



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
May 12, 2026

Final

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, May 12, 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

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

PROPERTY: APPROXIMATELY 4.92 ACRE PRIVATELY OWNED PROPERTY
LOCATED AT 3201 WALNUT AVENUE IN SIGNAL HILL
APNS: 7148-015-009, 7148-015-010, 7148-015-011, 7148-015-012,
7148-015-013 AND 7148-015-014

AGENCY-DESIGNATED NEGOTIATORS: MAYOR AND CITY MANAGER
NEGOTIATING PARTIES: CITY OF SIGNAL HILL, 3201 WALNUT XC, LLC,
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. PROCLAMATION - PUBLIC WORKS WEEK
- c. PRESENTATION - NATIONAL POLICE WEEK

- d. LGBTQ+ PRIDE MONTH PROGRAM PRESENTATION

(11) **PUBLIC HEARINGS**

- a. PUBLIC HEARING - INTRODUCTION OF AN ORDINANCE GRANTING A PIPELINE FRANCHISE TO ZENITH ENERGY WEST COAST TERMINALS LIMITED LIABILITY COMPANY

Recommendation:

Introduce the following ordinance, 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

- b. PUBLIC HEARING - AB 2561 VACANCY RATE REPORTING

Recommendation:

Staff recommends that the City Council conduct a public hearing and receive and file the annual report.

(12) **CITY MANAGER REPORTS**

- a. PROPOSED UPDATES TO FEE WAIVER REQUEST FOR USE OF CITY FACILITIES POLICY

(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. WARRANT REGISTER DATED MAY 12, 2026

Recommendation:

Authorize payment of the Warrant Registers presented May 12, 2026.

- b. APPROVAL OF MEETING MINUTES - APRIL 28, 2026 CITY COUNCIL MEETING

Recommendation:

Approve the meeting minutes of the April 28, 2026 Regular City Council 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, May 26, 2026, 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

5/12/2026



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STAFF REPORT

5/12/2026

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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STAFF REPORT

5/12/2026

AGENDA ITEM

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

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: GABINO LUNA
ACTING PUBLIC WORKS DIRECTOR**

SUBJECT: PROCLAMATION - PUBLIC WORKS WEEK

Summary:

Mayor Hansen will present a proclamation to the Public Works Department in recognition of Public Works Week, May 17-23, 2026.



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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: PRESENTATION - NATIONAL POLICE WEEK

Summary:

Mayor Hansen will present a proclamation to the Signal Hill Police Department in recognition of National Police Week, May 10-16, 2026.



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STAFF REPORT

5/12/2026

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**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: BRAD KENNEALLY
CHIEF OF POLICE**

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Summary:

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STAFF REPORT

5/12/2026

AGENDA ITEM

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

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: YVETTE E. AGUILAR
DEPUTY CITY MANAGER/PARKS, RECREATION AND LIBRARY SERVICES
DIRECTOR**

SUBJECT: LGBTQ+ PRIDE MONTH PROGRAM PRESENTATION

Summary:

Staff will provide a presentation about scheduled programming to commemorate LGBTQ+ Pride Month.



STAFF REPORT

5/12/2026

AGENDA ITEM

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

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: GABINO LUNA
PUBLIC WORKS DIRECTOR**

SUBJECT: PUBLIC HEARING - INTRODUCTION OF AN ORDINANCE GRANTING A PIPELINE FRANCHISE TO ZENITH ENERGY WEST COAST TERMINALS LIMITED LIABILITY COMPANY

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) is requesting the renewal of an existing pipeline franchise to operate its facilities within the City's right-of-way. 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. Staff reviewed Zenith's emergency response plan, insurance coverage, and financial statements, and consulted with the City Attorney's Office. Staff recommends that the City Council adopt the proposed ordinance to extend the franchise with Zenith.

Form of Notice: The City published the Notice in the Signal Tribune newspaper on April 17, 2026, and posted the notice in accordance with Signal Hill Municipal Code Section 1.08.010 at City Hall on or before April 17, 2026.

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:

Introduce the following ordinance, 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 under Ordinance No. 2004-02-1326 (Attachment A). The franchise fee is calculated based on the total amount and size of the pipeline. The City updates the franchise fee annually based on inflation, and the Finance Department utilizes current fees evaluated against change in the Consumer Price Index (CPI) to prepare annual invoices (current fees are shown in Table A below). 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.

Table A: Proposed Active Lines for Zenith

Size (inches)	2024 Rate/Foot (CPI adjusted)	2024 Feet	2024 Fees	2025 Rate/Foot (CPI adjusted) *	2025 Feet	2025 Fees *
16	\$0.914	3,853	\$3,521.64	\$0.946	3,853	\$3,644.94
Total		3,853	\$3,521.64		3,853	\$3,644.94

* Rates are determined upon publication of CPI for September 2025 by the U.S. Bureau of Labor Statistics

Background:

Franchises are legal agreements wherein a local jurisdiction provides a utility with a right to serve customers within its boundaries. A common type of franchise agreement is one between a city and a telecommunications provider for internet and cable services. Franchise agreements define the service period, grant the franchise holder certain rights to install infrastructure, and establish fees payable to the local municipality in exchange for the franchise rights. Franchise agreements also establish expectations between the local municipality and the franchisee that regulate its operations, including ongoing and emergency maintenance. Signal Hill has underground pipelines that transport crude oil to various destinations, and these pipelines are maintained and operated by companies specializing in transmission services.

Analysis:

In 2004, the City Council adopted Ordinance No. 2004-02-1326 (Attachment A), granting a franchise to Pacific Terminals LLC (Pacific) to operate pipelines within the City's right-of-way. In 2009, Plains All American Pipeline, LP (PAAP) acquired Pacific and its pipeline system in Southern California and renamed Pacific to Plains West Coast Terminals LLC (PWCT). In 2019, the City engaged with PWCT in a franchise renewal process, but due to staff changes on both ends, the renewal was never completed. In 2020, Zenith Energy US, LP, acquired PWCT and its pipeline system from PAAP and renamed PWCT to Zenith Energy West Coast Terminals LLC. In 2025, Zenith reconnected with the City about renewing the now-expired franchise originally owned by Pacific.

On April 14, 2026, the City Council adopted a Resolution declaring its intent to grant a franchise to Zenith and set a public hearing for May 12, 2026. The linear pipeline covered under the current franchise is 3,853 feet of 16" pipeline, all of which is classified as "active" pipeline. According to the pipeline map, the proposed franchise does not change the total pipeline footage or classifications. For the City Council's reference, staff has attached maps depicting the location of the pipelines as an exhibit to the proposed Ordinance (Attachment B). Staff reviewed the following documents in developing the proposed ordinance:

- a. Emergency Response Plan that addresses how the franchise holder will respond in case of oil leak or unanticipated maintenance issue.
- b. A complete inventory of the facilities, including descriptions and maps, showing pipeline location and depth (when available), the size (internal diameter) and lineal footage of each pipeline segment.
- c. A certificate provided under penalty of perjury that the franchise holder has complied with all requirements of Part 195 (Transportation of Hazardous Liquids by Pipeline) of Title 49 of the United States Code of Federal Regulations.
- d. Insurance coverage demonstrating the franchise holder carries sufficient liability insurance to cover the cost of injury, death, and property damage or destruction.
- e. Signing authority and incorporation documents verifying the franchise holder operates a legitimate business.

Next Steps:

Upon introduction of the Ordinance (Attachment B), the City Clerk's office would cause to be posted a summary of the Ordinance pursuant to Signal Hill Municipal Code Section at City Hall on or before May 15, 2026. A summary of the Ordinance would also be published in the Signal Hill Tribune newspaper per applicable government codes on May 15, 2026. Subject to City Council adoption of the Ordinance, the City Clerk would schedule the Second Reading of the proposed Ordinance for the May 26, 2026, City Council meeting. The Ordinance would become effective 30-days after the Second Reading.

Reviewed for Fiscal Impact:

5/12/2026

Siamlu Cox

Attachments:

- A. Pacific Franchise Ordinance No. 2004-02-1326
- B. Proposed Zenith Franchise Ordinance
- C. Exhibit A - Zenith Map of Pipelines
- D. Exhibit B - Schedule of Charges

ORDINANCE NO. 2004-02-1326

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, GRANTING TO PACIFIC TERMINALS LLC THE RIGHT, PRIVILEGE, AND FRANCHISE 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 SAID CITY

WHEREAS, Pacific Terminals LLC, a Delaware Limited Liability Corporation, has filed an application with the City of Signal Hill, California, for a franchise to lay and use pipes and appurtenances for the transmission and distribution of oil and petroleum products; and

WHEREAS, pursuant to Resolution No. 2004-01-5356, the City Council of the City of Signal Hill, at its regular meeting held on January 13, 2004, declared and published notice of its intent to grant said franchise on the terms contained herein; and

WHEREAS, Pacific 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, at its regular meeting held on February 24, 2004, after holding a duly noticed public hearing and hearing and passing upon all protests, the City Council determined that the public interest and necessity justify the granting of the franchise.

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 Pacific Terminals LLC, a Delaware Limited Partnership.

(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 "pipes 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

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 pipes and appurtenances for communications cable and the transmission and distribution of oil for any and all lawful purposes, under and in the street included in the "Description of Pipeline Routes, Dimensions and, when available, 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.

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 January 1, 2005, or the effective date of this ordinance, whichever is sooner, 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 line 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 line 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 line 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 1989 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 1989, 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 1989. Upon this point the determination by the City Council shall be final and conclusive.

3) The Finance Department Director or designee 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 and maintain all pipes and appurtenances in a good and workmanlike manner and of good materials and in conformity with all the 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 pipes 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 ordinance subject to the changes, amendments and modifications as hereafter may be adopted in accordance with 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 pipes 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 develop and maintain an emergency response plan satisfactory to the Engineer that 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 pipes, appurtenances, and cathodic protection under this franchise. The Grantee may obtain an excavation permit by filing a set of excavation plans with the Engineer that 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 pipes, sewers, conduits, improvements, and other facilities including but not limited to gas, oil and gas product gathering, distribution and transmission pipes 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 pipes 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 pipes 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 pipes 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 City Fire and Public Works Departments 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) Annual Certification - Hazardous Liquid Pipelines. Prior to the first working day in January of each year, the Grantee 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 Marshall
- 3) City of Signal Hill

Grantee shall also file 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 pipes 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 pipes, 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 pipes 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 pipes 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 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, revocation, or termination of this franchise, or the discontinuance of use of the pipes and appurtenances or any portion thereof, as determined in Section 4, 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 pipes 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 pipes 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 pipes 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, 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, 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, or abandonment. Grantee shall be solely responsible for complying with all laws, regulations, and other orders as may be applicable such repair, relocation, or abandonment, whether federal, state, local, or administrative. City's approval of such repair, relocation, 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 pipes and appurtenances. Grantee

acknowledges that the City is in no way responsible for conducting or accomplishing any such repair, relocation 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, or abandonment requirements, in connection with any such repair, relocation, 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 amount of Two Million Dollars (\$2,000,000.00). 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.

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 principal amount of any bonds specified in this franchise may be increased by the City 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.

SECTION 9. IDENTIFICATION AND INVENTORY OF FACILITIES

(a) Identification of Facilities. All valves and gates, whether boxed or exposed, poles and pipes which are exposed on structures installed or maintained in City property shall bear a distinguishing mark, either by stenciling in the case of pipes, 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 that 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, neither this franchise, the interest of Grantee hereunder, nor the pipelines and appurtenances covered hereby may be sold, transferred, leased, hypothecated, encumbered, assigned, or disposed, in whole or in part, either by forced or involuntary transfer, or by voluntary transfer, merger, consolidation, or otherwise (herein collectively referred to as "transfer"), without first obtaining the approval and 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 cost 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 an 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 Five Hundred Dollars (\$500.00) 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 which 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 insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, 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
Fax No. (562) 989-7393

To Grantee
Pacific Terminals LLC
Cliff MacNiven, Rights of Way and Claims
5900 Cherry Avenue
Long Beach, CA 90805
Telephone No. (562) 728-2885
Fax No. (562) 728-2866

(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.

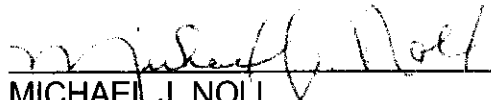
(j) Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this franchise shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect 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

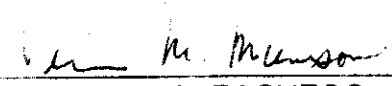
(a) Publication. The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise including, but not limited to, the costs of advertising for bids and publication of this ordinance 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.

PASSED, APPROVED, AND ADOPTED this 9th day of March 2004.


MICHAEL J. NOLL
MAYOR

ATTEST


KATHLEEN L. PACHECO
CITY CLERK
Deputy

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

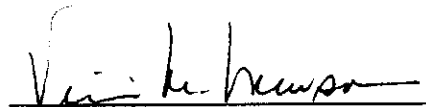
I, KATHLEEN L. PACHECO, City Clerk of the City of Signal Hill, do hereby certify that the foregoing Ordinance No. 2004-02-1326, was duly introduced at a regular meeting, on the 24th of February 2004, and adopted by the City Council of the City of Signal Hill, California, at a regular meeting held on the 9th day of March 2004, and was adopted by the following roll call vote:

AYES: Mayor Michael J. Noll, Vice Mayor Ellen Ward,
Council Members Tina L. Hansen & Edward H.J. Wilson

NOES: None

ABSENT: Council Member Larry Forester

ABSTAIN: None


KATHLEEN L. PACHECO
CITY CLERK
Deputy

ORDINANCE NO. 2026-05-XXXX

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 26th day of May 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-XXXX 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 26th day of May 2026, by the following vote:

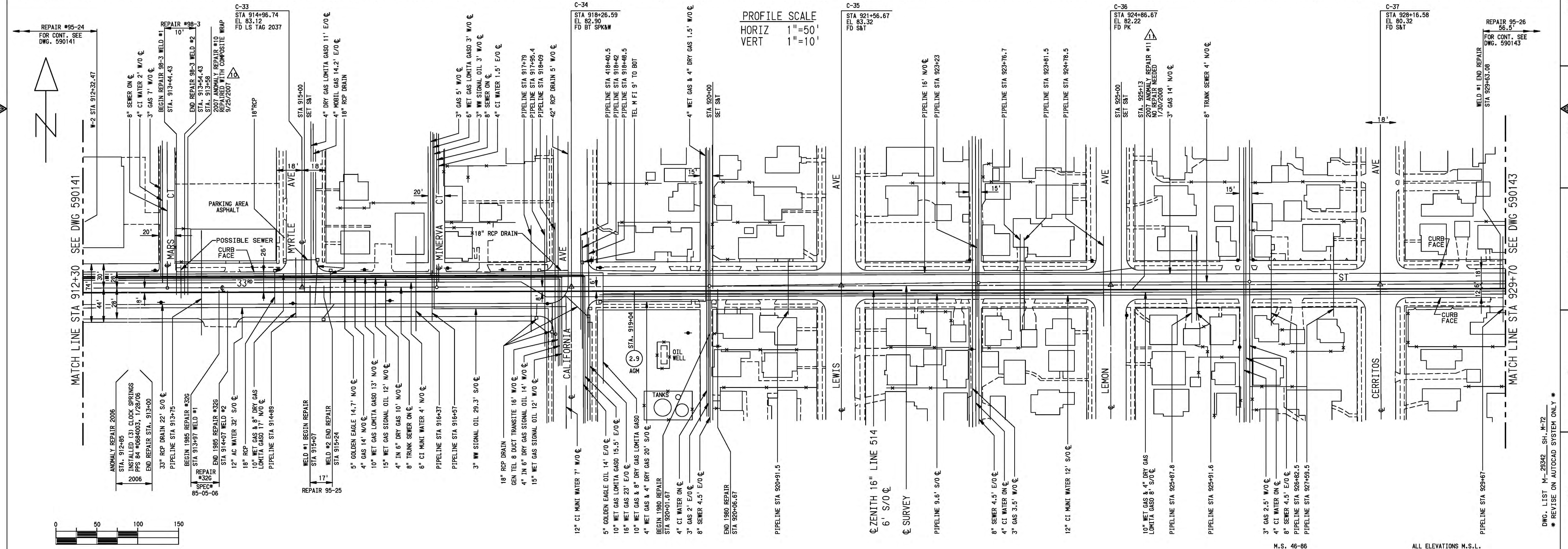
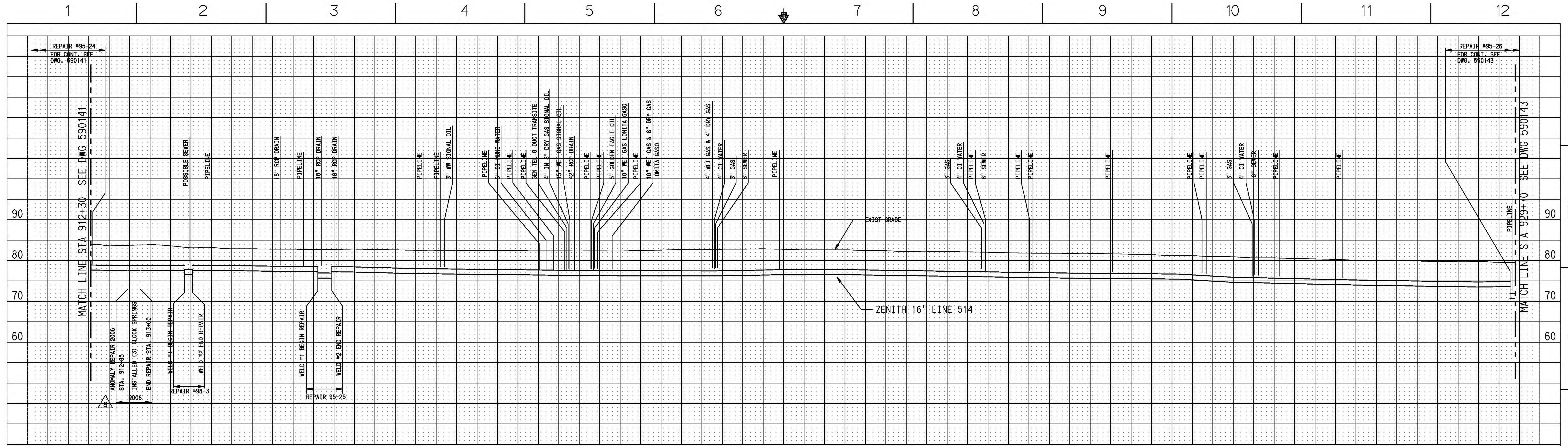
AYES:

NOES:

ABSENT:

ABSTAIN:

DARITZA PEREZ
CITY CLERK



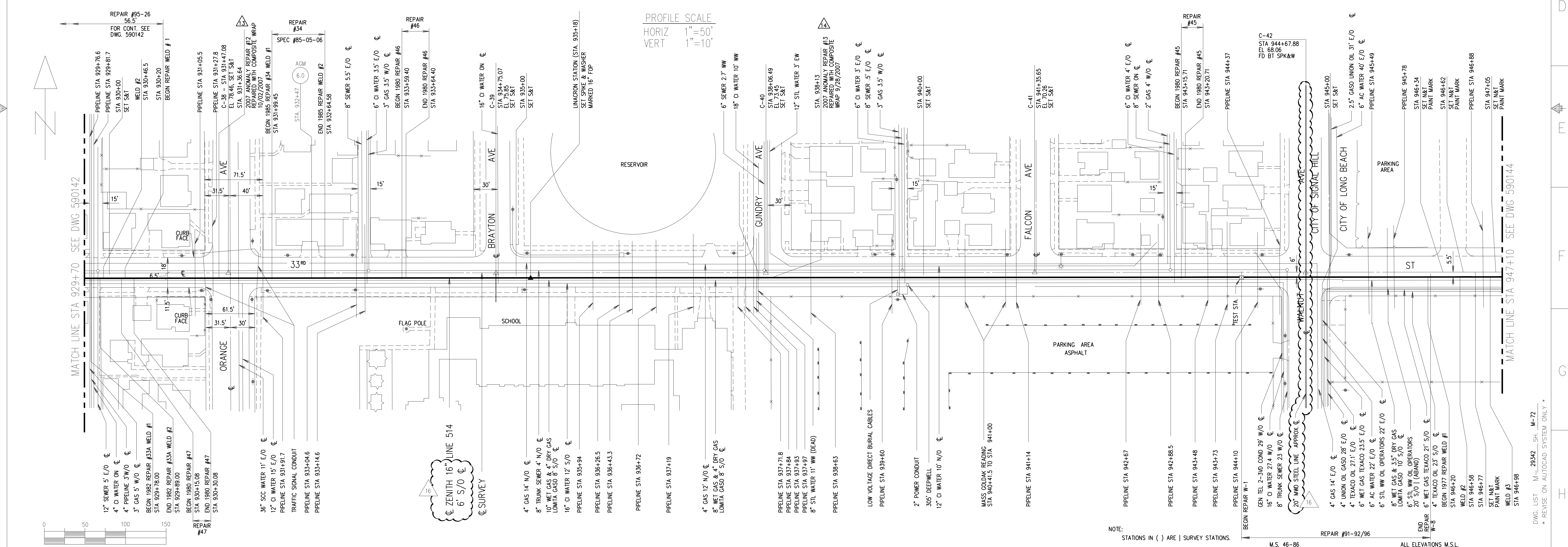
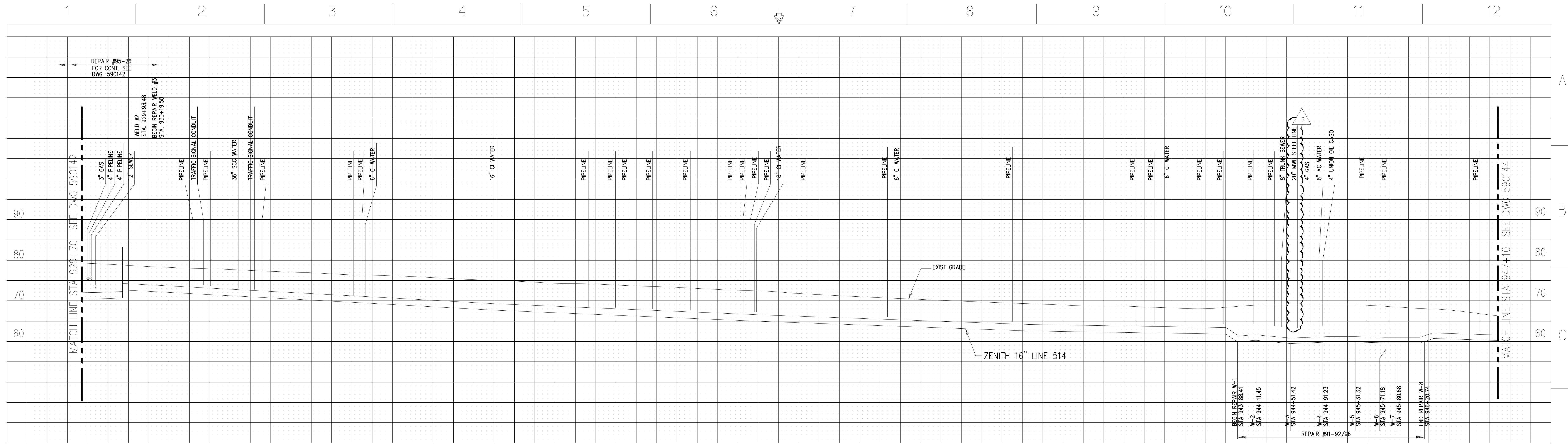
NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.	NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.	
10	2007 ANOMLY REPAIR #10, PAALP #0884014	03-17-08																				
9	ADDED AGM #2.9 AT STA. 919+04	04-23-07																				
8	ADDED 2006 ANOMLY REPAIR	03-03-06																				
7	ADDED REPAIRS 98-3	12-28-98																				
6	ADDED REPAIRS 95-25 & 26 -F.B.10331, PG. 17 & 18	11-18-96																				
5	ADDED REPAIR #95-24																					

FIELD BOOK	PAGE
8352	7A, 8-A, 32-A, 33-A, 34-A, 11-A
10331	16
10331	17 & 18
10428	5 & 6, 38 & 39

NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.
12	MISCELLANEOUS CHANGES	09-21-21								
11	2007 ANOMLY REPAIR #11, PAALP #0884018	04-01-08								

NO.	REVISIONS	DATE	P.E.	QAE	SUPV	APPROVED	ENGR	CK'D	MADE	I.D.
1745										

LOCATION:	FUEL OIL SYSTEM-LONG BEACH
16" LINE 514 STA 912+30 TO STA 929+70 LAKEWOOD TO PIPEBRIDGE VALVE BOX	
SHEET NO.	M
SCALE:	1" = 50'
OF	SHTS.



FIELD BOOK	PAGE	FIELD BOOK	PAGE	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.			
10331	18	10303	20,21												13	2007 ANOMALY REPAIR #12, PAALP #0884015	03/17/08											
		8352	8-A,11-A,16-A,34-A TO 37-A,58-A,59-A												12	ADDED AGM #6.0 AT STA. 932+47	04/23/07											
		8971	11-13		16	REVISED TEXT, ADDED PIPELINE									11	ADDED REPAIR #95-26 - F.B. 10331 PG. 18	11/20/96											
		8991	52		15	MISCELLANEOUS CHANGES								10	INCORPORATED LINACRON STATION													
		10035	94		14	2007 ANOMALY REPAIR #13, PAALP #0884019	04/01/08								9	ADDED REPAIR #91-92/96												
															8	REDRAWN & GENERAL REVISIONS	12/8/86		SS	TRS	MP	MTK						

590143-16

EXHIBIT B
SCHEDULE OF CHARGES

<u>Pipe Size (Internal Diameter)</u>	<u>Rate Per Lineal Foot (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.



STAFF REPORT

5/12/2026

AGENDA ITEM

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

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: YVETTE E. AGUILAR
DEPUTY CITY MANAGER**

**PATRICIA AHUMADA
HUMAN RESOURCES MANAGER**

SUBJECT: PUBLIC HEARING - AB 2561 VACANCY RATE REPORTING

Summary:

On September 22, 2024, Governor Newsom signed Assembly Bill 2561 (AB 2561) into law to amend the Meyers-Millias-Brown Act (MMBA). AB 2561 added California Government Code Section 3502.3 (GC 3502.3), which mandates that public agencies hold at least one public hearing each fiscal year before the adoption of their budgets to report on vacancy levels, recruitment, and retention efforts, and allow for participation by recognized bargaining units.

In accordance with AB 2561, the City shall hold a public hearing each fiscal year to present information on vacancies, recruitment, and retention efforts. Staff presents this report in compliance with the transparency requirements related to staffing vacancies. The purpose is to ensure transparency, accountability, and responsiveness to community needs regarding the City's staffing and employment practices.

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:

Staff recommends that the City Council conduct a public hearing and receive and file the annual report.

Fiscal Impact:

There is no fiscal impact associated with the recommended action under Government Code section 3205.3. However, addressing recruitment and retention strategies may involve future budget and bargaining considerations, which will be presented to the City Council as necessary.

Background:

On September 22, 2024, Governor Newsom signed AB 2561 into law to amend the MMBA. AB 2561 added California Government Code Section 3502.3 (GC 3502.3), which mandates that public agencies, including the City, hold at least one public hearing each fiscal year before the adoption of their budgets to report on vacancy levels, recruitment, and retention efforts, and allow for participation by recognized bargaining units. AB 2561 is intended to address the issue of job vacancies in local government, which may adversely affect the delivery of public services and employee relations.

During these public meetings, employee bargaining units are entitled to present their perspectives on the report. If the vacancy rate in a bargaining unit is at or exceeds 20%, the bargaining unit may request additional information from the City, including the number of vacancies, applicant numbers for vacant positions, hiring timelines, and efforts to improve compensation, benefits, and working conditions. The City uses a lookback period of May 1-April 30 of each year to determine vacancy reports. As of April 30, 2026, the City is below the 20% threshold for all bargaining units.

The City recognizes two bargaining units which include the Signal Hill Employees Association (SHEA) and the Signal Hill Police Officers Association (SHPOA). The City notified both units about the Public Hearing on April 30, 2026, and invited them to participate in accordance with AB 2561. Both units indicated a desire to speak as part of the Public Hearing.

Analysis:

As of April 30, 2026, the City has 113 full-time budgeted positions and a vacancy rate of approximately 16.8% citywide. Within represented groups, the vacancy rate is 17.2% for SHEA and 15.6% for SHPOA, both which are below the 20% threshold that requires additional reporting requirements. These vacancies reflect typical workforce movement, including retirements, promotions, resignations, and other separations. Overall, staff would note that given the relatively small size of the organization, even a limited number of position changes can produce noticeable fluctuations in percentage-based metrics. The percentages discussed above translate to an absolute value of 19 total vacancies citywide as of April 30, 2026.

Table 1: Vacancies per Unit (as of April 30, 2026)

Employee Unit	# of Vacancies	# of Budgeted FTEs	% of Vacancies	% Change from 2025
Signal Hill Management Personnel	4	23	17.4%	+4.9%
Signal Hill Employees Association	10	58	17.2%	+0.3%
Signal Hill Police Officers Association	5	32	15.6%	-6.3%
FULL-TIME CITYWIDE VACANCIES	19	113	16.8%	-0.6%

Recruitment Efforts:

The Human Resources Division (HR) continues to implement a proactive and results-driven approach to recruitment and onboarding. Between May 1, 2025, and April 30, 2026, the City successfully hired 18 full-time employees, including 8 Police Officers and 2 Dispatcher/Jailers, reflecting sustained efforts to address critical staffing needs. During this same period, HR conducted 47 recruitments, demonstrating a high level of activity and responsiveness to departmental vacancies.

Between May 1, 2025, and April 30, 2026, the overall citywide vacancy rate decreased by 0.6%, while SHPOA vacancy demonstrated a more significant reduction of 6.3% from the last lookback period. This notable improvement underscores the effectiveness of targeted recruitment strategies and the strong collaboration between the Human Resources Division and the Police Department.

While AB 2561 requires annual reporting on workforce vacancies and recruitment and retention efforts, the City consistently prioritized these initiatives prior to the regulatory compliance requirement. The City recognizes that successful recruitment requires identifying and attracting qualified candidates who align with organizational goals, in addition to filling the vacancies. Equally, retention efforts are essential to maintaining a stable, engaged, and high-performing workforce. Together, these strategies are critical to organizational success, particularly in today's highly competitive public sector labor market.

Consistent with statewide trends, recruitment and retention remain especially challenging for public safety positions. Police Officer recruitment is impacted by natural attrition, as well as the significant time and financial investment required to train qualified candidates. Completion of a Police Academy typically requires six months, followed by an additional six months of field training before an officer is fully deployable. In contrast, lateral hires can be onboarded more efficiently, typically within six months, and deployed after only a few weeks of field training. To optimize the impact and immediate support to the police workforce, the City has strategically emphasized lateral recruitment while maintaining a robust entry-level process.

The City has implemented several targeted initiatives, including:

- Launch of an enhanced Police recruitment strategy featuring a revised examination plan and streamlined process utilizing the Frontline National Testing Network (NTN).
- Establishment of a Police Lateral Recruitment Incentive Program to attract experienced

candidates.

- Targeted outreach for Police Officer vacancies, including focused engagement with military veterans and underrepresented demographics through social media platforms.
- Strategic social media campaigns promoting the benefits of employment with the City.
- Expanded use of industry-specific and targeted online job advertising.
- Active participation in job fairs, educational institution outreach, and community-based recruitment events.
- Continued utilization of NeoGov, LinkedIn, and other digital platforms to broaden applicant reach.
- Updates to job descriptions to ensure alignment with current industry standards and maintain competitiveness.

In 2024 and 2025, the City proactively implemented several additional strategic initiatives. While those initiatives are still in effect and ongoing, the aforementioned list is in addition to, not in lieu of, that effort. Collectively, these efforts demonstrate the City's ongoing commitment to innovative recruitment practices and workforce stability, positioning the organization to effectively compete for talent and meet both current and future staffing needs.

Retention Efforts:

Employee retention also remains a central focus of the City's workforce strategy. Recognizing that retention is critical to maintaining institutional knowledge and service continuity, the City has implemented a range of targeted initiatives designed to enhance employee satisfaction and competitiveness in the labor market:

- Open lines of communication with bargaining unit representatives.
- Organizational assessments of departments and implementation of changes to improve attraction and retention including classification plan amendments for the following positions:

Water Utility Worker, Water Systems Supervisor, Code Enforcement Officer and Senior Building Inspector.

- Longevity Pay for Police Officers, Dispatcher/Jailers and SHEA employees.
- Enhancement of the City's benefits package to remain competitive, including comprehensive health coverage and retirement planning resources.
- Expansion of the Tuition Reimbursement Program to encourage continuous learning and professional development.
- Ongoing efforts by the Employee Engagement Committee include monthly events and wellness initiatives that strengthen workplace culture.
- Ongoing Employee Recognition Programs including Employee of the Year/Quarter; Years of Service; Public Service Recognition Week; and other professional recognition weeks associated with specific industries.
- Strategic use of social media to highlight and recognize employee contributions, particularly for roles with limited public visibility.
- Continued investment in training and development opportunities through the California Joint Powers Insurance Authority (CJPIA), Liebert Cassidy Whitmore (LCW), and other industry-specific professional organizations.
- Maintenance of positive and proactive labor relations with SHEA and the POA, including regular engagement outside of formal negotiation cycles to address workplace issues collaboratively.

As part of the City's workforce planning and in alignment with AB 2561, the City continues to assess internal practices and workforce conditions to identify and address recruitment and retention efforts. This ongoing self-assessment helps the City to become an employer of choice, supports organizational resilience, and ensures effective delivery of public services.

Conclusion:

The City is committed to maintaining a skilled and resilient workforce and complying with the requirements of AB 2561. After the Public Hearing process, staff recommends that the City Council receive and file the annual update. The City will continue to monitor staffing trends, address recruitment challenges, and invest in staff development and employee engagement and wellness.

Reviewed for Fiscal Impact:

Siamlu Cox

Attachment:

5/12/2026

A. AB 2561

Assembly Bill No. 2561**CHAPTER 409**

An act to add Section 3502.3 to the Government Code, relating to public employment.

[Approved by Governor September 22, 2024. Filed with Secretary of State
September 22, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2561, McKinnor. Local public employees: vacant positions.

Existing law, the Meyers-Milias-Brown Act (act), authorizes local public employees, as defined, to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of labor relations. The act requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations and to consider fully presentations that are made by the employee organization on behalf of its members before arriving at a determination of policy or course of action.

This bill would, as specified, require a public agency to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year, and would entitle the recognized employee organization to present at the hearing. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the bill would require the public agency, upon request of the recognized employee organization, to include specified information during the public hearing. By imposing new duties on local public agencies, the bill would impose a state-mandated local program. The bill would also include related legislative findings.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement shall be made pursuant to these statutory provisions for costs mandated by the state pursuant to this act, but would recognize that a local agency or school district may pursue any available remedies to seek reimbursement for these costs.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares as follows:

- (a) Job vacancies in local government are a widespread and significant problem for the public sector affecting occupations across wage levels and educational requirements.
- (b) High job vacancies impact public service delivery and the workers who are forced to handle heavier workloads, with understaffing leading to burnout and increased turnover that further exacerbate staffing challenges.
- (c) There is a statewide interest in ensuring that public agency operations are appropriately staffed and that high vacancy rates do not undermine public employee labor relations.

SEC. 2. Section 3502.3 is added to the Government Code, to read:

3502.3. (a) (1) A public agency shall present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board at least once per fiscal year.

(2) If the governing board will be adopting an annual or multiyear budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget.

(3) During the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

(b) The recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing at which the public agency presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

(c) If the number of job vacancies within a single bargaining unit meets or exceeds 20 percent of the total number of authorized full-time positions, the public agency shall, upon request of the recognized employee organization, include all of the following information during the public hearing:

(1) The total number of job vacancies within the bargaining unit.

(2) The total number of applicants for vacant positions within the bargaining unit.

(3) The average number of days to complete the hiring process from when a position is posted.

(4) Opportunities to improve compensation and other working conditions.

(d) This section shall not prevent the governing board from holding additional public hearings about vacancies.

(e) The provisions of this section are severable. If any provision of this section or its application is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(f) For purposes of this section, “recognized employee organization” has the same meaning as defined in subdivision (a) of Section 3501.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 3502.3 to the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

It is in the public interest, and it furthers the purposes of paragraph (7) of subdivision (b) of Section (3) of Article I of the California Constitution, to ensure that information concerning public agency employment is available to the public.

SEC. 4. No reimbursement shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code for costs mandated by the state pursuant to this act. It is recognized, however, that a local agency or school district may pursue any remedies to obtain reimbursement available to it under Part 7 (commencing with Section 17500) and any other law.



STAFF REPORT

5/12/2026

AGENDA ITEM

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

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: ALISON DOBAY
PARKS, RECREATION, AND LIBRARY SERVICES MANAGER**

**ALYSSA CHRISTENSON
MANAGEMENT ASSISTANT**

SUBJECT: PROPOSED UPDATES TO FEE WAIVER REQUESTS FOR USE OF CITY FACILITIES POLICY

Summary:

The City regularly reviews Parks, Recreation and Library Services Department policies to align with current practices and standards, remove obsolete or redundant language, and integrate best practices compliant with the law. The Parks and Recreation Commission (Commission) reviews fee waiver requests for the use of facilities and the total fees waived on a monthly basis. Last fall, the Commission requested to review the existing City of Signal Hill Parks, Recreation and Library Services Department Policy 4.16 - Fee Waiver Request for Use of City Facilities Policy (Policy) after receiving several requests that did not meet the existing criteria for a fee waiver. Staff prepared recommendations for an updated Policy, and in February 2026 the Commission reviewed proposed updates and provided additional feedback for the City Council's consideration. The proposed draft Policy updates criteria for fee waiver eligibility, establishes new categories that would enable organizations to request a fee reduction, and defines procedures to submit a request.

Strategic Plan Goal(s):

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

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 requests the City Council review and approve the draft City of Signal Hill Parks, Recreation, and Library Services Department Policy 4.16 - Request for Modified Fee or Fee Waiver Request for Use of City Facilities (Policy) for immediate implementation.

Fiscal Impact:

There is no fiscal impact associated with the recommendation. However, staff anticipates that there may be additional revenue from organizations that request a modified (discounted) fee as opposed to a full fee waiver, which had not previously been an option.

Background:

The Parks, Recreation, and Library Services Department has an existing set of standard management policies and procedures that provide a systematic approach to conduct business. Staff is in process of reviewing and updating the policies, including policies specifically related to Facility Use Permits and Rentals. The City last reviewed the current Fee Waiver Request for Use of City Facilities Policy 4.16 in 2017 (Attachment A). Last fall, the Commission requested to review the existing Policy and requested staff propose updates for further consideration and subsequent discussion by the City Council.

Since 2020, staff collaborated with organizations that provide a variety of benefits to the community, particularly during challenging times resulting from the Covid-19 pandemic. Some of these new partnerships include organizations that do not meet the exact requirements of the City's adopted Policy. With the increased request for fee waivers, staff identified the need to better define the types of organizations seeking fee waivers and provide a clear process that benefits the City as well as the organizations seeking fee waivers. Additionally, a revised policy would provide direction when developing guidelines and procedures associated with the new Signal Hill Amphitheater.

There is one agreement referenced in the 2017 iteration of the Policy that is no longer applicable related to the Lions Club, and another established process via City Council minute order that addresses Signal Hill Homeowners Associations (Attachment B). The agreement identified in the 2017 Policy references the waiving of rental fees for the Signal Hill Lions Club. However, the Signal Hill Lions Club has not been active for more than 10 years. The City Council minute order from July 8, 2003, establishes that staff waive rental fees for Signal Hill Homeowners Associations (HOA) to hold meetings at a City facility. Each Signal Hill HOA is eligible to hold two meetings per year at no cost to the association. Further, the minute action indicated the Commission would review the protocol after implementation for recommendations in the future.

The Parks and Recreation Commission initially requested a review of the existing Policy to consider modifications that would better align with current practices and better meet the evolving trends of partnership groups. In February 2026, the Commission subsequently reviewed the proposed updates. The Commission provided additional feedback for consideration including the addition of broader organization categories allowing these to be considered for fee waivers or reduced fees; establishing eligibility criteria for organizations; and types of fees applicable for a waiver.

Analysis:

With the development of new partnerships with community organizations outside the City, and as recommended by the Parks and Recreation Commission, staff proposed updates to the Policy to better reflect current operational needs and current collaborative partnerships (Attachment C). Staff reviewed the Policy and recommended updated criteria for organizations to request a fee reduction, updated organization categories and definitions, types of fees eligible for a reduced fee or fee waiver, and the procedures to submit a request. Moreover, the current Policy does not include categorical definitions for organizations and stipulates four criteria that are limited in nature. Additionally, there is not a clear process for applicants to submit a facility fee waiver request. Per the current policy, applicants must meet all the criteria listed below to be eligible for consideration.

1. The applicant must be a Signal Hill Resident;
2. The organization must have nonprofit status with the Internal Revenue Service;
3. The organization’s primary focus must be on serving the residents of Signal Hill; and,
4. Signal Hill residents must comprise at least 51% of the organization’s voting board.

Facility use and reservations were limited several years before 2022 due to the COVID-19 pandemic; thus, staff evaluated the available information for a four-year period between 2022 and 2025. Between 2022-2025, only 4 of 13 organizations met all criteria to be considered for a facility fee waiver under the Policy requirements. The City, under the auspices of the Commission and City Council, provided fee waiver exceptions for certain the organizations, including those not based in Signal Hill, because of the community benefits their partnerships provided to the City. For reference, the following groups requested fee waivers between 2022-2025:

Signal Hill Community Foundation
Friends of the Signal Hill Library
Signal Hill Historical Society
Long Beach Mineral & Gem Society
Springs of Hope Grief Center
Signal Hill Chamber of Commerce
Assemblymember Josh Lowenthal’s Office
Alvarado Elementary School
Long Beach Unified School District Cross Country
Long Beach Non-Profit - Sustainable Health
Bixby Ridge Homeowners Association
Raymond Heights Homeowners Association
Promontory West Bluff Homeowners Association

Although the City approved these waiver exceptions and the organizations provided valuable benefits to the community, processing non-standard fee waiver requests requires additional coordinating by personnel in the department. To continue to provide residents with the benefit of these partnerships, the language in the Policy would need to include clarifying language to eligibility requirements, allow

for non-Signal Hill organizations to qualify for a reduced fee, and identify various group types that may not necessarily meet the four existing criteria.

Staff reviewed the financial impact of facility and staff fees that have been waived, as well as facility rental revenue between 2022-2025.

Facility and Staff Fee Revenue

	2022	2023	2024	2025
Facility Rentals Charges	\$31,645	\$52,118	\$35,277	\$37,269
Waived Fees	(\$14,510)	(\$32,408)	(\$18,024)	(\$21,132)
Actual Facility Revenue	\$17,135	\$19,710	\$17,253	\$16,137
Total Actual Facility Revenue for 2022-2025				\$70,235

Upon historical review of fee waivers and the annual revenue generated by facility reservation fees, staff determined the City waived more than 50% of the total facility reservation revenue over a four-year period.

Staff conducted extensive research and consulted with the City Attorney’s Office to ensure the proposed updates and considerations for the City’s fee waiver policy do not violate any legal principles. Implementing a modified fee or fee waiver policy requires adherence to state and federal law. Specifically, the City must be aware and ensure the following legal issues are accounted for and complied with:

1. Cross-Subsidy

The lost revenue from the fee waiver/reduction must be funded with non-fee payer revenue (i.e., unrestricted funds such as the City’s general fund). The City is prohibited from creating a cross-subsidy whereby some applicants pay more than their proportionate cost of the requested service to offset the lost revenue from the waived/reduced fees of other applicants.

2. Gift of Public Funds Doctrine

Any time a public agency provides a waiver/reduction in its established fees, there is a risk of violating the gift of public funds doctrine. In short, public agencies are prohibited from providing public funds to private individuals. An exception to this prohibition is if doing so provides a public purpose. Therefore, the City needs to be able to articulate and justify the public purpose behind its fee waiver/reduction policy.

3. Equal Protection

The policy must ensure fee waivers/reductions are applied equally and consistently across all applicants. This means all similarly situated applicants receive the same consideration for their application to waive/reduce fees. This may come into play particularly when deciding whether to fully waive versus only reduce fees for certain applicants.

Staff performed a comparative analysis of neighboring cities, as well as additional cities throughout California, regarding fee waiver policies and reduced fee rates. Staff analyzed fee waiver policies and fee rates for Long Beach, Lakewood, Hawaiian Gardens, Los Alamitos, and Lynwood. While some cities had no written policies or specific procedures relating to facility fee waivers, other cities did have robust written policies and outlined procedures.

The analysis focused on the following areas:

- Criteria for Fee Waivers
- Organization Categories and Organization Definitions
- Type of Fees
- Consideration of Fee Reductions

In July 2003, City Council approved HOA groups to hold two meetings per year at no cost to the association via minute order. After analyzing other cities policies, staff included HOA groups as an organization category, and this update is reflected in the proposed draft Policy.

Criteria for Fee Waivers

Many cities identify a set of qualifying criteria and non-qualifying criteria for fee waivers and/or reductions; staff has listed these criteria under the following sections:

Criteria Eligible for Fee Waivers or Fee Reduction:

- The group is considered to be in good standing with the City, which includes but is not limited to, having no outstanding fees, or debts overdue with the City and documented history of compliance with previous City Facility use policies and procedures.
- The event or program is consistent with the City's mission, values and objectives.
- There are no detrimental impacts on the existing facilities or City activities.
- There is a benefit to the Signal Hill residents.
- The program or event is non-discriminatory and non-political nature.
- Primary mission of organization is philanthropic and/or service-driven for the benefit of the community.
- The event or program is open to the public at no charge.

Criteria Not Eligible for Fee Waivers or Fee Reductions:

- Political activities and supporting or endorsing any candidate for office, ballot measure, or other political measure.
- Commercial events.
- Corporate events.
- Private family or social gatherings.
- Trainings that charge for participation.
- Events that provide no community benefit.
- Projects or organizations that have failed to fulfill their obligations during previous events or activities for which facility permit fees were waived or reduced.

- Profit will be made from the event by the permitting organization or by any other private individual or business.
- Commercial or for-profit individual, group or organization.
- Event, program or activity that, as determined by the City, substantially strains available City resources, such as but not limited to staffing, materials, equipment, and services.
- Program, event, or meeting that references drug-use, drug paraphernalia, gambling, sex, adult oriented business, explicit language, or material.

Organization Categories and Organization Definitions

After reviewing general organization categories from 12 different cities, staff identified the following list of organization categories and definitions that could be relevant to Signal Hill and local community groups.

- Official City Partner/City Affiliated Organization
 - An official affiliate is an organization or individual that has a formal agreement or MOU with the City.
- Intergovernmental Groups/Government Agencies
 - Applicants are governmental entities (city, county, state, federal or special district); and,
 - The use of the facility is related to the performance of the agency's governmental duties; and,
 - The program or event provides a benefit to Signal Hill residents.
- Resident Non-Profit
 - Organization resides within City or at least 51% of the organization's voting board is made up of city residents; and,
 - Demonstrate official documentation or Non-Profit Status.
- Non-Resident, Non-Profit
 - Organization resides outside of City; and,
 - Demonstrate official documentation or Non-Profit Status; and,
 - Program or event is open to the entire public at no charge; and,
 - Program or event provides a valuable benefit to Signal Hill residents.
- Schools and School Groups
 - Public Long Beach Unified Schools, private schools in the City of Signal Hill or Long Beach or home schools in the City of Signal Hill serving students K-12; and,
 - Any school-based clubs, boosters, social or sports groups that support students that live in Signal Hill; and,
 - School Groups must provide a letter from their school identifying the group as an official group, as well as insurance coverage from the school
- Civic Organizations/Groups
 - A group or organization that seeks to improve the community and promote social

welfare; and,

- Verification of status as a mission-based organization

Possible examples of civic organizations/groups are:

- Local Community Service Clubs
- Social Service Groups
- Membership/Recreation Groups
- Community Group without official Non-Profit Status

- Homeowners Association/Neighborhood Associations
 - Entity resides within the City or is comprised of at least 51% of city residents; and,
 - Verification of status as an official neighborhood or homeowner association

Types of Fees

Based on the types of fees that different cities choose to waive when it comes to the rental of city facilities, staff recommend the following:

- Eligible Fees for Waiver or Reduction
 - Facility Use/Reservation Fees
 - Staffing Fees (Per City Council Approval)
 - Jumpers and Bouncer Permit
- Fees Not Eligible for Waiver or Reduction
 - Application Fees
 - Refundable Damage Deposit
 - Light Usage Fees
 - Cleaning Fee
 - Change Fees
 - Security Costs
 - Maintenance Costs
 - Liquor License
 - Food/Health Permits
 - Business License Fees
 - Insurance/Indemnification Fees

Consideration of Fee Reductions

In February 2026, the Commission recommended offering a reduced fee waiver option, rather than only having the option for groups to request a 100 percent fee waiver. A reduced fee waiver would ensure the City is able to recover a portion of the costs associated with facility use, while still allowing groups that may not be based in Signal Hill or meet the limited criteria to provide services and public benefits to residents. This balanced approach supports community partnerships without compromising the responsible stewardship of public funds.

Conclusion

The updated policy provides a clear path forward for both applicants and staff. In addition, a more defined framework with a more comprehensive range of organization categories and criteria creates an opportunity for broader, more diverse service offerings and would better accommodate community groups that have historically applied as well as new organizations seeking to apply for fee waivers in the future.

Staff is presenting the final draft of the Request for Modified Fee or Fee Waiver Request for Use of City Facilities Policy to the City Council for review and approval. If approved, staff would continue to work with City's consultant, ClearSource, to include reduced and modified fees on the City's Master Fee Schedule that the Finance Department would present alongside the upcoming budget in June.

Approved:

Reviewed for Fiscal Impact:

Siamlu Cox

Attachment(s):

- A. Redlined Version Policy 4.16 Fee Waiver Request for Use of City Facilities
- B. City Council Meeting Minutes 07-08-2003
- C. Final Draft Policy 4.16 Request for Modified Fee or Fee Waiver Request for Use of City Facilities

S **DEPARTMENT:**

I. PURPOSE

To establish parameters for reducing or waiving fees associated with the temporary use of City of Signal Hill ("City") facilities.

II. ~~Community Services~~ **DEFINITIONS**

~~To set forth in writing the City's position in regards to the waiver of fees for the Community Center, Spud Field, Signal Hill Park Amphitheater, Basketball Courts, Library Meeting Room, Picnic Shelters, and Hilltop Grass Area.~~

The following definitions apply for purposes of this Policy:

- A. Department: Shall refer to the City's Parks, Recreation and Library Services Department.
- B. Facility or Facilities: Land or a building or room owned, leased, or operated by the City of Signal Hill.
- C. Schedule of Fees and Charges: Shall refer to the City's annually adopted master schedule of fees.
- D. Staffing Fees: Shall refer to costs associated with set-up, tear down and facility monitoring by staff prior to, during and/or after rental of the Facility.

III. ~~II.~~ **GENERAL POLICY**

The City recognizes the value of working with and supporting organizations, programs and groups to provide services and resources that benefit the Signal Hill community, that the City would otherwise provide or is unable to provide. In an effort to provide support for these organizations, the City may reduce or waive Facility use fees for eligible groups that meet the eligible criteria established in this Policy.

~~A. Fees for the temporary use of city facilities~~ City Facilities are established annually by ordinance of the City Council. ~~The Community Services Director has been given the authority to waive or reduce deposits, but cannot waive facility fees or staff fees. Waiver of these fees can only be done by~~ and set forth in a Schedule of Fees and Charges. Requests for a reduction or wavier of Facility fees is subject to the review and approval the Parks and Recreation Commission ~~and the~~ ("Commission"). Staffing Fees can only be reduced or waived upon City Council ~~respectively~~ approval.

A. Eligibility Criteria for Fee Waiver or Fee Reduction:

- The group is considered in good standing with the City, which includes but is not limited to, having no outstanding fees, or debts overdue with the City and documented history of compliance with previous City

Facility use policies and procedures.

- The event or program is consistent with the City's mission, values and objectives.
- There are no detrimental impacts on the existing facilities or City activities.
- There is a public benefit to Signal Hill residents.
- Program or event is non-discriminatory and non-political nature.
- Primary mission of organization is philanthropic and/or service-driven for the benefit of the community.
- Event or program is open to the public at no charge.

B. Not Eligible for Fee Waiver or Fee Reduction:

- Political activities and supporting or endorsing any candidate for office, ballot measure, or other political measure.
 - Commercial events.
- ~~In order to request a waiver the applicant must:~~
- Corporate events.
 - ~~1. Submit an application for Use of City Facilities and attach a letter for waiver of fees.~~
 - Private family or social gatherings.
 - Trainings that charge for participation.
 - Events that provide no community benefit.
 - Projects or organizations that have failed to fulfill their obligations during previous events or activities for which facility permit fees were waived or reduced.
 - Profit will be made from the event by the permitting organization or by any other private individual or business.
 - Commercial or for-profit individual, group or organization.
 - Event, program or activity that, as determined by the City, substantially strains available City resources, such as but not limited to: staffing, materials, equipment, and services.
 - Program, event, or meeting that references drug-use, drug paraphernalia, gambling, sex, adult oriented business, explicit language, or material.

C. Eligible Organizations:

The categories of eligible organizations, programs, or groups are as follows:

1. Official City Partner/City Affiliated Organization

a. An official affiliate is an organization or individual that has a formal agreement or Memorandum of Understanding with the City.

2. Intergovernmental Groups/Government Agencies

a. A governmental entity (city, county, state, federal or special district);

b. The use of the Facility is related to the performance of the agency's governmental duties; and

c. The program or event provides a public benefit to City residents.

3. Resident Non-Profit

~~2. Prove that the general requirements stated in this policy have been met.~~

a. Organization resides within City or at least 51% of the organization's voting board is made up of City residents; and

b. Submits documentation demonstrating either of the foregoing.

4. Non-Resident, Non-Profit

~~To be considered for a waiver the Applicant must meet all of the following criteria:~~

a. Organization resides outside of City or is a non-profit;

b. Submits documentation demonstrating the foregoing or its non-profit status; and

c. Program or event is open to the entire public at no charge; and

d. ~~a. The Applicant Must Be a~~ Program or event provides a valuable benefit to Signal Hill Resident. Proof of residency must be furnished to City staff residents.

5. Schools and School Groups

a. Public schools located within the Long Beach Unified School District, private schools located within the City, or City of Long Beach, or home schools located in the City serving students K-12; and

b. Any school-based clubs, boosters, social or sports groups

that support students that live in the City. School groups must provide a letter from their school identifying the group as an official group, as well as insurance coverage from the school.

6. Civic Organizations/Groups

a. A group or organizations that seeks to improve the community and promote social welfare.

b. Possible examples of civic organizations/groups include, but are not limited to:

i. Local Community Service Clubs

ii. Social Service Groups

~~b. The individual or Organization Must Have Nonprofit Status with the Internal Revenue Service. Proof of nonprofit status by the I.R.S. must be furnished to City staff.~~

iii. Membership/Recreation Groups

~~c. The organization's primary focus must be on serving the residents of Signal Hill. Proof of such service by way of programs, services or activities offered to the community must be provided.~~

iv. Community Group without official Non-Profit Status

7. Homeowners Association/Neighborhood Associations

a. ~~d. The organization's voting board must be~~ Entity resides within the City or is comprised of at least 51% ~~Signal Hill~~ of City residents.

~~It is advisable that the applicant appears at the meeting when the waiver is requested to respond to any questions of the City Council or Parks and Recreation Commission.~~

D. Types of Fees

The following list defines established fees that can and cannot be waived.

1. Eligible Fees for Waiver or Reduction

- Facility use/reservation fees
- Staffing Fees (Per City Council approval)
- Jumpers and bouncer permit fee

2. Fees Not Eligible for Waiver or Reduction

- Facility use application fees
- Refundable damage deposit
- Light usage fees
- Cleaning fee

~~B. Non-profits not based in Signal Hill will be prohibited from conducting any fundraising activities in any City Park or facility including raffles.~~

- Change fees

~~C. Musical events will be prohibited after dusk and will also be prohibited during the months of June, July and August.~~

~~D. Events numbering more than 25 people will be prohibited at Hilltop Park, with the exception of the wedding space, which will permit up to 75 people for up to 3 hours.~~

~~E. Any events which may significantly impact noise, traffic or public use of the park, deemed so by the Director of Community Services, must be approved by the City Council at least sixty days prior to the event.~~

- Security costs
- Maintenance costs
- Liquor license
- Food/health permits fees
- Business license fees
- Insurance/indemnification fees

IV. ~~III.~~ REQUEST FOR FACILITY FEE REDUCTION OR WAIVER

A. Process for Requesting Facility Fee Waiver or Reduction

~~1. The City Council has given the Parks and Recreation Commission authority to waive facility~~ reviews requests for the reduction or waiver of Facilities fees. In order to request a waiver, ~~the~~ or reduction, an applicant must:

1. ~~A. Submit an application for Use of City Facilities.~~ applicable Facility Use Application;
2. Submit a Fee Waiver/Reduction Request Form;
3. Submit a Letter of Intent;
4. Pay the application fee (non-refundable) and damage deposit (refundable) at least sixty (60) calendar days before the event date in order to hold the date. Requests can be made up to six (6) months in advance.; and
5. Submit organizational documents demonstrating the group's eligibility for a fee/waiver reduction based on the criteria set forth in Section III(C) above.

After all required payments and documents have been received by the Department, the date will be held for the group. The request shall be reviewed by the Commission at one of its upcoming two regularly scheduled Commission meetings. It is advisable that the applicant appear at such meeting to respond to questions from the Commission.

The applicant will be notified in writing of the Commission's decision within seventy-two (72) hours after the decision is rendered.

B. ~~Attach a letter for waiver of fees.~~ Process for Requesting Staff Fee Waiver or Reduction

The waiver or reduction of Staff Fees is only be available upon City Council approval. In order to request a waiver or reduction, an applicant must follow the same process for requesting a Facility fee waiver or reduction set forth in Section IV(A) above, and include the request in the letter of intent.

After all required payments and documents have been received by the Department, the date will be held for the group. The request shall be reviewed by the City Council at one of its upcoming two regularly scheduled City Council meetings. It is advisable that the applicant appear at such meeting to respond to questions from the City Council.

The applicant will be notified in writing of City Council's decision within seventy-two (72) hours after the decision is referred.

~~C. Prove that the general use requirements stated in this policy have been met.~~

~~2. Request must be received a minimum of one week prior to the next scheduled Parks and Recreation Commission meeting.~~

~~IV. STAFF FEE WAIVER~~

~~1. In the event staff is required to supervise the City facility, City Council shall review the application for waiver of staff fees and shall make the final determination on the waiver of fees.~~

~~2. Request must be received a minimum of one week prior to the next scheduled City Council Meeting.~~

V. DEPOSITS

No refundable damage deposit shall be waived for any individual or organization ~~without written documentation from the Director of Community Services.~~

VI. GENERAL USE REQUIREMENTS

- A. All established rules and regulations, policies and procedures contained in the Facility Use Policy (4.9) shall apply to ~~fee exempt~~ groups with reduced or waived fees.
- B. The frequency of use at each ~~facility~~ Facility shall not exceed a total of once per ~~week by fee exempt groups~~ month for any group as stated in the Facility Use Policy (4.9).
- ~~C. Approved Waiver of Fees shall not imply a monopoly of the facility or an automatic renewal of waiver.~~
- C. Groups approved for fee reductions or waivers shall not receive an automatic renewal of waiver, nor shall the approval of fee reductions or waivers imply a monopoly of the Facility.
- D. City sponsored programs have priority for ~~facility use.~~ ~~Any reservation may be cancelled by the City.~~ Facility use.
- E. Any reservation may be cancelled by the City. In the event of such cancellation, notice shall be given as far in advance of the scheduled usage as possible, and a full refund shall be made.

VII. SPECIAL AGREEMENTS APPEAL

Community Center:

All decisions of the Commission may be appealed to the City Council for review within ten (10) calendar days from the date of the City's notification of such decision to applicant. If the City Council finds that the Commission's interpretation of the provisions of this Policy for an appealed request are not consistent with the Policy and/or its intent or are not in the best interest of the community, the City Council may overturn the decision of the Commission. The City Council's decision shall be final.

~~Signal Hill Lions Club rental fees will be waived twice a (calendar) year for their annual fundraising events in view of their help in the construction of the facility. Staff fees still apply.~~

~~The LBUSD may use the facility without rental fees based on the most current joint use agreement. Staff fees will apply.~~

~~Signal Hill Home Owner Associations' (HOA) and/or their Management Company's rental fees, will be waived twice a calendar year, for their HOA meetings. Staff fees still apply and a refundable cash deposit must remain. (City Council action, July 8, 2003)~~

~~There are no additional existing agreements for the waiver of fees.~~

VIII. EXCEPTIONS

~~There shall be no exceptions to this policy unless authorized by the Community~~

~~Services Director.~~

**A REGULAR MEETING
SIGNAL HILL CITY COUNCIL**

July 8, 2003
6:00 p.m.

A Regular Meeting of the Signal Hill City Council was held in the Council Chambers of City Hall on July 8, 2003.

CALL TO ORDER

Mayor Noll called the meeting to order for the City Council at 6:05 p.m.

ROLL CALL

PRESENT: MAYOR NOLL
VICE MAYOR WARD
COUNCIL MEMBER FORESTER
COUNCIL MEMBER WILSON

ABSENT: COUNCIL MEMBER HANSEN

COUNCIL RECESSES TO EXECUTIVE (CLOSED) SESSION AT 6:05 P.M.

The City Manager indicated the following items were to be discussed under Executive (Closed) Session.

- (1) Pursuant to Government Code Section 54956.9(b), pertaining to existing litigation regarding Cities of Arcadia, et al v. United States Environmental Protection Agency et al., Case No. C-02-5244-SBA.
- (2) Pursuant to Government Code Section 54956.9(a), to confer with legal counsel regarding pending litigation regarding the Monte Carlo Nightclub.
- (3) Pursuant to Government Code Section 54956.9(a), to confer with legal counsel regarding existing litigation pertaining to the following cases:
 - Shell Chemical Co., et al. v. County of Los Angeles, et al. – Case No. 00-1917 MRP (MANx)
 - Phillips Petroleum Co. et al. v. County of Los Angeles, et al. – Case No. 00-1938 MRP (MANx)
 - California Department of Toxic Substances Control et al. v. Commercial Realty Projects, Inc. Case No. 95-8773 MRP (MANx)
- (4) Pursuant to Government Code Section 54956.8 to enable the City Council to consider real property negotiations with Hilltop LLC and to give direction to its

negotiator regarding property known as Lots 6, 7 & 8, Block "M" of the Signal Hill Track. The City's real property negotiator will seek direction from the City regarding site prices, terms and conditions.

It was moved and seconded to recess to Executive (Closed) Session at 6:05 p.m.

The following vote resulted:

AYES: MAYOR NOLL
 VICE MAYOR WARD
 COUNCIL MEMBER FORESTER
 COUNCIL MEMBER WILSON

NOES: NONE

ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

The City Manager indicated any action taken during Executive (Closed) Session would be reported on during the regular portion of the meeting.

COUNCIL RECONVENES

Mayor Noll called the meeting back to order at 7:10 p.m.

PLEDGE OF ALLEGIANCE

Mayor Noll led the audience in the Pledge of Allegiance.

CLOSED SESSION REPORT

The City Attorney reported on discussion undertaken during Executive (Closed) Session. No action was taken.

PUBLIC BUSINESS FROM THE FLOOR

Denise Damrow, Signal Hill, announced the Concerts in the Park beginning July 9th in Signal Hill Park; Shakespeare by the Sea performing "Twelfth Night" at The Green on July 31st; Thursdays on The Green, a weekly Farmers' Market; and a Blood Drive on July 31st at the library.

Royce Rodeman, Signal Hill, spoke about rent control.

PRESSENTATION(S)

MAYOR NOLL INTRODUCES RECENTLY HIRED RECREATION SPECIALIST PATRICIA QUAYE

Mayor Noll introduced recently hired Recreation Specialist Patricia Quaye.

MAYOR NOLL PRESENTS A PROCLAMATION RECOGNIZING JULY AS PARKS AND RECREATION MONTH

Mayor Noll presented a proclamation to Denise Damrow, Parks and Recreation Commissioner recognizing July as Parks and Recreation Month.

PUBLIC HEARING(S)

COUNCIL ACCEPTS TESTIMONY AND CLOSSES PUBLIC HEARING, REGARDING CONDITIONAL USE PERMIT 03-02, A REQUEST TO CONVERT SPECIAL BUSINESS PERMIT 00-01 TO A CONDITIONAL USE PERMIT TO OPERATE A BAR AND RESTAURANT WITH DANCING AND ENTERTAINMENT AT 1922 CHERRY AVENUE AND AN OFF-SITE PARKING LOT AT 2030 19TH STREET IN THE CR, COMMERCIAL RESIDENTIAL, ZONING DISTRICT, TO JULY 22, 2003

The City Clerk read the form of notice.

The Director of Community Development presented the staff report.

Mayor Noll opened the public hearing at 7:39 p.m. He invited anyone wishing to speak on this matter to come forward.

Richard C. Brizendine, attorney for Monte Carlo, Long Beach, spoke in favor of the Conditional Use Permit. Requested a continuance to discuss dismissal of pending lawsuit and to review the Conditions of Approval.

Daniel Camacho, Signal Hill, stated his concerns regarding the 18 and over nights.

Daniel Camacho, Sr., Signal Hill, reiterated what his son stated regarding the 18 and over nights.

There being no further testimony, Mayor Noll closed the public hearing at 7:46 p.m.

It was moved by Council Member Wilson, and seconded by Vice Mayor Ward to close the public hearing and continue the consideration of the Conditional Use Permit until the next Council meeting of July 22, 2003.

The following vote resulted:

AYES: MAYOR NOLL
VICE MAYOR WARD
COUNCIL MEMBER FORESTER
COUNCIL MEMBER WILSON

NOES: NONE

ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

COUNCIL ADOPTS RESOLUTION NO. 2003-07-5320, APPROVING NEGATIVE DECLARATION NO. 5/13/03(1), RELATIVE TO AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ESTABLISHING RULES AND REGULATIONS FOR ADULT ORIENTED BUSINESSES AND DECLARING THE URGENCY THEREOF; AND ADOPTS URGENCY ORDINANCE NO. 2003-07-1320; ESTABLISHING RULES AND REGULATIONS FOR ADULT ORIENTED BUSINESS AND DECLARING THE URGENCY THEREOF

The City Clerk read the form of notice.

The Director of Community Development presented the staff report.

Mayor Noll opened the public hearing at 7:53 p.m. He invited anyone wishing to speak on this matter to come forward. There being none, Mayor Noll closed the public hearing at 7:53 p.m.

The City Attorney read title of Resolution No. 2003-07-5320, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING NEGATIVE DECLARATION NO. 5/13/03(1), RELATIVE TO AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ESTABLISHING RULES AND REGULATIONS FOR ADULT ORIENTED BUSINESSES AND DECLARING THE URGENCY THEREOF

It was moved by Council Member Wilson, and seconded by Vice Mayor Ward to waive further reading and adopt Resolution No. 2003-07-5320.

The following vote resulted:

AYES: MAYOR NOLL
VICE MAYOR WARD
COUNCIL MEMBER FORESTER
COUNCIL MEMBER WILSON

NOES: NONE

ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

The City Attorney read title of Urgency Ordinance No. 2003-07-1320, entitled:

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SIGNAL HILL, CALIFORNIA, ESTABLISHING RULES
AND REGULATIONS FOR ADULT ORIENTED BUSINESSES
AND DECLARING THE URGENCY THEREOF

It was moved by Council Member Wilson, and seconded by Vice Mayor Ward to waive further reading and adopt Urgency Ordinance No. 2003-07-1320.

The following vote resulted:

AYES: MAYOR NOLL
VICE MAYOR WARD
COUNCIL MEMBER FORESTER
COUNCIL MEMBER WILSON

NOES: NONE

ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

CITY MANAGER'S REPORTS

COUNCIL HOLDS A PUBLIC DISCUSSION ON VIEW PROTECTION, LEGAL ENFORCEMENT AND MORATORIUM ISSUES

The City Manager presented the staff report.

Mayor Noll opened the floor for discussion at 8:10 p.m.

Mary Oliphant, Signal Hill, stated she understands the process much better now.

Mel Pinkham, Signal Hill, stated he appreciates what the City has done, but will keep a watch on what happens next.

Ed Fajardo, Signal Hill, stated he felt view protection ordinance favors existing residents.

Jerry Gross, Long Beach, stated he was a prospective homebuilder, supporting the existing ordinance.

Danny Ray, Signal Hill, stated he was against the moratorium.

Dorothy Odenheimer, Signal Hill, stated she was willing to work with the City on a compromise instead of a moratorium.

Mike Foley, Signal Hill, owns a project at 2230 Molino Ave., supports existing system and is against the moratorium request.

Peggy Owen, Signal Hill, stated her concerns with the Council's interpretation of the view protection ordinance.

Louis Dare, Signal Hill, stated he felt the existing ordinance is very clear on view protection, it just needs to be followed.

Scott Wilcox, Signal Hill, commented on the impacts to the hilltop area.

Thien Ta, Signal Hill, stated he owns the lot next to Mike Foley and is against any moratorium.

Robert Lee, Long Beach, stated he was opposed to the moratorium concept.

John Rees, Torrance, stated he opposed the moratorium.

Jody Weikal, Signal Hill, suggested there are different ways to deal with hilltop view issues.

Tom Shollin, Hilltop, LLC, Signal Hill, stated he was unable to contact some of the people who had purchased property. He supports the workshop idea as a way to get the information out there about the view protection ordinance.

George Papadakis, Long Beach, stated he was opposed to the moratorium and supported the workshop concept.

Kim Emery, Signal Hill, opposed to the moratorium, but was in support of the workshop concept.

Jay Feinberg, Signal Hill, stated he was representing owners of 2055-75 Freeman Avenue, and that he felt the existing procedures work.

Gloria Marin, Long Beach, representing the Renaissance Group, commented on the lack of notice for this issue, stated she was opposed to the moratorium.

Richard Corrington, Signal Hill, stated the construction on the Q lots was impacting his property and that he had filed a complaint with the EPA regarding soil issues.

Loren Miller, Long Beach, stated he felt the Planning Department did a comprehensive job when working with prospective builders.

Bill Meyer, Torrance, stated he was opposed to the moratorium.

Mayor Noll closed the floor to comments at 8:50 p.m. He then thanked everyone for their comments.

Council Member Wilson thanked everyone for their comments and stated he feels the process works, balancing protection of existing views with new development.

Vice Mayor Ward stated she was against any kind of moratorium and supports having a community workshop.

Council Member Forester stated he was also against a moratorium and it was his belief that the Planning Commission process works. He also supports a community workshop.

Mayor Noll agreed the Planning Commission process works and that he fully supports a community workshop to address these issues.

It was moved by Vice Mayor Ward, and seconded by Council Member Forester to hold a joint Community Workshop with the Planning Commission on July 29th in the Community Center at 6:30 p.m. to discuss view protection issues.

The following vote resulted:

AYES: MAYOR NOLL
 VICE MAYOR WARD
 COUNCIL MEMBER FORESTER
 COUNCIL MEMBER WILSON

NOES: NONE

ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

CHAIR WILSON CALLS THE REDEVELOPMENT AGENCY TO ORDER FOR A JOINT DISCUSSION

Chair Wilson called the Redevelopment Agency to order at 9:17 p.m.

CHAIR NOLL CALLS THE PUBLIC FINANCING AUTHORITY TO ORDER FOR A JOINT DISCUSSION

Chair Noll called the Public Financing Authority to order at 9:17 p.m.

COUNCIL ADOPTS RESOLUTION NO. 2003-07-5321, APPROVING THE ISSUANCE BY THE SIGNAL HILL REDEVELOPMENT AGENCY OF ITS NOT TO EXCEED \$56,000,000 AGGREGATE PRINCIPAL AMOUNT OF SIGNAL HILL REDEVELOPMENT PROJECT NO. 1, 2003 TAX ALLOCATION BONDS IN TWO SERIES AND TAKING CERTAIN OTHER ACTIONS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

REDEVELOPMENT AGENCY ADOPTS RESOLUTION NO. 2003-07-362, AUTHORIZING ISSUANCE OF NOT TO EXCEED \$56,000,000 AGGREGATE PRINCIPAL AMOUNT OF SIGNAL HILL REDEVELOPMENT PROJECT NO. 1, 2003 TAX ALLOCATION BONDS, IN TWO SERIES APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF FIRST SUPPLEMENT AND SECOND SUPPLEMENT TO INDENTURE OF TRUST RELATING THERETO, AUTHORIZING SALE OF SUCH BONDS, APPROVING AN OFFICIAL STATEMENT, AND AUTHORIZING CERTAIN OTHER OFFICIAL ACTIONS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

PUBLIC FINANCING AUTHORITY ADOPTS RESOLUTION NO. 2003-07-02, AUTHORIZING THE PURCHASE AND SALE OF SIGNAL HILL REDEVELOPMENT AGENCY PROJECT NO. 1, 2003 TAX ALLOCATION PARITY REFUNDING BONDS, SERIES A, AND 2003 TAXABLE TAX ALLOCATION PARITY BONDS, SERIES B, UPON CERTAIN TERMS AND CONDITIONS, APPROVING DISTRIBUTION OF OFFICIAL STATEMENT RELATING THERETO, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO

The Deputy City Manager and Suzanne Harrell from Harrell & Co. presented the staff report.

The City Attorney read title of Resolution No. 2003-07-5321, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING THE ISSUANCE BY THE SIGNAL HILL REDEVELOPMENT AGENCY OF ITS NOT TO EXCEED \$56,000,000 AGGREGATE PRINCIPAL AMOUNT OF SIGNAL HILL REDEVELOPMENT PROJECT NO. 1, 2003 TAX ALLOCATION BONDS IN TWO SERIES AND TAKING CERTAIN OTHER ACTIONS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

It was moved by Council Member Forester and seconded by Council Member Wilson to waive further reading and adopt Resolution No. 2003-07-5321.

The following vote resulted:

AYES: MAYOR NOLL
 VICE MAYOR WARD
 COUNCIL MEMBER FORESTER
 COUNCIL MEMBER WILSON

NOES: NONE

ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

The Agency Counsel read title of Resolution No. 2003-07-362, entitled:

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF SIGNAL HILL, CALIFORNIA, AUTHORIZING ISSUANCE OF NOT TO EXCEED \$56,000,000 AGGREGATE PRINCIPAL AMOUNT OF SIGNAL HILL REDEVELOPMENT PROJECT NO. 1, 2003 TAX ALLOCATION BONDS, IN TWO SERIES APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF FIRST SUPPLEMENT AND SECOND SUPPLEMENT TO INDENTURE OF TRUST RELATING THERETO, AUTHORIZING SALE OF SUCH BONDS, APPROVING AN OFFICIAL STATEMENT, AND AUTHORIZING CERTAIN OTHER OFFICIAL ACTIONS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

It was moved by Mr. Noll, and seconded by Ms. Ward to waive further reading and adopt Resolution No. 2003-07-362.

The following vote resulted:

AYES: CHAIR WILSON
VICE-CHAIR FORESTER
MR. NOLL
MS. WARD

NOES: NONE

ABSENT: MS. HANSEN

ABSTAIN: NONE

The City Attorney read title of Resolution No. 2003-07-02, entitled:

A RESOLUTION OF THE SIGNAL HILL PUBLIC FINANCING AUTHORITY OF THE CITY OF SIGNAL HILL, CALIFORNIA, AUTHORIZING THE PURCHASE AND SALE OF SIGNAL HILL REDEVELOPMENT AGENCY PROJECT NO. 1, 2003 TAX ALLOCATION PARITY REFUNDING BONDS, SERIES A, AND 2003 TAXABLE TAX ALLOCATION PARITY BONDS, SERIES B, UPON CERTAIN TERMS AND CONDITIONS, APPROVING DISTRIBUTION OF OFFICIAL STATEMENT RELATING THERETO, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO

It was moved by Mr. Forester, and seconded by Mr. Wilson to waive further reading and adopt Resolution No. 2003-07-02.

The following vote resulted:

AYES: CHAIR NOLL
VICE CHAIR WARD
MR. FORESTER
MR. WILSON

NOES: NONE

ABSENT: MS. HANSEN

ABSTAIN: NONE

It was moved by Mr. Forester, and seconded by Mr. Wilson to adjourn the Public Financing Authority.

The following vote resulted:

AYES: CHAIR NOLL
VICE CHAIR WARD
MR. FORESTER
MR. WILSON

NOES: NONE

ABSENT: MS. HANSEN

ABSTAIN: NONE

Chair Noll adjourned the Public Financing Agency at 9:28 p.m.

CHAIR WILSON RECESSES THE REDEVELOPMENT AGENCY AT 9:28 P.M.

COUNCIL SELECTS SEPTEMBER 27, 2003, FROM NOON TO 2:30 P.M. FOR DISCOVERY WELL PARK DEDICATION; APPROVES THE HOURS OF OPERATION AS RECOMMENDED BY THE PARKS AND RECREATION COMMISSION WITH PARK GATES TO CLOSE AT 9 P.M.; AND APPROVES RENTAL USAGE OF FACILITIES TO BE LIMITED TO "RESIDENTS ONLY" FOR THE FIRST YEAR TO ALLOW FOR REVIEW OF PARKING AND FACILITY USAGE ISSUES

The Director of Community Services presented the staff report.

Denise Damrow, Parks & Recreation Commissioner, responded to questions.

It was decided to hold the Discovery Well Park dedication on September 27, 2003 from noon to 2:30 p.m. and approve the hours of operation as recommended by the Parks and Recreation Commission with park gates to close at 9 p.m.; and approve rental usage of facilities to be limited to "residents only" for the first year to allow for review of parking and facility usage issues, but limiting "no-fee" HOA meetings to two per year, per group. The Commission will review after three months and recommend revisions as appropriate.

COUNCIL APPROVES PARKS AND RECREATION COMMISSION RECOMMENDATIONS TO CLOSE THE SIGNAL HILL SKATE PARK AND DONATE THE EQUIPMENT TO THE CITY OF LONG BEACH PARKS, RECREATION AND MARINE DEPARTMENT

The Director of Community Services presented the staff report.

Council Member Wilson indicated he would be voting against this item, as he believes the City needs to have a skate park for the kids.

It was moved by Council Member Forester, and seconded by Vice Mayor Ward to approve the Parks and Recreation Commission's recommendation to close the Signal Hill Skate Park and donate the equipment to the City of Long Beach Parks, Recreation and Marine Department.

The following vote resulted:

AYES: MAYOR NOLL
 VICE MAYOR WARD
 COUNCIL MEMBER FORESTER

NOES: COUNCIL MEMBER WILSON

ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

COUNCIL APPROVES CONSENT CALENDAR ITEM NOS. 13 THROUGH 16 AND 18 THROUGH 20, EXCLUSIVE OF ITEM NO. 17

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 or member of the audience for discussion.

The City Manager indicated the following items were listed on the Consent Calendar for Council approval:

(13) **Renewal of Permit to Use Space at Long Beach's Transmitter Facility in the City of Signal Hill**

Summary: The permit to use space at Long Beach's transmitter facility in the City of Signal Hill expired on February 28, 2003. We were notified in February by Long Beach that the previous permit was expiring, given a verbal quote as to our new monthly rate and told the new permit agreements would be forthcoming.

Recommendation: Approve the permit to use space at Long Beach's transmitter facility in the City of Signal Hill between the City of Long Beach and the City of Signal Hill commencing retroactively to March 1, 2003, through February 28, 2008, and authorize the Mayor to execute the permit.

(14) Signal Hill Sewerage Facilities Agreement with the Los Angeles County Sanitation District

Summary: The Los Angeles County Sanitation District has agreed to take ownership of the City's existing sewer facilities. An Agreement has been prepared to establish the terms and conditions of the sewer facility acquisition. Through this acquisition, the City will be relieved of sewer system maintenance and operation costs saving the City up to \$300,000 annually.

Recommendations: 1) Authorize the Mayor to execute an Agreement between the City of Signal Hill and County Sanitation District No. 29 of Los Angeles County, in a form approved by the City Attorney; and 2) Authorize the City Manager to execute Exhibits D (Bill of Sale) and E (Quitclaim Deed) of the Agreement.

(15) Settlement Agreement and Release Between the City of Signal Hill and Chevron Pipe Line Company

Summary: Pipeline removal is a component of the Spring Street Widening Project. The execution of a Settlement Agreement and Release with Chevron Pipe Line Company is needed to resolve easement related issues and establish the method of payment for removal of existing Chevron pipelines.

Recommendation: Authorize the City Manager to execute a Settlement Agreement and Release between the City of Signal Hill and Chevron Pipe Line Company in a form approved by the City Attorney.

(16) Approval of Final Tract Map No. 53228

Summary: Hilltop LLC, on behalf of the Signal Hill Company, is requesting approval of Final Tract Map No. 53228. This map covers the area known as Promontory West. Staff has determined that the final tract map substantially conforms to the approved tentative map and meets the City's conditions of approval required to receive final tract map approval.

Recommendation: Approve Final Tract Map No. 53228.

(17) Resolution Establishing Health Benefits

Summary: The City has recently been informed that all part-time employees who are enrolled in PERS may be eligible for health benefits through CalPERS. This resolution will define the employer contribution rate for health benefits for full-time employees and part-time employees.

Recommendation: Waive further reading and adopt a resolution repealing Resolution No. 2003-05-5297, and fixing the employer's contribution under the Public Employees' Medical and Hospital Care Act.

(18) Claim for Damages

Summary: The City has received a claim for damages from Richard Eugene Kohn.

Recommendation: Deny the claim of Richard Eugene Kohn.

(19) Warrant Register Dated July 8, 2003

Summary: The Warrant Register is a listing of all general checks issued since the prior warrant register and warrants to be released upon City Council approval.

Recommendation: Authorize payment of Warrant Register dated July 8, 2003.

(20) Minutes of the Following Meeting(s)

Regular Meeting of June 24, 2003.

Recommendation: Approve.

Item No. 17 was pulled by David Frick, Signal Hill, for discussion.

It was moved by Council Member Forester, and seconded by Council Member Wilson to approve Consent Calendar Item Nos. 13 through 16 and 18 through 20, exclusive of Item No. 17.

The following vote resulted:

AYES: MAYOR NOLL
 VICE MAYOR WARD
 COUNCIL MEMBER FORESTER
 COUNCIL MEMBER WILSON

NOES: NONE

ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

COUNCIL APPROVES CONSENT CALENDAR ITEM NO. 17 – RESOLUTION ESTABLISHING HEALTH BENEFITS

David Frick, Signal Hill, pulled this item, stating he felt it should have been listed under City Manager's Reports, as it impacts the City budget.

The City Manager presented the staff report.

The City Attorney read title of Resolution No. 2003-07-5322, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, REPEALING RESOLUTION NO. 2003-05-5297, AND FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

It was moved by Council Member Forester and seconded by Vice Mayor Ward to waive further reading and adopt Resolution No. 2003-07-5322.

The following vote resulted:

AYES: MAYOR NOLL
 VICE MAYOR WARD
 COUNCIL MEMBER FORESTER
 COUNCIL MEMBER WILSON

NOES: NONE

ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

COUNCIL NEW BUSINESS

Council Member Wilson requested a review of park operating hours for winter and summer.

Council Member Wilson asked for a status report on the installation of the illuminated crosswalk.

The Public Works Director responded to his questions.

PUBLIC BUSINESS FROM THE FLOOR

Shannon Murphy, Planning Commissioner, Signal Hill, stated she was disappointed in the Council's decision to remove the Skate Park from Signal Hill, stating she felt it wasn't promoted enough by Community Services.

Denise Damrow, Parks & Recreation Commissioner, Signal Hill, stated she also was disappointed the Skate Park was being removed.

ADJOURNMENT

It was moved by Vice Mayor Ward, and seconded by Council Member Forester to adjourn to a regular meeting on Tuesday, July 22, 2003, at 6 p.m., in the Council Chambers of City Hall, 2175 Cherry Avenue, Signal Hill, CA, 90755.

The following vote resulted:

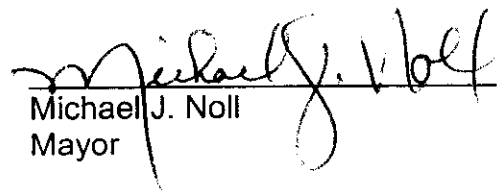
AYES: MAYOR NOLL
 VICE MAYOR WARD
 COUNCIL MEMBER FORESTER
 COUNCIL MEMBER WILSON

NOES: NONE

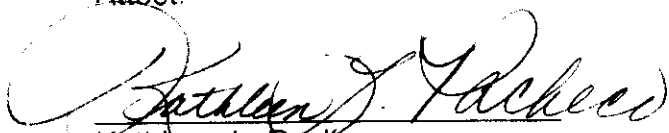
ABSENT: COUNCIL MEMBER HANSEN

ABSTAIN: NONE

Mayor Noll adjourned the meeting at 10:17 p.m.


Michael J. Noll
Mayor

Attest:


Kathleen L. Pacheco
City Clerk

**Richard Kaump
2254 Gaviota #32
Signal Hill, CA 90755**

June 24, 2003

Honorable Mayor and City Council Members
City of Signal Hill
2175 Cherry Ave
Signal Hill, CA 90755

Subject: Fire Service Options

Honorable Mayor and City Council Members:

As a resident of the City of Signal Hill for the past 5 years, I have been pleased with the City's positive direction in supporting high-level public safety services for our community. However, the recent recommendations submitted by the City's subcommittee assigned to study this issue greatly disturbs me.

Their recommendation to change our fire protection and paramedic services to the Los Angeles County Fire Department may significantly reduce and negatively impact the emergency response times to fires and life-threatening medical events that occur in Signal Hill.

As previous program manager for paramedic and ambulance services for a public-safety fire agency, I was responsible for developing methods to gauge and review the fire department's response time performance to fires and medical emergencies. I was also assigned as project manager to write and develop proposals for fire suppression, paramedic, and ambulance services to our neighboring cities. During the past 20 years I have developed strategies to measure response time performance by fire departments to assess which deployment model best serves a local community.

At various stages of my career, I have had the opportunity to meet and work with members of the Long Beach and Los Angeles County Fire Departments. Both organizations are excellent and are dedicated to providing the best services possible to the communities they serve. The recommendations made in this correspondence relate solely on the ability of which department is best positioned with resources to provide acceptable and timely response into the City of Signal Hill.

Based on my past experience and my concern of moving too quickly without adequate study and community input, I ask the Signal Hill City Council to postpone its decision until more information can be made available to Council Members, community residents, and businesses.

The basis of this recommendation is as follows:

1. **Response Data Needed:** A study of the actual response time performance as provided by the Long Beach Fire Department should be obtained and reviewed. I am aware the Long Beach Fire Department recently acquired analysis and modeling software that can graphically display their response time performance on a map, block by block, so true response time comparisons can be made. But as stated in their report to the City, it is not yet operational.

This same software enables the department to provide “what-if” comparisons so changes in station location, response plans, and reconfiguration of resources can be compared using past data. This will be extremely important to develop so our decision makers can view the impacts of deleting the closer Long Beach Fire stations from the City’s emergency response resources.

2. **Reduction of Immediate Resources:** The Los Angeles County Fire Agreement would reduce immediate resources by 83%. Without benefit of the software, I have calculated the availability of fire stations using a commercially available mapping program to calculate various distances of fire stations from City Hall. The data comparing the closest and immediately available fire stations for each of the two proposals are represented below.

Distance	Long Beach Fire Stations*	Los Angeles County Fire Stations*	% Change Increase or (Decrease) in Immediate Resources
1.5 Miles	3	1	(67%)
3 Miles	13	2	(85%)
5 Miles	23	4	(83%)

**Includes the Signal Hill Fire Station*

One of the key determinants in providing quality fire protection and paramedic services is delivering the appropriate resources of people and equipment to the scene of an emergency in the least amount of time. Although the Los Angeles County Fire Department has a great number of resources, the location, availability and deliverability of those resources in a timely manner are the concerns raised here. These changes in service levels need more study and community input.

Using the same commercial software as above, calculation of travel times were made. Although emergency response times can vary due to time of day, traffic, ready time, and other factors, the data below shows comparative time using a fixed travel speed for all stations.

Distance	Travel Time	Long Beach Stations	County Fire Stations
1.5 Mile Radius	Less than 5 Minutes	3	1
3.0 Mile Radius	6-11 Minutes	13	2
5.0 Mile Radius	12-15 Minutes	23	4

Since only one Los Angeles County Fire Station would be located within the 1.5 mile radius, two stations within the 3-mile radius, and only 4 stations within the 5 miles radius, it becomes apparent that overall response times will likely increase as units must travel greater distances to arrive on scene of emergency incidents.

3. **Single Engine Deployment Within Signal Hill.** Increased travel times required to respond to emergencies in Signal Hill cannot be sufficiently mitigated by maintaining a single paramedic-assessment engine company within the City limits.

This station and its equipment are part of a system in which additional resources must be called upon to provide timely service. Back-up services when the engine is busy, in training, or out of service must be addressed. This is especially important during structure fire responses, multiple incidents occurring simultaneously, and multiple victim incidents where 2 or more persons require immediate treatment. The need for additional immediate resources is critical.

4. **Second, Third, And Forth In Unit Response Times Are Equally Important As First In Response Times.** The amount of time needed to provide adequate resources at the scene of structure fires, heavy rescues, and hazardous material incidents is dependent upon the location and travel time of the resources required. Simply put, replacing resources now available within a 3-mile radius of the City with fewer units further away will increase the likelihood of a negative outcome; i.e. loss of life, greater fire spread, and increased financial loss.

Location and number of available fire stations, types of equipment stationed, and the numbers of personnel assigned to that equipment are interdependent. Separating Station 27 and its existing resources from the Long Beach Fire Department's preplanned response network and decreasing staffing levels can SERIOUSLY disrupt response capabilities and increase risk to firefighters and the public.

5. **Why Response Times Are Important:** Both medical aid and fire incidents require fast response times to save lives and preserve property. The speed in which these services are delivered should be the basis of deciding the best response plan and which agency is best located to provide the resources in the most rapid manner

- During cardiac arrest, irreversible brain damage can occur after five minutes without CPR
- A person's chance of survival decreases 7% for every minute it takes to shock a fibrillating heart
- A fire can double in size every 30 seconds until sufficient water and resources are applied to the fire
- New firefighter safety regulations (NFPA Standard 1710) requires at least four firefighters be at scene before entering a building fire or other hazardous area unless a rescue is needed.

Longer response times of equipment and adequate personnel to the scene of an emergency may place firefighters and those in need of assistance at greater risk.

6. **Public Safety Commitment:** I understand the City's General Fund has not been directly paying for fire and paramedic services. These funds are obtained through a three party agreement where taxes collected by the Los Angeles County Fire Department are paid to Long Beach Fire Department to provide services within Signal Hill.

Long Beach Fire Department stated in their May 12, 2003 letter that new costs now make it impossible to continue to deliver the same service level as previously provided unless the City of Signal Hill pays a subsidy. It appears this is the first request for a subsidy since the contract was implemented 16 years ago and to date, the City has not had to pay additional costs from their General Fund for fire and paramedic services.

Since the residents and business are paying for the services through county taxes, I have used the police department's budget to see if Long Beach's request is somehow out-of-line with current conditions. The chart below shows the budget for the Signal Hill Police Department for two comparative years to determine if the percentage increase requested by Long Beach is unreasonable.

Signal Hill Police Department

Year	Budgeted Amount	# Personnel	\$ Increase	% Increase
1993-94	\$3,485,600	42		
2003-04	\$5,740,900	46	\$2,255,300	39%

It appears the additional \$27,505 per month increase (or \$330,060 annually) is comparable to the increase provided to the police department. The additional \$330,060 requested is 29% above the fire assessment district's payment to Long Beach and less than the 39% increase provided to the Police Department. During this time, public safety positions and resources for the Police Department were increased, not decreased, when compared to the Los Angeles County Fire Department proposal.

- 7. Budget Considerations:** I wish to compliment the Council and City Staff for their strong fiscal foresight in maintaining such healthy reserve balances. But I am concerned that with such healthy reserves of \$3,931,393 (28%) of General Fund revenues projected at the end of Fiscal Year 2003-04 and an additional reserve fund for Economic Uncertainties of \$1,471,869 (10.5 %) of the General Fund revenues, we are sacrificing responsive fire protection and paramedic services for fear of reducing reserve fund balances. It appears the City is well positioned to handle the increase needed for police and fire services without reductions in service levels and the increase proposed is consistent with maintaining strong public-safety programs.

Summary

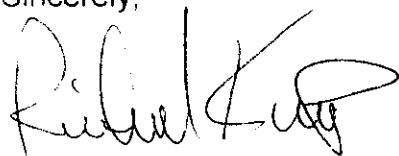
Based on the information I have presented in this letter, I request the Signal Hill City Council maintain their strong commitment to public safety and at a minimum, support further study of the issues presented here. I understand the Council is pressed to make a decision to meet certain Los Angeles County Fire Department deadlines.

However, it appears sufficient funds can be made available within the General Fund to offset this cost increase required by Long Beach. If we continue with the Long Beach Fire Department agreement, we retain the option to cancel the contract with 6 months notice. This should give the city enough time to fully address the issues of comparable response capabilities using actual data and receive additional comments from the community. I am sure many of the residents feel as I do and do not wish to see a reduction of public safety services or an increase in emergency response times. This is a small price to pay for the certainty of the right decision.

I trust you will postpone this decision until all the facts have been presented to the City Council as well as interested community residents and businesses. This issue deserves the same public input as zone changes, new ordinances, or other changes that affect the residents of our community.

I appreciate your time in reviewing my comments. You may contact me anytime via my cell phone at (714) 313-1703, my office (562) 432-9833 or email rkaump@aol.com.

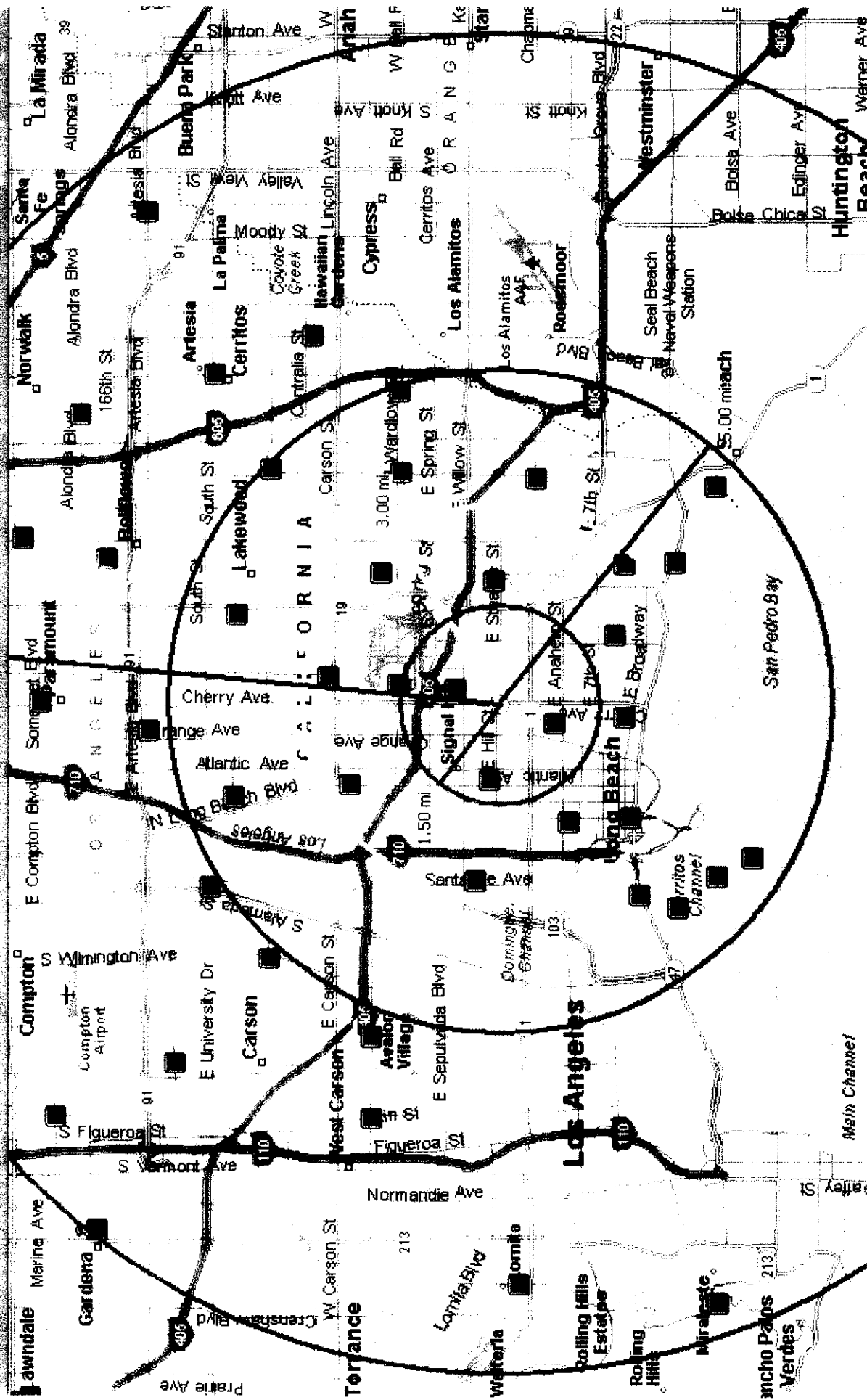
Sincerely,

A handwritten signature in black ink, appearing to read "Richard Kaump". The signature is stylized with a large, sweeping initial "R" and a long, horizontal flourish extending to the right.

Richard Kaump

cc: Kenneth C. Farfsing, Signal Hill City Manager

Attachments (1): Area Fire Department Stations



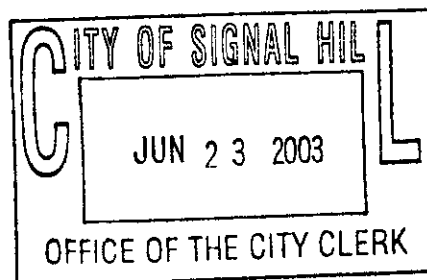
- 1.5 Miles
- 3.0 Miles
- 5.0 Miles
- 10 Miles
- LA County Fire Station
- Long Beach Fire Station

Immediate Resources < 5 Miles

23 Long Beach / 4 LA County

June 23, 2003

City Council
CITY OF SIGNAL HILL
2175 Cherry Avenue
Signal Hill, CA 90755



Re: Potential Contract Regarding Fire Protection and Emergency Medical Services

Dear Sirs:

I have been a resident of the city of Lakewood since 1955. I take pride in my city and I have been blessed with a wonderful community for 48 years. I have always felt safe knowing my city has the resources to respond to life's emergencies.

The City of Signal Hill recently announced its intention to seek the services of Los Angeles County to provide Fire Protection and Emergency Medical Services to Signal Hill. I am concerned with this decision because apparently the city of Lakewood would be sharing its Paramedic with Signal Hill.

The City of Lakewood has 87,000 residents in comparison to Signal Hill's 10,284 residents. Further, the City of Lakewood has many Senior Citizens including myself. The difference in the populations is large and alarming. The question becomes this; if the City of Signal Hill has an emergency and receives response and at the same time we experience an emergency in Lakewood, who gets preference?

I would like to receive an answer to this question. Without all the facts, it does appear that this may not be the best decision for either Signal Hill or Lakewood. I feel strongly that there should be a voice for the residents of these cities and I would like to understand how the new system will work without jeopardizing the excellent service Lakewood has received throughout the years.

I look forward to your response. Thank you for your consideration of time.

Very truly yours,

A handwritten signature in cursive script that reads "Lucy Garcia".

LUCY GARCIA
4628 Pixie Avenue
Lakewood, CA 90712
(562) 355-8738

Request for Modified Fee or Fee Waiver Request for Use of City Facilities

4.16

APPROVED: _____

DEPARTMENT:
Parks, Recreation and Library Services

I. PURPOSE

To establish parameters for reducing or waiving fees associated with the temporary use of City of Signal Hill (“City”) facilities.

II. DEFINITIONS

The following definitions apply for purposes of this Policy:

- A. Department: Shall refer to the City’s Parks, Recreation and Library Services Department.
- B. Facility or Facilities: Land or a building or room owned, leased, or operated by the City of Signal Hill.
- C. Schedule of Fees and Charges: Shall refer to the City’s annually adopted master schedule of fees.
- D. Staffing Fees: Shall refer to costs associated with set-up, tear down and facility monitoring by staff prior to, during and/or after rental of the Facility.

III. GENERAL POLICY

The City recognizes the value of working with and supporting organizations, programs and groups to provide services and resources that benefit the Signal Hill community, that the City would otherwise provide or is unable to provide. In an effort to provide support for these organizations, the City may reduce or waive Facility use fees for eligible groups that meet the eligible criteria established in this Policy.

Fees for the temporary use of City Facilities are established annually by the City Council and set forth in a Schedule of Fees and Charges. Requests for a reduction or wavier of Facility fees is subject to the review and approval the Parks and Recreation Commission (“Commission”). Staffing Fees can only be reduced or waived upon City Council approval.

A. Eligibility Criteria for Fee Waiver or Fee Reduction:

- The group is considered in good standing with the City, which includes but is not limited to, having no outstanding fees, or debts overdue with the City and documented history of compliance with previous City Facility use policies and procedures.
- The event or program is consistent with the City's mission, values and objectives.
- There are no detrimental impacts on the existing facilities or City activities.
- There is a public benefit to Signal Hill residents.
- Program or event is non-discriminatory and non-political nature.
- Primary mission of organization is philanthropic and/or service-driven for the benefit of the community.
- Event or program is open to the public at no charge.

B. Not Eligible for Fee Waiver or Fee Reduction:

- Political activities and supporting or endorsing any candidate for office, ballot measure, or other political measure.
- Commercial events.
- Corporate events.
- Private family or social gatherings.
- Trainings that charge for participation.
- Events that provide no community benefit.
- Projects or organizations that have failed to fulfill their obligations during previous events or activities for which facility permit fees were waived or reduced.
- Profit will be made from the event by the permitting organization or by any other private individual or business.
- Commercial or for-profit individual, group or organization.
- Event, program or activity that, as determined by the City, substantially strains available City resources, such as but not limited to: staffing, materials, equipment, and services.
- Program, event, or meeting that references drug-use, drug paraphernalia, gambling, sex, adult oriented business, explicit language, or material.

C. Eligible Organizations:

The categories of eligible organizations, programs, or groups are as follows:

1. Official City Partner/City Affiliated Organization
 - a. An official affiliate is an organization or individual that has a formal agreement or Memorandum of Understanding with the City.
2. Intergovernmental Groups/Government Agencies
 - a. A governmental entity (city, county, state, federal or special district);
 - b. The use of the Facility is related to the performance of the agency's governmental duties; and
 - c. The program or event provides a public benefit to City residents.
3. Resident Non-Profit
 - a. Organization resides within City or at least 51% of the organization's voting board is made up of City residents; and
 - b. Submits documentation demonstrating either of the foregoing.
4. Non-Resident, Non-Profit
 - a. Organization resides outside of City or is a non-profit;
 - b. Submits documentation demonstrating the foregoing or its non-profit status; and
 - c. Program or event is open to the entire public at no charge; and
 - d. Program or event provides a valuable benefit to Signal Hill residents.
5. Schools and School Groups
 - a. Public schools located within the Long Beach Unified School District, private schools located within the City, or City of Long Beach, or home schools located in the City serving students K-12; and

- b. Any school-based clubs, boosters, social or sports groups that support students that live in the City. School groups must provide a letter from their school identifying the group as an official group, as well as insurance coverage from the school.

6. Civic Organizations/Groups

- a. A group or organizations that seeks to improve the community and promote social welfare.
- b. Possible examples of civic organizations/groups include, but are not limited to:
 - i. Local Community Service Clubs
 - ii. Social Service Groups
 - iii. Membership/Recreation Groups
 - iv. Community Group without official Non-Profit Status

7. Homeowners Association/Neighborhood Associations

- a. Entity resides within the City or is comprised of at least 51% of City residents.

D. Types of Fees

The following list defines established fees that can and cannot be waived.

1. Eligible Fees for Waiver or Reduction
 - Facility use/reservation fees
 - Staffing Fees (Per City Council approval)
 - Jumpers and bouncer permit fee
2. Fees Not Eligible for Waiver or Reduction
 - Facility use application fees
 - Refundable damage deposit
 - Light usage fees
 - Cleaning fee
 - Change fees
 - Security costs

- Maintenance costs
- Liquor license
- Food/health permits fees
- Business license fees
- Insurance/indemnification fees

IV. REQUEST FOR FACILITY FEE REDUCTION OR WAIVER

A. Process for Requesting **Facility Fee Waiver or Reduction**

The Commission reviews requests for the reduction or waiver of Facilities fees. In order to request a waiver or reduction, an applicant must:

1. Submit an applicable Facility Use Application;
2. Submit a Fee Waiver/Reduction Request Form;
3. Submit a Letter of Intent;
4. Pay the application fee (non-refundable) and damage deposit (refundable) at least sixty (60) calendar days before the event date in order to hold the date. Requests can be made up to six (6) months in advance.; and
5. Submit organizational documents demonstrating the group's eligibility for a fee/waiver reduction based on the criteria set forth in Section III(C) above.

After all required payments and documents have been received by the Department, the date will be held for the group. The request shall be reviewed by the Commission at one of its upcoming two regularly scheduled Commission meetings. It is advisable that the applicant appear at such meeting to respond to questions from the Commission.

The applicant will be notified in writing of the Commission's decision within seventy-two (72) hours after the decision is rendered.

B. Process for Requesting **Staff Fee Waiver or Reduction**

The waiver or reduction of Staff Fees is only be available upon City Council approval. In order to request a waiver or reduction, an applicant must follow the same process for requesting a Facility fee waiver or reduction set forth in Section IV(A) above, and include the request in the letter of intent.

After all required payments and documents have been received by the Department, the date will be held for the group. The request shall be reviewed by the City Council at one

of its upcoming two regularly scheduled City Council meetings. It is advisable that the applicant appear at such meeting to respond to questions from the City Council.

The applicant will be notified in writing of City Council's decision within seventy-two (72) hours after the decision is referred.

V. DEPOSITS

No refundable damage deposit shall be waived for any individual or organization.

VI. GENERAL USE REQUIREMENTS

- A. All established rules and regulations, policies and procedures contained in the Facility Use Policy (4.9) shall apply to groups with reduced or waived fees.
- B. The frequency of use at each Facility shall not exceed a total of once per month for any group as stated in the Facility Use Policy (4.9).
- C. Groups approved for fee reductions or waivers shall not receive an automatic renewal of waiver, nor shall the approval of fee reductions or waivers imply a monopoly of the Facility.
- D. City sponsored programs have priority for Facility use.
- E. Any reservation may be cancelled by the City. In the event of such cancellation, notice shall be given as far in advance of the scheduled usage as possible, and a full refund shall be made.

VII. APPEAL

All decisions of the Commission may be appealed to the City Council for review within ten (10) calendar days from the date of the City's notification of such decision to applicant. If the City Council finds that the Commission's interpretation of the provisions of this Policy for an appealed request are not consistent with the Policy and/or its intent or are not in the best interest of the community, the City Council may overturn the decision of the Commission. The City Council's decision shall be final.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

5/12/2026

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 REGISTER DATED MAY 12, 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 May 12, 2026.

Fiscal Impact:

The City has sufficient funds budgeted and available for payment.

Analysis:

Staff is submitting all warrants for approval; invoices and supporting documentation are available for review in the Finance Department.

Warrant Register for Council Meeting

Payment Type	Payment Date	Payment Numbers	Total
Regular Check	04.16.2026	VARIOUS	\$ 349,817.50
Regular EFT	04.16.2026	105486 THRU 105514	\$ 274,601.90
Manual DFT*	04.11.26 - 04.24.26	VARIOUS	\$ 1,340,615.77
Subtotal			\$ 1,965,035.17
Payroll Net**	04.23.2026	VARIOUS	\$ 414,964.84
Subtotal			\$ 414,964.84
Grand Total			\$ 2,380,000.01

* EFT/Draft - Electronic/Draft Funds Transfer

** Represents the total net payroll direct deposit on pay date

Attachment:

A. Warrant Register



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 4/11/2026 - 4/24/2026

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 9541 - 1ST JON INC							
APA000002	04/16/2026	140457	01/27/2026	CALIFORNIA AVE IMPROVEMENT: MISSING ITEM CHARGES	400-40-5894	Street Capital Improvements	1,268.54
Vendor 9541 - 1ST JON INC Total:							1,268.54
Vendor: 0007 - ABC PRESS							
APA000003	04/16/2026	250479	11/03/2025	PRINTING SVCS: ENVELOPES	100-51-5710	Office Supplies	118.24
APA000003	04/16/2026	250579	12/24/2025	BUSINESS CARDS: HONEYCUTT	100-41-5740	General Supplies	77.35
APA000003	04/16/2026	260124	03/31/2026	PRINTING SVCS: BUSINESS CARDS	100-72-5740	General Supplies	80.67
Vendor 0007 - ABC PRESS Total:							276.26
Vendor: 9360 - ADAMS S MARK							
APA000004	04/16/2026	2717	03/04/2026	DECAL INSTALL: UTILITY BOXES	100-94-5400	Contract Services - General	2,740.25
Vendor 9360 - ADAMS S MARK Total:							2,740.25
Vendor: 9868 - ALFONSO ESQUIVIAS GONZALEZ							
121400	04/16/2026	04302026	04/08/2026	JESSIE NELSON TRIVIA NIGHT	100-82-5723	Event/Program Costs	300.00
Vendor 9868 - ALFONSO ESQUIVIAS GONZALEZ Total:							300.00
Vendor: 1151 - ALL CITY MANAGEMENT SRVCS INC.							
105486	04/15/2026	PS-INV105080	04/06/2026	CROSSING GUARD SVCS: 3/15 - 3/28/26	100-74-5400	Contract Services - General	6,251.68
Vendor 1151 - ALL CITY MANAGEMENT SRVCS INC. Total:							6,251.68
Vendor: 1372 - ALLIANT INSURANCE SERVICES							
105487	04/15/2026	3446602	03/04/2026	EVENT INSURANCE: SPRING FEST & PAWS ON THE HILL	100-82-5723	Event/Program Costs	1,354.00
Vendor 1372 - ALLIANT INSURANCE SERVICES Total:							1,354.00
Vendor: 9252 - AMERICAN GOLF CORPORATION							
121401	04/16/2026	04012026	04/01/2026	VOLUNTEER RECOGNITION DINNER	100-82-5723	Event/Program Costs	4,381.87
Vendor 9252 - AMERICAN GOLF CORPORATION Total:							4,381.87
Vendor: 0142 - AMERICAN RENTALS							
APA000005	04/16/2026	605228	03/16/2026	EQUIPMENT RENTAL: TRAILER CONCRETE (DRUM)	100-95-5552	Rental/Lease of Equipment	318.30
Vendor 0142 - AMERICAN RENTALS Total:							318.30

Warrant Register						Payment Dates: 4/11/2026 - 4/24/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 10498 - ANDREA LOPEZ							
APA000006	04/16/2026	03162026	03/16/2026	DEPOSIT REFUND PERMIT 2740	100-23550	Deposits-Community Services	62.00
Vendor 10498 - ANDREA LOPEZ Total:							62.00
Vendor: 10497 - ARELI BAUTISTE							
APA000007	04/16/2026	03042026	03/04/2026	DEPOSIT REFUND PERMIT 2737	100-23550	Deposits-Community Services	62.00
Vendor 10497 - ARELI BAUTISTE Total:							62.00
Vendor: 1008 - ASSOCIATED SOILS ENGINEERING							
APA000008	04/16/2026	49078	02/28/2026	ON-CALL SVCS: CITY HALL INTERIOR RENOVATION	400-40-5896	Facilities Capital Improvement	1,455.00
Vendor 1008 - ASSOCIATED SOILS ENGINEERING Total:							1,455.00
Vendor: 8740 - BANK OF AMERICA - OPEB							
105480	04/13/2026	INV0017322	04/09/2026	110156 CITY OF SIGNAL HILL OPEB INV TRUST ACCT -EE	100-21525	OPEB Employee Paid W/ Wa...	601.00
105480	04/13/2026	INV0017323	04/09/2026	110156 CITY OF SIGNAL HILL OPEB INV TRUST ACCT -ER	100-21525	OPEB Employee Paid W/ Wa...	649.00
105480	04/13/2026	INV0017324	04/09/2026	110156 CITY OF SIGNAL HILL OPEB INV TRUST ACCT -EE	100-21525	OPEB Employee Paid W/ Wa...	2,577.22
105480	04/13/2026	INV0017325	04/09/2026	110156 CITY OF SIGNAL HILL OPEB INV TRUST ACCT -ER	100-21525	OPEB Employee Paid W/ Wa...	2,577.22
Vendor 8740 - BANK OF AMERICA - OPEB Total:							6,404.44
Vendor: 1427 - BIXBY KNOLLS CAR WASH							
APA000009	04/16/2026	03312026	03/31/2026	CAR WASH SVCS: MAR 2026	601-40-5540	Vehicle Maintenance	298.87
Vendor 1427 - BIXBY KNOLLS CAR WASH Total:							298.87
Vendor: 0057 - BLUE DIAMOND MATERIALS							
APA000010	04/16/2026	4031858	04/21/2025	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	362.72
APA000010	04/16/2026	4480248	02/28/2026	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	111.61
Vendor 0057 - BLUE DIAMOND MATERIALS Total:							474.33
Vendor: 9451 - BOETHING TREELAND FARMS INC							
APA000011	04/16/2026	SI-1457419	03/05/2026	STREET TREE PROCUREMENT	400-40-5894	Street Capital Improvements	2,637.08
Vendor 9451 - BOETHING TREELAND FARMS INC Total:							2,637.08
Vendor: 1596 - CALIF.STATE DISBURSEMENT UNIT							
DFT0016822	04/13/2026	INV0017358	04/09/2026	CSSD - Child Support	100-21580	CA State Reimbursement Unit	781.38
Vendor 1596 - CALIF.STATE DISBURSEMENT UNIT Total:							781.38
Vendor: 0203 - CALIFORNIA,STATE OF							
DFT0016890	04/23/2026	INV0017543	04/23/2026	State Income Tax Withholding	100-21513	State Withholding Taxes Pay...	26,232.79
DFT0016897	04/23/2026	INV0017550	04/23/2026	State Income Tax Withholding	100-21513	State Withholding Taxes Pay...	226.68
Vendor 0203 - CALIFORNIA,STATE OF Total:							26,459.47
Vendor: 0407 - CALPERS							
DFT0016779	04/16/2026	INV0017327	04/09/2026	PERS Survivor Benefit	100-21520	PERS - City Paid	23.25

Warrant Register

Payment Dates: 4/11/2026 - 4/24/2026

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0016780	04/16/2026	INV0017328	04/09/2026	PERS 25143	100-21520	PERS - City Paid	11,707.43
DFT0016780	04/16/2026	INV0017328	04/09/2026	PERS 25143	100-51-5230	Retirement Contributions	-0.06
DFT0016781	04/16/2026	INV0017329	04/09/2026	PERS 25143	100-21520	PERS - City Paid	12,078.83
DFT0016782	04/16/2026	INV0017330	04/09/2026	PERS 26091	100-21520	PERS - City Paid	14,569.91
DFT0016783	04/16/2026	INV0017331	04/09/2026	PERS 26091	100-21520	PERS - City Paid	14,964.67
DFT0016784	04/16/2026	INV0017332	04/09/2026	PERS 8703	100-21520	PERS - City Paid	1,529.39
DFT0016785	04/16/2026	INV0017333	04/09/2026	PERS 8703	100-21520	PERS - City Paid	2,748.53
DFT0016786	04/16/2026	INV0017334	04/09/2026	PERS 8704	100-21520	PERS - City Paid	3,802.72
DFT0016787	04/16/2026	INV0017335	04/09/2026	PERS 8704	100-21520	PERS - City Paid	5,845.32
DFT0016788	04/16/2026	INV0017336	04/09/2026	PERS 9063	100-21520	PERS - City Paid	6,415.01
DFT0016789	04/16/2026	INV0017337	04/09/2026	PERS 9063 Management	100-21520	PERS - City Paid	804.84
DFT0016790	04/16/2026	INV0017338	04/09/2026	PERS 9063	100-21520	PERS - City Paid	14,086.28
DFT0016791	04/16/2026	INV0017339	04/09/2026	PERS 9063 Management	100-21520	PERS - City Paid	2,624.67
DFT0016815	04/16/2026	INV0017364	04/09/2026	PERS 25143	100-21520	PERS - City Paid	41.73
DFT0016816	04/16/2026	INV0017365	04/09/2026	PERS 25143	100-21520	PERS - City Paid	43.06
Vendor 0407 - CALPERS Total:							91,285.58
Vendor: 8274 - CANON SOLUTIONS AMERICA, INC							
APA000012	04/16/2026	6015441291	03/29/2026	COPIER USAGE: CITY HALL - 12/29/25 - 03/28/26	100-51-5552	Rental/Lease of Equipment	127.53
APA000012	04/16/2026	6015441292	03/29/2026	COPIER USAGE: COMM SVCS - 12/29/25 - 03/28/26	100-51-5552	Rental/Lease of Equipment	1,507.81
APA000012	04/16/2026	6015441293	03/29/2026	COPIER USAGE: PD - 12/29/25 - 03/28/26	100-51-5552	Rental/Lease of Equipment	1,218.31
APA000012	04/16/2026	6015441294	03/29/2026	COPIER USAGE: COMM DEV - 12/29/25 - 03/28/26	100-51-5552	Rental/Lease of Equipment	374.17
APA000012	04/16/2026	6015441295	03/29/2026	COPIER USAGE: PD - 12/29/25 - 03/28/26	100-51-5552	Rental/Lease of Equipment	162.16
APA000012	04/16/2026	6015441296	03/29/2026	COPIER USAGE: COMM CENTER - 12/29/25 - 03/28/26	100-51-5552	Rental/Lease of Equipment	301.63
APA000012	04/16/2026	6015441297	03/29/2026	COPIER USAGE: LIBRARY - 12/29/25 - 03/28/26	100-51-5552	Rental/Lease of Equipment	39.37
APA000012	04/16/2026	6015441298	03/29/2026	COPIER USAGE: CITY YARD - 12/29/25 - 03/28/26	100-51-5552	Rental/Lease of Equipment	208.50
Vendor 8274 - CANON SOLUTIONS AMERICA, INC Total:							3,939.48
Vendor: 10491 - CARRETTA MANAGEMENT INC							
APA000013	04/16/2026	042826	04/28/2026	SENIOR: JESSIE NELSON TEA AND PAINT	100-82-5723	Event/Program Costs	525.00
Vendor 10491 - CARRETTA MANAGEMENT INC Total:							525.00
Vendor: 1560 - CARUSO FORD							
105488	04/15/2026	FOCS112283	04/02/2026	VEHICLE MAINT	601-40-5540	Vehicle Maintenance	1,633.80
105488	04/15/2026	FOCS114216	03/26/2026	VEHICLE MAINT: UNIT #726	601-40-5540	Vehicle Maintenance	653.95
Vendor 1560 - CARUSO FORD Total:							2,287.75

Warrant Register							Payment Dates: 4/11/2026 - 4/24/2026
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 9876 - CCS FACILITY SERVICES - ORANGE COUNTY INC							
APA000014	04/16/2026	728722	10/30/2025	JANITORIAL SVCS: 10/30/25	100-92-5521	Cleaning Services	65.00
APA000014	04/16/2026	728723	10/30/2025	JANITORIAL SVCS: EXTRA WORK - 10/30/25	100-92-5521	Cleaning Services	130.00
APA000014	04/16/2026	743101	02/12/2026	JANITORIAL SVCS: COUNCIL CHAMBERS - 2/9/26	100-92-5521	Cleaning Services	780.00
Vendor 9876 - CCS FACILITY SERVICES - ORANGE COUNTY INC Total:							975.00
Vendor: 5431 - CINTAS CORPORATION							
APA000015	04/16/2026	4265140922	04/07/2026	UNIFORMS	100-92-5730	Uniforms	39.07
APA000015	04/16/2026	4265140922	04/07/2026	UNIFORMS	100-94-5730	Uniforms	14.24
APA000015	04/16/2026	4265140922	04/07/2026	UNIFORMS	100-95-5730	Uniforms	53.07
APA000015	04/16/2026	4265140922	04/07/2026	UNIFORMS	500-40-5730	Uniforms	19.78
APA000015	04/16/2026	4265140922	04/07/2026	UNIFORMS	601-40-5730	Uniforms	7.89
Vendor 5431 - CINTAS CORPORATION Total:							134.05
Vendor: 5780 - CITY EMPLOYEES ASSOCIATES LLC							
105481	04/13/2026	INV0017347	04/09/2026	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							
DFT0016721	04/15/2026	03262026-BULK	03/26/2026	BULK WATER & GAS SVC: MAR 2026	100-95-5512	Utility Services	276.93
DFT0016721	04/15/2026	03262026-BULK	03/26/2026	BULK WATER & GAS SVC: MAR 2026	500-40-5512	Utility Services	80.53
DFT0016830	04/15/2026	EDA-041526	04/15/2026	CITY OF LONG BEACH EDA: JUL - DEC 2025	100-31-4131	Contra Sales Tax Agreements	654,606.00
Vendor 0377 - CITY OF LONG BEACH Total:							654,963.46
Vendor: 7313 - CITY OF SIGNAL HILL							
DFT0016823	04/15/2026	03312026	04/15/2026	MONTHLY CITY WATER CHARGES - MAR 2026	100-13001	Accrued Accounts Receivable	305.26
DFT0016823	04/15/2026	03312026	04/15/2026	MONTHLY CITY WATER CHARGES - MAR 2026	100-47-5512	Utility Services	29.62
DFT0016823	04/15/2026	03312026	04/15/2026	MONTHLY CITY WATER CHARGES - MAR 2026	100-92-5512	Utility Services	4,757.68
DFT0016823	04/15/2026	03312026	04/15/2026	MONTHLY CITY WATER CHARGES - MAR 2026	100-94-5512	Utility Services	13,147.01
DFT0016823	04/15/2026	03312026	04/15/2026	MONTHLY CITY WATER CHARGES - MAR 2026	100-95-5512	Utility Services	0.97
DFT0016823	04/15/2026	03312026	04/15/2026	MONTHLY CITY WATER CHARGES - MAR 2026	260-40-5512	Utility Services	500.36
DFT0016823	04/15/2026	03312026	04/15/2026	MONTHLY CITY WATER CHARGES - MAR 2026	500-40-5512	Utility Services	509.14
Vendor 7313 - CITY OF SIGNAL HILL Total:							19,250.04

Warrant Register							Payment Dates: 4/11/2026 - 4/24/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount	
Vendor: 1239 - CLEAN ENERGY								
105489	04/15/2026	CE12836832	03/31/2026	CNG FUEL: MAR 2026	601-40-5754	Fuel Purchases	571.52	
							Vendor 1239 - CLEAN ENERGY Total:	571.52
Vendor: 8215 - CONSOLIDATED ELECTRICAL DISTRIBUTORS								
105490	04/15/2026	4208-1027388	04/07/2026	CITY HALL RENO SUPPLIES	400-40-5896	Facilities Capital Improvement	38.41	
							Vendor 8215 - CONSOLIDATED ELECTRICAL DISTRIBUTORS Total:	38.41
Vendor: 10494 - DAYNA WACHMAN								
105491	04/15/2026	04092026	04/14/2026	CITY HALL RIBBON CUTTING - CATERING	100-82-5723	Event/Program Costs	2,146.73	
							Vendor 10494 - DAYNA WACHMAN Total:	2,146.73
Vendor: 8268 - ELECTRA-MEDIA INC								
105492	04/15/2026	19155	04/06/2026	DIGITAL BILLBOARD ADVERTISING & SVCS: MAY 2026	100-47-5400	Contract Services - General	3,053.20	
							Vendor 8268 - ELECTRA-MEDIA INC Total:	3,053.20
Vendor: 9277 - ERIKA SEGURA ROMERO								
121402	04/16/2026	ChC - 554	03/18/2026	LIBRARY PROGRAM: SOUND BATH - 3/30/26	100-81-5723	Event/Program Costs	375.00	
							Vendor 9277 - ERIKA SEGURA ROMERO Total:	375.00
Vendor: 1121 - EWING IRRIGATION PRODUCTS INC.								
APA000016	04/16/2026	29132119	02/17/2026	RETURN CREDIT	100-95-5740	General Supplies	-30.42	
APA000016	04/16/2026	29361514	03/10/2026	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	424.34	
							Vendor 1121 - EWING IRRIGATION PRODUCTS INC. Total:	393.92
Vendor: 5121 - FERGUSON ENTERPRISES INC. #1350								
105493	04/15/2026	6134363-2	03/11/2026	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	762.48	
105493	04/15/2026	6157719-1	03/11/2026	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	833.20	
105493	04/15/2026	6268506	04/06/2026	CITY HALL RENO SUPPLIES	400-40-5896	Facilities Capital Improvement	39.71	
							Vendor 5121 - FERGUSON ENTERPRISES INC. #1350 Total:	1,635.39
Vendor: 5303 - FRONTIER								
DFT0016699	04/14/2026	9331-031926	03/19/2026	FRONTIER SVCS: MAR 2026	100-51-5511	Telephone/Internet	946.07	
DFT0016701	04/13/2026	1920-031726	03/17/2026	FRONTIER SVCS: MAR 2026	100-51-5511	Telephone/Internet	1,003.52	
DFT0016713	04/14/2026	03192026-PD	03/19/2026	FRONTIER SVCS: MAR 2026	100-51-5511	Telephone/Internet	3,643.05	
DFT0016714	04/14/2026	03192026-PW	03/19/2026	FRONTIER SVCS: MAR 2026	100-51-5511	Telephone/Internet	202.75	
DFT0016714	04/14/2026	03192026-PW	03/19/2026	FRONTIER SVCS: MAR 2026	500-40-5511	Telephone/Data	1,648.08	
DFT0016715	04/21/2026	0259-032526	03/25/2026	FRONTIER SVCS: MAR 2026	100-74-5511	Telephone	530.00	
DFT0016716	04/15/2026	1887-032126	03/21/2026	FRONTIER SVCS: MAR 2026	100-74-5511	Telephone	702.42	
DFT0016717	04/14/2026	7290-032026	03/20/2026	FRONTIER SVCS: MAR 2026	100-51-5511	Telephone/Internet	485.14	
DFT0016724	04/22/2026	9470-032826	03/28/2026	FRONTIER SVCS: APR 2026	100-51-5511	Telephone/Internet	362.48	
DFT0016892	04/13/2026	0842-031726	03/17/2026	FRONTIER SVCS: MAR 2026	100-51-5511	Telephone/Internet	519.32	
DFT0016892	04/13/2026	0842-031726	03/17/2026	FRONTIER SVCS: MAR 2026	500-40-5511	Telephone/Data	2,062.32	
							Vendor 5303 - FRONTIER Total:	12,105.15

Warrant Register							Payment Dates: 4/11/2026 - 4/24/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount	
Vendor: 1194 - GRAINGER								
105494	04/15/2026	9862451052	03/31/2026	CITY HALL RENO SUPPLIES	400-40-5896	Facilities Capital Improvement	129.29	
105494	04/15/2026	9867290364	04/03/2026	CITY HALL RENO SUPPLIES	400-40-5896	Facilities Capital Improvement	80.23	
							Vendor 1194 - GRAINGER Total:	209.52
Vendor: 10378 - GREETINGS TOUR INC								
121403	04/16/2026	100	02/01/2026	HILLBROOK PARK WALL ART MURAL PROJECT	400-40-5895	Park Capital Improvements	650.00	
121403	04/16/2026	1357	02/15/2026	HILLBROOK PARK WALL MURAL ART PROJECT	400-40-5895	Park Capital Improvements	30,000.00	
							Vendor 10378 - GREETINGS TOUR INC Total:	30,650.00
Vendor: 0189 - HERITAGE PRESS								
APA000017	04/16/2026	17597	11/24/2025	PRINTING SVCS: REGISTRATION	100-75-5740	General Supplies	550.29	
							Vendor 0189 - HERITAGE PRESS Total:	550.29
Vendor: 9215 - HYDRANAUTICS								
APA000018	04/16/2026	63627	03/30/2026	WELL 9 MEMBRANE REPLACEMENT	500-40-5840	Capital Outlay	128.69	
APA000018	04/16/2026	63627	03/30/2026	WELL 9 MEMBRANE REPLACEMENT	500-40-5840	Capital Outlay	30,477.05	
							Vendor 9215 - HYDRANAUTICS Total:	30,605.74
Vendor: 8818 - INFINITY TECHNOLOGIES								
105495	04/15/2026	5023	02/10/2026	CITY HALL RENOVATION - TEMPORARY WORKSTATIONS	400-40-5896	Facilities Capital Improvement	1,275.00	
							Vendor 8818 - INFINITY TECHNOLOGIES Total:	1,275.00
Vendor: 4316 - JOHNSTONE SUPPLY								
APA000019	04/16/2026	3127047	04/02/2026	CITY HALL RENO SUPPLIES	400-40-5896	Facilities Capital Improvement	201.39	
APA000019	04/16/2026	3127068	04/02/2026	CITY HALL RENO SUPPLIES	400-40-5896	Facilities Capital Improvement	85.14	
							Vendor 4316 - JOHNSTONE SUPPLY Total:	286.53
Vendor: 10357 - JONATHAN PENA								
121405	04/16/2026	02072026	02/07/2026	TRAFFIC COLLISION INVESTIGATION TRAINING	100-72-5320	Travel & Training	239.00	
							Vendor 10357 - JONATHAN PENA Total:	239.00
Vendor: 10394 - KAITLYN CORCORAN								
121406	04/16/2026	02192026	02/19/2026	PUBLIC SAFETY DISPATCHER TRAINING: JAN 2026	100-75-5320	Travel & Training	711.10	
							Vendor 10394 - KAITLYN CORCORAN Total:	711.10
Vendor: 9133 - KELLY GILLASPY								
121407	04/16/2026	0006	12/13/2025	LIBRARY: HISTORY ROOM EXHIBIT	100-81-5400	Contract Services - General	2,017.44	
							Vendor 9133 - KELLY GILLASPY Total:	2,017.44

Warrant Register							Payment Dates: 4/11/2026 - 4/24/2026
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 9158 - KICK IT UP KIDZ LLC							
APA000020	04/16/2026	20087	04/01/2026	FITNESS INSTRUCTOR: ZUMBA - APR 2026	100-82-5723	Event/Program Costs	80.00
Vendor 9158 - KICK IT UP KIDZ LLC Total:							80.00
Vendor: 8790 - L.N. CURTIS AND SONS							
APA000021	04/16/2026	INV1054469	03/31/2026	UNIFORMS	100-72-5730	Uniforms	122.05
APA000021	04/16/2026	INV1054781	03/31/2026	UNIFORMS	100-72-5730	Uniforms	1,057.48
APA000021	04/16/2026	INV1056069	04/06/2026	UNIFORMS	100-72-5730	Uniforms	111.00
Vendor 8790 - L.N. CURTIS AND SONS Total:							1,290.53
Vendor: 0655 - LA COUNTY SHERIFF'S DEPARTMENT							
APA000022	04/16/2026	262171BL	03/13/2026	INMATE MEAL SERVICE: FEB 2026	100-75-5721	Special Department Supplies	158.50
Vendor 0655 - LA COUNTY SHERIFF'S DEPARTMENT Total:							158.50
Vendor: 9466 - LBG EXPRESS CAR WASH, LLC							
APA000023	04/16/2026	928	03/31/2026	CITYWIDE CAR WASH: MAR 2026	601-40-5540	Vehicle Maintenance	164.00
Vendor 9466 - LBG EXPRESS CAR WASH, LLC Total:							164.00
Vendor: 0496 - LINDE GAS & EQUIPMENT INC							
APA000024	04/16/2026	55620191	03/22/2026	WATER DEPT RENTAL: 2/20 - 3/20/26	500-40-5552	Rental/Lease of Equipment	168.48
Vendor 0496 - LINDE GAS & EQUIPMENT INC Total:							168.48
Vendor: 2902 - LONG BEACH WATER DEPARTMENT							
APA000025	04/16/2026	54036	03/31/2026	RESERVOIR PARK RECLAIMED WATER: 02/18 - 03/17/26	100-94-5512	Utility Services	517.72
Vendor 2902 - LONG BEACH WATER DEPARTMENT Total:							517.72
Vendor: 1545 - LOOMIS							
APA000026	04/16/2026	13941984	03/31/2026	ARMORED CAR SVCS: APR 2026	100-51-5435	Banking Services	247.70
APA000026	04/16/2026	13941984	03/31/2026	ARMORED CAR SVCS: APR 2026	500-45-5420	Professional Services	247.70
Vendor 1545 - LOOMIS Total:							495.40
Vendor: 0230 - M. HARA LAWNMOWER CENTER							
105496	04/15/2026	49661	03/10/2026	PW SUPPLIES	100-92-5740	General Supplies	37.52
105496	04/15/2026	49671	03/11/2026	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	309.39
105496	04/15/2026	49703	03/18/2026	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	117.41
105496	04/15/2026	49721	03/25/2026	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	59.65
Vendor 0230 - M. HARA LAWNMOWER CENTER Total:							523.97
Vendor: 10363 - MARCELLA BARRAZA							
121408	04/16/2026	02192026	02/19/2026	PUBLIC SAFETY DISPATCH TRAINING: JAN 2026	100-75-5320	Travel & Training	647.30
Vendor 10363 - MARCELLA BARRAZA Total:							647.30

Warrant Register							Payment Dates: 4/11/2026 - 4/24/2026
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 8821 - MARIPOSA LANDSCAPES, INC.							
105497	04/15/2026	118154R	01/31/2026	CITYWIDE LANDSCAPE MAINT SVCS: JAN 2026	100-47-5400	Contract Services - General	3,436.90
105497	04/15/2026	118154R	01/31/2026	CITYWIDE LANDSCAPE MAINT SVCS: JAN 2026	100-94-5530	Lawn Care Services	45,643.24
105497	04/15/2026	118355	02/12/2026	LANDSCAPE MAINT SVCS: EXTRA WORK - HERITAGE PARK	100-94-5530	Lawn Care Services	560.00
105497	04/15/2026	118616	02/28/2026	CITYWIDE LANDSCAPE MAINT SVCS: FEB 2026	100-47-5400	Contract Services - General	3,436.90
105497	04/15/2026	118616	02/28/2026	CITYWIDE LANDSCAPE MAINT SVCS: FEB 2026	100-94-5530	Lawn Care Services	45,643.24
105497	04/15/2026	119127	03/31/2026	CITYWIDE LANDSCAPE MAINT SVCS: MAR 2026	100-47-5400	Contract Services - General	3,436.90
105497	04/15/2026	119127	03/31/2026	CITYWIDE LANDSCAPE MAINT SVCS: MAR 2026	100-94-5530	Lawn Care Services	45,643.24
Vendor 8821 - MARIPOSA LANDSCAPES, INC. Total:							147,800.42
Vendor: 0498 - MEARN'S CONSULTING CORP							
105498	04/15/2026	26900-3308 LEMON	03/13/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	305.00
105498	04/15/2026	26900-3308 LEMON	03/13/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	61.00
105498	04/15/2026	26900-3308 LEMON	03/13/2026	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-61.00
Vendor 0498 - MEARN'S CONSULTING CORP Total:							305.00
Vendor: 5673 - MEDICO PROFESSIONAL LINEN SERVICE							
105499	04/15/2026	21420374	04/08/2026	SHPD SUPPLIES	100-75-5721	Special Department Supplies	122.98
Vendor 5673 - MEDICO PROFESSIONAL LINEN SERVICE Total:							122.98
Vendor: 9794 - MICHAEL PEREZ							
APA000027	04/16/2026	5525	11/17/2025	SIGNAGE: CITY HALL SIGNS	100-45-5630	Media Services	40.33
APA000027	04/16/2026	5526	11/17/2025	SIGNAGE: CITY HALL SIGNS	100-45-5630	Media Services	40.33
APA000027	04/16/2026	5601	02/09/2026	SIGNAGE: CITY COUNCIL MEETING	100-45-5630	Media Services	177.73
APA000027	04/16/2026	5601	02/09/2026	SIGNAGE: CITY COUNCIL MEETING	100-82-5723	Event/Program Costs	72.00
APA000027	04/16/2026	5667	04/02/2026	SIGNAGE: SPRING FEST	100-82-5723	Event/Program Costs	556.92
Vendor 9794 - MICHAEL PEREZ Total:							887.31
Vendor: 10380 - MOON VALLEY NURSERY OF CA, INC							
APA000028	04/16/2026	320261	03/20/2026	STREET TREE PROCUREMENT	400-40-5894	Street Capital Improvements	21,326.50
Vendor 10380 - MOON VALLEY NURSERY OF CA, INC Total:							21,326.50

Warrant Register							Payment Dates: 4/11/2026 - 4/24/2026
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 4862 - NAPA AUTO PARTS							
APA000029	04/16/2026	573656	04/06/2026	VEHICLE MAINT	601-40-5540	Vehicle Maintenance	5.03
APA000029	04/16/2026	573728	04/06/2026	VEHICLE MAINT: BATTERY	601-40-5540	Vehicle Maintenance	162.53
Vendor 4862 - NAPA AUTO PARTS Total:							167.56
Vendor: 5672 - NORTHSTAR CHEMICAL							
105500	04/15/2026	336853	03/31/2026	WATER DEPT SUPPLIES	500-40-5721	Special Department Supplies	1,829.59
Vendor 5672 - NORTHSTAR CHEMICAL Total:							1,829.59
Vendor: 10069 - OAK HOLLOW RESTORATION							
APA000030	04/16/2026	25006-003	02/28/2026	CH RENOVATION: WINDOW REPLACEMENT - FEB 2026	400-21150	Retention Payable	-7,034.97
APA000030	04/16/2026	25006-003	02/28/2026	CH RENOVATION: WINDOW REPLACEMENT - FEB 2026	400-40-5896	Facilities Capital Improvement	140,699.42
Vendor 10069 - OAK HOLLOW RESTORATION Total:							133,664.45
Vendor: 4738 - OCEAN BLUE ENVIRONMENTAL SERVICES, INC.							
105501	04/15/2026	42291	01/26/2026	ON-CALL SVCS: WASTE MANAGEMENT - DEC 2025	100-93-5400	Contract Services - General	6,287.09
105501	04/15/2026	42337	01/05/2026	PROFESSIONAL SVCS: SPILL CLEAN UP - DEC 2025	100-93-5400	Contract Services - General	1,532.63
Vendor 4738 - OCEAN BLUE ENVIRONMENTAL SERVICES, INC. Total:							7,819.72
Vendor: 0170 - OFFICE DEPOT							
105502	04/15/2026	459740911001	03/09/2026	OFFICE SUPPLIES: PW	100-92-5740	General Supplies	14.51
105502	04/15/2026	459742452001	03/09/2026	OFFICE SUPPLIES: PW	100-92-5740	General Supplies	36.08
DFT0016829	04/15/2026	EDA-041526	04/15/2026	OFFICE DEPOT EDA: JUL - DEC 2025	100-31-4131	Contra Sales Tax Agreements	351,591.00
Vendor 0170 - OFFICE DEPOT Total:							351,641.59
Vendor: 8819 - PARKWOOD LANDSCAPE MAINTENANCE, INC.							
APA000031	04/16/2026	110736	01/31/2026	LLMD LANDSCAPE MAINT: JAN 2026	260-40-5530	Lawn Care Services	2,706.00
APA000031	04/16/2026	110856	02/28/2026	LLMD LANDSCAPE MAINT: FEB 2026	260-40-5530	Lawn Care Services	2,706.00
APA000031	04/16/2026	110986	03/31/2026	LLMD LANDSCAPE MAINT: MAR 2026	260-40-5530	Lawn Care Services	2,706.00
Vendor 8819 - PARKWOOD LANDSCAPE MAINTENANCE, INC. Total:							8,118.00
Vendor: 0258 - PCI							
APA000032	04/16/2026	12913C-01	03/27/2026	CRESCENT HTS STRIPING CORRECTIONS	100-95-5582	Public Right of Way Maintan...	7,800.00
Vendor 0258 - PCI Total:							7,800.00
Vendor: 9411 - PERRIS FENCE & SUPPLY, INC							
APA000033	04/16/2026	22767	01/30/2026	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	2,394.09
Vendor 9411 - PERRIS FENCE & SUPPLY, INC Total:							2,394.09

Warrant Register						Payment Dates: 4/11/2026 - 4/24/2026	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC							
DFT0016924	04/14/2026	3107734125	03/13/2026	EQUIPMENT PROP TAX	100-51-5552	Rental/Lease of Equipment	47.40
Vendor 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC Total:							47.40
Vendor: 1236 - PLATT SECURITY SYSTEMS INC							
105503	04/15/2026	49665	03/27/2026	KEY FOBS (10)	100-81-5740	General Supplies	166.13
105503	04/15/2026	49712	04/01/2026	ALARM MONITORING: 05/01 - 07/31/26	100-92-5400	Contract Services - General	165.00
Vendor 1236 - PLATT SECURITY SYSTEMS INC Total:							331.13
Vendor: 1841 - PROJECT PARTNERS INC							
APA000034	04/16/2026	28559	03/04/2026	WATER QUALITY COORDINATOR SVCS: FEB 2026	500-40-5423	Engineering Services	2,750.00
Vendor 1841 - PROJECT PARTNERS INC Total:							2,750.00
Vendor: 0992 - RUSSELL ROBINETT							
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	6,125.08
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	642.33
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	671.67
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	716.42
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	955.25
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	956.83
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	23,441.67
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	1,313.42
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	958.00
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	3,681.67
105504	04/15/2026	04162026	04/16/2026	RENT PAYMENTS: MAY 2026	100-47-5551	Rental of Land & Buildings Exp	3,441.67
Vendor 0992 - RUSSELL ROBINETT Total:							42,904.01
Vendor: 9801 - SELS USA LLC							
105505	04/15/2026	10622098	01/19/2026	BUS SHELTER SUPPLIES - SOLAR LIGHT POST	202-40-5400	Contract Services - General	1,825.00
Vendor 9801 - SELS USA LLC Total:							1,825.00
Vendor: 5029 - SHANIKA TAYLOR							
121410	04/16/2026	02262026B	02/26/2026	EFFECTIVE DE-ESCALATION TRAINING	100-75-5320	Travel & Training	8.00
Vendor 5029 - SHANIKA TAYLOR Total:							8.00
Vendor: 0118 - SHELTERCLEAN SERVICES INC							
105506	04/15/2026	SI-004131	02/28/2026	SHELTER/BUS STOP MAINT: FEB 2026	202-40-5400	Contract Services - General	968.24
Vendor 0118 - SHELTERCLEAN SERVICES INC Total:							968.24
Vendor: 0446 - SIGNAL HILL EMPLOYEES ASSOC							
105482	04/13/2026	INV0017348	04/09/2026	Signal Hill Employees Assn	100-21555	SHEA Union Dues Deductions...	990.00
Vendor 0446 - SIGNAL HILL EMPLOYEES ASSOC Total:							990.00

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount	
Vendor: 0447 - SIGNAL HILL POLICE OFFICERS								
105483	04/13/2026	INV0017346	04/09/2026	Police Officer Assn Dues	100-21550	POA Union Dues Deductions ...	1,584.00	
							Vendor 0447 - SIGNAL HILL POLICE OFFICERS Total:	
							1,584.00	
Vendor: 4432 - SIGNAL HILL,CITY OF								
105484	04/13/2026	INV0017316	04/09/2026	Child Care	100-21538	Flex Spending Payable	458.34	
105484	04/13/2026	INV0017317	04/09/2026	Flex Spending	100-21538	Flex Spending Payable	1,508.32	
							Vendor 4432 - SIGNAL HILL,CITY OF Total:	
							1,966.66	
Vendor: 0460 - SMITH PAINT								
105507	04/15/2026	971831	04/06/2026	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	19.23	
							Vendor 0460 - SMITH PAINT Total:	
							19.23	
Vendor: 0464 - SOUTHERN CALIFORNIA EDISON								
DFT0016742	04/14/2026	04012026-BULK	04/01/2026	ELECTRIC SVC: MAR 2026	100-47-5512	Utility Services	2,245.90	
DFT0016742	04/14/2026	04012026-BULK	04/01/2026	ELECTRIC SVC: MAR 2026	100-92-5512	Utility Services	12,913.48	
DFT0016742	04/14/2026	04012026-BULK	04/01/2026	ELECTRIC SVC: MAR 2026	100-95-5510	Electricity	922.62	
DFT0016742	04/14/2026	04012026-BULK	04/01/2026	ELECTRIC SVC: MAR 2026	100-95-5512	Utility Services	87.65	
DFT0016742	04/14/2026	04012026-BULK	04/01/2026	ELECTRIC SVC: MAR 2026	500-40-5512	Utility Services	2,345.62	
DFT0016743	04/14/2026	1255-040126	04/01/2026	ELECTRIC SVCS: MAR 2026	100-92-5512	Utility Services	509.26	
							Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:	
							19,024.53	
Vendor: 8578 - SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP								
APA000035	04/16/2026	9002642082	03/23/2026	OCCUPATIONAL HEALTH & SAFETY SVCS: THRU 02.29.26	100-46-5425	Medical Services	602.00	
							Vendor 8578 - SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP Total:	
							602.00	
Vendor: 1658 - SPECTRUM BUSINESS CENTERS								
DFT0016737	04/20/2026	4301-040126	04/01/2026	PD WAN ETHERNET: APR 2026	100-75-5511	Telephone/Data	791.68	
DFT0016738	04/17/2026	9201-040126	04/01/2026	CH DEDICATED FIBER LINE: APR 2026	100-51-5511	Telephone/Internet	1,788.84	
DFT0016739	04/17/2026	6501-040126	04/01/2026	CITY YARD WAN ETHERNET: APR 2026	100-92-5511	Telephone/Data	728.84	
							Vendor 1658 - SPECTRUM BUSINESS CENTERS Total:	
							3,309.36	
Vendor: 0474 - STANDARD INSURANCE COMPANY								
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-41-5276	Life Insurance Benefit	12.10	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-44-5276	Life Insurance Benefit	104.65	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-45-5276	Life Insurance Benefit	44.67	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-51-5270	Other Employee Benefits	-0.07	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-53-5276	Life Insurance Benefit	204.27	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-61-5276	Life Insurance Benefit	136.85	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-72-5276	Life Insurance Benefit	177.10	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-73-5276	Life Insurance Benefit	40.25	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-74-5276	Life Insurance Benefit	209.30	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-75-5276	Life Insurance Benefit	40.25	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-75-5276	Life Insurance Benefit	8.05	
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-76-5276	Life Insurance Benefit	24.15	

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-81-5276	Life Insurance Benefit	16.10
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-82-5276	Life Insurance Benefit	128.80
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-83-5276	Life Insurance Benefit	24.15
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-91-5276	Life Insurance Benefit	169.05
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-92-5276	Life Insurance Benefit	64.40
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	100-95-5276	Life Insurance Benefit	80.50
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	500-40-5276	Life Insurance Benefit	32.20
DFT0016827	04/15/2026	INV0017436	04/15/2026	Life and AD&D Insurance	601-40-5276	Life Insurance Benefit	8.05
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-41-5270	Other Employee Benefits	1.25
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-44-5270	Other Employee Benefits	123.63
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-45-5270	Other Employee Benefits	42.25
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-51-5270	Other Employee Benefits	-0.14
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-53-5270	Other Employee Benefits	254.88
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-61-5270	Other Employee Benefits	299.96
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-72-5270	Other Employee Benefits	153.97
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-73-5270	Other Employee Benefits	36.63
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-74-5270	Other Employee Benefits	222.23
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-75-5270	Other Employee Benefits	185.70
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-75-5270	Other Employee Benefits	45.40
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-76-5270	Other Employee Benefits	104.19
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-81-5270	Other Employee Benefits	80.66
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-82-5270	Other Employee Benefits	236.24
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-83-5270	Other Employee Benefits	94.49
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-91-5270	Other Employee Benefits	265.86
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-92-5270	Other Employee Benefits	121.55
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	100-95-5270	Other Employee Benefits	307.61
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	500-40-5270	Other Employee Benefits	133.09
DFT0016828	04/15/2026	INV0017437	04/15/2026	STD/LTD/EAP	601-40-5270	Other Employee Benefits	45.40
Vendor 0474 - STANDARD INSURANCE COMPANY Total:							4,279.67
Vendor: 3130 - STEAMX LLC							
105508	04/15/2026	75231	03/31/2026	FLEET DEPT SUPPLIES	601-40-5740	General Supplies	158.08
Vendor 3130 - STEAMX LLC Total:							158.08
Vendor: 5227 - STUDIO SPECTRUM							
105509	04/15/2026	193480	04/01/2026	COUNCIL CHAMBER A/V IMPROVEMENT PROJECT: MAR 2026	100-43-5400	Contract Services - General	1,500.00
Vendor 5227 - STUDIO SPECTRUM Total:							1,500.00
Vendor: 5424 - TAYLOR BYRD							
121411	04/16/2026	02192026	02/19/2026	ASSAULT TRAINING REIMBURSEMENT	100-73-5320	Travel & Training	228.00
121411	04/16/2026	07072026	02/07/2026	VEH INVESTIGATION TRAINING	100-73-5320	Travel & Training	16.00
Vendor 5424 - TAYLOR BYRD Total:							244.00

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 10392 - TERRA BELLA NURSERY, INC							
APA000036	04/16/2026	6082346	02/17/2026	STREET TREE PROCUREMENT	400-40-5894	Street Capital Improvements	4,305.26
Vendor 10392 - TERRA BELLA NURSERY, INC Total:							4,305.26
Vendor: 5643 - THIRKETTLE CORP							
APA000037	04/16/2026	INV0112901	03/05/2026	WATER METERS	500-40-5560	Repair & Maintenance Servic...	14,880.06
Vendor 5643 - THIRKETTLE CORP Total:							14,880.06
Vendor: 1723 - TRAFFIC MANAGEMENT INC							
APA000038	04/16/2026	06-121930	03/04/2026	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	364.66
APA000038	04/16/2026	06-122406	03/24/2026	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	1,878.50
Vendor 1723 - TRAFFIC MANAGEMENT INC Total:							2,243.16
Vendor: 9866 - TURBO DATA SYSTEMS, INC							
APA000039	04/16/2026	47695	12/31/2025	PARKING CITATION & DATA PROCESSING SVCS	100-76-5400	Contract Services - General	1,254.55
Vendor 9866 - TURBO DATA SYSTEMS, INC Total:							1,254.55
Vendor: 6826 - U.S. BANK - INVESTMENTS							
105510	04/15/2026	8119987	03/25/2026	TRUSTEE FEES: SA BONDS - 03/01/26 - 02/28/27	801-40-5420	Professional Services	10,125.00
Vendor 6826 - U.S. BANK - INVESTMENTS Total:							10,125.00
Vendor: 0801 - U.S. BANK - PARS							
105485	04/13/2026	INV0017326	04/09/2026	PARS Contributions	100-21514	Part-time Employee PARS Pa...	1,862.40
Vendor 0801 - U.S. BANK - PARS Total:							1,862.40
Vendor: 0122 - ULINE							
APA000040	04/16/2026	206288072	04/03/2026	CITY HALL RENO SUPPLIES	400-40-5896	Facilities Capital Improvement	824.58
APA000040	04/16/2026	206361480	04/06/2026	CITY HALL RENO SUPPLIES	400-40-5896	Facilities Capital Improvement	329.20
Vendor 0122 - ULINE Total:							1,153.78
Vendor: 0497 - UNDERGROUND SERVICE ALERT							
APA000041	04/16/2026	25-263385	04/01/2026	CA STATE REGULATORY COSTS: APR 2026	500-40-5400	Contract Services - General	54.59
APA000041	04/16/2026	320260704	04/01/2026	MONTHLY DATABASE MAINT: APR 2026	500-40-5400	Contract Services - General	212.10
Vendor 0497 - UNDERGROUND SERVICE ALERT Total:							266.69
Vendor: 0237 - UNIVERSITY TROPHIES							
105511	04/15/2026	74530	02/23/2026	YOUTH SPORTS AWARDS	100-83-5723	Event/Program Costs	256.36
Vendor 0237 - UNIVERSITY TROPHIES Total:							256.36
Vendor: 5452 - US TREASURY							
DFT0016888	04/23/2026	INV0017541	04/23/2026	Social Security	100-21510	FICA Taxes Payable	34,734.90
DFT0016889	04/23/2026	INV0017542	04/23/2026	Medicare	100-21511	Medicare Taxes Payable	15,993.16
DFT0016891	04/23/2026	INV0017544	04/23/2026	Federal Income Tax Withholding	100-21512	US Withholding Taxes Payable	63,293.85
DFT0016895	04/23/2026	INV0017548	04/23/2026	Social Security	100-21510	FICA Taxes Payable	484.60
DFT0016896	04/23/2026	INV0017549	04/23/2026	Medicare	100-21511	Medicare Taxes Payable	113.34

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0016898	04/23/2026	INV0017551	04/23/2026	Federal Income Tax Withholding	100-21512	US Withholding Taxes Payable	520.17
Vendor 5452 - US TREASURY Total:							115,140.02
Vendor: 0013 - VERIZON WIRELESS							
DFT0016918	04/15/2026	59-003-032526	03/25/2026	PW PHONE LINES 2.26 - 3.25.26	100-91-5511	Telephone	222.51
DFT0016918	04/15/2026	59-003-032526	03/25/2026	PW PHONE LINES 2.26 - 3.25.26	100-92-5511	Telephone/Data	211.87
DFT0016918	04/15/2026	59-003-032526	03/25/2026	PW PHONE LINES 2.26 - 3.25.26	100-94-5511	Telephone/Data	76.74
DFT0016918	04/15/2026	59-003-032526	03/25/2026	PW PHONE LINES 2.26 - 3.25.26	100-95-5511	Telephone/Data	191.85
DFT0016918	04/15/2026	59-003-032526	03/25/2026	PW PHONE LINES 2.26 - 3.25.26	500-40-5511	Telephone/Data	383.70
DFT0016918	04/15/2026	59-003-032526	03/25/2026	PW PHONE LINES 2.26 - 3.25.26	601-40-5511	Telephone	38.37
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-41-5511	Telephone	38.37
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-43-5511	Telephone/Data	49.01
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-47-5511	Telephone/Data	-22.62
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-61-5511	Telephone/Data	20.02
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-62-5511	Telephone/Data	58.39
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-72-5511	Telephone	997.62
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-73-5511	Telephone	115.11
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-74-5511	Telephone	191.85
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-77-5511	Telephone	76.74
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	100-83-5511	Telephone	78.41
DFT0016919	04/15/2026	59-002-032526	03/25/2026	ADMIN/CD/PD/PRL/PW PHONE LINES 2.26 - 3.25.26	500-40-5511	Telephone/Data	20.02
DFT0016920	04/15/2026	59-007-032526	03/25/2026	CD PHONE LINES 2.26 - 3.25.26	100-63-5511	Telephone/Data	19.17
DFT0016920	04/15/2026	59-007-032526	03/25/2026	CD PHONE LINES 2.26 - 3.25.26	100-64-5511	Telephone/Data	19.17
DFT0016921	04/15/2026	59-004-032526	03/25/2026	PRL/PW PHONE LINES 2.26 - 3.25.26	100-83-5511	Telephone	270.23
DFT0016921	04/15/2026	59-004-032526	03/25/2026	PRL/PW PHONE LINES 2.26 - 3.25.26	100-92-5511	Telephone/Data	115.11

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DFT0016922	04/15/2026	59-001-032526	03/25/2026	ADMIN PHONE LINES 2.26 - 3.25.26	100-41-5511	Telephone	76.74
DFT0016922	04/15/2026	59-001-032526	03/25/2026	ADMIN PHONE LINES 2.26 - 3.25.26	100-44-5511	Telephone	126.85
DFT0016923	04/20/2026	8327-01-040126	04/01/2026	CD/PD PHONE LINES 3.2 - 4.1.26	100-63-5511	Telephone/Data	20.01
DFT0016923	04/20/2026	8327-01-040126	04/01/2026	CD/PD PHONE LINES 3.2 - 4.1.26	100-64-5511	Telephone/Data	20.00
DFT0016923	04/20/2026	8327-01-040126	04/01/2026	CD/PD PHONE LINES 3.2 - 4.1.26	100-72-5511	Telephone	38.01
DFT0016923	04/20/2026	8327-01-040126	04/01/2026	CD/PD PHONE LINES 3.2 - 4.1.26	100-73-5511	Telephone	478.22
Vendor 0013 - VERIZON WIRELESS Total:							3,931.47
Vendor: 8896 - VITAL RECORDS CONTROL							
105512	04/15/2026	5621997	10/31/2025	SHREDDING SVCS: OCT 2025	100-76-5400	Contract Services - General	663.85
105512	04/15/2026	6175146	03/31/2026	OFFSITE STORAGE SVCS: MAR 2026	100-43-5420	Professional Services	183.01
105512	04/15/2026	6249134	03/31/2026	SHREDDING SVCS: MAR 2026	100-76-5400	Contract Services - General	631.21
Vendor 8896 - VITAL RECORDS CONTROL Total:							1,478.07
Vendor: 5703 - VOYA 401A PLAN 664281							
DFT0016831	04/23/2026	INV0017474	04/23/2026	401A	100-21570	Deferred Compensation Ded...	1,445.11
DFT0016832	04/23/2026	INV0017475	04/23/2026	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							
DFT0016833	04/23/2026	INV0017476	04/23/2026	457	100-21570	Deferred Compensation Ded...	1,601.13
DFT0016834	04/23/2026	INV0017477	04/23/2026	457	100-21570	Deferred Compensation Ded...	9,196.85
DFT0016835	04/23/2026	INV0017478	04/23/2026	457 Benefit	100-21570	Deferred Compensation Ded...	9,404.16
DFT0016836	04/23/2026	INV0017479	04/23/2026	457	100-21570	Deferred Compensation Ded...	500.00
DFT0016837	04/23/2026	INV0017480	04/23/2026	457 ROTH	100-21570	Deferred Compensation Ded...	2,147.31
DFT0016838	04/23/2026	INV0017481	04/23/2026	457 ROTH	100-21570	Deferred Compensation Ded...	213.41
Vendor 5704 - VOYA 457 PLAN 664280 Total:							23,062.86
Vendor: 8327 - W. A. RASIC COMPANY, INC.							
APA000042	04/16/2026	346098	09/19/2025	PROFESSIONAL SVCS: 2135 OHIO AVE	500-40-5560	Repair & Maintenance Servic...	6,746.40
Vendor 8327 - W. A. RASIC COMPANY, INC. Total:							6,746.40
Vendor: 1316 - WATER REPLENISHMENT DISTRICT							
105513	04/15/2026	02282026	02/28/2026	GROUNDWATER REPLENISHMENT: FEB 2026	500-40-5780	Water Supply Costs	1,112.30
105513	04/15/2026	2026-12	04/01/2026	WELL 10 LOAN PAYMENT #12	500-26200	Long Term Payable	34,883.72
Vendor 1316 - WATER REPLENISHMENT DISTRICT Total:							35,996.02

Warrant Register							Payment Dates: 4/11/2026 - 4/24/2026
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0276 - WAXIE SANITARY SUPPLY							
105514	04/15/2026	83852410	03/27/2026	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	1,765.29
Vendor 0276 - WAXIE SANITARY SUPPLY Total:							1,765.29
Vendor: 5161 - WECK LABORATORIES							
APA000043	04/16/2026	W6C1880	03/26/2026	WATER ANALYSIS	500-40-5400	Contract Services - General	116.00
APA000043	04/16/2026	W6C2081	03/30/2026	WATER ANALYSIS	500-40-5400	Contract Services - General	340.00
APA000043	04/16/2026	W6C2082	03/30/2026	WATER ANALYSIS	500-40-5400	Contract Services - General	116.00
APA000043	04/16/2026	W6C2149	03/31/2026	WATER ANALYSIS	500-40-5400	Contract Services - General	424.00
Vendor 5161 - WECK LABORATORIES Total:							996.00
Vendor: 5256 - WESTOVER CONTROLS CORPORATION							
121412	04/16/2026	1051-1	02/18/2026	PD HVAC SYSTEM UPGRADE	100-92-5400	Contract Services - General	3,515.67
121412	04/16/2026	1051-1	02/18/2026	PD HVAC SYSTEM UPGRADE	400-21150	Retention Payable	-2,674.25
121412	04/16/2026	1051-1	02/18/2026	PD HVAC SYSTEM UPGRADE	400-40-5896	Facilities Capital Improvement	49,969.29
Vendor 5256 - WESTOVER CONTROLS CORPORATION Total:							50,810.71
Grand Total:							1,965,035.17

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	1,592,425.10
202 - Transportation	2,793.24
260 - Lighting and Landscape	8,618.36
400 - Capital Improvement	245,604.82
500 - Water Operations Fund	101,721.16
601 - Vehicle and Equipment	3,747.49
801 - RDA Obligation Retirement Fund	10,125.00
Grand Total:	1,965,035.17

Account Summary

Account Number	Account Name	Payment Amount
100-13001	Accrued Accounts Recei...	305.26
100-21050	Accrued Liabilities Payab...	10.00
100-21510	FICA Taxes Payable	35,219.50
100-21511	Medicare Taxes Payable	16,106.50
100-21512	US Withholding Taxes Pa...	63,814.02
100-21513	State Withholding Taxes...	26,459.47
100-21514	Part-time Employee PAR...	1,862.40
100-21520	PERS - City Paid	91,285.64
100-21525	OPEB Employee Paid W/...	6,404.44
100-21538	Flex Spending Payable	1,966.66
100-21550	POA Union Dues Deduct...	1,584.00
100-21555	SHEA Union Dues Deduct..	990.00
100-21570	Deferred Compensation...	25,629.74
100-21580	CA State Reimbursement...	781.38
100-23530	Deposits-Community De...	366.00
100-23550	Deposits-Community Ser...	124.00
100-31-4131	Contra Sales Tax Agree...	1,006,197.00
100-34-4600	Administrative Fee (CD)	-61.00
100-41-5270	Other Employee Benefits	1.25
100-41-5276	Life Insurance Benefit	12.10
100-41-5511	Telephone	115.11
100-41-5740	General Supplies	77.35
100-43-5400	Contract Services - Gene...	1,500.00
100-43-5420	Professional Services	183.01
100-43-5511	Telephone/Data	49.01
100-44-5270	Other Employee Benefits	123.63
100-44-5276	Life Insurance Benefit	104.65
100-44-5511	Telephone	126.85
100-45-5270	Other Employee Benefits	42.25

Account Summary

Account Number	Account Name	Payment Amount
100-45-5276	Life Insurance Benefit	44.67
100-45-5630	Media Services	258.39
100-46-5425	Medical Services	602.00
100-47-5400	Contract Services - Gene...	13,363.90
100-47-5511	Telephone/Data	-22.62
100-47-5512	Utility Services	2,275.52
100-47-5551	Rental of Land & Buildin...	42,904.01
100-51-5230	Retirement Contributions	-0.06
100-51-5270	Other Employee Benefits	-0.21
100-51-5435	Banking Services	247.70
100-51-5511	Telephone/Internet	8,951.17
100-51-5552	Rental/Lease of Equipm...	3,986.88
100-51-5710	Office Supplies	118.24
100-53-5270	Other Employee Benefits	254.88
100-53-5276	Life Insurance Benefit	204.27
100-61-5270	Other Employee Benefits	299.96
100-61-5276	Life Insurance Benefit	136.85
100-61-5511	Telephone/Data	20.02
100-62-5511	Telephone/Data	58.39
100-63-5511	Telephone/Data	39.18
100-64-5511	Telephone/Data	39.17
100-72-5270	Other Employee Benefits	153.97
100-72-5276	Life Insurance Benefit	177.10
100-72-5320	Travel & Training	239.00
100-72-5511	Telephone	1,035.63
100-72-5730	Uniforms	1,290.53
100-72-5740	General Supplies	80.67
100-73-5270	Other Employee Benefits	36.63
100-73-5276	Life Insurance Benefit	40.25
100-73-5320	Travel & Training	244.00
100-73-5511	Telephone	593.33
100-74-5270	Other Employee Benefits	222.23
100-74-5276	Life Insurance Benefit	209.30
100-74-5400	Contract Services - Gene...	6,251.68
100-74-5511	Telephone	1,424.27
100-75-5270	Other Employee Benefits	231.10
100-75-5276	Life Insurance Benefit	48.30
100-75-5320	Travel & Training	1,366.40
100-75-5511	Telephone/Data	791.68
100-75-5721	Special Department Supp..	281.48
100-75-5740	General Supplies	550.29
100-76-5270	Other Employee Benefits	104.19

Account Summary

Account Number	Account Name	Payment Amount
100-76-5276	Life Insurance Benefit	24.15
100-76-5400	Contract Services - Gene...	2,549.61
100-77-5511	Telephone	76.74
100-81-5270	Other Employee Benefits	80.66
100-81-5276	Life Insurance Benefit	16.10
100-81-5400	Contract Services - Gene...	2,017.44
100-81-5723	Event/Program Costs	375.00
100-81-5740	General Supplies	166.13
100-82-5270	Other Employee Benefits	236.24
100-82-5276	Life Insurance Benefit	128.80
100-82-5723	Event/Program Costs	9,416.52
100-83-5270	Other Employee Benefits	94.49
100-83-5276	Life Insurance Benefit	24.15
100-83-5511	Telephone	348.64
100-83-5723	Event/Program Costs	256.36
100-91-5270	Other Employee Benefits	265.86
100-91-5276	Life Insurance Benefit	169.05
100-91-5511	Telephone	222.51
100-92-5270	Other Employee Benefits	121.55
100-92-5276	Life Insurance Benefit	64.40
100-92-5400	Contract Services - Gene...	3,680.67
100-92-5511	Telephone/Data	1,055.82
100-92-5512	Utility Services	18,180.42
100-92-5521	Cleaning Services	975.00
100-92-5730	Uniforms	39.07
100-92-5740	General Supplies	3,935.53
100-93-5400	Contract Services - Gene...	7,819.72
100-94-5400	Contract Services - Gene...	2,740.25
100-94-5511	Telephone/Data	76.74
100-94-5512	Utility Services	13,664.73
100-94-5530	Lawn Care Services	137,489.72
100-94-5730	Uniforms	14.24
100-94-5740	General Supplies	19.23
100-95-5270	Other Employee Benefits	307.61
100-95-5276	Life Insurance Benefit	80.50
100-95-5510	Electricity	922.62
100-95-5511	Telephone/Data	191.85
100-95-5512	Utility Services	365.55
100-95-5552	Rental/Lease of Equipm...	318.30
100-95-5582	Public Right of Way Main...	7,800.00
100-95-5730	Uniforms	53.07
100-95-5740	General Supplies	5,505.50

Account Summary

Account Number	Account Name	Payment Amount
202-40-5400	Contract Services - Gene...	2,793.24
260-40-5512	Utility Services	500.36
260-40-5530	Lawn Care Services	8,118.00
400-21150	Retention Payable	-9,709.22
400-40-5894	Street Capital Improvem...	29,537.38
400-40-5895	Park Capital Improveme...	30,650.00
400-40-5896	Facilities Capital Improv...	195,126.66
500-26200	Long Term Payable	34,883.72
500-40-5270	Other Employee Benefits	133.09
500-40-5276	Life Insurance Benefit	32.20
500-40-5400	Contract Services - Gene...	1,262.69
500-40-5423	Engineering Services	2,750.00
500-40-5511	Telephone/Data	4,114.12
500-40-5512	Utility Services	2,935.29
500-40-5552	Rental/Lease of Equipm...	168.48
500-40-5560	Repair & Maintenance S...	21,626.46
500-40-5721	Special Department Supp..	1,829.59
500-40-5730	Uniforms	19.78
500-40-5780	Water Supply Costs	1,112.30
500-40-5840	Capital Outlay	30,605.74
500-45-5420	Professional Services	247.70
601-40-5270	Other Employee Benefits	45.40
601-40-5276	Life Insurance Benefit	8.05
601-40-5511	Telephone	38.37
601-40-5540	Vehicle Maintenance	2,918.18
601-40-5730	Uniforms	7.89
601-40-5740	General Supplies	158.08
601-40-5754	Fuel Purchases	571.52
801-40-5420	Professional Services	10,125.00
	Grand Total:	1,965,035.17

Project Account Summary

Project Account Key	Payment Amount
None	1,670,430.51
6239	366.00
80.25008.ARTR.125	30,650.00
800	556.92
806	256.36
816	4,381.87
818	825.00
827	2,146.73

Project Account Summary

Project Account Key	Payment Amount
839	152.00
90.19004.CCMPR.119	141,974.42
90.19004.LBR.111	3,182.95
90.25010.CIPR.113	1,268.54
90.25012.CIPG.240	28,268.84
90.25014.CIPR.113	49,969.29
95.21001	30,605.74
Grand Total:	1,965,035.17

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

5/12/2026

AGENDA ITEM

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

**FROM: CARLO TOMAINO
CITY MANAGER**

SUBJECT: APPROVAL OF MEETING MINUTES - APRIL 28, 2026 CITY COUNCIL MEETING

Summary:

Regular Meeting of April 28, 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 April 28, 2026 Regular City Council Meeting.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, CA 90755-3799

MEETING MINUTES City Council Regular Meeting April 28, 2026

A Regular Meeting of the Signal Hill City Council was held in-person in the City Council on April 28, 2026.

(01) CALL TO ORDER – 6:00 P.M.

(02) ROLL CALL

PRESENT: MAYOR HANSEN
 VICE MAYOR HONEYCUTT
 COUNCIL MEMBER JONES
 COUNCIL MEMBER WOODS
ABSENT: COUNCIL MEMBER COPELAND

(03) CLOSED SESSION

a. A CLOSED SESSION WAS HELD ON THE FOLLOWING MATTER :

APPOINTMENT OF ONE (1) PUBLIC EMPLOYEE TITLE: PUBLIC WORKS
DIRECTOR

b. A CLOSED SESSION WAS HELD ON THE FOLLOWING MATTER:

EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(04) PUBLIC BUSINESS FROM THE FLOOR ON CLOSED SESSION ITEMS

There was no public business from the floor.

(05) RECESS TO CLOSED SESSION

The City Council recess to Closed Session at 6:01 p.m.

(06) RECONVENE REGULAR MEETING – 7:05 P.M.

(07) PLEDGE OF ALLEGIANCE

Mayor Hansen led the Pledge of Allegiance.

(08) CLOSED SESSION REPORT

City Attorney Richardson stated there was no reportable action.

**(09) 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.

(10) PRESENTATIONS

- a. Mayor's Minute – No video provided due to illness
Mayor Hansen verbally highlighted Mayor's Minute noting the following details:
- Spring Cleanup event on Saturday, May 2nd 9:00 a.m. – 11:00 a.m. indicating basecamp will be Signal Hill Park Youth Center Playground. She stated sign-in begins at 9:00 a.m. with orientation at 9:10 a.m. and expressed that water and light snacks will be provided along with trash bags, gloves and grabbers. She encouraged youth participation with a waiver signed by a legal guardian and indicated RSVP was not required. She identified limited parking availability and recommended biking and walking alternatives.
 - Paws on the Hill is a fun free event for pets and their human friends on Saturday, May 9th 10:00 a.m. – 1:00 p.m. Signal Hill Park. She noted that featured fun will include music pet friendly, goodies, free giveaways, community booths, dog licensing and low-cost pet vaccinations on Jessie Nelson Circle. She reminded everyone that pets must always be leashed while in the park.
 - Summer on the Hill annual brochure is on the way to your homes and includes everything you need for the summer in Signal Hill, including day camps, Signal Hill Public Library programs, movies in the park and much more summer programming.
 - National Volunteer Month is April and Mayor Hansen expressed appreciation and thanks to all our volunteers. She recognized their dedication, time, energy and heart to support programs, events and services throughout our community make Signal Hill a great place to live, work and play and extended gratitude for all the volunteers do. She acknowledged Vice Mayor Charlie Honeycutt provided coverage for her at the Volunteer Recognition Dinner and expressed appreciation to him and to all our volunteers. She indicated that individuals interested in becoming volunteers may reach out to Park/Rec and Library Services. She encouraged everyone to join in upcoming city events as we continue a full and active season in Signal Hill.

- b. Presentation Long Beach Animal Care Services
Slide presentation presented by Long Beach Animal Care Services Staff
- c. Employee Promotion - Sergeant Ian Bridges Oath of Office
administered by Police Chief Brad Kenneally
- d. Presentation Asian American and Pacific Islander Heritage Month
Slide presentation presented by Charles Hughes, City Librarian

(11) CITY MANAGER REPORTS

- a. Award of Contract to Chandler Asset Management Incorporated for Investment Management and Advisory Services

It was moved by COUNCIL MEMBER WOODS, seconded by COUNCIL MEMBER JONES to approve the item.

The following vote resulted:

AYES: MAYOR HANSEN
VICE MAYOR HONEYCUTT
COUNCIL MEMBER JONES
COUNCIL MEMBER WOODS

NOES: NONE
ABSENT: COUNCIL MEMBER COPELAND
ABSTAIN: NONE

- b. Sustainability City Committee Community Member Appointment

It was moved by COUNCIL MEMBER JONES, seconded by VICE MAYOR HONEYCUTT to approve Lisa Wong, David Perzynski and Jessica Senzer as Community Member Appointments.

The following vote resulted:

AYES: MAYOR HANSEN
VICE MAYOR HONEYCUTT
COUNCIL MEMBER JONES
COUNCIL MEMBER WOODS

NOES: NONE
ABSENT: COUNCIL MEMBER COPELAND
ABSTAIN: NONE

c. Naming Rights Policy Discussion

It was moved by COUNCIL MEMBER JONES, seconded by COUNCIL MEMBER WOODS to approve staff to develop naming policy materials.

The following vote resulted:

AYES: MAYOR HANSEN
VICE MAYOR HONEYCUTT
COUNCIL MEMBER JONES
COUNCIL MEMBER WOODS
NOES: NONE
ABSENT: COUNCIL MEMBER COPELAND
ABSTAIN: NONE

(12) CONSENT CALENDAR

The following Consent Calendar items were routine and non-controversial. Items were acted upon by the Council at one time without discussion, unless removed from the Consent Calendar for separate action.

- a. Approved Notice of Completion of the City Hall Renovation - Window Replacement Project
- b. Approved Warrant Register Dated April 28, 2026
- c. Approved Meeting Minutes April 14, 2026 Regular City Council Meeting

It was moved by COUNCIL MEMBER JONES, seconded by COUNCIL MEMBER WOODS to approve the Consent Calendar.

The following vote resulted:

AYES: MAYOR HANSEN
VICE MAYOR HONEYCUTT
COUNCIL MEMBER JONES
COUNCIL MEMBER WOODS
NOES: NONE
ABSENT: COUNCIL MEMBER COPELAND
ABSTAIN: NONE

(13) COUNCIL AGENDA - NEW BUSINESS

Council Member Comments

COUNCIL MEMBER COPELAND - Absent
COUNCIL MEMBER WOODS – No new business

COUNCIL MEMBER JONES – Stated he will not be able to attend the next Council meeting due to a previous work obligation. He also announced that Long Beach Pride is coming up May 16, 17 & 18 and he was named Grand Marshal for the parade. He thanked his Council colleagues for supporting the parade and noted Signal Hill will be well represented at the event.

VICE MAYOR HONEYCUTT – Noted the opportunity to host the Volunteer Banquet and extended his appreciation to the great group of volunteers here in Signal Hill. He acknowledged they are an amazing group of people that help carry out many of the programs and events. He stated that volunteering is one of the best ways to get to know your community, city staff, council members and your neighbors.

MAYOR HANSEN – Mentioned Mayor’s Cleanup event is happening this Saturday and noted it is a great opportunity to volunteer as cities cannot run without volunteers. She extended her appreciation for all the city volunteers.

(14) ADJOURNMENT

It was moved by COUNCIL MEMBER JONES, seconded by COUNCIL MEMBER WOODS to adjourn the meeting to the regular meeting of the City Council on Tuesday, May 12, 2026.

MAYOR HANSEN adjourned the meeting at 7:47 p.m.

MAYOR TINA HANSEN

Attest:

DARITZA PEREZ
CITY CLERK