



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
August 09, 2022

*** * * Pursuant to Government Code Section 54953 (as amended by AB 361) and City Council Resolution No. 2020-03-6557, this meeting will be conducted using a hybrid meeting format in which members of the City Council, members of the public, and City staff may physically attend the meeting or virtually participate by audio and/or video. To protect members of the City Council, members of the public, and City staff, face masks are encouraged but not required. The City will evaluate the current circumstances before each meeting to decide if it is safe to change COVID-19 safety protocols. * * ***

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 or listen to 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 3 or Frontier FiOS Channel 38.
- Call (408) 638-0968 (audio only) and enter meeting ID: 881-4793-6648, press # when prompted to provide participant ID, and enter passcode: 374778. If you would like to make a public comment, please notify the meeting host by pressing *9 on the telephone keypad.

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

- In-person: Council Chambers of City Hall, 2175 Cherry Avenue, Signal Hill, California.
- Visit <https://zoom.us/j/88147936648> on your desktop computer or laptop and enter passcode: 374778; or
- Visit www.zoom.us on your desktop computer or laptop, click on “Join a Meeting”, and enter meeting ID: 881-4793-6648 and passcode: 374778 when prompted; or
- Download the app from the app store if you are using a smart phone and enter meeting ID: 881-4793-6648 and passcode: 374778 when prompted.
- Please note that you will be placed in a “listen only” mode and your video feed will not be shared with the Council or public. If you would like to make a public comment, please notify the meeting host by raising your virtual hand (see hand icon at bottom of screen) and you will be invited to speak when the City Council is taking public comments. Please do not simultaneously use a microphone through Zoom and a cellphone/telephone. That combination results in audio problems for all participants.
- 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, August 9, 2022. Written comments will be provided electronically to City Council and attached to the meeting minutes. Written comments will not be read into the record.
- The City is not responsible for meeting disruptions or technical difficulties; however, if you are disconnected, please repeat the steps above.

The City of Signal Hill thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

City Council Members are compensated \$694.14 per month. City Clerk and City Treasurer are compensated \$421.20 per month.

(1) CALL TO ORDER – 6:00 P.M.**(2) ROLL CALL**

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

(3) CLOSED SESSION

- a. A CLOSED SESSION WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS.

PROPERTY: HERITAGE SQUARE PROPERTIES LOCATED AT 2435-2461,
2475, 2485 GARDENA AVENUE
AGENCY NEGOTIATORS: INTERIM CITY MANAGER AND CITY ATTORNEY
NEGOTIATING PARTIES: CITY OF SIGNAL HILL AND SIGNAL HILL

PETROLEUM

UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

- b. A CLOSED SESSION WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54957 REGARDING PUBLIC EMPLOYEE APPOINTMENT.

TITLE: CITY MANAGER

- c. A CLOSED SESSION WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54957 REGARDING PUBLIC EMPLOYEE APPOINTMENT.

TITLE: CHIEF OF POLICE

(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 AND PUBLIC COMMENT PERIOD ON ITEMS ON THE AGENDA AND NOT ON THE AGENDA EXCEPT THOSE RELATED TO PUBLIC HEARINGS (SPEAKERS WILL BE GIVEN THREE MINUTES FOR EACH DISTINCT ITEM)**

(10) **COMMUNITY ANNOUNCEMENTS**

(11) **PRESENTATIONS**

- a. THE CITY'S COMMUNITY SERVICES DIRECTOR WILL PROVIDE AN UPDATE ON THE INAUGURAL "CELEBRATE DIVERSITY BREAKFAST" HELD ON TUESDAY, JULY 19, 2022 AT THE SIGNAL HILL LIBRARY - SIGNAL POINT TERRACE AND MAYOR JONES WILL PRESENT THE DIVERSITY COALITION COMMITTEE MEMBERS WITH CERTIFICATES OF RECOGNITION.
- b. MAYOR JONES WILL PRESENT A PROCLAMATION TO JUDIE JACOBUS IN RECOGNITION OF HER 12 YEARS OF VOLUNTEER SERVICE WITH THE SIGNAL HILL POLICE DEPARTMENT.
- c. THE POLICE DEPARTMENT'S MANAGEMENT ASSISTANT WILL MAKE A PRESENTATION ABOUT THE RECENT NATIONAL NIGHT OUT EVENT ON AUGUST 2, 2022.
- d. THE CITY'S ECONOMIC DEVELOPMENT MANAGER WILL PROVIDE A PRESENTATION OF THE FINAL TWO GRANT RECIPIENTS FOR THE COVID-19 MICROBUSINESS RECOVERY GRANT PROGRAM.

- e. THE CITY'S PUBLIC WORKS DIRECTOR WILL PROVIDE A PRESENTATION REGARDING THE STATUS OF THE PAVEMENT MANAGEMENT PROGRAM INCLUDING CURRENTLY ONGOING PROJECTS - SPRING STREET OVERLAY AND CITY-WIDE SLURRY SEAL.

(12) PUBLIC HEARING

- a. PUBLIC HEARING - CONDITIONAL USE PERMIT 22-01 TO OPERATE AN ALCOHOLIC BEVERAGE MANUFACTURING ESTABLISHMENT (MICROBREWERY) WITH TASTING ROOM AT 2698 ST. LOUIS AVENUE IN THE COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT

Summary:

Form of Notice: Notice was published in the Signal Tribune newspaper per Government Code Section 65091 (a)(4) on July 29, 2022; was mailed to property owners within a 300-foot radius of the subject property on July 29, 2022; and was posted in accordance with Signal Hill Municipal Code Section 1.08.010 on July 29, 2022.

The applicant, Vince Quitugua with Three Chiefs Brewing, as authorized agent on behalf of the property owner ESSEQUE LLC, is seeking approval of a conditional use permit to operate an alcoholic beverage manufacturing establishment (microbrewery) with a tasting room in a vacant building at 2698 St. Louis Avenue in the Commercial Industrial (CI) zoning district.

Recommendation:

Adopt a resolution approving Conditional Use Permit 22-01, to allow operation of an alcoholic beverage manufacturing establishment with tasting room, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT 22-01 A REQUEST TO OPERATE AN ALCOHOLIC BEVERAGE MANUFACTURING ESTABLISHMENT (MICROBREWERY) WITH TASTING ROOM AT 2698 ST. LOUIS AVENUE IN THE COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT

(13) CITY MANAGER REPORT

- a. PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH LAND CM CORP FOR GRANT WRITING AND SUPPORT SERVICES

Summary:

The City Council will consider entering into a Professional Consultant Services Agreement with Land CM Corp (Land CM) for grant writing services and authorization for a budget appropriation of \$55,000 for the Fiscal Year 2022-23 Operating Budget.

Recommendations:

1. Authorize the Interim City Manager to enter into a Professional Consultant Services Agreement with Land CM to provide Grant Writing and Support Services, for a term of one year and a not-to-exceed contract amount of \$50,000, plus standard contingencies of up to a 180-day term extension and/or up to \$5,000 in a form approved by the City Attorney.
2. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL,
CALIFORNIA, AMENDING THE ADOPTED BUDGET AND AUTHORIZING
BUDGET APPROPRIATIONS FOR FISCAL YEAR 2022-23

(14) 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. CONTRACT AMENDMENT REGISTER DATED AUGUST 9, 2022

Summary:

The Contract Amendment Register is a listing of proposed contract amendments eligible for streamlined processing based upon the following criteria as documented in the City's Purchasing Policy:

- Funds have been authorized as part of the adopted fiscal year Operating Budget;
- Staff are satisfied with the goods/services received to date; and
- City Manager has reviewed and approved each amendment for streamlined processing.

One contract amendment is being presented for City Council consideration. The amendment was prepared in a form approved by the City Attorney.

Recommendation:

Authorize the Contract Amendment Register dated August 9, 2022.

- b. CONTINUANCE OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY IN RESPONSE TO COVID-19 AND FINDINGS RELATED TO AB 361 EXEMPTING THE CITY FROM BROWN ACT TELECONFERENCING RULES

Summary:

The City Council will consider the continuance of the proclamation of the existence of a local emergency in response to the current public health crisis related to COVID-19. The City Council will also consider whether to continue to

hold virtual meetings of all City legislative bodies, as allowed by Assembly Bill (AB) 361.

Recommendations:

1. Receive and file report regarding the continuance of the existence of a local emergency in response to COVID-19.
2. Direct all City legislative bodies to continue to hold meetings virtually and determine that such meetings are exempt from the Brown Act teleconferencing rules based on the following findings set forth in AB 361:
 - a. There is a Statewide state of emergency in effect in response to the COVID-19 pandemic; and
 - b. State or local officials have imposed or recommended measures to promote social distancing.
3. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

c. WARRANT REGISTER DATED AUGUST 9, 2022

Summary:

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

Recommendation:

Authorize payment of the Warrant Register dated August 9, 2022.

d. APPROVAL OF MEETING MINUTES

Summary:

Regular Meeting of July 26, 2022.

Recommendation:

Approve the meeting minutes.

(15) COUNCIL AGENDA--NEW BUSINESS

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

(16) ADJOURNMENT

Tonight's meeting will be adjourned to the next regular meeting of the Signal Hill City Council to be held on Tuesday, August 23, 2022, at 7:00 p.m. (hybrid meeting format, including in-person, and video and teleconference participation options). Instructions to participate in the meeting will be provided on the meeting agenda.

CITIZEN 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

8/9/2022

AGENDA ITEM

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

FROM:
**JOE HOEFGEN
INTERIM CITY MANAGER**

SUBJECT:
CLOSED SESSION

Summary:

A closed session will be held pursuant to Government Code Section 54956.8, conference with real property negotiators.

Property: Heritage Square properties located at 2435-2461, 2475, 2485 Gardena Avenue

Agency negotiators: Interim City Manager and City Attorney

Negotiating parties: City of Signal Hill and Signal Hill Petroleum

Under negotiation: Price and Terms of Payment

Recommendation:

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



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
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8/9/2022

AGENDA ITEM

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

FROM:
**JOE HOEFGEN
INTERIM CITY MANAGER**

SUBJECT:
CLOSED SESSION

Summary:

A closed session will be held pursuant to Government Code Section 54957 regarding public employee appointment.

Title: City Manager

Recommendation:

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



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
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8/9/2022

AGENDA ITEM

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

FROM:
**JOE HOEFGEN
INTERIM CITY MANAGER**

SUBJECT:
CLOSED SESSION

Summary:

A closed session will be held pursuant to Government Code Section 54957 regarding public employee appointment.

Title: Chief of Police

Recommendation:

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



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
Hill, California 90755-3799

8/9/2022

AGENDA ITEM

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

FROM:
**YVETTE E. AGUILAR
COMMUNITY SERVICES DIRECTOR**

SUBJECT:
PRESENTATION

Summary:

The City's Community Services Director will provide an update on the inaugural "Celebrate Diversity Breakfast" held on Tuesday, July 19, 2022 at the Signal Hill Library - Signal Point Terrace and Mayor Jones will present the Diversity Coalition Committee Members with certificates of recognition.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
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8/9/2022

AGENDA ITEM

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

FROM:
**CARL CHARLES
INTERIM CHIEF OF POLICE**

SUBJECT:
PRESENTATION

Summary:

Mayor Jones will present a proclamation to Judie Jacobus in recognition of her 12 years of volunteer service with the Signal Hill Police Department.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
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8/9/2022

AGENDA ITEM

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

FROM:
**CARL CHARLES
INTERIM CHIEF OF POLICE**

SUBJECT:
PRESENTATION

Summary:

The Police Department's Management Assistant will make a presentation about the recent National Night Out event on August 2, 2022.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
Hill, California 90755-3799

8/9/2022

AGENDA ITEM

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

FROM:
**JOE HOEFGEN
INTERIM CITY MANAGER**

SUBJECT:
PRESENTATION

Summary:

The City's Economic Development Manager will provide a presentation of the final two grant recipients for the COVID-19 Microbusiness Recovery Grant Program.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
Hill, California 90755-3799

8/9/2022

AGENDA ITEM

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

FROM:
**THOMAS BEKELE
PUBLIC WORKS DIRECTOR**

SUBJECT:
PAVEMENT MANAGEMENT PROGRAM

Summary:

The City's Public Works Director will provide a presentation regarding the status of the Pavement Management Program including currently ongoing projects - Spring Street Overlay and City-Wide Slurry Seal.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
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8/9/2022

AGENDA ITEM

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

FROM:
**COLLEEN T. DOAN
COMMUNITY DEVELOPMENT DIRECTOR**

SUBJECT:
**PUBLIC HEARING - CONDITIONAL USE PERMIT 22-01 TO OPERATE AN
ALCOHOLIC BEVERAGE MANUFACTURING ESTABLISHMENT
(MICROBREWERY) WITH TASTING ROOM AT 2698 ST. LOUIS AVENUE IN THE
COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT**

Summary:

Form of Notice: Notice was published in the Signal Tribune newspaper per Government Code Section 65091 (a)(4) on July 29, 2022; was mailed to property owners within a 300-foot radius of the subject property on July 29, 2022; and was posted in accordance with Signal Hill Municipal Code Section 1.08.010 on July 29, 2022.

The applicant, Vince Quitugua with Three Chiefs Brewing, as authorized agent on behalf of the property owner ESSEQUE LLC, is seeking approval of a conditional use permit to operate an alcoholic beverage manufacturing establishment (microbrewery) with a tasting room in a vacant building at 2698 St. Louis Avenue in the Commercial Industrial (CI) zoning district.

Recommendation:

Adopt a resolution approving Conditional Use Permit 22-01, to allow operation of an alcoholic beverage manufacturing establishment with tasting room, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT 22-01 A REQUEST TO OPERATE AN ALCOHOLIC BEVERAGE MANUFACTURING ESTABLISHMENT (MICROBREWERY) WITH TASTING ROOM AT 2698 ST. LOUIS AVENUE IN THE COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT

Fiscal Impact:

There is no fiscal impact associated with the recommended action.

Strategic Plan Objectives:

Goal 3: Promote a strong local economic base.
Objective 3.1.2: Attract new sales tax-producing businesses to the City.

Background:

Application

On May 17, 2021, the applicant submitted an application for a conditional use permit (CUP) to operate a microbrewery with a tasting room in an existing vacant commercial building at 2698 St. Louis Avenue.

Developer Outreach

Shortly after submittal of their application, the applicant began their developer outreach efforts and reported that the neighboring businesses did not identify any immediate concerns.

Neighborhood Meeting

On April 28, 2022, a duly noticed Neighborhood Meeting was held via the Zoom teleconference platform to review the proposed project and outline the City's process. There were no members of the public in attendance and no comments were received.

Planning Commission Public Workshop

On May 17, 2022, a duly noticed Planning Commission public workshop was held. There were no comments from the public. The Commission unanimously directed the applicant to work with staff to bring the project forward to a public hearing.

Planning Commission Public Hearing

On July 19, 2022, a duly noticed Planning Commission public hearing was held (Attachment A). There were no comments from the public. The Commission unanimously adopted Resolution No. 863 -07-19 recommending City Council approval of CUP 22-01, subject to conditions. Following the public hearing, the applicant signed the recommended conditions of approval (Attachment B).

City Council Public Hearing

On July 29, 2022, notice of a City Council public hearing regarding the project was mailed to property owners within a 300-foot radius of the subject property, was published in the Signal Tribune newspaper, and was posted in accordance with the Signal Hill Municipal Code (SHMC) Section 1.08.010.

As of the date of publication of this staff report, no public comments have been received.

Analysis:Applicant

The property owner is ESSEQUE LLC. The authorized agent is Vince Quintugua with Three Chiefs Brewing Co. Three Chiefs Brewing is a contract brewer that specializes in blending ingredients to manufacture unique alcoholic beverages.

Site Description

The site is currently developed with an existing commercial building with on-site parking and minimal landscaping. The existing zoning designations and land uses for the project site and adjacent properties are as follows:

Direction	Zoning Designation	Existing Land Use
Project Site	Commercial Industrial (CI)	Existing Commercial Building with Off-Street Parking and Landscaping
North	Commercial Industrial (CI)	Existing Office and Warehouse Building for Paintball Guns and Related Products
South	Commercial Industrial (CI)	Paved Lot Under Same Ownership as the Subject Parcel
East	Commercial Industrial (CI)	Existing Outdoor Storage Yard
West	Auto Center Specific Plan (SP-4)	Vacant City-Owned Land

Land Use

Per SHMC Section 20.20.020, a microbrewery with a tasting room is a permitted use in the CI zoning district, subject to a CUP.

PROJECT VICINITY MAP



Business Operations

The applicant is proposing to operate a microbrewery with a small tasting room. The leased tenant space is approximately 1,710 square feet (SF). The existing floorplan layout is as follows:

- 1,500 SF warehouse and manufacturing space;
- 100 SF office space; and
- 110 SF tasting room.

There is a second tenant space, Unit B warehouse (530 SF), that will not be occupied by the applicant. Future occupancy may require it to only be used for warehouse purposes since there is only one additional parking space on site, as discussed in the parking section below.

Hours of Operation

Alcoholic Beverage Manufacturing

- Monday-Friday - 6:00 a.m. to 11:00 a.m.; and
- Saturday-Sunday - No manufacturing activity.

Tasting Room

- Monday-Tuesday - Closed; and
- Wednesday-Sunday - 12:00 p.m. to 9:00 p.m.

Conditions of Approval

If the CUP application is approved, a condition of approval has been included requiring the applicant to conduct a neighborhood meeting, on the subject site, six months after the initial date of operation. This condition would serve as an opportunity for the surrounding neighbors to provide feedback on the operations of the proposed business. A progress report following the neighborhood meeting will be provided to the Planning Commission.

Off-Street Parking

Microbreweries with tasting rooms are required to provide parking for the tasting room (retail) component, the manufacturing (brewing) component, and the office component. The tasting room requires one parking space per 100 SF of gross floor area (GFA). The manufacturing area has a different standard, provided it is not used as a tasting area or open to the public. The manufacturing parking standard is one parking space per 1,000 SF of GFA. The office has a parking standard of one parking space per 250 SF of GFA. The total parking required is as follows:

- Manufacturing/Warehouse Space: 1,500 SF / 1,000 SF = 1.5 (2 spaces required);
- Office Space: 100 SF / 250 SF = 0.4 (1 space required); and
- Tasting Room: 110 SF / 100 SF = 1.1 (1 space required).

A total of four parking spaces are required for the proposed use. The proposed site plan has five designated parking spaces, which exceeds the minimum off-street parking requirement by one parking stall. Any future expansion of the tasting room or reconfiguration of the proposed floor plan would trigger additional parking requirements. Similarly, if the business does expand into the existing Unit B warehouse, or if a new co-tenant occupies Unit B, the entire property will need to provide adequate parking pursuant to SHMC Section 20.70.035.

New Condition of Approval

Since the application was considered by the Planning Commission, staff identified a slope difference located on private property along the parking stall immediately adjacent to the sidewalk, fronting on E. 27th Street. Existing conditions include a difference in slope between the asphalt on private property and the concrete sidewalk right-of-way. In order to address the slope difference, staff has included a new recommended condition of approval (Condition #15 to Exhibit A of the resolution) requiring the applicant to address the difference in slope. Examples of addressing the slope difference include, but are not limited to, installation of a curb, installation of a wall, or reconfiguring the parking lot layout. This new recommended condition of approval has been discussed with the applicant, and the applicant is in agreement to work with staff on addressing the matter if the CUP application is approved.

Multiple Parcels Under One Ownership

The building and associated off-street parking lot are on one parcel (APN: 7212-015-059). There is a vacant paved lot located to the immediate south (APN: 7212-015-058). Both parcels are under the same ownership of ESSEQUE LLC. The applicant has been informed that if the project is approved,

any future expansion (i.e., storage, seating, outdoor tasting area, special events, etc.) onto the adjacent parcel (APN: 7212-015-058) would require modification of the CUP and another public hearing before the Planning Commission. It would also require a lot merger or alternative method of combining the lots.

The applicant has considered the possibility, but describes the primary activity desired at this location as a unique type of manufacturing activity (blending, aging, and bottling), which will be the primary activity on-site, rather than the traditional brewery model which features the tasting area as a major component of the business model. In addition, the property owner does not wish to merge the lots; therefore, the CUP does not apply to the adjacent property to the south. Should the applicant wish to make use of the vacant property in the future for outdoor storage, outdoor seating, special events, operations, etc. they would have to amend their CUP, provide sufficient parking on the vacant lot, and might need to merge the lots to make use of the space. A condition of approval will specifically outline this restriction. Per the SHMC, CUP properties shall be inspected on an annual basis, or if there is reason to suspect that the signed conditions of approval are not being adhered to.

EDCO Trash Collection

Trash collection will be conducted by EDCO. As a condition of approval, the applicant is required to meet on site with EDCO to discuss the location of trash dumpsters and trash collection. Trash dumpsters cannot occupy or obstruct access to on-site parking stalls.

Public Safety

Signal Hill Police Department

The plans were routed to the Signal Hill Police Department. The Police Department did not raise any questions or concerns.

Los Angeles County Fire Department

As a condition of approval, the applicant shall submit the plans to Los Angeles County Fire Department for review through the EPIC-LA online permitting system.

Department of Alcoholic Beverage Control

As a condition of approval, the applicant shall obtain all approvals and permits from the Department of Alcoholic Beverage Control. In addition, food services are not proposed by the applicant and not required by the Department of Alcoholic Beverage Control.

Public Comments

As of the date of publication of this staff report, staff has not received any public comments.

CEQA Categorical Exemption

This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15303 Class 3 (c) for Conversion of Small Structures, of the

8/9/2022

Guidelines for Implementation of CEQA, in that the proposed project consists of the conversion of an existing commercial building from one use to another where only minor modifications will be made. The subject site is located in an urbanized area where all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive.

Approved:

Joe Hoefgen

Attachments



STAFF REPORT

7/19/2022

AGENDA ITEM

TO:

**HONORABLE CHAIR
AND MEMBERS OF THE PLANNING COMMISSION**

FROM:

**RYAN AGBAYANI
ASSOCIATE PLANNER**

SUBJECT:

**PUBLIC HEARING - CONDITIONAL USE PERMIT 22-01 TO OPERATE AN
ALCOHOLIC BEVERAGE MANUFACTURING ESTABLISHMENT
(MICROBREWERY) WITH TASTING ROOM AT 2698 ST. LOUIS AVENUE IN THE
COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT**

Summary:

Form of Notice: Notice was published in the Signal Tribune newspaper per Government Code Section 65091 (a)(4) on or before July 8, 2022; was mailed to property owners within a 300-foot radius of the subject property on or before July 8, 2022; and was posted in accordance with Signal Hill Municipal Code Section 1.08.010 on or before July 8, 2022.

The applicant, Vince Quitugua with Three Chiefs Brewing, as authorized agent on behalf of the property owner ESSEQUE LLC, is requesting a public hearing to consider a conditional use permit to operate an alcoholic beverage manufacturing establishment (microbrewery) with a tasting room at 2698 St. Louis Avenue in the Commercial Industrial (CI) zoning district.

Recommendation:

Adopt a resolution recommending City Council approval of Conditional Use Permit 22-01, to allow operation of an alcoholic beverage manufacturing establishment with tasting room, entitled:

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIGNAL HILL, CALIFORNIA,
RECOMMENDING CITY COUNCIL APPROVAL OF CONDITIONAL USE PERMIT 22-01 A
REQUEST TO OPERATE AN ALCOHOLIC BEVERAGE MANUFACTURING ESTABLISHMENT
(MICROBREWERY) WITH TASTING ROOM AT 2698 ST. LOUIS AVENUE IN THE COMMERCIAL
INDUSTRIAL (CI) ZONING DISTRICT**

Attachment A

Strategic Plan Objective:

Attachments to staff report
not provided

Goal 3: Promote a Strong Local Economic Base

Objective 3.1.2: Attract new sales tax-producing businesses to the City.

Background:

Application

On May 17, 2021, the applicant submitted an application for a conditional use permit (CUP) to operate a microbrewery with a tasting room in an existing commercial building at 2698 St. Louis Avenue.

Developer Outreach

Shortly after submittal of their application, the applicant began their developer outreach efforts and reported that the neighboring businesses did not identify any immediate concerns. Outreach details were shared at the Planning Commission public workshop.

Neighborhood Meeting

On April 28, 2022, a duly noticed Neighborhood Meeting was held via the Zoom teleconference platform to review the proposed project and outline the City's process. There were no members of the public in attendance and no comments were received.

Planning Commission Public Workshop

On May 17, 2022, a duly noticed Planning Commission public workshop was held (Attachment A). There were no comments from the public. The Commission unanimously directed the applicant to work with staff to bring the project forward to a public hearing.

Planning Commission Public Hearing

On July 8, 2022, notice of a Planning Commission public hearing regarding the project was mailed to property owners within a 300-foot radius of the subject property, was published in the Signal Tribune newspaper, and was posted in accordance with the Signal Hill Municipal Code (SHMC) Section 1.08.010.

As of the date of publication of this staff report, no public comments have been received.

Analysis:

Applicant

The property owner is ESSEQUE LLC. The authorized agent is Vince Quintugua with Three Chiefs Brewing Co. Three Chiefs Brewing is a contract brewer that specializes in blending ingredients to manufacture unique alcoholic beverages.

Site Description

The site is currently developed with an existing commercial building with on-site parking and minimal landscaping. The existing zoning designations and land uses for the project site and adjacent properties are as follows:

Direction	Zoning Designation	Existing Land Use
Project Site	Commercial Industrial (CI)	Existing Commercial Building with Off-Street Parking and Landscaping
North	Commercial Industrial (CI)	Existing Office and Warehouse Building for Paintball Guns and Related Products
South	Commercial Industrial (CI)	Paved Lot Under Same Ownership as the Subject Parcel
East	Commercial Industrial (CI)	Existing Outdoor Storage Yard
West	Auto Center Specific Plan (SP-4)	Vacant City-Owned Land

Land Use

Per SHMC Section 20.20.020, a microbrewery with a tasting room is a permitted use in the CI zoning district, subject to a CUP.

PROJECT VICINITY MAP



Business Operations

The applicant is proposing to operate a microbrewery with a small tasting room. The leased tenant space is approximately 1,710 square feet (SF). The existing floorplan layout is as follows:

- 1,500 SF warehouse and manufacturing space;
- 100 SF office space; and
- 110 SF tasting room.

There is a second tenant space, Unit B warehouse (530 SF), that will not be occupied by the applicant. Future occupancy may require it to only be used for warehouse purposes since there is only one additional parking space on site, as discussed in the parking section below.

Hours of Operation

Alcoholic Beverage Manufacturing

- Monday from 6:00 AM to 11:00 AM;
- Tuesday from 6:00 AM to 11:00 AM;
- Wednesday from 6:00 AM to 11:00 AM;
- Thursday from 6:00 AM to 11:00 AM;
- Friday from 6:00 AM to 11:00 AM;
- Saturday - No manufacturing activity; and
- Sunday - No manufacturing activity.

Tasting Room

- Monday - CLOSED;
- Tuesday - CLOSED;
- Wednesday from 12:00 PM to 9:00 PM;
- Thursday from 12:00 PM to 9:00 PM;
- Friday from 12:00 PM to 9:00 PM;
- Saturday from 12:00 PM to 9:00 PM;
- Sunday from 12:00 PM to 9:00 PM.

Off-Street Parking

Microbreweries with tasting rooms are required to provide parking for the tasting room (retail) component, the manufacturing (brewing) component, and the office component. The tasting room requires one parking space per 100 SF of gross floor area (GFA). The manufacturing area has a different standard, provided it is not used as a tasting area or open to the public. The manufacturing parking standard is one parking space per 1,000 SF of GFA. The office has a parking standard of one parking space per 250 SF of GFA. The total parking required is as follows:

- Manufacturing/Warehouse Space: $1,500 \text{ SF} / 1,000 \text{ SF} = 1.5$ (2 spaces required);

- Office Space: 100 SF / 250 SF = 0.4 (1 space required); and
- Tasting Room: 110 SF / 100 SF = 1.1 (1 space required).

A total of four parking spaces are required for the proposed use. The proposed site plan has five designated parking spaces, which exceeds the minimum off-street parking requirement by one parking stall. Any future expansion of the tasting room or reconfiguration of the proposed floor plan would trigger additional parking requirements. Similarly, if the business does expand into the existing Unit B warehouse, or if a new co-tenant occupies Unit B, the entire property will need to provide adequate parking pursuant to SHMC Section 20.70.035.

Multiple Parcels Under One Ownership

The building and associated off-street parking lot are on one parcel (APN: 7212-015-059). A vacant paved lot is located to the immediate south (APN: 7212-015-058). Both parcels are under the same ownership of ESSEQUE LLC. The applicant has been informed that if the project is approved, any future expansion (i.e., storage, seating, outdoor tasting area, special events, etc.) onto the adjacent parcel (APN: 7212-015-058) would require modification of the CUP and another public hearing before the Planning Commission. It would also require a lot merger or alternative method of combining the lots.

The applicant has considered the possibility, but describes the primary activity desired at this location as a unique type of manufacturing activity (blending, aging, and bottling), which will be the primary activity on-site, rather than the traditional brewery model which features the tasting area as a major component of the business model. In addition, the property owner does not wish to merge the lots; therefore, the CUP does not apply to the adjacent property to the south. Should the applicant wish to make use of the vacant property in the future for outdoor storage, outdoor seating, special events, operations, etc. they would have to amend their CUP, provide sufficient parking on the vacant lot, and might need to merge the lots to make use of the space. A condition of approval will specifically outline this restriction. Per the Municipal Code, CUP properties shall be inspected on an annual basis, or if there is reason to suspect that the signed conditions of approval are not being adhered to.

EDCO Trash Collection

Trash collection will be conducted by EDCO. As a condition of approval, the applicant is required to meet on site with EDCO to discuss the location of trash dumpsters and trash collection. Trash dumpsters cannot occupy or obstruct access to on-site parking stalls.

Public Safety

Signal Hill Police Department

The plans were routed to the Signal Hill Police Department. The Police Department did not raise any questions or concerns.

Los Angeles County Fire Department

As a condition of approval, the applicant shall submit the plans to Los Angeles County Fire

7/19/2022

Department for review through the EPIC-LA online permitting system.

Department of Alcoholic Beverage Control

As a condition of approval, the applicant shall obtain all approvals and permits from the Department of Alcoholic Beverage Control.

Public Improvements

The current Public Works valuation threshold for street improvements is \$85,170. If the valuation of the tenant improvements exceeds this threshold, the applicant may be required to construct street improvements.

Public Comments

As of the date of publication of this staff report, staff has not received any public comments.

CEQA Categorical Exemption

This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15303 Class 3 (c) for Conversion of Small Structures, of the Guidelines for Implementation of CEQA, in that the proposed project consists of the conversion of an existing commercial building from one use to another where only minor modifications will be made. The subject site is located in an urbanized area where all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive.

Approved:

Colleen T. Doan

Attachments

CONDITIONAL USE PERMIT (CUP) 22-01
RECOMMENDED CONDITIONS OF APPROVAL

PROJECT: **OPERATION OF AN ALCOHOLIC BEVERAGE
MANUFACTURING ESTABLISHMENT (MICROBREWERY)
WITH TASTING ROOM**

LOCATION: **2698 ST. LOUIS AVENUE**

PROPERTY OWNER: **ESSEQUE LLC**

APPLICANT/AGENT: **VINCE QUITUGUA (FOR THREE CHIEFS BREWING)**

1. The property owner and applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action. This requirement to indemnify shall survive the suspension, revocation, expiration or termination of this entitlement.
2. Approval shall be null and void if the operations associated with the subject CUP does not commence within one year from the date of City Council approval, unless a request for extension is submitted by the applicant and granted by the Director of Community Development.
3. The applicant shall conduct a neighborhood meeting, on the subject site, six months after the initial date of operation. The Community Development Director shall provide the Planning Commission with a progress report following the neighborhood meeting for consideration.

4. The Community Development Department shall inspect the subject premises and report to the City Council on an annual basis regarding the applicant's compliance with these conditions. The City Council may modify existing conditions or add additional conditions, if necessary. If any violations of these conditions have occurred, the CUP can be scheduled for revocation pursuant to SHMC 20.64.120 or other appropriate action.
5. The business shall have and maintain a valid City business license at all times. Business licenses are administered by the City's Finance Department.
6. At all times during operation of the conditionally permitted use, the applicant shall maintain and keep in effect valid licensing approval from the State Department of Alcoholic Beverage Control (ABC). Once obtained, the applicant is required to provide the Community Development Department with a copy of the most current ABC license. Should such licensing be denied, expire, or lapse at any time in the future, the approval of the microbrewery operations pursuant to this CUP is subject to modification or revocation.
7. A copy of the most current ABC license shall be kept on the premises of the establishment and be presented to City Staff, law enforcement officers, or any City-authorized representative upon request.
8. The microbrewery with tasting room shall comply with all development standards for alcoholic beverage manufacturing with tasting rooms, pursuant to *Footnote SS* in SHMC Section 20.20.020 entitled "Use classifications."

Multiple Parcels Under One Ownership

9. The approval of this CUP shall only be for property located at 2698 St. Louis Avenue (APN: 7212-015-059). Any expansion, including but not limited to, storage, seating, outdoor tasting area, special events, etc. on the adjacent parcel to the south (APN: 7212-015-058), would require an amendment of the CUP at a duly noticed Planning Commission public hearing.

Hours of Operation

10. Alcoholic beverage manufacturing activities shall only occur during the times below and shall not create any nuisances to surrounding businesses.
 - Monday from 6:00 AM to 11:00 AM;
 - Tuesday from 6:00 AM to 11:00 AM;
 - Wednesday from 6:00 AM to 11:00 AM;
 - Thursday from 6:00 AM to 11:00 AM;
 - Friday from 6:00 AM to 11:00 AM;
 - Saturday – No manufacturing activity;
 - Sunday – No manufacturing activity.

11. Tasting room operations shall only occur during the times below.
 - Monday – CLOSED;
 - Tuesday – CLOSED;
 - Wednesday from 12:00 PM to 9:00 PM;
 - Thursday from 12:00 PM to 9:00 PM;
 - Friday from 12:00 PM to 9:00 PM;
 - Saturday from 12:00 PM to 9:00 PM;
 - Sunday from 12:00 PM to 9:00 PM.
12. Alcoholic beverages shall not be sold to objectively intoxicated persons.
13. The size of the microbrewery tasting room shall be limited to 110 square-feet and both the size and location shall conform to the approved floor plan on file in the Community Development Department. If the tasting room is to be expanded in the future, the site plan must meet all off-street parking requirements as summarized in SHMC Section 20.70.030. If a substantial change to the floor plan is proposed, the Community Development Director shall have the discretion to present the changes to the Planning Commission as a CUP Amendment at a duly noticed public hearing.
14. Per the approved site plan, a total of five off-street parking stalls are proposed along E. 27th Street, which exceeds the required parking for the proposed use and floor plan by one parking space. Any modification to the approved floor plan or occupancy of the Unit B warehouse may require additional parking pursuant to SHMC Section 20.70.030.
15. Scheduled tours are allowed as an accessory use provided that the five off-street parking stalls can accommodate the guests.
16. Special events and indoor live entertainment (e.g., DJ's, live bands, etc.) are not permitted.
17. Should the City receive noise or other nuisance complaints on a continuous basis as determined by the City, the applicant shall work with staff to mitigate the complaints by all reasonable measures including, but not limited to, modifying the conditions of approval.
18. The maximum occupancy, as determined by provisions of the International Building Code or other applicable codes, shall be posted in public view within the premises and it shall be the responsibility of the business operator to ensure that the limit is not exceeded.
19. The area surrounding the microbrewery, including the parking lot and landscaping areas, shall be kept free of stored items, weeds, trash, and debris.

20. Exterior safety lighting on the building shall be maintained in good working order and shall not be installed in a manner that creates nuisances for surrounding neighbors. The operator shall make a good faith effort to remedy the nuisances in a timely and reasonable manner. Operator shall further provide adequate lighting above the entrance to the premises sufficient in intensity to make visible the identity and actions of all persons entering and leaving the premises.
21. Any graffiti painted or marked upon the premises or on an adjacent area under the control of the licensee shall be removed or painted over within 24 hours, unless any law in effect at that time imposes a shorter time period for eradication. Please refer to SHMC Section 9.56.140.
22. The operator shall contract with a reputable pest control company to mitigate any pest-related nuisances on and around the site (e.g., rodents, mosquitoes, birds, and other wild animals). The operator shall make a good faith effort to mitigate pest nuisances within a reasonable time frame.
23. The operator shall contract with a reputable maintenance company to adequately stripe the parking stalls and directional signage in the parking lot area consistent with the approved plans associated with the CUP. Any faint parking stalls or directional signage shall be re-coated in a timely manner. The parking lot cannot be re-striped in a manner that would reduce the number of parking spaces at the center. Parking lot improvements shall be completed prior to initiating business operations.
24. “Private Property – No Loitering” signs shall be placed on the building, at the front of the store, and around the premises. The operator shall have a policy in place to actively enforce loitering on and around the premises and shall be the responsible party to eradicate any loitering activities.
25. The operator shall notify the Signal Hill Police Department and Community Development Department of any change in the Business Manager position. The operator shall submit the full name, title, direct telephone number, and direct email address of the Business Manager, who can be contacted in case of an emergency, or if a complaint arises.
26. Should the City receive nuisance complaints, the applicant shall work with staff to mitigate the complaints by all reasonable measures, including but not limited to, reducing the hours of operation, modifying the services offered, or (if deemed necessary by the Director of Community Development) paying the cost to have an acoustical study prepared to determine whether a violation of the City’s Noise Ordinance exists, and by implementing all mitigation measures recommended by the study within 30 days if the study shows there are violations.
27. If, in the judgement of the Signal Hill Police Department Chief of Police or the Director of Community Development, criminal or nuisance behaviors become a problem at the project site to the detriment of neighboring business, residents, or

land uses, the Chief of Police or the Director of Community Development may require the property owner to provide additional on-site security services or other measures as necessary to remedy the problem.

28. No advertising material or signs shall be painted, installed, erected, or displayed on the building exterior without first obtaining City approval.
29. No signs are permitted on the roof of the building. This includes temporary banner signs mounted on temporary or permanent supports, aerial signs, animated signs, and rotating signs.
30. Temporary banner signs are permitted on the building for a period not to exceed six (6) weeks in any calendar year with a permit from the Community Development Department subject to standards in SHMC Section 20.58.080 Temporary Signs.
31. The applicant shall meet all code requirements of the City of Signal Hill Municipal Code, the Los Angeles County Sanitation District, the Los Angeles County Health Department, and all other applicable agencies.
32. The applicant shall submit plans for review to the Los Angeles County Fire Department Plan Check Division and comply with all Current Los Angeles County Fire Department Code requirements.
33. The applicant shall meet all National Pollution Discharge Elimination System requirements.
34. The applicant shall submit for City review and approval, and obtain all necessary permits for any tenant improvements, including plumbing, mechanical, and electrical repairs.
35. No events of any kind shall be held in the parking lot or any outdoor area on the property, as to render parking space(s) and circulation drive aisles as non-functional.
36. The applicant shall provide public restrooms for business patrons, which should be maintained in a clean and first-class condition.
37. The applicant shall utilize EDCO Disposal for all refuse and recycling collection services. EDCO Disposal is the City's exclusive franchisee for these services. Dumpsters cannot occupy or obstruct access to required off-street parking.
38. The applicant shall be furnished with this list of conditions and shall sign an acknowledgment of the fact that should they default on the above conditions, the default shall constitute a violation of the permit and shall be cause for its revocation.

End of Conditions.

I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE AFOREMENTIONED
CONDITIONS OF APPROVAL AS HEREIN STATED.



Applicant as Agent for Property Owner
Signature

7/25/22

Date

Vince Quitugua

Applicant as Agent for Property Owner
Print Name

RESOLUTION NO. 2022-08-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SIGNAL HILL, CALIFORNIA, APPROVING CONDITIONAL
USE PERMIT 22-01 A REQUEST TO OPERATE AN
ALCOHOLIC BEVERAGE MANUFACTURING
ESTABLISHMENT (MICROBREWERY) WITH TASTING
ROOM AT 2698 ST. LOUIS AVENUE IN THE
COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT**

WHEREAS, on May 17, 2021, the applicant, Vince Quitugua with Three Chiefs Brewing, as authorized agent for ESSEQUE LLC, submitted an application requesting approval of a Conditional Use Permit (CUP) to operate an alcoholic beverage manufacturing establishment (microbrewery) with tasting room at an existing commercial building at 2698 St. Louis Avenue; and

WHEREAS, the legal description of the subject site is HILLSIDE ADDITION EX OF ALLEY LOTS 4 AND 47 AND EX OF ST AND ALLEY, and consists of one developed parcel (APN: 7212-015-059) at the southeast corner of E. 27th Street and St. Louis Avenue; and

WHEREAS, pursuant to Signal Hill Municipal Code (SHMC) Section 20.20.020, entitled "Use classifications," the subject application to allow operation of an alcoholic beverage manufacturing establishment with tasting room is properly a matter for Planning Commission review and recommendation to the City Council for approval of a new CUP; and

WHEREAS, in June 2021, the applicant initiated their Developer Outreach efforts to surrounding businesses within 300-ft of the subject site via telephone and flyer distribution. According to the applicant, there were no immediate concerns or issues reported; and

WHEREAS, on April 28, 2022, City staff facilitated a duly noticed Neighborhood Meeting via the Zoom teleconference platform to review the proposed

project and outline the City's process. There were no members of the public in attendance and no comments were received; and

WHEREAS, on May 17, 2022, the Planning Commission held a duly noticed public workshop to review the proposed project. There were no comments from the public. The Planning Commission directed staff to draft conditions of approval and prepare the project for a public hearing; and

WHEREAS, on July 19, 2022, the Planning Commission held a duly noticed public hearing to review the proposed project. There were no comments from the public. The Planning Commission adopted Resolution 863-07-19 recommending City Council approval of CUP 22-01; and

WHEREAS, on July 29, 2022, notice of a City Council public hearing regarding the subject project was mailed to all property owners within 300 ft of the subject property, was published in The Signal Tribune newspaper, and was posted in accordance with SHMC Section 1.08.010; and

WHEREAS, on August 9, 2022, a public hearing on the subject CUP was held and all interested parties were given an opportunity to be heard regarding the proposed project; and

WHEREAS, the project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15303 Class 3 (c) for Conversion of Small Structures, of the Guidelines for Implementation of CEQA, in that the proposed project consists of the conversion of an existing commercial building from one use to another where only minor modifications will be made, and the subject site is located in an urbanized area where all necessary public services and facilities are available, and the surrounding area is not entirely environmentally sensitive; and

WHEREAS, the Community Development Department shall inspect the

subject premises and report to the City Council on an annual basis regarding the applicant's compliance with these conditions. The City may add additional conditions, if necessary, or if any violations of these conditions have occurred, the CUP can be scheduled for revocation pursuant to SHMC 20.64.120 or other appropriate action.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Signal Hill, California, does hereby find as follows:

Section 1. The proposed project, subject to the attached conditions, is in conformance with the zoning ordinance, other ordinances, and regulations of the City, and the following General Plan Goals and Policies:

LAND USE ELEMENT GOAL 1 – Manage growth to achieve a well-balanced land use pattern that accommodates existing and future needs for housing, commercial and industrial land, open space, and community facilities and services, while maintaining a healthy, diversified economy adequate to provide future City revenues.

Land Use Policy 1.7 – Broaden the City's tax base by attracting commercial and industrial development to the City which will provide economic and employment benefits to the community while ensuring compatibility with other general plan goals and policies.

Finding regarding Policy 1.7 – The proposed use is beneficial to the City's sales tax base and manufacturing sector in that it allows a manufacturing use which also has a commercial and sales tax generating element in an industrial zone which was previously vacant and, when occupied, did not generate sales tax.

LAND USE ELEMENT GOAL 3 – Assure a safe, healthy, and aesthetically pleasing community for residents and businesses.

Land Use Policy 3.10 – Encourage the revitalization and redevelopment of older commercial and industrial areas.

Finding regarding Policy 3.10 – The proposed use allows the operation of a sales-oriented commercial use with a social component in a commercial industrial zoning district during hours when the industrial facilities are not typically open (i.e., weekends and evenings) and therefore revitalizes the area, but does not interfere with the function of the other permitted industrial uses in the area.

Section 2. The microbrewery and tasting room will be located on a developed commercial industrial property which is adequate in size and shape to accommodate the operation and maintenance of the manufacturing and tasting room activities has sufficient parking, landscaping, loading areas, and otherwise conforms with the development standards of the SHMC.

Section 3. The streets surrounding the site for the proposed use and related to the Streets and Highways Element of the General Plan are adequate in width and pavement type to carry the quantity and type of traffic generated.

Section 4. The topography of the site is suitable for the proposed site plan, and the site plan, subject to the attached conditions, is suitable for the use intended.

Section 5. The proposed development provides for an appropriate exterior structure design and appearance, consistent with and complimentary to present and proposed buildings and structures in the vicinity of the subject site, while still providing for a variety of designs, forms, and treatments.

Section 6. The proposed use will have no adverse effect on abutting properties or the permitted use thereof. The applicant shall conduct a neighborhood meeting, on the subject site, six months after the initial date of operation. The Community Development Director shall provide the Planning Commission with a progress report following the neighborhood meeting for consideration. If numerous nuisance reports from the community are documented, the item shall be scheduled for review by the City Council who may modify the conditions of approval, or ultimately revoke the CUP pursuant to SHMC Section 20.64.120.

Section 7. The conditions attached hereto are deemed necessary to protect the public health, safety, and general welfare of the community.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at City Hall for the City of Signal Hill, located at 2175 Cherry Avenue, Signal Hill, CA 90755. The Community Development Director is the custodian of the record of proceedings.

Section 9. Execution of Resolution. The Mayor of the City of Signal Hill shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council approves CUP 22-01 subject to the conditions attached hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED, at a regular meeting of the City Council of the City of Signal Hill, California, on this 9th day of August, 2022.

KEIR JONES
MAYOR

ATTEST:

CARMEN R. BROOKS
CITY CLERK

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

I, CARMEN R. BROOKS, City Clerk, do hereby certify that Resolution No. 2022-08-XXXX was adopted by the City Council of the City of Signal Hill, California, at a regular meeting held on the 9th day of August 2022, and was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CARMEN R. BROOKS
CITY CLERK

CONDITIONAL USE PERMIT (CUP) 22-01
RECOMMENDED CONDITIONS OF APPROVAL

PROJECT: **OPERATION OF AN ALCOHOLIC BEVERAGE
MANUFACTURING ESTABLISHMENT (MICROBREWERY)
WITH TASTING ROOM**

LOCATION: **2698 ST. LOUIS AVENUE**

PROPERTY OWNER: **ESSEQUE LLC**

APPLICANT/AGENT: **VINCE QUITUGUA (FOR THREE CHIEFS BREWING)**

1. The property owner and applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action. This requirement to indemnify shall survive the suspension, revocation, expiration or termination of this entitlement.
2. Approval shall be null and void if the operations associated with the subject CUP does not commence within one year from the date of City Council approval, unless a request for extension is submitted by the applicant and granted by the Director of Community Development.
3. The applicant shall conduct a neighborhood meeting, on the subject site, six months after the initial date of operation. The Community Development Director shall provide the Planning Commission with a progress report following the neighborhood meeting for consideration.

4. The Community Development Department shall inspect the subject premises and report to the City Council on an annual basis regarding the applicant's compliance with these conditions. The City Council may modify existing conditions or add additional conditions, if necessary. If any violations of these conditions have occurred, the CUP can be scheduled for revocation pursuant to SHMC 20.64.120 or other appropriate action.
5. The business shall have and maintain a valid City business license at all times. Business licenses are administered by the City's Finance Department.
6. At all times during operation of the conditionally permitted use, the applicant shall maintain and keep in effect valid licensing approval from the State Department of Alcoholic Beverage Control (ABC). Once obtained, the applicant is required to provide the Community Development Department with a copy of the most current ABC license. Should such licensing be denied, expire, or lapse at any time in the future, the approval of the microbrewery operations pursuant to this CUP is subject to modification or revocation.
7. A copy of the most current ABC license shall be kept on the premises of the establishment and be presented to City Staff, law enforcement officers, or any City-authorized representative upon request.
8. The microbrewery with tasting room shall comply with all development standards for alcoholic beverage manufacturing with tasting rooms, pursuant to *Footnote SS* in SHMC Section 20.20.020 entitled "Use classifications."

Multiple Parcels Under One Ownership

9. The approval of this CUP shall only be for property located at 2698 St. Louis Avenue (APN: 7212-015-059). Any expansion, including but not limited to, storage, seating, outdoor tasting area, special events, etc. on the adjacent parcel to the south (APN: 7212-015-058), would require an amendment of the CUP at a duly noticed Planning Commission public hearing.

Hours of Operation

10. Alcoholic beverage manufacturing activities shall only occur during the times below and shall not create any nuisances to surrounding businesses.
 - Monday from 6:00 AM to 11:00 AM;
 - Tuesday from 6:00 AM to 11:00 AM;
 - Wednesday from 6:00 AM to 11:00 AM;
 - Thursday from 6:00 AM to 11:00 AM;
 - Friday from 6:00 AM to 11:00 AM;
 - Saturday – No manufacturing activity;
 - Sunday – No manufacturing activity.

11. Tasting room operations shall only occur during the times below.
 - Monday – CLOSED;
 - Tuesday – CLOSED;
 - Wednesday from 12:00 PM to 9:00 PM;
 - Thursday from 12:00 PM to 9:00 PM;
 - Friday from 12:00 PM to 9:00 PM;
 - Saturday from 12:00 PM to 9:00 PM;
 - Sunday from 12:00 PM to 9:00 PM.
12. Alcoholic beverages shall not be sold to objectively intoxicated persons.
13. The size of the microbrewery tasting room shall be limited to 110 square-feet and both the size and location shall conform to the approved floor plan on file in the Community Development Department. If the tasting room is to be expanded in the future, the site plan must meet all off-street parking requirements as summarized in SHMC Section 20.70.030. If a substantial change to the floor plan is proposed, the Community Development Director shall have the discretion to present the changes to the Planning Commission as a CUP Amendment at a duly noticed public hearing.
14. Per the approved site plan, a total of five off-street parking stalls are proposed along E. 27th Street, which exceeds the required parking for the proposed use and floor plan by one parking space. Any modification to the approved floor plan or occupancy of the Unit B warehouse may require additional parking pursuant to SHMC Section 20.70.030.
15. Parking lot striping shall be clearly visible and must adhere to the approved plans on file. Parking stalls shall be configured in a safe and functional manner to the satisfaction of the City. Project plans shall be submitted to the City for review and approval, including a parking lot reconfiguration plan. Parking lot reconfiguration shall include addressing slope difference between single-parking stall immediately adjacent to the sidewalk on E. 27th Street.
16. Scheduled tours are allowed as an accessory use provided that the five off-street parking stalls can accommodate the guests.
17. Special events and indoor live entertainment (e.g., DJ's, live bands, etc.) are not permitted.
18. Should the City receive noise or other nuisance complaints on a continuous basis as determined by the City, the applicant shall work with staff to mitigate the complaints by all reasonable measures including, but not limited to, modifying the conditions of approval.
19. The maximum occupancy, as determined by provisions of the International Building Code or other applicable codes, shall be posted in public view within the

- premises and it shall be the responsibility of the business operator to ensure that the limit is not exceeded.
20. The area surrounding the microbrewery, including the parking lot and landscaping areas, shall be kept free of stored items, weeds, trash, and debris.
 21. Exterior safety lighting on the building shall be maintained in good working order and shall not be installed in a manner that creates nuisances for surrounding neighbors. The operator shall make a good faith effort to remedy the nuisances in a timely and reasonable manner. Operator shall further provide adequate lighting above the entrance to the premises sufficient in intensity to make visible the identity and actions of all persons entering and leaving the premises.
 22. Any graffiti painted or marked upon the premises or on an adjacent area under the control of the licensee shall be removed or painted over within 24 hours, unless any law in effect at that time imposes a shorter time period for eradication. Please refer to SHMC Section 9.56.140.
 23. The operator shall contract with a reputable pest control company to mitigate any pest-related nuisances on and around the site (e.g., rodents, mosquitoes, birds, and other wild animals). The operator shall make a good faith effort to mitigate pest nuisances within a reasonable time frame.
 24. The operator shall contract with a reputable maintenance company to adequately stripe the parking stalls and directional signage in the parking lot area consistent with the approved plans associated with the CUP. Any faint parking stalls or directional signage shall be re-coated in a timely manner. The parking lot cannot be re-striped in a manner that would reduce the number of parking spaces at the center. Parking lot improvements shall be completed prior to initiating business operations.
 25. “Private Property – No Loitering” signs shall be placed on the building, at the front of the store, and around the premises. The operator shall have a policy in place to actively enforce loitering on and around the premises and shall be the responsible party to eradicate any loitering activities.
 26. The operator shall notify the Signal Hill Police Department and Community Development Department of any change in the Business Manager position. The operator shall submit the full name, title, direct telephone number, and direct email address of the Business Manager, who can be contacted in case of an emergency, or if a complaint arises.
 27. Should the City receive nuisance complaints, the applicant shall work with staff to mitigate the complaints by all reasonable measures, including but not limited to, reducing the hours of operation, modifying the services offered, or (if deemed necessary by the Director of Community Development) paying the cost to have an acoustical study prepared to determine whether a violation of the City’s Noise

Ordinance exists, and by implementing all mitigation measures recommended by the study within 30 days if the study shows there are violations.

28. If, in the judgement of the Signal Hill Police Department Chief of Police or the Director of Community Development, criminal or nuisance behaviors become a problem at the project site to the detriment of neighboring business, residents, or land uses, the Chief of Police or the Director of Community Development may require the property owner to provide additional on-site security services or other measures as necessary to remedy the problem.
29. No advertising material or signs shall be painted, installed, erected, or displayed on the building exterior without first obtaining City approval.
30. No signs are permitted on the roof of the building. This includes temporary banner signs mounted on temporary or permanent supports, aerial signs, animated signs, and rotating signs.
31. Temporary banner signs are permitted on the building for a period not to exceed six (6) weeks in any calendar year with a permit from the Community Development Department subject to standards in SHMC Section 20.58.080 Temporary Signs.
32. The applicant shall meet all code requirements of the City of Signal Hill Municipal Code, the Los Angeles County Sanitation District, the Los Angeles County Health Department, and all other applicable agencies.
33. The applicant shall submit plans for review to the Los Angeles County Fire Department Plan Check Division and comply with all Current Los Angeles County Fire Department Code requirements.
34. The applicant shall meet all National Pollution Discharge Elimination System requirements.
35. The applicant shall submit for City review and approval, and obtain all necessary permits for any tenant improvements, including plumbing, mechanical, and electrical repairs.
36. No events of any kind shall be held in the parking lot or any outdoor area on the property, as to render parking space(s) and circulation drive aisles as non-functional.
37. The applicant shall provide public restrooms for business patrons, which should be maintained in a clean and first-class condition.
38. The applicant shall utilize EDCO Disposal for all refuse and recycling collection services. EDCO Disposal is the City's exclusive franchisee for these services. Dumpsters cannot occupy or obstruct access to required off-street parking.

39. The applicant shall be furnished with this list of conditions and shall sign an acknowledgment of the fact that should they default on the above conditions, the default shall constitute a violation of the permit and shall be cause for its revocation.

End of Conditions.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal
Hill, California 90755-3799

STAFF REPORT

8/9/2022

AGENDA ITEM

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

FROM:
**THOMAS BEKELE
PUBLIC WORKS DIRECTOR**

SUBJECT:
**PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH LAND CM CORP
FOR GRANT WRITING AND SUPPORT SERVICES**

Summary:

The City Council will consider entering into a Professional Consultant Services Agreement with Land CM Corp (Land CM) for grant writing services and authorization for a budget appropriation of \$55,000 for the Fiscal Year 2022-23 Operating Budget.

Recommendations:

1. Authorize the Interim City Manager to enter into a Professional Consultant Services Agreement with Land CM to provide Grant Writing and Support Services, for a term of one year and a not-to-exceed contract amount of \$50,000, plus standard contingencies of up to a 180-day term extension and/or up to \$5,000 in a form approved by the City Attorney.

2. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA,
AMENDING THE ADOPTED BUDGET AND AUTHORIZING BUDGET APPROPRIATIONS FOR
FISCAL YEAR 2022-23

Fiscal Impact:

The total cost of services to be provided by Land CM is a not-to-exceed amount of \$50,000. The City's Purchasing and Contracting Guidelines allow for an additional 10% compensation contingency. For this Agreement, the contingency amount is \$5,000. Council initially approved appropriations of \$50,000 in FY 2021-22, staff is requesting a carryover of the unused appropriations to the FY 2022-23 operating budget in form of a budget adjustment in Public Works division for contract services (Account No. 100-91-5400).

Strategic Plan Objectives:

Goal No. 1: Ensure long-term fiscal stability.

Goal No. 4: Maintain and improve the public infrastructure.

Background:

County, state, and federal agencies have several funding programs to assist cities with financing infrastructure projects. Funding agencies often require cities to submit detailed grant applications to establish that a proposed project meets the funding agency's criteria for eligibility. The process of identifying potential funding sources and writing grant applications requires the expertise of professionals who specialize in this process in order to maximize the City's funding opportunities. City staff has identified several projects for which there is potential to acquire grant funding from outside agencies (Exhibit A to the Agreement).

On April 26, 2022, Staff issued a Request for Proposals (RFP) for Grant Writing and Support Services. The RFP detailed the scope of work expected from the consultant and project budget. Responses were due on May 26, 2022.

The goal of the RFP is for the awarded consultant to provide the following scope of work:

- 1) Identify funding needs;
- 2) Locate funding sources; and
- 3) Provide grant-writing assistance to the City in obtaining available funding.

The awarded consultant is expected to achieve this by completing the following tasks:

- 1) Review the City's Capital Improvement Plan and identify projects that are most competitive for grant funding;
- 2) Research funding opportunities at county, state and federal levels, as well as private grant opportunities;
- 3) Prepare and submit grant applications, and any requested follow-up materials;
- 4) Report monthly to City staff on grant opportunities available, grant applications submitted, and status throughout the life of the grant;
- 5) Offer expert advice on how to determine outputs, outcomes, measure of success, and how to make grant applications competitive; and
- 6) Attend meetings with City staff and stakeholders to facilitate grant development.

Analysis:

Circulation Process

On April 26, 2022, the RFP was posted on the City's website, at the City's public notice locations, on PlanetBids via the City's online portal, and published in the *Signal Tribune* newspaper. The City received four proposals from the following firms:

1. Land CM
2. Intuitive Group

3. California Consulting Inc.
4. The CrisCom Company

Evaluation Process

The City utilized a four-member review committee consisting of the Public Works Director, Associate Engineer, Management Assistant, and Administrative Assistant. The committee reviewed all four proposals with a focus on the following criteria:

- Qualifications of the Firm: Technical experience in performing work of a similar nature, experience working with public agencies, and strength and stability of the firm.
- Proposed Team and Organization: Qualifications of proposed personnel and key personnel, logic of organization, adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- Commitment and Availability: Firm's current workload and ability to demonstrate and deliver the project based on the committed resources and within the proposed defined schedule.
- Detailed Work Plan: Thorough understanding of the City's requirements and objectives, logic, clarity, specificity, and overall quality of work plan.
- Defined Approach: Approach to carry out and acquire the field review data, perform the design in an efficient and effective manner, and ability to deliver quality final work product per the proposed project schedule.

The ranking criteria was weighted as follows:

**Table 1.
Proposal Evaluation Ranking Criteria**

Criteria Description	Weight
Qualification of the Firm (experience, stability, and references)	20
Qualification of proposed personnel	20
Commitment and availability	20
Understanding of the work to be done	25
Defined approach	15
Total	100

The results of the evaluation process were as follows:

Table 2.
Proposal Evaluations

Evaluation Criteria	Land CM	Intuitive Group	California Consulting	CrisCom Company
Qualification of the Firm (experience, stability, and references)	19	14	N/A	N/A
Qualification of proposed personnel	19	15	N/A	N/A
Commitment and availability	20	18	N/A	N/A
Understanding of the work to be done	24	15	N/A	N/A
Defined approach	12	12	N/A	N/A
EVALUATION TOTAL	93	73	N/A	N/A

Consultant Selection

On June 7, 2022, the review committee interviewed two of the four consultants that submitted proposals, including the highest scoring consultant, Land CM. California Consulting and CrisCom Company submitted proposals but did not schedule to have an interview with City staff, therefore they were not considered for selection. Land CM's proposal best addressed the evaluation criteria and conveyed the most logical approach and methodology for the services requested by the City. As outlined in their proposal, Land CM has significant experience in funding strategies, grant applications, and project management. Land CM has prepared grant applications for local agencies such as cities of Irvine, Downey, and Norwalk. During the interview, Land CM personnel provided competent responses to all questions, affirming their understanding of grant writing. Accordingly, the review committee concluded Land CM was the best qualified firm for this service.

Reviewed:

Sharon del Rosario

Approved:

Joe Hoefgen

Attachments

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of August 2022, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755 ("City") and Land CM Corp., a California Corporation, with its principal place of business at 29642 Alta Terra, Laguna Niguel, CA 92677 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional grant writing and support consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional grant writing and support consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional grant writing and support consulting services for the City's Capital Improvement Plan projects ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from August 9, 2022 to August 9, 2023, unless earlier terminated as provided herein. At City's sole discretion, this term may be extended by up to 180 calendar days with the approval of the City's Public Works Director. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

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

3.2.5 City's Representative. The City hereby designates Patrick Kelly, Contracts Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Shirley Land, President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Compliance with DAMP and LIP. Not Applicable.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

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3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Fifty Five Thousand Dollars (\$55,000) over the term of the Agreement without written approval of the City Council or City Manager as applicable. This includes a contingency (equal to 10% of the base compensation) in the amount of Five Thousand Dollars (\$5,000) which may be authorized by the City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the

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Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

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

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

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

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

Consultant:	Land CM 29642 Alta Terra Laguna Niguel, CA 92677 ATTN: Shirley Land, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Patrick Kelley, Contracts Manager

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

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

(BB&K 2019)

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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

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

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

(BB&K 2019)

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

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

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

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

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

LAND CM CORP.

By: _____
Joseph M. Hoefgen
Interim City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Carmen R. Brooks
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The City provides a wide variety of services to its citizens on a daily basis. Budgets are stretched thin to provide these services and therefore there is always a need to locate outside funding through grants to allow Departments to do even more for its citizens. The Consultant will provide a critical role in identifying the needs, locating the funding sources, and providing assistance to the City in obtaining available funding that will bring the most value to the City.

- a. Provide an experienced team that will work with City preferably for term of contract.
- b. Meet with the City team and review Capital Improvement Plan and other strategic planning documents to identify funding needs and project scopes.
- c. Identify best projects, those likely to be most competitive for grant award.
- d. Research funding opportunities at county, state, and federal level as well as from private grant entities that align with City's strategic needs.
- e. Provide an understanding of the grant application process with ability to answer questions clearly and thoroughly.
- f. Provide monthly report on grant opportunities available and grant applications submitted and their status throughout the life of the grant.
- g. Prepare and submit grant applications.
- h. Prepare/gather demographic information, statistics, and collateral material such as letters of support to tell a complete story of our community need.
- i. Use the most qualified resources in writing successful grants for City departments including but not limited to Community Services/Parks & Recreation, Engineering/Public Works, Community Development, and Police.
- j. Present grant applications to entities for funding such as Caltrans, Southern California Associated Governments (SCAG), state/federal grant funding, Proposition 68 funding, the Land Water and Conservation Fund, other state/federal parks funds, the California State Library, National Endowment of the Arts, and other arts funding sources.
- k. Offer expert advice on how to determine outputs, outcomes, and measure of success as required in most grant applications.
- l. Offer expert advice on how to make grant applications as competitive as possible.
- m. Attend meetings with staff and stakeholders to facilitate grant development.
- n. Develop timelines and work with staff to ensure team meets grant deadlines and submits complete and competitive applications.
- o. Prepare any requested follow-up materials.
- p. Assist with post-award administration and compliance.
- q. q. For unsuccessful applications, conduct a briefing with awarding agency to learn how application could be improved in the future.

PROJECTS SEEKING GRANTS

1. Sustainable City Committee Public Trails Maintenance Rebate Program
 - a. Dollar amount of request: \$25,000 - 50,000
 - b. Summary: Many of the beautiful, publicly accessible trails in Signal Hill are owned and maintained by HOAs. As maintenance costs have increased, in addition to increased utilization during Covid-19, these HOAs are struggling with funding for maintenance activities. The City would like to offer a maintenance rebate program to ensure the ongoing maintenance of these regional public amenities in first-class condition. Rebates could be accessed for maintenance activities such as:

- i. Painting of handrails
 - ii. Removal of graffiti
 - iii. Increased plantings (trees and groundcover)
 - iv. Upgrading of outdated, inefficient irrigation systems
- 2. Fencing for Reservoir Park Tot Lot
 - a. Dollar amount of request: \$175,000
 - b. Summary: Surround tot lot and seating areas with decorative fencing.
- 3. Renovate Signal Hill Park Tot Lot
 - a. Dollar amount of request: \$1M
 - b. Summary: Renovate Signal Hill Park Tot Lot to increase accessibility and add bold play features such as climbing towers, rope or plank walking bridges, slides, and a signature piece.
- 4. Renovate Hillbrook Park
 - a. Dollar amount of request: \$1.5M – 3M
 - b. Summary: Repurpose entire lot to include removal of dry creek bed, expansion of playground to include new, natural play equipment and a swing bay, add shelter covering to current cement picnic tables. Add elements to encourage interaction with nature, such as water, sand, and mud.
- 5. Spud Field
 - a. Dollar amount of request: \$500,000 - \$15M
 - b. Summary: Redesign and repurpose Spud Field to enhance usage capabilities. Dependent upon funding received, construct the following components to update Spud Field as part of the Signal Hill Civic Center.
 - i. Walking loop
 - ii. Outdoor exercise/fitness stations
 - iii. Ball courts
 - iv. Picnic areas
 - v. Landscaping and lighting
- 6. Signal Hill Intergenerational Community Center
 - a. Dollar amount of request: \$15M – 20M
 - b. Summary: Replace the existing outdated Community and Youth Centers with a new Intergenerational Community Center to build out the Signal Hill Civic Center.
- 7. Temple Reservoir Expansion Project
 - a. Dollar amount of request: \$3M-\$5M
 - b. Summary: Add a 1-million-gallon capacity water tank at Temple Reservoir to meet current peak demand, storage, and fire flow protection.
- 8. SCADA System Upgrade
 - a. Dollar amount of request: \$80,000
 - b. Summary: Upgrade/replace Citywide SCADA system for water infrastructure.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall perform all Services in accordance with the approved work schedule and within a one-year term from the date specified in the Notice to Proceed (NTP).

EXHIBIT "C" **COMPENSATION**

<u>Task</u>	<u>Cost</u>
Task 1 – Needs Analysis. Research and Preparation of Technical Memorandum for Projects	\$ 11,500
Task 2 – Funding Plan Research Potential Grant and Funding Sources including Strategies and Schedules, Data Requirements	\$13,500
Task 3 – Monthly status reports	\$ 5,000
Task 4 – On-Call Grant Writing**	Proposal Submitted for each application
Task 5 – On-going Grant Support as Required Monthly Meetings (11 after initial meeting) and Funding Follow-up	\$ 20,000

****This is an estimate for budget purposes only for the Fund Needs Analysis. The RFP did not include details on the number of projects that they want reviewed.**

City of Signal Hill
Request for Proposals (RFP) for Grant Consulting Services



BILLING RATES
2022-2023

<u>Classification</u>	<u>Rate</u>
Principal/Project Manager	\$ 180.00/Hr
<u>Non-Labor Expenses</u>	
Printing	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%



BILLING RATES
2022-2025

<u>Classification</u>	<u>Rate</u>
Principal	\$ 230.00/Hr
CADD Manager/Senior Designer	\$ 125.00/Hr
Administration/Office Support	\$ 65.00/Hr
<u>Non-Labor Expenses</u>	
Printing	Cost plus 5%
Reproduction (Blue lines)	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%

❖ Compliance with Employment Nondiscrimination Laws

Land CM Corp has not received any final decisions or orders of Federal or State agencies regarding the subject of nondiscrimination in employment



INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability**

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to

waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing

subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

RESOLUTION 2022-08-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SIGNAL HILL, CALIFORNIA AMENDING THE ADOPTED
BUDGET AND AUTHORIZING BUDGET
APPROPRIATIONS FOR FISCAL YEAR 2022-23**

WHEREAS, the City Council approves the appropriation of funds for the purpose stated below.

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

Section 1. To authorize budget adjustment 23-XXX of the FY 2022-23 Budget as follows:

Purpose: Grant Writing and Support Services

<u>Fund</u>	<u>Dept</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
1	General Fund			
100	91	5400	Public Works Contract Services	\$55,000

Section 2. To add the above-referenced adjustments to the Budget Adjustment Status Report (Exhibit A).

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council on this 9th day August, 2022.

KEIR JONES
MAYOR

ATTEST:

CARMEN R. BROOKS
CITY CLERK

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

I, CARMEN R. BROOKS, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2023-08-XXXX was adopted at a regular meeting of the City Council of the City of Signal Hill held on the 9th day of August 2022 and that the same was adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CARMEN R. BROOKS
CITY CLERK

CITY OF SIGNAL HILL - SUMMARY OF BUDGET ADJUSTMENTS - FY 2022-23

Budget Adjustment #	Council Date	Description		Revenues	Expenditures	Capital Outlay	Transfers In	Transfers Out	Net Change
General Fund - 100			Adopted	29,583,934.27	30,008,469.23	2,252,822.00	3,242,873.00	3,466,883.00	
BA 23-001	6/14/2022	LLMD - Increased Assessment			(9,990.63)				9,990.63
			Adjusted	29,583,934.27	29,998,478.60	2,252,822.00	3,242,873.00	3,466,883.00	Total 9,990.63
Prop A - 202			Adopted	286,463.00	227,877.00	-	-	-	
BA 23-002	6/28/2022	Prop A Expenditure Adjustments			3,791.00				(3,791.00)
			Adjusted	286,463.00	231,668.00	-	-	-	Total (3,791.00)
Lighting and Landscaping - 260			Adopted	58,853.00	54,673.22	-	-	-	
BA 23-001	6/14/2022	LLMD - Increased Assessment		26,015.00	30,002.63				(3,987.63)
			Adjusted	84,868.00	84,675.85	-	-	-	Total (3,987.63)
Garage-Fleet Fund - 601			Adopted	-	-	-	-	-	
BA 23-003	7/26/2022	Replacement Vehicles (Carryover)*				142,000.00			(142,000.00)
			Adjusted	-	-	142,000.00	-	-	Total (142,000.00)

Notes: If the net change is positive, there is an overall increase to the Fund Balance. If negative, there is an overall reduction to the Fund Balance.

* BA 23-003 carryover will utilize reappropriated unused funds from fiscal year 2021-2022.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
Hill, California 90755-3799

8/9/2022

AGENDA ITEM

TO:

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

FROM:

**JOE HOEFGEN
INTERIM CITY MANAGER**

**SHARON DEL ROSARIO
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

SUBJECT:

CONTRACT AMENDMENT REGISTER DATED AUGUST 9, 2022

Summary:

The Contract Amendment Register is a listing of proposed contract amendments eligible for streamlined processing based upon the following criteria as documented in the City's Purchasing Policy:

- Funds have been authorized as part of the adopted fiscal year Operating Budget;
- Staff are satisfied with the goods/services received to date; and
- City Manager has reviewed and approved each amendment for streamlined processing.

One contract amendment is being presented for City Council consideration. The amendment was prepared in a form approved by the City Attorney.

Recommendation:

Authorize the Contract Amendment Register dated August 9, 2022.

Fiscal Impact:

Funds have been authorized as part of the adopted Fiscal Year 2022-23 Operating Budget.

Strategic Plan Objective:

Goal No. 6: Promote a transparent and open government.

8/9/2022

Attachments

CONTRACT AMENDMENT REGISTER

August 9, 2022

Contract No.	Dept.	Service	Vendor	RFP (Y/N) & Council Approval Date	Cooperative Purchasing (Y/N) & Source	Current Term and Expiration Date	Current Not-to-Exceed	Amendment No.	Additional Term and Date	Additional Comp & CPI	New Not-to-Exceed	Funding Source Account No.	Adopted Budget
TERM AND COMPENSATION													
3	PD	CAD/RMS Dispatch and Reporting Services	Cyrun, Inc	Y 8/24/2015	N	8/23/2022	\$469,000	3	1 Year 8/23/2023	\$67,000	\$536,000	100-75-5570	Yes
COMPENSATION ONLY													
None													
TERM ONLY													
None													

N/A: Not applicable

CITY OF SIGNAL HILL
THIRD AMENDMENT TO
AGREEMENT FOR CAD/RMS DISPATCH AND REPORTING SERVICES

1. PARTIES AND DATE.

This Third Amendment to the Agreement for CAD/RMS Dispatch and Reporting Services (“Third Amendment”) is entered into on the 9th day of August, 2022, by and between the City of Signal Hill, a charter city, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 (“City”) and Cyrun, Inc., a California Corporation, with its principal place of business at 5615 Scotts Valley Drive, Ste. 110, Scotts Valley, CA 95066 (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for CAD/RMS Dispatch and Reporting Services dated August 24, 2015 (“Agreement”).

2.2 First Amendment. The Parties entered into that certain First Amendment to Agreement for CAD/RMS Dispatch and Reporting Services dated December 8, 2020 in order to increase the total amount of compensation under the Agreement and extend the term of the Agreement (“First Amendment”).

2.3 Second Amendment. The Parties entered into that certain Second Amendment to Agreement for CAD/RMS Dispatch and Reporting Services dated August 23, 2021 in order to increase the total amount of compensation under the Agreement and extend the term of the Agreement (“Second Amendment”).

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to increase the total amount of compensation under the Agreement and extend the term of the Agreement.

3. TERMS.

3.1 Contract Sum. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Five Hundred Thirty-Six Thousand Dollars (\$536,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.”

3.2 Schedule of Compensation. Section C of Exhibit “C” of the Agreement is hereby amended in its entirety as follows:

“For the third, fourth, fifth, sixth, seventh and eighth year of support, Contractor will invoice City for Sixty-Seven Thousand Dollars (\$67,000.00) thirty (30) days prior to each anniversary of the execution date of this Agreement, provided that Contractor is not in breach or default of any obligation under the Agreement.”

3.3 Term. Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until August 23, 2023, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

3.5 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

CYRUN, INC.

By: _____
Joseph M. Hoefgen
Interim City Manager

By: _____
Glen Haimovitz
President, CEO

ATTEST:

By: _____
Carmen R. Brooks
City Clerk

By: _____
John Roevekamp
CFO, Secretary and Treasurer

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Matthew E. Richardson
City Attorney



STAFF REPORT

8/9/2022

AGENDA ITEM

TO:

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

FROM:

**JOE HOEFGEN
INTERIM CITY MANAGER**

SUBJECT:

**CONTINUANCE OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL
EMERGENCY IN RESPONSE TO COVID-19 AND FINDINGS RELATED TO AB 361
EXEMPTING THE CITY FROM BROWN ACT TELECONFERENCING RULES**

Summary:

The City Council will consider the continuance of the proclamation of the existence of a local emergency in response to the current public health crisis related to COVID-19. The City Council will also consider whether to continue to hold virtual meetings of all City legislative bodies, as allowed by Assembly Bill (AB) 361.

Recommendations:

1. Receive and file report regarding the continuance of the existence of a local emergency in response to COVID-19.
2. Direct all City legislative bodies to continue to hold meetings virtually and determine that such meetings are exempt from the Brown Act teleconferencing rules based on the following findings set forth in AB 361:
 - a. There is a Statewide state of emergency in effect in response to the COVID-19 pandemic; and
 - b. State or local officials have imposed or recommended measures to promote social distancing.
3. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

Fiscal Impact:

The City continues to incur necessary operational and administrative costs to address the impacts of COVID-19.

As part of the Coronavirus Relief Fund, the City is eligible to receive up to \$144,610 to address costs incurred related to the public health and public safety impacts of COVID-19. As part of the American Rescue Plan, the City is estimated to receive \$2.7 million to address costs related to COVID-19. Staff will continue to pursue additional Federal and State reimbursement for all City costs incurred.

Strategic Plan Objectives:

Goal No. 1: Ensure public safety is a high priority.

Goal No. 6: Promote a transparent and open government.

Background:

Continuance of Local COVID-19 Emergency

On January 30, 2020, the World Health Organization (WHO) declared a novel coronavirus (COVID-19) a public health emergency of international concern. On January 31, 2020, the United States Department of Health and Human Services declared this global outbreak a public health emergency for the United States. The Centers for Disease Control and Prevention (CDC) announced on February 25, 2020 that community spread of COVID-19 was likely to occur in the United States. On March 11, 2020 the WHO made the assessment that COVID-19 can be characterized as a pandemic. On March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency (Attachment A). On March 4, 2020, the Los Angeles County Board of Supervisors declared a Local and Public Health Emergency. On March 13, 2020, President Trump declared a National State of Emergency. On March 19, 2020, the Los Angeles County Department of Public Health (LACDPH) issued an Order of the Health Officer to control the spread of COVID-19 within the County of Los Angeles. On March 19, 2020, Governor Newsom issued Executive Order N-33-20 to control the spread of COVID-19 within the State of California.

Governor Newsom's Proclamation of a State of Emergency issued on March 4, 2020, included the following provision:

8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.

On March 19, 2020, the City Manager acting as the Director of Emergency Services signed a Proclamation of a Local Emergency due to COVID-19. On March 24, 2020, the City Council adopted a resolution ratifying the proclamation of the existence of a local emergency (Attachment B). On June 9, 2020, July 14, 2020, September 8, 2020, October 27, 2020, December 8, 2020, January 26, 2021, March 23, 2021, May 11, 2021, June 22, 2021, August 10, 2021, September 28, 2021, October 26, 2021, November 9, 2021, December 14, 2021, January 11, 2022, February 8, 2022, March 8, 2022, March 22, 2022, April 12, 2022, May 10, 2022, May 24, 2022, June 14, 2022, and July 12, 2022 the City Council received and filed a report on the continuance of the proclamation. Currently, California continues to operate under a state of emergency, as does Los Angeles County. At this time, the local emergency related to COVID-19 continues to exist.

Assembly Bill 361: Teleconferenced Brown Act Meetings

On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21 which continued to allow for complete virtual City Council (and other legislative body) meetings until September 30, 2021.

Effective October 1, 2021, AB 361 allows local government to continue to conduct remote virtual meetings so long as there is a state-proclaimed state of emergency and the legislative body makes mandatory findings, discussed in greater detail below.

Analysis:

On June 15, 2021, Governor Gavin Newsom took action to move California “Beyond the Blueprint” by lifting certain pandemic executive orders while leaving his emergency declaration in place.

AB 361

As noted above, Executive Order N-29-20, which allowed local governments to meet remotely without complying with traditional Brown Act teleconferencing rules, expired on September 30, 2021. AB 361 extends the Executive Order’s exceptions to the Brown Act’s teleconference requirements. Under AB 361, the City may continue using teleconferencing for the duration of the state-proclaimed state of emergency if the City Council finds that (1) state or local officials have imposed or recommended measures to promote social distancing or (2) if meeting in person would present imminent risks to the health and safety of attendees. The City Council is able to make those findings.

The Governor’s proclamation of a state of emergency is still active, and local officials continue to recommend social distancing measures. The LACDPH Health Officer Order, revised April 21, 2022, begins as follows (Attachment C):

SUMMARY OF THE ORDER: The County of Los Angeles is currently experiencing increases in COVID-19 cases and test positivity rates, and related hospitalizations are no longer in decline. The percentage of cases caused by the more easily transmitted BA.2 subvariant, which can cause mild or asymptomatic illness in vaccinated people if they get infected, raises concern for lifting additional required community-level infection control strategies. This Order continues to focus the public health response to COVID-19 in Los Angeles County to protect the most vulnerable among us at higher risk settings, safeguard the functioning of the hospital and health care system, prevent unconstrained illness and spread of COVID-19, and prepare for future challenges presented by the evolving conditions of SARS-CoV-2 virus. ... Importantly, the State Orders recognize that local government entities, businesses, and venues may choose to continue requiring more protective infection control precautions for their customers, visitors and workers. ... As of April 17, 2022, the CDC’s Community Level Metrics, which measure the impact of COVID-19 illness on health and health care systems, indicate that the County has a 7-day average case rate of 82.5 new cases per 100,000 in population, a

7-day cumulative rate of 1.9 new admissions of confirmed COVID-19 per 100,000 population, and a 7-day average of 1.4% of its staffed inpatient beds in use by patients with confirmed COVID-19. These metrics demonstrate that the COVID-19 burden on the County's health care system is currently at a Low level. However, federal CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles are increasing and continue to be at a Substantial level. As recognized by the State Public Health Officer, the continuance of certain community level mitigation measures, especially in high transmission risk settings, is appropriate.

In addition, the LACDPH "Reducing Risk Guidance (English)" as of July 8, 2022, lists the following under the section titled "How to Reduce the Risk of COVID-19" (Attachment D):

Keep your distance. Use two arms lengths as your guide (about 6 feet) for social distancing with people you don't live with.

To continue utilizing the AB 361 exemptions, the Council must, no later than 30 days after voting to continue holding virtual meetings and every 30 days thereafter, reconsider the circumstances of the state's COVID-19 state of emergency and determine that either (a) the state of emergency continues to directly impact the ability of members to meet safely in person, or (b) state or local officials continue to impose or recommend social distancing measures. The City Council's proclamation of the existence of a local emergency will continue until further notice. Staff will provide another update to the City Council no later than August 23, 2022.

Attachments

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 75 countries, including the United States; and

WHEREAS the State of California has been working in close collaboration with the national Centers for Disease Control and Prevention (CDC), with the United States Health and Human Services Agency, and with local health departments since December 2019 to monitor and plan for the potential spread of COVID-19 to the United States; and

WHEREAS on January 23, 2020, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS the California Department of Public Health has been in regular communication with hospitals, clinics and other health providers and has provided guidance to health facilities and providers regarding COVID-19; and

WHEREAS as of March 4, 2020, across the globe, there are more than 94,000 confirmed cases of COVID-19, tragically resulting in more than 3,000 deaths worldwide; and

WHEREAS as of March 4, 2020, there are 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties are in home monitoring based on possible travel-based exposure to the virus, and officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS for more than a decade California has had a robust pandemic influenza plan, supported local governments in the development of local plans, and required that state and local plans be regularly updated and exercised; and

WHEREAS California has a strong federal, state and local public health and health care delivery system that has effectively responded to prior events including the H1N1 influenza virus in 2009, and most recently Ebola; and

WHEREAS experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases in California, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities and within the healthcare delivery system; and

WHEREAS personal protective equipment (PPE) is not necessary for use by the general population but appropriate PPE is one of the most effective ways to preserve and protect California's healthcare workforce at this critical time and to prevent the spread of COVID-19 broadly; and

WHEREAS state and local health departments must use all available preventative measures to combat the spread of COVID-19, which will require access to services, personnel, equipment, facilities, and other resources, potentially including resources beyond those currently available, to prepare for and respond to any potential cases and the spread of the virus; and

WHEREAS I find that conditions of Government Code section 8558(b), relating to the declaration of a State of Emergency, have been met; and

WHEREAS I find that the conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in California.

IT IS HEREBY ORDERED THAT:

1. In preparing for and responding to COVID-19, all agencies of the state government use and employ state personnel, equipment, and facilities or perform any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan, as well as the California Department of Public Health and the Emergency Medical Services Authority. Also, all residents are to heed the advice of emergency officials with regard to this emergency in order to protect their safety.
2. As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.
3. Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.
4. The time limitation set forth in Penal Code section 396, subdivision (b), prohibiting price gouging in time of emergency is hereby waived as it relates to emergency supplies and medical supplies. These price gouging protections shall be in effect through September 4, 2020.
5. Any state-owned properties that the Office of Emergency Services determines are suitable for use to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services for this purpose, notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.
6. Any fairgrounds that the Office of Emergency Services determines are suitable to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and can immediately use the fairgrounds without the fairground board of directors' approval, and

notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.

7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates its respective local health emergency.
8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.
9. The Office of Emergency Services shall provide assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19, if appropriate and necessary, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
10. To ensure hospitals and other health facilities are able to adequately treat patients legally isolated as a result of COVID-19, the Director of the California Department of Public Health may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat legally isolated patients while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
11. To support consistent practices across California, state departments, in coordination with the Office of Emergency Services, shall provide updated and specific guidance relating to preventing and mitigating COVID-19 to schools, employers, employees, first responders and community care facilities by no later than March 10, 2020.
12. To promptly respond for the protection of public health, state entities are, notwithstanding any other state or local law, authorized to share relevant medical information, limited to the patient's underlying health conditions, age, current condition, date of exposure, and possible contact tracing, as necessary to address the effect of the COVID-19 outbreak with state, local, federal, and nongovernmental partners, with such information to be used for the limited purposes of monitoring, investigation and control, and treatment and coordination of care. The

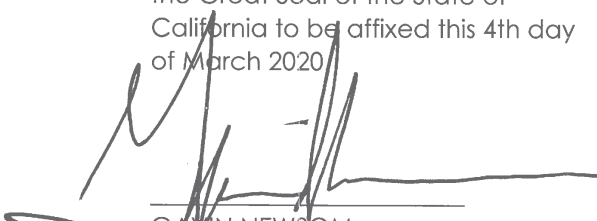
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

13. Notwithstanding Health and Safety Code sections 1797.52 and 1797.218, during the course of this emergency, any EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority. In order to carry out this order, to the extent that the provisions of Health and Safety Code sections 1797.52 and 1797.218 may prohibit EMT-P licensees from transporting patients to facilities other than acute care hospitals, those statutes are hereby suspended until the termination of this State of Emergency.

14. The Department of Social Services may, to the extent the Department deems necessary to respond to the threat of COVID-19, waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations, interim licensing standards, or other written policies or procedures with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 4th day
of March 2020



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



CITY OF SIGNAL HILL

2175 Cherry Avenue ♦ Signal Hill, CA 90755-3799

March 24, 2020

AGENDA ITEM

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

**FROM: HANNAH SHIN-HEYDORN
CITY MANAGER**

**SUBJECT: ADOPTION A RESOLUTION RATIFYING THE CITY MANAGER'S
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY IN
RESPONSE TO COVID-19**

Summary:

City Council will consider ratifying the proclamation of the existence of a local emergency in response to the current public health crisis, made by the City Manager as the Director of Emergency Services, on March 19, 2020.

Recommendations:

1. Waive further reading and adopt the following resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, RATIFYING THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY BY THE CITY MANAGER OF THE CITY OF SIGNAL HILL, AS DIRECTOR OF EMERGENCY SERVICES

2. Provide staff with direction on preferred protocol for future meetings, including those of the City Council, Commissions, and Committees.
3. Provide staff with direction on preferred protocol for continuing government operations.

Attachment B
(Attachments to staff report
not provided)

Fiscal Impact:

The primary costs incurred by the City will be for administrative support in the coordination, surveillance, communication and management of the COVID-19 local emergency, as well as related services and supplies. Current City costs are being covered by existing department appropriations, but City staff will be directed to track all costs separately. Staff will pursue Federal and State reimbursement for all City costs incurred.

Strategic Plan Objectives:

Goal No. 1: Ensure public safety is a high priority.

Goal No. 6: Promote a transparent and open government.

Background:

On January 30, 2020, the World Health Organization (WHO) declared a novel coronavirus (COVID-19) a public health emergency of international concern. On January 31, 2020, the United States Department of Health and Human Services declared this global outbreak a public health emergency for the United States. The Centers for Disease Control and Prevention (CDC) announced on February 25, 2020 that community spread of COVID-19 was likely to occur in the United States. On March 11, 2020 the WHO made the assessment that COVID-19 can be characterized as a pandemic. On March 13, 2020, President Trump declared a National State of Emergency. On March 19, 2020, the Los Angeles County Department of Public Health (LACDPH) issued an Order of the Health Officer to control the spread of COVID-19 within the County of Los Angeles. On March 19, 2020, Governor Newsom issued Executive Order N-33-20 to control the spread of COVID-19 within the State of California.

As of March 20, 2020, the WHO reported that, to date, there were 209,839 confirmed cases of COVID-19, 8,778 of which resulted in death, across 169 countries. On March 19, 2020, the California Department of Public Health (CDPH) reported that, to date, California has 675 confirmed cases of COVID-19, 16 of which have resulted in death. The CDC anticipates that widespread transmission of COVID-19 in the United States will occur.

While there are no reported confirmed cases of COVID-19 in Signal Hill, the City's proposed actions will provide the City additional powers to coordinate local efforts and identify and procure resources needed to effectively address the emergency as needed. Upon the first concerns of the virus becoming a serious health issue, the City's Emergency Management Division began working with the LACDPH. As the situation evolved within the State of California and County of Los Angeles, the City began identifying potential stakeholders and reaching out in a preliminary lean forward posture. The Emergency Management Division is actively participating in daily in-person and

remote briefings (teleconferences or webinars) with LACDPH, Los Angeles County Office of Emergency Management, California Department of Public Health, California Office of Emergency Services and the CDC. As updated information is provided, the Emergency Management Division is providing either written or verbal briefings to appropriate City staff and executives.

The Emergency Management Division began working with the City's Public Information Officer (PIO) to develop external public communication utilizing information and best practices based on guidance provided by LACDPH and the CDC. This included placing dedicated information on the City website, the City social media sites, the City eNewsletter, NextDoor, and the City's emergency notification system (Nixle). The City Manager's Office and the PIO collaborated early to develop guidelines and internal messaging for the safety of the public and City personnel. Information has been placed on the City's website (<https://www.cityofsignalhill.org/coronavirus>) and shared through various mediums. The City's intention is to ensure public safety by minimizing public events and to provide vital services to the public while limiting risk and exposure to City personnel.

Analysis:

On March 19, 2020, the City Manager acting as the Director of Emergency Services signed a Proclamation of a Local Emergency due to COVID-19 (Attachment A). This action was taken to facilitate Signal Hill implementing guidelines to combat the spread as announced at the county, state and national level. This allows the City greater flexibility in enacting rules, policies and purchasing.

Government Code section 8558 defines a local emergency as "the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, **epidemic**, riot, drought, ... or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat." (Emphasis added.)

Under Government Code section 8630, the City Council can proclaim the existence of a local emergency. Under Signal Hill Municipal Code section 2.76.060, if the City Council is not in session, the City Manager, as Director of Emergency Services, is given the authority to proclaim a local emergency subject to ratification by the City Council within seven (7) days. Once the existence of a local emergency is proclaimed, neighboring jurisdictions and the State have the power to provide mutual aid to address the emergency conditions. Pursuant to Government Code section 8630, once proclaimed, the City Council is required to review the need for continuing the local emergency at least every 60 days until the local emergency is terminated, and must proclaim the termination of the local emergency at the earliest possible date that conditions warrant. Currently, the Governor's March 4, 2020 declaration of a State of Emergency waived

the 60-day review requirement. Accordingly, on March 19, 2020 the City Manager proclaimed the existence of a local emergency.

The proclamation will enable the City to more effectively respond to the potential outbreak, put in place a framework that supports the continuity of essential public safety services, seek and utilize mutual aid, potentially obtain reimbursement for expenses incurred to address the pandemic, and ensure the City has all available tools at its disposal to keep the community safe. Once a local emergency is proclaimed, the Director of Emergency Services is empowered to make and issue rules and regulations on matters reasonably related to the protection of life and liberty. As written, the resolution gives the Director all powers, duties, and functions prescribed by State law, the Signal Hill Municipal Code and all ordinances and resolutions of the City in order to mitigate the effects of the local emergency.

While the City is still under a duty to proceed to perform its functions in the preservation of law and order and in the furnishing of local services under Gov. Code 8643, the resolution authorizes the Director of Emergency Services to invoke force majeure as reasonably necessary to address the effects of COVID-19, which allows the City to suspend its contract obligations due to unforeseeable and unavoidable circumstances of COVID-19. The Director is also given the authority to make and enter into contracts for the provision of resources and supplies relating to COVID-19; enforce an order regarding quarantine and curfew; order potentially ill City employees to leave or work remotely and limiting non-essential contact by City employees; adopt and impose substantive limitations on residential or commercial evictions related to financial impacts caused by COVID-19; make and approve orders for the payment of money for any City obligations without the approval or ratification of City Council. The Resolution also gives State, County, and Local first responders and emergency services first priority for things such as gasoline and water.

City Council needs to ratify the proclamation of a local emergency within seven (7) days thereafter, or the proclamation shall have no further force or effect.

Attachments

RESPONDING TOGETHER AT WORK AND IN THE COMMUNITY
POST WINTER SURGE COMMUNITY MONITORING AND CONTINUED RESPONSE MEASURES

Issue Date: **Thursday, April 21, 2022**
Effective at 12:01am on **Friday, April 22, 2022**

Brief Highlights (Changes highlighted in yellow):

4/21/2022:

- Revised to continue to require masks in all public transit within the County, such as, commuter trains, subways, buses, taxis and ride-shares, and indoor transportation hubs, such as, airport terminals, bus, train and subway stations, marina or port stations. It remains the CDC's continuing assessment that at this time an order requiring masking for indoor public transit is necessary for public health. This masking requirement will be reassessed when: community transmission of COVID-19 in Los Angeles County drops to the Moderate Level OR the CDC's assessment is that an order requiring masking in the transportation corridor is no longer necessary for protection of the public's health OR within 30 days of this Order, whichever occurs first.
- Noted updates to Appendix K: Reopening Protocol for Day Camps and Appendix K-1: Reopening Protocol for Overnight Organized/ Children's Camps.

Please read this Order carefully.

SUMMARY OF THE ORDER:

The County of Los Angeles is currently experiencing increases in COVID-19 cases and test positivity rates, and related hospitalizations are no longer in decline. The percentage of cases caused by the more easily transmitted BA.2 subvariant, which can cause mild or asymptomatic illness in vaccinated people if they get infected, raises concern for lifting additional required community-level infection control strategies. This Order continues to focus the public health response to COVID-19 in Los Angeles County to protect the most vulnerable among us at higher risk settings, safeguard the functioning of the hospital and health care system, prevent unconstrained illness and spread of COVID-19, and prepare for future challenges presented by the evolving conditions of SARS-CoV-2 virus. This Order utilizes both the February 25, 2022 Centers for Disease Control and Prevention's (CDC) [COVID-19 Community Level](#) metrics and prevention strategies and the State of California's [SMARTER Plan](#) to guide the realignment of the County's public health mitigation response with a consideration of the current status of COVID-19 in the County.

This Order continues to place certain safety requirements on individuals at higher-risk settings consistent with federal and state recommendations. Further, this Order incorporates by reference the July 26, 2021, and December 22, 2021 Orders of the State Public Health Officer, which require specific transmission prevention measures to be taken by Acute Health Care and Long-Term Care settings, High-Risk Congregate settings, and Other Health Care settings. This Order also supports the CDC's assessment that at this time requiring masking in the

transportation corridor remains necessary for protecting the public health. Importantly, the State Orders recognize that local government entities, businesses, and venues may choose to continue requiring more protective infection control precautions for their customers, visitors and workers.

Masking will continue to be strongly recommended, but no longer be required, in most indoor settings and in K-12 Schools or childcare facilities. Masking will continue to be required for all persons, regardless of vaccination status, in higher transmission risk settings within the County, like on public transit and in transportation hubs, all health care settings, correctional facilities and detention centers, emergency shelters, cooling and heating centers, homeless shelters, and long-term care settings and adult and senior care centers.

As per the CDC, "Masks help prevent people who have COVID-19, including those who are pre-symptomatic or asymptomatic, from spreading the virus to others.¹ Masks are primarily intended to reduce the emission of virus-laden droplets, i.e., they act as source control by blocking exhaled virus.² This is especially relevant for asymptomatic or pre-symptomatic infected wearers who feel well and may be unaware of their infectiousness to others, and who are estimated to account for more than 50% of transmissions.^{3,4} Masks also provide personal protection to the wearer by reducing inhalation of these droplets, i.e., they reduce wearers' exposure through filtration.⁵ The community benefit of wearing masks for SARS-CoV-2 control is due to the combination of these effects; individual prevention benefit increases with increasing numbers of people using masks consistently and correctly.

Appropriately worn masks reduce the spread of COVID-19—particularly given the evidence of pre-symptomatic and asymptomatic transmission of COVID-19. Seven studies have confirmed the benefit of universal masking in community level analyses: in a unified hospital system,⁶ a

¹ Centers for Disease Control and Prevention. Science Brief: Community Use of Masks to Control the Spread of SARS-CoV-2. (December 6, 2021). Retrieved from <https://www.cdc.gov/coronavirus/2019-ncov/more/masking-science-sars-cov2.html>

² Leung NHL, Chu DKW, Shiu EYC, et al. Respiratory virus shedding in exhaled breath and efficacy of face masks. *Nature Medicine*. 2020;26(5):676-680. <https://dx.doi.org/10.1038/s41591-020-0843-2>

³ Moghadas SM, Fitzpatrick MC, Sah P, et al. The implications of silent transmission for the control of COVID-19 outbreaks. *Proc Natl Acad Sci U S A*. 2020;117(30):17513-17515. [10.1073/pnas.2008373117](https://doi.org/10.1073/pnas.2008373117). <https://www.ncbi.nlm.nih.gov/pubmed/32632012>

⁴ Johansson MA, Quandelacy TM, Kada S, et al. SARS-CoV-2 Transmission From People Without COVID-19 Symptoms. *JAMA Netw Open*. 2021 Jan 4;4(1):e2035057. doi: 10.1001/jamanetworkopen.2020.35057.

⁵ Ueki H, Furusawa Y, Iwatsuki-Horimoto K, et al. Effectiveness of Face Masks in Preventing Airborne Transmission of SARS-CoV-2. *mSphere*. 2020;5(5). [10.1128/mSphere.00637-20](https://doi.org/10.1128/mSphere.00637-20). <https://www.ncbi.nlm.nih.gov/pubmed/33087517>

⁶ Wang X, Ferro EG, Zhou G, Hashimoto D, Bhatt DL. Association Between Universal Masking in a Health Care System and SARS-CoV-2 Positivity Among Health Care Workers. *JAMA*. 2020. [10.1001/jama.2020.12897](https://doi.org/10.1001/jama.2020.12897). <https://www.ncbi.nlm.nih.gov/pubmed/32663246>

German city,⁷ a U.S. State,⁸ a panel of 15 U.S. States and Washington, D.C.,^{9,10} as well as both Canada¹¹ and the United States¹² nationally. Each analysis demonstrated that, following directives from organizational and political leadership for universal masking, new infections fell significantly.”

Traveling on public conveyances increases a person’s risk of getting and spreading COVID-19 by bringing persons in close contact with others, often for prolonged periods, and often in crowded settings.

Masks are most likely to reduce the spread of COVID-19 when they are widely used by people in public settings. Masks, especially those that offer the best fit and filtration (e.g., N95s, KN95s, KF94s), are highly recommended, and remain a critical component of our multi-layered approach for protection against COVID-19 infection. A series of cross-sectional surveys in the U.S. suggested that a 10% increase in self-reported mask wearing tripled the likelihood of slowing community transmission. CDPH recently published case-control study conducted in California from February 18 to December 1, 2021, which demonstrated that consistently wearing a face mask or respirator in indoor public settings reduces the risk of acquiring SARS-CoV-2 infection. Masks also remain a critical component for protecting those that are most vulnerable in our communities, people who are not vaccinated or not yet vaccine-eligible, people with compromised immune systems, or those at risk for severe disease and illness. Maintaining masking requirements in specified high-risk settings, when in transportation hubs, and when traveling on public conveyances, is consistent with CDC recommendations.

As of April 17, 2022, the [CDC’s Community Level Metrics](#), which measure the impact of COVID-19 illness on health and health care systems, indicate that the County has a 7-day average case rate of 82.5 new cases per 100,000 in population, a 7-day cumulative rate of 1.9 new admissions

⁷ Mitze T., Kosfeld R., Rode J., Wälde K. *Face Masks Considerably Reduce COVID-19 Cases in Germany: A Synthetic*

Control Method Approach. IZA – Institute of Labor Economics (Germany);2020.ISSN: 2365-9793, DP No. 13319. <http://ftp.iza.org/dp13319.pdf>

⁸ Gallaway MS, Rigler J, Robinson S, et al. Trends in COVID-19 Incidence After Implementation of Mitigation Measures – Arizona, January 22–August 7, 2020. *MMWR Morb Mortal Wkly Rep*. 2020;69(40):1460–1463.10.15585/mmwr.mm6940e3. <https://www.ncbi.nlm.nih.gov/pubmed/33031366>

⁹ Lyu W, Wehby GL. Community Use Of Face Masks And COVID-19: Evidence From A Natural Experiment Of State Mandates In The US. *Health Aff (Millwood)*. 2020;39(8):1419–1425.10.1377/hlthaff.2020.00818. <https://www.ncbi.nlm.nih.gov/pubmed/32543923>

¹⁰ Hatzius J, Struyven D, Rosenberg I. Face Masks and GDP. *Goldman Sachs Research* <https://www.goldmansachs.com/insights/pages/face-masks-and-gdp.html>. Accessed January 20, 2021.

¹¹ Karaivanov A., Lu S.E., Shigeoka H., Chen C., Pamplona S. *Face Masks, Public Policies and Slowing the Spread of Covid-19: Evidence from Canada* National Bureau of Economic Research 2020.Working Paper 27891. <http://www.nber.org/papers/w27891>

¹² Chernozhukov V, Kasahara H, Schrimpf P. Causal Impact of Masks, Policies, Behavior on Early Covid-19 Pandemic in the U.S. *J Econom*. 2021 Jan;220(1):23–62. doi: 10.1016/j.jeconom.2020.09.003. Epub 2020 Oct 17.

24 Hatzius J, Struyven D, Rosenberg I. Face Masks and GDP. *Goldman Sachs Research* <https://www.goldmansachs.com/insights/pages/face-masks-and-gdp.html>. Accessed January 20, 2021.

of confirmed COVID-19 per 100,000 population, and a 7-day average of 1.4% of its staffed inpatient beds in use by patients with confirmed COVID-19. These metrics demonstrate that the COVID-19 burden on the County's health care system is currently at a Low level. However, federal CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles are increasing and continue to be at a Substantial level. As recognized by the State Public Health Officer, the continuance of certain community level mitigation measures, especially in high transmission risk settings, is appropriate.

Importantly, in public transit and transportation hub settings, masking continues to be vitally important to protecting public health, especially those that are most vulnerable and workers who frequently come into close contact with other people (e.g., on public transit and at transportation hubs) in our communities, including people who are unvaccinated, immunocompromised, or at greater risk for severe disease and illness, and those communities disproportionately impacted by COVID-19. Such settings are often crowded with limited and inadequate ventilation. When people wear a well-fitting mask or respirator over their nose and mouth in indoor travel or public transportation settings, they protect themselves and those around them and help keep travel and public transportation safer for everyone.

Even though more people in Los Angeles County and the region are vaccinated against the virus that causes COVID-19, there remains a risk that when outside of their residence people may come into contact with others who may have COVID-19. There are millions of people in Los Angeles County who are not yet vaccinated against COVID-19, including children under 5 years of age who are not currently eligible to be vaccinated, and people who are immunocompromised and may be particularly vulnerable to infection and disease. Most COVID-19 infections are spread by people who have no or mild symptoms of infection. The Omicron variant, currently the predominant strain in Los Angeles County, spreads more easily than the original virus that causes COVID-19. The proportion of cases caused by the BA.2 subvariant continued to increase and has now replaced BA.1.1 as the predominant subvariant, accounting for 67% of sequenced specimens for the week ending March 26, 2022. The BA.2 subvariant is highly transmissible and has become the dominant variant in many countries. Further, the XE subvariant, a combination of the BA.1 and BA.2 subvariants, has been circulating at low levels in the United Kingdom and several other countries. As of April 14, 2022, two cases of the XE subvariant have been identified in California, neither of which was detected in LA County. In the absence of masking while in indoor settings, unvaccinated and partially vaccinated persons are more likely to get infected and spread the virus and any subvariants, which are transmitted through the air and concentrate in indoor settings.

Current vaccines lower the risk of infection and, if infected, help protect against severe illness, hospitalizations, and deaths due to infection with the Omicron variant. However, breakthrough infections in people who are vaccinated can occur, but at a significantly lower rate than those among persons who are not fully vaccinated.¹³ People who are up to date (up to date means

¹³ People are considered "fully vaccinated" against COVID-19 two weeks or more after they have received the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), a single-dose of Johnson

fully vaccinated and received a booster dose or fully vaccinated but not yet booster-eligible) with their COVID-19 vaccines and get COVID-19 are less likely to develop severe illness, be hospitalized, or die than those who are unvaccinated and get COVID-19. Although no vaccine is 100 percent effective at preventing illness in vaccinated people, the currently authorized COVID-19 vaccines, including the primary series, booster shots and additional doses for those who need them, remain the best form of protection against COVID-19 infection, hospitalization, and death. For the week ending April 1, County residents ages 5 and older who were vaccinated were about 2 times less likely to be infected with COVID-19 than unvaccinated people. This suggests that even with the more transmissible BA.2 subvariant spreading in LA County, vaccines continue providing some protection against infection. During this same time period, fully vaccinated LA County residents were 4 times less likely to be hospitalized with COVID-19 than unvaccinated individuals. When comparing fully vaccinated individuals with unvaccinated individuals, during the week ending March 25, fully vaccinated people were 11 times less likely to die from COVID-19. Vaccinations are widely available to those 5 years and older. Booster doses are available for everyone 12 years and older. A second booster at least 4 months after the first booster dose was recently approved for some people at greater risk of COVID-19 infection (i.e., immunocompromised persons, adults age 50 and older, and people age 18-49 who got the J&J vaccine for both their primary and booster doses).

Additionally, according to the CDC "...getting a COVID-19 vaccination is a safer and more dependable way to build immunity to COVID-19 than getting sick with COVID-19. COVID-19 vaccination causes a more predictable immune response than infection with the virus that causes COVID-19." Conversely, the level of protection people get from COVID-19 infection alone may vary widely depending on how mild or severe their illness was, the time since their infection, which variant they were infected with, and their age. A recent study showed that, for people who already had COVID-19, those who do not get vaccinated after their recovery are more than 2 times as likely to get COVID-19 again than those who get fully vaccinated after their recovery. Further, getting a COVID-19 vaccine after recovering from COVID-19 infection provides added protection against COVID-19. People who already had COVID-19 and do not get vaccinated after their recovery are more likely to get COVID-19 again than those who get vaccinated after their recovery.

Based on this current science, the best way to reduce the current level of community transmission, reduce the likelihood of new variants emerging, prevent future surges, and avoid overwhelming the health care delivery system is for everyone who is eligible, including those who have recovered from a COVID-19 infection, to get fully vaccinated and be up to date on their vaccines as soon as possible. People at risk for severe illness from COVID-19 (more likely to be hospitalized, need intensive care, require a ventilator to help them breathe, or die), such as unvaccinated older adults, people from racial and ethnic minority groups, and individuals with

and Johnson [J&J]/Janssen COVID-19 vaccine, or finished the series of a COVID-19 vaccine that has been [listed for emergency use](#) by the World Health Organization.

[underlying medical conditions associated with higher risk for severe COVID-19](#),¹⁴ and members of their households, are strongly urged to get vaccinated against COVID-19 as soon as they can if they have not already done so. And all persons who are fully vaccinated should also receive booster dose(s) of the COVID-19 vaccine as soon as they are eligible since studies show the protection from the primary COVID-19 vaccination decreases over time. With an increased immune response, people should have improved protection against getting infected with and seriously ill from COVID-19, including the variants. Those who are not fully vaccinated are urged to adhere to both the required and recommended risk reduction measures.

We must remain vigilant against variants of the virus that causes COVID-19, especially given the continuing levels of transmission here and in other parts of the country and world. It is, therefore, prudent to strongly recommend continued indoor masking for all, regardless of vaccination status, as an effective public health measure to reduce transmission between people until we reach lower rates of community transmission. We believe that if people who live and work in Los Angeles County continue taking common sense measures to prevent the spread of COVID-19, we will see declines in case, test positivity rates, and hospitalizations.

This Order's primary intent is now to reduce the transmission risk of COVID-19 in the County for those in higher transmission risk settings, especially those who are not fully vaccinated and fully vaccinated but immunocompromised persons. Everyone should recognize that post-surge does not mean that the pandemic is over or that there will not be additional unpredictable waves of surges that will require monitoring and may require implementing different strategies to meet changing mitigation needs. The County will need to be ready to meet those challenges should they arise. You can find more detailed information regarding the metrics used to assess the risk posed by COVID-19 and assign appropriate prevention measures, in the [Los Angeles County Post Surge Response Plan](#).

This Order will be revised in the future, if needed, to reflect the State Executive Orders, California Division of Occupational Safety and Health's (better known as Cal/OSHA) worksite requirements, State Public Health Officer Orders and guidance, and CDC recommendations. Should local COVID-19 conditions warrant, the County Health Officer may, after consultation

¹⁴ Based on the current evidence, a person with one or more of the medical conditions listed below is more likely to get very sick (more likely to be hospitalized, need intensive care, require a ventilator to help them breathe, or die) from COVID-19. The underlying medical conditions associated with high risk severe COVID-19 include: Cancer, Cerebrovascular disease, Chronic kidney disease, Chronic lung diseases (Interstitial lung disease, Pulmonary embolism, Pulmonary hypertension, Bronchiectasis, COPD (chronic obstructive pulmonary disease)), Chronic liver diseases (Cirrhosis, Non-alcoholic fatty liver disease, Alcoholic liver disease, Autoimmune hepatitis), Cystic fibrosis, Diabetes mellitus, type 1 and type 2, Disabilities (Attention-Deficit/Hyperactivity Disorder (ADHD), Cerebral Palsy, Congenital Malformations (Birth Defects), Limitations with self-care or activities of daily living, Intellectual and Developmental Disabilities, Learning Disabilities, Spinal Cord Injuries), Heart conditions (such as heart failure, coronary artery disease, or cardiomyopathies), HIV (human immunodeficiency virus), Mental health disorders (Mood disorders, including depression, Schizophrenia spectrum disorders), Neurologic conditions limited to dementia, Obesity (BMI ≥ 30 kg/m²), Primary Immunodeficiencies, Pregnancy and recent pregnancy, Physical inactivity, Smoking (current and former), Solid organ or hematopoietic cell transplantation, Tuberculosis, and Use of corticosteroids or other immunosuppressive medications.

with the Board of Supervisors, issue Orders that are more protective than those of the State Public Health Officer.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all cities and unincorporated areas within the County of Los Angeles, except for the cities of Long Beach and Pasadena that must follow their respective City Health Officer orders and guidance. This Order is effective at 12:01 am on **Friday, April 22, 2022**.

**UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND
SAFETY CODE SECTIONS 101040, 101085, AND 120175,
THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:**

- 1) This Order supersedes the Health Officer's Prior Order.
- 2) This Order's intent is to continue to protect the most vulnerable, including those at risk of experiencing elevated rates of illness, **hospitalization**, and death, from COVID-19, including those in higher transmission risk settings, safeguard the functioning of hospitals and the health care system, prevent unconstrained spread and significant illness, and continue increasing COVID-19 vaccination and booster dose rates to reduce transmission of COVID-19 long-term, so that the whole community is safer, and the COVID-19 health emergency can come to an end. Failure to comply with any of the Order's provisions constitutes an imminent threat and menace to public health, and a public nuisance, and is punishable by citation or fine.
 - a) This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction. The Order is consistent with existing authority that local health jurisdictions may implement or continue more **protective** public health measures if the jurisdiction's Local Health Officer determines that health conditions in that jurisdiction warrant such measures. Where a conflict exists between this Order and any State Public Health Officer Order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls, unless the County of Los Angeles is subject to a court order requiring it to act on, or enjoining it from enforcing, any part of this Order.
- 3) All persons living and working within the County of Los Angeles Public Health Jurisdiction should continue to always practice required and recommended COVID-19 infection control measures and when among other persons in community, work, social or school settings, especially when multiple unvaccinated persons from different households may be present and in close contact with each other, and especially when in indoor or crowded outdoor settings.

All persons in the general public diagnosed with COVID-19 must review and comply with the requirements for isolation provided in the Health Officer Public Health Emergency [Isolation Order](#). And those who were exposed to someone who tested positive for COVID-19 while the positive person was infectious must review and comply with the quarantine requirements

provided in the Health Officer Public Health Emergency [Quarantine Order](#). Separate isolation and quarantine requirements are outlined in the [Coronavirus Disease 2019: Infection Prevention Guidance for Healthcare Personnel](#) and in [Appendix T1: Reopening Protocols for K-12 Schools for students in K-12 School Settings](#).

4) Face Masks. All individuals, businesses and employers must follow the requirements of this Order.

- a) This Order and the State Public Health Officer strongly recommend that all persons, regardless of vaccination status, continue to wear face masks indoors to prevent transmission to:
 - i) Persons with a higher risk of infection (e.g., unvaccinated or immunocompromised persons),
 - ii) Persons with prolonged, cumulative exposures (e.g., workers), or
 - iii) Persons whose vaccination status is unknown.

When people wear a well-fitting mask with good filtration correctly, they protect others as well as themselves. Consistent and correct mask use (covering nose and mouth) is especially important indoors when in close contact with (less than six feet from) others who are not fully vaccinated against COVID-19 or whose vaccination status is unknown.

b) Masks are required to be worn by everyone, 2 years of age and older, regardless of COVID-19 vaccination status, in the following settings **within the County**:

- i) On public transit (examples: **commuter** trains, subways, buses, taxis, and ride-shares),
- ii) **Indoor** transportation hubs (examples: airport **and** bus terminals, marina, train **and** subway stations, seaport or other ports, or any other area that provides transportation);

Please note, masking while on public transit and indoors at transportation hubs is needed to continue to protect both our most vulnerable residents, workers who frequently come into close contact with other people (e.g., on public transit and at transportation hubs), and those communities disproportionately impacted by COVID-19. Such settings are often crowded with limited and inadequate ventilation. This masking requirement will be reassessed when either: community transmission of COVID-19 in Los Angeles County drops to the Moderate Level OR the CDC's assessment is that an order requiring masking in the transportation corridor is no longer necessary for protection of the public's health OR within 30 days of this Order, whichever occurs first.

- iii) Indoors in K-12 schools and childcare facilities through March 11, 2022 (See, Appendix T1 for K-12 School masking requirements). Beginning March 12, 2022, the universal masking requirement for K-12 Schools and Childcare settings will terminate. Both the County and State Public Health Officers strongly recommend that individuals in these settings continue to mask in indoor settings when the universal masking requirement lifts.

- iv) Healthcare settings (including long term care facilities and adult and senior care facilities). This requirement applies to all health care settings, including those that are not covered by the [State Health Officer Order issued on July 26, 2021](#).
 - v) State and local correctional facilities and detention centers, and
 - vi) Homeless shelters, emergency shelters, and cooling and heating centers.
- c) Masks are strongly recommended for all persons, regardless of vaccine status, in other indoor public settings and businesses (examples: retail, restaurants, theaters, family entertainment centers, cardrooms, meetings, state and local government offices serving the public). Well-fitting and better filtering masks (e.g., double masks, high filtration cloth masks, medical masks) and respirators (e.g., N95s, KN95s, KF94s) are highly recommended. In settings where masks are strongly recommended, local government entities, businesses, venue operators or hosts should, as a strategy to reduce the risk of transmission at their site(s), consider:
- i) Providing information to all patrons, guests and attendees regarding mask recommendations or their masking requirements for all persons regardless of vaccine status.
 - ii) Providing information to all patrons, guests and attendees to consider [better fit and filtration](#) for their masks. Medical masks or higher-level respirators (e.g., N95s, KN95s, KF94s) with a good fit are recommended over cloth masks.
 - iii) Requiring all patrons, workers, or both to wear masks, especially when risk in the community may be substantial or high, or if those being served are at high-risk for severe disease or illness.
- d) Special considerations are made for people with communication difficulties or certain disabilities. Clear masks or cloth masks with a clear plastic panel that fit well are an [alternative type of mask](#) for people who interact with people who are deaf or hard of hearing, children or students learning to read, people learning a new language, and people with disabilities.
- e) All local government entities, businesses, venue operators or hosts should implement measures, including posting conspicuous signage, to clearly communicate the masking requirements to all persons on their premises.
- f) No person can be prevented from wearing a mask as a condition of participation in an activity or entry into a business.
- g) In workplaces, most employers and businesses are subject to the Cal/OSHA COVID-19 [Emergency Temporary Standards \(ETS\)](#) and some to the [Cal/OSHA Aerosol Transmissible Diseases Standards](#), and should consult those regulations for additional applicable requirements. The ETS allow local health jurisdictions to require more protective mandates.
- i) In workplace establishments and settings with active outbreaks, the site is required to cooperate with Public Health's investigation of the outbreak, and quarantine and isolation may be extended for additional days by County Public

Health outbreak investigators to help lower the risk of ongoing transmission at the site.

- ii) Healthcare personnel in any setting must comply with the State's *Guidance on Quarantine for Health Care Personnel (HCP) Exposed to SARS-CoV-2 and Return to Work for HCP with COVID-19*, as described in [AFL-21-08.8](#).
- h) In workplace indoor settings where masking is recommended, but not required, employers are required to offer for voluntary use well-fitting medical masks¹⁵ and respirators, such as an N95, KN95 or KF94, at no cost to their employees who work indoors and have contact with other workers, customers, or members of the public, or in vehicles with more than one person. Please note, that Cal/OSHA COVID-19 ETS require that employers provide respirators upon request for voluntary use to employees who are not fully vaccinated and who are working indoors or in vehicles with more than one person.
- i) Employers that elect to maintain universal masking indoors at their business, facility, or venue are to provide well-fitting medical masks at no cost to their employees.

5) Mandatory Reporting by Businesses and Governmental Entities. Persons and businesses within the County of Los Angeles Public Health Jurisdiction must continue to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health regarding isolation of persons confirmed or suspected to be infected with the virus that causes COVID-19 disease or quarantine of those exposed to and at risk of infection from COVID-19. In instances where the County has not provided a specific guidance or protocol, specific guidance or protocols established by the State Public Health Officer shall control.

- a) In the event that an owner, manager, or operator of any business knows of three (3) or more cases of COVID-19 among their employees, assigned or contracted workers or volunteers within a span of 14 days, the employer must report this outbreak to the Department of Public Health at (888) 397-3993 or (213) 240-7821, or online at www.redcap.link/covidreport.
- b) In the event that an owner, manager, or operator of any business is informed that one or more employees, assigned or contracted workers, or volunteers of the business has tested positive for, or has symptoms consistent with COVID-19 (case), the employer must have a protocol to require the case(s) to isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s).

¹⁵ Masks with an adjustable nose bridge that are made of at least three layers of non-woven material (melt-blown fabric and/or polypropylene) will provide increased protection and meet the requirements for a "medical mask." These masks are often sold as disposable, protective, medical, or surgical masks.

- 6) **LACDPH Best Practice Guidance.** All individuals and Businesses are strongly urged to follow the LACDPH Best Practice Guidance, containing health and safety recommendations for COVID-19.
- 7) **Considerations for Persons at Higher Risk for Negative Health Outcomes:** At this time, people at risk for severe illness or death from COVID-19—such as unvaccinated older adults and individuals with [underlying medical conditions associated with higher risk for severe COVID-19](#)—and members of their household should defer participating in activities with other people outside their household where taking protective measures, including wearing face masks and social distancing, may not occur or will be difficult, especially indoors or in crowded spaces. For those who are not yet fully vaccinated, staying home or choosing outdoor activities as much as possible with physical distancing from other households whose vaccination status is unknown is the best way to prevent the risk of COVID-19 transmission.
- 8) **Encourage Activities that Can Occur Outdoors.** All Businesses and governmental entities are urged to consider moving operations or activities outdoors, where feasible and to the extent allowed by local law and permitting requirements, because there is generally less risk of COVID-19 transmission outdoors as opposed to indoors.
- 9) **Ventilation Guidelines.** All Businesses and governmental entities with indoor operations are urged to review the Ventilation Guidelines and implement ventilation strategies for indoor operations as feasible. See California Department of Public Health [Interim Guidance for Ventilation, Filtration and Air Quality in Indoor Environments](#) for detailed information. Nothing in this Order limits any ventilation requirements that apply to particular settings under federal, state, or local law.
- 10) **High-Risk Health Care and Congregate Settings.** This Order incorporates by reference the State Public Health Officer Order of July 26, 2021, which requires additional statewide facility-directed measure to protect particularly vulnerable populations. The Order is found here: [State Public Health Officer Order issued July 26, 2021](#)
- 11) **Sectors that Continue to Require Additional Risk Reduction Measures.** The following sectors serve persons and populations that have lower rates of vaccination, who are at higher risk of being infected, or who are not yet eligible to be vaccinated. As such, these sectors continue to require additional risk reduction measures and must operate subject to the following conditions listed below and those specified in the County sector-specific reopening protocol(s) located at <http://publichealth.lacounty.gov/media/Coronavirus/index.htm>. In settings where pre-entry verification of vaccination or a negative COVID-19 viral test result is not required, local government entities, businesses, venue operators, and hosts may choose to require pre-entry verification of COVID-19 vaccination, pre-entry verification of a negative COVID-19 viral test result, or both as an additional, important strategy to reduce transmission at their site(s), regardless of masking.

- a) **Day camps.** Day camp owners and operators must implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Day Camps, attached to this Order as [Appendix K](#).
- b) **Schools (K-12) and School Districts.** All public and private schools (K-12) and school districts within the County of Los Angeles may open for in-person classes. Educational facilities serving students at any grade level must prepare, implement, and post the required Los Angeles County Department of Public Health Reopening Protocols for K-12 Schools, attached to this Order as [Appendix T1](#), and must follow the Protocol for COVID-19 Exposure Management Plan in K-12 Schools, attached to this Order as [Appendix T2](#).
- c) **Mega Events (Outdoor and Indoor).** The attendance thresholds for Mega Events are 1,000 attendees for Indoor Mega Events and 10,000 attendees for Outdoor Mega Events. Mega Events include conventions, conferences, expos, concerts, shows, nightclubs, sporting events, live events and entertainment, fairs, festivals, parades, theme parks, amusement parks, water parks, large private events or gatherings, marathons or endurance races, and car shows. Mega Events may have either assigned or unassigned seating, and may be either general admission or gated, ticketed and permitted events. These events are considered higher risk for COVID-19 transmission.
 - i) **Indoor Mega Events:** Beginning April 1, 2022, it is strongly recommended, but not required, that Indoor Mega Event operators verify the full vaccination status¹⁶ or pre-entry negative COVID-19 viral test¹⁷ result of all attendees ages 2 and older.

When continuing to implement, Indoor Mega Event operators are strongly recommended **not** to use self-attestation as a method to verify an attendee's status as fully vaccinated or as proof of a negative COVID-19 test result. Operators should cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older. Operators may continue to require masking, regardless of vaccination status. It is also strongly recommended that all attendees, regardless of vaccination status, wear a well-fitting mask, except when actively

¹⁶ The following are acceptable as proof of full vaccination status: 1) A photo identification of the attendee and 2) their vaccination card (which includes name of person vaccinated, type of COVID-19 vaccine provided, and date last dose administered) OR a photo of a vaccination card as a separate document OR a photo of the attendee's vaccine card stored on a phone or electronic device OR documentation of the person's full vaccination against COVID-19 from a healthcare provider.

¹⁷ Pre-entry negative COVID-19 viral testing is testing that must be conducted before entry into the event or venue (both PCR and antigen are acceptable). Results of the test must be available and provided to the operator prior to entry into the event or venue. The following is required as acceptable proof of a negative COVID-19 viral test result: 1) A photo identification of the attendee (for attendees 18 years of age and older) and 2) a printed document from the test provider or laboratory OR an email or text message displayed on a phone from the test provider or laboratory. The test result information needs to include the person's name, date of test, type of test performed, and negative test result. To be considered a valid pre-entry negative COVID-19 viral test result that permits entry into the event or venue, an antigen test must be conducted within one day and PCR test must be conducted within two days prior to event entry.

eating or drinking, while indoors at an Indoor Mega Event. Operators should consider making masks (preferably respirators (e.g., N95s, KN95s, KF94s)) available to attendees upon request. Indoor Mega Event operators must prominently place information on all communications, including reservation and ticketing systems, to ensure guests are aware that the State and County strongly recommend that they be fully vaccinated or obtain a negative COVID-19 test prior to attending the event.

- ii) **Outdoor Mega Events:** It is recommended, but not required, that Outdoor Mega Event operators of events or venues that are ticketed or held in a defined space with controlled points of public entry verify the full vaccination status (see footnote 16) or pre-entry negative COVID-19 viral test (see footnote 17) result of all attendees, ages 5 and older, prior to entry. If pre-entry verification is continued, those attendees who cannot provide proof of full vaccination, a pre-entry COVID-19 negative result from a test conducted within one day for antigen tests and within two days for PCR tests may be accepted. Outdoor Mega Event operators should prominently place information on all communications, including reservation and ticketing systems, to ensure guests are aware of both the County Health Officer's recommendation that all attendees, ages 5 and older, either be fully vaccinated against COVID-19 or obtain a negative COVID-19 viral test prior to attending the event. Operators may continue to require pre-entry vaccination verification or pre-entry a negative COVID-19 viral test result as an additional, important strategy to reduce transmission at their site(s), regardless of masking. If continued, the operator should cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older. Operators are to make face masks available for all attendees.
- iii) **Additional Recommendations for Both Outdoor and Indoor Mega Events:** Mega Event operators are encouraged to follow these additional recommendations:
 - (a) Assign staff to remind all guests of the recommendation to wear face masks while on the premises or location
 - (b) Encourage everyone to get vaccinated and receive a COVID-19 booster when eligible.
 - (c) Encourage all attendees to consider better fit and filtration for masks [Respirators (e.g., N95s, KN95s, KF94s) or surgical masks with good fit are recommended over cloth masks].
 - (d) Facilitate increased ventilation of indoor spaces (i.e., open all windows and doors to increase natural air flow), following California Department of Public Health [Interim Guidance for Ventilation, Filtration and Air Quality in Indoor Environments](#).
 - (e) Encourage everyone to sign up for [CA Notify](#) as an added layer of protection for themselves and the community to receive alerts

- when they have been in close contact with someone who tests positive for COVID-19. Encourage those who test positive for COVID-19 to alert CA Notify to anonymously notify those who may have been exposed.
- (f) Convey the risk of attending large, crowded events where the vaccine status of other attendees may be unknown to the individuals.
 - (g) Convey the risk of attending large, crowded events for populations that may not currently be eligible for vaccination or may be immunocompromised and whose vaccine protection may be incomplete.
 - (h) If along any parade or event route, provide outdoor spaces for eating/drinking/congregating to reduce the risk of transmission in indoor settings.
- d) **Overnight Organized / Children's Camps.** An organized camp is a site with program and facilities established for the primary purpose of providing an overnight outdoor group living experience for recreational or other purposes for five days or more during one or more seasons of the year. A Notice of Intent to Operate must be submitted by the Camp operator to the Environmental Health Division Communityhealth@ph.lacounty.gov prior to operation. The owner or operator of an Overnight Organized/ Children's Camp must prepare, implement, and post the required Los Angeles County Public Health Protocols for Overnight Organized / Children's Camps, attached to this Order as **Appendix K-1.**
 - e) **Organized Youth Sports Activities.** Organized youth sports include all school (TK-12 Grades) and community-sponsored programs and recreational or athletic activities and privately organized clubs and leagues. Organized Youth Sport Protocols do not apply to collegiate or professional sports. This Protocol provides direction on outdoor and indoor youth sports activities to support an environment that presents less risk for participants of these sports. The organizers and operators of Organized Youth Sport Activities must review, implement, and post the required Los Angeles County Public Health Protocol for Organized Youth Sports, attached to this Order as **Appendix S.**
 - f) **Bars, Breweries, Wineries and Distilleries.** It is recommended, but not required, that bars that have a low-risk food facility public health permit and breweries, wineries, and distilleries with a #1, #2, #4, #23 and/or #74 state alcohol license that do not possess or that are not required to have a public health permit to operate require patrons, who are 12 years of age or older, to provide proof of their COVID-19 full vaccination status for entry. Facilities may continue to require pre-entry vaccination verification for indoor service as an additional, important strategy to reduce transmission at their site(s), regardless of the level of community transmission. For facilities that continue a vaccination verification process, the facility should determine whether and communicate to patrons if a negative test result from a COVID-19 viral test conducted within one day for antigen tests and within two days for PCR tests prior to entry is acceptable for indoor service at their site.

- g) **Nightclubs and Lounges**. It is recommended, but not required, that nightclubs and lounges¹⁸ that are open only to persons 18 years of age or older, require patrons to provide proof of their COVID-19 full vaccination status for entry. Facilities may continue to require pre-entry vaccination verification for indoor service as an additional, important strategy to reduce transmission at their site(s), regardless of the level of community transmission. For facilities that continue a vaccination verification process, the facility should determine whether and communicate to patrons if a negative test result from a COVID-19 viral test conducted within one day for antigen tests and within two days for PCR tests prior to entry is acceptable for indoor service at their site.
- h) **Restaurants**. These indoor venues serve food or drink indoors and are required to maintain a valid public health permit to operate. Due to the risk of transmission at places where persons are indoors and unmasked, the County Health Officer strongly recommends that the operators of these venues reserve and prioritize indoor seating and service for patrons who are fully vaccinated against COVID-19.

REASONS FOR THE ORDER

- 12) This Order is based upon the following determinations: evidence of **an increase to** Substantial community transmission of COVID-19 within the County; documented asymptomatic transmission; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that millions of people in the County population continue to be at risk for infection with serious health complications, including hospitalizations and death from COVID-19, due to age, pre-existing health conditions, being unvaccinated or not eligible for vaccination, and the dominance of the more infectious Omicron variant of the virus that causes COVID-19; and limited availability of effective therapeutics. The Order's intent is to continue to reduce the risk of COVID-19 infection for high-risk populations and persons in higher transmission risk settings, especially those who are not or cannot be fully vaccinated against COVID-19 in the County.
- 13) Existing community transmission of COVID-19 in Los Angeles County **has increased to and** remains Substantial and continues to present a significant risk of infection and harm to the health of those who are not or cannot be vaccinated against COVID-19. COVID-19 vaccinations are widely available to those 5 years and older. The Omicron variant of the virus spreads more easily and has caused a significant amount of severe illness and deaths in our county during the winter surge and remains a risk for both those who are fully vaccinated as well as those who not vaccinated against COVID-19. As of, **April 21, 2022**, there have been at least **2,857,772** cases of COVID-19 and **31,913** deaths reported in Los Angeles County. Making the risk of community transmission worse, some individuals who contract the COVID-19 virus have no symptoms or have only mild symptoms, and so are

¹⁸ Nightclub means a commercial establishment dispensing beverages for consumption on the premises and in which dancing is permitted or entertainment is provided, and/or has as its primary source of revenue (a) the sale of alcohol for consumption on the premises, (b) cover charges, or (c) both. A lounge is defined as a business that operates primarily for the preparation, sale, and service of beer, wine, or spirits. Minors are not allowed in a lounge.

unaware that they carry the virus and are transmitting it to others. Because even people without symptoms can transmit the virus, and because evidence shows the infection is now more easily spread, universal indoor masking is a risk reduction measure that is proven to reduce the risk of transmitting the virus. The continuation of this safety measure in settings where indoor masking, regardless of vaccination status, is no longer required is intended to help the County reach a Moderate rate of community transmission as quickly as possible.

- 14)** Epidemiologic evidence demonstrates that the rate of community transmission and test positivity, since late-March 2022, have continued to consistently increase. Although more than 18 million vaccine doses have been administered and more than 7.3 million residents ages 5 and older are fully vaccinated against COVID-19 in Los Angeles County, COVID-19 infection remains a significant health hazard to all residents.

In line with the State Public Health Officer, the Health Officer will continue to monitor scientific evidence and epidemiological data within the County.

- 15)** The Health Officer will continue monitoring epidemiological data to assess the impact of lifting restrictions and fully re-opening sectors. Those Indicators include, but are not limited to:
- a) The number of new cases, hospitalizations, and deaths among residents in areas in the lowest Healthy Places Index (HPI) quartile and by race/ethnicity.
 - b) The COVID-19 case rate.
 - c) New COVID-19 admissions per 100,000 population (7-day total).
 - d) Proportion of staffed inpatient beds occupied by COVID-19 patients (7-day average).
 - e) The percentage of COVID-19 tests reported that are positive.
 - f) The availability of COVID-19 vaccines and the percentage of eligible County residents vaccinated against COVID-19.
 - g) The number of fully vaccinated people who get sick, are hospitalized, or die from COVID-19.
 - h) The sufficient supply and wide availability of effective therapeutics.
 - i) The presence of Variants of Concern, such as, Omicron and Subvariant BA.2, and their impact on indicators (a) – (g).

ADDITIONAL TERMS

- 16)** The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) providing it to any member of the public requesting a copy, and (c) issuing a press release to publicize the Order throughout the County.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER



- a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and download, review and implement all applicable Best Practice Guidance.
 - b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is encouraged to consult the Los Angeles County Department of Public Health's website (www.publichealth.lacounty.gov) daily to identify any modifications to this Order and the Best Practice Guidance and continue to implement these important and necessary infection control protocols.
- 17)** If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
- 18)** This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.
- 19)** This Order may be revised in the future as the State Public Health Officer amends its guidance to reflect evolving public health conditions and recommendations issued by the federal CDC and other public health authorities. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue orders that are more restrictive than the guidance and orders issued by the State Public Health Officer.
- 20)** This Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's May 7, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures in the jurisdiction if the local health officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.
- 21)** Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER**



22) This Order is issued pursuant to Health and Safety Code sections 101040, 120175, and 120295.

23) This Order shall become effective at 12:01am **Friday, April 22, 2022** and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:

A handwritten signature in blue ink, appearing to read 'Muntu Davis, M.D., M.P.H.', is written over a horizontal line.

Muntu Davis, M.D., M.P.H.

Health Officer,
County of Los Angeles

4/21/2022

Issue Date

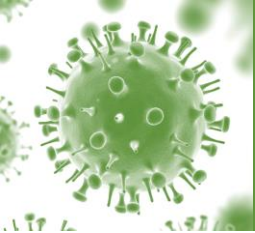
Appendices At-A-Glance

Businesses and customers should continue reviewing best practice documents and sector-specific protocol for designated areas on a regular basis to ensure they are complying with the latest health protection and prevention measures.

All DPH protocol and best practice documents are available at:

<http://publichealth.lacounty.gov/media/Coronavirus/index.htm>

- Appendix K:** Reopening Protocol for Day Camps [Revised 4/14/2022]
- Appendix K-1:** Reopening Protocol for Overnight Organized/ Children's Camps [Revised 4/14/2022]
- Appendix S:** Protocol for Organized Youth Sports [Revised 3/11/2022]
- Appendix T1:** Reopening Protocols for K-12 Schools [Revised 3/11/2022]
- Appendix T2:** Protocol for COVID-19 Exposure Management Plan in K-12 Schools [Revised 3/25/2022]



COVID-19: Reducing Risk

Keeping Safe & Preventing Spread

Which situations are riskier?

Understanding how the COVID-19 virus is spread is important. It will help you to assess your risk and take steps to protect yourself in different situations.

The virus spreads from person to person through respiratory droplets and tiny particles that are released into the air from the mouth and nose of a person who has COVID-19. These droplets/particles are then breathed in by other people or land on their eyes, nose, or mouth. A person's risk of getting infected goes up the closer they are to someone with COVID-19. This is especially true if the infected person is speaking, singing, coughing, shouting, sneezing, or breathing heavily. Their risk is also higher if they are in an enclosed space with poor air flow. This is because the droplets that have the virus can concentrate and spread in the air. They can even stay floating in the air for several hours after an infected person has left the room if there is poor air flow.



This is why masks are important. They lower the number of respiratory droplets people release into the air AND also the number that they breathe in.

It is also possible, but less common, for the virus to spread by touching a surface with droplets on it and then touching your eyes, nose, or mouth.

There are certain places where COVID-19 spreads more easily

- **Closed spaces** with poor air flow.
- **Crowded places** with many people nearby
- **Close contact settings** especially where people are talking (or breathing heavily) close together

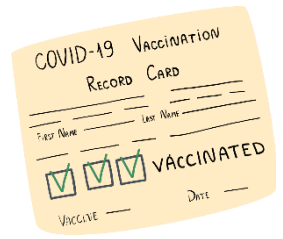
Knowing the level of spread in your area can help you decide what protective measures to take. Everyone needs to take extra precautions when the risk is high. When the risk is low, you can make decisions based on personal preference and comfort level. You should also consider your own level of risk and the level of risk to others in your household or workplace. Consider the following:

- Do you live with others who have a health condition that puts them at higher risk for severe illness from COVID?
- Do you live with anyone who is unvaccinated?
- Does anyone in your home work in a setting with vulnerable people who are at higher risk of severe illness from COVID?

To learn about the current situation in LA County, see [COVID-19 community risk level](#).

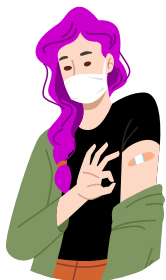
How to reduce the risks of COVID-19

- **Stay up to date with COVID-19 vaccines.** Get all recommended COVID-19 vaccine doses including booster(s). It is the best way to protect yourself from getting seriously ill and dying from COVID-19. The vaccine also reduces the risk of long COVID.
 - Use the [CDC's COVID-19 booster tool](#) to learn if and when you can get a booster. (See [Vaccination](#) below for more information).
- **Wear a mask that fits and filters well.** See ph.lacounty.gov/masks for more information on the types of masks and mask wearing rules and recommendations in Los Angeles County. If you are at [high risk for severe disease](#) or if you are around people who are at high risk, it is very important to wear a [highly effective mask](#) (such as a well-fitting N95, KN95, KF94, or double mask) indoors and in crowded outdoor places. Children under the age of 2 should not wear a mask.
- **Improve air flow.** Avoid indoor spaces with poor air flow as much as possible. Open windows and doors, use fans and portable air cleaners, run heating and air, and upgrade filters. (See CDC [Improving Ventilation in Your Home](#) and the California Department of Public Health flyer [Tips for Reducing Risk Indoors](#)).
- **Choose outdoor spaces** for social and fitness activities when possible.
- **Keep your distance.** Use two arms lengths as your guide (about 6 feet) for social distancing with people you don't live with.
- **Stay home when sick.** If you have [symptoms of COVID-19](#), stay away from others and get tested. To learn about symptoms and what to do if you are sick see ph.lacounty.gov/covidcare. If you are high risk for severe illness from COVID-19 and you test positive for COVID-19, ask for treatment right away, even if your symptoms are mild. See information for [people at higher risk](#) below.
- **Take a rapid COVID-19 viral test** before gathering indoors with others who are not in your household. This is especially important if you will be with people who are at high risk of severe illness. If you test positive, cancel your plans and isolate at home away from others even if you feel well. Visit ph.lacounty.gov/covidtests to learn more about when to get a test, self-tests, and understanding your test results.
- **Wash your hands and/or use hand sanitizer often** - especially after being in public spaces where surfaces are touched by many people. Avoid eating and touching your face with unwashed hands.
- **Be flexible.** Be willing to change your plans or leave if you find yourself in a place where COVID-19 can spread more easily. For example, indoors in a loud crowded restaurant with a lot of people who are not wearing masks.
- **Delay travel until you and the people you are traveling with are up to date with their vaccines.** Be sure to review and follow the CDC [domestic](#) and [international](#) travel guidance.



Vaccination

Vaccination is the best way to protect yourself from getting very sick from COVID-19, ending up in the hospital, or dying. It also lowers your risk of getting long-COVID-19. You need to get all recommended doses (including boosters) to get the best protection.



- If you are already up to date with your COVID-19 vaccines, encourage your family, friends, coworkers, and neighbors to get vaccinated, including their booster(s). Everyone ages 6 months and older should get vaccinated against COVID-19. For more information, visit ph.lacounty.gov/covidvaccineschedules.
- If you are not yet vaccinated or have not gotten a booster, consider getting vaccinated now. Vaccines are safe, effective, and free to everyone regardless of immigration status. Talk with your doctor about any concerns.

Vaccines are widely available across LA without an appointment. Visit ph.lacounty.gov/howtogetvaccinated to find a location near you. Call **1-833-540-0473** if you need help making an appointment, need transportation to a vaccination site, or are homebound. Phone lines are open from 8am to 8:30pm 7 days a week. Information is also available in many languages 24/7 by calling 2-1-1.

People at higher risk of serious illness

Some people are at [higher risk of becoming severely ill](#) and hospitalized if they get COVID-19. This includes people who are not vaccinated, older, or have certain medical conditions. If you are high-risk, you and the people you spend time with should be extra careful. Follow the steps listed [above](#) to reduce your risk and learn about [medicines to prevent or treat infection](#).

Remember to:

- **Stay up to date with your COVID-19 vaccines**
- **Learn about Evusheld – a medicine to prevent COVID-19 infection** if you are immunocompromised or can't get COVID-19 vaccination due to a medical condition.
- **Have a supply of COVID-19 tests or know where to get tested.** Test for COVID if you have symptoms or are a close contact.
- **Be prepared and have a COVID-19 treatment plan.** Medicines to treat COVID work best when they are given as soon as possible. Plan ahead to avoid delays.
- **Ask for treatment right away if you test positive,** even if your symptoms are mild.
- **Wear a highly protective mask** such as a well-fitting N95, KN95, KF95 or double mask when around others, especially indoors or in crowded outdoor spaces.

Medication to prevent and treat COVID-19

Medicine to PREVENT COVID-19 infection

Talk to your doctor if you cannot receive a COVID-19 vaccine for medical reasons or if your immune system is not strong enough to mount a response to the vaccine. If you are age 12 or over, you may be eligible for a medicine called Evusheld. Evusheld works to prevent you from getting COVID-19.

See ph.lacounty.gov/covidmedicines for more information.

Medicine to TREAT COVID-19 infection

If you get COVID-19, there are medicines that you can take that will help keep you out of the hospital. These medicines must be started within the first few days to be effective.

Be prepared and have a plan for getting COVID-19 treatment:

- **Your doctor can write a prescription** that you can fill at over 300 pharmacies in LA County. If you need intravenous treatment, your doctor can refer you to a treatment location.
- **You can use a [Test to Treat](#) program** which is available at many pharmacies and clinics.
- **You can use the Public Health Tele-Health Service** (available seven days a week from 8:00 am - 8:30 pm at 833-540-0473).



The Test to Treat and Tele-health services provide easy access to COVID-19 testing, evaluation, and, if you are eligible, oral COVID-19 treatment. See ph.lacounty.gov/covidmedicines for more information.

TIP! Make a list of all the medicines you are taking, including over the counter medicines and supplements. The doctor will need to know what medicines you are taking before they can prescribe treatment.



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal
Hill, California 90755-3799

8/9/2022

AGENDA ITEM

TO:

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

FROM:

**DAVID HOPPER
CITY TREASURER**

**SHARON DEL ROSARIO
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

SUBJECT:

WARRANT REGISTER DATED AUGUST 9, 2022

Summary:

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

Recommendation:

Authorize payment of the Warrant Register dated August 9, 2022.

Fiscal Impact:

Funds are budgeted and available for payment.

Strategic Plan Objective:

Goal No. 6: Promote a transparent and open government.

8/9/2022

Analysis:

Warrant Register for Council Meeting 8/9/22

Payment Type	Payment Date	Payment Numbers	Total
Regular Check	8/9/2022	115505 THRU 115565	\$ 104,491.71
EFT*	8/10/2022	102125 THRU 102142	\$ 118,836.00
Utility Billing Refunds	8/9/2022	115493 THRU 115504	\$ 2,019.93
Manual Checks	7/26/2022	115490 THRU 115492	\$ 1,500.00
Manual EFT	8/2/2022	102124	\$ 2,688.00
Manual DFT*	7/28/2022	DFT0008221	\$ 452.58
Payroll Vendor Payments	8/1/2022		\$ 117,596.51
Payroll Vendor Payments	8/4/2022		\$ 136,004.41
Payroll**	8/4/2022		\$ 269,998.21
Total			\$ 753,587.61

* EFT/DFT - Electronic/Draft Funds Transfer

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

All warrants are submitted for approval. Invoices and supporting documentation are available for review in the Finance Department.

Approved:

Joe Hoefgen



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 8/9/2022 - 8/9/2022

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 8241 - ALLIED UNIVERSAL SECURITY SERVICES							
115505	08/09/2022	12548531	03/31/2022	SECURITY SVCS: 3/18 - 3/31/22	100-72-5400	Contract Services - General	1,680.00
115505	08/09/2022	12980122	07/07/2022	SECURITY SVCS: 6/24 - 7/7/22	100-72-5400	Contract Services - General	1,740.00
Vendor 8241 - ALLIED UNIVERSAL SECURITY SERVICES Total:							3,420.00
Vendor: 8040 - ARCHIVESOCIAL							
115506	08/09/2022	22436	07/01/2022	ARCHIVING SVCS: FY 22-23	100-45-5630	Media Services	2,988.00
Vendor 8040 - ARCHIVESOCIAL Total:							2,988.00
Vendor: 8755 - BERNY ALMANZA							
115507	08/09/2022	8112021	06/20/2022	DEPOSIT REFUND PERMIT #2337	100-23550	Deposits-Community Services	50.00
Vendor 8755 - BERNY ALMANZA Total:							50.00
Vendor: 4368 - BROADWAY LOCKSMITH SHOP							
115508	08/09/2022	0000134049	07/14/2022	CITYWIDE RESTROOM KEYS	100-94-5400	Contract Services - General	31.41
115508	08/09/2022	0000134050	07/14/2022	COMMUNITY DIRECTOR KEYS	100-92-5400	Contract Services - General	14.21
115508	08/09/2022	0000134083	07/20/2022	FINANCE / IT DEPT KEYS	100-92-5400	Contract Services - General	9.23
Vendor 4368 - BROADWAY LOCKSMITH SHOP Total:							54.85
Vendor: 0471 - CALIF DEPT JUSTICE							
115509	08/09/2022	591005	06/30/2022	FINGERPRINT APPS: JUN 2022	100-46-5400	Contract Services - General	288.00
Vendor 0471 - CALIF DEPT JUSTICE Total:							288.00
Vendor: 1306 - CALIF MUNICIPAL TREASURERS ASC							
115510	08/09/2022	200004024	07/26/2022	MEMBER REGISTRATION	100-53-5320	Travel & Training	25.00
Vendor 1306 - CALIF MUNICIPAL TREASURERS ASC Total:							25.00
Vendor: 0146 - CAPRCBM							
115511	08/09/2022	07012022	07/01/2022	CAPRCBM MEMBERSHIP: FY 22-23	100-82-5310	Dues & Memberships	250.00
Vendor 0146 - CAPRCBM Total:							250.00
Vendor: 8758 - CINDY MEDINA							
115512	08/09/2022	8112021	06/10/2022	DEPOSIT REFUND PERMIT #2334	100-23550	Deposits-Community Services	50.00
Vendor 8758 - CINDY MEDINA Total:							50.00
Vendor: 0377 - CITY OF LONG BEACH							
115513	08/09/2022	07112022	07/11/2022	EMPLOYEE VACCINATION FEES	100-46-5425	Medical Services	129.66

Warrant Register						Payment Dates: 8/9/2022 - 8/9/2022	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
115514	08/09/2022	07192022LQ3	07/19/2022	RADIO TRANSMISSION LEASE: 4/1 - 6/30/22	100-75-5552	Rental of Equipment & Vehicles	5,042.73
						Vendor 0377 - CITY OF LONG BEACH Total:	5,172.39
Vendor: 5248 - CITY OF LONG BEACH							
115515	08/09/2022	07222022	07/22/2022	FY 21-22 ANIMAL CONTROL SVCS: 4TH QTR	100-82-5400	Contract Services - General	23,967.25
						Vendor 5248 - CITY OF LONG BEACH Total:	23,967.25
Vendor: 8240 - COMMERCIAL BUILDING MANAGEMENT SERVICES INC							
115516	08/09/2022	69024	07/01/2022	JANITORIAL SVCS: JUN 2022	100-92-5521	Cleaning Services	10,479.83
115516	08/09/2022	69058	07/01/2022	JANITORIAL SVCS: COMMUNITY SVCS - WINDOW CLEANING	100-92-5521	Cleaning Services	2,340.00
						Vendor 8240 - COMMERCIAL BUILDING MANAGEMENT SERVICES INC Total:	12,819.83
Vendor: 1688 - D & H WATER SYSTEMS INC							
115517	08/09/2022	I2022-0971	07/18/2022	WATER STORAGE TANK	500-40-5560	Repair & Maintenance Services	15,083.75
						Vendor 1688 - D & H WATER SYSTEMS INC Total:	15,083.75
Vendor: 8759 - DESIREE REW							
115518	08/09/2022	8112021	06/27/2022	DEPOSIT REFUND PERMIT #2338	100-23550	Deposits-Community Services	50.00
						Vendor 8759 - DESIREE REW Total:	50.00
Vendor: 0165 - DON MILLER & SON'S							
115519	08/09/2022	362376	05/16/2022	WATER DEPT SUPPLIES	500-40-5740	General Supplies	140.82
						Vendor 0165 - DON MILLER & SON'S Total:	140.82
Vendor: 8763 - ERIC CHON							
115520	08/09/2022	8112021	07/07/2022	DEPOSIT REFUND PERMIT #2346	100-23550	Deposits-Community Services	50.00
						Vendor 8763 - ERIC CHON Total:	50.00
Vendor: 8761 - ERICKA GUTIERREZ							
115521	08/09/2022	8112021	04/29/2022	DEPOSIT REFUND PERMIT #2313	100-23550	Deposits-Community Services	50.00
						Vendor 8761 - ERICKA GUTIERREZ Total:	50.00
Vendor: 1121 - EWING IRRIGATION PRODUCTS INC.							
115522	08/09/2022	17311405	07/14/2022	WATER DEPT SUPPLIES	500-40-5740	General Supplies	141.17
						Vendor 1121 - EWING IRRIGATION PRODUCTS INC. Total:	141.17
Vendor: 3370 - FILE KEEPERS							
115523	08/09/2022	15372	06/30/2022	SHREDDING SVCS: JUN 2022	100-76-5400	Contract Services - General	49.23
						Vendor 3370 - FILE KEEPERS Total:	49.23
Vendor: 1266 - GALLADE CHEMICAL INC							
115524	08/09/2022	1150233	07/20/2022	WATER DEPT SUPPLIES	500-40-5721	Special Department Supplies	398.36
						Vendor 1266 - GALLADE CHEMICAL INC Total:	398.36

Warrant Register						Payment Dates: 8/9/2022 - 8/9/2022	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0856 - HARBOR CHEVROLET							
115525	08/09/2022	15359566	07/11/2022	VEHICLE MAINT UNIT#72818	601-40-5540	Vehicle Maintenance	205.63
115525	08/09/2022	15359633	07/11/2022	VEHICLE MAINT UNIT#72818	601-40-5540	Vehicle Maintenance	121.98
Vendor 0856 - HARBOR CHEVROLET Total:							327.61
Vendor: 8757 - HOPE MARES							
115526	08/09/2022	8112021	03/16/2022	DEPOSIT REFUND PERMIT #2288	100-23550	Deposits-Community Services	250.00
Vendor 8757 - HOPE MARES Total:							250.00
Vendor: 8723 - HOUSE OF STAGES							
115527	08/09/2022	1553	06/10/2022	PARTITIONS IN COUNCIL CHAMBER FOR HYBRID MEETINGS	100-51-5635	COVID-19 Emergency Reimburse	2,633.22
Vendor 8723 - HOUSE OF STAGES Total:							2,633.22
Vendor: 1840 - ICREATE GRAPHIX							
115528	08/09/2022	05_8117	07/12/2022	UNIFORMS: SHIRTS	100-92-5730	Uniforms	195.74
115528	08/09/2022	05_8117	07/12/2022	UNIFORMS: SHIRTS	100-94-5730	Uniforms	852.96
115528	08/09/2022	05_8117	07/12/2022	UNIFORMS: SHIRTS	100-95-5730	Uniforms	174.70
115528	08/09/2022	05_8117	07/12/2022	UNIFORMS: SHIRTS	500-40-5730	Uniforms	1,022.59
115528	08/09/2022	05_8117	07/12/2022	UNIFORMS: SHIRTS	601-40-5730	Uniforms	78.08
Vendor 1840 - ICREATE GRAPHIX Total:							2,324.07
Vendor: 8754 - JEFFREY DAVIS							
115529	08/09/2022	8112021	07/01/2022	DEPOSIT REFUND PERMIT #2342	100-23550	Deposits-Community Services	50.00
Vendor 8754 - JEFFREY DAVIS Total:							50.00
Vendor: 3474 - LA COUNTY AGRICULTURAL COMM							
115530	08/09/2022	221967A	06/30/2022	WEED ABATEMENT SVCS: 4/1 - 6/30/22	223-40-5400	Contract Services - General	2,220.48
Vendor 3474 - LA COUNTY AGRICULTURAL COMM Total:							2,220.48
Vendor: 0655 - LA COUNTY SHERIFF'S DEPARTMENT							
115531	08/09/2022	223420BL	07/12/2022	INMATE MEAL SVCS: JUN 2022	100-75-5721	Special Department Supplies	163.20
Vendor 0655 - LA COUNTY SHERIFF'S DEPARTMENT Total:							163.20
Vendor: 5588 - LACEY MARSAC							
115532	08/09/2022	063	06/17/2022	LIBRARY PROGRAM: CHAIR YOGA	100-82-5723	Event/Program Costs	60.00
Vendor 5588 - LACEY MARSAC Total:							60.00
Vendor: 0496 - LINDE GAS & EQUIPMENT INC							
115533	08/09/2022	30198593	07/22/2022	WATER DEPT SUPPLIES	500-40-5560	Repair & Maintenance Services	137.62
Vendor 0496 - LINDE GAS & EQUIPMENT INC Total:							137.62

Warrant Register						Payment Dates: 8/9/2022 - 8/9/2022	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 3583 - LONG BEACH POLICE DEPARTMENT							
115534	08/09/2022	SHPD-2209	07/07/2022	BOOKING COSTS: JUN 2022	100-75-5400	Contract Services - General	700.00
Vendor 3583 - LONG BEACH POLICE DEPARTMENT Total:							700.00
Vendor: 0727 - LONG BEACH TRANSIT							
115535	08/09/2022	I0008545	07/22/2022	DIAL A LIFT SERVICES: FY 22 - 4TH QTR	202-40-5672	Dial-A-Lift	2,778.00
Vendor 0727 - LONG BEACH TRANSIT Total:							2,778.00
Vendor: 5245 - LOS ANGELES COUNTY POLICE CHIEFS' ASSOCIATION							
115536	08/09/2022	07142022	07/14/2022	STRATEGIC PLANNING WORKSHOP CONFERENCE	100-74-5320	Travel & Training	200.00
Vendor 5245 - LOS ANGELES COUNTY POLICE CHIEFS' ASSOCIATION Total:							200.00
Vendor: 5673 - MEDICO PROFESSIONAL LINEN SERVICE							
115537	08/09/2022	20644052	07/22/2022	SHPD SUPPLIES	100-75-5721	Special Department Supplies	76.91
Vendor 5673 - MEDICO PROFESSIONAL LINEN SERVICE Total:							76.91
Vendor: 8762 - MEGAN KATZ							
115538	08/09/2022	8112021	06/08/2022	DEPOSIT REFUND PERMIT #2333	100-23550	Deposits-Community Services	50.00
Vendor 8762 - MEGAN KATZ Total:							50.00
Vendor: 1115 - MILLERS CHILDREN'S HOSPITAL							
115539	08/09/2022	07202022	07/20/2022	CONTRACT SERVICE AGREEMENT FOR CHILDREN'S HEALTH	100-82-5390	Donations	5,000.00
Vendor 1115 - MILLERS CHILDREN'S HOSPITAL Total:							5,000.00
Vendor: 8722 - MOTHER'S NUTRITIONAL CENTER, INC.							
115540	08/09/2022	567	07/12/2022	FAMILY FOOD DISTRIBUTION: FY 22-23	100-82-5723	Event/Program Costs	7,500.00
Vendor 8722 - MOTHER'S NUTRITIONAL CENTER, INC. Total:							7,500.00
Vendor: 1823 - MSA SYSTEMS INC							
115541	08/09/2022	SGM17789	07/08/2022	SHPD SUPPLIES: LABELS	100-72-5740	General Supplies	404.10
Vendor 1823 - MSA SYSTEMS INC Total:							404.10
Vendor: 8756 - NANCY ECKBERG							
115542	08/09/2022	8112021	07/01/2022	DEPOSIT REFUND PERMIT #2341	100-23550	Deposits-Community Services	50.00
Vendor 8756 - NANCY ECKBERG Total:							50.00
Vendor: 8739 - NIESHIA FREEMAN							
115543	08/09/2022	07012022	07/01/2022	ARC SUMMER CAMP: DESSERT	100-83-5723	Event/Program Costs	250.00
Vendor 8739 - NIESHIA FREEMAN Total:							250.00
Vendor: 0170 - OFFICE DEPOT							
115544	08/09/2022	237248890001	05/02/2022	OFFICE SUPPLIES: FINANCE	100-53-5740	General Supplies	20.22
115544	08/09/2022	245379404001	05/18/2022	OFFICE SUPPLIES: ADMIN	100-41-5740	General Supplies	17.67

Warrant Register

Payment Dates: 8/9/2022 - 8/9/2022

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
115544	08/09/2022	245379404001	05/18/2022	OFFICE SUPPLIES	100-51-5710	Office Supplies	63.19
115544	08/09/2022	247886679001	06/30/2022	OFFICE SUPPLIES: COMMUNITY SVCS	100-82-5740	General Supplies	111.18
115544	08/09/2022	248366770001	07/07/2022	OFFICE SUPPLIES: POLICE DEPT	100-74-5740	General Supplies	158.16
115544	08/09/2022	252480574001	07/08/2022	OFFICE SUPPLIES: POLICE DEPT	100-72-5740	General Supplies	637.59
115544	08/09/2022	252524719001	07/08/2022	OFFICE SUPPLIES: POLICE DEPT	100-72-5740	General Supplies	39.95
115544	08/09/2022	252524728001	07/07/2022	OFFICE SUPPLIES: POLICE DEPT	100-72-5740	General Supplies	15.68
115544	08/09/2022	252549155001	07/08/2022	OFFICE SUPPLIES: POLICE DEPT	100-76-5740	General Supplies	458.18
115544	08/09/2022	252549711001	07/08/2022	OFFICE SUPPLIES: POLICE DEPT	100-76-5740	General Supplies	26.63
115544	08/09/2022	252581591001	07/07/2022	OFFICE SUPPLIES: POLICE DEPT	100-75-5740	General Supplies	68.56
115544	08/09/2022	253194804001	07/07/2022	OFFICE SUPPLIES: COMMUNITY SVCS	100-82-5740	General Supplies	129.05
115544	08/09/2022	253196607001	07/07/2022	OFFICE SUPPLIES: COMMUNITY SVCS	100-82-5723	Event/Program Costs	22.24
115544	08/09/2022	253377194001	07/19/2022	OFFICE SUPPLIES: POLICE DEPT	100-75-5740	General Supplies	-68.56
115544	08/09/2022	253461105001	07/14/2022	OFFICE SUPPLIES: PUBLIC WORKS	100-92-5740	General Supplies	204.06
115544	08/09/2022	253468962001	07/14/2022	OFFICE SUPPLIES: PUBLIC WORKS	100-92-5740	General Supplies	32.99
115544	08/09/2022	253612238001	07/08/2022	OFFICE SUPPLIES: LIBRARY	100-81-5740	General Supplies	125.94
115544	08/09/2022	255184617001	07/13/2022	OFFICE SUPPLIES: COMMUNITY DEV	100-61-5740	General Supplies	6.60
115544	08/09/2022	255184623001	07/14/2022	OFFICE SUPPLIES: COMMUNITY DEV	100-61-5740	General Supplies	46.85
115544	08/09/2022	255310211001	07/15/2022	OFFICE SUPPLIES: POLICE DEPT	100-75-5740	General Supplies	84.79
115544	08/09/2022	255349236001	07/14/2022	OFFICE SUPPLIES: POLICE DEPT	100-75-5740	General Supplies	98.18
115544	08/09/2022	255519586001	07/13/2022	OFFICE SUPPLIES: ADMIN	100-43-5740	General Supplies	10.98
115544	08/09/2022	255519586001	07/13/2022	OFFICE SUPPLIES	100-51-5710	Office Supplies	16.29
115544	08/09/2022	256686235001	07/18/2022	OFFICE SUPPLIES: COMMUNITY DEV	100-61-5740	General Supplies	43.53
115544	08/09/2022	256686235001	07/18/2022	OFFICE SUPPLIES: PUBLIC WORKS	100-91-5740	General Supplies	43.52

Vendor 0170 - OFFICE DEPOT Total: 2,413.47

Warrant Register						Payment Dates: 8/9/2022 - 8/9/2022	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 8637 - ORION ENVIRONMENTAL INC							
115545	08/09/2022	86OR-02	06/30/2022	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develop	320.00
Vendor 8637 - ORION ENVIRONMENTAL INC Total:							320.00
Vendor: 1097 - P.L. PERRIN & ASSOCIATES							
115546	08/09/2022	22-06	07/05/2022	POLYGRAPH EXAM SVCS	100-74-5400	Contract Services - General	275.00
115546	08/09/2022	22-07	07/12/2022	POLYGRAPH EXAM SVCS	100-74-5400	Contract Services - General	275.00
Vendor 1097 - P.L. PERRIN & ASSOCIATES Total:							550.00
Vendor: 0389 - PHILLIPS STEEL COMPANY							
115547	08/09/2022	432574	07/06/2022	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	322.76
Vendor 0389 - PHILLIPS STEEL COMPANY Total:							322.76
Vendor: 5408 - PPG ARCHITECTURAL FINISHES INC.							
115548	08/09/2022	806802075393	07/08/2022	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	532.44
Vendor 5408 - PPG ARCHITECTURAL FINISHES INC. Total:							532.44
Vendor: 1685 - PRUDENTIAL OVERALL SUPPLY							
115549	08/09/2022	42746036	07/12/2022	FLEET SHOP TOWEL RENTAL	601-40-5400	Contract Services - General	48.66
Vendor 1685 - PRUDENTIAL OVERALL SUPPLY Total:							48.66
Vendor: 4643 - RALPH AND KATHLEEN R. CASTANEDA REVOCABLE TRUST							
115550	08/09/2022	07212022	07/21/2022	RETENTION PAYMENT	100-21150	Retention Payable	2,115.00
Vendor 4643 - RALPH AND KATHLEEN R. CASTANEDA REVOCABLE TRUST Total:							2,115.00
Vendor: 1866 - RCS INVESTIGATIONS & CONSULTING LLC							
115551	08/09/2022	5132	06/28/2022	INVESTIGATIONS AND CONSULTING	100-74-5400	Contract Services - General	1,500.00
Vendor 1866 - RCS INVESTIGATIONS & CONSULTING LLC Total:							1,500.00
Vendor: 5265 - REGIONAL TAP SERVICE CENTER							
115552	08/09/2022	6017010	06/30/2022	REDUCED BUS FARE: JUN 2022	202-40-5671	Bus Fare Subsidy	24.00
Vendor 5265 - REGIONAL TAP SERVICE CENTER Total:							24.00
Vendor: 8760 - RUSSELL DEMPSEY							
115553	08/09/2022	8112021	06/20/2022	DEPOSIT REFUND PERMIT #2336	100-23550	Deposits-Community Services	50.00
Vendor 8760 - RUSSELL DEMPSEY Total:							50.00
Vendor: 5557 - SIERRA ANALYTICAL LABS INC							
115554	08/09/2022	2G18030-	07/18/2022	WATER ANALYSIS	500-40-5400	Contract Services - General	440.00
115554	08/09/2022	2G18031-	07/18/2022	WATER ANALYSIS	500-40-5400	Contract Services - General	400.00
115554	08/09/2022	2G18032-	07/18/2022	WATER ANALYSIS	500-40-5400	Contract Services - General	522.00
Vendor 5557 - SIERRA ANALYTICAL LABS INC Total:							1,362.00

Warrant Register						Payment Dates: 8/9/2022 - 8/9/2022	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 2502 - SIGNAL HILL FLORIST							
115555	08/09/2022	07192022	07/19/2022	DCC BREAKFAST CENTERPIECES	100-45-5740	General Supplies	661.50
Vendor 2502 - SIGNAL HILL FLORIST Total:							661.50
Vendor: 3048 - SIGNAL HILL PETTY CASH							
115556	08/09/2022	07252022	07/25/2022	PETTY CASH REIMBURSEMENT: PUBLIC WORKS	100-37-4100	Other Revenue	0.85
115556	08/09/2022	07252022	07/25/2022	PETTY CASH REIMBURSEMENT: PUBLIC WORKS	100-92-5740	General Supplies	80.00
115557	08/09/2022	07132022	07/13/2022	PETTY CASH REIMBURSEMENT: POLICE RECORDS	100-37-4100	Other Revenue	-2.01
115557	08/09/2022	07132022	07/13/2022	PETTY CASH REIMBURSEMENT: POLICE RECORDS	100-72-5320	Travel & Training	60.00
115557	08/09/2022	07132022	07/13/2022	PETTY CASH REIMBURSEMENT: POLICE RECORDS	100-72-5721	Special Department Supplies	20.00
115557	08/09/2022	07132022	07/13/2022	PETTY CASH REIMBURSEMENT: POLICE RECORDS	100-72-5740	General Supplies	29.66
Vendor 3048 - SIGNAL HILL PETTY CASH Total:							188.50
Vendor: 1131 - SNAP ON INDUSTRIAL							
115558	08/09/2022	ARV53515422	06/30/2022	FLEET DEPT TOOLS	601-40-5742	Tools	93.79
Vendor 1131 - SNAP ON INDUSTRIAL Total:							93.79
Vendor: 8742 - SOLAR OPTIMUM							
115559	08/09/2022	07212022	07/21/2022	DEVELOPER DEPOSIT REFUND - PROJECT 6071	100-23530	Deposits-Community Develop	489.50
Vendor 8742 - SOLAR OPTIMUM Total:							489.50
Vendor: 8578 - SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP							
115560	08/09/2022	07142022	07/14/2022	OCCUPATIONAL HEALTH AND SAFETY SVCS: JUN 2022	100-46-5425	Medical Services	516.50
115560	08/09/2022	7142022	07/14/2022	OCCUPATIONAL HEALTH AND SAFETY SVCS: JUL 2022	100-46-5425	Medical Services	102.50
Vendor 8578 - SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP Total:							619.00
Vendor: 5109 - TERMINIX INTERNATIONAL LP							
115561	08/09/2022	422004296	06/30/2022	PROFESSIONAL SVCS: JUN 2022	100-92-5400	Contract Services - General	113.00
Vendor 5109 - TERMINIX INTERNATIONAL LP Total:							113.00

Warrant Register						Payment Dates: 8/9/2022 - 8/9/2022	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 1670 - THE CHARTERS MAILING GROUP INC							
115562	08/09/2022	25160	07/14/2022	MAILING SVCS: SUMMER FUN GUIDE 2022	100-82-5723	Event/Program Costs	518.31
Vendor 1670 - THE CHARTERS MAILING GROUP INC Total:							518.31
Vendor: 8724 - TOYBOX LABS INC							
115563	08/09/2022	06292022	06/29/2022	LIBRARY: 3D PRINTERS	100-81-5560	Repair & Maintenance Services	991.00
Vendor 8724 - TOYBOX LABS INC Total:							991.00
Vendor: 1723 - TRAFFIC MANAGEMENT INC							
115564	08/09/2022	881179	07/11/2022	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	716.64
Vendor 1723 - TRAFFIC MANAGEMENT INC Total:							716.64
Vendor: 4842 - USA BLUEBOOK							
115565	08/09/2022	037162	07/07/2022	WATER DEPT SUPPLIES	500-40-5740	General Supplies	638.33
Vendor 4842 - USA BLUEBOOK Total:							638.33
Grand Total:							104,491.76

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	79,996.50
202 - Transportation	2,802.00
223 - Housing Authority Special Revenue Fund	2,220.48
500 - Water Operations Fund	18,924.64
601 - Vehicle and Equipment	548.14
Grand Total:	104,491.76

Account Summary

Account Number	Account Name	Payment Amount
100-21150	Retention Payable	2,115.00
100-23530	Deposits-Community Develop	809.50
100-23550	Deposits-Community Services	700.00
100-37-4100	Other Revenue	-1.16
100-41-5740	General Supplies	17.67
100-43-5740	General Supplies	10.98
100-45-5630	Media Services	2,988.00
100-45-5740	General Supplies	661.50
100-46-5400	Contract Services - General	288.00
100-46-5425	Medical Services	748.66
100-51-5635	COVID-19 Emergency Reimburse	2,633.22
100-51-5710	Office Supplies	79.48
100-53-5320	Travel & Training	25.00
100-53-5740	General Supplies	20.22
100-61-5740	General Supplies	96.98
100-72-5320	Travel & Training	60.00
100-72-5400	Contract Services - General	3,420.00
100-72-5721	Special Department Supplies	20.00
100-72-5740	General Supplies	1,126.98
100-74-5320	Travel & Training	200.00
100-74-5400	Contract Services - General	2,050.00
100-74-5740	General Supplies	158.16
100-75-5400	Contract Services - General	700.00
100-75-5552	Rental of Equipment & Vehicles	5,042.73
100-75-5721	Special Department Supplies	240.11
100-75-5740	General Supplies	182.97
100-76-5400	Contract Services - General	49.23
100-76-5740	General Supplies	484.81
100-81-5560	Repair & Maintenance Services	991.00
100-81-5740	General Supplies	125.94
100-82-5310	Dues & Memberships	250.00

Account Summary

Account Number	Account Name	Payment Amount
100-82-5390	Donations	5,000.00
100-82-5400	Contract Services - General	23,967.25
100-82-5723	Event/Program Costs	8,100.55
100-82-5740	General Supplies	240.23
100-83-5723	Event/Program Costs	250.00
100-91-5740	General Supplies	43.52
100-92-5400	Contract Services - General	136.44
100-92-5521	Cleaning Services	12,819.83
100-92-5730	Uniforms	195.74
100-92-5740	General Supplies	317.05
100-94-5400	Contract Services - General	31.41
100-94-5730	Uniforms	852.96
100-95-5721	Special Dept Supplies-Graffiti	532.44
100-95-5730	Uniforms	174.70
100-95-5740	General Supplies	1,039.40
202-40-5671	Bus Fare Subsidy	24.00
202-40-5672	Dial-A-Lift	2,778.00
223-40-5400	Contract Services - General	2,220.48
500-40-5400	Contract Services - General	1,362.00
500-40-5560	Repair & Maintenance Services	15,221.37
500-40-5721	Special Department Supplies	398.36
500-40-5730	Uniforms	1,022.59
500-40-5740	General Supplies	920.32
601-40-5400	Contract Services - General	48.66
601-40-5540	Vehicle Maintenance	327.61
601-40-5730	Uniforms	78.08
601-40-5742	Tools	93.79
Grand Total:		104,491.76

Project Account Summary

Project Account Key	Payment Amount
None	94,510.26
6071	489.50
6157	320.00
808	7,500.00
813	60.00
814	250.00
905	1,362.00
Grand Total:	104,491.76

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 8/10/2022 - 8/10/2022

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 4695 - ADMINISTRATIVE SERVICE CO-OP							
102125	08/10/2022	220633	06/30/2022	DIAL A TAXI SERVICES: JUN 2022	202-40-5674	Dial-A-Taxi	315.00
Vendor 4695 - ADMINISTRATIVE SERVICE CO-OP Total:							315.00
Vendor: 1151 - ALL CITY MANAGEMENT SRVCS INC.							
102126	08/10/2022	78591	06/29/2022	CROSSING GUARD SVCS: 6/12 - 6/25/22	100-74-5400	Contract Services - General	2,080.42
Vendor 1151 - ALL CITY MANAGEMENT SRVCS INC. Total:							2,080.42
Vendor: 5633 - AQUA BACKFLOW INC.							
102127	08/10/2022	2022-0164	07/07/2022	BACKFLOW MANAGEMENT: JUN 2022	500-40-5400	Contract Services - General	351.50
Vendor 5633 - AQUA BACKFLOW INC. Total:							351.50
Vendor: 8218 - BEST BEST & KRIEGER LLP							
102128	08/10/2022	935844	05/26/2022	LEGAL SVCS: COMMUNITY SVCS	100-61-5410	Legal Services	517.50
102128	08/10/2022	939066	07/02/2022	LEGAL SVCS: CONTRACTS - PUBLIC WORKS	100-91-5410	Legal Services	45.00
102128	08/10/2022	939066	07/02/2022	LEGAL SVCS: CONTRACTS - PUBLIC WORKS	500-40-5410	Legal Services	171.00
102128	08/10/2022	939071	07/02/2022	LEGAL SVCS: CONTRACTS	100-91-5410	Legal Services	22.50
102128	08/10/2022	939074	07/02/2022	LEGAL SVCS: CONTRACTS - COMMUNITY DEVELOPMENT	100-91-5410	Legal Services	22.50
Vendor 8218 - BEST BEST & KRIEGER LLP Total:							778.50
Vendor: 7315 - CAL-STATE AUTO PARTS INC							
102129	08/10/2022	869768	07/11/2022	VEHICLE MAINT	601-40-5540	Vehicle Maintenance	976.30
102129	08/10/2022	869962	07/11/2022	VEHICLE MAINT UNIT#72818	601-40-5540	Vehicle Maintenance	331.20
102129	08/10/2022	870083	07/11/2022	VEHICLE MAINT UNIT#72818	601-40-5540	Vehicle Maintenance	53.87
102129	08/10/2022	871391	07/12/2022	VEHICLE MAINT UNIT#72818	601-40-5540	Vehicle Maintenance	159.32
102129	08/10/2022	871530	07/13/2022	VEHICLE MAINT UNIT#72818	601-40-5540	Vehicle Maintenance	175.47
102129	08/10/2022	875006	07/19/2022	VEHICLE MAINT UNIT#61808	601-40-5540	Vehicle Maintenance	101.92
Vendor 7315 - CAL-STATE AUTO PARTS INC Total:							1,798.08
Vendor: 0111 - CENTRAL BASIN MUNI WATER DIST							
102130	08/10/2022	SH-JUN22	07/12/2022	WATER AND SVCS CHARGES: JUN 2022	500-40-5780	Water Supply Costs	72,374.44
Vendor 0111 - CENTRAL BASIN MUNI WATER DIST Total:							72,374.44

Warrant Register						Payment Dates: 8/10/2022 - 8/10/2022	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0336 - CONSERVATION CORP OF LB							
102131	08/10/2022	7808	05/31/2022	CLEAN UP & MAINT CHERRY / WILLOW: MAY 2022	100-93-5400	Contract Services - General	869.40
102131	08/10/2022	7829	06/30/2022	CLEAN UP & MAINT BUS STOPS: 202-40-5400 JUN 2022		Contract Services - General	1,739.36
Vendor 0336 - CONSERVATION CORP OF LB Total:							2,608.76
Vendor: 8270 - DISC SOLUTIONS INC							
102132	08/10/2022	5020	06/01/2022	FACILITATOR SVCS FOR DIVERSITY COALITION COMMITTEE	100-82-5400	Contract Services - General	3,169.99
102132	08/10/2022	5020	06/01/2022	FACILITATOR SVCS FOR DIVERSITY COALITION COMMITTEE	100-82-5400	Contract Services - General	0.01
Vendor 8270 - DISC SOLUTIONS INC Total:							3,170.00
Vendor: 5121 - FERGUSON ENTERPRISES INC. #1350							
102133	08/10/2022	1468259	06/08/2022	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	11.44
102133	08/10/2022	1541703	06/29/2022	PUBLIC WORKS TOOLS	100-92-5742	Tools	626.20
102133	08/10/2022	1553649	07/05/2022	WATER DEPT SUPPLIES	500-40-5740	General Supplies	264.74
Vendor 5121 - FERGUSON ENTERPRISES INC. #1350 Total:							902.38
Vendor: 1194 - GRAINGER							
102134	08/10/2022	9368799954	07/07/2022	WATER DEPT SUPPLIES	500-40-5740	General Supplies	869.83
Vendor 1194 - GRAINGER Total:							869.83
Vendor: 0225 - HACH COMPANY							
102135	08/10/2022	13148228	07/18/2022	WATER DEPT SUPPLIES	500-40-5721	Special Department Supplies	280.36
Vendor 0225 - HACH COMPANY Total:							280.36
Vendor: 1246 - INTERWEST CONSULTING GROUP INC							
102136	08/10/2022	80043	07/15/2022	PROFESSIONAL SVCS: BUILDING SAFETY - JUN 2022	100-63-5421	Plan Check Professional Service	1,080.14
Vendor 1246 - INTERWEST CONSULTING GROUP INC Total:							1,080.14
Vendor: 5672 - NORTHSTAR CHEMICAL							
102137	08/10/2022	228982	07/20/2022	WATER DEPT SUPPLIES	500-40-5721	Special Department Supplies	2,425.28
Vendor 5672 - NORTHSTAR CHEMICAL Total:							2,425.28
Vendor: 0477 - OCLC INC.							
102138	08/10/2022	1000213893	05/01/2022	CATALOGING AND METADATA SUBSCRIPTION: MAY 2022	100-81-5570	Software Licensing & Support	232.47
102138	08/10/2022	1000219786	06/01/2022	CATALOGING AND METADATA SUBSCRIPTION: JUN 2022	100-81-5570	Software Licensing & Support	232.45
Vendor 0477 - OCLC INC. Total:							464.92
Vendor: 8597 - SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.							
102139	08/10/2022	892315	06/29/2022	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	211.68
Vendor 8597 - SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. Total:							211.68

Warrant Register						Payment Dates: 8/10/2022 - 8/10/2022	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0399 - THE SIGNAL TRIBUNE							
102140	08/10/2022	58193	07/08/2022	PUBLICATION SVCS: CONDITIONAL USE PERMIT 22-01	100-23530	Deposits-Community Develop	87.86
102140	08/10/2022	58193	07/08/2022	PUBLICATION SVCS: CONDITIONAL USE PERMIT 22-01	100-23530	Deposits-Community Develop	439.32
102140	08/10/2022	58193	07/08/2022	PUBLICATION SVCS: CONDITIONAL USE PERMIT 22-01	100-34-4600	Administrative Fee (CD)	-87.86
102140	08/10/2022	58194	07/08/2022	PUBLICATION SVCS: LOCAL ROADWAY SAFETY PLAN	100-91-5630	Media Services	858.48
						Vendor 0399 - THE SIGNAL TRIBUNE Total:	1,297.80
Vendor: 1110 - W.G. ZIMMERMAN ENGINEERING INC.							
102141	08/10/2022	22-03-727	04/06/2022	ON-CALL: MAR 2022 - ISLAMIC CENTER	100-91-5400	Contract Services - General	220.00
102141	08/10/2022	22-04-740	05/10/2022	PROFESSIONAL SVCS: APR 2022 - AUHS TRAFFIC	100-23560	Deposits-Public Works	242.00
102141	08/10/2022	22-04-740	05/10/2022	PROFESSIONAL SVCS: APR 2022 - AUHS TRAFFIC	100-23560	Deposits-Public Works	1,210.00
102141	08/10/2022	22-04-740	05/10/2022	PROFESSIONAL SVCS: APR 2022 - AUHS TRAFFIC	100-34-4900	Administrative Fee (PW)	-242.00
102141	08/10/2022	22-05-762	06/07/2022	PROFESSIONAL SVCS: MAY 2022 - AUHS TRAFFIC	100-23560	Deposits-Public Works	748.00
102141	08/10/2022	22-05-762	06/07/2022	PROFESSIONAL SVCS: MAY 2022 - AUHS TRAFFIC	100-23560	Deposits-Public Works	3,740.00
102141	08/10/2022	22-05-762	06/07/2022	PROFESSIONAL SVCS: MAY 2022 - AUHS TRAFFIC	100-34-4900	Administrative Fee (PW)	-748.00
						Vendor 1110 - W.G. ZIMMERMAN ENGINEERING INC. Total:	5,170.00
Vendor: 0010 - WEST COAST ARBORISTS INC							
102142	08/10/2022	187478	06/15/2022	CITY TREE TRIMMING: 6/1 - 6/15/22	100-95-5531	Arborist Services	4,459.00
102142	08/10/2022	187772	06/30/2022	CITY TREE TRIMMING: EMERGENCY CALL 6/16 - 6/30/22	100-95-5531	Arborist Services	8,826.00
102142	08/10/2022	187773	06/30/2022	CITY TREE TRIMMING: 6/16 - 6/30/22	100-95-5531	Arborist Services	9,372.00
						Vendor 0010 - WEST COAST ARBORISTS INC Total:	22,657.00
						Grand Total:	118,836.09

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	38,246.50
202 - Transportation	2,054.36
500 - Water Operations Fund	76,737.15
601 - Vehicle and Equipment	1,798.08
Grand Total:	118,836.09

Account Summary

Account Number	Account Name	Payment Amount
100-23530	Deposits-Community Develop	527.18
100-23560	Deposits-Public Works	5,940.00
100-34-4600	Administrative Fee (CD)	-87.86
100-34-4900	Administrative Fee (PW)	-990.00
100-61-5410	Legal Services	517.50
100-63-5421	Plan Check Professional Service	1,080.14
100-74-5400	Contract Services - General	2,080.42
100-81-5570	Software Licensing & Support	464.92
100-82-5400	Contract Services - General	3,170.00
100-91-5400	Contract Services - General	220.00
100-91-5410	Legal Services	90.00
100-91-5630	Media Services	858.48
100-92-5740	General Supplies	223.12
100-92-5742	Tools	626.20
100-93-5400	Contract Services - General	869.40
100-95-5531	Arborist Services	22,657.00
202-40-5400	Contract Services - General	1,739.36
202-40-5674	Dial-A-Taxi	315.00
500-40-5400	Contract Services - General	351.50
500-40-5410	Legal Services	171.00
500-40-5721	Special Department Supplies	2,705.64
500-40-5740	General Supplies	1,134.57
500-40-5780	Water Supply Costs	72,374.44
601-40-5540	Vehicle Maintenance	1,798.08
Grand Total:		118,836.09

Project Account Summary

Project Account Key	Payment Amount
None	112,368.91
6158	527.18
9062	5,940.00

Project Account Summary

Project Account Key	Payment Amount
9062	
Grand Total:	<hr/> 118,836.09

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



UBPKT01575 - Refunds 8.1.22 1 UBPKT01573 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
	Paul Feldman	8/9/2022	115493	40.53			40.53	Generated From Billing
	Douglas Marrs	8/9/2022	115494	78.56			78.56	Generated From Billing
	Arlene Velasco	8/9/2022	115495	24.51			24.51	Generated From Billing
	Jelena Trifunovic	8/9/2022	115496	31.14			31.14	Generated From Billing
	Sharon McNeil and Damien Stafford	8/9/2022	115497	79.28			79.28	Generated From Billing
	Ben Ash Iron Works	8/9/2022	115498	98.15			98.15	Generated From Billing
	Danielle Light	8/9/2022	115499	48.15			48.15	Generated From Billing
	Or Richon LLC	8/9/2022	115500	87.36			87.36	Generated From Billing
	Remco Equipment & Supply Primary	8/9/2022	115501	21.11			21.11	Generated From Billing
	Payroll Service	8/9/2022	115502	64.90			64.90	Generated From Billing
	Emma Lena Bland	8/9/2022	115503	89.23			89.23	Generated From Billing
	Conservation Corp Of LB	8/9/2022	115504	1,357.01			1357.01	Generated From Billing
Total Refunds: 12				Total Refunded Amount:			2,019.93	

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS / REFUNDS	2019.93
Revenue Total:	2019.93

General Ledger Distribution

Posting Date: 08/09/2022

	Account Number	Account Name	Posting Amount	IFT
Fund:	500 - Water Operations Fund			
	500-10100	Cash - Combined Fund	-2,019.93	Yes
	500-13001	Customer Accounts Receivable	2,019.93	
	500 Total:		0.00	
Fund:	990 - Combined Cash Fund			
	990-10201	Wells Fargo - General Account	-2,019.93	
	990-24100	Due To Other Funds	2,019.93	Yes
	990 Total:		0.00	
	Distribution Total:		0.00	



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 7/26/2022 - 7/26/2022

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 8738 - BAYETTE DAVIS-DIASSY							
115490	07/26/2022	07202022	07/20/2022	SIGNAL HILL CONCERT PERFORMANCE	100-82-5400	Contract Services - General	500.00
Vendor 8738 - BAYETTE DAVIS-DIASSY Total:							500.00
Vendor: 8737 - JONATHAN GONZALEZ							
115491	07/26/2022	07202022	07/20/2022	SIGNAL HILL CONCERT PERFORMANCE	100-82-5400	Contract Services - General	500.00
Vendor 8737 - JONATHAN GONZALEZ Total:							500.00
Vendor: 8666 - JOSE M. DIAZ JR.							
115492	07/26/2022	07202022	07/20/2022	SIGNAL HILL CONCERT PERFORMANCE	100-82-5400	Contract Services - General	500.00
Vendor 8666 - JOSE M. DIAZ JR. Total:							500.00
Grand Total:							1,500.00

Report Summary

Fund Summary		Payment Amount
Fund		
100 - General Fund		1,500.00
Grand Total:		1,500.00

Account Summary		Payment Amount
Account Number	Account Name	
100-82-5400	Contract Services - General	1,500.00
Grand Total:		1,500.00

Project Account Summary		Payment Amount
Project Account Key		
None		1,500.00
Grand Total:		1,500.00

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 8/2/2022 - 8/2/2022

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 8675 - PACIFIC COACHWAYS CHARTER SERVICES, INC.							
102124	08/02/2022	38957	07/21/2022	YOUTH EXCURSIONS: SUMMER CAMP	202-40-5670	Recreational Transit	2,688.00
Vendor 8675 - PACIFIC COACHWAYS CHARTER SERVICES, INC. Total:							2,688.00
Grand Total:							2,688.00

Report Summary

Fund Summary		Payment Amount
Fund		
202 - Transportation		2,688.00
Grand Total:		2,688.00

Account Summary		Payment Amount
Account Number	Account Name	
202-40-5670	Recreational Transit	2,688.00
Grand Total:		2,688.00

Project Account Summary		Payment Amount
Project Account Key		
None		2,688.00
Grand Total:		2,688.00

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 7/28/2022 - 7/28/2022

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC							
DFT0008221	07/28/2022	06252022	06/25/2022	POSTAGE LEASE: 4/30 - 7/29/22	100-51-5545	Small Equipment Maintenance	452.58
Vendor 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC Total:							452.58
Grand Total:							452.58

Report Summary

Fund Summary		Payment Amount
Fund		
100 - General Fund		452.58
Grand Total:		452.58

Account Summary		Payment Amount
Account Number	Account Name	
100-51-5545	Small Equipment Maintenance	452.58
Grand Total:		452.58

Project Account Summary		Payment Amount
Project Account Key		
None		452.58
Grand Total:		452.58

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

8/9/2022

AGENDA ITEM

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

FROM:
**JOE HOEFGEN
INTERIM CITY MANAGER**

SUBJECT:
APPROVAL OF MEETING MINUTES

Summary:

Regular Meeting of July 26, 2022.

Recommendation:

Approve the meeting minutes.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

MINUTES OF A REGULAR MEETING SIGNAL HILL CITY COUNCIL July 26, 2022

A Regular Meeting of the Signal Hill City Council was held in-person and via video/teleconference on July 26, 2022 pursuant to the provisions of Government Code Section 54953 (as amended by AB 361).

(1) **CALL TO ORDER – 6:01 P.M.**

(2) **ROLL CALL**

PRESENT: VICE MAYOR TINA HANSEN
COUNCIL MEMBER ROBERT COPELAND
COUNCIL MEMBER EDWARD WILSON
COUNCIL MEMBER LORI WOODS

ABSENT: MAYOR KEIR JONES

(3) **CLOSED SESSION**

- a. A CLOSED SESSION WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54957 TO CONDUCT PUBLIC EMPLOYEE PERFORMANCE EVALUATION.

TITLE: CITY ATTORNEY

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

There was no public business from the floor.

(5) **RECESS TO CLOSED SESSION – 6:02 P.M.**

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

ROLL CALL

PRESENT: VICE MAYOR TINA HANSEN
COUNCIL MEMBER ROBERT COPELAND
COUNCIL MEMBER EDWARD WILSON
COUNCIL MEMBER LORI WOODS

ABSENT: MAYOR KEIR JONES

(7) PLEDGE OF ALLEGIANCE

(8) CLOSED SESSION REPORT

The City Attorney reported on closed session item. There was no reportable action taken.

(9) PUBLIC BUSINESS FROM THE FLOOR AND PUBLIC COMMENT PERIOD ON ITEMS ON THE AGENDA AND NOT ON THE AGENDA EXCEPT THOSE RELATED TO PUBLIC HEARINGS

Luis Flores, Ray Lawson, Rafael Pimentel, Jorge Quintero, Roberto Ruiz, Joseph Goldblatt, Donald Manuel, and James Matthews, members of Southwest Regional Council of Carpenters, commented on agenda item 13(b).

Daniel Pursglove, Signal Hill resident, commented on the speed limit changes in the City.

Zuleimy Delgadillo, California Department of Insurance representative, commented on the services provided by their agency.

(10) COMMUNITY ANNOUNCEMENTS

(11) PRESENTATIONS

- a. COMMUNITY SERVICES DIRECTOR WILL PROVIDE A BRIEF OVERVIEW OF THE GRAND OPENING OF HERITAGE POINT PARK ON FRIDAY, JULY 8, 2022.
- b. ECONOMIC DEVELOPMENT MANAGER WILL PROVIDE A PRESENTATION OF SEVERAL OF THE GRANT RECIPIENTS FOR THE COVID-19 MICROBUSINESS RECOVERY GRANT PROGRAM.

The Community Services Director presented agenda item 11(a) and the Economic Development Manager presented agenda item 11(b).

(12) **CITY MANAGER REPORTS**

- a. RESOLUTIONS ADOPTING THE MANAGEMENT RESOLUTION AND CITY-WIDE SALARY SCHEDULE TO ESTABLISH THE ANNUAL SALARY FOR CITY MANAGER

It was moved by COUNCIL MEMBER WOODS and seconded by COUNCIL MEMBER COPELAND to adopted Resolution No. 2022-07-6697 and Resolution No. 2022-07-6698.

Resolution No. 2022-07-6697, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2022-06-6691, REVISING MANAGEMENT SALARY RANGES TO ESTABLISH THE SALARY FOR CITY MANAGER

Resolution No. 2022-07-6698, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2022-06-6690, APPROVING AND ADOPTING A CITY-WIDE PAY SCHEDULE AS REQUIRED BY THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

The following vote resulted:

AYES: VICE MAYOR HANSEN
COUNCIL MEMBER COPELAND
COUNCIL MEMBER WILSON
COUNCIL MEMBER WOODS

NOES: NONE

ABSENT: MAYOR JONES

ABSTAIN: NONE

- b. APPOINTMENT OF INTERIM CITY MANAGER

Joseph M. Hoefgen introduced himself.

It was moved by COUNCIL MEMBER WILSON and seconded by COUNCIL MEMBER COPELAND to determine an interim assignment to the vacant position of City Manager is necessary for the City's secure, ongoing operations and that the position of City Manager requires specialized skills; appoint Joseph M. Hoefgen as Interim City Manager to serve a limited-term ending on the date immediately preceding the date on which the permanent replacement for the vacant position of City Manager commences their employment or, if earlier, the date that this appointment is terminated by the City Council, or Joseph M. Hoefgen, as being in the best interest of the City; authorize the Mayor of City of Signal Hill to enter into an employment agreement with Joseph M. Hoefgen as

Interim City Manager; and adopt Resolution No. 2022-07-6699.

Resolution No. 2022-07-6699, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPOINTING JOSEPH M. HOEFGEN AS THE INTERIM CITY MANAGER UNDER GOVERNMENT CODE SECTION 21221(h)

The following vote resulted:

AYES: VICE MAYOR HANSEN
COUNCIL MEMBER COPELAND
COUNCIL MEMBER WILSON
COUNCIL MEMBER WOODS

NOES: NONE

ABSENT: MAYOR JONES

ABSTAIN: NONE

- c. AUTHORIZE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY (IT) SERVICES

It was moved by COUNCIL MEMBER WOODS and seconded by COUNCIL MEMBER WILSON to authorize the Finance Director to issue the RFP.

The following vote resulted:

AYES: VICE MAYOR HANSEN
COUNCIL MEMBER COPELAND
COUNCIL MEMBER WILSON
COUNCIL MEMBER WOODS

NOES: NONE

ABSENT: MAYOR JONES

ABSTAIN: NONE

- d. RESOLUTION DECLARING FINAL ACCEPTANCE OF THE 1905/1907 21ST STREET AND RESTROOM REMOVAL IMPROVEMENT (PROJECT NO. 90.21008) PURSUANT TO THE PUBLIC WORKS AGREEMENT WITH GREEN GIANT LANDSCAPE, INC.

It was moved by COUNCIL MEMBER WILSON and seconded by COUNCIL MEMBER COPELAND to adopted Resolution No. 2022-07-6700.

Resolution No. 2022-07-6700, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DECLARING WORK TO BE COMPLETED IN CONFORMANCE WITH THE RECORD DRAWINGS AND STANDARD SPECIFICATIONS FOR

PUBLIC WORKS DEMOLITION AND IMPROVEMENT FOR THE 1905/1907 21ST STREET AND RESTROOM REMOVAL IMPROVEMENT (PROJECT NO. 90.21008) IN THE CITY OF SIGNAL HILL, IN ACCORDANCE WITH THE CONTRACT ENTERED INTO BETWEEN GREEN GIANT LANDSCAPE, INC. AND THE CITY OF SIGNAL HILL

The following vote resulted:

AYES: VICE MAYOR HANSEN
COUNCIL MEMBER COPELAND
COUNCIL MEMBER WILSON
COUNCIL MEMBER WOODS

NOES: NONE

ABSENT: MAYOR JONES

ABSTAIN: NONE

(13) CONSENT CALENDAR

- a. WAIVE THE READING OF ORDINANCES IN FULL AND AUTHORIZE READING BY TITLE ONLY
- b. ADOPTION OF ORDINANCE NOS. 2022-07-1537, 2022-07-1538, 2022-07-1539 AND 2022-07-1540 APPROVING ZONING ORDINANCE AMENDMENTS 22-01, 22-02, 22-03 AND 22-04 AMENDING THE OFFICIAL ZONING MAP AND THE SIGNAL HILL MUNICIPAL CODE TO ADD CHAPTERS 20.26 AND 20.46, AND AMEND CHAPTER 20.41

Ordinance No. 2022-07-1537, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT 22-01, AMENDING TITLE 20 OF THE SIGNAL HILL MUNICIPAL CODE TO ADD CHAPTER 20.26 ENTITLED "SP-23 HERITAGE SQUARE CENTRAL BUSINESS DISTRICT SPECIFIC PLAN", AND AMENDING THE OFFICIAL ZONING MAP TO CHANGE THE ZONING DESIGNATION OF AN APPROXIMATE 7.8-ACRE SITE BETWEEN CHERRY AVENUE AND ROSE AVENUE AND CRESCENT HEIGHTS STREET AND E. BURNETT STREET FROM "COMMERCIAL TOWN CENTER (CTC)" AND "CRESCENT HEIGHTS HISTORIC DISTRICT SPECIFIC PLAN (SP-11)" TO "HERITAGE SQUARE CENTRAL BUSINESS DISTRICT SPECIFIC PLAN (SP-23)", (APNS: 7214-005-010, -011, -900, -901, -902, -903, -904, AND 7214-006-014, -015, -019, -020, -021)

Ordinance No. 2022-07-1538, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT 22-02, AMENDING TITLE 20 OF THE SIGNAL HILL MUNICIPAL CODE TO ADD

CHAPTER 20.46 ENTITLED "SP-24 TOWN CENTER NORTHWEST SPECIFIC PLAN", AND AMENDING THE OFFICIAL ZONING MAP TO CHANGE THE ZONING DESIGNATION OF AN APPROXIMATE 8.4 ACRE SITE (APN: 7212-011-034) AT THE NORTHEAST CORNER OF E. WILLOW STREET AND WALNUT AVENUE FROM "COMMERCIAL CORRIDOR SPECIFIC PLAN (SP-6)" TO "TOWN CENTER NORTHWEST SPECIFIC PLAN (SP-24)"

Ordinance No. 2022-07-1539, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT 22-03, AMENDING CHAPTER 20.41, ENTITLED "SP-7 SPECIAL PURPOSE HOUSING SPECIFIC PLAN", OF TITLE 20 OF THE SIGNAL HILL MUNICIPAL CODE, BY ADDING AREAS SEVEN AND EIGHT, AND AMENDING THE OFFICIAL ZONING MAP TO CHANGE THE ZONING DESIGNATION FOR (1) AN APPROXIMATE 2-ACRE SITE AT THE NORTHWEST CORNER OF E. WILLOW STREET AND WALNUT AVENUE FROM "COMMERCIAL INDUSTRIAL (CI)" TO "SPECIAL PURPOSE HOUSING SPECIFIC PLAN (SP-7)" AND (2) AN APPROXIMATE 8.6-ACRE SITE BETWEEN ORANGE AVENUE AND GUNDRY AVENUE AND E. 27TH STREET AND E. 28TH STREET FROM "GENERAL INDUSTRIAL (GI)" AND COMMERCIAL "INDUSTRIAL (CI)" TO "SPECIAL PURPOSE HOUSING SPECIFIC PLAN (SP-7)" (APNS: 7212-008-049, -051; AND 7212-010-010, -019, -020, -038)

Ordinance No. 2022-07-1540, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT 22-04, MODIFYING THE OFFICIAL PLAN LINES MAP TO REMOVE THE TRAFFIC STUDY AREA DESIGNATION FOR A 9.2-ACRE SITE (APNS: 7212-008-049 & -051 and 7212-010-010, -019, & -020) AND MAKE OTHER TECHNICAL REVISIONS TO REFLECT PAST AND PROPOSED DEVELOPMENT

- c. PURCHASE OF REPLACEMENT VEHICLES
- d. UNCLAIMED FUNDS PRACTICE
- e. CONTRACT AMENDMENT REGISTER DATED JULY 26, 2022
- f. SCHEDULE OF INVESTMENTS AND MONTHLY TRANSACTION REPORT
- g. WARRANT REGISTER DATED JULY 26, 2022
- h. APPROVAL OF MEETING MINUTES

It was moved by COUNCIL MEMBER WILSON and seconded by COUNCIL MEMBER COPELAND to approve the Consent Calendar.

The following vote resulted:

AYES: VICE MAYOR HANSEN
COUNCIL MEMBER COPELAND
COUNCIL MEMBER WILSON
COUNCIL MEMBER WOODS

NOES: NONE

ABSENT: MAYOR JONES

ABSTAIN: NONE

(14) COUNCIL AGENDA--NEW BUSINESS

Council Member Wilson commented on Concerts in the Park.

Council Member Copeland thanked staff for a great grand opening event of Heritage Point Park.

Vice Mayor Hansen commented on the Diversity Breakfast on July 19, 2022; the request she made to change the plaque at the Heritage Point Park; welcomed the newly appointed Interim City Manager; and conducting an in-person meeting.

(15) ADJOURNMENT

It was moved by COUNCIL MEMBER COPELAND and seconded by COUNCIL MEMBER WOODS to adjourn tonight's meeting to the next regular meeting of the Signal Hill City Council to be held on Tuesday, August 9, 2022, at 7:00 p.m. (hybrid meeting format, including in-person, and video and teleconference participation options). Instructions to participate in the meeting will be provided on the meeting agenda.

The following vote resulted:

AYES: VICE MAYOR HANSEN
COUNCIL MEMBER COPELAND
COUNCIL MEMBER WILSON
COUNCIL MEMBER WOODS

NOES: NONE

ABSENT: MAYOR JONES

ABSTAIN: NONE

VICE MAYOR HANSEN adjourned the meeting at 8:38 p.m.

TINA L. HANSEN
VICE MAYOR

Attest:

CARMEN R. BROOKS
CITY CLERK