting the right, privilege, and franchise to lay and use pipes and appurtenances for the transmission of oil and petroleum products for any and all lawful purposes under and along the public streets, ways, alleys, and places, as the same now or may hereafter exist, within the City; and

WHEREAS, Zenith Energy West Coast Terminals LLC has provided the City with information concerning its internal organization and its experience and resources, financial, managerial, and otherwise, to perform its obligations under a franchise; and

WHEREAS, Sections 6231 and 6235 of Chapter 2, Article 2 of the Public Utilities code sets forth the procedure for granting a franchise.

WHEREAS, on April 17, 2026, notice of a City Council public hearing was published in the Signal Tribune newspaper in accordance with Government Code 65091 (a)(4) and was posted in accordance with Signal Hill Municipal Code Section 1.08.010; and

WHEREAS, on May 12, 2026, the City Council held a public hearing, and all persons were given an opportunity to be heard; and

WHEREAS, the City has incorporated all comments received and responses thereto.

NOW, THEREFORE, the City Council of the City of Signal Hill, California, does hereby ordain as follows:

Section 1. Definitions. Whenever in this ordinance the words or phrases set forth in this section are used, they shall have the respective meanings ascribed to them in the following definitions (unless, in the given instance, the context wherein said words or phrases are used shall clearly import a different meaning):

(a) The word "Grantee" shall mean Zenith Energy West Coast Terminals LLC, a Delaware limited liability company.

(b) The word "City" shall mean and include the City of Signal Hill, a municipal corporation, in its present incorporated form or in any later reorganized, consolidated, or reincorporated form.

(c) The word "Streets" shall mean the public streets, highways, medians, parkways, and other public ways and alleys, or any other public places or property of the City as the same may now or hereafter exist within said City.

(d) The word "Engineer" shall mean the City Engineer of the City or the Engineer's written designee.

(e) The word "Oil" shall mean natural or manufactured oil, gas, or other petroleum products, or a mixture of such natural and manufactured substances.

(f) The phrase "Pipelines and Appurtenances" shall mean pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, conduit, appliance, attachment, appurtenance, and any other property located or to be located on, in, or under the streets of the City, and used or useful in the transmission and distribution of oil.

(g) The phrase "Lay and Use" shall mean to lay, construct, erect, install, operate, maintain, use, repair, replace, or remove.

(h) The word "Agency" shall mean and include the Redevelopment Agency of the City, a public body, corporate and politic, in its present form or in any later form.

(i) The phrase "Working Day" shall mean every day except Saturday and Sunday and any holiday on which the City's offices are closed.

(j) The phrase "Hazardous Liquid Pipeline" shall mean a pipeline which carries those substances subject to and as defined in Part 195 of Title 49 of the Code of Federal Regulations (Transportation of Hazardous Liquids by Pipeline) and as said Part 195 may be amended from time to time.

(k) The phrase "Environmental Claim" shall mean any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the site or its operations and arising or alleged to arise under any environmental law.

(l) The phrase "Environmental Cleanup Liability" shall mean any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the site, including the groundwater thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(m) The phrase "Environmental Compliance Cost" shall mean any cost or expense of any nature whatsoever necessary to enable the site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the site is capable of such compliance.

(n) The phrase "Environmental Law" shall mean any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to hazardous materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(o) The phrase "Hazardous Material" shall mean and is defined to include any hazardous or toxic substance, material or waste which is or becomes

regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect. Hazardous Materials shall not include those materials routinely used in the development or operation of multi-family housing in accordance with all environmental and workplace safety laws.

Section 2. Grant of Franchise. Subject to each and all of the terms and conditions contained in this ordinance, and pursuant to applicable provisions of Chapter 2 of Division 3 of the Public Utilities Code of the State of California (Sections 6201 et seq.), or proper governmental authority, there is hereby granted to Grantee the right, privilege, and franchise to lay and use pipelines and appurtenances for the transmission and distribution of oil for any and all lawful purposes, under and in the streets included in the "Description of Pipeline Routes, Dimensions and Depths" attached hereto as Exhibit A and incorporated herein by this reference. This grant of franchise shall also include such other routes as may be approved upon application to the City Council (the "Franchise Agreement"). Grantee shall pay the City a base franchise granting fee of Two Thousand dollars (\$2,000) which shall accompany the Letter of Acceptance of the Franchise Agreement.

Section 3. Term of Franchise. The term or period of this franchise shall be for fifteen (15) years from and after the effective date hereof.

Section 4. Payments to the City

(a) Franchise Fee. For the right, privilege and franchise granted hereunder, Grantee shall pay to the City an annual fee, payable in the amounts and times provided in this Section.

(b) Computation of Fee. The fee shall be computed based upon the "Schedule of Charges" attached hereto as Exhibit B and incorporated herein by this reference. Commencing as of the effective date of this ordinance, such annual payments shall be made continuous from the date of installation to and including the date of either (i) actual removal of the pipelines, (ii) the effective date of a properly approved abandonment "in place" authorized by the City pursuant to Section 7(c) which shall not be effective until Grantee shall have fully complied with all of the provisions of this part and of all other applicable provisions of law or ordinance relative to such abandonments, or (iii) until any pipeline installed and/or maintained pursuant to the provisions of this part shall have been transferred or assigned pursuant to the provisions of Section 11 of this ordinance. After completion of such assignment, and upon City approval thereof, all obligations of Grantee for such pipeline under this part shall cease.

The amount of the fee shall be determined based upon the lineal feet of pipeline and shall vary depending upon the diameter of the pipe and whether the pipeline is active or inactive. The fee for an inactive pipeline shall be fifty (50%) percent of that for an active pipeline of the same dimension. At such time as use of a pipeline shall be discontinued, and if Grantee intends such discontinuance to continue for more than two years, Grantee shall notify City in writing of such use discontinuance. Grantee shall not be entitled to any fee reduction unless said notice is provided, and then only in accordance with Section 4(f) and 7(c).

(c) Consumer Price Index Adjustment. The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:

(1) The applicable base rate shall be multiplied by the Consumer Price Index (CPI) for Homeowners' Costs in the Los Angeles Metropolitan Area, published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month of January in which payment shall be due and payable, and divided by the Consumer Price Index for Homeowners' Costs for December 1984, which is 100.0. Under no circumstances shall the multiplying factor be less than one or the computed fees be greater than what is allowed under applicable California law.

(2) If the United States Department of Labor, Office of Information discontinues the preparation and publication of a Consumer Price Index for Homeowners' Costs in the Los Angeles Metropolitan Area, and if no transposition table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the Index of December 1988, then the City Council shall prescribe a rate of

payment which shall, in its judgment, vary from the rates specified in this subsection in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. Upon this point the determination by the City Council shall be final and conclusive.

(3) The Engineer shall determine the adjustment in CPI in accordance with this subsection (c) and provide Grantee with the corrected schedule prior to December 1 preceding the month of January in which payment shall be due and payable.

(d) Time for Payment. The annual franchise fee shall be computed based upon the Schedule of Charges in Exhibit B, as adjusted pursuant to subsection (c) of this Section, and the initial annual payment shall be due and payable upon Grantee's filing of written acceptance with the City Clerk pursuant to Section 14(b). The franchise fee shall be prorated for the remainder of the calendar year based upon a 360-day year. The next annual payment shall be due and payable on the first working day of the following calendar year, and on the first working day of each calendar year thereafter for the remainder of the franchise, whether or not an invoice therefore is received. Payment shall be accompanied by the inventory of facilities described in Section 9(b) and also showing Grantee's computation of franchise fee for each pipeline segment.

(e) Late Charges. Any fees charged or expenses charged to Grantee by City pursuant to this Section, or any other provision of this ordinance, shall be paid when due, or shall be deemed delinquent. Any delinquent amounts shall accrue interest commencing ten (10) days after the due date, at the rate of one and one-half percent (1.5%) per month (based upon a 30-day calendar month) or any lesser amount if required by law. Any neglect, omission or refusal by said Grantee to pay the franchise fee with any late charges, within thirty (30) days of delinquency, at the times or in the manner herein provided, shall be grounds for a declaration of a forfeiture of this franchise and of all rights hereunder.

(f) Refunds. Upon the written request of Grantee, fees previously paid on pipelines which are inactive, abandoned, assigned, or transferred in accordance with the provisions hereof shall be refunded to Grantee for the unearned portion thereof upon the basis of the fee schedule under which the fees were paid, provided said written request is made within ninety (90) days from the date of said inactivity, abandonment, assignment, or transfer. Said refund shall be credited toward the fees payable in the succeeding calendar year or at Grantee's written request as a cash refund for that portion in excess of the fees of said succeeding year, if any. It shall be the obligation of Grantee to duly inform City of the effective date of any inactivity, abandonment, assignment, or transfer.

(g) Past Due Fees For Unauthorized Pipelines. Fees shall continue to accrue during each year or portion thereof that pipelines and appurtenances occupy City streets. In the event Grantee has any pipelines or appurtenances occupying City streets without right, Grantee shall pay all fees computed based on the schedules set forth herein,

as annually adjusted, with interest and penalties thereon, as provided herein, for each year or portion thereof in which City streets were so occupied.

(h) Changes in Law. After five (5) years from the commencement of this franchise, and every five (5) years thereafter, the franchise fees provided hereunder may be increased to the maximum permitted by state law should state law permit the imposition of greater franchise fees.

Section 5. Grant of Franchise Supersedes All Other Rights. This franchise is granted in lieu of all other franchises owned by Grantee, or the aforementioned entities, or by any successor or assign of Grantee to any rights under this franchise, for transmission and distribution of oil within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all other such franchises within the limits of the City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

Section 6. Grantee's General Obligations

(a) Compliance with Law. The Grantee shall construct, install, maintain, remove and/or abandon all pipelines and appurtenances in a good and workmanlike manner and of good materials and in conformity with all the valid and applicable ordinances, rules and regulations heretofore or hereafter adopted by the City Council in the exercise of its police power. The Grantee shall operate and maintain all pipelines and appurtenances included under this franchise in accordance with all applicable requirements of Part 195 of Title 49 of the United States Code of Federal Regulations and local ordinances subject to the changes, amendments and modifications as hereafter may be adopted in accordance with valid and applicable local, state, or federal law, including but not limited to those requirements concerning pipeline design, construction, testing, maintenance, surveillance, and operation of utility gas gathering, transmission and distribution piping systems. Any vibration from pipelines and appurtenances shall be kept to a level such that it is undetectable to any residents or businesses in the City and in such cases as it is deemed necessary by the engineer, vibration-dampening equipment of the best available technology shall be installed within ninety (90) days of such an order to reduce any vibrations to levels deemed acceptable by the American National Standards Institute.

(b) Emergency Response Plan. The Grantee shall, for all active pipelines, develop and maintain an emergency response plan satisfactory to the Engineer, which covers franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include proof of arrangements capable of providing emergency clean-up services, including but not limited to traffic control, sand, vacuuming, and other supplies and services as necessary, within four (4) hours of notification of any problem, and such other information as the Engineer shall reasonably require. The Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. The current

emergency response plan shall be resubmitted annually to the Engineer on the first working day of the calendar year.

(c) Excavation Permit Required. The Grantee shall obtain and pay any required fees for an excavation permit before commencing any construction, alteration, installation, removal and/or maintenance of pipelines, appurtenances, and cathodic protection under this franchise. The Grantee may obtain an excavation permit by filing a set of excavation plans with the Engineer, which shall be subject to his or her review and approval. The excavation plans shall show the location of the proposed excavation as well as the location and existence of all pipelines, sewers, conduits, improvements, and other facilities including but not limited to gas, oil and gas product gathering, distribution and transmission pipelines that may be impacted by the proposed excavation activity. The excavation plans shall also contain an adequate description of the proposed work including an estimate of the duration of interference with any street traffic. The Engineer may impose conditions upon the issuance of an excavation permit, including the posting of a faithful performance bond in such principal amount as the Engineer may deem adequate. In addition, the Engineer may also give the Grantee directions for the location of any pipelines and appurtenances as may be reasonably necessary in the opinion of the Engineer to avoid structures in or under the street.

(d) Cathodic Protection. If cathodic protection is proposed to be used for pipelines and appurtenances and electrical attachments or components thereto which have been or are hereafter installed or maintained beneath the surface of City streets, it shall meet the standards set forth by Part 195 of Title 49 of the United States Code of Federal Regulations and Chapter 5.5 of the California Government Code. The Grantee shall conduct annual testing on City water lines located near the Grantee's pipeline at sufficient stationing to show that no damage is occurring to the City's water lines as a result of Grantee's cathodic protection measures. The Grantee shall be fully responsible for the repair and/or replacement of City pipelines and appurtenances and electrical attachments or components thereto, as required by the Engineer, damaged by cathodic protection installed or maintained by the Grantee. All repair and replacement work shall be completed at the Grantee's sole expense.

(e) Performance of Work. The work shall be done in compliance with all City rules, regulations, ordinances, standards and specifications, and such other conditions as the Engineer may direct. All work shall be subject to the inspection of the Engineer. All street coverings or openings, or traps, vaults, and manholes shall at all times be kept flush with the surface of the streets; provided however, that vents for underground traps, vaults and manholes may extend above the surface of the streets when said vents are located in parkways, between the curb and the property line, subject to the prior approval of the Engineer. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations or such additional safety measures as the Engineer may direct.

(f) Emergencies. Whenever any of Grantee's pipelines or appurtenances permits the escape of liquids, vapors, or gases, it shall be the duty of Grantee and any person using or controlling the pipeline or appurtenance to immediately notify the Los Angeles County Fire Department and City Public Works Department and make sure the situation is safe. This includes but is not limited to containment, pump shutdown, valve closures, and evacuation of lines. In the event of an emergency threatening life, health, safety, or property, where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work provided that within seventy-two (72) hours thereafter the Grantee shall make application to the Engineer for an excavation permit in accordance with the foregoing procedures. The Engineer may impose reasonable conditions upon the issuance of such a permit and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times and any damaged portion of the street shall be restored to the same condition as existed prior to the excavation. If the Engineer determines that no emergency occurred or that an excavation permit could have been obtained in advance, the Engineer shall assess the Grantee an amount equal to the cost of the work, which shall be paid by the Grantee within thirty (30) days after invoice therefore.

(g) Certification - Hazardous Liquid Pipelines. The Grantee, upon request by the City of Signal Hill, shall certify to the Engineer the total footage of its hazardous liquid pipelines within the City. The certification shall include a breakdown of the footage under the control of:

- (1) United States Department of Transportation
- (2) California State Fire Marshal
- (3) City of Signal Hill

Grantee shall also file, upon request by the City of Signal Hill, with the Engineer, in a form and manner prescribed by the Engineer, a certificate under penalty of perjury that Grantee has complied with all of the requirements of Part 195 (Transportation of Hazardous Liquids by pipeline) of Title 49 of the United States Code of Federal Regulations concerning Accident Reporting (Subpart B), Design Requirements (Subpart C), Construction (Subpart D), Hydrostatic Testing (Subpart E), Operation and Maintenance (Subpart F), and compliance with all other applicable federal, state, and local regulations.

(h) Disclaimer. It is explicitly understood that the City's records are not complete and pipelines and appurtenances previously unknown to City are frequently discovered. Therefore, by granting this franchise or approving any such excavation permit the City does not warrant the accuracy of information regarding the location or existence of other facilities supplied by the City to the Grantee. Nothing herein shall be deemed to make the City, the Agency, or Engineer or any officer or employee of the City or the Agency responsible or liable to the Grantee or any other person by virtue of approval of excavation permit plans by the City regardless of whether any information or other material is supplied to the Grantee by the City or the Agency pertaining to the location of existing pipelines, facilities or other improvements on, in, or under any street or other public property.

Section 7. Repair of Streets; Relocation and, Removal of Facilities

(a) Repair of Streets. The Grantee shall make and backfill all excavations so as to leave the surface of the public street, alley, highway, or public place in as good a condition as it was prior to said excavation. If any portion of any street shall be damaged by reason of defects in any of the pipelines and appurtenances maintained or constructed under this franchise, or by reason of any other cause arising from the construction, operation, maintenance or existence of any pipelines and appurtenances constructed or maintained under this franchise, the Grantee shall, at its own cost and expense, immediately repair any such damage and restore such street, or portion of street, to as good a condition as existed before such defect or other cause of damage occurred, such work to be done under the direction of the Engineer, and in accordance with all rules, regulations, ordinances, standards and specifications of the City. Grantee shall repair any such damage and restore such street within three (3) working days of receipt of written demand therefore by the Engineer, or such other period as the Engineer may prescribe when required by the public health and safety.

(b) Relocation and/or Removal of Facilities. The Grantee shall, from time to time protect, support, dislocate, temporarily or permanently as may be required, remove or relocate, without expense to the City or any other governmental entity, any facilities installed, used, and maintained under the franchise, when made necessary by any lawful change of grade, alignment, or width of any public street, including the construction of any subway or viaduct, water, sewer, or storm drain lines by the City or any other governmental entity and including when any underground utility district is formed, or made necessary by any other public improvement or alteration in, under, on, upon, or about any public street or other public property, whether such public improvements or alteration be at the insistence of the City or any other governmental entity, and whether such improvement or alteration is for a government or proprietary function, or made necessary by traffic conditions, public safety, street vacation, or any other public project or purpose of City or any other governmental entity. Grantee shall diligently seek and obtain all permits, licenses, or approvals required by governmental agencies of competent jurisdiction. All work shall be performed as directed by the Engineer, and the decision of the Engineer shall be final and binding upon Grantee. Such work shall be completed within ninety (90) days after Grantee has obtained all necessary permits and received written notice from the Engineer to proceed, or such greater or lesser period as the Engineer may reasonably direct.

(c) Change in Use of Facilities. Upon the expiration, non-renewal, revocation, or termination of this franchise, Grantee shall, within twenty (20) days thereafter, make written application to the Engineer for authority to (i) classify the pipelines and appurtenances as inactive, (ii) remove all such idle pipelines and appurtenances, or (iii) abandon them in place. Thereupon the Engineer shall determine whether such pipelines and appurtenances are inactive, whether such pipelines or appurtenances can be removed without detriment to the public interest, and under what conditions such removal may be safely effected, or alternatively, whether some or all of such pipelines and appurtenances may be abandoned in place, and shall then notify the

Grantee regarding such requirements and conditions as shall be specified in the Engineer's order. It is expressly understood that in light of environmental liability arising from conditions associated with abandoned pipelines, such abandonment is disfavored and would be approved by the City only in unique circumstances where the public health, safety, and welfare is protected and promoted.

(d) Removal or Abandonment of Facilities. Within ninety (90) days after the determination of the Engineer approving removal or abandonment of the pipelines and appurtenances, and pursuant to such order of the Engineer, Grantee shall remove or abandon in place, as the case may be, all such facilities. The City may disconnect or sever any facilities not timely removed at the point at which they enter City streets so they cannot be used for the purposes for which they were intended without reconnection after proper authorization.

(e) City to Perform Work. In the event that Grantee fails to perform the repair, removal, relocation and/or abandonment as specified in this Section within the time periods set forth above, then the Engineer may have such failure cured by having such work performed by City or its agents and charge Grantee the cost therefore. City shall keep an itemized account of the cost thereof, including an administrative charge of twenty-five percent (25%) for overhead. Grantee shall pay such costs within thirty (30) days of written invoice therefore by City. In addition, in the event a bond has been posted in accordance with Section 6(c) the City or the Agency may cure the breach and recover from the bond principal and surety the expenses incurred thereby, including attorney's fees.

(f) Liability of Grantee. Any repair, removal, relocation, or abandonment as required by this Section of any street or facility installed, used, or maintained under this franchise shall be the sole responsibility of Grantee, and Grantee, pursuant to Section 8, shall indemnify City from any liability arising from such repair, relocation, removal, or abandonment. Grantee shall be solely responsible for complying with all laws, regulations, and other orders as may be applicable to such repair, relocation, removal, or abandonment, whether federal, state, local, or administrative. City's approval of such repair, relocation, removal, or abandonment shall not be deemed to relieve Grantee of any liability Grantee may have for contaminated soils or other environmental liability arising from said pipelines and appurtenances. Grantee acknowledges that the City is in no way responsible for conducting or accomplishing any such repair, relocation, removal, or abandonment, or for compliance with any laws, regulations, or orders applicable thereto, and acknowledges and agrees that it shall not hold City liable or responsible in any manner for any loss, claim, or damage, including environmental damage or compliance with future repair, relocation, removal, or abandonment requirements, in connection with any such repair, relocation, removal, or abandonment.

Section 8. Insurance and Indemnification

(a) Insurance. Prior to the effective date of this franchise, Grantee shall provide certificates of insurance evidencing the maintenance of public liability insurance, for injury and death of one or more persons resulting from the same incident, accident, or occurrence and for damage to or destruction of property in a combined limit or aggregate as specified below:

(1) General Liability Insurance. Franchisee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$10,000,000 per occurrence, \$20,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$10,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(2) Environmental Liability Insurance. Coverage shall be in an amount no less than \$5,000,000 per claim and in the aggregate. Coverage shall be extended a minimum of five (5) years beyond the term of the contract and such insurance shall contain all standard extensions customary for such policy and shall cover prior acts.

Such insurance shall name the City as additional insured, and protect the City, its officers and employees, and Grantee against loss, directly or indirectly, from liability imposed by law on account of bodily injury and death, and damage to or destruction of property, resulting from the activities of the Grantee under the rights granted by this franchise. The insurance shall contain a severability of interest clause providing that the coverage shall be primary for losses arising from Grantee's operations and neither the City, Agency, nor their insurers shall be required to contribute to any loss. Such insurance shall be maintained in full force and effect during the entire term of this franchise and shall provide for thirty (30) days written notice to the City prior to any cancellation. The insurance policy shall be issued by an insurance company authorized to do business in the State of California with a Best's minimum policyholder rating of "A" status or better and a Best's financial category minimum rating of Class 9 status or better, as rated in the most recent edition of Best's Key Rating Guide, or as otherwise approved by the City in the event such rating system is modified. The insurance required hereunder may be increased by the City during the term of the franchise to reflect increased risk of losses in the industry, and other market factors.

(b) Self-Insurance. Notwithstanding the foregoing requirements for insurance, no such insurance policy shall be required if the Grantee customarily self-insures the risks covered by the required insurance, and has presented to the City:

(1) A certification evidencing such facts, which certification has been approved by the Engineer as to sufficiency and by the City Attorney as to form, to which is attached the following agreement:

In consideration of City allowing Grantee to self-insure the risks in lieu of a policy of liability insurance, Grantee agrees to indemnify and keep and save free and harmless and defend the City, its officers and employees from and against any and all loss, claims, or demands of any kind or nature whatsoever for death, injury, or loss to persons or damage to property, including property or facilities owned by the City, its officers or employees, or any of them which they may sustain or incur or which may be imposed upon them, or any of them, arising out of, or in any manner incident to, Grantee's operations authorized by a permit or permit supplement issued pursuant to the provisions of the Municipal Code, or a permit or permit supplement, issued pursuant to the Ordinance, or an excavation permit issued pursuant to the provisions of the Municipal Code. However, the indemnity obligation of Grantee shall not apply to any claim or liability caused by the sole negligence or willful misconduct of the City.

(2) A financial statement showing the financial condition of the Grantee as of a date not more than one (1) year prior to Grantee's application for the franchise, which statement has been certified by Grantee's proper officials to be true and correct, and which reflects a net worth of the Grantee in excess of five (5) times the amount of limits of liability as established herein. The statement shall have been approved by the Engineer as to sufficiency and by the City Attorney as to form.

(c) Bonds. Whenever any performance bond is required to be posted under this franchise, the bond shall be issued in a form approved by the City Attorney and issued by a corporate surety authorized to do business in the State of California with a Best's minimum policyholder rating of "A" status or better, and a Best's financial category minimum rating of Class 9 status or better, as rated by the most recent edition of Best's Key Rating Guide, or as otherwise approved by the City in the event such rating system is modified. The City may increase the principal amount of any bonds specified in this franchise during the term of the franchise to reflect inflation, increased risk of losses and other factors.

(d) Indemnification. Grantee agrees to indemnify the City, the Agency, their officers, employees and agents against, and shall hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use by Grantee of the streets or the making of excavations in said streets, or the work, operations or activities of Grantee, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Grantee hereunder, or arising from Grantee's performance of or failure to perform any terms, provision, covenant or condition of this franchise, whether or not there is concurrent passive or active negligence on the part of City, the Agency, their officers,

agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, the Agency, their officers, agents or employees, who are directly responsible to the City or the Agency, and in connection therewith:

(1) Grantee shall defend any action or actions filed in connection with any of said claims or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees, incurred in connection therewith;

(2) Grantee shall promptly pay any judgment rendered against the City, the Agency, their officers, agents or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Grantee hereunder; and Grantee agrees to save and hold the City, the Agency, their officers, agents, and employees harmless therefrom;

(3) In the event the City, the Agency, their officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Grantee for such damages or other claims arising out of or in connection with the work operation or activities of grantee hereunder, Grantee agrees to pay to the City, the Agency, their officers, agents or employees, any and all costs and expenses incurred by the City, the Agency, their officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

(4) The indemnity, defense and hold harmless provisions of this Section shall include any claim of damage resulting from or relating to environmental contamination including any and all environmental claims, environmental clean-up liability, environmental compliance costs and any other claims which arise under environmental law from the leakage or spillage of the contents of the pipeline, whether by slow seeping or breakage whether or not such leakage or break results from actual negligence on the part of grantee.

Section 9. Identification and Inventory of Facilities

(a) Identification of Facilities. All valves and gates, whether boxed or exposed, poles and pipelines which are exposed on structures installed or maintained in City property shall bear a distinguishing mark, either by stenciling in the case of pipelines, or by means of a metal tag attached to poles and, with wire to gates and valves, with the name and telephone number of the owner and name of the material carried therein stated thereon. Should the City prescribe a code system for designating the material carried, then the code may be used therefore.

(b) Inventory and Description Required. All persons owning, using, or controlling any facilities installed or maintained beneath the surface of any street shall annually, on the first working day in January, submit to the Engineer, in the form and manner prescribed by the Engineer, a complete inventory of the facilities, including legal descriptions and maps, showing pipeline location and depth (when available), the size

(internal diameter) and lineal footage of each pipeline segment, and the date of each pipeline addition or deletion. The term "facilities", as used in this Section, shall include all pipelines and appurtenances of the Grantee, which are in place in the street as of the first day of the calendar year, plus all pipelines thereafter installed during said year. All pipelines in place shall be deemed to be in use until the Grantee files an application with the Engineer for permission to remove or abandon the same and approval is granted by the City pursuant to Section 7(c).

(c) Pipelines Installed During Year. As to pipelines installed during any year, within forty-five (45) days after completion of such installation, Grantee shall file a supplement to its inventory including the additional facilities. Such facilities shall then be deemed to be covered by this franchise unless within twenty (20) days after receipt of such notice the Engineer shall inform Grantee in writing that such facilities are not accepted and the reasons therefore. In the event such facilities are not accepted, the determinations of the Engineer may be appealed to the City Council.

Section 10. Condemnation

The franchise granted herein shall not in any way or to any extent impair or affect the right of the City to acquire the property of the Grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee or any public utility, nor shall this franchise ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by it to the City therefore at the time of the acquisition thereof.

Section 11. Transfer

(a) Prohibition on Transfer without City Approval. Except as otherwise provided herein, the Grantee shall not sell, transfer, or assign this franchise or any part thereof without the prior written consent of the City Council expressed by resolution, and then only under such conditions as may therein be prescribed.

(b) Transfer Defined. As used herein, a "Transfer" shall include the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of the Grantee in the aggregate, taking all transfers into account on a cumulative basis. Notwithstanding the foregoing, a "transfer" shall not include Grantee's entering into contract(s) with any other entities to use the pipeline facilities subject to this franchise, so long as Grantee retains the responsibility to operate and maintain the pipelines covered by this franchise.

(c) Approval of Transfer. Approval and consent shall be granted by the City Council upon presentation of evidence demonstrating that the person to whom any of the rights or privileges granted herein are to be sold, transferred, leased, assigned, hypothecated, encumbered, merged, or consolidated, has the experience and resources,

financial, managerial and otherwise, to perform its obligations under this franchise. However, the City Council may make any modifications in this franchise or establish such conditions to the transfer as may be necessary to effectuate the purposes of this franchise and protect the public health, safety, and general welfare.

(d) **Transfer in Violation Default.** In the event the transfer is approved by the City Council, the Grantee's assigns or successors shall accept the franchise in the same manner as provided herein, and the provisions of this franchise shall be binding upon such assigns or successors in like manner as upon the Grantee. Any purported sale, transfer, lease, assignment, hypothecation, encumbrance, merger, agreement, consolidation or similar transaction affecting this franchise regardless of whether such transaction is voluntary or involuntary and which occurs without the prior approval and consent of the City Council shall be void, and shall, in addition, constitute a default and be grounds for forfeiture under this franchise, provided, however, that no forfeiture shall occur until after the City Council holds a noticed hearing on the matter pursuant to Section 12.

Section 12. Violations; Revocation

(a) **Notice of Violations.** In the event of a violation of any condition, term, or provision of this franchise, or of any excavation permit issued pursuant hereto, the Engineer shall inform the Grantee by phone, if the violation constitutes an immediate danger to health, safety, or property and shall send written notice thereof by certified mail to the Grantee, and may immediately revoke any excavation permit. The notice shall state the nature of the violation, the corrective action to be taken, the time by which said violation shall be cured, and the consequences of Grantee's failure to cure the violation. The Engineer may demand that the Grantee, and in such case the Grantee shall, immediately cease operations pursuant to any excavation permit.

(b) **Appeal.** Within ten (10) days following the sending of such notice of violation the Grantee may file a written appeal with the City Council. The appeal shall state the grounds on which it is taken. The City Council shall review the appeal and determine whether to accept the appeal and set the matter for public hearing. If the matter is not set for hearing, the Engineer's action shall be final. Grantee shall be fully liable for any losses, costs, damages, or claims arising during the pendency of such appeal.

(c) **Hearing.** The Grantee shall be notified in writing of the date, time, and place of the hearing at least ten (10) days in advance of the hearing, and notice of such hearing shall be published in a newspaper of general circulation. At the conclusion of the hearing, the City Council shall consider the evidence and affirm, modify, or reverse the decision of the Engineer. The decision of the City Council shall be final.

(d) **Revocation of Franchise.** The City Council may revoke and terminate this franchise, and declare a forfeiture thereof, where Grantee or its successors or assigns has neglected or refused to comply with any of the provisions or conditions hereof, or of any notice of violation or final order of the Council issued pursuant hereto,

and has not timely taken an appeal, nor has begun the work of compliance, including seeking any necessary governmental permits, licenses, or approvals, within thirty (30) days following receipt of said notice or order, or after beginning said compliance shall not prosecute the same with due diligence to completion. A forfeiture may be declared only after the City Council has adopted a resolution of intent to revoke such franchise and thereafter held a public hearing in the same manner as granting the franchise or as otherwise required by law. (See Section 6232-6235 of the Public Utilities Code.)

(e) Performance of Work by City. Notwithstanding the foregoing, if necessitated by the public health, safety, and welfare, after expiration of said thirty (30) days, and prior to declaration of forfeiture, the City may commence any work of compliance and hold Grantee liable for the actual cost incurred thereof and may revoke the franchise and declare the franchise forfeit even though the City has corrected the default.

(f) Bonds Required for Violations. In the event of a violation of any condition, term, or provision of an excavation permit, the Engineer may require the Grantee to thereafter file with the City, and maintain in effect during the term of this franchise, a faithful performance bond in favor of the City. The bond shall have a corporation surety in the principal sum of Twenty-Five Thousand Dollars (\$25,000.00), or such greater amount as may be approved by the City Council, on condition that the Grantee shall well and truly observe, fulfill, and perform each term and condition of the excavation permit, and that in case of any breach of condition thereof, the City may cure the breach and may recover from the principal and sureties the expenses incurred, including attorney's fees.

(g) Additional Remedies. In addition to any other remedy provided hereunder, or in lieu of revocation of this franchise, the Engineer or the City Council, as the case may be, may impose the following remedies for any violation of this franchise, provided that such remedies, taken cumulatively, shall not be excessive, and if imposed by the City Council, may only be imposed after a public hearing has been held as provided in this Section:

(1) A reduction of the term of the franchise by one (1) day for every day that the violation continues; and/or

(2) Liquidated damages in an amount not exceeding One Thousand Dollars (\$1,000) for each day that such violation continues, provided that such limitation shall be adjusted upward by five percent (5%) annually from the effective date of this franchise.

In accepting this franchise, Grantee expressly agrees that the damages that City may suffer from the violation of this franchise may be extremely difficult or impractical to determine and that the foregoing represent a reasonable method of establishing such damages.

Section 13. Miscellaneous

(a) Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Grantee, or any successor in interest, for any loss, cost, damage, claim, or liability or for any action, in any manner, whether negligent or willful, arising out of this franchise or any act or omission on the part of the City or such officer or employee with respect to the Grantee.

(b) Conflict of Interest. No officer or employee of the City shall have any personal financial interest, direct or indirect, in this franchise nor shall any such officer or employee participate in any decision relating to the franchise which affects his or her personal financial interest or the financial interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Grantee warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this franchise.

(c) Covenant Against Discrimination. Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this franchise. Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, sexual preference, or ancestry.

(d) Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time it is personally delivered or within seventy-two (72) hours from the time of mailing, if mailed, as provided in this Section.

To City: City Manager
CITY OF SIGNAL HILL
2175 Cherry Avenue
Signal Hill, California 90755
Telephone No. (562) 989-7302

To Grantee: Zenith Energy West Coast Terminals LLC
Attn: Becky Sitton, Right of Way Manager
18000 Studebaker Rd, Ste. 600
Cerritos, CA 90703
Telephone No. (562) 263-3919

(e) Waiver. No delay or omission in the exercise of any right or remedy by the City shall impair such a right or remedy or be construed as a waiver. City's consent or approval of any act by Grantee requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Grantee. Any waiver of any default must be in writing and shall not be waiver of any other default concerning the same or any other provision of this franchise.

(f) Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this franchise, the rights and remedies are cumulative and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same default or any other default.

(g) Choice of Law and Venue. In the event that any litigation arises out of this franchise, it is specifically stipulated that this franchise shall be interpreted and construed according to the laws of the State of California and shall be performable in Los Angeles or Orange County, California.

(h) Attorney's Fees. If either party to this franchise is required to initiate or defend any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

(i) Amendment. This franchise may not be modified or amended except by ordinance of the City Council adopted in the same manner as required to grant the franchise.

(j) Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this franchise shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this franchise which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

Section 14. Publication and Acceptance

(a) Publication. The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise including, but not limited to, the costs of advertising for bids and publication of this ordinance as the same may be required by law, such payment

to be made within thirty (30) days after the City shall furnish such Grantee with a written statement of such expenses.

(b) Acceptance. The franchise granted herein shall not become effective until written acceptance thereof shall have been filed by the Grantee with the Director of Finance of the City. Not later than ten (10) days after the publication of this Ordinance, the Grantee shall file with the City Clerk of the City said acceptance of the franchise hereby granted and its agreement to comply with the terms and conditions hereof.

Section 15. Certification and Effective Date. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Signal Hill and shall cause a summary of this ordinance to be published in accordance with Government Code Section 36933, in a newspaper of general circulation which is hereby designated for that purpose, and this ordinance shall take effect thirty (30) days after its passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Signal Hill, California, on this 9th day of June 2026.

TINA L. HANSEN
MAYOR

ATTEST:

DARITZA PEREZ
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SIGNAL HILL)

I, DARITZA PEREZ, City Clerk of the City of Signal Hill, California, hereby certify that Ordinance No. 2026-05-1557 was introduced at a regular meeting of the City Council on the 12th day of May 2026, and thereafter was adopted at a regular meeting of the City Council on the 9th day of June 2026, by the following vote:

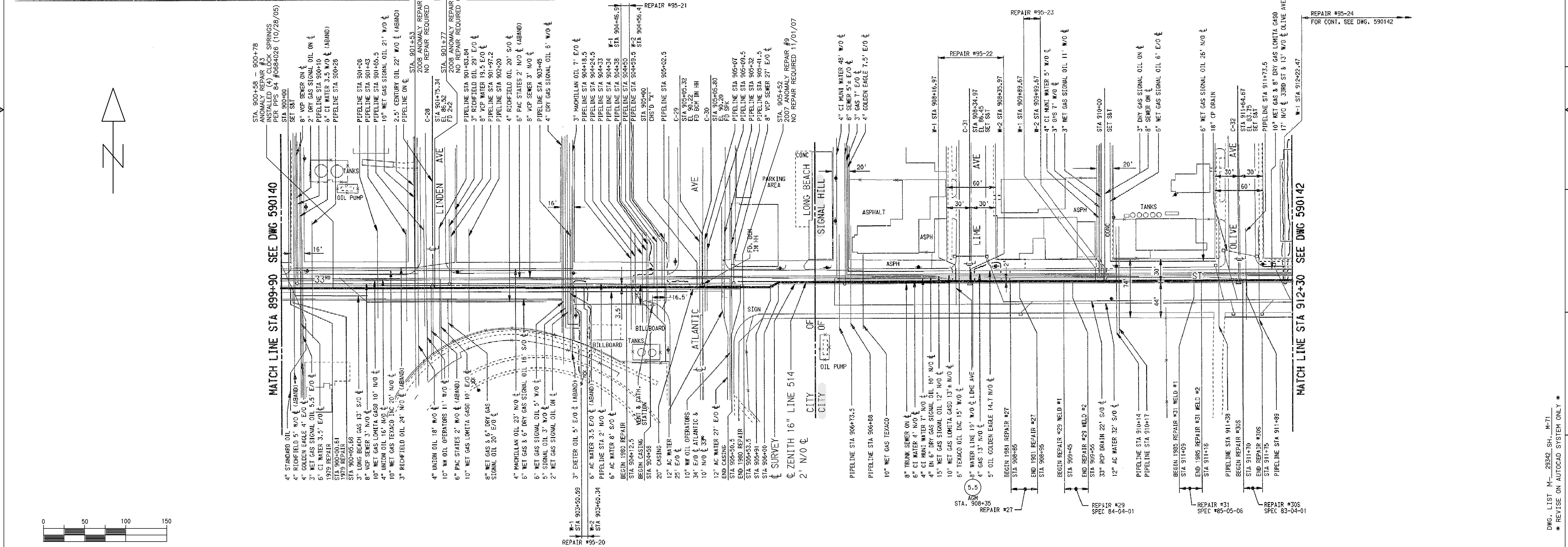
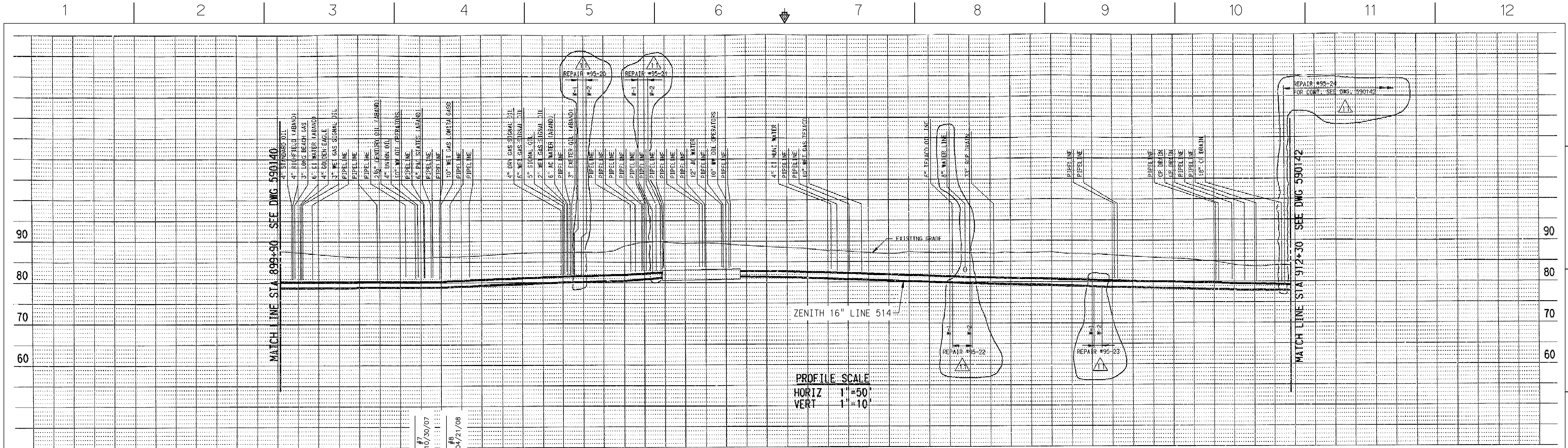
AYES:

NOES:

ABSENT:

ABSTAIN:

DARITZA PEREZ
CITY CLERK



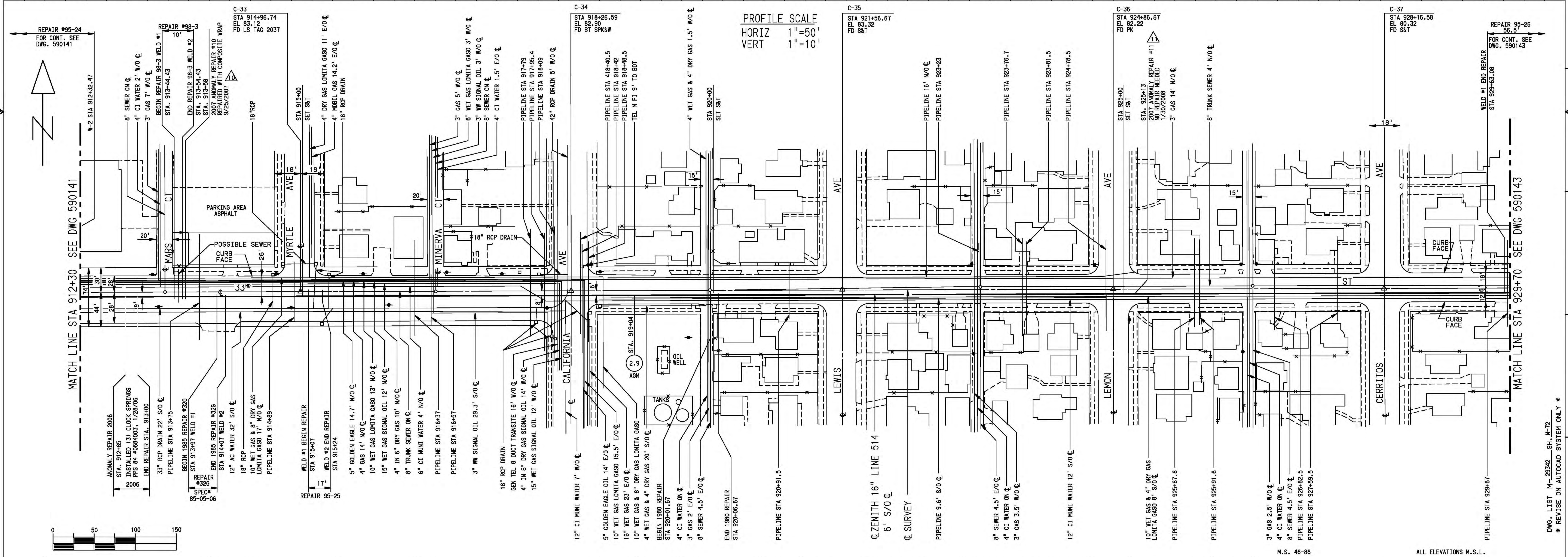
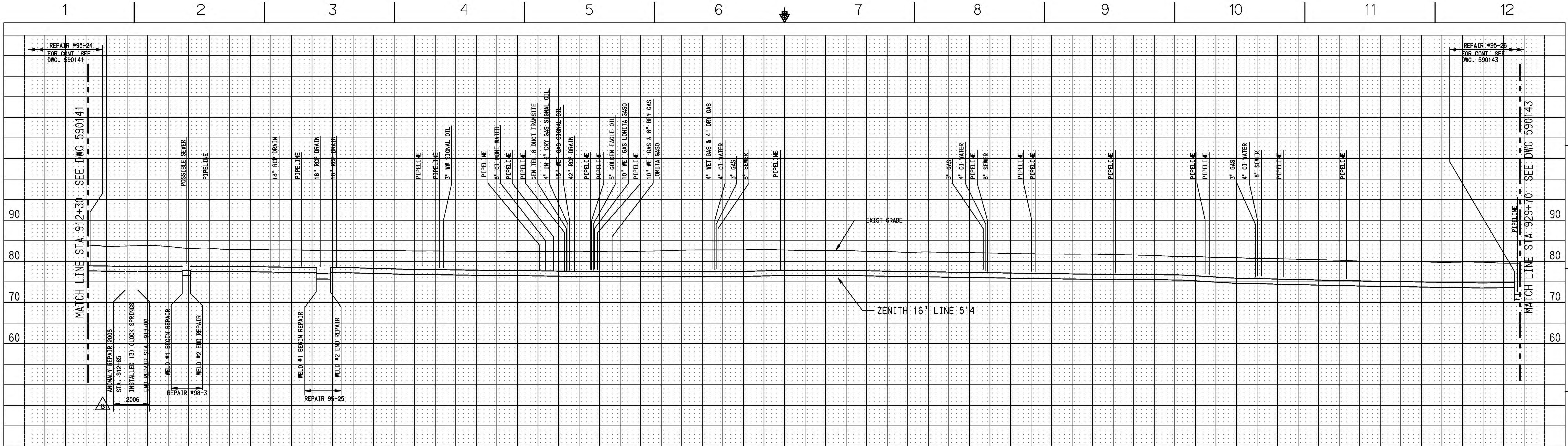
NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.	NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.
15	MISCELLANEOUS CHANGES	09-21-21										15	MISCELLANEOUS CHANGES	09-21-21							
14	AS-BUILT ANOMALY REPAIR #7 & #8	03-17-08										14	AS-BUILT ANOMALY REPAIR #7 & #8	03-17-08							
13	ADDED AGM #5.5 AT STA. 908+35	04-23-07										13	ADDED AGM #5.5 AT STA. 908+35	04-23-07							
12	ANOMALY REPAIR #3 (PPS 84 #0684026)	12-27-06										12	ANOMALY REPAIR #3 (PPS 84 #0684026)	12-27-06							
11	AS BUILT & ADDED REP. #95-20,95-21,95-22,95-23 & 95-24	07/01/96										11	AS BUILT & ADDED REP. #95-20,95-21,95-22,95-23 & 95-24	07/01/96							
10	REDRAWN AND GENERAL REVISIONS	11-24-86										10	REDRAWN AND GENERAL REVISIONS	11-24-86							

FIELD BOOK	PAGE	NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.
8352	6A, 7A, 11A, 30A, 31A, 56A, 57A											
10035	55, 62, 63											
10062	73											
10331	12, 13, 14, 15 & 16											

REFERENCE DRAWINGS	REFERENCE DRAWINGS	NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.
590124	INDEX MAPS											
590123	INDEX MAPS											

LOCATION:	FUEL OIL SYSTEM - LONG BEACH	SHEET NO.	M
16" LINE 514	STA 899+90 TO STA 912+30	SCALE: 1" = 50'	
LAKEWOOD TO PIPEBRIDGE VALVE BOX		OF SHTS.	

DATE	06-26-96	BY	EACD-AG
DATE	06-26-96	BY	EACD-AG



NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.	NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.
10	2007 ANOMALY REPAIR #10, PAALP #0884014	03-17-08									10	2007 ANOMALY REPAIR #10, PAALP #0884014	03-17-08								
9	ADDED AGM #2.9 AT STA. 919+04	04-23-07									9	ADDED AGM #2.9 AT STA. 919+04	04-23-07								
8	ADDED 2006 ANOMALY REPAIR	03-03-06									8	ADDED 2006 ANOMALY REPAIR	03-03-06								
7	ADDED REPAIRS 98-3	12-28-98									7	ADDED REPAIRS 98-3	12-28-98								
6	ADDED REPAIRS 95-25 & 26 -F.B.10331, PG. 17 & 18	11-18-96									6	ADDED REPAIRS 95-25 & 26 -F.B.10331, PG. 17 & 18	11-18-96								
5	ADDED REPAIR #95-24										5	ADDED REPAIR #95-24									
REFERENCE DRAWINGS												REFERENCE DRAWINGS									
8352	7A,8-A,32-A,33-A,34-A,11-A											10331	16								
10331	17 & 18											10331	17 & 18								
10428	5 & 6, 38 & 39											10428	5 & 6, 38 & 39								
12	MISCELLANEOUS CHANGES	09-21-21										11	2007 ANOMALY REPAIR #11, PAALP #0884018	04-01-08							
11	2007 ANOMALY REPAIR #11, PAALP #0884018	04-01-08																			

LOCATION:	FUEL OIL SYSTEM-LONG BEACH
16" LINE 514	
STA 912+30 TO STA 929+70	
LAKEWOOD TO PIPEBRIDGE VALVE BOX	
SCALE: 1" = 50'	
OF SHTS.	

Zenith Energy West Coast Terminals LLC

10-03-95

EXHIBIT B
SCHEDULE OF CHARGES

<u>Pipe Size</u> <u>(Internal Diameter)</u>	<u>Rate Per Lineal Foot</u> <u>(2025 Fees – CPI Included)</u>
0 – 4"	\$0.236
6"	0.355
8"	0.473
10"	0.591
12"	0.709
14"	0.828
16"	0.946
18"	1.064
20"	1.182
22"	1.301
24"	1.419
26"	1.537
28"	1.655
30"	1.774

For pipelines with an internal diameter not listed above, the fees shall be in the same proportion to the fees of a 12-inch-diameter pipe.

For all pipelines which have been designated inactive by the Grantee and where such designation has been approved by the Engineer, the base rate fee per lineal foot shall be fifty percent (50%) of the amount indicated in the Schedule of Charges herein. When calculating the annual fee adjustment for inactive pipelines pursuant to Section 4(c) of this ordinance, the appropriate base rate indicated on this Schedule of Charges shall be multiplied by the Consumer Price Index figure. The product of such multiplication shall be divided by fifty percent (50%) in order to determine the revised franchise fee.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal
Hill, California 90755-3799

STAFF REPORT

5/26/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: JOY POST
ASSISTANT CITY CLERK**

**SUBJECT: RESOLUTIONS PERTAINING TO THE GENERAL MUNICIPAL ELECTION TO BE
HELD TUESDAY, NOVEMBER 3, 2026**

Summary:

The next General Municipal Election is scheduled for Tuesday, November 3, 2026. Three separate resolutions must be adopted, calling for and giving notice of holding the election, requesting that the Los Angeles County Board of Supervisors render services, and documenting regulations for candidate statements.

Strategic Plan Goal(s):

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendations:

1. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES

2. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA,

REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, WITH THE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

3. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

Fiscal Impact:

The next general municipal election is estimated to cost \$40,000, and this amount has been included in the proposed FY 2026-27 City Clerk budget (100-43-5460) for anticipated election-related expenditures.

Background and Analysis:

The City will be conducting a General Municipal Election on Tuesday, November 3, 2026, for the purpose of electing two members of the City Council for four-year terms, one City Clerk for a four-year term, and one City Treasurer for a four-year term. The General Municipal Election process is governed by the Signal Hill City Charter Section 800 stating the following:

“General municipal elections for the election of city councilmembers and for such other purposes as the city council may prescribe shall be held in the City on March 6, 2001, and on the first Tuesday in March in each odd numbered year through March 5, 2019, and thereafter on the first Tuesday after the first Monday in November in each even numbered year, commencing on November 3, 2020 or such date as the state shall fix for said general election in the event the existing date shall be changed.”

The nomination period begins Monday, July 13, 2026, and ends at 4:30 p.m. on Friday, August 7, 2026. In the event that an incumbent does not file by the August 7, 2026, deadline, the filing period is extended to Wednesday, August 12, 2026. The first resolution calls and gives notice of holding the General Municipal election on November 3, 2026 (Attachment A).

County Services

Election services for statewide elections are performed by the County. A second resolution is presented to request the County Board of Supervisors provide full, standard services for conducting the Signal Hill General Municipal Election on Tuesday, November 3, 2026 (Attachment B). The City Clerk's office will continue to handle the candidate nomination filing process, Fair Political Practices Commission filings, and publishing of official election notices related to calling an election and nominations.

Candidate Responsibilities

The third resolution adopts regulations for the candidate statements (Attachment C). Pursuant to the City's Uniform Schedule of Fees, each candidate must pay a fee of \$750 for the estimated cost of printing a candidate's statement in the sample ballot booklet. This fee is paid when nomination documents are filed with the City Clerk.

Pursuant to the Federal Voting Rights Act, the candidate statements will be translated into all languages required by the County of Los Angeles (County). The County is required to translate candidate's statements in 18 languages in the sample ballot book. Sample ballot booklets will be printed and mailed to registered voters requesting a multilingual sample ballot. The following languages are targeted in the City of Signal Hill for Tuesday, November 3, 2026, Signal Hill General Municipal Election:

- Bengali
- Chinese
- Gujarati
- Hindi
- Japanese
- Khmer
- Korean
- Spanish
- Tagalog
- Thai
- Vietnamese

A candidate may choose to publish their statement in other languages at an additional cost. After the election, the City Clerk's office may, on a pro-rata basis, bill the candidate for the actual expense or refund any excess paid. In addition to the \$750 candidate statement fee, the Signal Hill Municipal Code Section 1.12.010, requires a non-refundable filing fee of \$25 to be paid by each candidate for an elective office at the time the candidate's nomination paper is filed with the City Clerk.

Runoff Election Provisions

Signal Hill Charter Section 301 states:

Ties in voting among candidates for office shall be settled by drawing by lot or by special election as the City Council shall determine by ordinance or resolution to be conducted pursuant to procedures which may be established by ordinance. City council may, by ordinance or resolution passed no later than thirty (30) days prior to election, determine whether ties in voting among candidates shall be settled by drawing by lot, by special election, or by other means.

On January 7, 1997, City Council adopted Resolution No. 97-01-4725 providing for the conduct of a Special Runoff Election for elective offices in the event of a tie vote at any municipal election. Pursuant to Elections Code section 15651, the Special Runoff Election shall be called and held not less than 40 nor more than 125 days after the certification of the election.

On June 14, 2022, City Council reviewed this process and the high cost of a stand-alone election.

5/26/2026

The City Council adopted Resolution No. 2022-06-6684 rescinding the resolution adopted in 1997 to resolve a tie vote by lot (Attachment D).

Reviewed for Fiscal Impact:

Siamlu Cox

Attachments:

- A. Calling and Giving Notice Resolution
- B. Requesting Full Services Resolution
- C. Candidate Statement Resolution
- D. Resolution No. 2022-06-6684

RESOLUTION NO. 2026-06-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SIGNAL HILL, CALIFORNIA, CALLING AND GIVING
NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL
ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3,
2026, FOR THE ELECTION OF CERTAIN OFFICERS AS
REQUIRED BY THE PROVISIONS OF THE LAWS OF THE
STATE OF CALIFORNIA RELATING TO CHARTER CITIES**

WHEREAS, Article VIII, Section 800 of the Signal Hill City Charter (City Charter), requires that general municipal elections for the election of councilmembers and for such other purposes as the City Council may prescribe shall be held in the City on the first Tuesday after the first Monday in November in each even numbered year commencing on November 3, 2020.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIGNAL HILL,
CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

Section 1. That pursuant to the requirements of the City Charter and, when appropriate, the laws of the State of California, there is called and ordered to be held in the City of Signal Hill, California, on Tuesday, November 3, 2026, a General Municipal Election for the object and purpose of electing two Members of the City Council each for the full term of four-years, one City Treasurer for the full term of four-years, and one City Clerk for the full term of four-years.

Section 2. That the ballots used at the election shall be in form and content as required by law.

Section 3. The Vote Centers for the consolidated elections shall be open as required during the identified voting period, pursuant to Section 14401 of the Elections Code of the State of California.

Section 4. That the City Clerk is authorized, instructed, and directed to cooperate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 5. That the Los Angeles County Registrar-Recorder/County Clerk is authorized to canvass and certify the election returns for the consolidated elections and the City Clerk shall present the final results to the City Council.

Section 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 7. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form and manner as required by law.

Section 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted invoice.

PASSED, APPROVED, AND ADOPTED, at a regular meeting of the City Council of the City of Signal Hill, California, this 9th day of June, 2026.

TINA L. HANSEN
MAYOR

ATTEST:

DARITZA PEREZ
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SIGNAL HILL)

I, DARITZA PEREZ, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2026-06-XXXX was adopted by the City Council of the City of Signal Hill at a regular meeting held on the 9th day of June, 2026, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DARITZA PEREZ
CITY CLERK

RESOLUTION NO. 2026-06-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, WITH THE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Signal Hill called a General Municipal Election to be held in the City of Signal Hill, California, on November 3, 2026 for the purpose of electing two Members of the City Council, each for a full term of four-years, one City Treasurer for the full term of four years, and one City Clerk, for the full term of four years; and

WHEREAS, Article VIII, Section 800 of the Signal Hill City Charter requires that general municipal elections for the election of councilmembers and for such other purposes as the City Council may prescribe shall be held in the City on the first Tuesday after the first Monday in November in each even numbered year commencing on November 3, 2020; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request full, standard services of the County; and

WHEREAS, the Signal Hill General Municipal Election will be held on November 3, 2026, and that the county elections department of the County of Los Angeles will canvass the returns of the Signal Hill General Municipal Election; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Signal Hill.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIGNAL HILL,

CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of the Signal Hill General Municipal Election (GME) with the General Election on Tuesday, November 3, 2026 for the purpose of the election of two Members of the City Council, each for a full term of four-years, one City Treasurer for the full term of four years, and one City Clerk for the full term of four years.

Section 2. Los Angeles County Registrar-Recorder/County Clerk's Election Division is authorized to canvass the returns of the GME. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the General Election.

Section 3. That the Los Angeles County Board of Supervisors is requested to issue instructions to the Los Angeles County Registrar-Recorder/County Clerk's Election Division to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Signal Hill recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar-Recorder/County Clerk.

Section 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED, at a regular meeting of the City Council of the City of Signal Hill, California, this 9th day of June, 2026.

TINA L. HANSEN
MAYOR

ATTEST:

DARITZA PEREZ
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SIGNAL HILL)

I, DARITZA PEREZ, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2026-06-XXXX was adopted by the City Council of the City of Signal Hill at a regular meeting held on the 9th day of June, 2026, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DARITZA PEREZ
CITY CLERK

RESOLUTION NO. 2026-06-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SIGNAL HILL, CALIFORNIA, ADOPTING REGULATIONS
FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING
TO CANDIDATE STATEMENTS SUBMITTED TO THE
VOTERS AT AN ELECTION TO BE HELD ON TUESDAY,
NOVEMBER 3, 2026**

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIGNAL HILL,
CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS
FOLLOWS:**

Section 1. General Provisions. That pursuant to § 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Signal Hill on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten and electronic form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2. Foreign Language Policy.

- A. Pursuant to the Federal Voting Rights Act, the County of Los Angeles (County) is required to translate candidates' statements into 18 languages. The following languages are targeted for the November 3, 2026 Signal Hill General Municipal Election: Bengali, Chinese, Hindi, Japanese, Khmer, Korean, Spanish, Tagalog, Thai, and Vietnamese to only those voters who are on the County voter file as having requested a sample ballot booklet in a particular language. The County will make the sample ballot booklet and candidates statements in the required languages available at all polling places/vote centers, on the County's website and the City Clerk's office.

- B. The County will mail separate sample ballot booklets and candidate's statements in (Bengali, Chinese, Hindi, Japanese, Khmer, Korean, Tagalog, Spanish, Thai, and Vietnamese to registered voters requesting a multilingual sample ballot.
- C. Pursuant to state law, the candidate statements must be translated and printed in the voter's pamphlet in any language at the candidate's request at an additional cost to the candidate.

Section 3. Payment.

A. Translations

- 1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
- 2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing

- 1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
- 2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
- 3. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency the candidate's pro rata share as a condition of having the candidate's included in the voter's pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any

excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

Section 4. Miscellaneous.

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk shall allow bold type, underlining, capitalization, indentations, bullets, and leading hyphens to the same extent and manner as allowed in previous City elections.
- C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

Section 5. Additional Materials. No candidate will be permitted to include additional materials in the sample ballot package.

Section 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

Section 7. That all previous resolutions establishing City Council policy on payment for candidates' statements are repealed.

Section 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED, at a regular meeting of the City Council of the City of Signal Hill, California, this 9th day of June, 2026.

TINA L. HANSEN
MAYOR

ATTEST:

DARITZA PEREZ
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SIGNAL HILL)

I, DARITZA PEREZ, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2026-06-XXXX was adopted by the City Council of the City of Signal Hill at a regular meeting held on the 9th day of June, 2026, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DARITZA PEREZ
CITY CLERK

RESOLUTION NO. 2022-06-6684

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, RESCINDING RESOLUTION NO. 97-01-4725, REGARDING THE CONDUCT OF A SPECIAL RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE VOTE AT ANY MUNICIPAL ELECTION AND RESOLVING ANY TIE VOTE SHALL BE BROKEN BY LOT

WHEREAS, on January 7, 1997, the City Council adopted Resolution No. 97-01-4725 adopting provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an election office; and

WHEREAS, Section 15651 of the Elections Code of the State of California states that in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Los Angeles County Registrar-Recorder/County Clerk, the City Council, in accordance with California Elections Code Section 15651(a) shall set a date, time, and place, and summon the candidates who have received the tie votes to appear and will determine the tie by lot or, in lieu of resolving a tie vote by lot and in accordance with California Elections Code Section 15651(b) shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote; and

WHEREAS, since the City Council's adoption of Resolution No. 97-01-4725, the cost of conducting elections has significantly increased. The current cost to conduct elections is estimated at \$25,000 for a consolidated municipal election and over \$50,000 for a stand-alone election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. City Council Resolution No. 97-01-4725 is hereby rescinded.

Section 2. That in the event of a tie-vote for any office which is being voted on at such General Municipal Election, the provisions of Section 15651 of the California Elections Code, relating to determining the tie by lot, shall apply. The City Clerk shall summon the candidates receiving the tie vote to appear before him/her, at the time designated by the City Clerk, in the Council Chambers. The City Clerk shall place the name of each candidate in a sealed unmarked envelope and the tie vote shall be broken by lot.

PASSED, APPROVED, AND ADOPTED, at a regular meeting of the City Council of the City of Signal Hill, California, this 14th day of June, 2022.



KEIR JONES
MAYOR

ATTEST:



CARMEN R. BROOKS
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SIGNAL HILL)

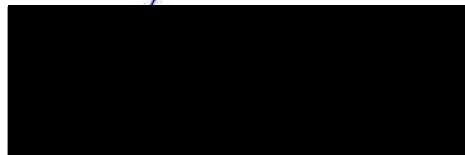
I, CARMEN R. BROOKS, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2022-06-6684 was adopted by the City Council of the City of Signal Hill at a regular meeting held on the 14th day of June, 2022, and that the same was adopted by the following vote:

AYES: MAYOR KEIR JONES, COUNCIL MEMBERS ROBERT
 D. COPELAND, EDWARD H.J. WILSON

NOES: VICE MAYOR TINA L. HANSEN

ABSENT: COUNCIL MEMBER LORI Y. WOODS

ABSTAIN: NONE



Deputy
CARMEN R. BROOKS
CITY CLERK



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal
Hill, California 90755-3799

STAFF REPORT

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: GABINO C. LUNA
PUBLIC WORKS DIRECTOR**

**SUBJECT: RESOLUTION AMENDING THE PUBLIC HEARING DATE FOR LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 1 FISCAL YEAR 2026-27
ASSESSMENTS**

Summary:

On May 26, 2026, the City Council adopted resolutions initiating proceedings for the annual levy and collection of assessments for Landscape and Lighting Maintenance District No. 1 (LLMD) and scheduled a public hearing for June 9, 2026, to consider the proposed Fiscal Year (FY) 2026-27 assessments.

Following preparation of the public hearing notice, staff determined that additional time is necessary to satisfy the publication requirements prescribed by the Landscaping and Lighting Act of 1972. To ensure full compliance with all noticing requirements, staff recommends rescheduling the public hearing from June 9, 2026, to June 23, 2026.

The proposed action does not modify the Engineer's Report, proposed assessment amounts, assessment methodology, or any other substantive component of the annual assessment proceedings. The proposed resolution solely amends the public hearing date to allow sufficient time to complete the required public noticing process. Staff recommends that the City Council adopt a resolution amending Resolution No. 2026-05-6934 and rescheduling the public hearing for June 23, 2026.

Strategic Plan Goal(s):

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

1. Adopt a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2026-05-6934 DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2026-27 TO REVISE THE PUBLIC HEARING DATE.

Fiscal Impact:

There is no fiscal impact associated with the recommended action. The proposed action solely revises the public hearing date to comply with statutory noticing requirements. The proposed assessments, projected revenues, expenditures, and reserve balances for Landscape and Lighting Maintenance District No. 1 remain unchanged.

Background and Analysis:

The City formed Landscape and Lighting Maintenance District No. 1 in 1992 to fund maintenance activities within the California Crown Tract. Annually, the City Council conducts proceedings pursuant to the Landscaping and Lighting Act of 1972 to levy and collect assessments necessary to fund district operations and maintenance activities.

On May 26, 2026, the City Council adopted resolutions initiating assessment proceedings for FY 2026-27, approving the Engineer's Report, and scheduling a public hearing for June 9, 2026, to consider the proposed annual assessments.

The Landscaping and Lighting Act of 1972 requires publication of a notice of public hearing within specified timeframes prior to the hearing date. Staff has determined that additional time is necessary to satisfy the required publication schedule. To ensure compliance with all statutory noticing requirements and maintain the validity of the assessment proceedings, staff recommends amending Resolution No. 2026-05-6934 to revise the public hearing date from June 9, 2026, to June 23, 2026.

The proposed action does not alter the FY 2026-27 Engineer's Report, proposed assessments, assessment methodology, district boundaries, or any previously approved actions of the City Council. The amendment solely revises the public hearing date and authorizes staff to publish the required public notice in accordance with the Landscaping and Lighting Act of 1972 (Attachment A).

If approved, staff will publish the public hearing notice and return to the City Council on June 23, 2026, for consideration of the annual levy and collection of assessments for FY 2026-27.

Reviewed for Fiscal Impact:

Siamlu Cox

Attachment:

6/9/2026

- A. Resolution Amending Resolution No. 2026-05-6934 Declaring Its Intention to Levy and Collect Assessments for Landscape and Lighting Maintenance District No. 1 for Fiscal Year 2026-27 to Revise the Public Hearing Date

RESOLUTION NO. 2025-06-6933

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2026-05-XXXX DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2026-27 TO REVISE THE PUBLIC HEARING DATE

WHEREAS, on May 26, 2026, the City Council of the City of Signal Hill adopted Resolution No. 2026-05-6933 initiating proceedings to levy and collect assessments for Fiscal Year 2026-27 within Landscape and Lighting Maintenance District No. 1 pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, Resolution No. 2026-05-6933 scheduled a public hearing for June 9, 2026, to consider the proposed annual assessments; and

WHEREAS, staff has determined that additional time is necessary to satisfy the public notice publication requirements prescribed by the Landscaping and Lighting Act of 1972; and

WHEREAS, the City Council desires to amend Resolution No. 2026-05-6933 to revise the public hearing date from June 9, 2026, to June 23, 2026, while leaving all other provisions of the resolution unchanged.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals:

The foregoing recitals are true and correct and are incorporated herein by this reference;

Section 2. Section 1 of Resolution No. 2026-05-6933 is hereby amended to read as follows:

"The City Council does hereby declare its intent to levy and collect assessments within Landscape and Lighting Maintenance District No. 1 for Fiscal Year 2026-27. The public hearing is scheduled for June 23, 2026, at approximately 7:00 p.m. and will be conducted in the City Council Chamber located at Signal Hill City Hall, 2175 Cherry Avenue, Signal Hill, California 90755. Information regarding participation in the public hearing will be included in the City Council agenda and posted on the City's website."

Section 4. Prior Actions Remain in Effect.

Except as expressly amended herein, all provisions of Resolution No. 2026-05-6933 shall remain unchanged and in full force and effect.

Section 5. Effective Date - This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Signal Hill, California, on this 9th day of June 2026.

TINA L. HANSEN
MAYOR

ATTEST:

DARITZA PEREZ
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SIGNAL HILL)

I, DARITZA PEREZ, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2026-06-XXXX adopted by the City Council of the City of Signal Hill at a regular meeting held on the 9th day of June 2026, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DARITZA PEREZ
CITY CLERK



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
Hill, California 90755-3799

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: SIAMLU COX
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

**GABINO LUNA
PUBLIC WORKS DIRECTOR**

SUBJECT: CONTRACT AMENDMENT REGISTER DATED JUNE 9, 2026

Summary:

The attached Contract Amendment Register is a listing of proposed contract amendments and project change orders eligible for streamlined processing based upon the following criteria, as documented in the City's Purchasing Policy:

- The City Council authorized funds for the adopted fiscal year Operating Budget.
- Staff are satisfied with the goods/services received to date.
- The City Manager reviewed and approved each amendment for streamlined processing.

The contract amendments for City Council consideration are as follows:

1. Mohawk Commercial, Incorporated: First Amendment for Purchase and Installation Services, to increase the contract amount by \$10,169.56 for a new not-to-exceed contract amount of \$167,543.10. The original contract amount was \$157,373.54, plus a 5% contingency, bringing the total to \$165,242.22. The increase of \$2,300.88 is above the previous total not-to-exceed plus contingency. This adjustment is needed to account for the additional work performed to accelerate project completion and prevent delays to the City Hall Interior Renovation Project.
2. CLIPA, LLC DBA Celebration Holiday Studio, Third Amendment for outdoor Holiday Lights Decoration Services extending the term through July 1, 2027, and increasing the contract amount by \$70,000 for a new not-to-exceed amount of \$231,000.

6/9/2026

Strategic Plan Goal:

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize the Contract Amendment Register dated June 9, 2026.

Fiscal Impact:

The City Council has authorized funding as part of the adopted Fiscal Year 2025-2026 and 2026-2027 Operating Budgets related to the proposed contract amendments. Fiscal impacts beyond the current fiscal year will be incorporated into the proposed FY 2026-2028 Operational Budget.

Reviewed for Fiscal Impact:

Siamlu Cox

Attachments:

- A. Contract Amendment Register
- B. First Amendment, Mohawk Commercial, Incorporated
- C. Third Amendment, CLIPA, LLC

CONTRACT AMENDMENT REGISTER

Contract No.	Dept.	Service	Vendor	RFP (Y/N) & Council Approval Date	Cooperative Purchasing (Y/N) & Source	Current Term and Expiration Date	Current Not-to-Exceed	Amendment / Change Order No.	Additional Term and Date	Additional Comp & CPI	New Not-to-Exceed	Funding Source	Adopted Budget
TERM AND COMPENSATION													
3	Parks, Recreation & Library Services	Outdoor Holiday Lights Decoration Services	CLIPA, LLC	Y 7/23/2024	N	1 Year 6/30/2026	\$161,000	3	1 Year 6/30/2027	\$70,000	\$231,000	100-82-5400	Yes
TERM ONLY													
COMPENSATION ONLY													
1	Public Works	Purchase and Installation Services	Mohawk Commercial Incorporated	N 10/14/2025	Y Sourcewell	8 months 7/4/2026	\$165,242	1	N/A	\$2,301	\$167,543	400-40-5896	Yes
CHANGE ORDERS													

N/A: Not applicable

CITY OF SIGNAL HILL
FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND INSTALLATION SERVICES
[CITY HALL FLOORING REPLACEMENT]

1. PARTIES AND DATE.

This First Amendment to the Agreement for Purchase and Installation Services ("First Amendment") is made effective this 9th day of June, 2026, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and **Mohawk Commercial, Inc.**, a California Corporation, with its principal place of business at 160 South Industrial Blvd., Calhoun, GA 30701 ("Contractor"). City and "Contractor" are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Purchase and Installation Services dated October 14, 2025 ("Agreement") with an initial term expiring on March 6, 2026 and total compensation not-to-exceed \$157,353.74.

2.2 Discretionary Term Extension. Due to unforeseen circumstances on the Project unrelated to the Agreement but which delayed the completion of the Work by March 6, 2026, the Acting Public Works Director authorized a discretionary extension of the term pursuant Section 3.1 of the Agreement, thereby extending the term of the Agreement by 120 calendar days to expire on July 4, 2026.

1.1 First Amendment. The Parties now desire to amend the Agreement in order to restate the term of the Agreement and increase the total amount of compensation under the Agreement not to exceed \$167,543.10.

3. TERMS.

3.1 Term. Section 3.1 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall commence on October 20, 2025, and conclude on July 4, 2026. The term may be administratively extended up to 60 calendar days ("Term Contingency") at the sole discretion of the City. Contractor shall complete the Work within the term of this Contract and shall meet any other established schedules and deadlines."

3.2 Amount of Compensation. Section 3.9.1 of the Agreement is hereby amended in its entirety to read as follows:

"As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of ONE

HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED
FORTY-THREE DOLLARS and TEN CENTS (\$167,543.10)."

3.3 Schedule of Compensation. Exhibit "B" of the Agreement is hereby amended in its entirety and replaced in the form of Attachment "1" to this First Amendment, attached hereto and incorporated herein by reference.

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

MOHAWK COMMERCIAL, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
Mike Gallman
President

ATTEST:

By: _____
Joy Post
Assistant City Clerk

By: _____
Earle Jenkins
SVP Education and Government

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

ATTACHMENT "1" TO FIRST AMENDMENT

EXHIBIT B

COMPENSATION

Total compensation due to Mohak shall be \$167,543.10 as shown below.

Notes					
Please inspect this merchandise. Mill will not honor any complaints on visible defects after merchandise has been cut or installed.					
All claims for shortage or deduction must be made within five days after receipt of goods.					
No goods may be returned for credit unless authorized by claims department in writing.					
All claims for goods lost, stolen or damaged in transit must be made against the transportation company.					
This sale is subject to sellers terms, conditions and claims policy.					
All orders for goods are subject to authorization and final approval by corporate headquarters.					
Bill of Lading Numbers:	5818518, 5769401, 5832611, 5873257	Routing:	Mohawk Truck	PO Number:	2600047
Customer Number:	Mill Reference Numbers:	Salesperson Number:		Terms:	Project Numbers:
437153	SO #1001100503	40-ME5		L2	TLJ05223
Project Name and Area:	TLJ05223 City of Signal Hill Signal Hill, CA				

Item Description	Style Number	Color Number	Quantity	UOM		Unit Price	Extended Price
GT366 Wild Horizons 12" x 36" Carpet Plank - Ecoflex One backing (4.6662 SY per carton)	GT366	739	1143.22	SY	Ⓢ	\$28.64	\$32,740.39
C2120 Living Local Woods 4.5MM 9.25" x 59" LVT (26.809F per carton)	C2120	838	3350.00	SF	Ⓢ	\$3.74	\$12,529.00
CRW03 4" Rubber Coved Wall Base - Rolls (120LF per ctn)	CRW03	955	240.00	LF	Ⓢ	\$1.05	\$252.00
Enpress pressure sensitive releasable for EcoFlex Matrix, NXT, ONE & Air carpet tile and plank (4 gal) / spread rate 140-160 sy 3/8" nap roller	M004C		13.00	EA	Ⓢ	\$145.41	\$1,890.33
M99 Adhesive (1-gallon Spread Rate 220sf-260sf)	M99		1.00	EA	Ⓢ	\$66.10	\$66.10
M99 Adhesive (4-gallon Spread Rate 880sf-1040sf)	M99		4.00	EA	Ⓢ	\$220.32	\$881.28
M45 wall base adhesive (30 oz cartridge) / spread rate 50 LF of 4" base or 30 LF of 6" base	M45		5.00	EA	Ⓢ	\$6.93	\$34.65

Installation Carpet Tile	L602	1130.00	BY	②	\$16.32	\$18,441.60
Removal of Broadloom (Direct Glue Down)	L607	1130.00	BY	②	\$7.26	\$8,203.80
Removal/Disposal Resilient Flooring (VCT)	L608	48.00	BY	②	\$1.88	\$90.24
Carpet Disposal	L608	1130.00	BY	②	\$1.70	\$1,921.00
Installation of Luxury Vinyl Tile (Planks or Squares)	L649	3294.00	BF	②	\$4.28	\$14,098.32
Moisture Testing - 2nd floor lobby only	L666	3.00	EA	②	\$332.55	\$997.65
Install Base, Standard 4-Inch Vinyl/Rubber Blend, Black/Brown	L618	240.00	LF	②	\$4.73	\$1,135.20
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)	L614	450.00	BF	②	\$1.48	\$666.00
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)	L614	11712.00	BF	②	\$1.11	\$13,000.32
Floor Prep - Self Leveling to 1/4 Inch (Material and Labor)	L614	450.00	BF	②	\$1.54	\$693.00
Furnish / Install Stair Nosing matching LVT (abrasive tape on the first and last step) - 4 Stairs & Stair Nosing for Council Chamber & 2step at main entrance	L656	376.00	LF	②	\$33.18	\$12,475.68
Furnish Wood Base 1/2 x 5"		702.00	LF	②	\$6.80	\$4,773.60
Install 4.5 Mandalay Millwork		1900.00	LF	②	\$8.88	\$16,872.00
Change Order Labor	L613	1.00	EA	②	\$14,517.50	\$14,517.50
Care Charge (California Only)		1143.17	BY	②	\$1.40	\$1,600.44
Freight	FR1	1.00	EA	②	\$4,300.00	\$4,300.00
						Subtotal \$ 182,180.10
						Sales Tax \$ 5,363.00
						TOTAL \$ 187,543.10
Reference: 9504084249, 9504084255, 9504084268, 9504084290, 9504109985, 9504181181						

CITY OF SIGNAL HILL
THIRD AMENDMENT TO AGREEMENT FOR GENERAL SERVICES
FOR OUTDOOR HOLIDAY LIGHTS AND DECORATION SERVICES

1. PARTIES AND DATE

This Third Amendment to the Agreement for Outdoor Holiday Lights and Decoration Services ("Third Amendment") is made effective this 30 day of June 2026 by and between the City of Signal Hill, a municipal corporation organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and CLIPA, LLC DBA Celebration Holiday Studio, a Limited Liability Company with its principal place of business at 8 Holland, Irvine, CA 92618 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Agreement. The Parties entered into that certain Agreement for Outdoor Holiday Lights and Decoration Services effective July 23, 2024, providing for a total compensation of ninety-one thousand dollars (\$91,000.00) and an initial term expiring on January 30, 2025 ("Agreement").

2.2 Term. Section 3.1.2 ("Term") of the Agreement, provides in relevant part that, the City, in its sole discretion may extend the term of the Agreement for no more than three (3) additional consecutive one (1) year terms. It further provides that, the term may be extended up to 180 calendar days ("Term Contingency") at the sole discretion of the City, and with approval of the City Manager.

2.3 Amendment; Modification. Section 3.5.13 ("Amendment; Modification") of the Agreement, provides that the Agreement may be supplemented, modified, or amended pursuant to a writing signed by both Parties.

2.4 First Amendment. Pursuant to Sections 3.1.2 and 3.5.13, the Parties entered into a First Amendment of the Agreement on January 14, 2025, extending the term of the Agreement by six (6) months to expire on July 31, 2025. No other changes were made via the First Amendment.

2.5 Second Amendment. Pursuant to Sections 3.1.2 and 3.5.13, the Parties entered into a Second Amendment of the Agreement on June 30, 2025 to: (1) extend its duration by one year to June 30, 2026; and (2) increase the amount of compensation by an additional seventy-thousand dollars (\$70,000.00) making the not to exceed amount one hundred sixty-one thousand dollars (\$161,000.00). Accordingly, the Agreement shall expire on July 1, 2026.

2.6 Third Amendment. Pursuant to Section 3.1.2 and 3.5.13, the Parties desire to amend the Agreement to: (1) extend its duration by one year to July 1, 2027; (2) increase the amount of compensation by an additional seventy-thousand dollars (\$70,000.00), making the total not to exceed amount two hundred thirty-one thousand dollars (\$231,000.00) for the total duration of the Agreement; and (3) update Exhibit B ("Schedule of Services") to contemplate services during the one-year extension.

3. TERMS

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 The term of this Agreement shall be from **July 24, 2024 to July 1, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option at its sole discretion to extend the term of this Agreement for no more than one (1) additional consecutive one (1) year term. Additionally, the term may be extended up to 180 calendar days ("Term Contingency") at the sole discretion of the City, and with approval of the City Manager. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Schedule of Services/Time for Performance. Exhibit "B" ("Schedule of Services") of the Agreement is hereby replaced with the attached Exhibit B.

3.3 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

3.3.1. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed two-hundred thirty one thousand dollars (\$231,000.00), without prior written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. If the term of this Agreement is extended pursuant to Section 3.1.2 of this Agreement, the total compensation may, at the City's sole discretion be increased by ten (10) percent each one-year extension period. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.4 Remaining Provisions. Except as specifically set forth in this Third Amendment, the remaining provisions of the Agreement shall continue in full force and effect.

**SIGNATURE PAGE FOR THIRD AMENDMENT TO AGREEMENT
FOR GENERAL SERVICES
BETWEEN THE CITY OF SIGNAL HILL
AND CLIPA, LLC DBA CELEBRATION HOLIDAY STUDIO**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SIGNAL HILL

**CLIPA, LLC DBA
CELEBRATION HOLIDAY STUDIO**

By: _____
Carlo Tomaino,
City Manager

By: _____
David Hyden
Managing Member

ATTEST:

By: _____
Brook Hyden
Managing Member

By: _____
Joy Post,
Assistant City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson,
Best Best & Krieger LLP
City Attorney

**EXHIBIT B
SCHEDULE OF SERVICES**

Schedule of Services - Project Timeline Outdoor Holiday Lights and Decorations		NOTES	CLIPA or City
Project Kick-Off	August 3, 2026		CLIPA/ City
Design and Planning Phase			
Consultation with City Officials, Finalization of Design Concepts, and Approval	July 27, 2026- August 28, 2026		CLIPA/ City
Procurement of Materials, Equipment, Ensuring All Items are In Stock and Ready for Assembly	August 3, 2026- August 28, 2026		CLIPA
Walk-Thru with CLIPA/PW/PRL To Discuss Installation & Coordination.	Tentative – Monday, September 28, 2026	Time: TBD	CLIPA
Assembly of Décor Elements and Preliminary Testing in CLIPA Facility	September 1, 2026- September 30, 2026		CLIPA
Pre-Installation Preparation			
Custom design and submission of Tree Tower Artwork	By October 1, 2026		City PRL
Custom design and submission of “Custom City Tag” Artwork for Ornament Walk-Through	By October 1, 2026		City PRL
Trim 6 Palm Trees near entrance of PD Entrance	Before October 24, 2026		City PW
Complete tree trimming and landscaping in Signal Hill and City Hall area where displays will be.	Before October 24, 2026		City PW
Discuss Mowing/Landscaping Schedule through January 9 th Block Out Sprinkler Dates for Tree Installation. Discuss Access to Park Plus Construction Impacts (If Any)	Before October 24, 2026		City PW/City PRL
Plan Out Location of Lit SH Park Displays – Coordinate where to pull power for SH Park Lights and Displays	Before October 30, 2026		City PRL/ City PW
Installation			
Install Median Lights	October 12, 2026 – October 22, 2026		CLIPA
Install Median Palm Tree Lights	October 12, 2026 – October 22, 2026		CLIPA

Install Lights for Trees and Roofline Lights	Starting October 26, 2026		CLIPA
Install Roof Lights for City Hall	November 2, 2026 – November 6, 2026		CLIPA
Installation of Spritzers and Décor Elements	November 2, 2026 – November 6, 2026		CLIPA
Installation of Tree/Tower next to City Hall and Remaining Light and Décor Elements	November 2, 2026 – November 6, 2026		CLIPA
Testing All Lighting and Décor Elements to Ensure Proper Functioning and Ensuring Everything is Properly Secured and Weather-Resistant.	November 9-11, 2026		CLIPA w/City
Final Inspection and Approval from City Officials. All Installations Must Be Complete and Tested by This Date.	November 12, 2026	Time: TBD Check for Time Sun Sets.	CLIPA w/City
Maintenance and Monitoring Phase			
Regular Inspections and Proactive Maintenance to Ensure Display Remains in Optimal Condition	November 12, 2026- January 8, 2027		CLIPA
24/7 Support Available for Any Malfunctions or Repairs, with a Guaranteed Response Time of No More than 24 Hours for Any Reported Issues	November 12, 2027- January 8, 2027 Contact Chelsea 24-7 at (949) 504-8305		CLIPA
CLIPA Staff On-Site for City Tree Lighting	Thursday, November 19, 2026 3pm-10pm		CLIPA
Special Inspection and Maintenance to Ensure All Elements are in Perfect Condition for Peak Holiday Periods	December 24, 2026		CLIPA
Removal and Storage Phase			
Safe and Efficient Removal of All Holiday Décor Elements.	January 5, 2027- January 11, 2027		CLIPA
Storage of Materials for Future Use or Disposal as Per City Requirements.	January 5, 2027- November 2027		CLIPA
*All dates tentative and subject to change as necessary.			

The dates provided above are subject to change based on the City's sole discretion. The City shall promptly notify the Contractor of any changes to the above Schedule of Services.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
Hill, California 90755-3799

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: DAVID HOPPER
CITY TREASURER**

**SIAMLU COX
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

SUBJECT: WARRANT REGISTERS PRESENTED JUNE 9, 2026

Summary:

The Warrant Register is a listing of all general disbursements recorded since the prior warrant register and are requested to be approved by the City Council.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize payment of the Warrant Registers presented June 9, 2026.

Fiscal Impact:

The City has sufficient funds budgeted and available for payment.

Analysis:

Warrant Register for Council Meeting

Payment Type	Payment Date	Payment Numbers	Total
Regular Check	05.18.2026	VARIOUS	\$ 598,529.30
Regular EFT	05.18.2026	105570 THRU 105595	\$ 276,525.01
Manual DFT*	05.09.26 - 05.22.26	VARIOUS	\$ 627,017.10
Subtotal			\$ 1,502,071.41
Utility Billing Refund	05.18.2026	121419 THRU 121424	\$ 226.28
Subtotal			\$ 226.28
Payroll Net**	05.21.2026	VARIOUS	\$ 420,049.43
Subtotal			\$ 420,049.43
Grand Total			\$ 1,922,347.12

* EFT/Draft - Electronic/Draft Funds Transfer

** Represents the total net payroll direct deposit on pay date

Staff is submitting all warrants for approval; invoices and supporting documentation are available for review in the Finance Department.

Attachment:

A. Warrant Register



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 5/9/2026 - 5/22/2026

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 9807 - ALASKA WATER PRODUCTS INC							
105570	05/18/2026	10593	05/01/2026	TEMP WATER CHIEF OPERATOR SVCS: APR 2026	500-40-5400	Contract Services - General	5,383.50
Vendor 9807 - ALASKA WATER PRODUCTS INC Total:							5,383.50
Vendor: 8241 - ALLIED UNIVERSAL SECURITY SERVICES							
105571	05/18/2026	18403967	04/23/2026	SECURITY SVCS: 4/10 - 4/23/2026	100-72-5400	Contract Services - General	3,858.40
Vendor 8241 - ALLIED UNIVERSAL SECURITY SERVICES Total:							3,858.40
Vendor: 5136 - AMERICA'S TIRE COMPANY							
APA000099	05/18/2026	5065535821	03/13/2026	VEHICLES TIRES	601-40-5750	Gasoline, Oil, & Tires	232.26
APA000099	05/18/2026	5066246934	03/19/2026	VEHICLE TIRES	601-40-5750	Gasoline, Oil, & Tires	290.16
APA000099	05/18/2026	5066864815	03/24/2026	VEHICLE TIRES	601-40-5750	Gasoline, Oil, & Tires	378.46
APA000099	05/18/2026	5067191732	03/27/2026	VEHICLE TIRES	601-40-5750	Gasoline, Oil, & Tires	650.64
APA000099	05/18/2026	5067216635	03/27/2026	VEHICLE TIRES	601-40-5750	Gasoline, Oil, & Tires	648.03
APA000099	05/18/2026	5068339820	04/06/2026	VEHICLE TIRES	601-40-5750	Gasoline, Oil, & Tires	1,047.53
APA000099	05/18/2026	5070891461	04/27/2026	VEHICLE TIRES	601-40-5750	Gasoline, Oil, & Tires	203.65
Vendor 5136 - AMERICA'S TIRE COMPANY Total:							3,450.73
Vendor: 5633 - AQUA BACKFLOW INC.							
105572	05/18/2026	2026-0056	02/02/2026	BACKFLOW MANAGEMENT: JAN 2026	500-40-5400	Contract Services - General	38.00
105572	05/18/2026	2026-0083	03/03/2026	BACKFLOW MANAGEMENT: FEB 2026	500-40-5400	Contract Services - General	304.00
Vendor 5633 - AQUA BACKFLOW INC. Total:							342.00
Vendor: 8740 - BANK OF AMERICA - OPEB							
105596	05/21/2026	INV0017886	05/21/2026	110156 CITY OF SIGNAL HILL OPEB INV TRUST ACCT -EE	100-21525	OPEB Employee Paid W/ Wa...	673.12
105596	05/21/2026	INV0017887	05/21/2026	110156 CITY OF SIGNAL HILL OPEB INV TRUST ACCT -ER	100-21525	OPEB Employee Paid W/ Wa...	726.88
105596	05/21/2026	INV0017888	05/21/2026	110156 CITY OF SIGNAL HILL OPEB INV TRUST ACCT -EE	100-21525	OPEB Employee Paid W/ Wa...	2,603.70
105596	05/21/2026	INV0017889	05/21/2026	110156 CITY OF SIGNAL HILL OPEB INV TRUST ACCT -ER	100-21525	OPEB Employee Paid W/ Wa...	2,603.70
Vendor 8740 - BANK OF AMERICA - OPEB Total:							6,607.40
Vendor: 5579 - BIG STUDIO INC							
APA000100	05/18/2026	68417	05/06/2026	BUSINESS CARDS: COMMUNICATIONS	100-45-5740	General Supplies	110.50

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
APA000100	05/18/2026	68540	04/29/2026	STUDENT COUNCIL SUPPLIES	100-44-5330	Meetings	174.59
						Vendor 5579 - BIG STUDIO INC Total:	285.09
Vendor: 0057 - BLUE DIAMOND MATERIALS							
APA000101	05/18/2026	4509918	04/13/2026	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	315.87
						Vendor 0057 - BLUE DIAMOND MATERIALS Total:	315.87
Vendor: 0471 - CALIF DEPT JUSTICE							
APA000102	05/18/2026	036511	04/08/2026	FINGERPRINT APPS: MAR 2026	100-46-5400	Contract Services - General	128.00
						Vendor 0471 - CALIF DEPT JUSTICE Total:	128.00
Vendor: 3115 - CALIF ST EMPLOYMENT DEV DEPT							
DFT0017075	05/13/2026	L0431212080	04/29/2026	BENEFIT CHARGES: 01/1 - 03/31/26	100-51-5270	Other Employee Benefits	7,831.00
						Vendor 3115 - CALIF ST EMPLOYMENT DEV DEPT Total:	7,831.00
Vendor: 0203 - CALIFORNIA,STATE OF							
DFT0017149	05/21/2026	INV0017848	05/21/2026	State Income Tax Withholding	100-21513	State Withholding Taxes Pay...	200.59
DFT0017210	05/21/2026	INV0017920	05/21/2026	State Income Tax Withholding	100-21513	State Withholding Taxes Pay...	26,737.34
						Vendor 0203 - CALIFORNIA,STATE OF Total:	26,937.93
Vendor: 0407 - CALPERS							
DFT0017017	05/22/2026	INV0017696	05/07/2026	Anthem HMO Select	100-21531	Health Insurance Payable	481.34
DFT0017018	05/22/2026	INV0017697	05/07/2026	Anthem HMO Select - 2 Party	100-21531	Health Insurance Payable	2,888.04
DFT0017019	05/22/2026	INV0017698	05/07/2026	Anthem HMO Select - Family	100-21531	Health Insurance Payable	3,754.47
DFT0017020	05/22/2026	INV0017699	05/07/2026	Anthem HMO Traditional - Single	100-21531	Health Insurance Payable	1,143.40
DFT0017021	05/22/2026	INV0017700	05/07/2026	Blue Shield Access+ - Single	100-21531	Health Insurance Payable	1,835.84
DFT0017022	05/22/2026	INV0017701	05/07/2026	Blue Shield Access+ -2 Party	100-21531	Health Insurance Payable	2,753.73
DFT0017023	05/22/2026	INV0017702	05/07/2026	Blue Shield Access+ - Family	100-21531	Health Insurance Payable	2,386.58
DFT0017024	05/22/2026	INV0017703	05/07/2026	Blue Shield Net Value - Single	100-21531	Health Insurance Payable	1,320.85
DFT0017025	05/22/2026	INV0017704	05/07/2026	Blue Shield Net Value - Family	100-21531	Health Insurance Payable	2,325.89
DFT0017035	05/22/2026	INV0017716	05/07/2026	Health Net Salud y Mas - Family	100-21531	Health Insurance Payable	962.15
DFT0017036	05/22/2026	INV0017717	05/07/2026	Kaiser CA - Single	100-21531	Health Insurance Payable	8,721.54
DFT0017037	05/22/2026	INV0017718	05/07/2026	Kaiser CA - 2 Party	100-21531	Health Insurance Payable	8,740.09
DFT0017038	05/22/2026	INV0017719	05/07/2026	Kaiser CA - Family	100-21531	Health Insurance Payable	5,063.31
DFT0017039	05/11/2026	INV0017725	05/07/2026	PERS Survivor Benefit	100-21520	PERS - City Paid	24.18
DFT0017040	05/11/2026	INV0017726	05/07/2026	PERS 25143	100-21520	PERS - City Paid	12,345.70
DFT0017040	05/11/2026	INV0017726	05/07/2026	PERS 25143	100-51-5230	Retirement Contributions	-0.05
DFT0017041	05/11/2026	INV0017727	05/07/2026	PERS 25143	100-21520	PERS - City Paid	12,737.32
DFT0017042	05/11/2026	INV0017728	05/07/2026	PERS 26091	100-21520	PERS - City Paid	15,277.52
DFT0017043	05/11/2026	INV0017729	05/07/2026	PERS 26091	100-21520	PERS - City Paid	15,691.44
DFT0017044	05/11/2026	INV0017730	05/07/2026	PERS 8703	100-21520	PERS - City Paid	1,527.97
DFT0017045	05/11/2026	INV0017731	05/07/2026	PERS 8703	100-21520	PERS - City Paid	2,745.97
DFT0017046	05/11/2026	INV0017732	05/07/2026	PERS 8704	100-21520	PERS - City Paid	3,782.20

Warrant Register

Payment Dates: 5/9/2026 - 5/22/2026

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0017047	05/11/2026	INV0017733	05/07/2026	PERS 8704	100-21520	PERS - City Paid	5,813.79
DFT0017048	05/11/2026	INV0017734	05/07/2026	PERS 9063	100-21520	PERS - City Paid	6,447.96
DFT0017049	05/11/2026	INV0017735	05/07/2026	PERS 9063 Management	100-21520	PERS - City Paid	804.84
DFT0017050	05/11/2026	INV0017736	05/07/2026	PERS 9063	100-21520	PERS - City Paid	14,158.66
DFT0017051	05/11/2026	INV0017737	05/07/2026	PERS 9063 Management	100-21520	PERS - City Paid	2,624.67
DFT0017052	05/22/2026	INV0017738	05/07/2026	PERS Gold - Single	100-21531	Health Insurance Payable	1,918.20
DFT0017053	05/22/2026	INV0017739	05/07/2026	PERS Gold - 2 Party	100-21531	Health Insurance Payable	960.03
DFT0017054	05/22/2026	INV0017740	05/07/2026	PERS Gold - Family	100-21531	Health Insurance Payable	7,483.37
DFT0017055	05/22/2026	INV0017741	05/07/2026	PERS Platinum - Single	100-21531	Health Insurance Payable	2,863.64
DFT0017056	05/22/2026	INV0017742	05/07/2026	PERS Platinum - 2 Party	100-21531	Health Insurance Payable	1,431.81
DFT0017057	05/22/2026	INV0017743	05/07/2026	PERS Platinum - Family	100-21531	Health Insurance Payable	1,861.36
DFT0017058	05/22/2026	INV0017747	05/07/2026	United Health Care SA - Single	100-21531	Health Insurance Payable	435.38
DFT0017059	05/22/2026	INV0017748	05/07/2026	United Health Care SH - Family	100-21531	Health Insurance Payable	1,990.34
DFT0017162	05/22/2026	INV0017862	05/21/2026	Anthem HMO Select	100-21531	Health Insurance Payable	481.34
DFT0017163	05/22/2026	INV0017863	05/21/2026	Anthem HMO Select - 2 Party	100-21531	Health Insurance Payable	2,888.04
DFT0017164	05/22/2026	INV0017864	05/21/2026	Anthem HMO Select - Family	100-21531	Health Insurance Payable	3,754.47
DFT0017165	05/22/2026	INV0017865	05/21/2026	Anthem HMO Traditional - Single	100-21531	Health Insurance Payable	1,143.40
DFT0017166	05/22/2026	INV0017866	05/21/2026	Blue Shield Access+ - Single	100-21531	Health Insurance Payable	1,835.84
DFT0017167	05/22/2026	INV0017867	05/21/2026	Blue Shield Access+ - 2 Party	100-21531	Health Insurance Payable	2,753.73
DFT0017168	05/22/2026	INV0017868	05/21/2026	Blue Shield Access+ - Family	100-21531	Health Insurance Payable	2,386.58
DFT0017169	05/22/2026	INV0017869	05/21/2026	Blue Shield Net Value - Single	100-21531	Health Insurance Payable	1,320.85
DFT0017170	05/22/2026	INV0017870	05/21/2026	Blue Shield Net Value - Family	100-21531	Health Insurance Payable	2,325.89
DFT0017180	05/22/2026	INV0017882	05/21/2026	Health Net Salud y Mas - Family	100-21531	Health Insurance Payable	962.15
DFT0017181	05/22/2026	INV0017883	05/21/2026	Kaiser CA - Single	100-21531	Health Insurance Payable	1,975.38
DFT0017181	05/22/2026	INV0017883	05/21/2026	Kaiser CA - Single	100-21531	Health Insurance Payable	3,876.20
DFT0017181	05/22/2026	INV0017883	05/21/2026	Kaiser CA - Single	100-21531	Health Insurance Payable	8,721.54
DFT0017181	05/22/2026	INV0017883	05/21/2026	Kaiser CA - Single	100-51-5273	Health Benefits	-0.45
DFT0017182	05/22/2026	INV0017884	05/21/2026	Kaiser CA - 2 Party	100-21531	Health Insurance Payable	8,740.09
DFT0017183	05/22/2026	INV0017885	05/21/2026	Kaiser CA - Family	100-21531	Health Insurance Payable	5,063.31
DFT0017197	05/22/2026	INV0017904	05/21/2026	PERS Gold - Single	100-21531	Health Insurance Payable	1,918.20
DFT0017198	05/22/2026	INV0017905	05/21/2026	PERS Gold - 2 Party	100-21531	Health Insurance Payable	960.03
DFT0017199	05/22/2026	INV0017906	05/21/2026	PERS Gold - Family	100-21531	Health Insurance Payable	7,483.37
DFT0017200	05/22/2026	INV0017907	05/21/2026	PERS Platinum - Single	100-21531	Health Insurance Payable	2,863.64
DFT0017201	05/22/2026	INV0017908	05/21/2026	PERS Platinum - 2 Party	100-21531	Health Insurance Payable	1,431.81
DFT0017202	05/22/2026	INV0017909	05/21/2026	PERS Platinum - Family	100-21531	Health Insurance Payable	1,861.36
DFT0017203	05/22/2026	INV0017913	05/21/2026	United Health Care SA - Single	100-21531	Health Insurance Payable	435.38
DFT0017204	05/22/2026	INV0017914	05/21/2026	United Health Care SH - Family	100-21531	Health Insurance Payable	1,990.34
DFT0017259	05/22/2026	INV0017932	05/22/2026	Retireess Medical June 2026	100-51-5273	Health Benefits	102.80
DFT0017259	05/22/2026	INV0017932	05/22/2026	Retireess Medical June 2026	100-51-5290	Retiree Medical Benefit	67.48

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0017259	05/22/2026	INV0017932	05/22/2026	Retireess Medical June 2026	100-51-5290	Retiree Medical Benefit	14,418.00
						Vendor 0407 - CALPERS Total:	237,064.30
Vendor: 1560 - CARUSO FORD							
105573	05/18/2026	F0CS110784	04/30/2026	VEHICLE MAINT: UNIT #72620	601-40-5540	Vehicle Maintenance	2,498.41
						Vendor 1560 - CARUSO FORD Total:	2,498.41
Vendor: 8635 - CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION							
105574	05/18/2026	CSH-38	04/08/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	536.26
105574	05/18/2026	CSH-38	04/08/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	2,681.28
105574	05/18/2026	CSH-38	04/08/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-536.26
						Vendor 8635 - CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION Total:	2,681.28
Vendor: 9876 - CCS FACILITY SERVICES - ORANGE COUNTY INC							
APA000103	05/18/2026	745808	03/01/2026	JANITORIAL SVCS: MAR 2026	100-92-5521	Cleaning Services	21,521.00
APA000103	05/18/2026	750383	04/01/2026	JANITORIAL SVCS: APR 2026	100-92-5521	Cleaning Services	21,521.00
						Vendor 9876 - CCS FACILITY SERVICES - ORANGE COUNTY INC Total:	43,042.00
Vendor: 6774 - CINDY DUENAS							
105575	05/18/2026	03292026	03/29/2026	HOT RODS 'N' HEROES EVENT	100-71-5330	Meetings	15.00
						Vendor 6774 - CINDY DUENAS Total:	15.00
Vendor: 5431 - CINTAS CORPORATION							
APA000104	05/18/2026	4240528975	08/19/2025	UNIFORMS	100-94-5730	Uniforms	28.12
APA000104	05/18/2026	4240528975	08/19/2025	UNIFORMS	100-95-5730	Uniforms	89.62
APA000104	05/18/2026	4240528975	08/19/2025	UNIFORMS	500-40-5730	Uniforms	180.49
APA000104	05/18/2026	4240528975	08/19/2025	UNIFORMS	601-40-5730	Uniforms	7.89
						Vendor 5431 - CINTAS CORPORATION Total:	306.12
Vendor: 5780 - CITY EMPLOYEES ASSOCIATES LLC							
105597	05/21/2026	INV0017911	05/21/2026	PT Employee Association	100-21050	Accrued Liabilities Payable	10.00
						Vendor 5780 - CITY EMPLOYEES ASSOCIATES LLC Total:	10.00
Vendor: 0377 - CITY OF LONG BEACH							
DFT0016899	05/19/2026	1784-042726	04/27/2026	WATER SVCS - 6475 ORANGE AVE: 3/25 - 4/23/26	500-40-5512	Utility Services	44.86
DFT0016901	05/19/2026	7236-042726	04/27/2026	GAS SVCS - 2745 WALNUT AVE: 3/25 - 4/23/26	100-92-5512	Utility Services	124.38
DFT0016903	05/13/2026	1715-042426	04/24/2026	GAS SVCS - 1975 E 21ST ST: 3/25 - 4/23/26	100-92-5512	Utility Services	10.44
DFT0016905	05/13/2026	4016-042426	04/24/2026	GAS SVCS - 1919 E HILL ST: 3/25 - 4/23/26	100-92-5512	Utility Services	14.30
DFT0016907	05/13/2026	8387-042426	04/24/2026	WATER SVCS - 6059 CHERRY AVE: 3/25 - 4/23/26	500-40-5512	Utility Services	30.24

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0016909	05/13/2026	8237-042426	04/24/2026	GAS SVCS - 2175 E 28TH ST: 3/25 - 4/23/26	100-92-5512	Utility Services	19.30
DFT0016911	05/13/2026	9816-042426	04/24/2026	GAS SVCS - 1780 E HILL ST: 3/25 - 4/23/26	100-92-5512	Utility Services	94.34
DFT0016946	05/20/2026	8906-050126	05/01/2026	GAS SVCS - 2175 CHERRY AVE: 03.25 - 04.23.26	100-92-5512	Utility Services	27.68
						Vendor 0377 - CITY OF LONG BEACH Total:	365.54
Vendor: 7313 - CITY OF SIGNAL HILL							
DFT0017125	05/18/2026	04302026	04/30/2026	MONTHLY CITY WATER CHARGES - APR 2026	100-13001	Accrued Accounts Receivable	982.81
DFT0017125	05/18/2026	04302026	04/30/2026	MONTHLY CITY WATER CHARGES - APR 2026	100-47-5512	Utility Services	29.62
DFT0017125	05/18/2026	04302026	04/30/2026	MONTHLY CITY WATER CHARGES - APR 2026	100-92-5512	Utility Services	8,127.14
DFT0017125	05/18/2026	04302026	04/30/2026	MONTHLY CITY WATER CHARGES - APR 2026	100-94-5512	Utility Services	23,485.39
DFT0017125	05/18/2026	04302026	04/30/2026	MONTHLY CITY WATER CHARGES - APR 2026	260-40-5512	Utility Services	1,541.07
DFT0017125	05/18/2026	04302026	04/30/2026	MONTHLY CITY WATER CHARGES - APR 2026	500-40-5512	Utility Services	777.58
						Vendor 7313 - CITY OF SIGNAL HILL Total:	34,943.61
Vendor: 1239 - CLEAN ENERGY							
105576	05/18/2026	CE12840387	04/30/2026	CNG FUEL: APR 2026	601-40-5754	Fuel Purchases	387.42
						Vendor 1239 - CLEAN ENERGY Total:	387.42
Vendor: 9292 - COSTAR REALTY INFORMATION, INC							
APA000105	05/18/2026	123306325	01/05/2026	LOOPNET SUBSCRIPTION: JAN 2026	100-47-5631	Software Purchases	97.96
APA000105	05/18/2026	123338632	01/06/2026	COSTAR SUITE SUBSCRIPTION: JAN 2026	100-47-5631	Software Purchases	508.77
APA000105	05/18/2026	123475099	02/03/2026	LOOPNET SUBSCRIPTION: FEB 2026	100-47-5631	Software Purchases	97.96
APA000105	05/18/2026	123496500	02/04/2026	COSTAR SUITE SUBSCRIPTION: FEB 2026	100-47-5631	Software Purchases	508.77
APA000105	05/18/2026	123648491	03/03/2026	LOOPNET SUBSCRIPTION: MAR 2026	100-47-5631	Software Purchases	97.96
APA000105	05/18/2026	123682766	03/04/2026	COSTAR SUITE SUBSCRIPTION: MAR 2026	100-47-5631	Software Purchases	508.77
APA000105	05/18/2026	123818512	04/02/2026	LOOPNET SUBSCRIPTION: APR 2026	100-47-5631	Software Purchases	97.96
APA000105	05/18/2026	123842193	04/02/2026	COSTAR SUITE SUBSCRIPTION: APR 2026	100-47-5631	Software Purchases	533.69
						Vendor 9292 - COSTAR REALTY INFORMATION, INC Total:	2,451.84

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 1727 - CSG CONSULTANTS INC							
105577	05/18/2026	B260494	04/01/2026	CONTRACT PLAN CHECK SVCS: 100-63-5421 MAR 2026		Plan Check Professional Servi...	1,556.82
Vendor 1727 - CSG CONSULTANTS INC Total:							1,556.82
Vendor: 9322 - DEVIL MOUNTAIN WHOLESALE NURSERY LLC							
APA000106	05/18/2026	INV648055	01/28/2026	STREET TREE PROJECT TREE PROCUREMENT	400-40-5894	Street Capital Improvements	21,522.97
APA000106	05/18/2026	INV658141	02/19/2026	STREET TREE PROJECT TREE PROCUREMENT	400-40-5894	Street Capital Improvements	6,078.38
Vendor 9322 - DEVIL MOUNTAIN WHOLESALE NURSERY LLC Total:							27,601.35
Vendor: 1202 - DISPENSING TECHNOLOGY CORP							
APA000107	05/18/2026	18072	04/02/2026	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	1,242.87
Vendor 1202 - DISPENSING TECHNOLOGY CORP Total:							1,242.87
Vendor: 9262 - DUDEK							
APA000108	05/18/2026	202603265	04/09/2026	WATER MASTER PLAN AND RATE STUDY: 2/21 - 3/27/26	500-40-5423	Engineering Services	1,475.00
Vendor 9262 - DUDEK Total:							1,475.00
Vendor: 9913 - DULUX PAINTING							
APA000109	05/18/2026	2026-8	05/04/2026	PROFESSIONAL SVCS: PD LOBBY	100-92-5400	Contract Services - General	2,200.00
Vendor 9913 - DULUX PAINTING Total:							2,200.00
Vendor: 5468 - DUTHIE POWER SERVICES							
APA000110	05/18/2026	A154800	04/16/2026	ANNUAL GENERATOR SVC: TEMPLE & HILL	500-40-5560	Repair & Maintenance Servic...	1,361.00
Vendor 5468 - DUTHIE POWER SERVICES Total:							1,361.00
Vendor: 1535 - EDCO							
APA000111	05/18/2026	6199-01	02/01/2024	DEVELOPER DEPOSIT REFUND	100-23530	Deposits-Community Develo...	9,103.16
Vendor 1535 - EDCO Total:							9,103.16
Vendor: 10526 - EDWARD KIM							
APA000112	05/18/2026	04082026	04/08/2026	DEPOSIT REFUND PERMIT 2744	100-23550	Deposits-Community Services	62.00
Vendor 10526 - EDWARD KIM Total:							62.00
Vendor: 8268 - ELECTRA-MEDIA INC							
105578	05/18/2026	19276	05/06/2026	DIGITAL BILLBOARD ADVERTISING & SVCS: JUN 2026	100-47-5400	Contract Services - General	3,053.20
Vendor 8268 - ELECTRA-MEDIA INC Total:							3,053.20
Vendor: 9629 - ESTATE DESIGN AND CONSTRUCTION, INC							
121425	05/18/2026	CSH-008	04/17/2026	CITY HALL INTERIOR RENOVATION: 3/3 - 4/16/26	400-21150	Retention Payable	-18,376.88
121425	05/18/2026	CSH-008	04/17/2026	CITY HALL INTERIOR RENOVATION: 3/3 - 4/16/26	400-40-5896	Facilities Capital Improvement	143,262.05

Warrant Register				Payment Dates: 5/9/2026 - 5/22/2026			
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
121425	05/18/2026	CSH-008	04/17/2026	CITY HALL INTERIOR RENOVATION: 3/3 - 4/16/26	400-40-5896	Facilities Capital Improvement	224,275.55
Vendor 9629 - ESTATE DESIGN AND CONSTRUCTION, INC Total:							349,160.72
Vendor: 1121 - EWING IRRIGATION PRODUCTS INC.							
APA000113	05/18/2026	26290602	04/28/2026	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	57.71
APA000113	05/18/2026	29979125	04/23/2026	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	20.06
Vendor 1121 - EWING IRRIGATION PRODUCTS INC. Total:							77.77
Vendor: 10516 - FJ CIRCLE HOLDCO LLC							
APA000114	05/18/2026	6220-01	10/24/2024	DEVELOPER DEPOSIT REFUND	100-23530	Deposits-Community Develo...	3,055.14
Vendor 10516 - FJ CIRCLE HOLDCO LLC Total:							3,055.14
Vendor: 1651 - FLEMING ENVIRONMENTAL INC							
APA000115	05/18/2026	24134	05/04/2026	ANNUAL VAPOR TESTING	601-40-5400	Contract Services - General	1,100.00
Vendor 1651 - FLEMING ENVIRONMENTAL INC Total:							1,100.00
Vendor: 10517 - FRANCIS AND MARIANNE LUTHER							
APA000116	05/18/2026	6229-01	03/25/2025	DEVELOPER DEPOSIT REFUND	100-23530	Deposits-Community Develo...	6,373.00
Vendor 10517 - FRANCIS AND MARIANNE LUTHER Total:							6,373.00
Vendor: 5303 - FRONTIER							
DFT0016947	05/14/2026	2538-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	130.98
DFT0016949	05/12/2026	1920-041726	04/17/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	1,003.52
DFT0016953	05/14/2026	9331-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	945.91
DFT0016957	05/14/2026	1652-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	156.37
DFT0016961	05/14/2026	1854-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	310.82
DFT0016965	05/14/2026	2864-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	79.55
DFT0016967	05/15/2026	7290-042026	04/20/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	484.38
DFT0016969	05/14/2026	3247-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	156.37
DFT0016971	05/14/2026	3609-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	156.37
DFT0016973	05/14/2026	5226-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	86.98
DFT0016975	05/14/2026	4902-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	1,608.66
DFT0016977	05/14/2026	5908-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	79.55
DFT0016979	05/12/2026	6025-041526	04/15/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	770.11
DFT0016982	05/14/2026	6071-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	13.95
DFT0016984	05/14/2026	6947-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	134.19
DFT0016986	05/12/2026	0842-041726	04/17/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	519.32
DFT0016986	05/12/2026	0842-041726	04/17/2026	FRONTIER SVCS: APR 2026	500-40-5511	Telephone/Data	2,062.32
DFT0016988	05/14/2026	8708-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	79.55
DFT0016990	05/14/2026	0920-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	79.55
DFT0016992	05/22/2026	9470-042826	04/28/2026	FRONTIER SVCS: MAY 2026	100-51-5511	Telephone/Internet	361.76
DFT0016996	05/14/2026	4539-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	79.55
DFT0016998	05/14/2026	9203-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	86.98
DFT0017002	05/14/2026	0106-041926	04/19/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	1,060.46
DFT0017002	05/14/2026	0106-041926	04/19/2026	FRONTIER SVCS: APR 2026	500-40-5511	Telephone/Data	2,499.12
DFT0017261	05/20/2026	0259-042526	04/25/2026	FRONTIER SVCS: APR 2026	100-74-5511	Telephone	530.00

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0017263	05/18/2026	1887-042126	04/21/2026	FRONTIER SVCS: APR 2026	100-74-5511	Telephone	702.42
						Vendor 5303 - FRONTIER Total:	14,178.74
Vendor: 1369 - GOVERNMENTJOBS.COM, INC.							
105579	05/18/2026	INV-155299	03/15/2026	INSIGHT/ATTRACT SUBSCRIPTIONS: 05.14.26 - 05.13.27	100-16000	Inventory & Prepayments	15,534.01
105579	05/18/2026	INV-155299	03/15/2026	INSIGHT/ATTRACT SUBSCRIPTIONS: 05.14.26 - 05.13.27	100-46-5631	Software Purchases	3,106.80
						Vendor 1369 - GOVERNMENTJOBS.COM, INC. Total:	18,640.81
Vendor: 5046 - GRAFIX SYSTEMS							
105580	05/18/2026	34962	04/29/2026	INTERIOR PAINTING SVCS	100-74-5740	General Supplies	912.82
105580	05/18/2026	34964	04/30/2026	VEHICLE PRINTING SVCS: UNIT #729	601-40-5542	Vehicle Body Work Services	829.40
						Vendor 5046 - GRAFIX SYSTEMS Total:	1,742.22
Vendor: 10365 - GREENTECH RENEWABLES COMMERCIAL SOLUTIONS							
APA000117	05/18/2026	8093-1003666	03/16/2026	CHARGEPOINT CHARGERS	601-40-5840	Capital Outlay	41,733.83
						Vendor 10365 - GREENTECH RENEWABLES COMMERCIAL SOLUTIONS Total:	41,733.83
Vendor: 0225 - HACH COMPANY							
105581	05/18/2026	14982670	04/30/2026	WATER DEPT SUPPLIES	500-40-5721	Special Department Supplies	354.21
						Vendor 0225 - HACH COMPANY Total:	354.21
Vendor: 8907 - HARRY & SALLY INC							
APA000118	05/18/2026	1496	03/04/2026	LIVESCAN APPS: FEB 2026	100-46-5400	Contract Services - General	132.00
APA000118	05/18/2026	3384	04/04/2026	LIVESCAN APPS: MAR 2026	100-46-5400	Contract Services - General	66.00
APA000118	05/18/2026	4586	05/05/2026	LIVESCAN APPS: APR 2026	100-46-5400	Contract Services - General	154.00
APA000118	05/18/2026	6703	12/04/2025	LIVESCAN APPS: NOV 2025	100-46-5400	Contract Services - General	110.00
						Vendor 8907 - HARRY & SALLY INC Total:	462.00
Vendor: 5432 - IAN BRIDGES							
121426	05/18/2026	04212026	04/21/2026	ASSERTIVE SUPERVISION TRAINING	100-72-5320	Travel & Training	123.00
						Vendor 5432 - IAN BRIDGES Total:	123.00
Vendor: 8818 - INFINITY TECHNOLOGIES							
105582	05/18/2026	5326	04/10/2026	IT SVCS: DATTO BACKUP APPLIANCE - APR 26 - MAR 27	100-74-5570	Software Licensing & Support	24,000.00
						Vendor 8818 - INFINITY TECHNOLOGIES Total:	24,000.00
Vendor: 10511 - INTRACORP SW LLC							
APA000119	05/18/2026	6169-01	03/03/2026	DEVELOPER DEPOSIT REFUND	100-23530	Deposits-Community Develo...	1,250.00
						Vendor 10511 - INTRACORP SW LLC Total:	1,250.00
Vendor: 9656 - IRIS GROUP HOLDING							
APA000120	05/18/2026	160512693	02/11/2026	INTRUSION ALARM SVC FEE: 02/11 - 05/10/26	100-92-5400	Contract Services - General	151.50

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
APA000120	05/18/2026	160684792	03/17/2026	FIRE ALARM INSTALLATION	400-40-5896	Facilities Capital Improvement	7,799.27
						Vendor 9656 - IRIS GROUP HOLDING Total:	7,950.77
Vendor: 10528 - IRMA CARLOS							
APA000121	05/18/2026	05082026	05/08/2026	SENIOR EXCURSION - CANCELLED	100-34-4804	Community Services: Excursi...	10.00
						Vendor 10528 - IRMA CARLOS Total:	10.00
Vendor: 9582 - JESSE LEE							
105583	05/18/2026	1312	12/05/2025	CITY HALL RENOVATION: POWER OUTLETS/MEDIA BOXES	400-40-5896	Facilities Capital Improvement	8,395.00
105583	05/18/2026	1332	02/02/2026	CITY HALL RENOVATION: POWER OUTLETS/MEDIA BOXES	400-40-5896	Facilities Capital Improvement	8,344.18
						Vendor 9582 - JESSE LEE Total:	16,739.18
Vendor: 4316 - JOHNSTONE SUPPLY							
APA000122	05/18/2026	3128039	04/24/2026	PUBLIC WORKS SUPPLIES	400-40-5896	Facilities Capital Improvement	22.10
APA000122	05/18/2026	3128389	05/04/2026	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	29.50
						Vendor 4316 - JOHNSTONE SUPPLY Total:	51.60
Vendor: 10357 - JONATHAN PENA							
121427	05/18/2026	04212026	04/21/2026	RADAR OPERATOR TRAINING	100-72-5320	Travel & Training	54.00
						Vendor 10357 - JONATHAN PENA Total:	54.00
Vendor: 3455 - KEYSER MARSTON ASSOC INC							
APA000123	05/18/2026	0040673	04/20/2026	AB-341 REPORTING - FY24/25	223-40-5400	Contract Services - General	5,000.00
						Vendor 3455 - KEYSER MARSTON ASSOC INC Total:	5,000.00
Vendor: 10519 - KIRSTEN ROGERS							
APA000124	05/18/2026	04012026	04/01/2026	DEPOSIT REFUND PERMIT 2746	100-23550	Deposits-Community Services	62.00
						Vendor 10519 - KIRSTEN ROGERS Total:	62.00
Vendor: 9900 - KORMEX CONSTRUCTION INC							
105584	05/18/2026	ST-004	04/13/2026	STREET TREE PLANTING PROJECT: 3/19 - 4/13/26	400-21150	Retention Payable	-1,997.50
105584	05/18/2026	ST-004	04/13/2026	STREET TREE PLANTING PROJECT: 3/19 - 4/13/26	400-40-5894	Street Capital Improvements	39,950.00
						Vendor 9900 - KORMEX CONSTRUCTION INC Total:	37,952.50
Vendor: 8304 - KORY MILLS							
APA000125	05/18/2026	00002195	04/22/2026	HERITAGE POINT PARK FENCE REPAIR	100-94-5400	Contract Services - General	15,798.75
						Vendor 8304 - KORY MILLS Total:	15,798.75
Vendor: 8790 - L.N. CURTIS AND SONS							
APA000126	05/18/2026	INV1061985	04/27/2026	UNIFORMS	100-72-5730	Uniforms	529.47

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
APA000126	05/18/2026	INV1064102	04/30/2026	UNIFORMS	100-72-5730	Uniforms	45.29
						Vendor 8790 - L.N. CURTIS AND SONS Total:	574.76
Vendor: 0655 - LA COUNTY SHERIFF'S DEPARTMENT							
APA000127	05/18/2026	262548BL	04/17/2026	INMATE MEAL SVCS: MAR 2026	100-75-5721	Special Department Supplies	242.50
						Vendor 0655 - LA COUNTY SHERIFF'S DEPARTMENT Total:	242.50
Vendor: 4140 - LA SUPERIOR COURT							
121428	05/18/2026	04212026	04/21/2026	PARKING CITATION FEES	100-35-4723	Parking Citations - Police	28,333.60
						Vendor 4140 - LA SUPERIOR COURT Total:	28,333.60
Vendor: 10520 - MAHLET TEKESTE							
APA000128	05/18/2026	03232026	03/23/2026	DEPOSIT REFUND PERMIT 2742	100-23550	Deposits-Community Services	62.00
						Vendor 10520 - MAHLET TEKESTE Total:	62.00
Vendor: 10527 - MARQUES ANDERSON							
APA000129	05/18/2026	04282026	04/28/2026	DEPOSIT REFUND PERMIT 2751	100-23550	Deposits-Community Services	62.00
						Vendor 10527 - MARQUES ANDERSON Total:	62.00
Vendor: 0498 - MEARN'S CONSULTING CORP							
105585	05/18/2026	26505-1933 TEMPLE	04/27/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	466.20
105585	05/18/2026	26505-1933 TEMPLE	04/27/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	2,331.00
105585	05/18/2026	26505-1933 TEMPLE	04/27/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-466.20
105585	05/18/2026	26703-2775 WALNUT	04/22/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	305.00
105585	05/18/2026	26703-2775 WALNUT	04/22/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	61.00
105585	05/18/2026	26703-2775 WALNUT	04/22/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-61.00
105585	05/18/2026	26901-3308 LEMON	04/22/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	305.00
105585	05/18/2026	26901-3308 LEMON	04/22/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	61.00
105585	05/18/2026	26901-3308 LEMON	04/22/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-61.00

Warrant Register							Payment Dates: 5/9/2026 - 5/22/2026
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
105585	05/18/2026	53-2020 WALNUT	04/22/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	61.00
105585	05/18/2026	53-2020 WALNUT	04/22/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	305.00
105585	05/18/2026	53-2020 WALNUT	04/22/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-61.00
Vendor 0498 - MEARNES CONSULTING CORP Total:							3,246.00
Vendor: 5673 - MEDICO PROFESSIONAL LINEN SERVICE							
105586	05/18/2026	21428256	04/22/2026	SHPD SUPPLIES	100-75-5721	Special Department Supplies	123.90
Vendor 5673 - MEDICO PROFESSIONAL LINEN SERVICE Total:							123.90
Vendor: 8403 - MICHAEL CHISLOCK							
APA000130	05/18/2026	6213-01	07/31/2024	DEVELOPER DEPOSIT REFUND	100-23530	Deposits-Community Develo...	126.00
Vendor 8403 - MICHAEL CHISLOCK Total:							126.00
Vendor: 1357 - MOORE IACOFANO GOLTSMAN							
APA000131	05/18/2026	0096212	04/24/2026	PROFESSIONAL SVCS: HOUSING ELEMENT UPDATE	100-61-5400	Contract Services - General	410.00
Vendor 1357 - MOORE IACOFANO GOLTSMAN Total:							410.00
Vendor: 9266 - MVP SECURITY SYSTEMS, INC							
APA000132	05/18/2026	3859	04/09/2026	PROFESSIONAL SVCS: PD REPAIR	100-92-5400	Contract Services - General	996.00
Vendor 9266 - MVP SECURITY SYSTEMS, INC Total:							996.00
Vendor: 10492 - NICHOLS LOCAL GOVERNMENT CONSULTING, LLC							
APA000133	05/18/2026	2026-9819872-01	04/09/2026	CONSULTING SERVICES	100-74-5400	Contract Services - General	2,000.00
Vendor 10492 - NICHOLS LOCAL GOVERNMENT CONSULTING, LLC Total:							2,000.00
Vendor: 0170 - OFFICE DEPOT							
105587	05/18/2026	463917156001	04/20/2026	OFFICE SUPPLIES: SHARED	100-51-5710	Office Supplies	31.05
105587	05/18/2026	463980038001	04/18/2026	OFFICE SUPPLIES: SHARED	100-51-5710	Office Supplies	57.19
105587	05/18/2026	465058716001	04/14/2026	OFFICE SUPPLIES: SHARED & COMM DEV	100-51-5710	Office Supplies	153.00
105587	05/18/2026	465058716001	04/14/2026	OFFICE SUPPLIES: SHARED & COMM DEV	100-61-5740	General Supplies	360.33
105587	05/18/2026	465058716001	04/14/2026	OFFICE SUPPLIES: SHARED & COMM DEV	100-62-5740	General Supplies	125.00
105587	05/18/2026	465893040001	04/16/2026	OFFICE SUPPLIES: PW	100-92-5740	General Supplies	56.36
105587	05/18/2026	465974495001	04/16/2026	OFFICE SUPPLIES: SHARED	100-51-5710	Office Supplies	75.77
105587	05/18/2026	465998704001	04/16/2026	OFFICE SUPPLIES: PD	100-75-5740	General Supplies	39.44
105587	05/18/2026	466467795001	04/15/2026	OFFICE SUPPLIES: COMM DEV	100-64-5740	General Supplies	188.84
105587	05/18/2026	466468467001	04/15/2026	OFFICE SUPPLIES: SHARED	100-61-5740	General Supplies	9.19
105587	05/18/2026	468409579001	05/05/2026	OFFICE SUPPLIES: SHARED	100-51-5710	Office Supplies	56.08
Vendor 0170 - OFFICE DEPOT Total:							1,152.25

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 10515 - PADRE ASSOCIATES ATTN: RYAN ZUKOR							
APA000134	05/18/2026	6204-01	04/18/2024	DEVELOPER DEPOSIT REFUND	100-23530	Deposits-Community Develo...	2,902.00
						Vendor 10515 - PADRE ASSOCIATES ATTN: RYAN ZUKOR Total:	2,902.00
Vendor: 8819 - PARKWOOD LANDSCAPE MAINTENANCE, INC.							
APA000135	05/18/2026	111167	04/30/2026	LLMD LANDSCAPE MAINT: APR 2026	260-40-5530	Lawn Care Services	2,706.00
						Vendor 8819 - PARKWOOD LANDSCAPE MAINTENANCE, INC. Total:	2,706.00
Vendor: 0294 - PARS							
105588	05/18/2026	60305	05/06/2026	ARS - PARS FEES: MAR 2026	100-51-5400	Contract Services - General	231.25
						Vendor 0294 - PARS Total:	231.25
Vendor: 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC							
DFT0017083	05/11/2026	2296-041226	04/12/2026	POSTAGE REFILL	100-51-5720	Postage	1,541.99
						Vendor 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC Total:	1,541.99
Vendor: 5033 - RIO HONDO COLLEGE							
APA000136	05/18/2026	S26-164-ZSGH	04/06/2026	PHYSICAL AGILITY TEST (8)	100-46-5400	Contract Services - General	200.00
APA000136	05/18/2026	S26-217-ZSGH	04/20/2026	PHYSICAL AGILITY TEST (20)	100-46-5400	Contract Services - General	500.00
						Vendor 5033 - RIO HONDO COLLEGE Total:	700.00
Vendor: 5012 - RODRIGUEZ, PERLA							
121429	05/18/2026	04222026A	04/22/2026	CIVILIAN LEADERSHIP SESSION #1	100-76-5320	Travel & Training	122.52
121429	05/18/2026	04222026B	04/22/2026	CIVILIAN LEADERSHIP SESSION #2	100-76-5320	Travel & Training	87.11
121429	05/18/2026	04222026C	04/22/2026	CIVILIAN LEADERSHIP SESSION #3	100-76-5320	Travel & Training	83.78
121429	05/18/2026	04222026D	04/22/2026	CIVILIAN LEADERSHIP SESSION #4	100-76-5320	Travel & Training	71.53
						Vendor 5012 - RODRIGUEZ, PERLA Total:	364.94
Vendor: 1682 - SANDLER BROTHERS							
APA000137	05/18/2026	0258425-IN	03/11/2026	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	320.02
						Vendor 1682 - SANDLER BROTHERS Total:	320.02
Vendor: 0446 - SIGNAL HILL EMPLOYEES ASSOC							
105598	05/21/2026	INV0017912	05/21/2026	Signal Hill Employees Assn	100-21555	SHEA Union Dues Deductions...	967.50
						Vendor 0446 - SIGNAL HILL EMPLOYEES ASSOC Total:	967.50
Vendor: 8778 - SIGNAL HILL PETROLEUM							
APA000138	05/18/2026	6096-01	03/02/2026	DEVELOPER DEPOSIT REFUND	100-23530	Deposits-Community Develo...	3,926.10
						Vendor 8778 - SIGNAL HILL PETROLEUM Total:	3,926.10
Vendor: 0447 - SIGNAL HILL POLICE OFFICERS							
105599	05/21/2026	INV0017910	05/21/2026	Police Officer Assn Dues	100-21550	POA Union Dues Deductions ...	1,656.00
						Vendor 0447 - SIGNAL HILL POLICE OFFICERS Total:	1,656.00
Vendor: 4432 - SIGNAL HILL,CITY OF							
105600	05/21/2026	INV0017880	05/21/2026	Child Care	100-21538	Flex Spending Payable	458.34

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
105600	05/21/2026	INV0017881	05/21/2026	Flex Spending	100-21538	Flex Spending Payable	1,508.32
						Vendor 4432 - SIGNAL HILL,CITY OF Total:	1,966.66
Vendor: 0686 - SOUTH COAST AQMD							
APA000139	05/18/2026	4711385	04/16/2026	AQMD EMISSIONS FEES: FY25-26	500-40-5400	Contract Services - General	172.49
APA000139	05/18/2026	4712537	04/16/2026	AQMD EMISSIONS FEES: FY25-26	500-40-5400	Contract Services - General	172.49
						Vendor 0686 - SOUTH COAST AQMD Total:	344.98
Vendor: 0464 - SOUTHERN CALIFORNIA EDISON							
DFT0016925	05/11/2026	9772-042726	04/27/2026	ELECTRIC SVCS: MAR 2026	100-13001	Accrued Accounts Receivable	11.12
DFT0016925	05/11/2026	9772-042726	04/27/2026	ELECTRIC SVCS: MAR 2026	100-92-5512	Utility Services	12,534.54
DFT0016925	05/11/2026	9772-042726	04/27/2026	ELECTRIC SVCS: MAR 2026	100-94-5512	Utility Services	500.85
DFT0016925	05/11/2026	9772-042726	04/27/2026	ELECTRIC SVCS: MAR 2026	100-95-5510	Electricity	17,753.49
DFT0016925	05/11/2026	9772-042726	04/27/2026	ELECTRIC SVCS: MAR 2026	100-95-5512	Utility Services	1,286.09
DFT0016925	05/11/2026	9772-042726	04/27/2026	ELECTRIC SVCS: MAR 2026	260-40-5512	Utility Services	32.41
DFT0016925	05/11/2026	9772-042726	04/27/2026	ELECTRIC SVCS: MAR 2026	500-40-5512	Utility Services	3,455.69
DFT0016927	05/11/2026	8542-042726	04/27/2026	ELECTRIC SVCS: APR 2026	100-94-5512	Utility Services	29.98
DFT0017126	05/19/2026	1487-050426	05/04/2026	ELECTRIC SVCS: APR 2026	100-92-5512	Utility Services	8,732.69
DFT0017128	05/13/2026	9189-050126	05/01/2026	ELECTRIC SVCS: APR 2026	100-95-5510	Electricity	892.77
DFT0017132	05/13/2026	1255-050126	05/01/2026	ELECTRIC SVCS: APR 2026	100-92-5512	Utility Services	52.07
DFT0017134	05/13/2026	1222-050126	05/01/2026	ELECTRIC SVCS: APR 2026	500-40-5512	Utility Services	2,540.71
DFT0017137	05/13/2026	1820-043026	04/30/2026	ELECTRIC SVCS: APR 2026	100-47-5512	Utility Services	2,300.90
DFT0017139	05/13/2026	5614-050126	05/01/2026	ELECTRIC SVCS: APR 2026	100-92-5512	Utility Services	3,365.23
DFT0017141	05/13/2026	6288-050126	05/01/2026	ELECTRIC SVCS: APR 2026	100-95-5510	Electricity	29.85
DFT0017143	05/13/2026	4832-050126	05/01/2026	ELECTRIC SVCS: APR 2026	100-95-5512	Utility Services	46.98
						Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:	53,565.37
Vendor: 8578 - SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP							
APA000140	05/18/2026	9003044339	04/13/2026	OCCUPATIONAL HEALTH & SAFETY SVCS: 3.13 - 4.08.26	100-46-5425	Medical Services	1,807.00
						Vendor 8578 - SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP Total:	1,807.00
Vendor: 1658 - SPECTRUM BUSINESS CENTERS							
DFT0016944	05/19/2026	4301-050126	05/01/2026	PD DEDICATED ETHERNET: MAY 2026	100-75-5511	Telephone/Data	791.68
DFT0016945	05/19/2026	6501-050126	05/01/2026	CITY YARD ETHERNET: MAY 2026	500-40-5511	Telephone/Data	728.84
DFT0017072	05/19/2026	9201-050126	05/01/2026	CITY HALL FIBER INTERNET: MAY 2026	100-51-5511	Telephone/Internet	1,788.84
						Vendor 1658 - SPECTRUM BUSINESS CENTERS Total:	3,309.36
Vendor: 9869 - SPIESS CONSTRUCTION CO., INC							
105589	05/18/2026	05	05/01/2026	GUNDRY RESERVOIR COATING & ROOF PROJECT: APR 2026	500-21150	Retention Payable	-7,695.00

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
105589	05/18/2026	05	05/01/2026	GUNDRY RESERVOIR COATING & ROOF PROJECT: APR 2026	500-40-5840	Capital Outlay	153,900.00
Vendor 9869 - SPIESS CONSTRUCTION CO., INC Total:							146,205.00
Vendor: 10084 - SPOT LIGHTING SUPPLIES INC							
APA000141	05/18/2026	666934	04/30/2026	CITY HALL RENOVATION SUPPLIES	400-40-5896	Facilities Capital Improvement	27.63
Vendor 10084 - SPOT LIGHTING SUPPLIES INC Total:							27.63
Vendor: 1865 - STERICYCLE INC							
APA000142	05/18/2026	8013864349	03/27/2026	BIOHAZARD DISPOSAL	100-73-5740	General Supplies	140.40
Vendor 1865 - STERICYCLE INC Total:							140.40
Vendor: 0554 - SUSAN SAXE-CLIFFORD PH.D							
APA000143	05/18/2026	26-0423-9	04/23/2026	PSYCHOLOGICAL EVAL: CCW APPLICANT	100-74-5400	Contract Services - General	450.00
Vendor 0554 - SUSAN SAXE-CLIFFORD PH.D Total:							450.00
Vendor: 8695 - SWA GROUP INC							
APA000144	05/18/2026	208714	04/27/2026	PROFESSIONAL SVCS: STREET TREE PLANTING - MAR 2026	400-40-5894	Street Capital Improvements	3,630.00
Vendor 8695 - SWA GROUP INC Total:							3,630.00
Vendor: 10522 - TOMMY GRIFFIN							
121430	05/18/2026	04292026	04/29/2026	WARRANT REQUEST- DR#26S-00136	100-23000	Special Deposits	1,074.00
Vendor 10522 - TOMMY GRIFFIN Total:							1,074.00
Vendor: 1723 - TRAFFIC MANAGEMENT INC							
APA000145	05/18/2026	06-123147	04/23/2026	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	981.81
Vendor 1723 - TRAFFIC MANAGEMENT INC Total:							981.81
Vendor: 10512 - TRANSFORMATIONAL LIVING HOMES							
APA000146	05/18/2026	6195-01	11/06/2023	DEVELOPER DEPOSIT REFUND	100-23530	Deposits-Community Develo...	2,647.66
Vendor 10512 - TRANSFORMATIONAL LIVING HOMES Total:							2,647.66
Vendor: 5621 - TYLER TECHNOLOGIES							
APA000147	05/18/2026	CI100-00270020A	03/25/2026	SOFTWARE SYSTEMS FOR FINANCIALS/WATER UTILITIES	100-52-5570	Software Licensing & Support	12,135.05
APA000147	05/18/2026	CI100-00270020A	03/25/2026	SOFTWARE SYSTEMS FOR FINANCIALS/WATER UTILITIES	500-45-5570	Software Licensing & Support	4,045.02
APA000147	05/18/2026	CI100-00270020B	03/25/2026	ADDT'L MRI: HANDHELD METER-READER - FEB 2026	500-45-5570	Software Licensing & Support	482.25
Vendor 5621 - TYLER TECHNOLOGIES Total:							16,662.32
Vendor: 1088 - U.S. ARMOR CORPORATION							
105590	05/18/2026	52526	04/30/2026	UNIFORMS	100-72-5730	Uniforms	1,007.88
Vendor 1088 - U.S. ARMOR CORPORATION Total:							1,007.88

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 6826 - U.S. BANK - INVESTMENTS							
DFT0016730	05/22/2026	3199709	04/02/2026	LIBRARY LEASE REVENUE BOND 2018	100-51-5980	Interest Expense	86,121.31
Vendor 6826 - U.S. BANK - INVESTMENTS Total:							86,121.31
Vendor: 0801 - U.S. BANK - PARS							
105601	05/21/2026	INV0017890	05/21/2026	PARS Contributions	100-21514	Part-time Employee PARS Pa...	1,934.06
Vendor 0801 - U.S. BANK - PARS Total:							1,934.06
Vendor: 0122 - ULINE							
APA000148	05/18/2026	204700321	02/25/2026	SAFETY GLOVES	100-76-5740	General Supplies	530.58
Vendor 0122 - ULINE Total:							530.58
Vendor: 0497 - UNDERGROUND SERVICE ALERT							
APA000149	05/18/2026	25-263757	05/01/2026	CA STATE REGULATORY COSTS: MAY 2026	500-40-5400	Contract Services - General	54.59
APA000149	05/18/2026	420260709	05/01/2026	MONTHLY DATABASE MAINT: MAY 2026	500-40-5400	Contract Services - General	300.25
Vendor 0497 - UNDERGROUND SERVICE ALERT Total:							354.84
Vendor: 5452 - US TREASURY							
DFT0017147	05/21/2026	INV0017846	05/21/2026	Social Security	100-21510	FICA Taxes Payable	1,116.92
DFT0017148	05/21/2026	INV0017847	05/21/2026	Medicare	100-21511	Medicare Taxes Payable	261.22
DFT0017150	05/21/2026	INV0017849	05/21/2026	Federal Income Tax Withholding	100-21512	US Withholding Taxes Payable	586.88
DFT0017208	05/21/2026	INV0017918	05/21/2026	Social Security	100-21510	FICA Taxes Payable	34,992.00
DFT0017209	05/21/2026	INV0017919	05/21/2026	Medicare	100-21511	Medicare Taxes Payable	16,076.84
DFT0017211	05/21/2026	INV0017921	05/21/2026	Federal Income Tax Withholding	100-21512	US Withholding Taxes Payable	65,534.21
Vendor 5452 - US TREASURY Total:							118,568.07
Vendor: 9139 - V&V MANUFACTURING, INC							
APA000150	05/18/2026	64403-REVISED	04/14/2026	BADGE SVCS (4)	100-72-5730	Uniforms	739.55
Vendor 9139 - V&V MANUFACTURING, INC Total:							739.55
Vendor: 0172 - VERIZON INC							
DFT0017318	05/18/2026	8327-050126	05/01/2026	PHONE LINES: PD/COMM DEV - APR 2026	100-63-5511	Telephone/Data	40.01
DFT0017318	05/18/2026	8327-050126	05/01/2026	PHONE LINES: PD/COMM DEV - APR 2026	100-64-5511	Telephone/Data	39.99
DFT0017318	05/18/2026	8327-050126	05/01/2026	PHONE LINES: PD/COMM DEV - APR 2026	100-72-5511	Telephone	76.02
DFT0017318	05/18/2026	8327-050126	05/01/2026	PHONE LINES: PD/COMM DEV - APR 2026	100-73-5511	Telephone	956.26
DFT0017319	05/15/2026	59-02-042526	04/25/2026	PHONE LINES: 03.26 - 04.25.26	100-43-5511	Telephone/Data	38.35
DFT0017319	05/15/2026	59-02-042526	04/25/2026	PHONE LINES: 03.26 - 04.25.26	100-61-5511	Telephone/Data	20.02

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0017319	05/15/2026	59-02-042526	04/25/2026	PHONE LINES: 03.26 - 04.25.26	100-62-5511	Telephone/Data	58.37
DFT0017319	05/15/2026	59-02-042526	04/25/2026	PHONE LINES: 03.26 - 04.25.26	100-72-5511	Telephone	974.28
DFT0017319	05/15/2026	59-02-042526	04/25/2026	PHONE LINES: 03.26 - 04.25.26	100-73-5511	Telephone	115.05
DFT0017319	05/15/2026	59-02-042526	04/25/2026	PHONE LINES: 03.26 - 04.25.26	100-74-5511	Telephone	191.75
DFT0017319	05/15/2026	59-02-042526	04/25/2026	PHONE LINES: 03.26 - 04.25.26	100-77-5511	Telephone	76.70
DFT0017319	05/15/2026	59-02-042526	04/25/2026	PHONE LINES: 03.26 - 04.25.26	100-83-5511	Telephone	78.39
DFT0017319	05/15/2026	59-02-042526	04/25/2026	PHONE LINES: 03.26 - 04.25.26	500-40-5511	Telephone/Data	20.02
DFT0017320	05/15/2026	59-04-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-83-5511	Telephone	270.11
DFT0017320	05/15/2026	59-04-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-91-5511	Telephone	38.35
DFT0017320	05/15/2026	59-04-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	500-40-5511	Telephone/Data	76.70
DFT0017321	05/15/2026	59-03-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-91-5511	Telephone	153.40
DFT0017321	05/15/2026	59-03-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-92-5511	Telephone/Data	326.82
DFT0017321	05/15/2026	59-03-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-94-5511	Telephone/Data	76.70
DFT0017321	05/15/2026	59-03-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-95-5511	Telephone/Data	230.10
DFT0017321	05/15/2026	59-03-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	500-40-5511	Telephone/Data	288.47
DFT0017321	05/15/2026	59-03-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	601-40-5511	Telephone	38.35
DFT0017322	05/15/2026	59-07-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-63-5511	Telephone/Data	19.17
DFT0017322	05/15/2026	59-07-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-64-5511	Telephone/Data	19.18
DFT0017323	05/15/2026	59-01-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-41-5511	Telephone	76.70
DFT0017323	05/15/2026	59-01-042526	04/25/2026	PHONE LINES: 03.26 - 04.25-26	100-44-5511	Telephone	86.35
						Vendor 0172 - VERIZON INC Total:	4,385.61
Vendor: 8896 - VITAL RECORDS CONTROL							
105591	05/18/2026	6307440	04/30/2026	OFFSITE STORAGE SVCS: APR 2026	100-43-5420	Professional Services	211.19
						Vendor 8896 - VITAL RECORDS CONTROL Total:	211.19

Warrant Register						Payment Dates: 5/9/2026 - 5/22/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 5703 - VOYA 401A PLAN 664281							
DFT0017151	05/21/2026	INV0017851	05/21/2026	401A	100-21570	Deferred Compensation Ded...	1,445.11
DFT0017152	05/21/2026	INV0017852	05/21/2026	401A%	100-21570	Deferred Compensation Ded...	1,121.77
Vendor 5703 - VOYA 401A PLAN 664281 Total:							2,566.88
Vendor: 5704 - VOYA 457 PLAN 664280							
DFT0017153	05/21/2026	INV0017853	05/21/2026	457	100-21570	Deferred Compensation Ded...	1,587.81
DFT0017154	05/21/2026	INV0017854	05/21/2026	457	100-21570	Deferred Compensation Ded...	9,296.85
DFT0017155	05/21/2026	INV0017855	05/21/2026	457 Benefit	100-21570	Deferred Compensation Ded...	9,300.33
DFT0017156	05/21/2026	INV0017856	05/21/2026	457	100-21570	Deferred Compensation Ded...	500.00
DFT0017157	05/21/2026	INV0017857	05/21/2026	457 ROTH	100-21570	Deferred Compensation Ded...	1,647.31
DFT0017158	05/21/2026	INV0017858	05/21/2026	457 ROTH	100-21570	Deferred Compensation Ded...	163.47
Vendor 5704 - VOYA 457 PLAN 664280 Total:							22,495.77
Vendor: 1316 - WATER REPLENISHMENT DISTRICT							
105592	05/18/2026	03312026	03/31/2026	GROUNDWATER REPLENISHMENT: MAR 2026	500-40-5780	Water Supply Costs	2,174.66
Vendor 1316 - WATER REPLENISHMENT DISTRICT Total:							2,174.66
Vendor: 5161 - WECK LABORATORIES							
105593	05/18/2026	W6A1174	01/21/2026	WATER ANALYSIS	500-40-5400	Contract Services - General	124.00
105593	05/18/2026	W6E0213	05/05/2026	WATER ANALYSIS	500-40-5400	Contract Services - General	300.00
Vendor 5161 - WECK LABORATORIES Total:							424.00
Vendor: 0010 - WEST COAST ARBORISTS INC							
105594	05/18/2026	243155	04/15/2026	TREE TRIMMING: 04/01 - 04/15/26	100-95-5531	Arborist Services	1,537.50
105594	05/18/2026	243170	04/15/2026	TREE TRIMMING: 04/01- 04/15/26	100-95-5531	Arborist Services	959.40
Vendor 0010 - WEST COAST ARBORISTS INC Total:							2,496.90
Vendor: 9472 - Z3							
APA000151	05/18/2026	INV-11131	04/13/2026	FIRST AID & SAFETY EQUIPMENT	100-72-5740	General Supplies	125.00
Vendor 9472 - Z3 Total:							125.00
Vendor: 8846 - ZONES, LLC							
105595	05/18/2026	W11305860101	04/23/2026	CSP/NCE OFFICE 365: ADDT'L LICENSE	100-52-5725	Software	33.20
105595	05/18/2026	W11329650101	05/06/2026	IT SVCS - CSP/NCE OFFICE 365: ADDT'L USER	100-52-5725	Software	13.83
Vendor 8846 - ZONES, LLC Total:							47.03
Grand Total:							1,502,071.41

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	824,161.65
223 - Housing Authority Special Revenue Fund	5,000.00
260 - Lighting and Landscape	4,279.48
400 - Capital Improvement	442,932.75
500 - Water Operations Fund	175,651.50
601 - Vehicle and Equipment	50,046.03
Grand Total:	1,502,071.41

Account Summary

Account Number	Account Name	Payment Amount
100-13001	Accrued Accounts Recei...	993.93
100-16000	Inventory & Prepayments	15,534.01
100-21050	Accrued Liabilities Payab...	10.00
100-21510	FICA Taxes Payable	36,108.92
100-21511	Medicare Taxes Payable	16,338.06
100-21512	US Withholding Taxes Pa...	66,121.09
100-21513	State Withholding Taxes...	26,937.93
100-21514	Part-time Employee PAR...	1,934.06
100-21520	PERS - City Paid	93,982.22
100-21525	OPEB Employee Paid W/...	6,607.40
100-21531	Health Insurance Payable	128,494.30
100-21538	Flex Spending Payable	1,966.66
100-21550	POA Union Dues Deduct...	1,656.00
100-21555	SHEA Union Dues Deduct..	967.50
100-21570	Deferred Compensation...	25,062.65
100-23000	Special Deposits	1,074.00
100-23530	Deposits-Community De...	36,495.80
100-23550	Deposits-Community Ser...	248.00
100-34-4600	Administrative Fee (CD)	-1,185.46
100-34-4804	Community Services: Ex...	10.00
100-35-4723	Parking Citations - Police	28,333.60
100-41-5511	Telephone	76.70
100-43-5420	Professional Services	211.19
100-43-5511	Telephone/Data	38.35
100-44-5330	Meetings	174.59
100-44-5511	Telephone	86.35
100-45-5740	General Supplies	110.50
100-46-5400	Contract Services - Gene...	1,290.00
100-46-5425	Medical Services	1,807.00
100-46-5631	Software Purchases	3,106.80

Account Summary

Account Number	Account Name	Payment Amount
100-47-5400	Contract Services - Gene...	3,053.20
100-47-5512	Utility Services	2,330.52
100-47-5631	Software Purchases	2,451.84
100-51-5230	Retirement Contributions	-0.05
100-51-5270	Other Employee Benefits	7,831.00
100-51-5273	Health Benefits	102.35
100-51-5290	Retiree Medical Benefit	14,485.48
100-51-5400	Contract Services - Gene...	231.25
100-51-5511	Telephone/Internet	10,173.72
100-51-5710	Office Supplies	373.09
100-51-5720	Postage	1,541.99
100-51-5980	Interest Expense	86,121.31
100-52-5570	Software Licensing & Su...	12,135.05
100-52-5725	Software	47.03
100-61-5400	Contract Services - Gene...	410.00
100-61-5511	Telephone/Data	20.02
100-61-5740	General Supplies	369.52
100-62-5511	Telephone/Data	58.37
100-62-5740	General Supplies	125.00
100-63-5421	Plan Check Professional ...	1,556.82
100-63-5511	Telephone/Data	59.18
100-64-5511	Telephone/Data	59.17
100-64-5740	General Supplies	188.84
100-71-5330	Meetings	15.00
100-72-5320	Travel & Training	177.00
100-72-5400	Contract Services - Gene...	3,858.40
100-72-5511	Telephone	1,050.30
100-72-5730	Uniforms	2,322.19
100-72-5740	General Supplies	125.00
100-73-5511	Telephone	1,071.31
100-73-5740	General Supplies	140.40
100-74-5400	Contract Services - Gene...	2,450.00
100-74-5511	Telephone	1,424.17
100-74-5570	Software Licensing & Su...	24,000.00
100-74-5740	General Supplies	912.82
100-75-5511	Telephone/Data	791.68
100-75-5721	Special Department Supp..	366.40
100-75-5740	General Supplies	39.44
100-76-5320	Travel & Training	364.94
100-76-5740	General Supplies	530.58
100-77-5511	Telephone	76.70
100-83-5511	Telephone	348.50

Account Summary

Account Number	Account Name	Payment Amount
100-91-5511	Telephone	191.75
100-92-5400	Contract Services - Gene...	3,347.50
100-92-5511	Telephone/Data	326.82
100-92-5512	Utility Services	33,102.11
100-92-5521	Cleaning Services	43,042.00
100-92-5740	General Supplies	85.86
100-94-5400	Contract Services - Gene...	15,798.75
100-94-5511	Telephone/Data	76.70
100-94-5512	Utility Services	24,016.22
100-94-5730	Uniforms	28.12
100-94-5740	General Supplies	20.06
100-95-5510	Electricity	18,676.11
100-95-5511	Telephone/Data	230.10
100-95-5512	Utility Services	1,333.07
100-95-5531	Arborist Services	2,496.90
100-95-5721	Special Dept Supplies-Gr...	320.02
100-95-5730	Uniforms	89.62
100-95-5740	General Supplies	2,598.26
223-40-5400	Contract Services - Gene...	5,000.00
260-40-5512	Utility Services	1,573.48
260-40-5530	Lawn Care Services	2,706.00
400-21150	Retention Payable	-20,374.38
400-40-5894	Street Capital Improvem...	71,181.35
400-40-5896	Facilities Capital Improv...	392,125.78
500-21150	Retention Payable	-7,695.00
500-40-5400	Contract Services - Gene...	6,849.32
500-40-5423	Engineering Services	1,475.00
500-40-5511	Telephone/Data	5,675.47
500-40-5512	Utility Services	6,849.08
500-40-5560	Repair & Maintenance S...	1,361.00
500-40-5721	Special Department Supp..	354.21
500-40-5730	Uniforms	180.49
500-40-5780	Water Supply Costs	2,174.66
500-40-5840	Capital Outlay	153,900.00
500-45-5570	Software Licensing & Su...	4,527.27
601-40-5400	Contract Services - Gene...	1,100.00
601-40-5511	Telephone	38.35
601-40-5540	Vehicle Maintenance	2,498.41
601-40-5542	Vehicle Body Work Servi...	829.40
601-40-5730	Uniforms	7.89
601-40-5750	Gasoline, Oil, & Tires	3,450.73
601-40-5754	Fuel Purchases	387.42

Account Summary		
Account Number	Account Name	Payment Amount
601-40-5840	Capital Outlay	41,733.83
Grand Total:		1,502,071.41

Project Account Summary		
Project Account Key		Payment Amount
None		806,634.65
6169		5,176.10
6174		2,797.20
6195		2,647.66
6199		9,103.16
6204		2,902.00
6213		126.00
6220		3,055.14
6223		366.00
6229		6,373.00
6230		3,217.54
6238		366.00
6239		366.00
90.19004.CCMPR.119		143,311.78
90.19004.LBR.111		248,814.00
90.25011		41,733.83
90.25012.CIPG.240		71,181.35
95.23001		153,900.00
Grand Total:		1,502,071.41

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



UBPKT03190 - Refunds 5/1/26 UBPKT03186 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
102-02188-09		5/18/2026	121419	57.29			57.29	Generated From Billing
103-03275-06		5/18/2026	121420	40.00			40.00	Generated From Billing
104-04124-10		5/18/2026	121421	62.18			62.18	Generated From Billing
105-04061-01		5/18/2026	121422	39.56			39.56	Generated From Billing
106-01141-03		5/18/2026	121423	22.12			22.12	Generated From Billing
109-01864-03		5/18/2026	121424	5.13			5.13	Generated From Billing
Total Refunds: 6			Total Refunded Amount:	226.28				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS / REFUNDS	226.28
Revenue Total:	226.28

General Ledger Distribution

Posting Date: 05/18/2026

	Account Number	Account Name	Posting Amount	IFT
Fund:	500 - Water Operations Fund			
	500-10100	Cash - Combined Fund	-226.28	Yes
	500-13001	Customer Accounts Receivable	226.28	
	500 Total:		0.00	
Fund:	990 - Combined Cash Fund			
	990-10201	Wells Fargo - General Account	-226.28	
	990-24100	Due To Other Funds	226.28	Yes
	990 Total:		0.00	
	Distribution Total:		0.00	



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
Hill, California 90755-3799

6/9/2026

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

SUBJECT: APPROVAL OF MEETING MINUTES

Summary:

Regular Meeting of May 26, 2026 and Special Meeting of May 19, 2026

Strategic Plan Goal(s):

Goal No. 5. High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Approve the meeting minutes of the May 26, 2026, City Council Meeting and May 19, 2026 City Council Special Meeting



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, CA 90755-3799

MEETING MINUTES City Council Special Meeting May 19, 2026

A Special Meeting of the Signal Hill City Council was held in-person in Council Chamber on May 19, 2026.

(01) CALL TO ORDER 6:00 P.M.

(02) ROLL CALL

PRESENT: COUNCIL MEMBER COPELAND
COUNCIL MEMBER JONES
COUNCIL MEMBER WOODS
VICE MAYOR HONEYCUTT
MAYOR HANSEN
ABSENT: NONE

(03) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Hansen.

(04) PRESENTATIONS

a. MAYOR'S MINUTE

Mayor Hansen announced the Spring Mini Concert Series is back again this year with a few concerts scheduled for May with two additional concerts scheduled for May 29th and June 6th. In addition, she noted that all performances are free and open to the public and invited the community to enjoy an evening of live music in a beautiful outdoor setting.

Mayor Hansen recommended stopping by the Library Zinnia Courtyard from 6:00 to 7:00 p.m. this Friday, May 22, to commemorate Harvey Milk Day featuring Roni Yohanan.

She invited participation in the upcoming Diversity Coalition Breakfast recognizing Ron Settles Day of Remembrance on Tuesday, June 2. She stated that the doors will open at 10:00 A.M., and the program will begin at 10:30 A.M. Mayor Hansen indicated that space is limited, so please RSVP on the City website by Wednesday, May 20. She said that for more information contact Parks, Recreation & Library Services.

Mayor Hansen encouraged everyone to save the date and celebrate America's 250th Anniversary on Saturday, June 27, 2026. She remarked that the event will start with the Model T Hill Climb raced up Hill Street from 10:00 to 11:00 A.M and after that, family friendly activities will be held in Discovery Well Park from 11:00 to 3:00 p.m. She stated that event parking and shuttle service will be available at Browning High School, as there will be no parking at Discovery Well Park.

Mayor Hansen invited the community to enjoy the historical vehicles, including the Model T Hill Climb, along with live entertainment, historical car displays, family activities, and giveaways. She specified food and refreshments will be available for purchase.

b. INTRODUCTION OF NEW EMPLOYEE – ASSISTANT CITY CLERK JOY POST

City Manager Tomaino introduced new employee Assistant City Clerk Joy Post and highlighted her extensive background as a Deputy City Clerk supporting a wide range of duties and noted her comprehensive work experience in supporting local municipal administration. He indicated she is currently pursuing a master's degree in public administration from Cal State University Domingue Hills, and she has a bachelor's degree in liberal studies from Cal State University Northridge. He complimented her wonderful demeanor, work ethic and enthusiastically welcomed her to the City of Signal Hill.

Assistant City Clerk Post expressed her sincere pleasure in joining the City of Signal Hill and confirmed her achievement of ten years of local government experience and noted that in July of this year marks two years of experience in the city clerk world. She acknowledged that this journey has positioned her here in the beautiful city of Signal Hill. She mentioned that in her leisure time she likes to go for walks, find a relaxing pilates class or other relaxing related exercise. She also indicated she enjoys reading and learning new things and trying new foods. She revealed that she appreciates spending time laughing with her family. She stated that there is a time for everything, a time for work and a time for play and during her time here she plans to stay - nestled deep to serve the council, community and her colleagues; to embody the character of work life balance while ensuring all things clerk related are completed efficiently with care and precision and to continue to be a beacon of progress. She continued to express her heartfelt honor to be able to serve the council of City of Signal Hill.

(05) **BUDGET STUDY SESSION**

Staff presented the preliminary Budget for Fiscal Year 2026-27 (Year 1) and 2027-28 (Year 2) for the City Council's review and discussion. The Budget Study Session will include the following Presentations:

- a. Department Program Budgets
- b. Capital Improvement Program
- c. Decision Packages

The City Council asked questions and discussed the budget.

(06) **ADJOURNMENT**

It was moved by Council Member Woods and seconded by Council Mayor Hansen to adjourn tonight's meeting of the special meeting of City Council on Tuesday, May 19, 2026.

Mayor Hansen adjourned the meeting at 7:21 p.m.

Tina L. Hansen, Mayor

Attest:

Daritza Perez, City Clerk



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, CA 90755-3799

MEETING MINUTES
City Council Regular Meeting
May 26, 2026

A Regular Meeting of the Signal Hill City Council was held in-person in the Council Chamber on Tuesday, May 26, 2026.

(01) CALL TO ORDER – 7:00 P.M.

(02) ROLL CALL

PRESENT: COUNCIL MEMBER COPELAND
COUNCIL MEMBER JONES
COUNCIL MEMBER WOODS
VICE MAYOR HONEYCUTT
MAYOR HANSEN
ABSENT: NONE

(03) PLEDGE OF ALLEGIANCE

Mayor Hansen led the pledge of allegiance.

(04) PUBLIC BUSINESS FROM THE FLOOR ON ITEMS NOT LISTED ON THE AGENDA
(SPEAKERS WILL BE GIVEN THREE MINUTES FOR EACH DISTINCT ITEM)

There was no public business from the floor.

(05) PRESENTATIONS/PROCLAMATIONS

a. MAYOR'S MINUTE

Mayor Tina Hansen encouraged residents to envision a career where they could make a difference in their community by joining the Signal Hill Team. She expressed that the city is hiring passionate and dedicated individuals who would consider these great opportunities as a way to develop their career while serving the community. Mayor Hansen directed individuals to visit the City's website to view current job openings and apply.

Mayor Hansen highlighted the City's "Free Movies in the Park" program for summer activities and indicated the kickoff of the series begins on Monday, June 15th at Signal Hill Park featuring the SpongeBob movie "Search for SquarePants", rated PG. She invited the residents to bring their families and friends for a fun evening under the stars. In addition, she mentioned various event features such as bounce houses, crafts and free popcorn. Mayor Hansen announced the activities begin at 6:30 P.M., and the movie starts at dusk.

Mayor Hansen also advocated residents to subscribe to the City's monthly E-Newsletter. She noted the E-Newsletter provided the ability to stay connected with City events, resources and important news for Signal Hill residents. She urged individuals to visit the City's website to achieve a personal connection and receive the monthly E-Newsletter directly to their email.

b. PRESENTATION - CONSERVATION CORPS OF LONG BEACH

Conservation Corps of Long Beach Deputy Director and COO David Sall, along with Javier Valladares, Director of Construction Training and several representatives of the crew leader core members provided a slide overview presentation of the services the organization provides to the City and the programs offered to youth and young adults 18-26 years old that present a variety of environmental work experiences while also facilitating personal development opportunities.

c. BUILDING SAFETY MONTH PROCLAMATION

Mayor Hansen presented a proclamation to staff of Community Development Department in recognition of May as Building Safety Month. She acknowledged Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our local code officials who assure us of safe, efficient, and livable buildings. Carlos Luis, Planning Manager and Contract Building Official Paul Armstrong accepted the proclamation and attributed the diligence of building safety officials, inspectors and others in the construction industry that implement the highest-quality codes to protect residents which is achieved through the critical role of our local code officials who assure us of safe, efficient, and livable buildings.

(06) PUBLIC HEARINGS

a. PUBLIC HEARING - DEVELOPMENT IMPACT FEE STUDY

Mayor Hansen opened the Public Hearing and requested title of the notice and form of notice.

Assistant City Clerk Joy Post provided posting public hearing notice details.

Mayor Hansen opened the Public Hearing for comments from the floor.

There was no public comment from the floor.

It was moved by Council Member Wood, seconded by Council Member Copeland to open and continue the Public Hearing for the Citywide Impact Fee Nexus Study at the Regular City Council Meeting on Tuesday, June 9, 2026 at 7:00 p.m. at the City of Signal Hill Council Chamber.

The following vote resulted:

AYES:	MAYOR HANSEN
	VICE MAYOR HONEYCUTT
	COUNCIL MEMBER COPELAND
	COUNCIL MEMBER JONES
	COUNCIL MEMBER WOODS
NOES:	NONE
ABSENT:	NONE
ABSTAIN:	NONE

(07) CITY MANAGER REPORTS

- a. RESOLUTION ADOPTING POLICIES ON DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING MEETINGS AND PUBLIC OUTREACH IN ACCORDANCE WITH SENATE BILL 707

It was moved by Council Member Jones, seconded by Council Member Woods to approve the item.

The following vote resulted:

AYES:	MAYOR HANSEN
	VICE MAYOR HONEYCUTT
	COUNCIL MEMBER COPELAND
	COUNCIL MEMBER JONES
	COUNCIL MEMBER WOODS
NOES:	NONE
ABSENT:	NONE
ABSTAIN:	NONE

RESOLUTION NO. 2026-05-6935

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING POLICIES REGARDING THE DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING CITY COUNCIL MEETINGS AND PUBLIC PARTICIPATION AND OUTREACH POLICY

(08) CONSENT CALENDAR

It was moved by Council Member Jones, seconded by Vice Mayor Honeycutt to approve the Consent Calendar.

The following vote resulted:

AYES: MAYOR HANSEN
VICE MAYOR HONEYCUTT
COUNCIL MEMBER COPELAND
COUNCIL MEMBER JONES
COUNCIL MEMBER WOODS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

- a. RESOLUTIONS APPROVING THE ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2026-2027

RESOLUTION NO. 2026-05-6933 AND RESOLUTION NO. 2026-05-6934

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026-27 WITHIN AN EXISTING LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPING AND LIGHTING MAINTENANCE ACT OF 1972, APPOINTING THE ENGINEER OF WORK, AND ORDERING THE PREPARATION OF THE ENGINEER'S REPORT AND A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2026-27 AND APPROVING THE ENGINEER'S REPORT

- b. FINAL ACCEPTANCE OF THE CITYWIDE ROOF REPLACEMENT PROJECT (PROJECT NO. 90.25018)
Southland Roofing Incorporated Notice of Completion
- c. SCHEDULE OF INVESTMENTS AND MONTHLY TRANSACTION REPORT
Transaction Report 04-26 and Schedule of Investments 04-26
- d. APPROVAL OF MEETING MINUTES
City Council Meeting Minutes of the Regular Meeting of May 12, 2026

- e. WARRANT REGISTER DATED MAY 26, 2026
Warrant Register dated May 26, 2026 is a listing of all general disbursement recorded since the prior warrant register.

(9) COUNCIL AGENDA—NEW BUSINESS

COUNCIL MEMBER WOODS – Attended California Contract City Annual Conference

COUNCIL MEMBER JONES – Attended the Cottonwood Luncheon and announced Signal Hill's United States 250th Anniversary Celebration Event and Model T Hill Climb coming up on June 27th at Discovery Well Park 2200 Temple Avenue Signal Hill

COUNCIL MEMBER COPELAND - None

VICE MAYOR HONEYCUTT – Attended California Contract City Annual Conference

MAYOR HANSEN – Thanked the City Manager Tomaino and Deputy City Manager Aguilar for keeping Council informed regarding the Garden Grove incident. She also acknowledged Police Chief Kenneally and command staff participation. Mayor Hansen expressed concern about if Signal Hill should address and review hazardous tanks.

Community Development Planning Manager, Carlos Luis responded with an update that the city has active inspections of various hazardous locations.

(10) ADJOURNMENT

It was moved by Council Member Jones to adjourn tonight's meeting of the regular meeting of City Council on Tuesday, May 26, 2026.

Mayor Hansen adjourned the meeting at 7:34 p.m.

Tina L. Hansen, Mayor

Attest:

Daritza Perez, City Clerk