AMENDED AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
February 14, 2022
6:30 P.M.

www.cypressca.org

Council Chambers
5275 Orange Avenue
Cypress, California

AGENDA AMENDMENTS

- Submitted public comments attached to Agenda Item No. 2

PUBLIC PARTICIPATION

Consistent with current COVID-19 safety guidelines, members of the public can participate in this meeting as follows:

1. Attend In-Person. Limited first-come, first-served seating is available. All in-person attendees are required to wear a face covering regardless of vaccination status, adhere to social distancing and seating restrictions, and must be free of any symptoms associated with COVID-19.

2. Attend Virtually via Webinar. This option provides the ability to provide live public comments during Oral Communications or Public Hearings and view slideshow presentations. Please register at **https://attendee.gotowebinar.com/register/7190755888938624784** to receive an email containing a link to join the webinar. Advance registration is recommended.

3. Watch the Meeting. The City Council meeting can be viewed live on Spectrum Cable Channel 36 or on the City's website at **www.cypressca.org/watchlive**.

4. Listen to the Meeting. The public may participate via the listen-only teleconference mode by calling (415) 930-5321 and entering Access Code 617-449-683 when prompted. No registration or audio pin is necessary.

5. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on February 14, 2022 will be added to the City Council agenda as a Consent Calendar item.

CALL TO ORDER

6:30 P.M.
Council Chambers

ROLL CALL
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

ORAL COMMUNICATIONS (Three minutes per speaker, unless extended by the City Council)

The public may address the City Council on matters appearing on the Closed Session agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

If you would like to address the City Council in person, please complete a Speaker's Card. If you would like to address the City Council via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.
 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Speakers are requested to limit their comments to no more than three minutes.

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on February 14, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

CLOSED SESSION

THREAT TO PUBLIC SERVICES OR FACILITIES
Pursuant to Government Code Section 54957
Consultation with: Cypress Police Department, Chief of Police

RECONVENE
7:00 P.M.
Council Chambers

ROLL CALL
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

PLEDGE OF ALLEGIANCE

INVOCATION Cypress Neighborhood Church

The City Council does not endorse the content of the invocation and does not endorse the invocational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invocational speakers. The City Council's policy on invocations is available from the City Clerk.

REPORT OF WORKSHOP AGENDA / CLOSED SESSION
City Manager/City Attorney

PRESENTATIONS

AT&T Infrastructure Projects Update

ORAL COMMUNICATIONS (Limited to 30 minutes – three minutes per speaker, unless extended by the City Council)

The public may address the City Council on any matters prior to any action taken on the agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

If you would like to address the City Council in person, please complete a Speaker's Card. If you would like to address the City Council via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.

 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Speakers are requested to limit their comments to no more than three minutes.

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on February 14, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

PUBLIC HEARINGS
Public comments – five minutes per speaker, unless extended by the City Council.

If you would like to provide comments on a Public Hearing item in person, please complete a Speaker's Card available at the podium. If you would like to provide comments on a Public Hearing item via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.

 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Members of the public providing comments via webinar are encouraged to also submit a written copy of their comments to cityclerk@cypressca.org prior to 3:00 p.m. on February 14, 2022. This will ensure your comments are included in the public hearing record should you experience any technical difficulties during the public hearing.

Council Members should disclose communications with anyone relevant to a Public Hearing item.

1. **Adopt a Resolution Establishing Lexington Park Rental Rates, Pavilion Rental Rates, Food Truck Rental Rates, and Equipment Storage Rates**

   Prepared by: Jeff Draper, Director of Recreation and Community Services

   Recommendation:

   1. Conduct a public hearing to accept public testimony and written comments on establishing rental rates for Lexington Park; and

   2. Adopt a Resolution approving the revised Master Fee Schedule for the Recreation and Park District to establish Lexington Park athletic field rental rates, pavilion rental rates, food truck rental rates, and equipment storage rates, including annual Consumer Price Index adjustments; and

   3. Dedicate Recreation and Park District revenue arising from the revised Master Fee Schedule for Lexington Park rehabilitation, replacement, and operational costs.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

2. **Receive and File Public Comments Submitted for the February 14, 2022 City Council Meeting**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Receive and file submitted public comments.

3. **Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading**

4. **Approve Minutes - Meetings of January 10, 2022 and January 19, 2022**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Approve as submitted.

5. Receive and File the Fiscal Year 2021-22 Mid-Year Budget Report and Approve Budget Adjustments

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation:

1. Receive and file the FY 2021-22 Mid-Year Budget Report; and

2. Approve mid-year budget adjustments:

City

a. Increase appropriations in the General Fund by $222,910
b. Increase appropriations in the Storm Drainage Fund by $19,000
c. Increase appropriations in the Lighting District Fund by $19,000
d. Increase appropriations in the Sewer Fund by $17,710
e. Increase appropriations in the Capital Projects Fund by $22,000
f. Increase appropriations in the Information Systems Fund by $17,000
g. Increase appropriations in the Capital Replacement Fund by $10,000
h. Transfer $17,000 from the General Fund to the Information Systems Fund
i. Transfer $10,000 from the General Fund to the Capital Replacement Fund
j. Transfer $7,140,000 from the Pandemic Response Fund to the General Fund for eligible FY 2019-20 and FY 2020-21 revenue losses in accordance with the American Rescue Plan Act (ARPA), the City Council approved ARPA spending plan and final U.S. Treasury guidelines
k. Transfer $3,300,000 from the General Fund to the Infrastructure Fund
l. Transfer $3,300,000 from the General Fund to the Employee Benefits Fund
m. Approve the receipt of $5,212,325 from the Park District as partial payment on the outstanding Repayment Agreements and Promissory Notes with the City
n. Transfer $17,000 from the General Fund to the Information Systems Fund
o. Transfer $10,000 from the General Fund to the Capital Replacement Fund

Recreation and Park District

p. Transfer $5,212,325 from the Park Development Fund to the General Fund
q. Approve a $5,212,325 payment to the City's Infrastructure fund to apply against the two outstanding Repayment Agreements and Promissory Notes between the City and Park District

6. Adopt the FY 2022-23 Budget Calendar

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Adopt the Fiscal Year 2022-23 budget calendar.

7. Adopt the 2022 State and Federal Legislative Platform

Prepared by: Peter Grant, City Manager

Recommendation: Adopt the 2022 State and Federal Legislative Platform.

8. Adopt a Resolution Authorizing Execution of Caltrans Local Assistance Documents Associated with State and Federal Grant Funds

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Adopt a Resolution authorizing the Director of Public Works to execute Caltrans Local Assistance documents associated with State and Federal grant-funded projects.

9. Adopt a Resolution Updating the Signature Authority for CalRecycle Payment Programs

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Adopt a Resolution updating signature authority from the Community Development Director to the Public Works Director for CalRecycle Payment Programs and related authorizations.

10. Adopt a Resolution and Authorize Letters in Support of Federal Per- and Polyfluoroalkyl Substances Legislation that Protects Water/Wastewater Agencies

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Adopt a Resolution and authorize letters in support of Federal per- and polyfluoroalkyl substances legislation that protects water/wastewater agencies.

11. Receive an Update on the Neighborhood Preservation Pilot Program

Prepared by: Alicia Velasco, Planning Director

Recommendation: Receive an update on the Neighborhood Preservation Pilot Program.

12. Accept the Maintenance Yard Restroom and Locker Room Rehabilitation, Project 273

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept the Maintenance Yard Restroom and Locker Room Rehabilitation, Project 273, in the amount of $80,334.19 and approve the final payment of $4,016.71 to MEP Construction Services; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

13. Accept the Senior Center Restroom Improvements, Project 284

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept the Senior Center Restroom Improvements, Project 284, in the amount of $213,412.36 and approve the final payment of $10,670.62 to OCLA Construction; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

14. Approve an Agreement for the Salute to America Celebration Pyrotechnics

Prepared by: Jeff Draper, Director of Recreation and Community Services

Recommendation: Approve a three-year agreement with Fireworks & Stage FX America, Inc. for pyrotechnics at the annual Salute to America Celebration not to exceed $75,000 ($25,000 annually), with an option for two one-year extensions.

15. Approve the Purchase of a Showmobile

Prepared by: Jeff Draper, Director of Recreation and Community Services

Recommendation:

1. Authorize the purchase of a showmobile from Century Industries, LLC for $179,234; and

2. Appropriate $10,000 in the District's Capital Replacement Fund; and

3. Transfer $10,000 from the District's General Fund to the Capital Replacement Fund.

16. Approve Register of Warrants, Transfers, and Wires Issued for the Period of January 8, 2022 through January 28, 2022

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Approve the attached payment register summarized below for the period of January 8, 2022 through January 28, 2022:

- Electronic Funds Transfers 10392 through 10514
- Warrants 58554 through 58690
- Payroll Transfers W1466 through W1467

NEW BUSINESS

None.

ITEMS FROM CITY COUNCIL MEMBERS

17. Overview of City Purchasing Policies, Practices and System

Agendized by: Frances Marquez, Council Member

Recommendation: Receive an overview of the City's purchasing policies, practices and system.

18. City Council Discussion Regarding Placing a Resolution to Censure Council Member Marquez for Disclosure of Closed Session Information on an Upcoming City Council Agenda

Agendized by: Jon Peat, Council Member

Recommendation: Council Member Peat recommends the City Council discuss placing a Resolution to Censure Council Member Marquez for disclosure of closed session information on an upcoming City Council agenda.

ORAL COMMUNICATIONS (Five minutes per speaker, unless extended by the City Council)

The public may address the City Council on any matters prior to any action taken on the agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

If you would like to address the City Council in person, please complete a Speaker's Card. If you would like to address the City Council via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.

 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Speakers are requested to limit their comments to no more than five minutes.

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on February 14, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

COUNCIL MEMBER REPORTS AND REMARKS

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, February 28, 2022, beginning at 5:30 p.m. in the Executive Board Room.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 11th day of February, 2022.

_____

Alisha Farnell, City Clerk

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 229-6685 at least 72 hours prior to the meeting to enable the City to make reasonable arrangements to assure accessibility to this meeting.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **1.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 02/14/2022

SUBJECT: Adopt a Resolution Establishing Lexington Park Rental Rates, Pavilion Rental Rates, Food Truck Rental Rates, and Equipment Storage Rates

---

RECOMMENDATION

1. Conduct a public hearing to accept public testimony and written comments on establishing rental rates for Lexington Park; and

2. Adopt a Resolution approving the revised Master Fee Schedule for the Recreation and Park District to establish Lexington Park athletic field rental rates, pavilion rental rates, food truck rental rates, and equipment storage rates, including annual Consumer Price Index adjustments; and

3. Dedicate Recreation and Park District revenue arising from the revised Master Fee Schedule for Lexington Park rehabilitation, replacement, and operational costs.

DISCUSSION

In January, the City Council approved Lexington Park operating policies and field allocations, and set a public hearing to consider establishing Lexington Park rental rates. The recommended rental rates will allow the Recreation and Park District to fund the park's future rehabilitation, replacement, and a portion of annual operational costs. Without these revenues, it is unlikely the District will have sufficient resources to maintain the park in first-class condition or fund its rehabilitation.

The estimated annual cost to operate Lexington Park is $400,000. This includes $275,000 for programming and maintenance and $125,000 to rehabilitate and replace amenities when they reach the end of their useful life. The recommended Lexington Park rental rates will ensure the park remains a safe and attractive space for active and passive recreation.

Recommended rental rates for Lexington Park:

	Recommended Rate
Lexington Park Athletic Fields – Day Use Hourly - Natural and Synthetic Turf	$1.50 - $150
Lexington Park Pavilion (Large) – Day Use Hourly - Resident	$35
Lexington Park Pavilion (Small) – Day Use Hourly - Resident	$20
Food Trucks	10% of gross sales or a range of $50-$300
Equipment Storage – Monthly – Resident Non-Profit	$100

The recommendation has been reviewed by the Recreation and Community Services Commission and the Advisory Committee on Use of Athletic Fields (ACUAF), which represents youth sports groups. Both bodies support the recommendation and the only concern expressed related to rental rates possibly being too low. Like Cypress' other sports-oriented parks, Lexington Park's primary users will be ACUAF teams. In 2020-21 ACUAF membership and participation included:

	Fall/Winter	Spring/Summer
American Youth Soccer Organization	801	315
Cypress Girls Softball League	107	256
Cypress Youth Baseball	279	410
Pony/Colt Baseball	46	58

Lexington Park will provide the field capacity for new leagues like flag football and lacrosse to join ACUAF and provide more opportunities for Cypress' youth to participate in athletics.

As is the case at every other park in Cypress, the rental rates apply to individuals/groups that wish to reserve a field or other park amenity. ACUAF members are given first priority for reservations (without restrictions on when or for how long they use a field) and are heavily subsidized (the $1.50 hourly rate is intended to prevent groups from "squatting" on a field when they do not plan to use it). Lexington Park athletic fields will supplement existing ACUAF use at other City and school facilities, which will allow for better field conditions through the City and school's joint use system. ACUAF supports a balanced approach to field scheduling that ensures Lexington Park remains in good condition and that the natural field turf is a high quality, competition playing surface.

Unfortunately, some have incorrectly characterized Lexington Park as a pay-to-play park. Like every other park in Cypress, Lexington Park's fields and amenities are available for drop-in use on a first come, first served basis at no cost whenever they are not reserved.

The public hearing notice for this item was posted on February 3, 2022. Any comments received prior to the agenda being released are attached.

BUDGET IMPACT

The recommended rental rates are projected to generate annual revenues of approximately $150,000. The revenue will ensure the District can replace amenities when they reach the end of their useful life, as well as pay a portion of annual park operating costs. Set-asides for amenity replacements will begin in FY 2022-23.

LEGAL REVIEW

The City Attorney has reviewed the Resolution.

APPROVED BY: Peter Grant, City Manager

Attachments

Master Fee Schedule Resolution

Exhibit A: Proposed Master Fee Schedule

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX-OFFICIO BOARD OF DIRECTOR OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING AND RESTATING RESOLUTION NO. 6748 ESTABLISHING A MASTER SCHEDULE OF FEES RELATED TO FEES AND CHARGES FOR CERTAIN CITY AND RECREATION AND PARK DISTRICT SERVICES AND ACTIVITIES

WHEREAS, the City Council of the City of Cypress, also acting as the ex-officio Board of Directors for Cypress Recreation and Park District, hereby finds, determines and declares as follows:

WHEREAS, pursuant to the provisions of the California Constitution, the laws of the State of California, and City ordinances, the City of Cypress is authorized to adopt and implement rates, fees and charges for certain municipal services, provided the same do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City, and Cypress Recreation and Park District, has heretofore adopted resolutions establishing various schedules of rates, fees and charges for services provided by the various City departments, including, but not limited to, rates, fees and charges for the processing of applications, issuance of certain kinds of permits and related public services; and

WHEREAS, for the convenience of the public it is desirable to gather in a single document a comprehensive list of certain fees and service charges imposed by the City for City and Cypress Recreation and Park District services; and

WHEREAS, the document, known as the Master Fee Schedule is attached to this resolution as Exhibit A and is made a part hereof by this reference; and

WHEREAS, in amending and restating Resolution No. 6748, a Master Fee Schedule, the Recreation and Community Services Department analyzed the cost to administer the various programs, activities and applications for which the City proposes to charge new or increased fees or service charges. The proposed new and increased fees or charges do not exceed the estimated cost of service for which the fees or charges are levied; and

WHEREAS, California Government Code Sections 66016, 66018, and 66020 require a properly noticed public hearing to be conducted prior to the adoption of a resolution for new or increased rates, fees and/or charges for which no other specific notice procedure is provided by law; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Cypress, California, does hereby resolve and establish fees as follows:

1. The rates, fees and charges set forth in Exhibit A (the "Master Fee Schedule") are hereby approved and adopted and shall be in full force and effect commencing February 15, 2022. Said rates, fees and charges shall supersede and replace any prior rates, fees and/or charges for the same service or program previously established by the City Council.

2. The user fees set forth in Exhibit A and effective February 15, 2022 shall be adjusted annually in accordance with the March Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area. Such CPI adjustments shall be effective July 1 for all subsequent years, effective July 1, 2022.

3. All provisions of previously adopted resolutions establishing or revising, or that are otherwise inconsistent with, any of the rates, fees or charges identified in the Master Fee Schedule including Exhibit A, attached hereto, are hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District at a regular meeting held on the 14th day of February, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, Acting City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 14th day of February, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Administration and Finance		
REF #	**Description**	**Fee**
	General/Permit Fees	
1	Alcohol Beverage Control Permit	$1,175
2	Bingo Licensing (Initial)	$1,010
3	Bingo Licensing (Annual)	$171
4	Business License Administration Fee	$29
5	Carnival/Circus Permit	$1,378
6	Fortune Telling Permit	$693
7	Parade Permit	$1,510
8	Returned Check Fee	$51
9	Solicitor Permit (Initial)	$338
10	Solicitor Permit (Annual)	$338
11	Special Permit - High Risk Businesses	$338
	City Clerk Fees	
12	Document Certification	$53
13	Duplication of City Council Meeting - Audio	$27
14	Duplication of City Council Meeting - Video	$27
15	Records Requests - Printed Materials	$1 first copy + $0.10 per page

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Community Development		
REF #	**Description**	**Fee**
	Planning	
16	ABC - Letter of Public Convenience	$86
17	Administrative Adjustment (Minor Variance)	$542
18	Appeal - Director	$779
19	Appeal - City Council	$1,191
20	Code Enforcement Reinspection	$91
21	CC&R Review	$260
22	Conditional Use Permit - Major	$7,296
23	Conditional Use Permit - Minor	$3,729
24	Conditional Use Permit - Extension (Flat Fee)	$693
25	Crime Prevention Through Environmental Design (CPTED) Plan Reviews	$910
26	Density Bonus Agreement - Initial Review	$883
27	Density Bonus Agreement - Annual Review	$176
28	Design Review Committee - Major	$3,485
29	Design Review Committee - Minor	$1,428
30	Preliminary Project Review - SFR	$1,080
31	Preliminary Project Review - Minor	$867
32	Preliminary Project Review - All others	$1,771
33	Determination of Use	$649
34	Development Agreement - Establish/Revise	$4,070
35	Development Agreement - Annual Review	$476
36	Entertainment Permit	$707
37	Environmental Evaluation - Exempt	$206
38	Environmental Evaluation - Mitigated Negative Declaration	$1,516

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Community Development		
REF #	**Description**	**Fee**
	Planning (Cont.)	
39	Environmental Evaluation - Negative Declaration	$779
40	Environmental Impact Report Review & Certification	$11,715
41	Extension of Time - Other Matters	$606
42	Film Permit	$584
43	General Plan Amendment/ Revision	$2,944
44	Landscape Inspection	$98
45	Landscape Plan Review	$520
46	Lot Line Adjustment - Non Single Family	$1,949
47	Lot Line Adjustment - Single-Family	$1,342
48	Mitigation Monitoring - Initial	$2,642
49	Mitigation Monitoring - Annual	$649
50	Ordinance Amendment	$4,070
51	Public Safety Review Permit	$1,852
52	Specific Plan - Staff Review	$3,971
53	Staff Review Committee Permit	$931
54	Temporary Use Permit - Major	$498
55	Temporary Use Permit - Minor	$120
56	Tentative Parcel Map	$2,469
57	Tentative Tract Map	$3,118
58	Variance	$2,580
59	Vesting Map	$2,468
60	Zone Change	$5,785
61	Minor Zoning Adjustment (Director's Review)	$519
62	Zoning Compliance/Rebuild Letter	$412

1) Most services may be expedited, subject to availability, for two times the amount of the fee(s).

2) Unless otherwise noted, all fees are the minimum fee for the service. The final fee is based on actual costs, which may exceed the minimum fee.

Public Works		
REF #	Description	Fee
	Building Permit Fee Table *	
63	Total Valuation $1 to $500	$30.00
64	Total Valuation $501 to $2,000	$30 for first $500 plus $4 for each additional $100, or fraction thereof, to and including $2,000
65	Total Valuation $2,001 to $25,000	$90 for first $2,000 plus $18 for each additional $1,000, or fraction thereof, to and including $25,000
66	Total Valuation $25,001 to $50,000	$504 for first $25,000 plus $13 for each additional $1,000, or fraction thereof, to and including $50,000
67	Total Valuation $50,001 to $100,000	$829 for first $50,000 plus $9 for each additional $1,000, or fraction thereof, to and including $100,000
68	Total Valuation $100,001 to $500,000	$1,279 for first $100,000 plus $7 for each additional $1,000, or fraction thereof, to and including $500,000
69	Total Valuation $500,001 to $1,000,000	$4,079 for first $500,000 plus $6 for each additional $1,000, or fraction thereof, to and including $1,000,000
70	Total Valuation $1,000,001 and up	$7,079 for first $1,000,000 plus $4 for each additional $1,000, or fraction thereof
71	Building Plan Check	65% of Building Permit Fee
72	Mechanical/Electrical/Plumbing Plan Check	15% of Building Permit Fee
73	Energy Plan Check	25% of Building Permit Fee

* Valuations will be established using the square footage construction costs from the Annual International Code Council multiplied by a local county adjustment factor as approved by the Building Official.

Some services may be expedited, subject to availability, for 1.5 times the amount of the fee(s).

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Public Works		
REF #	**Description**	**Fee**
	Building	
Miscellaneous/Valuation Based Fee Rates (per square foot unless otherwise indicated)		
74	Additions	Per valuation
75	Interior Remodel - Garage/Bonus Room	$89
76	Patio Cover - Lattice	$26
77	Solid Wood Cover	$30
78	Aluminum - Open Cover	$33
79	Aluminum - Enclosed	$65
80	Solarium Room	$100
81	Deck - Wood	$35
82	Wall Signs	$40
83	Pole Signs	$59
84	Monument Signs	$101
85	Fire Sprinklers	$4
86	Swimming Pools - Plus $600 for Spa	$61
87	Rack Systems (per rack)	$409
88	Fireplace (pre-fabricated) valuation + mechanical permit	$2,047
89	Grease Interceptor/Clarifier + issuance	$92
90	Grease Trap + issuance	$38
91	Tenant Improvements - Commercial T.I. (per sq. ft)	$72
	Re-Roofing - Per square (100 square feet)	
92	Composition (rolled, rock, shingle)	$225
93	Wood (Class C) shakes and shingles	$481
94	Tile/Aluminum (concrete and clay)	$563
	Building Permit Fees (per hour)	
95	Inspections outside of normal business hours - minimum charge-two hours	$64
96	Reinspection fees assessed under provisions of Section 305.8	$64
97	Inspections for which no fee is specifically indicated - minimum charge-one half hour	$64
98	Additional plan review required by changes, additions or revisions to plans - minimum charge-one half hour	$64
99	For use of outside consultants for plan checking and inspections, or both	Actual Cost

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Public Works		
REF #	**Description**	**Fee**
	Building (Cont.)	
	Mechanical Fees	
100	F.A.U. 1-100M	$20
101	F.A.U. Over 100M	$23
102	Duct Alter or Add	$14
103	Kitchen/ Bath Vent	$9
104	Comm Hood	$14
105	Air Condition Unit	$20
106	Wall Furnace	$20
107	Gas System (up to 5 outlets)	$7
108	Outlets over 5	$2
109	Evap 1-10M	$14
110	Evap Over 10M	$23
111	Heating Permit	$30
	Electrical Fees	
112	Outlets 1-20	$2
113	Outlets Over 20	$1
114	Lighting Fixtures	$2
115	Range-Oven-Garbage Disposal	$7
116	Clothes Dryer - Auto Washer	$7
117	Water Heater - Pool Htr - Space Htr	$7
118	New Residential - Outlets (sq/ft)	$0.07
119	Motors Over Inc. HP 0-1	$7
120	Motors Over Inc. HP 1-10	$16
121	Motors Over Inc. HP 10-50	$30
122	Miscellaneous	$23
123	Each Meter - Service 0-600V not over 200A	$39
124	Each Meter - Service 600V over 200A	$77
125	Each Meter - Service 600V over 400A	$153
126	Panel Board	$23
127	Swim Pool/ Spa	$61
128	Time Clock	$7
129	Signs - No. of Trans or Bals	$30
130	Signs - No. of Lamps	$7
131	Temp Power Poles	$30
132	Additional Support Poles	$0
133	Supplement Permit	$10
134	Electrical Permit	$30

Public Works		
REF #	**Description**	**Fee**
	Building (Cont.)	
	Plumbing Fees	
135	Water Closet	$13
136	Bath Tub	$13
137	Shower	$13
138	Lavatory	$13
139	Sink	$13
140	Dishwasher	$13
141	Laundry Tub	$13
142	Clothes Washer	$13
143	Floor Drain	$13
144	Floor Sink	$13
145	Miscellaneous Items	$13
146	Water Heater	$16
147	Gas System (up to 5 outlets)	$7
148	Outlets over 5	$2
149	Vacuum Breaker	$16
150	Install/ Alter Water System	$7
151	Install/ Alter Waste or Vents	$7
152	House Sewer	$92
153	Connect Add H.S.	$7
154	P-Trap Pool Drain	$13
155	Sewer Cap	$13
156	Plumbing Permit	$30
	Grading/Permitting Inspection Fees	
157	Grading/Drainage/Water Quality Permit/Inspections	$313 minimum fee/actual cost

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Public Works		
REF #	**Description**	**Fee**
	Building (Cont.)	
	Miscellaneous Fee Rates	
158	Mobile Home Fees	Per State Schedule
159	Issuance Fee	$60
160	Temporary Certificate of Occupancy (for each 30 days)	$171
161	Request for Alternate Methods and Material	$171
162	Annual Day Care Inspections	$146
163	Special Inspections ($ minimum/Charge Hourly)	$146
164	Building Permit Time Extension	$205
165	Building Relocation Inspection	$147
166	Building Demolition	Per Valuation
167	Pool Demo/ In-fill	Per Valuation
168	Plan Retrieval	$43
169	Subpoenas (including research/ copying)	$256
170	Copies	$1 first copy/$0.10 per page

Masonry Fee Rates

	Height of Masonry Wall/Height of Retaining Wall (feet)	
171	1	$0/$26
172	2	$0/$40
173	3	$0/$54
174	4	$43/$74
175	5	$54/$91
176	6	$65/$109
177	7	$76/$125
178	8	$86/$0

1) Some services may be expedited, subject to availability, for 1.5 times the amount of the fee(s).

Public Works		
REF #	**Description**	**Fee**
	Public Works	
	Environmental Inspection/National Pollution Discharge Elimination System	
	Fats, Oils, and Grease (FOG) Program	
179	Best Management Practice Inspection - Annual	$64
180	Best Management Practice Reinspection	$115
181	Construction and Demolition w/Franchise Waste Hauler	$83
182	Construction and Demolition w/Self-Hauling	$333
183	Grease Control Device Inspection - Annual	$64
184	Grease Control Device Reinspection	$115
185	New Grease Control Device Inspection	$115
186	New Grease Control Device Plan Check	$147
187	Annual NPDES High Priority Inspection	$230
188	Annual NPDES Low/Medium Priority Inspection	$109
189	Additional Environmental Services (Hourly)	$104
	Water Quality Management Plan (WQMP) Fees	
190	All development projects shall pay a minimum deposit for the review and approval of Water Quality Management Plans (WQMP) as defined in the City of Cypress National Pollutant Discharge Elimination System (NPDES) Stormwater Program and the City of Cypress Local Implementation Plan (LIP)	Small Project - $520 minimum deposit based on actual costs for small projects. Additional deposits may be required based on the accuracy and completeness of the project submittal. Large Project - $780 minimum deposit based on actual costs for large projects. Additional deposits may be required based on the quality of the project submittal.
191	Additional Review of Water Quality Management Plan (Minimum Fee; additional charged hourly)	$781

1) Unless otherwise noted, all fees are the minimum fee for the services. The final fee is based on actual costs, which may exceed the minimum fee.

Public Works		
REF #	**Description**	**Fee**
	Public Works	
	Citywide Traffic Improvement Fees	
	Commercial - Retail	
192	Shopping Center - Less than 50,000 SF	$1.81 per SF - Includes 50% Passby Credit
193	Shopping Center - 100,000 SF	$1.67 per SF - Includes 40% Passby Credit
194	Shopping Center - 200,000 SF	$1.54 per SF - Includes 30% Passby Credit
195	Shopping Center - 300,000 SF	$1.40 per SF - Includes 25% Passby Credit
196	Restaurant - Fast Food w/ Drive-Through	$18.81 per SF - Includes 40% Passby Credit
197	Restaurant - Fast Food w/o Drive-Through	$16.43 per SF - Includes 40% Passby Credit
198	Restaurant - High Turnover (Family)	$8.18 per SF - Includes 25% Passby Credit
199	Restaurant - Quality (Dinner House)	$2.62 per SF - Includes 10% Passby Credit
200	Hotel	$409 per Room
201	Motel	$409 per Room
202	Discount Store (Freestanding)	$1.35 per SF
203	Hardware/ Paint Store	$2.03 per SF
204	New Car Sales	$1.56 per SF
	Residential	
205	Single Family (Low Density)	$595 per DU
206	Low Rise Condo/ Townhome (Medium Density)	$508 per DU
207	Low Rise Apartment (High Density)	$358 per DU
208	Retirement Community	$154 per DU
209	Elderly Housing (Attached)	$44 per DU
	Office - Industrial	
210	General Office - Less than 50,000 SF	$1.52 per SF
211	General Office - 100,000 SF	$1.28 per SF
212	General Office - 200,000 SF	$1.09 per SF
213	General Office - 400,000 SF	$0.92 per SF
214	General Office - 600,000 SF	$0.84 per SF
215	General Office - 800,000 SF or greater	$0.78 per SF
216	Single Tenant/ Corporate Office	$1.20 per SF
217	Research & Development	$0.79 per SF
218	Warehouse	$0.44 per SF
219	Light Industrial	$0.65 per SF
220	Manufacturing	$0.52 per SF

Public Works		
REF #	**Description**	**Fee**
	Public Works (Cont.)	
	Regional Traffic Improvement Fees	
	Commercial - Retail	
221	Shopping Center - Less than 50,000 SF	$0.16 per SF - Includes 50% Passby Credit
222	Shopping Center - 100,000 SF	$0.15 per SF - Includes 40% Passby Credit
223	Shopping Center - 200,000 SF	$0.13 per SF - Includes 30% Passby Credit
224	Shopping Center - 300,000 SF	$0.12 per SF - Includes 25% Passby Credit
225	Restaurant - Fast Food w/ Drive-Through	$1.64 per SF - Includes 40% Passby Credit
226	Restaurant - Fast Food w/o Drive-Through	$1.43 per SF - Includes 40% Passby Credit
227	Restaurant - High Turnover (Family)	$0.71 per SF - Includes 25% Passby Credit
228	Restaurant - Quality (Dinner House)	$0.22 per SF - Includes 10% Passby Credit
229	Hotel	$36 per Room
230	Motel	$36 per Room
231	Discount Store (Freestanding)	$0.12 per SF
232	Hardware/ Paint Store	$0.18 per SF
233	New Car Sales	$0.14 per SF
	Residential	
234	Single Family (Low Density)	$52 per DU
235	Low Rise Condo/ Townhome (Medium Density)	$44 per DU
236	Low Rise Apartment (High Density)	$31 per DU
237	Retirement Community	$13.46 per DU
238	Elderly Housing (Attached)	$3.85 per DU
	Office - Industrial	
239	General Office - Less than 50,000 SF	$0.13 per SF
240	General Office - 100,000 SF	$0.11 per SF
241	General Office - 200,000 SF	$0.10 per SF
242	General Office - 400,000 SF	$0.08 per SF
243	General Office - 600,000 SF	$0.07 per SF
244	General Office - 800,000 SF or greater	$0.06 per SF
245	Single Tenant/ Corporate Office	$0.11 per SF
246	Research & Development	$0.07 per SF
247	Warehouse	$0.04 per SF
248	Light Industrial	$0.06 per SF
249	Manufacturing	$0.05 per SF

1) Unless otherwise noted, all fees are the minimum fee for the service. The final fee is based on actual costs, which may exceed the minimum fee.

* Fixed fee

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Public Works		
REF #	**Description**	**Fee**
	Public Works (Cont.)	
	Development and Permit Fees	
250	Grading Plan Check	$1,344
251	Public Works Plan Check	$1,344
252	Final Parcel Map Check	$939
253	Final Tract Map Check	$939
254	Public Works Permit - Small	$160
255	Public Works Permit - Medium	$1,205
256	Public Works Permit - Large	$2,925
257	Street Abandonment	$729
258	Transportation Permit *	$15 Trip/$70 Annual
259	Drainage Fee for Master Drainage Plan *	$7,940/acre
	Residential Parking Permits	
260	Permit Fee *	$32
261	Permit Replacement Fee *	$23
262	Fine for Misuse of Parking Permit *	$100
	Park Development Fee	
263	Fee in lieu of parkland dedication, for residential subdivisions, apartments, 2nd units, etc. *	$23,421

1) Unless otherwise noted, all fees are the minimum fee for the service. The final fee is based on actual costs, which may exceed the minimum fee.
* Fixed fee

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Police		
REF #	**Description**	**Fee**
	General Fees	
264	Arrest Booking Fee	$373
265	Blood Draw Recovery Fee [1]	$110
266	Copy of Citation/Police Report/Log Item	$1 first copy + $0.10 per page
267	Criminal History Verification	$46
268	Firing Range Rental (per person)	$97
269	Repossession - Verification Fee [2]	$15
270	Ride Along (may be waived at Chief's discretion)	$69
271	Storage of Relinquished Firearms (annual, per weapon)	$230
272	Subpoena (Civil) for Records (15 day requirement) [2]	$15 + duplication
273	Subpoena (Civil) for Officer Appearance (per day) [2]	$275
274	Subpoena (Audio or Video)	$97
275	Subpoena (Photo/Digital Duplication)	$97
276	Vehicle Inspection	$30
277	Vehicle Permits	$14
278	Vehicle Release	$141
279	Vehicle Release (30-day impound)	$234
280	Vehicle Release (30-day impound/with hearing)	$275
	Alarm System Fees and Fines	
281	Business Alarm Permit Fee	$46
282	Residential Alarm Permit Fee	$46
283	Failure to Register Alarm System Fine	$30 for first violation
284		$50 for second violation
285		$100 for third and subsequent violations
286	False Alarm Fine (within any calendar year)	$0 - first two false alarms
287		$70 - third false alarm
288		$110 - fourth false alarm
289		$130 - fifth false alarm
290		$170 - sixth false alarm
291		$200 - seventh false alarm
292		$500 - eighth and subsequent false alarms
293	Extraordinary Police Services (Minimum fee)	$1,042

[1] Fee is based on actual contract cost and is subject to change.

[2] Fee is set by the State of California and is subject to change.

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Recreation and Community Services		
REF #	**Description**	**Current Fee**
	Sports Programs	
294	Adult Basketball/per team (11 week)	$415
295	Softball	$444
296	Open Gym - Youth/Adult	$3
297	Semi-private swim lessons (4 lessons)	$88
298	Swim lessons (2 weeks)	$52
299	Basketball sports camp	$85
300	Youth Basketball League - Summer	$85
301	Youth Basketball League - Winter	$104
302	Volleyball sports camp	$85
303	Youth Volleyball League - Fall	$85
304	Youth Volleyball League - Spring	$85
305	Pee Wee Sports	$46
306	Challenger Basketball - Summer	$0
307	5K/10K Walker	$40
308	5K/10K Pre-registration Runner	$46
309	5K/10K Late registration Runner	$57
	Youth Programs	
310	Day Camp - Weekly	$136
311	Day Camp - AM/PM Care - Weekly	$34
312	Day Camp Excursions	$27
313	Kids Corner - 3 Year Olds (9weeks, 2x/week)	$234
314	Kids Corner - 4 Year Olds (9weeks, 3x/week)	$316
315	Kids Corner - Summer	$215
316	Birthdays	$358
317	Birthdays - Specialty	$409
318	Kids Night Out	$23
319	Park Program - Summer	$28
320	Teen Dances	$17
321	Teen Fashion Show	$5
322	Father-Daughter Night	$52
323	Father-Daughter Night (Additional Child)	$16
324	Halloween Admission	$5

Recreation and Community Services		
REF #	**Description**	**Current Fee**
	Recreation (Cont.)	
	Adult Events	
325	Special Event Exhibitor - Commercial	$114
326	Special Event Exhibitor - Non-Profit	$57
327	Special Event Exhibitor - Small Business	$57
328	Dining Center Event	$5
329	Bunco	$17
	Program/Class Fees	
330	Registration Fee	$2 - $10
331	Facility Replacement Fee	$5
332	Credit Card Fee	Actual Cost
333	Non-Resident Fee	from $10 up to full cost
334	Refund Processing Fee	$16

Additional classes and programs may be evaluated and offered as the demand arises. The authorized fees for new offerings are:

	Additional Recreational Activities	**Fee Range**
335	Adult Sports	$380-$469
336	Aquatics	$52-$125
337	Community Events	$5-$104
338	Day Camps	$31-$208
339	Youth Sports	$0-$260
340	Kids Corner	$198-$495
341	Teen Programs	$5-$52
342	Playground	$21-$427
343	Sr. Center Programs	$5-$156

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

A: Resident Private
B: Non-Resident Private
C: Resident Non-Profit
D: Non-Resident Non-Profit
E: Commercial - In-Town
F: Commercial - Out of Town

COMMUNITY CENTER - Grand Ballroom A + B or B + Garden

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
344	**Grand Ballroom A + B or B + Garden** (6 hour minimum Fri - Sun)	A:	$203	$224	$234	$255
345		B:	$255	$276	$287	$307
346		C:	$156	$177	$188	$208
347		D:	$208	$229	$240	$260
348		E:	$250	$271	$281	$302
349		F:	$302	$323	$333	$354

COMMUNITY CENTER - Grand Ballroom A or B or Garden

	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
350	**Grand Ballroom A or B or Garden** (6 hour minimum Fri - Sun)	A:	$130	$156	$161	$188
351		B:	$182	$208	$214	$240
352		C:	$78	$94	$109	$125
353		D:	$161	$177	$161	$177
354		E:	$177	$203	$208	$234
355		F:	$229	$255	$260	$287

COMMUNITY CENTER - Grand Ballroom

	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
356	**Grand Ballroom Full** (6 hour minimum Fri - Sun)	A:	$229	$260	$260	$292
357		B:	$281	$313	$313	$344
358		C:	$193	$208	$224	$240
359		D:	$245	$260	$276	$292
360		E:	$302	$328	$333	$359
361		F:	$354	$380	$385	$412

Recreation and Community Services - Facility Rentals		
FACILITY RENTAL fees vary by category of organization as follows:		
A: Resident Private	C: Resident Non-Profit	E: Commercial - In-Town
B: Non-Resident Private	D: Non-Resident Non-Profit	F: Commercial - Out of Town

COMMUNITY CENTER - Community Room

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
362	**Community Room**	A:	$83	$94	$94	$104
363	(3 hour minimum)	B:	$115	$125	$125	$135
364		C:	$57	$73	$68	$83
365		D:	$89	$104	$99	$115
366		E:	$99	$109	$109	$120
367		F:	$130	$141	$141	$151

COMMUNITY CENTER - Arts and Crafts Room

	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
368	**Arts and Crafts Room**	A:	$57	$78	$68	$89
369	(3 hour minimum)	B:	$68	$89	$78	$99
370		C:	$52	$73	$63	$83
371		D:	$63	$83	$73	$94
372		E:	$73	$89	$83	$99
373		F:	$83	$99	$94	$109

COMMUNITY CENTER - Conference Room

	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
374	**Conference Room**	A:	$31	N/A	$42	N/A
375	(2 hour minimum)	C:	$42	N/A	$52	N/A

Recreation and Community Services - Facility Rentals		
FACILITY RENTAL fees vary by category of organization as follows:		
A: Resident Private	C: Resident Non-Profit	E: Commercial - In-Town
B: Non-Resident Private	D: Non-Resident Non-Profit	F: Commercial - Out of Town

	SENIOR CENTER - Multi-Use Room Full			
REF #	Hourly Rates			
	Description			w/alcohol
376	**Multi-Use Room Full** (6 hour minimum Fri - Sun)	A:	$146	$167
377		B:	$177	$193
378		C:	$73	$73
379		D:	$151	$167
380		E:	$198	$219
381		F:	$250	$271

	SENIOR CENTER - Multi-Use Room West/Kitchen			
	Hourly Rates			
	Description			w/alcohol
382	**Multi-Use Room West/Kitchen** (6 hour minimum Fri - Sun)	A:	$115	$115
383		B:	$130	$130
384		C:	$63	$63
385		D:	$130	$130
386		E:	$151	$151
387		F:	$203	$219

	SENIOR CENTER - Arts & Crafts or Exercise Room			
	Hourly Rates			
	Description			w/alcohol
388	**Arts & Crafts or Exercise Room**	A:	$63	$73
389		B:	$68	$89
390		C:	$36	$36
391		D:	$68	$78
392		E:	$78	$94
393		F:	$109	$125

Recreation and Community Services - Facility Rentals		
FACILITY RENTAL fees vary by category of organization as follows:		
A: Resident Private	C: Resident Non-Profit	E: Commercial - In-Town
B: Non-Resident Private	D: Non-Resident Non-Profit	F: Commercial - Out of Town

	SENIOR CENTER - Card Room			
REF #	Hourly Rates			
	Description			w/alcohol
394	**Card Room**	A:	$47	N/A
395		B:	$52	N/A
396		C:	$36	N/A
397		D:	$52	N/A
398		E:	$63	N/A
399		F:	$73	N/A

	SENIOR CENTER - Conference Room			
	Hourly Rates			
	Description			w/alcohol
400	**Conference Room**	A:	$31	N/A
401	(2 hour minimum)	C:	$42	N/A

	Misc. Rental Fees	
402	Deposit	$300
403	Deposit - Alcohol	$500
404	Second Set Up	$26 -$104
405	Bar Rental	$42
406	Misc. Equipment Rental	$10 - $52
407	Kitchen	$52
408	Liability Insurance - Serving Alcohol	Actual Premium
409	Liability Insurance - Serving & Selling Alcohol	Actual Premium
410	Hourly Rate after Contractual Rental Period	Double Hourly Rate

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Recreation and Community Services		
REF #	**Description**	**Fee**
	Athletic Field Rentals	
411	Athletic Field Rentals - Day Use Hourly - Resident	$26
412	Athletic Field Rentals - Day Use Hourly - Non-Resident	$31
413	Athletic Field Lights - ACUAF Groups	$10
414	Athletic Field Lights - Non-ACUAF Groups	$16
415	Roller Hockey Rink Rental Hourly	$36
416	Roller Hockey Rink Rental Hourly with Lights	$52
417	ACUAF Base Non-Resident Fee	$10
418	ACUAF Next Non-Resident Fee	$15
419	ACUAF Base Field Rental Fee	$1.50/hour
420	ACUAF Next Field Rental Fee	$7.50/hour
421	Athletic Facility Security Deposit	$150
422	Lexington Park Athletic Fields (Natural and Synthetic) Hourly	$1.50 - $150
	Park Rentals	
423	Arnold Cypress Park Room - Resident / Resident Non-Profit	$47
424	Arnold Cypress Park Room - Non-Resident / Non-Resident Non-Profit	$57
425	Arnold Cypress Serving Room	$63
426	Arnold Cypress cleaning deposit	$100
427	Park Pavilion - Resident	$36
428	Park Pavilion - Commercial	$52
429	Moon Bounce - Resident	$21
430	Open Space Permit - Resident	$21
431	Lexington Park Small Pavilion - Resident (hourly)	$20
432	Lexington Park Large Pavilion - Resident (hourly)	$35
433	Lexington Park Equipment Storage - Resident Non-Profit (monthly)	$100
434	Lexington Park Food Truck (per event)	$50-$300 or 10% of gross sales

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **2.**

FROM: Alisha Farnell, City Clerk

DATE: 02/14/2022

SUBJECT: **Receive and File Public Comments Submitted for the February 14, 2022 City Council Meeting**

RECOMMENDATION

Receive and file submitted public comments.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Submitted Public Comments

From: George Pardon
To: Alisha Farnell; City Clerk
Subject: Comments regarding tonight"s City Council agenda
Date: Monday, February 14, 2022 10:39:54 AM

Comments regarding tonight's City Council agenda:

Agenda Item 1: **Establish Lexington Park Rental Rates, Pavilion Rental Rates, Food Truck Rental Rates, and Equipment Storage Rates -** While it's unfortunate that residents have to pay to use facilities that they already pay taxes for, my real concern is the language in the item which is condescending to a group of residents that disagree with the design and the proposed scheduling of Lexington Park.

The statement that 'Unfortunately, some have incorrectly characterized Lexington Park as a pay-to-play park.' is this Council's typical effort of twisting things around. You don't give any consideration to how else an objective person would expect residents to react when the only proposed schedule published shows no available time for open public use of the soccer fields. Sadly, this schedule was presented at a Council workshop that was never posted to the City's website.

How should residents have responded when the workshop has the City Manager saying: 'We live in a world where recreation users are willing to spend money in exchange for value.'? The City Manager also said: 'We dream of a world where there is a professional or collegiate soccer or lacrosse team that is a regular presence during the weekday to practice or train.' At the same workshop, Mayor Peat made the point that 'We are building a really fantastic asset and that's what we should be charging for.'

How would you have interpreted this schedule and those statements? Sadly, the City Council didn't start listening to the residents near the park until a lawsuit was being considered by the residents.

Agenda Item 18: **Resolution to Censure Council Member Marquez for Disclosure of Closed Session Information -** I question the real purpose behind this agenda item. Since it's agendized by Council Member Peat, it comes across as retaliation after his outburst at a recent Council meeting toward Council Member Marquez. Even if the action has legal merit, I find it hard to believe any of the Council Members haven't shared something from closed sessions with someone they believe they can trust or by accident. Reality is this action leans toward legality rather than compassion and understanding. I guess having a censure agenda on Valentine's Day isn't any less thoughtless than raising trash rates 32% during Thanksgiving week.

EXAMPLE Lexington Park Allocation



CYPRESS RECREATION

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **4.**

FROM: Alisha Farnell, City Clerk

DATE: 02/14/2022

SUBJECT: **Approve Minutes - Meetings of January 10, 2022 and January 19, 2022**

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

January 10, 2022 City Council Meeting Minutes

January 19, 2022 Special City Council Meeting Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
JANUARY 10, 2022
7:00 P.M.

A regular meeting of the Cypress City Council was called to order at 7:00 p.m. by Mayor Morales in the Council Chambers, 5275 Orange Avenue, Cypress, California.

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Palo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Recreation and Community Services Jeff Draper
City Clerk Alisha Farnell
Director of Finance and Administrative Services Matt Burton (via teleconference)
Director of Public Works Doug Dancs (via teleconference)
Chief of Police Mark Lauderback (via teleconference)
Planning Director Alicia Velasco (via teleconference)

PLEDGE OF ALLEGIANCE Mayor Pro Tem Hertz-Mallari led the Pledge of Allegiance.

INVOCATION Pastor Mike McKay, Neighborhood Church, led the Invocation.

ORAL COMMUNICATIONS

Edwin Kraemer, Cypress, spoke regarding Agenda Item No. 19 and the California Voting Rights Act challenge.

Anthony Uy, Cypress, spoke regarding Agenda Item No. 19 and the California Voting Rights Act challenge.

Mario Bica, Cypress, spoke regarding the California Voting Rights Act challenge.

Timothy Yerian, Cypress, spoke regarding Agenda Items No. 7 and No. 20. Wished the City Council a Happy New Year and thanked them for their kind words regarding his father, Robert Yerian.

Brittney Cook, Cypress, spoke regarding Agenda Item No. 19 and the California Voting Rights Act challenge. Expressed concerns with City Council meeting behavior.

Justin Bright, Cypress, spoke regarding Agenda Item No. 19.

Sean Clark, La Palma, spoke on behalf of Cypress Friday Night Lights regarding Agenda Item No. 19.

Brooke Nafarrette, Cypress, spoke regarding the California Voting Rights Act Community Forums and wished everyone a Happy New Year.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

Mayor Morales stated that Agenda Item No. 17, the Warrant Register, includes electronic fund transfer No. 10237 for $795.96 for reimbursement he receives as a CalPERS annuitant. He indicated that in voting for any motion to approve the Warrant Register, he would not be voting on electronic fund transfer No. 10237 for the reason disclosed.

Council Member Marquez began a statement regarding occurrences at previous City Council meetings.

Mayor Morales called for a point of order and informed Council Member Marquez that the Consent Calendar was the current business matter and that there would be an opportunity during Council Member Reports and Remarks for general comments.

Council Member Marquez requested to pull items No. 3, 7 and 8.

It was moved by Council Member Peat, and seconded by Mayor Pro Tem Hertz-Mallari, to approve Consent Calendar Items No. 1 through 2, 4 through 6, and 9 through 17.

The motion was carried by the following roll call vote:

AYES:	4	COUNCIL MEMBERS:	Minikus, Peat, Hertz-Mallari and Morales
NOES:	0	COUNCIL MEMBERS:	None
ABSTAIN:	1	COUNCIL MEMBERS:	Marquez

Item No. 1: Receive and File Public Comments Submitted for the January 10, 2022 City Council Meeting

Recommendation: Receive and file submitted public comments.

Item No. 2: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 4: Approve Final Tract Map No. 19114

Recommendation: Approve Final Tract Map No. 19114 and authorize the City Clerk to sign the record map.

Item No. 5: Approve the Urban Area Security Initiative Sub-Recipient Agreement with the City of Anaheim

Recommendation:

1. Approve the Fiscal Year 2020 Urban Area Security Initiative (UASI) Sub-Recipient Agreement with the City of Anaheim; and

2. Authorize the City Manager to execute all UASI related documents.

Item No. 6: Approve the Successor Agency's Recognized Obligation Payment Schedule for the Period of July 1, 2022 through June 30, 2023 (ROPS 22-23)

Recommendation: Adopt a Resolution approving the Recognized Obligation Payment Schedule for the period of July 1, 2022 through June 30, 2023 (ROPS 22-23) for the Successor Agency to the Dissolved Cypress Redevelopment Agency.

SUCCESSOR AGENCY BOARD RESOLUTION NO. SA-11

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED CYPRESS REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 22-23) FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

Item No. 9: Receive and File the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021

Recommendation: Receive and file the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021.

Item No. 10: Receive and File the Audit Letter to the City Council for the Fiscal Year Ended June 30, 2021

Recommendation: Receive and file the Audit Letter form Lance, Soll and Lunghard LLP to the City Council for the Fiscal Year ended June 30, 2021.

Item No. 11: Receive and File the Report on the City's Appropriations Limit for the Fiscal Year Ended June 30, 2021

Recommendation: Receive and file the attached Independent Accountants' Report on Agreed-Upon Procedures Applied to the City's Appropriations Limit Worksheet for the Fiscal Year ended June 30, 2021.

Item No. 12: Receive and File the Cypress Recreation and Park District's Financial Statements and Auditors' Report for the Fiscal Year Ended June 30, 2021

Recommendation: Receive and file the District's Basic Financial Statements and Independent Auditors' Report for the Fiscal Year Ended June 30, 2021.

Item No. 13: Receive and File the Audit Letter to the District Board for the Fiscal Year Ended June 30, 2021

Recommendation: Receive and file the Audit Letter from Lance, Soll and Lunghard LLP to the Cypress Recreation and Park District Board of Directors for the Fiscal Year ended June 30, 2021.

Item No. 14: Receive and File the Independent Accountants' Report on the Cypress Recreation and Park District's Appropriations Limit for the Fiscal Year Ended June 30, 2021

Recommendation: Receive and file the attached Independent Accountants' Report on Agreed-Upon Procedures Applied to the Appropriations Limit Worksheet for the Fiscal Year ended June 30, 2021.

Item No. 15: Receive and File the Investment Report for the Month Ended November 30, 2021

Recommendation: Receive and file the attached investment report.

Item No. 16: Receive and File the Strategic Plan Six-Month Objectives Update

Recommendation: Receive and file the strategic plan six-month objectives update.

Item No. 17: Approve the Register of Warrants, Transfers, and Wires Issued for the Period of November 27, 2021 through December 17, 2021

Recommendation: Approve the attached payment register summarized below for the period of November 27, 2021 through December 17, 2021:

- Electronic Funds Transfers 10222 through 10339
- Warrants 58345 through 58433
- Payroll Transfers W1462 through W1464

Regarding Item No. 3: Approve Minutes – Meeting of December 13, 2021

The City Clerk stated she did not have a presentation on this item but was available for questions from City Council.

Council Member Marquez commented on this item.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve the December 13, 2021 meeting minutes as submitted.

The motion was carried by the following roll call vote:

AYES:	4	COUNCIL MEMBERS:	Minikus, Peat, Hertz-Mallari and Morales
NOES:	1	COUNCIL MEMBERS:	Marquez
ABSENT:	0	COUNCIL MEMBERS:	None

Regarding Item No. 7: Approve a Spending Plan for American Rescue Plan Act Allocations

Council Member Marquez provided a statement on this item.

City Council discussion ensued.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve a spending plan for the $11,723,277 of Coronavirus State and Local Fiscal Recovery Funds allocated to the City as part of the American Rescue Plan Act which categorizes these amounts as revenue replacement to the maximum extent allowed by U.S Treasury Guidelines; and increase budgeted transfers out from the Pandemic Response Fund to the City's General Fund by $4,577,000 for eligible 2020 revenue replacement in accordance with American Rescue Plan Act and U.S. Treasury guidelines; and increase budgeted transfers out of the General Fund to the Infrastructure Fund by $1.2 million; and increase budgeted transfers out of the General Fund to the Employee Benefits Fund by $1.2 million; and decrease budgeted transfers out of the Pandemic Response Fund by $625,000 to the City's General Fund ($240,000), Lighting District Fund ($200,000), City Capital Projects Fund ($75,000) and City Central Services Fund ($110,000) for ARPA amounts included in the FY 2021-22 adopted budget.

The motion was carried by the following roll call vote:

AYES:	4	COUNCIL MEMBERS:	Minikus, Peat, Hertz-Mallari and Morales
NOES:	1	COUNCIL MEMBERS:	Marquez
ABSENT:	0	COUNCIL MEMBERS:	None

Regarding Item No. 8: Award a Contract for Lexington Park Landscape Maintenance Services

Council Member Marquez commented on this item.

City Council discussion ensued.

The City Attorney provided clarification on the bidding process.

City Council discussion continued.

The Director of Public Works answered questions from City Council.

City Council discussion continued.

It was moved by Council Member Peat, and seconded by Mayor Pro Tem Hertz-Mallari, to award an initial two year and four month contract with BrightView Landscape Services, Inc. for $214,849, with a contingency of $32,228, for Lexington Park Landscape Maintenance Services.

The motion was carried by the following roll call vote:

AYES:	4	COUNCIL MEMBERS:	Minikus, Peat, Hertz-Mallari and Morales
NOES:	1	COUNCIL MEMBERS:	Marquez
ABSENT:	0	COUNCIL MEMBERS:	None

NEW BUSINESS

Item No. 18: Approve an Agreement to Conduct a Community Survey and Establish a City Council Ad Hoc Subcommittee to Assist with the Development of Survey Questionnaire

The City Clerk provided a report on this item.

City Council discussion ensued.

Tim McLarney from True North Research answered questions from City Council.

The Mayor stated his recommendation that he and Mayor Pro Tem Hertz-Mallari serve as the ad hoc subcommittee members for the community survey.

Council Member Marquez provided further comments on this item.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve the agreement with True North Research, Inc. for $29,798 to conduct a community survey; and adopt a Resolution creating an ad hoc subcommittee to advise and assist with the development of the community survey questionnaire, appointing Mayor Morales and Mayor Pro Tem Hertz-Mallari to the ad hoc subcommittee, and establishing it duration and duties.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

RESOLUTION NO. 6870

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX-OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, ESTABLISHING AN AD HOC SUBCOMMITTEE TO ADVISE AND ASSIST WITH THE DEVELOPMENT OF A COMMUNITY SURVEY QUESTIONNAIRE

Item No. 19: Consider Lexington Park Operating Policies, Field Allocations, and Rental Rates

The Director of Recreation and Community Services provided a report on this item.

City Council discussion ensued.

Council Member Marquez provided a statement on this item.

The City Clerk introduced the first reading of the Ordinance.

It was moved by Mayor Pro Tem Hertz-Mallari, and seconded by Council Member Peat, to introduce the first reading of an Ordinance, by title only, amending Chapter 17-72 of the Cypress Municipal Code regarding synthetic turf; and set a public hearing for February 14, 2022, to consider revisions to the Recreation and Park District master fee schedule, to establish Lexington Park athletic field rental fees, pavilion rental fees, food truck fees, and equipment storage fees.

The motion was carried by the following roll call vote:

AYES: 4 COUNCIL MEMBERS: Minikus, Peat, Hertz-Mallari and Morales
NOES: 1 COUNCIL MEMBERS: Marquez
ABSENT: 0 COUNCIL MEMBERS: None

ITEMS FROM CITY COUNCIL MEMBERS

Item No 20: Consider California Voting Rights Act – City Council Election Format Community Forums Informational Presentation

The City Manager provided a report on this item.

City Council discussion ensued.

It was moved by Mayor Pro Tem Hertz-Mallari, and seconded by Council Member Minikus, to approve California Voting Rights Act – City Council Election Format Community Forums informational presentation with amendments to correct the percentages on the By The Numbers demographics slide to reflect 36.3% White, 35.2% Asian Pacific Islander, 20.2% Latino, and 8.3% Other, as well as change the column title on the Election History slides from Overall to Total Voter Population.

The motion was carried by the following roll call vote:

AYES:	4	COUNCIL MEMBERS:	Minikus, Peat, Hertz-Mallari and Morales
NOES:	1	COUNCIL MEMBERS:	Marquez
ABSENT:	0	COUNCIL MEMBERS:	None

ORAL COMMUNICATIONS (Five minutes per speaker, unless extended by the City Council)

Brooke Nafarrete, Cypress, spoke regarding Mayor Pro Tem Hertz-Mallari's comments during Agenda Item No. 20.

Edwin Kraemer, Cypress, expressed support for Council Member Marquez and spoke regarding his concerns with Lexington Park.

Anthony Uy, Cypress, thanked Council Member Marquez for her work, expressed concerns about the COVID-19 Omicron variant and . Spoke regarding his concerns with Lexington Park and Agenda Item No. 18.

Timothy Yerian, Cypress, requested additional information regarding Agenda Item No. 7 and expressed his concerns with Lexington Park. Spoke regarding the California Voting Rights Act challenge.

COUNCIL MEMBER REPORTS AND REMARKS

Council Member Peat:

No Report.

Council Member Minikus:

No Report.

Council Member Marquez:

Expressed concerns with behavior of her colleagues at previous City Council meetings and COVID-19 omicron variant. Addressed public comments made by Mario Bica and Timothy Yerian. Reported that she visited the home of residents who experienced a fire incident. Met with Mayor Morales about an idea and thanked him for his time.

Mayor Pro Tem Hertz-Mallari:

Attended the Grand Reopening Ceremony for the Cypress Library and provided an update on Library operations. Spoke regarding virtual meetings and the options available to participate remotely when needed.

Council Member Marquez made additional comments.

Mayor Morales:

Stated COVID-19 protocols are being followed at City Council meetings. Addressed comments made by Council Member Marquez and the public regarding City Council decorum.

CITY MANAGER REMARKS

No Report.

Council Member Marquez interjected with additional comments.

Council Member Peat interjected with additional comments.

City Council discussion occurred between Council Members Marquez and Peat.

Mayor Morales made additional comments and suggested everyone move forward.

ADJOURNMENT

Mayor Morales adjourned the meeting at 9:40 p.m. to an adjourned Regular Meeting, to be held on Monday, January 24, 2022, beginning at 5:30 p.m. in the Executive Board Room.

_____

MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____

CITY CLERK OF THE CITY OF CYPRESS

SPECIAL MEETING
CYPRESS CITY COUNCIL
JANUARY 19, 2022
4:00 P.M.

A special meeting of the Cypress City Council was called to order at 4:00 p.m. by Mayor Pro Tem Hertz-Mallari in the Executive Board Room, 5275 Orange Avenue, Cypress, California.

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales – arrived at 4:06 p.m.
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez – absent
Council Member Scott Minikus
Council Member Jon Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
City Clerk Alisha Farnell

ORAL COMMUNICATIONS (Limited to three minutes per speaker, unless extended by the City Council)

None.

CONSENT CALENDAR

Item No. 1: Receive and File Public Comments Submitted for the January 19, 2022 Special City Council Meeting

Recommendation: Receive and file submitted public comments.

The City Clerk reported that no public comments were submitted.

No action was taken.

CLOSED SESSION

The City Attorney reported that the City Council would meet in Closed Session as follows:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(d)(2)

Significant exposure to litigation – one potential case
Threat of Civil Rights Violation and Harassment Submitted by Council Member Frances Marquez

The City Attorney stated that Council Member Marquez would be excluded from this Closed Session item.

Mayor Pro Tem Hertz-Mallari recessed the meeting at 4:02 p.m.

Mayor Pro Tem Hertz-Mallari reconvened the meeting at 5:17 p.m.

REPORT OF CLOSED SESSION

The City Attorney reported that the City Council met in Closed Session to discuss the item listed on the Closed Session agenda, namely Conference with Legal Counsel, one item of anticipated litigation under the heading significant exposure to litigation, a threat of Civil Rights violation and harassment submitted by Council Member Frances Marquez. He stated the City Council received a briefing and no further reportable action was taken.

ADJOURNMENT

Mayor Pro Tem Hertz-Mallari adjourned the meeting at 5:19 p.m. to an adjourned Regular Meeting, to be held on Monday, January 24, 2022, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 02/14/2022

SUBJECT: **Receive and File the Fiscal Year 2021-22 Mid-Year Budget Report and Approve Budget Adjustments**

RECOMMENDATION

1. Receive and file the FY 2021-22 Mid-Year Budget Report; and

2. Approve mid-year budget adjustments:

City

a. Increase appropriations in the General Fund by $222,910
b. Increase appropriations in the Storm Drainage Fund by $19,000
c. Increase appropriations in the Lighting District Fund by $19,000
d. Increase appropriations in the Sewer Fund by $17,710
e. Increase appropriations in the Capital Projects Fund by $22,000
f. Increase appropriations in the Information Systems Fund by $17,000
g. Increase appropriations in the Capital Replacement Fund by $10,000
h. Transfer $17,000 from the General Fund to the Information Systems Fund
i. Transfer $10,000 from the General Fund to the Capital Replacement Fund
j. Transfer $7,140,000 from the Pandemic Response Fund to the General Fund for eligible FY 2019-20 and FY 2020-21 revenue losses in accordance with the American Rescue Plan Act (ARPA), the City Council approved ARPA spending plan and final U.S. Treasury guidelines
k. Transfer $3,300,000 from the General Fund to the Infrastructure Fund
l. Transfer $3,300,000 from the General Fund to the Employee Benefits Fund
m. Approve the receipt of $5,212,325 from the Park District as partial payment on the outstanding Repayment Agreements and Promissory Notes with the City
n. Transfer $17,000 from the General Fund to the Information Systems Fund
o. Transfer $10,000 from the General Fund to the Capital Replacement Fund

Recreation and Park District

p. Transfer $5,212,325 from the Park Development Fund to the General Fund
q. Approve a $5,212,325 payment to the City's Infrastructure fund to apply against the two outstanding Repayment Agreements and Promissory Notes between the City and Park District

SUMMARY

Annually, the City Manager provides the City Council a report on the status of the City's budget. This update is based on six months of actual receipts and disbursements and projections for the remaining half of the year. The review is general in nature and focuses on the City's General Fund and the Cypress Recreation and Park District's General Fund. The review also discusses any budget amendments necessary for maintaining service levels for the balance of the fiscal year.

Overall, the City's financial health remains strong. We expect to end FY 2021-22 in a better financial position than we started. However, ongoing uncertainties associated with the pandemic exist. As such, it remains imperative we continue our prudent approach to financial management and adhere to the City Council's Fiscal Strategies (attached) which prioritizes the investment of available one-time budget savings for future needs.

The review highlights current year budget inflows and outflows, and attempts to identify any trends or factors that may impact either the short-term or longer-term financial health of the City and District. Amounts accumulated and set-aside for pandemic assistance or future year expenditures, along with the one-time impacts of American Rescue Plan Act (ARPA) receipts, are included in the analysis. However, for comparison and planning purposes these amounts are largely excluded from the discussion since these one-time activities are outside ongoing budget monitoring and the development of future operating budgets.

Based on the first six months of the fiscal year and projections for the second half of the fiscal year, it is anticipated FY 2021-22 City General Fund activities will yield $2.1 million more than estimated in the budget. District General Fund revenues are anticipated to fall short of budget by nearly $573,000, while expenditures will be just over $1.5 million under budget.

The mid-year review also closes out prior fiscal year activities. Based on annual audit results, fund balances are earmarked, appropriated or transferred in accordance with City Council Fiscal Strategies. FY 2020-21 ended with a $4.5 million City General Fund surplus. In addition, $2.1 million of FY 2019-20 surplus amounts were set-aside to offset projected FY 2020-21 General Fund budget deficits that never materialized. Therefore, surplus amounts totaling $6.6 million are available for transfer in accordance with the City Council Fiscal Strategies, with $3.3 million to the Infrastructure Fund for use on future capital projects and $3.3 million to the Employee Benefits Fund for pension trust investment.

DISCUSSION

City General Fund Overview

The General Fund analysis focuses on revenues (including transfers in from other funds, but excluding one-time ARPA amounts) and expenditures (including transfers out to other funds). The results of the first six months of the fiscal year (July 1 through December 31) for the City's General Fund are:

	Amended Budget	Six Month Actual	Percent Budget	Historical Range
Revenues	$35,094,833	$12,597,607	35.9%	34%-38%

Expenditures	$36,708,777	$15,937,074	43.4%	45%-50%

Mid-year General Fund revenues tend to be below 50% due to delays in the receipt of revenues. Many revenue payments in the first half of the year (including sales taxes, franchise taxes, transient occupancy taxes, vehicle license property tax backfills from the State and interest earnings) are collected after December 31. As a result, typically just over one-third of revenues are received by December 31 and first half receipts for FY 2021-22 (as a percentage of the annual budget) are consistent with expectations. Expenditures are just below historical trends due to the carryover of $950,000 of one-time, pandemic-related support from FY 2020-21 which largely remained unexpended at December 31, 2021. These pandemic response programs include community hot meals and business fee waivers which are forecasted to be fully expended by the end of the fiscal year.

General Fund revenues for FY 2021-22 are projected to slightly exceed expectations.

	Amended 2021-22 Budget	2021-22 Projection	Projected Variance From Budget ($)	Projected Variance From Budget (%)
Revenues	$35,094,833	$35,392,805	$297,972	0.9%

Sales taxes and property taxes combine to make up over two-thirds of General Fund revenues. While property tax tends to be stable and grow at predictable rates, sales tax receipts are more volatile and tend to fluctuate in response to the overall economy. The FY 2021-22 budget used projections from the City's sales tax consultant which reflect ongoing economic uncertainties associated with the pandemic and its impacts on City revenues. Actual receipts and the sales tax consultant's most recent forecast indicate positive trends which are expected to yield $620,000 more sales tax than originally estimated. The revised projections are a result of many factors, including a rebound in business to business activities, higher gasoline sales and the ongoing strength and resiliency of many of our largest sales tax generators. Given the importance of this revenue source, the City continues to work closely with our sales tax consultant to monitor trends and projections.

General Fund expenditures are below 50% at December 31 and year-end projections are less than budget:

	Amended 2021-22 Budget	2021-22 Projection	Projected Variance from Budget	Projected Variance from Budget
Operating Expenditures	$33,829,151	$32,020,939	($1,808,212)	(5.3%)
COVID-19 Response/Assistance	949,809	949,809	-0-	n/a
Transfers for:				
Current Year - Capital/Grants/Technology	1,679,817	1,706,817	27,000	1.6%
Future Capital - Storm Drainage	250,000	250,000	-0-	n/a
Future Capital/Pension Trust - American Rescue Plan Act Savings	-0-	2,400,000	2,400,000	n/a
Future Capital/Pension Trust - Prior Year Savings	-0-	6,600,000	6,600,000	n/a
Total Transfers	1,929,817	10,956,817	6,627,000	568%
Total Expenditures and Transfers	$36,708,777	$43,927,565	$7,218,788	19.7%

General Fund revenue and expenditures estimates are detailed in Exhibit Two. The anticipated savings from operations are primarily salary and benefits from vacancies in Finance, Police and Public Works departments. The City continues to actively recruit Police Officers and fill other vacancies throughout the organization. These anticipated savings are available to pay for the following recommended appropriation adjustments:

Finance

- To further transparency and adhere to recently updated Government Finance Officers Association's (GFOA) best practices for budget presentation, the purchase of a web-based budget book is recommended. A digital budget book is intuitive, interactive and designed to be easier for users to navigate than traditional print and digital options. In order to incorporate the FY 2022-23 budget on this new platform, the purchase will need to occur prior to the end of the fiscal year. Initial implementation costs are estimated at $25,000 with annual maintenance costs expected to range between $10,000 and $15,000.

Public Works

- $2,950 for advertising the solid waste hearing notice required under Proposition 218 for the recent rate increases associated with the state-mandated organics program. This expenditure was unforeseen and not included in the adopted budget.
- $3,000 for the integration of the City's business license database with the new online permitting platform. This enhancement will streamline processing for both employees and the public. Future annual maintenance costs are estimated at between $1,000 and $1,500.

Community Development

- $191,960 for the Neighborhood Preservation Pilot program contract costs approved by the City Council in September. These amounts were appropriated in FY 2020-21 and were inadvertently omitted from the list of items for carryover to FY 2021-22.

There are a few other program expenditures which are on pace to exceed budget or are historically difficult to estimate; however, exact variances cannot be determined at this time. In most cases, the amount included in the budget has been used as the estimate for the year. These programs include City Attorney charges and development related activities (i.e.building and public works inspections). These activities are largely out of the City's control and often vary significantly. Additional development activity costs are recovered through fees, therefore there will not be any negative impact to projected year-end fund balance due to these activity levels. Budget overages in these areas will be addressed after June 30, 2022 once the precise amount is known.

Changes to Final Guidelines on American Rescue Plan Act Revenue Replacement
On January 10, the City Council approved a spending plan for the $11,723,277 of Coronavirus State and Local Fiscal Recovery Funds allocated to Cypress as part of the American Rescue Plan Act. The approved plan utilizes the full allocation as revenue replacement to the maximum extent allowed by U.S. Treasury guidelines. The January 10 analysis and approved spending plan was based on the interim U.S. Treasury guidelines released in May 2020.

Later that month, the U.S. Treasury released the final guidelines which contain many changes that benefit local governments. Included in these changes, is the option to calculate eligible revenue losses based on a fiscal year rather than a calendar year. This change benefits Cypress and results in eligible revenue losses of $11,717,000 through June 30, 2021. Under the interim guidelines, the City was required to calculate revenue losses on a calendar year basis resulting in eligible losses of $4,577,000 through December 31, 2020. It is recommended the City use a fiscal year basis for revenue loss calculations and recognize an additional $7,140,000 of eligible revenue losses that can be transferred from the Pandemic Response Fund to the General Fund once the second ARPA allocation is received later in 2022. With this recommendation, a total of $6,277 remains available for possible revenue replacement in future fiscal years. It is anticipated Cypress will have eligible revenue losses in FY 2021-22 that far exceed $6,277. However, the $6,277 cannot be officially treated as a revenue loss and expended until FY 2021-22 revenue amounts are finalized and audited in late 2022.

FY 2020-21 Results of Operations
At June 30, 2021, the General Fund had $6.6 million of prior year revenues and budget savings available as fund balance. Of this total, $2.1 million was FY 2019-20 surplus amounts previously assigned to offset the projected FY 2020-21 General Fund budget deficit adopted in June 2020. Thanks in part to hard work across the organization, the projected FY 2020-21 revenue declines did not materialize and the $2.1 million was not needed to balance last year's budget.

The City Council Fiscal Strategies direct additional one-time monies toward infrastructure investment and employee pension obligations, and it is recommended the $6.6 million be transferred in FY 2021-22 for future infrastructure ($3.3 million) and pension trust investment ($3.3 million) in the Employee Benefits Fund.

Aside from incorporating ARPA revenue impacts approved on January 10, the projections do not include any additional appropriations approved after December 31, 2021.

Maintenance of Effort Requirements
Based on projected expenditures, it appears the City should meet or exceed all minimum expenditure levels required to receive State funding for police services and street maintenance. However, the Maintenance of Effort (MOE) for General Fund expenditures necessary to receive County funding for street maintenance and construction may not be met if actual expenditures fall below budgeted levels. Finance and Public Works will closely monitor to ensure all requirements are met and eligibility is maintained.

After the close of the fiscal year, it may be necessary to adjust funding sources for certain projects if MOE levels are not met. MOE shortfalls could be funded using the projected additional fund balance summarized below.

Fund Balance Overview for City General Fund
The amended budget projects fund balance declines from FY 2021-22 activities of nearly $665,000; however, mid-year revenue and expenditure projections (excluding all ARPA impacts and prior year pandemic response appropriations) indicate fund balance will increase over $1.4 million (Exhibit One):

	Amended 2021-22 Budget	2021-22 Projection	Projected Variance
Increase/(Decrease) to Fund Balance from FY 2021-22 Revenues/Expenditures	($664,135)	$1,442,049	$2,106,184

The fund balance increase results from higher tax revenues (primarily sales tax and property tax amounts) and salary savings. The projected $2.1 million variance is based on current information and may change significantly during the next six months. A recommendation to transfer, set-aside or appropriate FY 2021-22 surpluses will be made in conjunction with the FY 2022-23 mid-year budget review once the final, audited results from FY 2021-22 are known.

An analysis of the changes in the General Fund's fund balance is provided in Exhibit Three. The $8.5 million committed fund balance reflects the economic uncertainty contingency (equal to 25% of budgeted operating expenditures). The assigned fund balance is set aside to fund the Capital Improvement Program Fund/Infrastructure Reserve Fund at City Council adopted levels, fund future infrastructure/facility projects/pension trust investments with budget savings, provide a short-term contingency should one of the major revenue producers in the City relocate or bridge a temporary budget deficit.

In addition, $9.3 million of assigned fund balance is projected at fiscal year end due to the ARPA spending plan approved on January 10. This represents discretionary, unrestricted amounts that result from receiving and expending restricted ARPA allocations for general services. These amounts will be held in the General Fund until invested/expended in future years in accordance with the spending plan approved by the City Council.

All fund balance commitments and assignments are consistent with City Council Fiscal Strategies. The June 30, 2022, unassigned fund balance is projected to be $1,035,000.

Capital Projects Overview

Exhibit Four provides a status of the City's capital improvement projects, including carryover projects from previous years, and are summarized by type of expenditure below:

	Amended 2021-22 Budget	Expenditures/ Encumbrances thru 12/31/21	Expenditures/ Encumbrances thru 12/31/21
Streets	$3,664,572	$1,504,413	41.0%
Traffic Signals/Street Lights	1,128,049	398,446	35.3%
Sewer	642,578	222,949	34.7%
Concrete/Medians/Trees	1,304,017	813,420	62.4%
Facilities	5,370,396	3,760,532	70.0%
Storm Drainage	75,000	5,734	7.7%
Total	$12,184,612	$6,705,494	55.0%

Cypress Recreation and Park District General Fund Overview

The results of the first six months of the fiscal year for the District are:

	Amended 2021-22 Budget	Six Month Actual	Percent Budget	Historical Range
Revenues	$7,496,165	$3,551,916	47.4%	43%-49%
Expenditures	$18,553,741	$7,147,300	38.5%	27%-49%

Revenues for the first half of the year typically fall slightly under 50% due to the lag in timing of receipts for a variety of sources, including interest earnings. Despite pandemic-related decreases to certain programming and rental receipts, total revenues remain strong and fall within the historical range through December 31. Property taxes, which comprise the large majority of District revenues, continue to grow steadily and have not been negatively impacted by the pandemic.

District expenditures tend to fluctuate from year to year due to capital project activity while operating expenditures experience less volatility. Historically, operating expenditures are below 50% at the end of the calendar year but are lower than normal this year (35%) due to contract class and programming restrictions, as well as staffing vacancies in both Recreation and Community Services (RCS) and Public Work's Maintenance division.

The $11.6 million capital projects budget is significantly higher than usual due to the carryover of $7.5 million for the completion of Lexington Park. Actual capital expenditures through December 31, 2021, total slightly over $5.0 million, with the majority of the remaining capital project budget expected to be fully expended (or carried over for completion in FY 2022-23) at fiscal year-end.

Exhibit Five provides detail of the District's General Fund revenues and expenditures, including comparisons to the previous year's first six months and final actual amounts, and the projected amounts for the current year. As summarized below, the District's General Fund fund balance is projected to decrease by $2,580,494 during FY 2021-22 due primarily to the planned use of prior year fund balance accumulations for capital project expenditures:

	Amended 2021-22 Budget	2021-22 Projection	Projected Budget Variance	Projected Budget Variance
Revenues	$7,496,165	$6,923,882	($572,283)	(6.8%)
Other Sources	$9,130,305	$13,869,039	$4,738,734	51.9%
Total Revenue/Other Sources	*$15,351,470*	*$19,517,921*	*$4,166,451*	*27.1%*
Operating Expenditures	($5,648,651)	($4,650,000)	$998,651	(17.7%)
Capital Expenditures	($11,711,090)	($11,186,090)	$525,000	(4.5%)
Other Uses/Transfers	($1,194,000)	(6,262,325)	($5,068,325)	424.5%
Total Expenditures/Uses	*($18,553,741)*	*($22,098,415)*	*($3,544,674)*	*19.1%*
Change in Fund Balance	($3,202,271)	($2,580,494)	$621,777	

District Operations

Revenues are projected to be under budget by $572,283 due to multiple factors. User fees and facility rental revenues have been negatively impacted by the pandemic, and it continues to be difficult to forecast receipts through the end of the fiscal year. Interest earnings will also fall below budget due to historically low market interest rates earned on the District's cash balances.

Recreation expenditures are projected to be about $1 million below budget due to staffing vacancies, as well as many of the same factors impacting revenues. Pandemic-related cost decreases associated with part-time staffing, facility maintenance and contract class instructors contribute to the budget variance.

Capital Expenditures, Other Sources and Uses and Outstanding Loans to City

The FY 2021-22 budget includes $11.7 million for capital investments, with construction costs for Lexington Park comprising the bulk of this amount. Total capital expenditures are expected to be $525,000 less than budget due to savings on Lexington Park and a few other smaller projects.

Other sources are comprised of loan proceeds from the City for Lexington Park construction. These loans will be paid back as park development fees become available. To date, two loans totaling $13.7 million have been approved for the design and construction of Lexington Park. Actual outstanding balances on the two loans at December 31, 2021, total nearly $10.6 million. The District recently received a payment of park development fees which is available to repay a portion of the outstanding loan balances. It is recommended $5,212,325 of park development fees be transferred to the District's General Fund and used to repay the City loans. The remaining outstanding loan balances will be repaid as future park development fees are received.

	Loan for Design	**Loan for Construction**

	($900,000 Authorized in January 2019)	($12.8 million Authorized in February 2021)
Outstanding Balance at 12/31/21	$426,409	$10,148,266
Estimated Additions - January 2022 through June 2022	-0-	$2,651,734
Recommended Payoff - February 2022	($426,409)	($4,785,916)
Estimated Outstanding Balance at 6/30/22	-0-	$8,014,084

Exhibit Six provides a summary of the District's estimated fund balance at June 30, 2022. The District's General Fund fund balance is estimated to be nearly $9.5 million, down from $12 million at the end of FY 2020-21. This decrease was expected, as accumulated reserves are being used to pay for budgeted capital improvements. The majority of the fund balance is either restricted or assigned for specific purposes (future appropriations for infrastructure and amenities, contingencies, and for annual cash flow shortfalls). The District's major revenue source is property tax, which is annually collected in December and April, resulting in the need for the District to set-aside $2 million at year-end for operating cash flow.

Other Recommended Budget Amendments

As part of the mid-year budget review, departments identify items not included in the budget which are needed prior to June 30, 2022. While the annual budget process is typically the time to identify a department's needs for the upcoming year, unanticipated situations may arise during the year which require an amendment. The following budget adjustments are recommended:

- $19,000 in the Lighting District Fund for unforeseen streetlight repairs caused by traffic accidents. These "knockdown" costs vary year to year based on the severity and volume of traffic accidents causing damage to City-owned equipment. Through December 31, three streetlights had to be replaced due to traffic accidents.
- $14,000 in the Storm Drainage Fund for unforeseen emergency repairs. The emergency backup generator at the Veterans Park Stormwater Pump Station failed during a December storm and was repaired. A portable generator was rented to ensure sufficient back up power was in place during the storm.
- $5,000 in the Storm Drainage Fund for emergency clean-up costs associated with a broken irrigation line on the Coyote Creek/Lincoln Avenue bridge which caused mud to flow into the Los Angeles County storm channel.
- $22,000 in the Capital Projects Fund for emergency waterline repairs in August at the Civic Center. The repairs were unexpected and also involved the replacement of concrete over the location of the leak.
- $17,710 in the Sewer Fund for on-call stormwater and water quality contract services. The Fats, Oil and Grease component of the consultant agreement was inadvertently omitted from the FY 2021-22 adopted budget.
- $17,000 in the Information Systems Fund and $10,000 in the Capital Replacement Fund for recommended technology investments identified in the recent cybersecurity

audit. Funding for these improvements was approved in January from available one-time amounts available from implementing the ARPA spending plan. The improvements include a managed risk scanning service ($16,000), a portable generator for the data center ($5,000), an offsite back-up tape library ($5,000), and enhanced multi-factor authentication services ($1,000).

BUDGET IMPACT

Based on the results of operations for the first six months of the fiscal year and current projections for the second half of the fiscal year, it is anticipated available fund balances in the General Funds of both the City and District will exceed FY 2021-22 budget estimates. Sufficient FY 2021-22 budget savings are projected to be available to pay for the additional recommended appropriations.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Exhibit One - General Fund Current Year Inflows/Outflows (Summarized)
Exhibit Two - General Fund (Detailed)
Exhibit Three - General Fund Summary of Fund Balance
Exhibit Four - Status of Capital Projects
Exhibit Five - CRPD General Fund
Exhibit Six - CRPD Summary of Fund Balance
Fiscal Strategies

EXHIBIT ONE

CITY OF CYPRESS
FY 2021-22 MID YEAR BUDGET REVIEW
GENERAL FUND- CURRENT YEAR INFLOWS/OUTFLOWS (SUMMARIZED)

ACCOUNT	AMENDED 2021-22 BUDGET	SIX MOS. ACTUAL 2021-22	2021-22 PROJECTION	VARIANCE ($) BUDGET VS. PROJECTION	VARIANCE (%)
Inflows					
Revenues and Transfers In	$ 35,094,833	$ 12,597,607	$ 35,392,805	$ 297,972	0.8%
Outflows					
Operating Expenditures	33,829,151	13,862,987	32,020,939	1,808,212	5.3%
Transfers Out from Current Year Resources	1,929,817	1,800,000	1,929,817	-	0.0%
Total Expenditures and Transfers	35,758,968	15,662,987	33,950,756	1,808,212	5.1%
Net Inflow/(Outflows)- Current Year Activities	**$ (664,135)**	**$ (3,065,380)**	**$ 1,442,049**	**$ 2,106,184**	

Note: Above Analysis summarizes current year activities; therefore, one-time American Rescue Plan Act (ARPA) inflows and outflows and COVID response outflows approved in the prior fiscal year are excluded.

CITY OF CYPRESS
FY 2021-22 MID YEAR BUDGET REVIEW
GENERAL FUND (DETAILED)

ACCOUNT	SIX MOS. ACTUAL 2020-21	2020-21 ACTUAL	**AMENDED 2021-22 BUDGET**	SIX MOS. ACTUAL 2021-22	**2021-22 PROJECTION**
REVENUES:					
Sales Tax	$ 4,228,345	$ 11,579,445	$ 11,255,000	$ 4,088,616	$ 11,845,000
Property Taxes	2,902,128	5,568,220	5,581,000	2,969,145	5,684,000
Vehicle License Backfill	-	5,136,804	5,190,000	-	5,322,016
Residual Tax Increment (RDA Dissolution)	395,352	693,090	940,000	434,639	730,000
Franchise Tax	361,877	1,753,459	1,705,000	366,707	1,725,000
Transient Occupancy Tax	456,220	1,648,030	1,900,000	840,339	1,900,000
Parimutual Tax (Satellite & On-Site)	35,608	131,756	170,000	104,791	170,000
Business License Tax	1,177,667	1,264,263	1,200,000	1,207,228	1,250,000
Prop 172 Sales Tax	139,464	383,065	386,200	161,918	402,000
Real Property Transfer Tax	190,767	388,209	240,000	233,826	350,000
Motor Vehicle In-Lieu	-	36,138	35,000	-	56,066
Interest and Rent	122,357	278,111	298,803	65,763	205,000
Investments - Fair Market Value Adjustment	(145,444)	(832,279)	-	(595,047)	-
Park District Maint Charges	833,268	1,819,375	2,107,660	817,879	1,850,000
Residential User Fees	153,521	373,748	385,000	162,630	385,000
Licenses and Permits	272,252	884,942	808,890	411,092	983,890
Fines and Forfeitures	88,169	257,141	210,000	109,640	210,000
Business License Admin Fees	83,442	98,634	87,500	119,551	125,000
Plan Check Fees	213,838	669,781	385,000	356,134	485,000
Police Service Fees	28,040	67,586	55,841	38,727	65,000
Zoning Fees	36,622	81,732	68,000	15,909	68,000
Revenue from Other Agencies	405,940	56,117	701,144	232,270	487,129
Homeowners Tax Relief	3,687	24,577	25,000	3,641	24,500
Expenditure Reimbursement	27,096	63,899	51,835	23,421	51,835
Miscellaneous Revenues and Fees	5,264	367,807	12,800	9,164	15,000
Total Revenues	$ 12,015,480	$ 32,793,650	$ 33,799,673	$ 12,177,983	$ 34,389,436
OTHER SOURCES (TRANSFERS IN):					
Gas Tax Funds	$ 320,782	$ 596,701	$ 657,888	$ 298,011	$ 678,219
Traffic Safety Fund	25,314	88,844	120,000	35,732	100,000
Lighting District Fund	74,980	167,181	207,650	81,446	207,650
Cable Television Franchise Fund		268	8,000	-	8,000
Pandemic Response Fund	52,693	461,173	290,000	-	-
Maintenance District Fund	4,693	9,091	11,622	4,435	9,500
Total Other Sources	$ 478,462	$ 1,323,258	$ 1,295,160	$ 419,624	$ 1,003,369
Total Revenues and Other Sources	$ 12,493,942	$ 34,116,908	$ 35,094,833	$ 12,597,607	$ 35,392,805
ONE-TIME ARPA REVENUES	$ -	$ -	$ 4,577,000	$ -	$ 11,717,000
Total Revenues, Sources and ARPA	$ 12,493,942	$ 34,116,908	$ 39,671,833	$ 12,597,607	$ 47,109,805

ACCOUNT	SIX MOS. ACTUAL 2020-21	2020-21 ACTUAL	**AMENDED 2021-22 BUDGET**	SIX MOS. ACTUAL 2021-22	**2021-22 PROJECTION**
EXPENDITURES					
Legislative	$ 315,261	$ 681,094	$ 866,021	$ 331,162	$ 840,000
Administration	677,918	1,609,010	2,181,652	719,944	2,111,652
Finance & Administrative Services	1,007,834	2,051,119	2,119,287	993,286	1,999,287
Police	8,499,295	17,134,957	19,989,147	8,541,095	18,620,000
Planning and Development	504,461	1,075,008	1,531,737	481,548	1,700,000
Public Works					
Building & Safety	34,156	737,927	771,476	226,549	900,000
Engineering	661,042	1,547,425	1,725,593	714,893	1,600,000
Maintenance	1,865,015	3,805,800	4,644,238	1,854,510	4,250,000
Total Operating Expenditures	$ 13,564,982	$ 28,642,340	$ 33,829,151	$ 13,862,987	$ 32,020,939
OTHER USES:					
COVID-19 Assistance-PY Surplus	$ -	$ 950,191	$ 949,809	$ 274,087	$ 949,809
Transfers for Current Year Expenditures:					
Storm Drain Operations	250,000	250,000	250,000	250,000	250,000
Capital Projects	725,000	725,000	1,300,000	1,300,000	1,300,000
Capital Outlay	-	13,564	121,842	-	121,842
General Fund Grants	-	2,905	7,975	-	7,975
Technology Investment- ARPA Savings	-	-	-	-	27,000
Sub Total	$ 975,000	$ 991,469	$ 1,679,817	$ 1,550,000	$ 1,706,817
Transfers for Future Year Expenditures:					
Infrastructure/Facilities -CY Budget	$ 825,000	$ 1,175,000	$ 250,000	$ 250,000	$ 250,000
Infrastructure/Facilities -ARPA Savings	-	-	-	-	1,200,000
Emp Benefits (Pension) - ARPA Savings	-	-	-	-	1,200,000
Infrastructure/Facilities -PY Revenues/Savings	-	150,000	-	-	3,300,000
Emp Benefits (Pension) - PY Revenues/Svgs	-	150,000	-	-	3,300,000
Sub Total	$ 825,000	$ 1,475,000	$ 250,000	$ 250,000	$ 9,250,000
Total Transfers	$ 1,800,000	$ 2,466,469	$ 1,929,817	$ 1,800,000	$ 10,956,817
Total Other Uses	$ 1,800,000	$ 3,416,660	$ 2,879,626	$ 2,074,087	$ 11,906,626
Total Expenditures and Other Uses	$ 15,364,982	$ 32,059,000	$ 36,708,777	$ 15,937,074	$ 43,927,565
Net Sources Over Uses	**$ (2,871,040)**	**$ 2,057,908**	**$ 2,963,056**	**$ (3,339,467)**	**$ 3,182,240**

Includes City General Fund only; does not include General Fund -Grants or General Fund -Storm Drain Operating Activities

EXHIBIT THREE

CITY OF CYPRESS
FY 2021-22
SUMMARY OF FUND BALANCE - GENERAL FUND

	Actual Balance 6/30/2021	Projected Balance 6/30/2022
FUND BALANCE:		
Nonspendable		
Prepaid Expenditures	$ 79,380	$ -
Advances to Other Funds	226,304	164,304
Total Restricted	305,684	164,304
Restricted		
For Community Promotion per Development Agreements	$ 28,944	$ 28,944
Total Restricted	$ 28,944	$ 28,944
Committed		
Council Approved Stabilization Agreement (25% Contingency)	$ 8,277,669	$ 8,525,999
Total Committed	$ 8,277,669	$ 8,525,999
Assigned		
Continuing Appropriations	$ 1,548,581	$ -
Pre-funding Accumulations (Resulting From Operations)		
Future Infrastructure Needs	2,541,674	1,000,000
Pension/OPEB Trust Investment (Employee Benefits Liabilities)	2,000,000	1,000,000
Capital Projects (Annual Transfer for Current Year Projects)	250,000	250,000
Capital Projects (Annual Transfer for Storm Drainage Projects)	250,000	250,000
Capital Projects (Minimum Annual Transfer)	1,050,000	1,050,000
Storm Drainage Fund (Annual Transfer for Storm Drainage Maintenance)	250,000	250,000
One-Time Budget Savings from ARPA Revenue Recognition	-	9,290,000
Budget Stabilization Reserve	4,100,000	2,000,000
Business Relocation Stabilization	2,500,000	2,500,000
Total Assigned	$ 14,490,255	$ 17,590,000
Unassigned (Available for Operating Contingencies)	$ 1,060,000	$ 1,035,545
TOTAL FUND BALANCE	$ 24,162,552	$ 27,344,792

EXHIBIT FOUR

CITY OF CYPRESS
FY 2021-22 MID YEAR BUDGET REVIEW
STATUS OF CAPITAL PROJECTS

	Original FY 2021-22 Budget	Carryover/New Appropriations	Total Budget	Expenditures or Encumbered (six months)	Percent
CIP Fund					
Residential Street Resurfacing	$ 1,624,000	$ -	$ 1,624,000	$ 17,870	1.10%
Myra Avenue Pump Station No. 1	75,000	-	75,000	5,734	7.65%
Concrete/Sidewalk Rehabilitation	400,000	180,002	580,002	189,142	32.61%
Katella Avenue Median Restoration	-	624,015	624,015	624,015	100.00%
Street Tree Planting	100,000	-	100,000	263	0.26%
City Hall East Wing Carpeting/Blinds	250,000	-	250,000	-	0.00%
Civic Center Energy Study	-	70,000	70,000	14,794	21.13%
Civic Center Security Enhancements	110,000	189,975	299,975	4,975	1.66%
Police Department Modernization	-	2,896,556	2,896,556	3,251,339	112.25%
Police Department Vehicle Access Gate	-	57,400	57,400	-	0.00%
Maintenance Yard Restroom/Locker Remodel	-	90,155	90,155	87,655	97.23%
Civic Center HVAC Rehabilitation	1,250,000	-	1,250,000	20,459	1.64%
City Hall East Wing Workstation Replacement	-	75,000	75,000	-	0.00%
Police Department Modernization - HVAC	-	381,310	381,310	381,310	100.00%
Total CIP Fund	$ 3,809,000	$ 4,564,413	$ 8,373,413	$ 4,597,556	54.91%
Streets Funds					
Update Pavement Management Program	$ -	$ 4,300	$ 4,300	$ 10,271	238.86%
Arterial Street Rehabilition FY 21-22	1,200,000	-	1,200,000	871,306	72.61%
Arterial Street Rehabilition FY 20-21	-	-	-	1,977	#DIV/0!
Street Widening Design - Lexington Park	-	6,697	6,697	1,475	22.02%
Street Widening Construction - Lexington Park	-	829,575	829,575	601,514	72.51%
Signal Improvements - Lexington Park	-	2,436	2,436	3,604	147.95%
Traffic Camera Infrastructure Upgrade	100,000	79,777	179,777	162,497	90.39%
Total Streets	$ 1,300,000	$ 922,785	$ 2,222,785	$ 1,652,644	74.35%
Sewer Fund					
Sewer System Evaluation	$ 175,000	$ 17,578	$ 192,578	$ 157,921	82.00%
Sewer System Improvements	150,000	-	150,000	-	0.00%
Sewer Lateral Replacement - Police Dept	300,000	-	300,000	65,028	21.68%
	$ 625,000	$ 17,578	$ 642,578	$ 222,949	34.70%
Lighting District Fund					
Traffic Signal Timing	$ -	$ 243,600	$ 243,600	$ 11,109	4.56%
Traffic Signal Pre-Emption Devices	200,000	$ -	$ 200,000	20,000	10.00%
Traffic Signal Software/Components Upgrade	300,000	-	300,000	20,000	6.67%
Illuminated Street Name Sign Upgrades	110,000	92,236	202,236	181,236	89.62%
	$ 610,000	$ 335,836	$ 945,836	$ 232,345	24.57%
Total	**$ 6,344,000**	**$ 5,840,612**	**$ 12,184,612**	**$ 6,705,494**	**55.03%**

EXHIBIT FIVE

CYPRESS RECREATION AND PARK DISTRICT
FY 2021-22 MID-YEAR BUDGET REVIEW
GENERAL FUND

ACCOUNT	2020-21 SIX MOS. ACTUAL	2020-21 ACTUAL	AMENDED 2021-22 BUDGET	2021-22 SIX MOS. ACTUAL	**2021-22 PROJECTION**
REVENUES/SOURCES:					
Property Taxes	$ 2,680,045	$ 5,112,668	$ 5,148,000	$ 2,737,716	$ 5,205,000
Residual Tax Increment/Pass Thrus	460,979	845,781	1,044,000	526,012	900,000
Interest and Rent	38,279	98,549	369,910	42,037	185,000
Homeowners Tax Relief	3,476	23,172	24,000	3,432	22,882
Grants	19,994	9,128	48,000	33,246	35,000
User Fees	69,518	374,372	862,255	208,766	575,000
Miscellaneous	1,172	3,938	-	707	1,000
Total Revenues	3,273,463	6,467,608	7,496,165	3,551,916	6,923,882
Loan from City for Lexington Park	-	5,421,299	7,855,305	4,729,980	7,381,714
Loan from City for AC Park	-	-	1,275,000	-	1,275,000
Open Space- Transfer In*	-	361,978	-	-	5,212,325
Total Other Sources	-	5,783,277	9,130,305	4,729,980	13,869,039
Total Revenues/Sources	$ 3,273,463	$ 12,250,885	$ 15,351,470	$ 8,281,896	$ 19,517,921
EXPENDITURES/USES:					
Recreation	$ 1,938,446	$ 4,170,439	$ 5,648,651	$ 1,962,325	$ 4,650,000
Capital Outlay	-	99,148	105,718	1,801	105,718
Capital Projects	530,359	6,905,488	11,605,372	5,034,975	11,080,372
Transfer Out - Employee Benefits	150,000	150,000	150,000	150,000	150,000
Loan Repayment - Lexington Park*	-	-	-	-	5,212,325
Loan Repayment to City - Other	460,979	845,780	1,044,000	526,012	900,000
Total Expenditures	$ 3,079,784	$ 12,170,855	$ 18,553,741	$ 7,675,113	$ 22,098,415
Net Sources Over Uses	**$ 193,679**	**$ 80,030**	**$ (3,202,271)**	**$ 606,783**	**$ (2,580,494)**

EXHIBIT SIX

CYPRESS RECREATION AND PARK DISTRICT
SUMMARY OF FUND BALANCE
FY 2021-22

	Actual Balance 6/30/2021	Projected Balance 6/30/2022
General Fund		
Fund Balance		
Nonspendable - Prepaid/Inventory Items	$ 34,000	$ -
Restricted - Youth League Renovations	84,632	57,632
Restricted - Senior Center Capital Campaign	30,077	30,077
Restricted - CRPD Foundation Assets	1,002	9,502
Committed - Contracts Awarded (Capital Projects)	484,680	-
Assigned - Cash Flow	2,000,000	2,000,000
Assigned - Contingency	1,000,000	1,000,000
Assigned - Infrastructure/ Amenties	5,800,000	3,800,000
Assigned - Infrastructure/ Amenties (City Contribution)	2,200,000	2,200,000
Assigned - OCERS Retirement (unfunded)	150,000	150,000
Assigned - Art in Public Places	5,928	5,928
Unassigned	244,394	210,582
Total Fund Balance	$ 12,034,713	$ 9,463,721
Park Development Fund		
Restricted - Open Space	$ 152,529	$ -
Total Fund Balance	$ 152,529	$ -

FISCAL STRATEGIES OVERVIEW

Purpose of Fiscal Strategies

Primary among the responsibilities the City of Cypress has to its citizens is the care of public funds and wise management of its assets while providing for the adequate funding of the services desired by the public and the maintenance of public facilities. Financial management strategies, designed to ensure the fiscal stability of the City, have been implemented to provide guidance for the development and administration of the annual operating and capital budgets.

Fiscal Strategies

1. The Budget will be balanced and focus on long-term sustainability
2. Reserves and fund balances will be maintained prudently
3. Available resources and the Strategic Plan will determine service levels
4. Continue to invest in the maintenance of facilities and infrastructure
5. Financial decisions will be transparent to the public

These strategies are a foundation for protecting and assessing Cypress' financial well-being. They do not provide specific solutions to arising financial challenges; rather they represent an approach to navigating important and difficult decisions necessary to address Cypress' changing cost structure and ever more scarce resources.

The strategies are comprised of policies (formal actions previously taken by the City Council) and practices (actions management and City Council undertake to promote and protect financial resiliency).

Strategy Objectives

- Ensure Cypress provides necessary services to the community and remains financially resilient
- Allow time to affect change and adapt to financial challenges
- Enhance transparency and encourage community involvement
- Create methods to analyze the costs and benefits of services over the long-term
- Help the City Council, City Management, the community, and employee associations balance competing demands for scarce resources

Reflecting the city's limited ability to control revenues, the objectives focus on service levels, efficiencies, expenditures control, and performance measure-based evaluation of programs and services.

FISCAL STRATEGIES

1. The Budget will be balanced and focus on long-term sustainability

Policies

1.1. The Budget presented to City Council will be balanced (current year revenues fund current year operating expenses)

Practices

1.2. Reserves (excluding amounts accumulated for capital projects or capital outlay) will only be used to address extraordinary, short-term circumstances

1.3. The Budget will include a Five-Year Financial Projection

1.4. Ongoing operations will be funded with ongoing revenues

1.5. Expenditure growth will be limited to essential/necessary increases

1.6. Fees will be evaluated annually to identify the full cost of providing services

1.7. New programs/services must be revenue neutral, resulting in no impact to fund balance in the General Fund

1.8. Performance measures will be presented in the Budget and used to evaluate the effectiveness of programs and services

1.9. “Mini-financial statements” will identify the net costs of revenue generating programs and services

1.10. Pension trust investments will be reviewed annually to determine if adjustments to the investments or deposits/ withdrawals are warranted

2. Reserves and fund balances will be maintained prudently

Policies

2.1. The City will maintain the following contingency reserves:

- Reserve for Economic Uncertainty. Equal to 25% of General Fund expenditures, the reserve stabilizes City services should General Fund revenues decrease by greater than 10% or estimated General Fund expenditures increase by more than 10% and when the City Council determines the City's ability to provide basic service to the community is threatened
- Reserve for Emergency/Disaster Recovery. Equal to 30% of General Fund expenditures, the reserve pays for capital needs in response to an emergency or natural disaster and provides resources to begin recovery prior to FEMA assistance or insurance proceeds become available

2.2. The City will maintain fully funded replacement accounts for capital including: equipment, vehicles, and technology

2.3. The City will maintain fully funded internal service funds for: workers' compensation and general liability insurance; employee benefits; and central services (the ongoing maintenance of equipment, vehicles and facilities and print shop and information technology operations)

2.4. The City will conform to the Governmental Accounting Standards Board Fund Balance Policy Statement 54 which defines fund balance categories and creates the authority necessary to establish them

Practices

2.5. Maintain a $2.5 million Stabilization Reserve designed to provide a period of adjustment should a major tax generating business relocate or cease operations or at the City Council's discretion in response to other economic shocks

2.6. Maintain a $2.0 million Budget Stabilization Reserve which can be used in the short-term to assist with budget shortfalls due to forecasted financial challenges

2.7. Fiscal year end General Fund savings or unappropriated revenues will be:

1. Used to replenish any reserves used to fund operations during the fiscal year
2. Transferred to internal service funds to address unfunded liabilities
3. Transferred for future facility and infrastructure projects

2.8. The General Fund will maintain an unassigned fund balance sufficient to account for unforeseen revenue shortfalls or unanticipated expenditures that may arise during the fiscal year

2.9. The City will identify its long-term liabilities and obligations and develop policies to address them

3. Available resources and the Strategic Plan will determine service levels

Policies

3.1. The City Council will conduct Strategic Plan workshops at least twice a year

3.2. Programs, services, and staffing will be evaluated annually as part of the Budget process

3.3. Employee compensation will be competitive and sufficient to attract, motivate and retain high-quality employees committed to Cypress' success

Practices

3.4. The Budget will recommend programs, services and staffing using the following criteria:

- Is it necessary for public health or safety?
- Is it mandated by the State or Federal government?
- Does it accomplish a Strategic Plan goal or objective?
- Does it result in operating savings (or additional costs) in the future?
- Is significant outside/restricted funding available?
- Does it promote economic development?

3.5. Employees and employee associations are important partners and the City will engage them in the Budget process

3.6. The city will complete development of, and annually update, a Succession Plan

3.7. All staffing vacancies will be evaluated through the Succession Plan prior to a decision to fill the position

4. Continue to invest in the maintenance of facilities and infrastructure

Policies

4.1. Accumulated facility and infrastructure funding will be allocated through the Seven-Year Capital Improvement Program (CIP)

4.2. The General Fund will make minimum annual contributions of $1.8 million for Capital Improvements. Included in the $1.8 million will be contributions for facility and infrastructure improvements as follows:

Storm drain improvements and operations	$500,000
Facility improvements	$250,000

Additionally, $1,050,000 will be transferred from the General Fund for either current year or future expenditures depending on availability of restricted revenues for transportation purposes and the ability to meet associated Maintenance of Effort (MOE) requirements.

Practices

4.3. Facilities and infrastructure will be maintained to extend their useful life

4.4. The infrastructure reserve will maintain a balance sufficient to construct at least 115% of the projects included in the Seven-Year CIP funded by the General Fund

4.5. When practical, capital projects should be financed on a pay-as-you-go basis without issuing debt

4.6. Capital projects will prioritize the use of restricted funds (those other than the General Fund) and seek outside funding

4.7. The CIP will be guided by existing infrastructure system master plans

4.8. Options for ongoing revenue sources to support Recreation and Park District facilities and infrastructure improvements will be identified

4.9. Long-term facility and infrastructure needs beyond the Seven-Year CIP will be identified

5. Financial decisions will be transparent to the public

Policies

5.1. The Budget, CIP, audit/Comprehensive Annual Financial Report, and financial policies will be considered by the City Council annually and available on the City's website

Practices

5.2. The City Council will review the City's finances at its regular meetings:

January	Fiscal year end, audit, and Comprehensive Annual Financial Report presentation
February	Mid-year Budget review
February/March	Reserves update and pension trust review
May/June	Budget presentation and adoption

5.3. Financial information will be easily accessible on the City's website

5.4. Employee compensation information will be available on the City's website

5.5. The City Council will receive monthly financial reports

5.6. The City Council will receive and file investment reports and warrants, transfers, and wires reports at its regular meetings

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **6.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 02/14/2022

SUBJECT: **Adopt the FY 2022-23 Budget Calendar**

RECOMMENDATION

Adopt the Fiscal Year 2022-23 budget calendar.

DISCUSSION

The City Council is required to adopt a budget for both the City and the Recreation and Park District prior to July 1 of each year. The process of creating and adopting the budget involves all departments and encompasses nearly six months from start to finish. Ongoing budget monitoring, year-end audits and preparing financial statements make budget-related matters a year-round cycle. The annual budget calendar provides a schedule of events and target dates to ensure the City Council adopts the budget before the start of the fiscal year.

The recommended budget calendar is a transparent document informing all parties involved in the budget process of the upcoming schedule. In addition to establishing when the City Council will discuss budget matters, the calendar provides a timeline and overview of the major tasks involved with the creation, monitoring and reporting of the budget.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

FY 2022-23 Budget Calendar

CITY OF CYPRESS
BUDGET CALENDAR
FISCAL YEAR 2022-23

January 2022

- *Comprehensive Annual Financial Report (CAFR) and other audit reports for the Fiscal Year Ended June 30, 2021 presented to the City Council.*
- FY 2021-22 Mid-Year Budget update begins, including revenue and expenditure projections.
- Staff prepares Budget Calendar and Annual Budget process begins.

Monday, February 14, 2022

- *FY 2021-22 Mid-Year Budget Review presented to the City Council.*
- *FY 2022-23 Budget Calendar presented to the City Council.*

Monday, February 28, 2022

- *FY 2021-22 CIP Update presented to the City Council.*

Monday, March 28, 2022

- *City Council Workshop providing Overview and Review of: City Reserves, Pension Liabilities and Pension Trust Investments, City Council's Fiscal Strategies for Ensuring Short-Term and Long-Term Fiscal Health.*

March and April 2022

- City Manager meets with Departments to review budget requests and performance measures.
- Proposed budget compiled.

Thursday, May 5, 2022

- Proposed budget and Decision Packages submitted to City Council prior to workshop.

Monday, May 9, 2022

- *City Council workshop on FY 2022-23 proposed budget, including introduction of Seven Year Capital Improvement Program. (Additional meetings/workshops with the City Council can be scheduled if desired)*

Monday, May 23, 2022

- *City Council considers Technology Master Plan for FY 2022-23 through FY 2026-27.*

Monday, June 13, 2022

- *City Council considers FY 2022-23 City and Park District Budgets incorporating any City Council changes directed at budget workshops.*
- *City Council considers Seven Year Capital Improvement Program.*

Friday, July 1, 2022

- Start of New Fiscal Year.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Peter Grant, City Manager

DATE: 02/14/2022

SUBJECT: **Adopt the 2022 State and Federal Legislative Platform**

RECOMMENDATION

Adopt the 2022 State and Federal Legislative Platform.

DISCUSSION

The Legislative Platform is a tool to protect and promote the City's interests on priority issues, legislative, and regulatory matters that may impact Cypress. Maintaining a legislative platform allows for timely response to legislative and regulatory issues important to the City. It is a useful tool to monitor pending legislation and determine if action is warranted. Action may include letters from the Mayor consistent with the adopted platform, as well as conversations with legislators and their staff. Before taking any action or recommending a letter for the Mayor's signature, legislative proposals are evaluated with department input, legislative advocate analysis, legal input, and City Manager guidance. New or complex policy proposals may lead to additional City Council direction as appropriate.

The legislative platform contains policy guidelines that provide broad guidance when evaluating legislation that may impact local control, fiscal stability, and the City's opportunity to compete for grants and funding programs. Additionally, the platform defines the City's legislative priorities to provide the foundation for advocacy efforts at the federal, state, and local levels. The legislative priorities articulate City Council policy direction and are presented in alignment with the League of California Cities.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

2022 Legislative Platform

CITY OF CYPRESS
2022 STATE AND FEDERAL LEGISLATIVE PLATFORM

The Legislative Platform is a tool to protect and promote the City's interests on priority issues, legislative and regulatory matters that may impact Cypress. The Legislative Platform defines the City Council's policy guidelines and legislative priorities to provide the foundation for advocacy efforts at the federal, state, and local levels. Maintaining a legislative platform allows for timely response to legislative and regulatory issues important to the City, including letters from the Mayor or City Manager to the Legislature and/or Congress consistent with the Platform. The Legislative Platform also summarizes the City Council's positions on priority issues without precluding the consideration of additional legislative and budget issues that arise during the year.

POLICY GUIDELINES

I. PRESERVE LOCAL CONTROL

Preserve and protect the City's charter powers, duties and the ability to enact legislation and policy direction concerning local affairs, and oppose legislation that preempts local authority. Local agencies should preserve and enhance authority and accountability for revenues raised and services provided.

II. PROMOTE FISCAL STABILITY

Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve the City's revenue base and local control over local government budgeting, recognizing that economic cost is a determinate in considering the merits and/or impacts of any proposed legislation or regulation. Oppose measures that make cities more dependent on the County, State or Federal Governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits. Oppose measures that shift local funds to the County, State or Federal Governments, without offsetting benefits.

III. SUPPORT FUNDING OPPORTUNITIES

Support opportunities that allow the City to compete for its fair share of regional, state and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities could also include dedicated funding streams at the regional, state and federal levels that allow the City to maximize local revenues, offset and leverage capital expenditures, and maintain City standards and goals.

LEGISLATIVE PRIORITIES

Community Services

- Support funding, measures, and legislation that provide for constructing, rehabilitating and maintaining public facilities, parks and open space.

- Oppose state legislation that might limit local government's ability to collect or allocate park in-lieu fees in Cypress.

- Support legislation and grants that facilitate the provision of recreational activities for all segments of the population.

Environmental Quality

- Oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.

- Support measures that expand markets for recyclable materials and maintain local authority and flexibility to regulate solid waste and recyclables.

- Oppose waste and resource recovery measures imposing state-mandated costs when there is no guarantee of local cost recovery or offsetting benefit.

- Support legislation that establishes funding opportunities that provide for compliance with environmental regulations.

Governance, Transparency and Labor Relations

- Monitor mandates in connection with proposed administrative or legislative action that would modify the governing responsibilities and authority of City Councils.

- Support legislation that modernizes requirements for publication of legal notices to allow for electronic posting.

- Support measures to achieve and maintain fair and proportionate representation on countywide and regional boards.

- Oppose measures that reduce local control or create additional financial burden related to employee relations and collective bargaining issues that can be negotiated at the bargaining table.

- Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.

Housing, Community and Economic Development

- Support legislation that strengthens local control and decision making on land use and zoning matters.

- Oppose legislation that erodes the ability of cities to condition and deny projects that inadequately mitigate impacts to the community.

- Support reforms and improvements to housing element law to provide clear processes and flexibility to allow regional cooperation and establish realistic housing goals and performance standards.

- Support economic development initiatives that preserve and enhance a positive business climate and maintains and grows the business tax base.

- Support legislation that provides tangible and productive tools and investment to support job creation, job retention and local business COVID-19 pandemic recovery.

- Support legislation that provides funding and resources to provide affordable, transitional, supported, and emergency housing to seniors and people with special needs and to prevent homelessness and assist individuals experiencing homelessness.

Public Safety

- Support legislative efforts to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services and disaster preparedness.

- Support legislation and seek funding to assist local law enforcement to reduce crimes related to illicit drugs, burglary, and assault, including domestic violence, and sobriety and driver license checkpoints.

- Support measures that protect children and youth from tobacco, alcohol and drug use and related products, and that support related prevention and intervention programs.

- Support legislation to deter drivers from operating motor vehicles while under the influence of alcohol and drugs.

- Support measures that provide frontline funding for police services associated with the "early release" of state prisoners resulting from State-mandated criminal justice realignment provisions.

- Support increased funding for disaster preparedness, prevention, recovery and responses for all hazard threats.

- Support legislation that strengthens cities' authority to regulate business that serve as fronts for illegal conduct such as human trafficking, prostitution, etc.

Revenue and Taxation

- Oppose legislation that would increase the City's dependence on the State for financial stability and policy direction.

- Support the preservation and enhancement of the City's ability to generate and retain sales and use tax revenue, and local point-of-sale revenue allocations.

- Oppose legislation to alter the manner by which transient occupancy taxes are calculated and collected.

Transportation, Communications and Public Works

- Support and pursue funding that specifically benefits Cypress' transportation and public works projects.

- Support protection of dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities.

- Support efforts to maintain cities ability to retain existing fees on telecommunications services for public, educational and governmental channels.

- Oppose efforts to restrict cities' authority to zone and plan for the deployment of telecommunications infrastructure.

- Support cities' ability to maintain and manage the public right-of-way and receive compensation for its use.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Douglas Dancs, Director of Public Works

DATE: 02/14/2022

SUBJECT: Adopt a Resolution Authorizing Execution of Caltrans Local Assistance Documents Associated with State and Federal Grant Funds

RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to execute Caltrans Local Assistance documents associated with State and Federal grant-funded projects.

DISCUSSION

Caltrans, the state's transportation department, administers federal grant funds for local agencies. Cypress has received federal grant funds in the past and expects to receive grant funds through the Pavement Management Relief Funding Program and other infrastructure funding in the near future. To receive federal funds, Public Works must complete and submit a variety of documents to the Caltrans Local Assistance Division.

The Caltrans Local Assistance Procedures Manual recommends the local agency designate a full-time staff member with authority to execute documents pertaining to state or federally funded projects. Providing this authority reduces delays in submitting needed paperwork in a timely manner. The proposed resolution grants authorization to the Director of Public Works to execute project-related documents. City Council approval will still be required for initial grant applications, contracts, approvals, and policy decisions related to grant-funded projects.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS AUTHORIZING THE DIRECTOR OF PUBLIC WORKS, CITY ENGINEER, OR DESIGNEE TO APPROVE AND EXECUTE CALTRANS LOCAL ASSISTANCE DOCUMENTS ASSOCIATED WITH STATE AND FEDERAL GRANT FUNDING

WHEREAS, the City of Cypress ("City") is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation (Caltrans); and

WHEREAS, Master Agreements, Program Supplemental Agreements, Cooperative Agreements, Right-of-Way Certifications, Fund Exchange Agreements, and/or Project Certifications need to be executed with Caltrans before such funds can be claimed; and

WHEREAS, the City wishes to delegate authorization to execute these agreements, certifications, and any amendments thereto, to the Director of Public Works, City Engineer, or designee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress does hereby delegate the authority to execute all Master Agreements, Program Supplemental Agreements, Cooperative Agreements, Right-of-Way Certifications, Fund Exchange Agreements, and/or Project Certifications, and any amendments thereto, with Caltrans to the Director of Public Works, City Engineer, or designee.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 14th day of February, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OFTHE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 14th day of February, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Douglas Dancs, Director of Public Works

DATE: 02/14/2022

SUBJECT: **Adopt a Resolution Updating the Signature Authority for CalRecycle Payment Programs**

RECOMMENDATION

Adopt a Resolution updating signature authority from the Community Development Director to the Public Works Director for CalRecycle Payment Programs and related authorizations.

DISCUSSION

In 2016, City Council approved a Resolution to streamline applying for grant funding from the Department of Resources Recycling and Recovery (CalRecycle) designating the Community Development Director as the signature authority. The proposed Resolution changes the designated signature authority to the Public Works Director to align with the 2020 creation of separate Public Works and Community Development departments. Recurring grants include the Beverage Container Payment Program, the Used Oil Payment Program, as well as one-time local assistance programs.

BUDGET IMPACT

None. The City is eligible to receive approximately $12,000 annually from the CalRecycle Beverage Container Payment Program.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

2016 Resolution

Resolution Adoption Agenda Report - April 25, 2016

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS AUTHORIZING SUBMITTAL OF AN APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

THE CITY COUNCIL OF THE CITY OF CYPRESS HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS THAT:

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1 (g). CalRecycle has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, the City of Cypress is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Public Works Director or designee are hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 14th day of February, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OFTHE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 14th day of February, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO. 6559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS AUTHORIZING SUBMITTAL OF AN APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

THE CITY COUNCIL OF THE CITY OF CYPRESS HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS THAT:

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g). CalRecycle has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Cypress is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FUTHER RESOLVED that the Community Development Director is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FUTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

PASSED AND ADOPTED by the City Council of the City of Cypress, at a regular meeting held on the 25th day of April, 2016.

Maureen Yarc
MAYOR OF THE CITY OF CYPRESS

ATTEST:

Denise Basham
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, DENISE BASHAM, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 25th day of April, 2016, by the following roll call vote:

AYES:	5	COUNCIL MEMBERS:	Berry, Johnson, Peat, Morales and Yarc
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

Denise Basham
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS
AGENDA REPORT

Item # 8

TO: Peter Grant, City Manager
FROM: Douglas A. Dancs, P.E., Director of Community Development
MEETING OF: April 25, 2016
SUBJECT: Adopt a Resolution to Submit Applications for CalRecycle Payment Programs

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution to authorize:

1. The submittal of applications to CalRecycle for eligible Payment Program opportunities until rescinded, and

2. The Community Development Director to execute all necessary applications, contracts, payment requests, agreements and amendments for the purpose of securing CalRecycle Payment Program funding.

BACKGROUND

The Department of Resources Recycling and Recovery (CalRecycle) established various payment programs for qualifying jurisdictions to encourage resource recovery. These programs include the Beverage Container Payment Program and the Used Oil Payment Program.

DISCUSSION

Since 1999, the City has been receiving Beverage Container Payment Program funds. In FY 2015-16, CalRecycle will distribute $10.5 million to eligible cities and counties specifically for beverage container recycling and litter cleanup activities. Revenue from this Payment Program varies annually, between $5,000 and $25,000, depending on how many jurisdictions apply for funds.

CalRecycle established new procedures governing the administration of their payment programs. Beginning with the FY 2015-16 funding cycle, all jurisdictions are required to provide a resolution authorizing participation.

FISCAL IMPACT

The City receives an average of $12,000 annually from the CalRecycle Beverage Container Payment Program.

LEGAL REVIEW

No legal review is required for this item.

By: Anna Sanchez Management Analyst	Peter Grant City Manager

Attachment: Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS AUTHORIZING SUBMITTAL OF AN APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

THE CITY COUNCIL OF THE CITY OF CYPRESS HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS THAT:

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g). CalRecycle has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Cypress is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FUTHER RESOLVED that the Community Development Director is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FUTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 25th day of April, 2016.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, Denise Basham, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 25th day of April, 2016, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Douglas Dancs, Director of Public Works

DATE: 02/14/2022

SUBJECT: **Adopt a Resolution and Authorize Letters in Support of Federal Per- and Polyfluoroalkyl Substances Legislation that Protects Water/Wastewater Agencies**

RECOMMENDATION

Adopt a Resolution and authorize letters in support of Federal per- and polyfluoroalkyl substances legislation that protects water/wastewater agencies.

DISCUSSION

The Orange County Water District and Orange County Sanitation District are seeking support for their legislative platform regarding Per- and Polyfluoroalkyl Substances (PFAS) which is a large group of synthetic fluorinated organic chemicals. Congress is considering legislation to list this compound as a toxic substance under the Comprehensive Environmental Response, Compensation and Liability Act (CERLA also known as Superfund).

While the legislation exempts other entities such as airports from the extensive liability elements of CERCLA, it does not exempt water and wastewater agencies that have no responsibility for the presence of these chemicals. See the attached information sheet for more details on how it protects these agencies and their ratepayers.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

PFAS Information

Resolution
Letter of Support - U.S. Senators
Letter of Support - U.S. House of Representatives

DISCUSSION

PFAS Background

Per- and polyfluoroalkyl substances, which includes Perfluorooctanoic acid (PFOA) and Perfluorooctane Sulfonate (PFOS), are a large group of synthetic fluorinated organic chemicals used in many industries since the 1940s. Deemed the "Forever Chemical," the unique chemical structure of PFAS make them exceptional surface-active agents for municipal, consumer and industrial products, with over thousands of compounds produced globally.

PFAS is essentially any product that is non-stick or water resistant. An example would be certain cooking pans, cleaning products and other similar products. The chemical properties of PFAS make them highly soluble, mobile and difficult to remove through chemical and biological processes employed in conventional water and wastewater treatment. Based on these properties, PFAS have been detected around the globe in groundwater and drinking water sources. Citizens across the country have had exposure to PFAS due to its discharge into our water systems by the manufacturers or through the use of PFAS containing products. Continued exposure to PFAS may result in adverse health effects according to the Environmental Protection Agency.

Current PFAS Mitigation

OCWD manages the Orange County Groundwater Basin that supplies 77% of the water supply to 2.5 million people in north and central Orange County. PFAS has been detected in this groundwater basin and OCWD is funding the cost (over 30 years) of over $1 Billion for the construction and operation of treatment facilities. Golden State Water Company which serves Cypress residents, has found PFAS in one of the wells that serves its West County system, however, that well was taken out of service in 2019.

Legislative Position Overview

Both the Orange County Water District and Orange County Sanitation District have developed a legislative platform related to PFAS treatment and water quality regulations which the City should consider supporting. The platform has three tenets: 1) exemption from CERCLA liability for water and wastewater agencies, 2) inclusion of the long-standing cost-benefit analysis in development of water regulations and 3) funding for PFAS treatment.

In 1980, "Superfund" or as it is less commonly known, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) provided the federal government with the authority and funding to address cleanup of toxic waste sites, and then pursue reimbursement of those costs by pursuing the pollutant manufacturers and the companies that caused the toxic waste site. CERCLA also gave citizens the right to sue "polluters" if the federal government didn't sue the polluters.

Under legislation currently being considered by Congress (HR 2467, The PFAS Action Act of 2021), Congress will direct the EPA to declare PFAS a toxic chemical within one year of the adoption of the Act. At that time, the Orange County Groundwater Basin, because it contains PFAS, would come under CERCLA jurisdiction and OCWD would be considered polluters; this would open them up to third party citizen lawsuits as the federal government would not sue local water and wastewater agencies. Under its current language, H.R. 2467 contains an exemption from this liability for airports – OCWD (and OCSan, because they will also be subject to citizen lawsuits) are asking that they also be exempted from liability. This request is based upon the fact that both OCWD and OCSD had no responsibility for the presence of PFAS in their systems. The attached draft resolution supports changing the language of the current legislation to include an exemption for local water and wastewater agencies.

There have been potential amendments in recent months to the Safe Drinking Water Act that delete the long-standing cost benefit analysis. Under existing law, the USEPA ensures that public health benefits of new drinking water standards are reasonably balanced with the compliance costs that water system ratepayers will ultimately incur. Eliminating this analysis would burden ratepayers of all income levels with substantial costs to comply with drinking water standards. As a result, the attached resolution supports the inclusion of cost-benefits analysis in the future water quality rulemaking process.

The final element of the legislative position supports Federal Government efforts to provide funding for PFAS remediation to water and wastewater agencies. Upon approval of the resolution, the City will send letters to various legislators requesting support for the platform.

FISCAL IMPACT

There is no fiscal impact with respect to approval of this specific resolution. There are potential cost increases or savings based on the individual elements of the legislative platform. Based upon existing pollution control laws, the City could face CERCLA liability for simply receiving and treating PFAS through its sewer system, which would significantly increase costs through third-party liability lawsuits. Additionally, should the cost-benefit analysis element of establishing water quality regulations be removed, the City could face significantly increased water and sewer costs that would be borne by City ratepayers. Finally, City water ratepayers, could benefit from potential Federal funding opportunities for PFAS treatment if PFAS is ever found in regulated quantities in the water supplied to residents by Golden State Water Company.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS SUPPORTING FEDERAL PFAS LEGISLATION THAT PROTECTS RATEPAYERS AND WATER/WASTEWATER AGENCIES

WHEREAS, PFAS are a group of chemicals developed by chemical manufacturers that would otherwise not exist naturally and despite playing no role in releasing PFAS into the environment, cities and water agencies must find ways to remove them from local water supplies; and

WHEREAS, PFAS have been detected in the Orange County Groundwater Basin, managed by Orange County Water District, and are estimated to cost Orange County communities more than $1 billion, over 30 years—a cost that will likely increase; and

WHEREAS, ratepayers are at risk from pending PFAS legislation and associated PFAS costs and water agencies and stakeholders must take action to inform members of Congress of these devastating impacts; and

WHEREAS, all PFAS-related legislation must exempt water and wastewater agencies from any liability for PFAS cleanup costs; and

WHEREAS, a water utility that complies with applicable and appropriate federal management and treatment standards must not be responsible for current and future costs associated with a PFAS cleanup; and

WHEREAS, given the potential for federal legislation, such as the PFAS Action Act of 2021 (H.R. 2467), to expose water agencies that simply receive and treat water supplies with across-the-board liability for PFAS-related cleanups when they have no responsibility for the presence of PFAS, an explicit exemption from Superfund clean-up liability must be made for water and wastewater agencies; and

WHEREAS, under existing law (Safe Drinking Water Act), the USEPA ensures that public health benefits of new drinking water standards are reasonably balanced with the compliance costs that water system ratepayers will ultimately incur and eliminating this analysis would burden ratepayers of all income levels with astronomical costs to comply with drinking water standards; and

WHEREAS, when setting drinking water standards for PFOA and PFOS, we advocate for the USEPA to use this longstanding methodology.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress hereby supports these federal PFAS policy principles to protect water/wastewater agencies and their ratepayers; and

FURTHERMORE, we call upon the Orange County Congressional Delegation and California Senatorial Delegation to cast votes implementing these public policy positions.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 14th day of February, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OFTHE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 14th day of February, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

cc: Orange County Water District

CITY of CYPRESS
5275 Orange Avenue, Cypress, California 90630
Phone 714-229-6700 www.cypressca.org

(DATE)

The Honorable Senator Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington D.C. 20510

The Honorable Senator Alex Padilla
United States Senate
112 Hart Senate Office Building
Washington D.C. 20510

Dear Senator Feinstein and Senator Padilla:

PFAS are a group of man-made chemicals created by chemical manufacturers and despite playing no role in releasing PFAS into the environment, cities and water agencies must find ways to remove them from local water supplies, find alternative water supply, and conduct expensive monitoring. PFAS have been detected in the Orange County Groundwater Basin, managed by Orange County Water District (OCWD), and are estimated to cost Orange County communities more than $1 billion, over 30 years—a cost that could increase. Complicating this cleanup burden, ratepayers are at additional risk from pending PFAS legislation that would effectively abandon the “polluter pays” principle and create a new separate drinking water standard setting process for PFAS chemicals.

I ask as you consider legislation to address PFAS and other contaminants of emerging concern, that you ensure such legislation provides an explicit exemption from liability for water and wastewater agencies related to PFAS cleanup costs. A water utility that complies with applicable and appropriate federal management and treatment standards must not be responsible for current and future costs associated with a PFAS cleanup. We are especially concerned that the House has approved the PFAS Action Act of 2021 (H.R. 2467). This bill creates liability for water agencies that simply receive and treat water supplies with across-the-board CERCLA liability for PFAS-related cleanups. This pending legislation provides an exemption for the nations’ airports, and it is vital that you secure an exemption to also include water and wastewater agencies. Water agencies have no responsibility for the presence of PFAS and the concept of imposing CERCLA liability is bad public policy.

Paulo Morales, Mayor
Anne Hertz-Mallari, Mayor Pro Tem **Frances Marquez, Ph.D.**, Council Member
Scott Minikus, Council Member **Jon E. Peat**, Council Member

Also, under existing law (Safe Drinking Water Act), the USEPA ensures that public health benefits of new drinking water standards are reasonably balanced with the compliance costs. We advocate for the USEPA to use this current methodology when setting drinking water standards for PFOA and PFOS. This is a longstanding method that has been used and its elimination would burden ratepayers of all income levels with higher costs.

I call upon California's Senators to cast votes implementing these public policy positions.

Sincerely,

Paulo M. Morales
Mayor

cc: Board President Steve Sheldon (ssheldon@ocwd.com)

CITY of CYPRESS
5275 Orange Avenue, Cypress, California 90630
Phone 714-229-6700 www.cypressca.org

(DATE)

The Honorable Congressman Correa
2301 Rayburn House Office Building
Washington, D.C. 20515

The Honorable Congresswoman Kim
1306 Longworth House Office Building
Washington, D.C. 20515

The Honorable Congressman Lowenthal
108 Cannon House Office Building
Washington, D.C. 20515

The Honorable Congresswoman Porter
1117 Longworth House Office Building
Washington, D.C. 20515

The Honorable Congresswoman Steel
1113 Longworth House Office Building
Washington, D.C. 20515

Dear Representatives Correa, Kim, Lowenthal, Porter, and Steel:

Orange County is a national leader in water recycling with the Groundwater Replenishment System, stormwater capture behind Prado Dam and most recently regarding extraction of PFAS from our drinking water. These landmark projects are environmentally superior and have saved Orange County ratepayers billions of dollars from not purchasing expensive, imported water.

It has come to my attention that the House-passed federal legislation, PFAS Action Act of 2021 (H.R. 2467), would result, if enacted, in exposing the Orange County Water District (OCWD) to CERCLA's liability standard as OCWD works to remove PFAS from drinking water. OCWD has no responsibility for the presence of PFAS and the concept of imposing CERCLA liability on water districts runs contrary to the "polluter pays" public policy. I respectfully request that you work in support of OCWD's efforts in garnering an exemption from CERCLA liability for water and wastewater agencies as they properly remove PFAS from drinking water as Congress continues to consider legislative responses to protect our drinking water supplies.

Additionally, under current law (Safe Drinking Water Act), the USEPA ensures that public health benefits of new drinking water standards are balanced with the compliance costs that water system ratepayers will ultimately incur. When setting drinking water standards for PFOA and PFOS, we advocate for the USEPA to use this longstanding methodology.

Paulo Morales, Mayor
Anne Hertz-Mallari, Mayor Pro Tem **Frances Marquez, Ph.D.**, Council Member
Scott Minikus, Council Member **Jon E. Peat**, Council Member

Sincerely,

Paulo M. Morales
Mayor

cc: Board President Steve Sheldon (ssheldon@ocwd.com)

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Alicia Velasco, Planning Director

DATE: 02/14/2022

SUBJECT: **Receive an Update on the Neighborhood Preservation Pilot Program**

RECOMMENDATION

Receive an update on the Neighborhood Preservation Pilot Program.

DISCUSSION

The City's code enforcement program protects property owner investment, promotes general health and welfare, and enhances Cypress' neighborhoods. Due to limited resources, the code enforcement program has been reactive (complaint-based) for many years. To supplement the complaint-based program, the City Council used $200,000 of one-time budget savings to create a proactive Neighborhood Preservation Pilot Program (NPP) and approved a contract with Willdan Engineering to support its operation.

In March 2021, the City Council approved program guidelines, code violation focus areas, and the target neighborhood. The neighborhood (generally bounded by Ball Rd., Cerritos Ave., Moody St. and Valley View St.) is the first to receive services under the NPP. The program's goal is to empower residents to voluntarily address code enforcement issues through neighborhood engagement and education.

Field Survey Results

A preliminary exterior field survey (from the public sidewalk) of 531 residences throughout the neighborhood is complete. The survey assessed the type and severity of code violations and found:

Violation	Cases
Cracked/Peeling Paint	23
Broken/Deteriorated Driveways/Walkways	2
Overgrown/Poor Landscaping	30
Parking on Front Lawn or Unpaved Surface	38
Inoperative Vehicle/Vehicle Repair	46
Exterior Accumulation of Debris/Household Items	16

Unpermitted Carport/Patios	3
TOTAL	**158**

Twenty-nine percent of the properties had violations which can easily be resolved with outreach and education. Forty-seven properties (nearly 10 percent) had trash containers stored in public view and will be alerted to the code requirements, but not included in NPP metrics. The high occurrence of this code violation may indicate a citywide issue that can be addressed using the City Council's Community Engagement Plan.

NPP Approach

The NPP will provide positive, supportive outreach and education to residents to encourage them to voluntarily address property violations. Most of the violations can be easily remedied and property owners may be unaware of the code requirements. The initial approach includes:

1. Residents will receive a letter explaining the NPP and providing an opportunity to remedy violations before an exterior inspection.
2. The letter will be accompanied by a color brochure explaining why property maintenance codes are important and provide information about the most common property maintenance violations and City codes.
3. A NPP webpage with resources and contact information.

There are approximately 1,800 homes in the target neighborhood. The program will begin at Valley View St. and move west in phases. Residents will receive the letter and brochure approximately two weeks prior to exterior inspections. Properties with violations will be provided information about the violation and options to correct it. The notice will also provide a re-inspection date and contact information for resources and questions.

Community meetings in the target neighborhood are an important component of the NPP and were originally planned prior to implementation. Due to the winter pandemic surge, the first community meeting is now anticipated in spring/summer and will celebrate early NPP/neighborhood successes.

As the City Council is aware, the NPP is an innovative pilot program. Neither Cypress nor another city in the region has attempted anything similar. Program metrics and data will be collected and used to improve the NPP, brief the City Council and consider the program's future.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Douglas Dancs, Director of Public Works

DATE: 02/14/2022

SUBJECT: **Accept the Maintenance Yard Restroom and Locker Room Rehabilitation, Project 273**

RECOMMENDATION

1. Accept the Maintenance Yard Restroom and Locker Room Rehabilitation, Project 273, in the amount of $80,334.19 and approve the final payment of $4,016.71 to MEP Construction Services; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

DISCUSSION

City Council awarded a contract to MEP Construction Services in September 2021 for the Maintenance Yard Restroom and Locker Room Rehabilitation. This project remodeled the existing space with new fixtures and finishes, plumbing upgrades, new flooring, energy-efficient lighting, and other miscellaneous work. Work began in November 2021 and was completed in January 2022.

Public Works will release the Labor and Materials Bond and the Faithful Performance Bond upon expiration of the required lien period.

BUDGET IMPACT

The original estimated cost of the project was $95,200 and the final actual costs are $87,879.19. Sufficient amounts are budgeted in the City's Capital Projects Fund for this project.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

PROJECT COST TABLE

Maintenance Yard Restroom and Locker Room Rehabilitation
Project 273

Item Description	Original Amount	Actual Expenditures	Difference
Design			
Design	$ 11,000.00	$ 7,545.00	$ 3,455.00
Design Contingency	$ 1,700.00	$ -	$ 1,700.00
Sub-total Design	$ 12,700.00	$ 7,545.00	$ 5,155.00
Construction			
Construction	$ 68,500.00	$ 68,500.00	$ -
Construction Contingency	$ 14,000.00	$ 11,834.19	$ 2,165.81
Sub-total Construction	$ 82,500.00	$ 80,334.19	$ 2,165.81
Total Project	**$ 95,200.00**	**$ 87,879.19**	**$ 7,320.81**

Note: Performed in-house inspections.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **13.**

FROM: Douglas Dancs, Director of Public Works

DATE: 02/14/2022

SUBJECT: **Accept the Senior Center Restroom Improvements, Project 284**

RECOMMENDATION

1. Accept the Senior Center Restroom Improvements, Project 284, in the amount of $213,412.36 and approve the final payment of $10,670.62 to OCLA Construction; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

DISCUSSION

City Council awarded a contract to OCLA Construction in June 2021 for the Senior Center Restroom Improvements. This project remodeled the existing space with new countertops, paint, wall and floor tiles, bathroom fixtures and amenities, accessibility improvements, energy efficient lighting, and other miscellaneous work. Work began in September 2021 and was completed in January 2022.

Public Works will release the Labor and Materials Bond and the Faithful Performance Bond upon expiration of the required lien period.

BUDGET IMPACT

The original estimated cost of the project was $264,400 and the final actual costs are $233,012.36. Sufficient amounts were included in the District's budget for this project.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

PROJECT COST TABLE

Senior Center Restroom Improvements
Project 284

Item Description	Original Amount	Actual Expenditures	Difference
Design			
Design	$ 19,600.00	$ 19,600.00	$ -
Design Contingency	$ 3,000.00	$ -	$ 3,000.00
Sub-total Design	$ 22,600.00	$ 19,600.00	$ 3,000.00
Construction			
Construction	$ 201,500.00	$ 201,500.00	$ -
Construction Contingency	40,300.00	11,912.36	28,387.64
Sub-total Construction	$ 241,800.00	$ 213,412.36	$ 28,387.64
Total Project	**$ 264,400.00**	**$ 233,012.36**	**$ 31,387.64**

Note: Performed in-house inspections.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **14.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 02/14/2022

SUBJECT: Approve an Agreement for the Salute to America Celebration Pyrotechnics

---

RECOMMENDATION

Approve a three-year agreement with Fireworks & Stage FX America, Inc. for pyrotechnics at the annual Salute to America Celebration not to exceed $75,000 ($25,000 annually), with an option for two one-year extensions.

DISCUSSION

The City has produced an Independence Day celebration for 34 years. In 2019, the celebration relocated to Cypress College and now features live entertainment, food trucks, vendor booths, family games, and fireworks. The fireworks show has been produced by Fireworks & Stage FX America since 1995.

A Request for Proposal (RFP) for a pyrotechnic display was issued in December 2021. The RFP was posted on the City's website and mailed to vendors who had submitted proposals in previous years. The proposal requested two options for an electronically fired choreographed pyrotechnic display at Cypress College.

- Option A – Minimum 20 minute display with a fallout zone of approximately 250 feet.
- Option B – Minimum 16 minute display with a fallout zone of approximately 250 feet.

RCS received two responses which were reviewed for completeness, experience with similar projects, experience with the Cypress, references, the company's reputation with other cities, price, and licensing and safety.

Fireworks & Stage FX America was rated highest for having a thorough proposal, extensive experience with similar projects, an unblemished reputation in other cities, and a qualified team of licensed pyrotechnic operators. A three-year contract, with two one-year extensions (at the city's option) is recommended. If the agreement remains in place for five years, the not to exceed contract amount will be $130,000.

BUDGET IMPACT

Future District budgets will incorporate the annual contract costs associated with the fireworks display.

LEGAL REVIEW

The agreement has been reviewed and approved as to form by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

Fireworks Display RFP

Fireworks Agreement

REQUEST FOR PROPOSALS

Fireworks Display at Annual Salute to America

City of Cypress
5700 Orange Avenue
Cypress, CA 90630
December 21, 2021

Due Date and Time:
January 14, 2022 at 5:00 p.m.

REQUESTS FOR PROPOSALS

Firework Display at Salute to America

Department: Parks & Recreation
Category: RFP Recreation
RFP Number: RCS-002-21
Start Date: 12/21/2021 9:00 am
Close Date: 01/14/2022 5:00 pm

The intent of this proposal is to establish a supplier and price for the fireworks display at the annual Salute to America held at Cypress College in Cypress or a location to be determined. The period of this contract covers July 1, 2022 through July 2, 2024 (a total of three (3) displays). The contract may also be extended for two (2) additional one (1) year periods upon mutual approval between the City staff and the pyrotechnic contractor.

The contractor shall provide no less than two technicians including a duly licensed pyrotechnic operator, to deliver, set up, and take charge of, along with sufficient helpers, the safe and orderly discharge and choreographed display of live pyrotechnical devices: including but not limited to the removal and disposal of any debris, trash, or residue from such display, any active but unused pyrotechnical devices, any defective or partially discharged pyrotechnical devices and all equipment, wires or other tools used to present and explode such devices.

General Terms and Conditions
Authorization Form
Sample Contract Services Agreement with Minimum Fireworks Specification Attachment A and Attachment B

Please return the following by **5:00pm on Friday, January 14, 2022**:

- Sealed Envelope with sealed envelope label
- Signed four (4) page City of Cypress General Terms and Conditions
- Signed Authorization Form
- Final Proposal (on company letterhead)
- Three references

Mail or Hand Deliver to:
Cypress Recreation & Community Services Attention: Shelly Myers
5700 Orange Avenue
Cypress, CA 90630

The primary contact person for this RFP is **Shelly Myers**, Recreation & Community Services Supervisor, (714) 229-6790, **smyers@cypressca.org**

Return to full list >>

Select Language

eNotification Signup | Change eNotification Preferences

Email Address *

Retype Email Address *

First Name *

Last Name *

RFP Posts

RFP Administration	RFP Community Development	RFP Finance
RFP Police	RFP Public Works	RFP Recreation

Subscribe to All Emails

I'm not a robot

reCAPTCHA
Privacy - Terms

SUBMIT

Select Language

CITY OF CYPRESS
RECREATION AND COMMUNITY SERVICES DEPARTMENT
IS REQUESTING PROPOSALS FOR
A FIREWORKS DISPLAY AT THE ANNUAL SALUTE TO AMERICA TO BE HELD AT CYPRESS COLLEGE IN CYPRESS, CALIFORNIA OR A LOCATION TO BE DETERMINED.

City of Cypress' General Terms and Conditions

The following general terms and conditions set forth are binding on all contract agreements between the City of Cypress and participating contractors:

1. SCOPE: A selection committee will review all returned proposals and consider each one based on the following criteria, listed in no particular order, to determine a ranking for each proposal:

   A. Ability to meet the requirements of the proposal.
   B. Company's experience in providing similar completed products and the proposed price.
   C. Company's reputation with other municipalities.
   D. Company's references.
   E. The City's past experience with the company.
   F. Ability to provide the requested services at a fair and reasonable price to the City.
   G. Qualifications of individual(s) in providing a licensed pyrotechnic operator to deliver a safe and orderly discharge and display of live pyrotechnical devices that meets or exceeds the city's current standards.
   H. Ability to meet the requirements of the City's Contract Services Agreement.

2. TAXES: The contractor should not include Federal Excise tax in the bid. State sales tax (figured at current Orange County rate of 7.75%) should be identified in the proposal as a separate listed amount.

3. PAYMENT: The contractor shall accept the compensation, as herein indicated, as full payment for the service specified herein. No adjustments in payment to contractor resulting in an increased cost above bid price quoted herein will be accepted. All invoices to be submitted, in duplicate, to the City of Cypress, Recreation and Community Services, 5700 Orange Avenue, Cypress, CA 90630-0609. Invoices shall contain the Purchase Order Number, description of item(s), size(s), quantities, unit price(s), extended total and invoice terms.

4. MISCELLANEOUS:

   A. Submission of a signed proposal will be interpreted to mean that the contractor has thereby agreed to all terms and conditions set forth in all the sheets, which make up this Request for Proposal.

   B. Awards will be made on the determination of the best proposal(s) for the City of Cypress; including duration of display, quality of product, and licensed operators.

C. A formal contract agreement with the Contractor and the City of Cypress will be required. (A standard copy is attached)

D. Any proposal may be withdrawn, either personally, by written request, or by confirmed telephone request, at any time prior to the designated bid opening time.

E. Terms will be considered when comparing proposals therefore, if you offer different payment terms please show this information on your proposal.

F. The issuance of this proposal request creates no obligation on the part of the City of Cypress and the City of Cypress reserved the unconditional right, at its option to either reject any or all proposals or waive any irregularities therein.

G. Your proposal must be received at Cypress Recreation and Community Services Department, 5700 Orange Avenue, Cypress, CA 90630, on or before **Friday, January 14, 2022 at 5:00pm**. Proposals must be in a sealed envelope, ATTENTION: Shelly Myers.

H. Whenever a question as to the meaning of any portion of the specifications is in dispute, or where there may be more than one interpretation given to any portion of the specifications, the interpretation by the City of Cypress shall be final.

I. Contractors must satisfy themselves by personal examination of the proposal documents as to the actual conditions and requirements of this work. They shall not at any time after submission of the proposal, dispute, complain, or assert that there was any misunderstanding in regard to the nature of the amount of work to be done unless a written change in these specifications, or written clarification thereof, has been issued by the Agency.

5. INSURANCE: Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, the following insurance policies:

A. Commercial General Liability Insurance: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least $2,000,000 each occurrence, and if written with an aggregate, the aggregate shall be double the each occurrence limit.

The following evidence of insurance is required for Commercial General Liability:

1. **Certificate of Insurance**
2. **Additional Insured Endorsement**: The Additional Insured Endorsement shall name the City of Cypress and Cypress Recreation and Park District, and its elected officials, officers, employees, volunteers, boards, agents and representatives as additional insureds with regard to liability and defense of suits or claims arising out of the contract. The Additional Insured Endorsement shall not exclude contractual liability, restrict coverage to the sole liability of the Contractor or exclude any operations of the Contractor.
3. **Primary & Non-Contributory Endorsement**: The insurance shall be primary and any other insurance, deductible, or self-insurance available to the City shall

be in excess of and shall not contribute with this insurance. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention in order to assure coverage as an "additional insured."

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) with minimum limits of $1,000,000 each accident. Auto Liability Insurance is not required when a private passenger vehicle is used exclusively to drive to and from the parking lot of the work site.

The following evidence of insurance is required for Automobile Liability:

1. **Certificate of Insurance**

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 each accident for bodily injury and $1,000,000 each employee for bodily injury by disease. Workers' Compensation Insurance shall not be required if the Contractor does not have any employees. If applicable, a letter confirming no employees shall be provided.

The following evidence of insurance is required for Workers' Compensation and Employer's Liability:

1. **Waiver of Subrogation:** The policy shall be endorsed to provide a waiver of subrogation stating that the insurer waives all rights of subrogation against the City of Cypress, its elected officials, officers, employees, volunteers, boards, agents and representatives.

D. General Insurance Provisions for All Policies:

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

2. Contractor agrees to indemnify the City, its officers, agents and employees against, and shall hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of

the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

3. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for the subcontractors shall be subject to all of the requirements stated herein.

4. The above insurance requirements shall be subject to periodic review by City. City is authorized, but not required, to reduce or waive any of the above insurance requirements whenever City determines that any of the above insurance is not available, is unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, City is authorized, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against City, inflation, or other item reasonably related to City's risk.

5. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

   Non-Compliance with any of the above conditions and instructions may result in the rejection of your proposal.

I have read and understand the four (4) pages of the City of Cypress General Terms and Conditions.

_____	_____
Signature	Title
_____	_____
Company	Date

AUTHORIZATION FORM
FIREWORKS DISPLAY AT CYPRESS COLLEGE, CYPRESS, CA
OR A LOCATION TO BE DETERMINED

SPECIAL CONDITIONS

A. Intent: The intent of this proposal is to establish a supplier and price for the fireworks display at the annual Salute to America held at Cypress College in Cypress or a location to be determined. The period of this contract covers July 1, 2022 through July 2, 2024 (a total of three (3) displays). The contract may also be extended for two (2) additional one (1) year periods upon mutual approval between the City staff and the pyrotechnic contractor.

B. Scope of Work: The contractor shall provide no less than two technicians including a duly licensed pyrotechnic operator, to deliver, set up, and take charge of, along with sufficient helpers, the safe and orderly discharge and choreographed display of live pyrotechnical devices: including but not limited to the removal and disposal of any debris, trash, or residue from such display, any active but unused pyrotechnical devices, any defective or partially discharged pyrotechnical devices and all equipment, wires or other tools used to present and explode such devices.

C. Production Schedule: The contractor shall perform three (3) comprehensive Salute to America Fireworks Displays on July 1, 2022, June 30, 2023, July 2, 2024, inclusive. Each such display shall commence at or about 9:00 p.m. or at such time of the contract Officer shall designate, to be held at Cypress College, 9200 Valley View Street, Cypress, CA or a location to be determined.

D. Choreographed Display: The contractor shall provide a compact disc containing the music to be included in the choreographed fireworks display. The compact disc must be received three (3) weeks prior to the display for review by the City / Recreation.

E. Other Charges: Include any additional charges (i.e. for permits, rental equipment, local sales taxes if applicable).

F. Special Considerations: Travel time and distance will be considered in the award of this quote. The selected vendor will be the one judged best able to provide the specified services in a timely manner at the most reasonable total cost to the City.

G. Cancellations: Cancellation of contract may be accomplished by either party filing a written notice of intent, not less than ninety (90) calendar days prior to termination.

H. Penalties: Failure to deliver the fireworks display in an acceptable form within the required time frame will result in a deduction of payment as determined by the City provided that the failure is not caused by the City.

I. Timeline: Please adhere to the dates indicated on the cover letter.

J. References: Please submit references for three existing clients' preferably municipalities that offer similar programs. Also include references to specific clients plus telephone numbers.

K. Criteria for Selection:

- Ability to meet the requirements of the proposal and the proposed price.
- Company's experience in providing similar completed products.
- Company's reputation with other municipalities.
- Company's references.
- The City's past experience with the company.
- Ability to provide the requested services at a fair and reasonable price to the City.
- Qualifications of individual(s) in providing a licensed pyrotechnic operator to deliver a safe and orderly discharge and display of live pyrotechnical devices that meets or exceeds the city's current standards.
- Ability to meet the requirements of the City's Contract Services Agreement.

Please Bid on all of the following options which apply:
(All above conditions listed apply to all options listed below)

OPTION A: CHOREOGRAPHED FIREWORKS DISPLAY – LOCATION: CYPRESS COLLEGE IN CYPRESS

Format: No less than a twenty (20) minute choreographed fireworks display to be fired electronically.

Special Considerations: Fallout zone is approximately 250 feet. See Attachment A for minimum fireworks requirements.

OPTION B: CHOREOGRAPHED FIREWORKS DISPLAY – LOCATION: CYPRESS COLLEGE IN CYPRESS

Format: No less than a sixteen (16) minute choreographed fireworks display to be fired electronically.

Special Considerations: Fallout zone is approximately 250 feet. See Attachment B for minimum fireworks requirements.

Authorization:
I accept the terms and conditions of this proposal.

NAME: _____ TITLE: _____
Please print or type name

Does this person have the authority to contract for your firm: YES NO

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP _____

TELEPHONE: (_____) _____

AUTHORIZED SIGNATURE: _____ DATE:_____

Please return the following by 5:00pm on Friday, January 14, 2022:
Sealed Envelope #1 with sealed envelope label (see attached)

- Signed four (4) page City of Cypress General Terms and Conditions
- Signed Authorization Form
- **Final Proposal** (on company letterhead)
- Three references

Mail or Hand Deliver to:

CYPRESS RECREATION & COMMUNITY SERVICES
ATTENTION: SHELLY MYERS
5700 ORANGE AVENUE
CYPRESS, CA 90630

SEALED ENVELOPE #1
CRPD-0001-15

Company Name:_____

Contact Name:_____

Phone Number:_____

Included in this envelope:

- Signed four (4) page City of Cypress General Terms and Conditions
- Signed Authorization Form
- Final Proposal (on company letterhead)
- Three references

(Cut along the dotted line and attach on the outside of each sealed envelope)

CITY OF CYPRESS

CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 20___, by and between the CITY OF CYPRESS, a municipal corporation, (herein "City") and _____, a _____ Corporation (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Contractor hereby agrees to a background check by the City's Police Department if Contractor shall work with persons of eighteen (18) years of age or under. (See Exhibit "E")

1.2 Contractor's Proposal. The Scope of Service may include the Contractor's proposal or bid which, if included, is incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have

the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time

consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ ($_____) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and City Council meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City in the form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the last working day of the month, subject to such extensions as may be necessary to obtain any required approvals for payment from the City Council.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached

hereto as Exhibit "D", if any, and incorporated herein by this reference

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have

authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. Without limiting Contractor's indemnification obligations as set forth in this Agreement, the Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is $25,000 or less, the policy of insurance shall be written in an amount not less than $500,000 single limit, per occurrence. If the Contract Sum is greater than $25,000 but less than $1,000,000, the policy of insurance shall be in an amount not less than $2,000,000 single limit, per occurrence. If the Contract Sum is greater than $1,000,000 but less than $2,000,000, the policy of insurance shall be in an amount not less than $2,000,000, single limit, per occurrence. If the Contract

Sum is greater than $2,000,000, the policy of insurance shall be in an amount not less than $5,000,000 single limit, per occurrence.

b. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

c. Automotive/Vehicle Insurance. A policy of comprehensive automobile/vehicle liability (including owned, non-owned, leased, and hired autos/vehicles) insurance written on a per occurrence basis in an amount not less than $500,000 single limit, per occurrence, for bodily injury and property damage.

d. Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the **City of Cypress/Cypress Recreation and Park District**, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers. All of said policies of insurance shall be endorsed to:

(1) provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by certified or registered mail to the City;

(2) provide that the insurer shall waive all rights of subrogation and contribution it may have against the City of Cypress/Cypress Recreation and Park District, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers; and

(3) name the City of Cypress/Cypress Recreation and Park District, its City Council and all the City Council appointed groups, committees, boards, and any other City Council appointed bodies, and the City's elected or appointed officers, and its officials, employees, agents, representatives, and volunteers (hereinafter "City and City Personnel") as additional insureds.

All of Contractor's insurance (i) shall contain no special limitations on the scope of

protection afforded to City and City Personnel; (ii) shall be primary insurance and any insurance or self-insurance maintained by City or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (v) shall be written by insurers in compliance with Section 5.4.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage's and said Certificates of Insurance or binders are approved by the City. In the event any of said policies of insurance are materially modified or cancelled for any reason, the Contractor shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section 5.1, to the Contract Officer. The Contract Officer, with the prior approval of the City Manager, shall have authority to consent to a modification of the foregoing insurance requirements, which consent may be given or withheld in the Contract Officer's and City Manager's respective sole and absolute and arbitrary discretion.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification. Contractor agrees to indemnify the City, its officers, agents and employees against, and shall hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) Contractor shall defend any action or actions filed in connection with any of said claims or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor shall promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

5.5 Payment Bond for contracts over $25,000. Concurrently with the execution of their Agreement, if the contract sum specified in Section 2.1 of this Agreement is in excess of twenty-five thousand dollars ($25,000), Contractor shall deliver to City a payment bond in the sum specified below, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney.

The payment bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing pursuant to Section 4.3 of this Agreement to perform in whole or part the services required herein.

The payment bond shall be in a sum not less than that prescribed by law under California Civil Code § 3248, such that the bond shall be in the sum of:

(a) One hundred percent (100%) of the total amount payable by the terms of this Agreement if the total amount payable does not equal or exceed five million dollars ($5,000,000); or

(b) Fifty percent (50%) of the total amount payable by the terms of this Agreement if the total amount payable is not less than five million dollars ($5,000,000) and does not exceed ten million dollars ($10,000,000); or

(c) Twenty five percent (25%) of the total amount payable by the terms of this Agreement if the Agreement exceeds ten million dollars ($10,000,000).

If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a payment bond. Further, if the sum of the payment bond as required under California Civil Code § 3248 is different than the sum required under this Agreement, the sum specified in California Civil Code § 3248 is controlling.

5.6 Sufficiency of Insurer or Surety for Payment Bond. If Contractor must deliver a payment bond pursuant to Section 5.5 of this Agreement, Contractor shall deliver, concurrently with the execution of this Agreement and delivery of said payment bond, to City the following documents:

(a) A certified copy of the Certificate of Authority of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact insurance in the State of California;

(b) A certificate from the Clerk of the County of Orange that the Certificate of Authority of the Insure or Surety has not been surrendered, revoked, canceled, annulled, or suspended; or, in the event the Certificate of Authority of the Insurer or Surety has been suspended, that renewed authority has been granted; and

(c) True and correct copies of the Insurer's or Surety's most recent annual statement and quarterly statement filed with the Department of Insurance.

Failure of Contractor to deliver these documents by the time of

execution of this Agreement shall require City to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure § 995.660.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor shall be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting there from.

6.4 Release of Documents. The drawings, specifications, reports,

records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

7.2 Disputes. Subject to the provisions of Section 7.7, in the event of a dispute arising under this Agreement, Contractor shall comply with the provisions of this Section, and City may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within sixty (60) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause by Consultant and to any legal action commenced by Consultant, and such compliance shall not be a waiver of Consultant's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit City's right to terminate this Agreement with or without cause pursuant to Section 7.7.

7.3 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed

as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Contractor may terminate this Agreement only for cause and with not less than thirty (30) days prior written notice and only after following the procedures of Section 7.2 to enable the City to effect a cure of a default. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Schedule of Compensation or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer, official, employee, agent, representative, or volunteer of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be (i) personally delivered, or (ii) delivered by United States mail, prepaid, certified, return receipt requested, or (iii) delivered by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the City at the following address: City of Cypress, 5275 Orange Avenue, Cypress, CA 90630, Attn: City

Clerk. Notices shall be delivered to Contractor at the following address: _____. Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Authority to Execute. The person (s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[end - signature page and exhibits follow]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF CYPRESS,
a municipal corporation

_____
Peter Grant, City Manager

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:

_____

By: _____

Name: _____

Title: _____

By:_____

Name: _____

Title: _____

Address:_____

_____

(Agreement cannot be accepted from corporations without signatures from (2) corporate officers)

EXHIBIT "A"

SCOPE OF SERVICES

_____ shall perform three (3) comprehensive Fourth of July Fireworks Displays on July 1, 2022, June 30, 2023, and July 2, 2024. Each such display shall commence at or about 9:00 p.m. or at such time of the contract Officer shall designate, to be held at Cypress College, 9200 Valley View Street, Cypress, CA or a location to be determined to include the following:

- To provide no less than two technicians including a duly licensed pyrotechnic operator, to deliver, set up, and take charge of, along with sufficient helpers, the safe and orderly discharge and display of live pyrotechnical devices: including but not limited to the removal and disposal of any debris, trash, or residue from such display, any active but unused pyrotechnical devices, any defective or partially discharged pyrotechnical devices and all equipment, wires or other tools used to present and explode such devices.

- To offer a choreographed fireworks display as outlined in Attachment A and B.

- Depending on suitable firing locations, the City will determine which option (A or B) will be displayed. If _____ is not notified 90 days before the display, Option A will be used by default.

EXHIBIT "B"

SPECIAL REQUIREMENTS

B-1 Without limiting Consultant's indemnification obligations set forth in this Agreement, Consultant shall procure and maintain in full force and effect, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, and for a period of three (3) consecutive years thereafter, the following policies of insurance.

A policy of professional liability insurance written in an amount not less than $2,000,000 and on a claims made basis.

EXHIBIT "B"

TO CONTRACT SERVICES AGREEMENT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Provided that Contractor is not in default under the terms of this Agreement, subject to the terms and conditions set fourth in this agreement, and upon approval, in writing of the Contract Officer (based on evaluation of increased costs to contractor to the satisfaction of Contract Officer):

C-1. 2022 Fireworks Presentation.
Option A: Contractor will be paid a total of $_____.

Optional

Option B: Contractor will be paid a total of $_____.

C-2. 2023 Fireworks Presentation.
Option A: Contractor will be paid a total of $_____.

Optional

Option B: Contractor will be paid a total of $_____.

C-3. 2024 Fireworks Presentation.
Option A: Contractor will be paid a total of $_____.

Optional

Option B: Contractor will be paid a total of $_____.

EXHIBIT "C"

TO CONTRACT SERVICES AGREEMENT

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Each of the Fireworks Displays listed below, held at Cypress College, 9200 Valley View Street, Cypress, CA or a location to be determined, shall commence at or about 9:00 p.m. or at such time of the contract Officer shall designate, to be.

2022 Fireworks Presentation July 1, 2022

2023 Fireworks Presentation June 30, 2023

2024 Fireworks Presentation July 2, 2024

EXHIBIT "D"

TO CONTRACT SERVICES AGREEMENT

EXHIBIT "E"

SCOPE OF SERVICES

CYPRESS POLICE DEPARTMENT REVIEW (IF APPLICABLE)

If applicable (see Section 1.1), attach a receipt from the Cypress Police Department confirming you have been fingerprinted and indicate the following:

Name: _____

Driver's License No.: _____ Date of Birth: _____

Are you now, or have you ever been a member of P.E.R.S. ?

Yes _____ No _____

_____

Signature of Contractor

EXHIBIT "E"

TO CONTRACT SERVICES AGREEMENT

Attachment A

City of Cypress - 4th of July Fireworks Show

held at Cypress College in Cypress or a location to be determined - Option A

20 Minute Choreographed Fireworks Display

Announcement Barrage	
Aerial Titanium Flash Salutes	
2"	10
Color and Multi-Color Finale Shells	
2"	10

Aerial Show Presentation	
Aerial Titanium Flash Salutes	
2"	10
Color and Multi-Color Aerial Shells	
2"	120
Flitter, Glitter, Electric Color and Color Changing Shells	
2"	50
Distinctive and Unique Aerial Shells	
2"	40
Streaking Comets & Tiger Tails	
2"	15
Volcanic Mines	
2"	15

Total program price should include all necessary insurance, a licensed operator, transportation and the above listed fireworks.

Bombardments	
25 Shot	10
49 Shot	4
100 Shot	10
150 Shot	5
250 Shot	2
300 Shot	6
600 Shot	2

Aerial Grand Finale	
Color and Multi-Color Finale Shells	
2"	500
Aerial Flash Salutes	
2"	200

Grand Totals	
Aerial Shells	
2"	970
United of Fire (from Bombardments)	
	5696
Total shots	6666

<u>Vendor to Provide:</u>

1) Permit Filings as Required
2) Storage and Delivery of the Fireworks
3) All Equipment to Produce the Display
4) A State Licensed Pyrotechnic Operator
5) Required Insurance
6) Choreographed Pyrotechnic Display

Attachment B

City of Cypress - 4th of July Fireworks Show

held at Cypress College in Cypress or a location to be determined - Option B

16 Minute Choreographed Fireworks Display

Announcement Barrage	
Aerial Titanium Flash Salutes	
2"	10
Color and Multi-Color Finale Shells	
2"	10

Aerial Show Presentation	
Aerial Titanium Flash Salutes	
2"	10
Color and Multi-Color Aerial Shells	
2"	100
Flitter, Glitter, Electric Color and Color Changing Shells	
2"	40
Distinctive and Unique Aerial Shells	
2"	40
Streaking Comets & Tiger Tails	
2"	15
Volcanic Mines	
2"	15

Total program price should include all necessary insurance, a licensed operator, transportation and the above listed fireworks.

Bombardments	
25 Shot	10
49 Shot	4
100 Shot	9
150 Shot	4
250 Shot	1
300 Shot	4
600 Shot	2

Aerial Grand Finale	
Color and Multi-Color Finale Shells	
2"	400
Aerial Flash Salutes	
2"	200

Grand Totals	
Aerial Shells	
2"	840
United of Fire (from Bombardments)	
	4596
Total shots	5436

Vendor to Provide:

1) Permit Filings as Required
2) Storage and Delivery of the Fireworks
3) All Equipment to Produce the Display
4) A State Licensed Pyrotechnic Operator
5) Required Insurance
6) Choreographed Pyrotechnic Display

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

FIREWORKS & STAGE FX AMERICA

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
FIREWORKS & STAGE FX AMERICA

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of February, 2022 by and between the City of Cypress, a California municipal corporation ("City") and Fireworks & Stage FX America, Inc., a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress's Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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 one hundred thirty thousand Dollars ($130,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Matthew Biolchino, Regional Manager

Kevin Brueckner, President
Scott Danielson, General Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Jeff Draper, Recreation and Community Services Director or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent

contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, and the Cypress Recreation and Park District ("District"), its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City and District or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City and District, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City and District as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF,

THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] 
Contractor Initials

City, District, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, District or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, the District, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, the District, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, the District, its officers, agents or employees, any and all costs and expenses incurred by the City, the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City and District hereunder therefore, and failure of City or District to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's or Districts' sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's or Districts' negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials 

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

Paulo Morales, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

FIREWORKS BY STAGE FX AMERICA, LLC

DBA - FIREWORKS AMERICA

By:

Name: Kevin T. Bruechner
Title: President / Manager

By:

Name: J. SCOTT DANIELSON
Title: GENERAL MANAGER

Address: PO BOX 488
LAKESIDE, CA 92040

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

Fireworks & Stage FX America, Inc. shall perform three (3) comprehensive Independence Day Fireworks Displays on July 1, 2022, June 30, 2023, July 3, 2024 or other date as determined by the City with 120 days of prior notice to the Contractor. This agreement also provides an option for 2 (two), 1 (one) year renewal periods for an additional total of two displays: July 3, 2025 and July 3, 2026

Each such display shall commence at or about 9:00 p.m. or at such time of the contract Officer shall designate, to be held at Cypress College, 9200 Valley View Street, Cypress, CA, or at an alternative location to be determined by the City. The Contractor agrees to the following for all displays:

- To provide no less than two technicians, including a duly licensed pyrotechnic operator, to deliver, set up, and take charge of, along with sufficient helpers, the safe and orderly discharge and display of live pyrotechnical devices: including but not limited to the removal and disposal of any debris, trash, or residue from such display, any active but unused pyrotechnical devices, any defective or partially discharged pyrotechnical devices and all equipment, wires or other tools used to present and explode such devices.

- To offer a choreographed fireworks display as outlined on page A-2 and A-3.

- Depending on suitable firing locations, the City will determine which program (A or B) will be displayed. If Fireworks & Stage FX America, Inc. is not notified 90 days before the display, Program A will be used by default.

City of Cypress
Salute to America
7/1/2022 Through 7/2/2026

Announcement Barrage

		Program A 2022-2024	Program B 2022-2024
Aerial Titanium Flash Salutes	2"	10	10
Color and Multi-Color Finale Shells	2"	10	10

Bombardments

	Program A 2022-2024	Program B 2022-2024
25 Shot	10	10
49 Shot	4	4
100 Shot	10	9
150 Shot	5	4
250 Shot	2	1
300 Shot	6	4
600 Shot	2	2

Aerial Show Presentation

Aerial Titanium Flash Salutes	2"	10	10
Color and Multi-Color Aerial Shells	2"	120	100
Flitter, Glitter, Electric Color and Color Changing Shells	2"	50	40
Distinctive and Unique Aerial Shells	2"	40	40
Streaking Comets & Tiger Tails	2"	15	15
Volcanic Mines	2"	15	15

Aerial Grand Finale

Color and Multi-Color Finale Shells	2"	500	400
Aerial Flash Salutes	2"	200	200

Grand Totals

Aerial Shells	2"	970	840
Units of Fire (from Bombardments)		5696	4596
Total Shots		6666	5436

Fireworks & Stage FX America

Program Price

	20 Min 2022-2024	15 Min 2022-2024
Total Program Price Inclusive of Insurance, Operator and Transportation		
Cost	$25,000	$22,000

City of Cypress
Salute to America
7/1/2022 Through 7/2/2026

Announcement Barrage

		Program A 2025-2025	Program B 2025-2026
Aerial Titanium Flash Salutes	2"	10	10
Color and Multi-Color Finale Shells	2"	10	10

Bombardments

	Program A 2025-2026	Program B 2025-2026
25 Shot	10	10
49 Shot	4	4
100 Shot	10	9
150 Shot	5	4
250 Shot	2	1
300 Shot	6	4
600 Shot	2	2

Aerial Show Presentation

Aerial Titanium Flash Salutes	2"	10	10
Color and Multi-Color Aerial Shells	2"	120	100
Flitter, Glitter, Electric Color and Color Changing Shells	2"	50	40
Distinctive and Unique Aerial Shells	2"	40	40
Streaking Comets & Tiger Tails	2"	15	15
Volcanic Mines	2"	15	15

Aerial Grand Finale

Color and Multi-Color Finale Shells	2"	500	400
Aerial Flash Salutes	2"	200	200

Grand Totals

Aerial Shells	2"	970	840
Units of Fire (from Bombardments)		5696	4596
Total Shots		6666	5436

Fireworks & Stage FX America

Program Price

Total Program Price Inclusive of Insurance, Operator and Transportation

Cost	$27,500	$24,500
	20 Min 2025-2026	15 Min 2025-2026

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 5.1(a) shall be amended to read as follows:

5.1(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a combined single limit basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $10,000,000.00.

II. The requirement for Section 5.1(d) is hereby waived.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

2022 Fireworks Presentation

- Option A: Contractor will be paid a total of $25,000. Advance Deposit of $12,500 by May 2, 2022, and the balance of $12,500 is to be paid no later than 10 days after the display.

- Option B: Contractor will be paid a total of $22,000. Advance Deposit of $11,000 by May 2, 2022, and the balance of $10,000 is to be paid no later than 10 days after the display.

2023 Fireworks Presentation

- Option A: Contractor will be paid a total of $25,000. Advance Deposit of $12,500 by May 1, 2023, and the balance of $12,500 is to be paid no later than 10 days after the display.

- Option B: Contractor will be paid a total of $22,000. Advance Deposit of $11,000 by May 1, 2023, and the balance of $10,000 is to be paid no later than 10 days after the display.

2024 Fireworks Presentation

- Option A: Contractor will be paid a total of $25,000. Advance Deposit of $12,500 by May 1, 2024, and the balance of $12,500 is to be paid no later than 10 days after the display.

- Option B: Contractor will be paid a total of $22,000. Advance Deposit of $11,000 by May 1, 2024, and the balance of $10,000 is to be paid no later than 10 days after the display.

2025 Fireworks Presentation (Optional)

- Option A: Contractor will be paid a total of $27,500. Advance Deposit of $13,750 by May 1, 2025, and the balance of $13,750 is to be paid no later than 10 days after the display.

- Option B: Contractor will be paid a total of $24,500. Advance Deposit of $12,250 by May 1, 2025, and the balance of $12,250 is to be paid no later than 10 days after the display.

2026 Fireworks Presentation (Optional)

- Option A: Contractor will be paid a total of $27,500. Advance Deposit of $13,750 by May 1, 2026, and the balance of $13,750 is to be paid no later than 10 days after the display.

- Option B: Contractor will be paid a total of $24,500. Advance Deposit of $12,250 by May 1, 2026, and the balance of $12,250 is to be paid no later than 10 days after the display.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

Each of the Fireworks Displays listed below, held at Cypress College, 9200 Valley View Street, Cypress, CA or a location to be determined, shall commence at or about 9:00 p.m. or at such time of the contract Officer shall designate, to be.

- 2022 Fireworks Presentation July 1, 2022*
- 2023 Fireworks Presentation June 30, 2023*
- 2024 Fireworks Presentation July 3, 2024*

Optional Renewals

- 2025 Fireworks Presentation July 3, 2025*
- 2026 Fireworks Presentation July 3, 2026*

*Date can be changed as determined by the City with 120 days of prior notice to the Contractor.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **15.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 02/14/2022

SUBJECT: **Approve the Purchase of a Showmobile**

RECOMMENDATION

1. Authorize the purchase of a showmobile from Century Industries, LLC for $179,234; and

2. Appropriate $10,000 in the District's Capital Replacement Fund; and

3. Transfer $10,000 from the District's General Fund to the Capital Replacement Fund.

DISCUSSION

The District's showmobile, purchased in 1991, is an enclosed mobile stage used 15-20 times per year to produce community events throughout Cypress. The showmobile is transported by tow truck and features a much quicker set-up time compared to conventional staging. The showmobile is essential to outdoor RCS programing (particularly as we recover from the pandemic) and is the backdrop for community events including Concerts on the Green, Holiday Sing, Salute to America, and the Community Festival. The showmobile has reached the end of its useful life and is in need of replacement.

The recommended purchase utilizes the California Multiple Award Schedule (CMAS) purchasing program, which is a cooperative purchasing program established through a competitive bid process to provide fair, reasonable, and competitive pricing to state and local government agencies. Municipal Code Section 21A-10(e) allows for the use of cooperative purchasing when it is in the City's best interest.

RCS reviewed the list of CMAS vendors who provide mobile staging and Century Industries, LLC was identified as the most qualified vendor. Century Industries, LLC has provided mobile stages to other municipalities throughout Southern California and is the manufacturer of the District's current 30-year-old showmobile. The new showmobile will have a useful life of approximately 20 years and is expected to be ready for delivery in four to six months.

BUDGET IMPACT

The District's budget includes $170,000 for the replacement showmobile. Since the time the budget was prepared, the cost has increased to $180,000 and sufficient amounts are available in the District's General Fund unassigned fund balance for the additional $10,000 appropriation. After delivery, the showmobile will require outfitting (including a vehicle wrap). These costs will be included in the District's FY 2022-23 budget.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Century Industries Quote

CMAS Master Agreement

Century Industries

PO Box C
Sellersburg, IN 47172
Phone 812-246-3371
michelle@centuryindustries.com

QUOTE

CMAS Contract #4-18-78-0088B

Jeff Draper -
City of Cypress, CA

Quoted By:	QUOTE DATE:	EXPIRATION DATE:			
Michelle McRae	1/7/2022	90 DAYS			

MSM3600 "ShowMaster" 3000 SERIES

36ft long enclosed stage body
18" deep steel channel mainframe
60,000 lb. capacity pintle towing coupler
17,500 lb capacity crank tongue jack
Triple axle suspension with (6) highway rated tires, electric brakes
(4) 25,000 lb capacity corner leveling jacks
Frame mounted level gauges
Rugged, all-weather FRP sound shell enclosure
36ft fold-down stage deck with skid resistant surface pattern, leveling legs, 125lb. live load capacity, hydraulic operation
Stage canopy extends beyond main stage for maximum protection, hydraulic operation with secondary safety locks.
Self-contained 12VDC hydraulic system with remote operation pendant
Curb-side frame-mounted locking compartments for hydraulic and electrical systems
(2) diamond plate steel stairs with enclosed risers and hand rails
Highway lighting package with DOT marker and signal lights
AC electric system with power cable, breaker panel, receptacles, and (2) rows of dual tube fluorescent stage lighting
Neatural medium gray stage deck color to reduce heat build-up from the sun
Neatural medium gray stage interior for reduced glare and enhanced neutral appearance

	1	**MSM3600 - BASE UNIT** (14' x 36')	$	106,559
Item #		ACCESSORIES		
20536	1	Premium Anti-Corrosion Package Upgrade	$	2,681
10208	1	Premium Stair Upgrade	$	1,188
90650	1	Adjustable Acoustic Wall Panels	$	7,331
90636	1	Stage Deck Support Truss	$	1,006
90550	1	Hydraulic Leveling/Support System	$	9,671
84444	1	Hydraulic Hitch Jack	$	2,251
40028	1	Exterior Flood Light, (Qty.3)	$	618
40029	1	Compartment Light, (Qty.2)	$	372
91102	1	Banner Hardware Pkg.	$	1,806
10209	1	Handicapped ADA Lift	$	9,362
56060	1	Decorative Stage Skirt, 64ft. (Main Stage Deck)	$	2,184
11003	1	Deck Tie-Downs, Eight (8)	$	726
10235	1	60" Equipment Storage Locker	$	1,290
20202	9	4' x 8' Ext. Sections, (Qty.9)	$	10,863
56060	1	Decorative Stage Skirt, 16 ft.	$	624
	1	Shipping - #QU03217	$	989
	1	**Training VIDEO (Free)**		

		TOTAL	**$**	**159,521**
		CA SALES TAX 7.750%	$	12,363
		(2100 Miles) FOB Shipping - CA	$	7,350
		TOTAL	**$**	**179,234**

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by Century and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of one (1) year after delivery. Notwithstanding the foregoing, purchaser is responsible for return shipping for service. Items manufactured by others are subject to their respective manufacturer's warranty, if any. Century does not make any other representations or warranties, express or implied, and disclaims all other warranties including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose. Purchaser agrees that Century is not liable for incidental, consequential, or special damages of any kind.
EXCLUSIVE VENUE/ APPLICABLE LAW: Purchaser agrees to the exclusive venue and jurisdiction of the State and Federal Courts located in Clark County, Indiana for any action involving this Agreement or the goods which are the subject matter of the same. This Agreement shall be construed according to the laws of the State of Indiana. The parties hereto each knowingly and voluntarily agree to waive any right to a trial by jury with respect to any action involving this Agreement or its subject matter, including without limitation any manufactured goods.

***TERMS:**
Net 30 Days
Cash or Wire Transfer Payment on Balance Due Prior to Shipping.
No Credit Cards
Approximate Production Lead Time: 90 – 120 days ARO..
Customer is responsible for licensing trailer and registration fees.
Price Quote Good for 90 Days.

Certificate of Origin (CO) released upon "Payment in Full" prior to Shipping.

WIRE TRANSFER INSTRUCTIONS
Wire to: WesBanco Bank Inc
1 Bank Plaza
Wheeling, WV 26003
1-800-905-9043
ABA#: 043400036

Account Name: Century Industries LLC
Account #: 4572003941

PURCHASER AGREES that a 1 ½% per month service charge or the maximum legal rate, whichever is less, shall be added to unpaid invoices from the due date thereof, plus reasonable collection and attorneys' fees if placed for collection. Upon default by Purchaser, Century shall be entitled to retain any Deposit and enforce all remedies available to it as a seller under I.C. 26-1-2-703. Purchaser acknowledges that the goods manufactured by Century constitute specially manufactured goods and are not suitable for sale to others in the ordinary course of business. Purchaser agrees to maintain these goods in a safe condition and to operate the same in a safe manner. Purchaser agrees to indemnify and hold harmless Century and its officers, directors, employees, agents or subcontractors from and against any and all claims, demands and causes of action asserted by any other person or entity, and all resulting damages, liabilities, costs, losses and expenses of any kind (including reasonable attorney's fees), arising directly or indirectly from any acts by the purchaser or any of its employees, agents, or customers in connection with the purchase, ownership or use of the subject matter of this Agreement. All estimates for production time are estimates only and Century makes no warranty or representation concerning production times. Purchaser agrees receipt and use of manufactured product(s) constitutes agreement to these terms. This represents the entire agreement of the parties; any changes, amendments, modifications, additions or alterations made by Purchaser without the express written acceptance of Century are rejected.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **16.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 02/14/2022

SUBJECT: Approve Register of Warrants, Transfers, and Wires Issued for the Period of January 8, 2022 through January 28, 2022

RECOMMENDATION

Approve the attached payment register summarized below for the period of January 8, 2022 through January 28, 2022:

- Electronic Funds Transfers 10392 through 10514
- Warrants 58554 through 58690
- Payroll Transfers W1466 through W1467

DISCUSSION

Payments to vendors for goods and services received and/or rendered are initiated and approved by the requesting department in accordance with proper purchasing guidelines. Processing of these payments occurs centrally in the City's Finance Department with payments issued bi-weekly. A register listing of these payments is then presented to the City Council for approval. This register also includes any Electronic Funds Transfers (EFT), outgoing payroll transfers or wires issued since the previous register was presented to the City Council. Voided Payments (if any) are also included at the end of the register.

All payments are processed on the City's financial management software system. This system generates a payment batch register, sorted by warrant number (or EFT/Wire number), and presents the invoice amount and a description of the payment issued.

BUDGET IMPACT

Total warrants, transfers, and wires issued (net of any voided payments) during the period of January 8, 2022 through January 28, 2022 are $2,190,516.56.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Payment Register for the Period 01-08-22 through 01-28-22

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10392	1178 - UNION BANK	$ 112.00			
			Breakfast Meeting(6)/Executive Team 11/23	0082 1/7/22	$ 112.00
10393	1178 - UNION BANK	$ 6.47			
			Food/Holiday Gathering/City Council & Executive Team 11/23	0082(A) 1/7/22	$ 6.47
10394	1178 - UNION BANK	$ 463.72			
			Food/Holiday Gathering/City Council & Executive Team 11/23	0082(B) 1/7/22	$ 463.72
10395	1178 - UNION BANK	$ 44.14			
			Lunch Meeting(3)/PG & MB & AS 12/9	0082(C) 1/7/22	$ 44.14
10396	1178 - UNION BANK	$ (19.40)			
			Credit/Ice Scooper(1)/Community Center	0547 1/7/22	$ (19.40)
10397	1178 - UNION BANK	$ 19.40			
			Ice Scooper(1)/Community Center	0547(A) 1/7/22	$ 19.40
10398	1178 - UNION BANK	$ 30.00			
			Reg/Women In Leisure Training/AT & LH 11/18	0547(B) 1/7/22	$ 30.00
10399	1178 - UNION BANK	$ 105.00			
			Reg/CPRS Fall Training Consortium(7) 11/20	0547(C) 1/7/22	$ 105.00
10400	1178 - UNION BANK	$ 383.56			
			Craft Supplies/Holiday Sing 11/22	0547(D) 1/7/22	$ 383.56
10401	1178 - UNION BANK	$ 216.42			
			Craft Supplies/Holiday Sing 11/19	0547(E) 1/7/22	$ 216.42
10402	1178 - UNION BANK	$ 49.60			
			Addl Medals(10)/2021 5K/10K Run 11/17	0547(F) 1/7/22	$ 49.60
10403	1178 - UNION BANK	$ 29.90			
			Food/Playground/Kids Night Out 11/19	0547(G) 1/7/22	$ 29.90
10404	1178 - UNION BANK	$ (96.96)			
			Credit/Snow Machine(1)/Holiday Sing 12/6	1313 1/7/22	$ (96.96)
10405	1178 - UNION BANK	$ (63.02)			
			Credit/Snow Machine Fluid(2 Gls) 12/9	1313(A) 1/7/22	$ (63.02)
10406	1178 - UNION BANK	$ 430.95			
			Snow Machine(1)/Holiday Sing 12/3	1313(B) 1/7/22	$ 430.95
10407	1178 - UNION BANK	$ 154.60			
			Snow Machine Fluid(2 Gls)/Tablecovers(5)/Misc/Holiday Sing 11/23	1313(C) 1/7/22	$ 154.60
10408	1178 - UNION BANK	$ 36.62			
			Snowflake Projectors(2)/Holiday Sing 11/22	1313(D) 1/7/22	$ 36.62
10409	1178 - UNION BANK	$ 64.62			
			Snow Machine Fluid(2 Gls) 11/23	1313(E) 1/7/22	$ 64.62
10410	1178 - UNION BANK	$ 8.61			
			Ornament Hooks(300)/Holiday Sing 11/24	1313(F) 1/7/22	$ 8.61
10411	1178 - UNION BANK	$ 96.96			
			Snow Machine(1)/Holiday Sing 11/25	1313(G) 1/7/22	$ 96.96
10412	1178 - UNION BANK	$ 642.39			
			Senior Meals(161) 11/23	1313(H) 1/7/22	$ 642.39

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10413	1178 - UNION BANK	$ 11.41	Ceiling Hooks(100)/Holiday Sing 11/24	1313(I) 1/7/22	$ 11.41
10414	1178 - UNION BANK	$ 414.96	Senior Meals(104) 11/30	1313(J) 1/7/22	$ 414.96
10415	1178 - UNION BANK	$ 364.20	Snow Machines(2)/Holiday Sing 12/2	1313(K) 1/7/21	$ 364.20
10416	1178 - UNION BANK	$ 364.20	Snow Machines(2)/Holiday Sing 12/2	1313(L) 1/7/22	$ 364.20
10417	1178 - UNION BANK	$ 1.99	Movie Rental(1)/Sr Center 12/1	1313(M) 1/7/22	$ 1.99
10418	1178 - UNION BANK	$ 63.02	Snow Machine Fluid(2 Gls)/Holiday Sing 12/5	1313(N) 1/7/22	$ 63.02
10419	1178 - UNION BANK	$ 64.62	Snow Machine Fluid(2 Gls)/Holiday Sing 12/6	1313(O) 1/7/22	$ 64.62
10420	1178 - UNION BANK	$ 359.55	Cookies(1K)/Holiday Sing 12/6	1313(P) 1/7/22	$ 359.55
10421	1178 - UNION BANK	$ 574.56	Senior Meals(144) 12/7	1313(Q) 1/7/22	$ 574.56
10422	1178 - UNION BANK	$ 35.88	Food/Holiday Sing Volunteers 12/7	1313(R) 1/7/22	$ 35.88
10423	1178 - UNION BANK	$ 1.99	Movie Rental(1)/Sr Center 12/8	1313(S) 1/7/22	$ 1.99
10424	1178 - UNION BANK	$ 199.33	Hard Drive(1)/IT 11/24	2886 1/7/22	$ 199.33
10425	1178 - UNION BANK	$ 75.19	Lunch Meeting(4)/AS & MB & SL & Network Admin Candidate 11/23	2886(A) 1/7/22	$ 75.19
10426	1178 - UNION BANK	$ 28.00	Wire Cutter(1)/Print Shop 12/2	2886(B) 1/7/22	$ 28.00
10427	1178 - UNION BANK	$ 15.02	Cable Plugs(2)/IT 11/30	2886(C) 1/7/22	$ 15.02
10428	1178 - UNION BANK	$ 264.48	Fiber Converters(2)/Council Chambers	2886(D) 1/7/22	$ 264.48
10429	1178 - UNION BANK	$ 19.38	Cables(10)/PD Modernization 12/7	2886(E) 1/7/22	$ 19.38
10430	1178 - UNION BANK	$ 36.96	Cables(24)/PD Modernization 12/7	2886(F) 1/7/22	$ 36.96
10431	1178 - UNION BANK	$ 53.25	Lunch Meeting(4)/AS & MB & SL & Network Admin Candidate 12/6	2886(G) 1/7/22	$ 53.25
10432	1178 - UNION BANK	$ 465.38	Cables(112)/PD Modernization 12/9	2886(H) 1/7/22	$ 465.38
10433	1178 - UNION BANK	$ 64.61	Cables(5)/PD Modernization 12/9	2886(I) 1/7/22	$ 64.61

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10434	1178 - UNION BANK	$ 149.79	PD Phone Bridging Clips(145)/Modular Plugs(100)/Misc 12/9	2886(J) 1/7/22	$ 149.79
10435	1178 - UNION BANK	$ 420.18	Cables(300)/PD Modernization 12/9	2886(K) 1/7/22	$ 420.18
10436	1178 - UNION BANK	$ 50.00	PD Dues/CA Assoc for Property & Evidence/JC 11/11/21-11/10/22	2957 1/7/22	$ 50.00
10437	1178 - UNION BANK	$ 25.00	PD Dues/OC Homicide Investigators Assoc/CP 12/9/21-12/8/22	2957(A) 1/7/22	$ 25.00
10438	1178 - UNION BANK	$ 25.00	PD Dues/OC Homicide Investigators Assoc/TF 12/9/21-12/8/22	2957(B) 1/7/22	$ 25.00
10439	1178 - UNION BANK	$ 25.00	PD Dues/OC Homicide Investigators Assoc/SG 12/9/21-12/8/22	2957(C) 1/7/22	$ 25.00
10440	1178 - UNION BANK	$ 25.00	PD Dues/OC Homicide Investigators Assoc/SR 12/9/21-12/8/22	2957(D) 1/7/22	$ 25.00
10441	1178 - UNION BANK	$ 30.00	PD Dues/CA Homicide Investigators Assoc/SG 12/8/21-12/9/22	2957(E) 1/7/22	$ 30.00
10442	1178 - UNION BANK	$ 30.00	PD Dues/CA Homicide Investigators Assoc/CP 12/8/21-12/9/22	2957(F) 1/7/22	$ 30.00
10443	1178 - UNION BANK	$ 30.00	PD Dues/CA Homicide Investigators Assoc/TF 12/8/21-12/9/22	2957(G) 1/7/22	$ 30.00
10444	1178 - UNION BANK	$ 8.70	W/C Sub/Business Analytics/Reporting Software 11/7-12/6	3874 1/7/22	$ 8.70
10445	1178 - UNION BANK	$ 16.27	W/C Data Storage/Amazon Cloud 11/21	3874(A) 1/7/22	$ 16.27
10446	1178 - UNION BANK	$ 241.76	Book(1)/Standard Plans for Public Works Construction 12/1	4519 1/7/22	$ 241.76
10447	1178 - UNION BANK	$ 49.95	PD K9 E-Collar Case(1) 12/18	4268 1/7/22	$ 49.95
10448	1178 - UNION BANK	$ 10.00	Sub/Box/Staff Document Review/Engineering 11/29-12/28	4595 1/7/22	$ 10.00
10449	1178 - UNION BANK	$ 1,500.00	Svc/Quickbase/Bldg/Public Works 12/21	4595(A) 1/7/22	$ 1,500.00
10450	1178 - UNION BANK	$ 638.40	Senior Meals(160) 11/16	5505 1/7/22	$ 638.40
10451	1178 - UNION BANK	$ 1.99	Movie Rental(1)/Sr Center 11/17	5505(A) 1/7/22	$ 1.99
10452	1178 - UNION BANK	$ 1.99	PD Svc/OneDrive/Photo Storage 12/21	5911 1/7/22	$ 1.99
10453	1178 - UNION BANK	$ 182.00	PD Bookends(10 Pr)/Chief's File Room/PD Modernization 12/21	5911(A) 1/7/22	$ 182.00
10454	1178 - UNION BANK	$ 280.14	PD Range Hood(1)/Breakroom/PD Modernization 11/29	7361 1/7/22	$ 280.14

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10455	1178 - UNION BANK	$ 190.00			
			PD Dues/Intl Assoc of Chiefs of Police/CR 2022	7361(A) 1/7/22	$ 190.00
10456	1178 - UNION BANK	$ 190.00			
			PD Dues/Intl Assoc of Chiefs of Police/MT 2022	7353 1/7/22	$ 190.00
10457	1178 - UNION BANK	$ 315.00			
			PD Reg/Field Training Officer/VA 12/1-12/3	7454 1/7/22	$ 315.00
10458	1178 - UNION BANK	$ 268.00			
			PD Reg/Non-Criminal Barricade/SA 3/28	7454(A) 1/7/22	$ 268.00
10459	1178 - UNION BANK	$ 915.96			
			PD Hotel/Peer Support Conference/SM 11/1-11/5	7454(B) 1/7/22	$ 915.96
10460	1178 - UNION BANK	$ 78.30			
			PD Sub/Business Analytics/Reporting Software 12/21	7454(C) 1/7/22	$ 78.30
10461	1178 - UNION BANK	$ 450.00			
			PD Reg/Advanced Peer Support/CB & BM & MC 2/22	7454(D) 1/7/22	$ 450.00
10462	1178 - UNION BANK	$ 147.22			
			W-2 Tax Forms/Envelopes(300)/1099-Tax Forms/Envelopes(200) 11/23	7626 1/7/22	$ 147.22
10463	1178 - UNION BANK	$ 64.60			
			Book(1)/Performance Measurment for Managing Local Govt 11/24	7626(A) 1/7/22	$ 64.60
10464	1178 - UNION BANK	$ 110.00			
			Dues/CA Society of Municipal Finance Officers/DM 2022	7626(B) 1/7/22	$ 110.00
10465	1178 - UNION BANK	$ 110.00			
			Dues/CA Society of Municipal Finance Officers/MB 2022	7626(C) 1/7/22	$ 110.00
10466	1178 - UNION BANK	$ 78.99			
			Sub/Mailchimp Email Distribution/BS 11/21	8283 1/7/22	$ 78.99
10467	1178 - UNION BANK	$ 102.36			
			City Seal Plaque(1) 1/4	8283(A) 1/7/22	$ 102.36
10468	1178 - UNION BANK	$ 355.56			
			2021 Service Award(1) 12/7	8802 1/7/22	$ 355.56
10469	1178 - UNION BANK	$ 29.98			
			Sub/Zoom Video Conferencing/HR 12/8/21-1/7/22	8802(A) 1/7/22	$ 29.98
10470	1178 - UNION BANK	$ 324.53			
			2021 Service Awards(2) 12/9	8802(B) 1/7/22	$ 324.53
10471	1178 - UNION BANK	$ 258.58			
			2021 Service Awards(2) 12/9	8802(C) 1/7/22	$ 258.58
10472	1178 - UNION BANK	$ 48.48			
			2021 Service Award(1) 12/9	8802(D) 1/7/22	$ 48.48
10473	1178 - UNION BANK	$ 107.74			
			2021 Service Award(1) 12/9	8802(E) 1/7/22	$ 107.74
10474	1178 - UNION BANK	$ 63.25			
			2021 Service Award(1) 12/7	8802(F) 1/7/22	$ 63.25
10475	1178 - UNION BANK	$ 176.34			
			2021 Service Award(1) 12/9	8802(G) 1/7/22	$ 176.34

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10476	1178 - UNION BANK	$ 63.25			
			2021 Service Award(1) 12/7	8802(H) 1/7/22	$ 63.25
10477	1178 - UNION BANK	$ 150.80			
			2021 Service Award(1) 12/8	8802(I) 1/7/22	$ 150.80
10478	1178 - UNION BANK	$ 443.79			
			2021 Service Awards(3) 12/10	8802(J) 1/7/22	$ 443.79
10479	1178 - UNION BANK	$ 214.42			
			2021 Service Award(1) 12/9	8802(K) 1/7/22	$ 214.42
10480	1178 - UNION BANK	$ 84.80			
			2021 Service Award(1) 12/9	8802(L) 1/7/22	$ 84.80
10481	1178 - UNION BANK	$ 32.31			
			2021 Service Award(1) 12/9	8802(M) 1/7/22	$ 32.31
10482	1178 - UNION BANK	$ 366.33			
			PD USB Charging Ports(2)/PD Modernization 1/3	8886 1/7/22	$ 366.33
10483	1178 - UNION BANK	$ 70.03			
			PD Poster Frame(1)/PD Modernization 11/19	8886(A) 1/7/22	$ 70.03
10484	1178 - UNION BANK	$ 119.96			
			PD Evidence Bags(60)/Zip Ties(500)/Property & Evidence 11/23	8886(B) 1/7/22	$ 119.96
10485	1178 - UNION BANK	$ 19.14			
			PD Laser Gun Batteries(12) 11/23	8886(C) 1/7/22	$ 19.14
10486	1178 - UNION BANK	$ 153.99			
			PD Svc/DirecTV/MCP 11/21	8886(D) 1/7/22	$ 153.99
10487	1178 - UNION BANK	$ 512.34			
			PD Drug Test Kits(150) 11/29	8886(E) 1/7/22	$ 512.34
10488	1178 - UNION BANK	$ 73.01			
			PD Biohazard Labels(750) 12/6	8886(F) 1/7/22	$ 73.01
10489	1178 - UNION BANK	$ 36.24			
			PD Lumber Crayons(36)/Traffic Operations 12/2	8886(G) 1/7/22	$ 36.24
10490	1178 - UNION BANK	$ 7.53			
			PD Recycling Stickers(6) 12/2	8886(H) 1/7/22	$ 7.53
10491	1178 - UNION BANK	$ 281.67			
			PD Waste/Recycling Cans(3)/Breakroom 12/7	8886(I) 1/7/22	$ 281.67
10492	1178 - UNION BANK	$ 127.49			
			PD Measuring Wheels(3)/Traffic 12/7	8886(J) 1/7/22	$ 127.49
10493	1178 - UNION BANK	$ 27.43			
			PD Address Labels(600) 12/6	8886(K) 1/7/22	$ 27.43
10494	1178 - UNION BANK	$ 7.86			
			PD Lithium Batteries(2) 12/6	8886(L) 1/7/22	$ 7.86
10495	1178 - UNION BANK	$ 54.58			
			Food/Council Meetings 11/15	9656 1/7/22	$ 54.58
10496	1178 - UNION BANK	$ 1,400.00			
			Dues/Intl City Manager Assoc/PG 2022	9656(A) 1/7/22	$ 1,400.00

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10497	1178 - UNION BANK	$ 65.19			
			Dinner(8)/Chili's/Council Meeting 11/22	9656(B) 1/7/22	$ 65.19
10498	1178 - UNION BANK	$ 55.38			
			Food/Holiday Gathering/City Council & Executive Team 11/22	9656(C) 1/7/22	$ 55.38
10499	1178 - UNION BANK	$ 99.00			
			Sub/OC Business Journal Online/PG 12/20/21-12/19/22	9656(D) 1/7/22	$ 99.00
10500	1178 - UNION BANK	$ 14.99			
			Sub/Zoom Video Conferencing/PG 12/5-1/4	9656(E) 1/7/22	$ 14.99
10501	1178 - UNION BANK	$ 16.15			
			Pen Refill(1)/Admin 12/10	9656(F) 1/7/22	$ 16.15
10502	1178 - UNION BANK	$ 2.14			
			Amazaon Membership Fee/Admin/Cancelled 12/6	9656(G) 1/7/22	$ 2.14
10503	1178 - UNION BANK	$ 65.18			
			Envelopes(100)/File Folders(100)/Misc/Admin 12/8	9656(H) 1/7/22	$ 65.18
10504	1178 - UNION BANK	$ 8.61			
			Pens(3)/Admin 12/8	9656(I) 1/7/22	$ 8.61
10505	120801 - ICMA RETIREMENT TRUST - RHS	$ 10,766.25			
			Monthly Retiree Health Savings 1/22	1/22	$ 10,766.25
10506	961 - VANTAGEPOINT TRANSFER AGENTS-108139	$ 1,200.00			
			Deferred Comp/Executive Mgmt 1/22	401a-1/22	$ 1,200.00
10507	1480 - ARCO BUSINESS SOLUTIONS	$ 16,040.34			
			Fuel/Police 12/3-1/2	NP61375535	$ 16,040.34
10508	1480 - ARCO BUSINESS SOLUTIONS	$ 2,422.31			
			Fuel/Maint 12/3-1/2	NP61375535A	$ 2,422.31
10509	1480 - ARCO BUSINESS SOLUTIONS	$ 73.23			
			Fuel/Admin 12/3-1/2	NP61375535B	$ 73.23
10510	1480 - ARCO BUSINESS SOLUTIONS	$ 98.80			
			Fuel/CRPD 12/3-1/2	NP61375535C	$ 98.80
10511	119029 - CALIFORNIA DEPT OF TAX AND FEE ADMINISTRATION	$ 1,757.00			
			Sales & Use Tax Payable 2021	024-605260-2021	$ 1,757.00
10512	100505 - CITY OF CYPRESS-WORKERS COMP	$ 326.66			
			W/C Claims/Prof Svcs/#24730-24759	Reimb 1/21/22	$ 326.66
10513	100505 - CITY OF CYPRESS-WORKERS COMP	$ 7,558.06			
			W/C Claims/Medical/#24730-24759	Reimb(A) 1/21/22	$ 7,558.06
10514	100505 - CITY OF CYPRESS-WORKERS COMP	$ 3,150.64			
			W/C Claims/Perm Disability/#24730-24759	Reimb(B) 1/21/22	$ 3,150.64
58554	639 - 10-8 RETROFIT, INC	$ 747.41			
			Replace/LED Directional Arrow Bar/Unit #103	18151	$ 747.41
58555	1664 - 828FISH INC-SUSHI WORLD	$ 5,580.00			
			Community Plate Hot Meal Program(372 Meals) 12/6-12/31	12/31/21	$ 5,580.00

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58556	102984 - ABBA TERMITE & PEST CONTROL BEE EMERGENCY RESP	$ 115.00			
			Svc/Bee Removal/Manzanita Park 11/9	48189	$ 115.00
58557	106914 - ADMINSURE	$ 3,277.00			
			Workers Comp Claims Admin 1/22	14701	$ 3,277.00
58558	109380 - AFFORDABLE GENERATOR SERVICES, INC	$ 1,827.80			
			Emergency Svc/Replace/Gas Valve/PS #3 11/1	20604	$ 1,827.80
58559	122455 - ALL AMERICAN SIGN CO, INC	$ 242.22			
			Update Banners(4)/Youth Volleyball 1/6	51637	$ 242.22
58560	105442 - ALL CITY MANAGEMENT SERVICE INC	$ 23,530.45			
			Crossing Guard Services(15 Hrs)/Orange & Grindlay 12/12-12/25	74240(A)	$ 339.15
			Crossing Guard Services(30Hrs)/Orange & Grindlay 11/28-12/11	73808(A)	$ 678.30
			Crossing Guard Services(353.71 Hrs) 12/12-12/25	74240	$ 7,997.38
			Crossing Guard Services(642 Hrs) 11/28-12/11	73808	$ 14,515.62
58561	102587 - AMERICAN RENTALS	$ 534.71			
			Rental/Generator/2021 5K/10K Run 10/8-10/11	488364	$ 534.71
58562	100087 - ASBURY ENVIRONMENTAL SVCS	$ 95.00			
			Svc/Used Oil Disposal(450 Gls) 12/17	I500-00784380	$ 95.00
58563	110860 - AT&T	$ 829.60			
			Svc/Internet 12/21	17556966	$ 829.60
58564	110860 - AT&T	$ 1,209.08			
			2481347232-Admin Phone Svc 1/22	1/22	$ 4.73
			W/C Svc/Priority Radio Line 1/5-2/4	1734493178010522	$ 1,204.35
58565	110860 - AT&T	$ 4,212.28			
			9391033694-PW Phone Svc 12/21	12/21(M)	$ 166.16
			9391033695-Civic Center Phone Svc 12/21	12/21(K)	$ 53.70
			9391033698-PW Phone Svc 12/21	12/21(L)	$ 51.09
			Phone Svc/Multi-Line 12/13-1/12	12/13/21-1/12/22	$ 3,941.33
58566	252 - AUTO ZONE, INC	$ 52.78			
			Replace/Oxygen Sensor/Fuel Cap/Unit #143	5521374768	$ 52.78
58567	109354 - B & M LAWN & GARDEN, INC	$ 38.91			
			Flexible Pipe(1 Pc)/Arm Trigger(1) 10/12	531810	$ 38.91
58568	630 - BATTERY SYSTEMS INC	$ 1,342.40			
			Vehicle Batteries(2) 11/23	7176603	$ 206.74
			Vehicle Batteries(2) 12/22	7252134	$ 679.90
			Vehicle Batteries(2) 12/7	7209562	$ 455.76
58569	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	$ 10,320.94			
			Install/Shrubs/Irrigation/Orangewood Ave 11/21	7668070	$ 10,320.94
58570	103141 - CA FORENSIC PHLEBOTOMY, INC	$ 223.30			
			PD Blood/Alcohol Tests(2) 12/21	1837	$ 223.30
58571	111328 - CALIFORNIA BUILDING STANDARDS COMMISSION	$ 450.00			
			Building Standards 10/21-12/21	10/21-12/21	$ 450.00

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58572	103016 - CAMERON WELDING CO	$ 138.00			
			Cylinder Charges 11/21	09226883	$ 68.00
			Cylinder Charges 12/21	09229735	$ 70.00
58573	1921 - CATALAN CONSULTING, LLC	$ 4,167.00			
			Consult/Public Affairs/COVID-19 12/21	1002	$ 4,167.00
58574	110067 - COMLINK LASER CARE	$ 250.64			
			Toner(1)/Finance 1/7	73544	$ 128.91
			Toner(1)/PD 1/5	73554	$ 121.73
58575	1473 - COMMUNITY WORKS DESIGN GROUP, LLC	$ 5,600.00			
			Design/Lexington Park 11/21	14345	$ 5,600.00
58577	115003 - COUNTY OF ORANGE	$ 16,224.51			
			Agreement/Animal Shelter 10/1/21-12/31/21	AC2290030	$ 16,224.51
58578	115003 - COUNTY OF ORANGE	$ 1,104.51			
			PD Svc/OC Automated Telecommunication System 12/21	SH60910	$ 1,104.51
58579	115003 - COUNTY OF ORANGE	$ 1,928.00			
			PD Svc/Automated Fingerprint Identification System 1/22	SH61079	$ 1,928.00
58580	115003 - COUNTY OF ORANGE	$ 1,962.00			
			W/C Svc/Communication Charges/800 MHz 10/1/21-12/31/21	SC13221	$ 1,962.00
58581	1622 - DANIELS TIRE SERVICE, INC	$ 3,144.85			
			Vehicle Tires(3) 12/7	200433487	$ 300.73
			Vehicle Tires(5) 10/12	200429156	$ 736.06
			Vehicle Tires(5) 10/25	200430456	$ 708.72
			Vehicle Tires(5) 11/1	200431029	$ 663.28
			Vehicle Tires(5) 11/17	200431783	$ 736.06
58582	16 - DASH MEDICAL GLOVES, INC	$ 428.63			
			PD Exam Gloves(2K) 12/22	INV1252628	$ 428.63
58583	116854 - DATA TICKET INC-MSB	$ 1,505.91			
			Parking Citation Processing 11/21	132143	$ 1,505.91
58584	1083 - DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC	$ 22,957.80			
			Design/Landscape/Maple Grove & Oak Knoll Parks 11/21	422187	$ 22,957.80
58585	104010 - DEPT OF CONSERVATION-STATE OF CALIFORNIA	$ 2,535.46			
			Strong Motion 10/21-12/21	10/21-12/21	$ 2,535.46
58586	1158 - DIRECTV	$ 175.99			
			W/C Svc/Satellite TV 12/25-1/24	006762204X211226	$ 175.99
58587	755 - DOMEN LAWNMOWER	$ 121.69			
			Chainsaw Chain(20 Inches)/Pruner Blades(2) 12/3	168155	$ 81.69
			Svc/Sharpen Chains(7) 12/3	168155(A)	$ 40.00
58588	122686 - DOMINIC'S RISTORANTE ITALIANO-CESARIO ENTERPRISE	$ 3,495.00			
			Community Plate Hot Meal Program(233 Meals) 12/9-12/31	12/31/21	$ 3,495.00
58589	128844 - EBERHARD EQUIPMENT	$ 323.25			
			Rental/Vacuum Sweeper/Retarding Basin 9/28	16971R	$ 323.25

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58590	1296 - EDCO CNG	$ 1,122.84			
			Natural Gas(242.98 Gls)/Sweepers(2)/Sewer Truck(1) 12/16-12/31	12312021-6	$ 516.82
			Natural Gas(284.92 Gls)/Sweepers(2)/Sewer Truck(1) 12/1-12/15	12152021-6	$ 606.02
58591	104530 - EXPERIAN	$ 77.24			
			PD Credit Reports 12/21	CD2209003900	$ 77.24
58592	110797 - FBINAA	$ 125.00			
			PD Dues/FBI National Academy Assoc/CR 2022	50822-2022	$ 125.00
58593	1997 - FRANK VACCARO WEST COAST OFFICIALS	$ 1,320.00			
			Officials(24 Games)/Youth Basketball 1/20-1/29	1237	$ 1,320.00
58594	1115 - FRONTIER	$ 289.41			
			W/C Svc/Circuit Line 1/13-2/12	1/13/22-2/12/22	$ 289.41
58595	1114 - FRONTIER COMMUNICATIONS OF CA	$ 981.20			
			W/C Svc/Priority Radio Line 1/5-2/4	7002Z403S22005	$ 981.20
58596	889 - FULL SAIL ENTERPRISES, INC	$ 397.26			
			Replace/Graphics/Unit #618	126-2102	$ 331.38
			Update Decals(3)/Unit #640 10/21	126-2103	$ 65.88
58597	1596 - GARON WYATT INVESTIGATIVE SERVICES	$ 675.00			
			PD Svc/Background Check(1) 1/6	2022-BG1	$ 675.00
58598	119018 - GOLDEN STATE WATER COMPANY	$ 23,395.39			
			Svc/Athletic Fields 12/21	12/21(D)	$ 1,123.93
			Svc/Civic Center 12/21	12/21(C)	$ 960.21
			Svc/Community Center 12/21	12/21	$ 34.45
			Svc/Parks Landscaping 12/21	12/21(F)	$ 4,946.94
			Svc/Parkway Maint 12/21	12/21(G)	$ 14,161.33
			Svc/Sr Center 12/21	12/21(E)	$ 587.66
			Svc/Stanton Channel Berm 12/21	12/21(A)	$ 1,130.24
			Svc/Storm Drain 12/21	12/21(B)	$ 450.63
58599	130399 - GOMEZ, GILBERT	$ 139.69			
			Reimb/Safety Shoes 11/29	Reimb 1/21/22	$ 139.69
58600	123002 - GRAINGER	$ 120.63			
			Socket Bits(2)/Pin Punch(1) 10/26	9099310709	$ 55.69
			Toilet Paper Holder(1)/Maint Men's Locker Room 1/7	9171759492	$ 21.65
			Toilet Paper Holders(2)/Maint Men's Locker Room 1/7	9171759484	$ 43.29
58601	1965 - GREENFIELDS OUTDOOR FITNESS, INC	$ 396.52			
			Rubber Hand Grips(10)/Exercise Equipment/Mackay Park 12/21	RP001017	$ 396.52
58602	110815 - GRIFFIN STRUCTURES INC	$ 44,680.39			
			Construct Mgmt/Lexington Park 11/21	GSI-CCSPCM-13	$ 44,680.39

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58603	101982 - HAGEN PLUMBING INC	$ 3,709.79			
			Inspect/Restrooms/City Hall 9/23	91073	$ 169.69
			Repair/Cooling Tower/PD 9/2	90850	$ 287.85
			Repair/Drinking Fountain/Oak Knoll Park 7/7	90334	$ 258.32
			Repair/Drinking Fountain/Tennis Courts 9/14	90956	$ 677.79
			Repair/Water Fountain Valve/Oak Knoll Park 8/12	90625	$ 335.51
			Svc/Clear Plumbing Clog/Comm Center Women's Restroom 9/23	91072	$ 268.38
			Svc/Clear Plumbing Clog/PD Temporary Trailer 7/20	90449	$ 307.75
			Svc/Clear Plumbing Clog/PD Temporary Trailer 8/31	90818	$ 928.00
			Svc/Clear Plumbing Clog/PD Temporary Trailer 8/4	90557	$ 258.50
			Svc/Water Fountain/Evergreen Park 8/13	90640	$ 109.00
			Svc/Water Fountain/Tennis Courts 8/30	90794	$ 109.00
58604	103008 - HARTZOG & CRABILL	$ 2,615.00			
			Svc/Monitor Traffic Signals 11/21	21-0511	$ 2,615.00
58605	6 - HUNTER SECURITY, INC	$ 6,617.25			
			Svc/Restroom & Tennis Court Lockup 10/21	11733	$ 1,340.75
			Svc/Restroom & Tennis Court Lockup 11/21	11736	$ 1,297.50
			Svc/Restroom & Tennis Court Lockup 7/21	11663	$ 1,340.75
			Svc/Restroom & Tennis Court Lockup 8/21	11664	$ 1,340.75
			Svc/Restroom & Tennis Court Lockup 9/21	11665	$ 1,297.50
58606	1771 - INNOVATIVE LOCK SERVICES/DORANTES, DREW K	$ 2,762.93			
			Install/Dead Bolt/Oak Knoll Park Restroom 11/9	INV-0663	$ 419.05
			Install/Door Closer/Comm Center 9/16	INV-0503	$ 955.19
			Install/Door Closer/Mackay Park Restroom 10/22	INV-0650	$ 625.19
			Install/Door Lock/Sr Center 1/6	INV-0702	$ 180.00
			Install/Lock Cylinder/PD Gym 12/16	INV-0694	$ 337.65
			Svc/Program Key Remote/Unit #671	INV-0699	$ 245.85
58607	109117 - INSTANT SIGNS CYPRESS LLC	$ 71.01			
			Vinyl Number Decals(35) 12/22	2767	$ 71.01
58608	100604 - INSTITUTE OF TRANSPORTATION ENGINEERS/IT	$ 335.00			
			Dues/Institute of Transportation Engineers/NM 2022	Dues 2022	$ 335.00
58609	109285 - INTL ASSOC FOR PROPERTY & EVIDENCE INC	$ 65.00			
			PD Dues/Intl Assoc for Property & Evidence/CB 2022	M22-C91731	$ 65.00
58610	103024 - JHM & CARSON SUPPLY	$ 622.77			
			Brass Irrigation Fitting(1)/Couplings(25)/Misc 12/29	73265/3	$ 71.43
			Irrigation Valve(1)/Valve Angle(1)/Misc 11/16	71876/3	$ 224.85
			PVC Pipe(20 Inches)/Nozzles(12)/Misc 12/9	73002/3	$ 111.36
			Sprinkler Heads(3)/Diaphrams(2)/Oak Knoll Park 12/3	72772/3	$ 215.13
58611	107911 - KELLY PAPER COMPANY	$ 689.47			
			Specialty Paper(12.5 Rms) 1/6	10821073	$ 435.58
			Specialty Paper(7 Rms)/Business Card Holders(20) 1/5	10819544	$ 253.89

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58612	125450 - KMBS USA, INC/KONICA MINOLTA	$ 5,203.44			
			Copier Maint(10)/Citywide 10/1/21-12/31/21	9008295785	$ 5,203.44
58613	7 - LACAL EQUIPMENT, INC	$ 738.15			
			Single Control Valve(1)/Sweeper 12/7	0357322IN	$ 738.15
58614	112054 - LAKEWOOD NURSERY	$ 60.30			
			Grass Seed(50 Lbs)/Cedar Glen Park 11/3	12362	$ 60.30
58615	336 - LEXISNEXIS RISK DATA MANAGEMENT, INC	$ 300.00			
			PD Svc/Database 12/21	1538745-20211231	$ 300.00
58616	122069 - LIEBERT CASSIDY WHITMORE	$ 4,545.00			
			HR Dues/OC Employment Relations Consortium 2022	210151	$ 4,545.00
58617	122069 - LIEBERT CASSIDY WHITMORE	$ 114.00			
			Legal Svc/HR Matter #CY020-00001 11/21	208669	$ 114.00
58618	1779 - LINSCOTT, LAW & GREENSPAN, ENGINEERS	$ 44,733.00			
			Svc/Traffic Engineering 10/21	14394-00116	$ 6,564.00
			Svc/Traffic Engineering 11/21	14394-00117	$ 8,006.00
			Svc/Traffic Engineering 7/21	14394-00113	$ 9,672.00
			Svc/Traffic Engineering 8/21	14394-00114	$ 9,965.00
			Svc/Traffic Engineering 9/21	14394-00115	$ 10,526.00
58619	1823 - LITTLE FISHERMEN'S FISH AND CHIPS INC	$ 4,425.00			
			Community Plate Hot Meal Program(295 Meals) 12/13-12/31	12/31/21	$ 4,425.00
58620	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	$ 1,603.66			
			Replace/Battery/Tires(2)/Motor Unit #660	42232-2022	$ 1,603.66
58621	111271 - MAR-CO EQUIPMENT CO	$ 3,758.60			
			Replace/Gutter Broom Motor/Sweeper Unit #137 1/4	183106	$ 809.26
			Single Control Valve Assembly(1)/Hub(1)Sweeper 12/8	182635	$ 752.99
			Single Control Valve Assembly(1)/Sweeper 11/19	182216	$ 549.34
			Sweeper Gutter Brooms(5) 11/4	181862	$ 754.25
			Sweeper Gutter Brooms(5) 12/10	182634	$ 892.76
58622	113056 - MCMASTER CARR SUPPLY CO	$ 553.26			
			Credit/Dry Erase Board(1)/Maint Yard 9/5	64746188	$ (438.99)
			Dry Erase Board(1)/Maint Yard 9/5	64587342	$ 438.99
			Dry Erase Board(1)/Maint Yard 9/9	64668471	$ 438.99
			Reflective Floor Tape(90 Ft) 11/22	68772301	$ 114.27
58623	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	$ 44.00			
			PD Svc/Shooting Range(2) 12/16	1647	$ 44.00
58624	2017 - MINIKUS, SCOTT	$ 572.36			
			Retiree Health Care Benefits 1/22	1/22	$ 286.18
			Retiree Health Care Benefits 2/22	2/22	$ 286.18
58625	122345 - MUSCO SPORTS LIGHTING LLC	$ 950.00			
			Svc/Remote Light Control Link/Oak Knoll & AC Park 2022	358811	$ 950.00

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58626	129724 - NAPA AUTO PARTS/ALAMITOS AUTO PARTS	$ 1,330.22			
			Brake Rotors(4)/Disc Brake Pad(1)/Fuel Filter(1)/Misc 12/21	401915	$ 520.25
			Brake Rotors(4)/Wiper Blades(5)/Misc 10/25	397681	$ 482.86
			Drip Pans(8) 11/19	399746	$ 216.97
			Serpentine Belt(1)/Wiper Blades(2)/V-Belt(1) 11/3	398434	$ 110.14
58627	985 - NATIONAL AUTO FLEET GROUP	$ 39,145.58			
			PD Ford Explorer SUV(1)/Unit #619	WF2857	$ 39,145.58
58628	1072 - NATIONAL TRAINING CONCEPTS, INC	$ 300.00			
			PD Cancellation Fee/Firearm & Tactical Rifle Course(2) 1/11-1/13	22-003	$ 300.00
58629	672 - O'REILLY AUTO PARTS	$ 1,246.50			
			Antifreeze(6 Gls)/Air Filter(1) 10/26	3078-278920	$ 175.17
			Fan Blower Motor(1)/Oil Filters(2) 12/23	3078-291755	$ 199.18
			Finance Charge Fees 11/28	SC03947799	$ 4.01
			Finance Charge Fees 12/28	SC03966106	$ 7.22
			Motor Oil (25 Qts)/Taillight Cover(1)/Bulb(1)/Misc 12/14	3078-288488	$ 177.46
			Oil Filter(1)/Cabin Filter(1)/Light Bulb(1) 11/4	3078-280820	$ 63.43
			Power Window Switch(1)/Hydraulic Lift Support(1)/Misc 10/19	3078-277012	$ 102.41
			Repair/Blower Motor/Unit #120	3078-279238	$ 53.50
			Repair/Taillights/Unit #118	3078-282322	$ 97.09
			Replace/Fan Blower Motor/Unit #609	3078-291745	$ 116.27
			Replace/Solenoid/Unit #140	3078-278712	$ 70.31
			Replace/Starter/Unit #699	3078-285468	$ 160.48
			Wiper Fluid(4 Gls)/Oil Filters(3) 12/14	3078-290355	$ 19.97
58630	1972 - OCLA CONSTRUCTION & ENGINEERING	$ 44,113.25			
			Final/Construct/Sr Center Restroom Improvements 12/21	5-12/21	$ 44,113.25
58631	828 - PACIFIC RIM AUTOMATION INC	$ 1,629.30			
			Svc/Maint/Pump Station Monitoring System 11/2	10043	$ 754.30
			Svc/Update/Pump Station Monitoring System 12/6	10066	$ 875.00
58632	129575 - PARKHOUSE TIRE INC	$ 636.87			
			Svc/Tire Disposal(13) 10/5	1020247187	$ 84.50
			Svc/Tire Disposal(13) 11/1	1020248326	$ 78.00
			Sweeper Tire(1)/Trailer Tire(1) 10/27	1020248103	$ 474.37
58633	308 - PENSKE CHEVROLET OF CERRITOS	$ 932.60			
			Replace/Throttle Sensor/Unit #135	268022	$ 302.27
			Throttle Body(1)/Timing Sensors(2)/Smog Valves(2) 11/22	267817	$ 630.33
58634	937 - PET WASTE ELIMINATOR	$ 3,055.27			
			Pet Waste Bags(137.6K) 11/30	43079382	$ 3,055.27
58635	484 - QUADIENT LEASING USA, INC-MAILFINANCE INC-HASLER	$ 244.73			
			Lease/Postage Meter 11/1/21-1/31/22	N9202625	$ 244.73

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58636	109096 - S.C. SIGNS & SUPPLIES, LLC	$ 5,968.22			
			Street Sign Hardware(805 Pcs)/Brackets(5) 10/14	221841	$ 511.54
			Street Signs(87)/Sign Posts(10)/Anchors(10) 10/14	221842	$ 4,533.26
			Traffic Paint(30 Gls)/Markers(10) 11/2	222360	$ 923.42
58637	111301 - S.C. YAMAMOTO, INC	$ 39,199.39			
			Install/Mulch(213 Tons)/Park 12/21	1414718(A)	$ 3,195.00
			Install/Mulch(450 Tons)/Right of Way 12/21	1414717(A)	$ 6,750.00
			Svc/Landscape/Citywide 12/21	1414718	$ 14,820.00
			Svc/Landscape/Right of Way & Berm 12/21	1414717	$ 14,434.39
58638	1975 - SAFELITE FULFILLMENT INC	$ 330.70			
			Replace/Windshield/Unit #802	05074-272644	$ 330.70
58639	106893 - SAFESHRED	$ 35.00			
			W/C Svc/Shredding 12/21	329345	$ 35.00
58640	100630 - SAWYER, THADDEUS	$ 50.00			
			Reimb/Class B License 1/7	Reimb 1/21/22	$ 50.00
58641	1638 - SENOR BIG ED JAVIER CORONADO	$ 4,380.00			
			Community Plate Hot Meal Program(292 Meals) 12/14-12/31	12/31/21	$ 4,380.00
58642	1273 - SESAC INC-SOCIETY OF EUROPEAN STAGE AUTHOR-COMP(	$ 1,025.00			
			Music License/Concerts on the Green 1/1/22-12/31/22	10532547	$ 1,025.00
58643	1974 - SIEMENS MOBILITY INC YUNEX LLC	$ 2,430.00			
			Replace/Traffic Control Malfunction Mgmt Unit/Moody 11/15	5610279307	$ 1,215.00
			Replace/Traffic Control Malfunction Mgmt Unit/Valley View 11/15	5610279308	$ 1,215.00
58644	165 - SKYLINE SAFETY & SUPPLY-PATRICIA SONTAG	$ 546.64			
			Disposable Gloves(20K) 12/2	6584	$ 235.89
			Disposable Gloves(2K) 1/10	6653	$ 234.81
			Work Gloves(12 Pr) 1/5	6644	$ 75.94
58645	119051 - SMART & FINAL (REC & PARKS)	$ 92.83			
			Food/Holiday Sing 12/1	20008703	$ 31.44
			Food/Playground/Kids Night Out 12/16	20002303	$ 13.07
			Supplies/Holiday Sing 12/1	20008703(A)	$ 35.52
			Supplies/Playground/Kids Night Out 12/16	20002101	$ 12.80
58646	108459 - SMART & FINAL-POLICE ACCT	$ 148.86			
			PD Hot Cups(300)/Investigations Unit 12/8	30008501	$ 31.72
			PD Supplies/Records 12/21	30012901	$ 54.06
			Supplies/PD Breakroom 12/8	30001904	$ 63.08
58647	119016 - SO CAL EDISON	$ 91,231.61			
			700003851853 Svc/Parkways 12/21	12/21(E)	$ 556.57
			700351486618 Svc/Willow Park 12/21	12/21(F)	$ 390.99
			700370018870 - Svc/Traffic Signal 12/21	12/21(C)	$ 109.32
			700428641933 Svc/Mackay Park 12/21	12/21(B)	$ 101.14
			700564248438 Svc/Traffic Signals 12/21	12/21(D)	$ 2,695.30
			Svc/Citywide 11/12-12/13	11/12-12/13/21	$ 87,378.29

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58648	1416 - SOUTH BAY FORD INC	$ 40.09			
			Valve(1)/Bolts(2) 10/26	355066	$ 40.09
58649	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	$ 50.00			
			PD Svc/Shredding 12/20	186503	$ 50.00
58650	125888 - SPARKLETTS	$ 80.08			
			Comm Center Bottled Water 12/21	4104724 12/21	$ 11.44
			PD Bottled Water 12/21	4104648 12/21	$ 28.60
			Print Shop Bottled Water 12/21	4105217 12/21	$ 5.20
			W/C Bottled Water 12/21	4089647 12/21	$ 34.84
58651	1241 - SPECTRUM SECURITY GROUP LLC	$ 27.48			
			Keys(3)/PD 10/20	R14345	$ 27.48
58652	1604 - SPEEDY FIX INC	$ 44,550.25			
			Construct/Park Enhancements 12/21	3-12/21	$ 44,550.25
58653	109248 - STAPLES CREDIT PLAN-POLICE	$ 72.36			
			PD Certificate Holders(48) 12/6	2976931421	$ 72.36
58654	122963 - STERICYCLE INC	$ 41.27			
			PD Med Waste Removal 1/22	3005837441	$ 41.27
58655	455 - STORETRIEVE, LLC	$ 194.36			
			File Storage/Retrieval 12/21	0170703	$ 194.36
58656	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	$ 6,776.00			
			Svc/Graffiti Removal/Streets & Parks 12/21	17224	$ 6,776.00
58657	1133 - SWAGIT PRODUCTIONS, LLC	$ 695.00			
			Svc/Video Stream/Council Meetings 12/21	19471	$ 695.00
58658	111700 - SWRCB-STATE WATER RESOURCE CONTROL BOARD	$ 17,666.00			
			Permit Fee/NPDES/Storm Drain 10/1/21-9/30/22	SW0223078	$ 17,666.00
58659	115076 - TELL STEEL	$ 147.96			
			Replace/Metal Panel/Trailer Unit #209	21-0097903	$ 147.96
58660	588 - THE COUNSELING TEAM INTERNATIONAL	$ 1,285.00			
			PD Svc/Employee Counseling 12/21	81058	$ 1,000.00
			W/C Svc/Employee Counseling 12/21	81124	$ 285.00
58661	120010 - TIFFANYS GLASS & MIRROR	$ 500.00			
			Svc/Reset Glass Windows(5)/Library 10/13	127505	$ 500.00
58662	109042 - TIME WARNER CABLE/SPECTRUM	$ 1,888.63			
			W/C Svc/CAD/RMS Ethernet Connection 1/4-2/3	0026082010522	$ 1,373.63
			W/C Svc/Internet 12/31-1/30	0307955123121	$ 515.00
58663	110602 - TK ELEVATOR CORP THYSSENKRUPP ELEVATOR	$ 481.37			
			Svc/Elevator Maint 1/1/22-3/31/22	3006369905	$ 481.37
58664	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	$ 1,909.00			
			Svc/Clear Plumbing Clog/Evergreen Park 11/18	49843	$ 644.00
			Svc/Clear Plumbing Clog/PD 11/2	49525	$ 725.00
			Svc/Clear Plumbing Clog/PD Temporary Trailer 10/21	49442	$ 540.00

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58665	105052 - TOPAZ ALARM CORP.	$ 279.00			
			Monitor Pumps 1/22	137910	$ 60.00
			Monitor Pumps 11/21	137464	$ 60.00
			Monitor Pumps 12/21	137689	$ 60.00
			Svc/Diagnose/PD Evidence Freezer Alarm 1/4	138084	$ 99.00
58666	591 - TRC-VALI COOPER AND ASSOCIATES, INC	$ 17,683.00			
			Inspect/Park Enhancements/Citywide 11/21	35178	$ 6,688.00
			Inspect/Sewer Improvements/Lexington Park 11/21	35180	$ 3,114.00
			Inspect/Sewer Improvements/Lexington Park 12/21	35537	$ 2,249.00
			Inspect/Various Non-CIP Engineering Permits 12/21	35536	$ 5,632.00
58667	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	$ 205.00			
			PD Svc/Polygraph(1) 12/21	CYPD-2021/12	$ 205.00
58668	128063 - U S ARMOR CORPORATION	$ 635.36			
			PD Ballistic Vest(1)/AGonzalez-Ramirez	35787	$ 635.36
58669	1333 - UC REGENTS-IRVINE	$ 1,400.00			
			PD Svc/Assault Exam/DR #21-02314 9/29	21575	$ 700.00
			PD Svc/Assault Exam/DR #21-02644 10/25	21579	$ 700.00
58670	127207 - UNDERGROUND SVS ALERT OF SO CA	$ 115.60			
			Svc/DigAlert Tickets 12/21	1220210202	$ 115.60
58671	1139 - UNIFIRST CORP	$ 772.89			
			Uniforms/Mats/Mops/Towels 11/21	11/21	$ 465.45
			Uniforms/Mats/Mops/Towels 12/21	12/21	$ 307.44
58672	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 1,181.45			
			Uniform & Safety Gear/PD Trainees MZepeda & NPanella	6079	$ 650.87
			Uniform/PD Aide BRosete	6078	$ 530.58
58673	100308 - UNITED MAINTENANCE SYSTEMS	$ 31,377.91			
			Svc/Janitorial/Citywide 11/21	15062	$ 5,015.00
			Svc/Janitorial/Citywide 12/21	15091	$ 5,215.00
			Svc/Janitorial/Park & Rec Facilities 11/21	15065	$ 4,394.50
			Svc/Janitorial/Park Restrooms(7) 12/21	15093	$ 4,945.50
			Svc/Refinish Floors/Comm Center & Sr Center 12/21	15094	$ 5,282.91
			Svc/Weekend Enhanced Cleaning/Civic Center & Maint 11/21	15063	$ 6,525.00
58674	122465 - US BANK	$ 4,839.75			
			Interest/Business Assessment District 3/22	1900054	$ 4,839.75
58675	128320 - WEST-LITE SUPPLY CO INC	$ 944.59			
			Ceiling Light Bulbs(120)/City Hall 12/13	75408C	$ 261.83
			Replace/LED Lamps(2)/Laurel Park 11/10	75151C	$ 305.96
			Replace/LED Lamps(2)/Veterans Park 12/13	75408C(A)	$ 376.80
58676	1962 - WEX HEALTH INC-WEX	$ 75.00			
			Admin Fee/FSA 12/21	0001460922IN	$ 75.00

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58677	101980 - WORTHINGTON FORD	$ 10,587.53			
			Exhaust Sensors(2)/Retainer(1) 11/16	5133279	$ 115.28
			Ignition Coils(3)/Sensor(1)/Misc 10/26	5131821	$ 363.06
			Ignition Coils(7)/Spark Plugs(6) 12/1	5134250	$ 363.88
			Replace/Injector/Unit #645	5131045	$ 40.73
			Replace/Rear Brake Line/Unit #664	123084/1	$ 2,981.26
			Replace/Rear Suspension/Unit #664	5132242	$ 264.22
			Replace/Rear View Mirror/Unit #103	5132672	$ 32.13
			Replace/Selector Shaft/Unit #634	5132263	$ 328.42
			Replace/Temperature Sensor/Unit #621	5132255	$ 59.47
			Replace/Transmission/Unit #640	122683/1	$ 5,561.86
			Sensors(4) 1/3	5135724	$ 214.90
			Temperature Sensors(3)/Sensor(1)/Door Handles(2) 12/7	5134589	$ 262.32
58678	0 - DE PAZ , JORGE	$ 26.00			
			Refund/Class Changes/Karate	Rfd 1/21/22	$ 26.00
58679	0 - FIGUEROA, GUILLERMINA	$ 43.14			
			Refund/Citation #CP465218	Rfd 1/21/22	$ 43.14
58680	0 - FOZ, APRILLE	$ 104.00			
			Refund/Karate 1/12-2/9	Rfd 1/21/22	$ 104.00
58681	0 - HUXFORD, LINDSEY	$ 676.00			
			Refund/Facility Rental/Contract #5444	Rfd 1/21/22	$ 676.00
58682	0 - MEDINA, AMIRA	$ 67.00			
			Refund/Gymnastics 3/3-3/24	Rfd 7/21/22	$ 67.00
58683	0 - MELIA HOMES	$ 69,375.86			
			Refund/Consultant Fees/Cypress Town Center	Rfd 1/21/22	$ 69,375.86
58684	0 - PANDE, SHIVANGI	$ 1,342.00			
			Refund/Facility Rental/Contract #5265 & #5362	Rfd 1/21/22	$ 1,342.00
58685	0 - ROSALES POOL & SPA CONSTRUCTION	$ 500.00			
			Refund/Pool Bond/11555 Java Street	Rfd 1/21/22	$ 500.00
58686	119018 - GOLDEN STATE WATER COMPANY	$ 11,837.46			
			Svc/Athletic Fields 11/21	11/21(A)	$ 143.58
			Svc/Maint Yard Landscaping 10/21	10/21(I)	$ 872.83
			Svc/Parks Landscaping 10/21	10/21(H)	$ 3,056.83
			Svc/Parkway Maint 10/21	10/21(J)	$ 4,908.48
			Svc/Parkway Maint 11/21	11/21	$ 1,749.62
			Svc/Stanton Channel Berm 10/21	10/21(K)	$ 826.98
			Svc/Storm Drain 11/21	11/21(B)	$ 279.14
58687	0 - SOROPTOMIST INTERNATIONAL OF CYPRESS	$ 300.00			
			Refund/Annual Facility Deposit/Contract #4526	Rfd 6/25/21	$ 300.00
58688	128813 - CYPRESS LOCK AND SAFE	$ 45.79			
			Recreation Keys(5) 6/17	21454	$ 45.79

City of Cypress
Payment Register
01/08/22-01/28/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
58689	851 - THE UPS STORE, #5882	$ 20.00			
			Svc/Fingerprints(1)/City 10/20	11/7/20	$ 20.00
58690	734 - CYPRESS YOUTH BASEBALL	$ 6,700.00			
			Reissue/Reimb/Install/Scoreboards(2)/Oak Knoll Park	Reimb 1/27/22	$ 6,700.00
57021	851 - THE UPS STORE, #5882	$ (20.00)			
			Svc/Fingerprints(1)/City 10/20	11/7/20	$ (20.00)
57144	0 - SOROPTOMIST INTERNATIONAL OF CYPRESS	$ (300.00)			
			Refund/Annual Facility Deposit/Contract #4526	Rfd 6/25/21	$ (300.00)
57169	128813 - CYPRESS LOCK AND SAFE	$ (45.79)			
			Recreation Keys(5) 6/17	21454	$ (45.79)
58379	119018 - GOLDEN STATE WATER COMPANY	$ (11,837.46)			
			Svc/Athletic Fields 11/21	11/21(A)	$ (143.58)
			Svc/Maint Yard Landscaping 10/21	10/21(I)	$ (872.83)
			Svc/Parks Landscaping 10/21	10/21(H)	$ (3,056.83)
			Svc/Parkway Maint 10/21	10/21(J)	$ (4,908.48)
			Svc/Parkway Maint 11/21	11/21	$ (1,749.62)
			Svc/Stanton Channel Berm 10/21	10/21(K)	$ (826.98)
			Svc/Storm Drain 11/21	11/21(B)	$ (279.14)
58443	734 - CYPRESS YOUTH BASEBALL	$ (6,995.00)			
			Reimb/Install/Scoreboards(2)/Oak Knoll Park	Reimb 12/22/21	$ (6,995.00)
Total EFTs		$ 62,286.52			$ 62,286.52
Total Warrants		735,915.18			735,915.18
Transfer to Payroll (W1466)		727,954.08	Payroll 12/24/21-01/07/22		727,954.08
Transfer to Payroll (W1467)		664,360.78	Payroll 01/07/22-01/21/22		664,360.78
Grand Totals		$ 2,190,516.56			$ 2,190,516.56

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **17.**

FROM: Peter Grant, City Manager

DATE: 02/14/2022

SUBJECT: **Overview of City Purchasing Policies, Practices and System**

RECOMMENDATION

Receive an overview of the City's purchasing policies, practices and system.

DISCUSSION

At the January 24 City Council meeting, Council Member Marquez requested an overview of the City's purchasing policies and procedures be presented at a future City Council meeting.

The Finance department will present an overview of the City's purchasing system, processes and requirements.

Purchasing Overview

Effective public procurement systems benefit governments, citizens and private enterprises. A highly-functioning public purchasing system results in receiving the best value for government monies, expanded public trust, reduced budget pressures and benefits to the private sector and its employees.

Municipal Code Chapter 21A establishes Cypress' purchasing system. Each department is responsible for the procurement of its goods and services, and the Finance department reviews and monitors all purchases to ensure compliance. The City invests considerable time and effort to comply with City Council-established purchasing practices and procedures. The City is committed to a rigorous purchasing system that ensures an open, competitive, transparent process for all procurements.

The City's purchasing system and practices are assessed each year as part of the annual audit. The City's outside auditors test internal controls and review compliance with the purchasing policies. The audit has never identified an instance of non-compliance nor mismanagement. The City's shrewd financial practices have resulted in special recognition for financial reporting from the Government Finance Officers Association for 35 consecutive years and have been recognized by retired State Senator Moorlach twice as Orange County's most financially sound city. Employees throughout the organization are, justifiably,

proud of these accomplishments and embrace the responsibility that comes with managing public tax dollars efficiently and effectively.

Options for Direction
The City Council may consider the following direction through its Strategic Plan:

- A third-party review of the purchasing system with recommendations to update and modernize.
- Re-establish the full-time Purchasing Manager position that was eliminated in the mid-1990's as a cost saving measure.
- Make no changes to the system.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **18.**

FROM: Jon Peat, Council Member

DATE: 02/14/2022

SUBJECT: City Council Discussion Regarding Placing a Resolution to Censure Council Member Marquez for Disclosure of Closed Session Information on an Upcoming City Council Agenda

---

RECOMMENDATION

Council Member Peat recommends the City Council discuss placing a Resolution to Censure Council Member Marquez for disclosure of closed session information on an upcoming City Council agenda.

DISCUSSION

This item has been placed on the agenda by Council Member Peat, who will provide a verbal report.

California Government Code Section 54963 establishes that it is a violation of the Brown Act for any person to disclose confidential information acquired in a closed session. This section enumerates several nonexclusive remedies available to punish persons making such disclosures and to prevent future disclosures. California Government Code Section 54963 defines “confidential information” to mean a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter.

California Government Code Section 54963 also establishes that violations may be addressed by the use of such remedies as are currently available by law, including, but not limited to: (1) Injunctive relief to prevent the disclosure of confidential information; (2) Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section; (3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grand jury.

It is not a violation of California Government Code Section 54963 to: (1) Make a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to a district attorney or grand jury that are necessary to

establish the illegality of an action taken by a legislative body of a local agency or the potential illegality of an action that has been the subject of deliberation at a closed session if that action were to be taken by a legislative body of a local agency; (2) Express an opinion concerning the propriety or legality of actions taken by a legislative body of a local agency in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action; or (3) Disclose information acquired by being present in a closed session that is not confidential information. California Government Code Section 54963 does not prohibit disclosures under the whistleblower statutes contained in Section 1102.5 of the Labor Code or Article 4.5 (commencing with Section 53296) of Chapter 2 of the California Government Code.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager