



AMENDED AGENDA

REGULAR MEETING CYPRESS CITY COUNCIL

April 11, 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. 1

PUBLIC PARTICIPATION

Members of the public may participate in this meeting as follows:

1. Attend In-Person. First-come, first-served seating is available in the Council Chambers. Face coverings are strongly recommended and all in-person attendees 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/7338119035756158221> 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 (562) 247-8422 and entering Access Code 384-497-315 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 April 11, 2022 will be added to the City Council agenda as a Consent Calendar item.

CALL TO ORDER

6:30 P.M.

Executive Board Room

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 April 11, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) of Government Code Section 54956.9: (One case).

Claim by Californians for Homeownership

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 Cottonwood Church

The City Council does not endorse the content of the invocation and does not endorse the invitational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invitational 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

Cypress School District Employees of the Year

Introduction of New City Employees

Recognition of Outgoing Commissioner Sherre Yurenko

National Public Safety Telecommunications Week Proclamation

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 April 11, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

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.

1. Receive and File Public Comments Submitted for the April 11, 2022 City Council Meeting

Prepared by: Alisha Farnell, City Clerk

Recommendation: Receive and file submitted public comments.

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

3. Approve Minutes - Meetings of February 28, 2022 and March 8, 2022

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve as submitted.

4. Approve Filling a Vacancy on the Senior Citizens Commission through the 2022 Commissioner Recruitment

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve filling a vacancy on the Senior Citizens Commission through the 2022 Commissioner recruitment.

5. Approve Plans and Specifications and Award a Contract for Tree Planting, Project 304

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve plans and specifications for Tree Planting, Project 304; and

2. Award a contract to West Coast Arborists, Inc. of Anaheim, CA for \$80,325, and authorize a contingency of \$8,000.

6. Approve a Task Order for a Sewer System Management Plan Audit

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve a Task Order to AKM Consulting Engineers for \$33,070 for engineering services to audit the Sewer System Management Plan and authorize a \$4,900 contingency.

7. Award an On-Call Contract and approve a Task Order for Landscape Inspection Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Award a contract service agreement for on-call landscape inspection services to Richard Fisher Associates; and
2. Approve a task order not to exceed \$100,800 to Richard Fisher Associates to provide landscape inspection services for ongoing maintenance of established landscape and trees in the City's medians, parkways and park facilities; and
3. Approve a \$25,200 budget appropriation transfer from personnel costs to contract landscape services in FY 2021-22 in the General Fund (\$22,700) and City Central Services Fund (\$2,500).

8. Receive the Annual Solid Waste Franchise Consumer Price Index Rate Adjustment

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Receive the Annual Solid Waste Franchise Consumer Price Index Rate Adjustment.

9. Proclaim the Week of April 10-16, 2022 as National Public Safety Telecommunicators Week

Prepared by: Alisha Farnell, City Clerk

Recommendation: Proclaim the week of April 10-16, 2022 as National Public Safety Telecommunicators Week.

10. Approve Register of Warrants, Transfers, and Wires Issued for the Period of March 12, 2022 through March 25, 2022

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

Recommendation: Approve the attached payment register summarized below for the period of March 12, 2022 through March 25, 2022:

- Electronic Funds Transfers 10701 through 10846
- Warrants 59011 through 59128
- Payroll Transfers W1471

NEW BUSINESS

11. Receive a Presentation on the Cypress Citizens Academy

Prepared by: Peter Grant, City Manager

Recommendation: Receive a presentation on the Cypress Citizens Academy.

ITEMS FROM CITY COUNCIL MEMBERS

12. Discuss Placing an Item on a Future Agenda to Take a Closer Look at the Termination Clauses in the Valley Vista Contract

Agendized by: Frances Marquez, Council Member

Recommendation: Discuss and provide direction.

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 April 11, 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, April 25, 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 8th day of April, 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: Alisha Farnell, City Clerk

DATE: 04/11/2022

SUBJECT: Receive and File Public Comments Submitted for the April 11, 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: [Stephen C](#)
To: [City Clerk](#)
Cc: [AAA Cherrilyn Quiec Cheng](#)
Subject: Public Comment Submission, Cypress Council Meeting 4/11/2022
Date: Monday, April 11, 2022 9:14:48 AM
Attachments: [Letter to Cypress City 20220411.pdf](#)

Dear Cypress City Council,

Attached you will find my letter of public comment in regards to the construction of public restrooms at North Maple Grove Park, for which we are strongly opposed to.

Sincerely,

Stephen Cheng

Stephen Cheng
6265 Aruba Ct
Cypress, CA 90630

Cypress City Council
5275 Orange Ave
Cypress, CA 90630

To the members of the Cypress City Council,

My family and I have been residents of Cypress since 2008. Just a few minutes-walk from our house, North Maple Grove Park is the neighborhood park our family uses and plays at. In all those years, we and our neighbors have never had the need for public restrooms at this park. We are extremely disappointed to learn that the City voted to construct public restrooms at North Maple Grove Park without the input of the neighbors that this decision directly affects. We are **STRONGLY OPPOSED** to this decision.

- First and foremost, North Maple Grove Park is a neighborhood park. It is NOT a location where people spend half the day or more there, and certainly not to the point where bathrooms are necessary.
- With a relatively small play structure and only a few tables, the park clearly does not have the size and capacity to even warrant bathrooms and its location.
- Park restrooms attract vandalism, vagrant use, illicit drug use, and maintenance issues.
- As such, this would create a safety concern for children in our neighborhood. School buses pick up/drop off K-8 kids at the park. Many kids in our neighborhood walk to and from the park unsupervised.

Plainly speaking, we strongly believe the use of city funds to build public restrooms where they are not needed is an extreme misuse of money. If the City is looking for better ways to use the funds, we would suggest:

- Upgrades to North Maple Grove Park, such as the play structure, refurbishing the picnic tables, adding canopies/shade to the play structure to encourage kids to be outdoors during the harsh summer days, and refurbishing the basketball court.
- Use the funds to provide subsidies to Cypress residents for activities and classes offered by the Cypress Recreation Center.
- Provide stimulus or grants for Cypress residents to purchase compost bins to encourage and support California's new compost law to reduce emissions of short-lived climate pollutants (Senate Bill 1383).

We know that we do not speak for ourselves, but that many others in our neighborhood are strongly against the building of public restrooms at our park. **We alongside others in our community strongly believe the City's decision was not made in the best interest of the neighborhood and of those who actually use and enjoy the park.** Such actions will not only create safety concerns that did not exist before, but also divert funds away from projects that are actually needed and can better serve the Cypress community.

Thank you for your service. Let's work together to continue making Cypress a great city to live in!

A handwritten signature in black ink, appearing to read 'Stephen Cheng', written in a cursive, flowing style.

Stephen Cheng

From: [Johnnie Strohmyer](#)
To: [City Clerk](#)
Subject: Park restrooms
Date: Monday, April 11, 2022 11:05:07 AM
Attachments: [Cypress City Council letter.pdf](#)

Thank you Alisha for sharing this with our council.
I hope you can read it.

PUBLIC COMMENTS!!!!!!!!!!!!!!

Johnnie Strohmyer
6329Dominic Ave.
Cypress, Ca.

714-366-3652

NO BATHROOM!!!!

AT NORTH MAPLE GROVE PARK

The City passed a vote to construct a restroom at our neighborhood park. Most neighbors feel that this is not necessary and could bring a lot of problems to our park and neighborhood. We are disappointed that the City decided to hold a vote without neighborhood input.

- This is a neighborhood park not a City destination where people spend half or all day
- School buses pickup/dropoff K-8 kids at the park
- Many kids walk to and from the park without parents
- We should not need to worry about a child being isolated into a public restroom
- Park restrooms bring vandalism, vagrant usage, maintenance issues, drug use, etc

If you agree please fill and detach the lower portion and drop off at
6411 Cantiles Ave by 8am Monday 4/11/22

We plan to deliver these protest signatures and speak at the council meeting Monday 4/11/22 at 7pm.

Thank you.

Office of the City Clerk
Cypress City Hall
5725 Orange Ave
Cypress, CA 90630

Date: April 10, 2022

Re: Protest of restroom construction at North Maple Grove Park

I am writing to protest the restroom construction at North Maple Grove Park.

My address is: 6329 Dominica Ave. Cypress CA 90630

Name of owner or tenant of the property: Johnnie Strohmeyer

☒ Owner or ☐ Tenant

Please record my protest of the restroom construction at North Maple Grove Park.

Signature: Johnnie Strohmeyer Johnnie

My husband and I have lived here since before the park was started. A bathroom is such a bad idea for here in so many ways. We have had other Council look into this and after research they decided No! There are so many things I would like to share.

714-366-3652

From: [Jules z](#)
To: [City Clerk](#)
Subject: NO RESTROOMS(North Maple Grove park!!)
Date: Monday, April 11, 2022 11:13:02 AM

Public comment:

How can you vote to approve a bathroom WITHOUT community input? SHAME council member Peat! My family of 5 strongly opposes bathrooms at the park. From my own observations with bathrooms at the parks, there is drug use, transient shelter, and prostitution. My mother recently attempted to use a restroom in a park and ran when she discovered a line of guys waiting to be "sexually serviced" by a women on a cot at the restroom door. Does the police chief live in LALA land for him to say it's not a safety issue? My husband is a cop and was very upset with this news because he KNOWS there are issues that arise with enclosed areas such as a restroom in a park. I also find it hard to believe the city will send an employee to lock the restroom at night and clean the restrooms on a regular basis. OPPOSE RESTROOM AT NORTH MAPLE GROVE PARK!!

From: [Meghan Stephan](#)
To: [City Clerk](#)
Subject: Comments for 4/11/22 Meeting -
Date: Monday, April 11, 2022 2:58:23 PM

Hello,

Please do not put a bathroom at maple grove north park . It is a smaller neighborhood community with a ton of families that live any play there all through out the day. Due to the homeless problem , we do not unwanted guests leaving needles and condoms.

I personally have seen port a potties in the neighborhood- while homes are being worked on - with homeless using them at all hours of the night . Leaving unsafe harmful needles , condoms, trash for our neighborhood .

There are plenty of other places in Cypress to put in a bathroom . There are very few team practices at our Park to put in a bathroom. The lights don't even work at the park. Please spend city money on other places for bathrooms.

Thank you,

Meghan Brown
Mother of 2 young Children
Home owner



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

3.

FROM: Alisha Farnell, City Clerk

DATE: 04/11/2022

SUBJECT: Approve Minutes - Meetings of February 28, 2022 and March 8, 2022

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

February 28, 2022 City Council Meeting Minutes

March 8, 2022 Special City Council Meeting Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
FEBRUARY 28, 2022
6:00 P.M.

A regular meeting of the Cypress City Council was called to order at 6:00 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 Paulo 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
City Clerk Alisha Farnell

ORAL COMMUNICATIONS

None.

CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Youngsma, et al. v. Cypress School District, et al.
Case No. 30-2021-01220176-CU-EI-CXC
Orange County Superior Court

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(d)(2)
Significant exposure to litigation – one potential case
Claim of California Voting Rights Act violation from Southwest Voter Education Project

Mayor Morales recessed the meeting at 6:02 p.m.

RECONVENE

Mayor Morales reconvened the City Council meeting at 7:03 p.m.

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

STAFF PRESENT

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

PLEDGE OF ALLEGIANCE Council Member Minikus led the Pledge of Allegiance.

INVOCATION Father Binh Nguyen, St. Irenaeus Catholic Church, led the Invocation.

REPORT OF WORKSHOP AGENDA/CLOSED SESSION

The City Attorney reported that the City Council met in Closed Session regarding the first item listed on the agenda, Conference with Legal Counsel - existing litigation, the matter of Youngsma, et al. v. Cypress School District, et al. He further reported that the City Council received a briefing on the status of the litigation and no reportable action was taken.

Regarding the second Closed Session item listed on the agenda, namely Conference with Legal Counsel, one item of anticipated litigation under the heading significant exposure to litigation, a claim of California Voting Rights Act violation from Southwest Voter Education Project. He stated the City Council held a discussion and no further reportable action was taken.

PRESENTATION

The Mayor provided introductory comments and introduced OC Human Relations. Mr. Don Han and Ms. Maureen Dadabhoy of OC Human Relations provided a presentation on the hate crime reporting program and services available to Cypress residents.

The Chief of Police introduced Officer Sirigos and Officer Ceja.

Howard Kummerman from Cypress College Foundation provided an update on the 47th Annual Americana Awards and introduced Cypress Citizen of the Year Loree Erpelding.

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

Steve Correa, Cypress, spoke regarding the California Voting Rights Act challenge.

Kathleen Wiedel, OC Breeze, spoke regarding upcoming events in Orange County.

Amy Behen, Buena Park, spoke as the president of Cypress Girls Softball League in support of Agenda Item No.12.

Bonnie Peat, Cypress, spoke on behalf of the Woman's Club of Cypress regarding recent achievements of the club.

Katie Shapiro, Cypress, spoke regarding anti-Semitism propaganda found in Cypress, the California Voting Rights Act challenge, and in opposition to Agenda Item No. 16.

David Burke, Cypress, spoke regarding the California Voting Rights Act challenge.

Claire Chu, Cypress, spoke regarding the California Voting Rights Act challenge.

Ruby Cho, Cypress, spoke regarding the California Voting Rights Act challenge.

Harumi Lucak, Cypress, spoke regarding the California Voting Rights Act challenge.

Marilyn Reames, Cypress, spoke regarding the California Voting Rights Act challenge.

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.

Council Member Marquez requested to pull Agenda Items No. 4 and 7.

Mayor Morales stated that Agenda Item No. 10, the Warrant Register, includes electronic fund transfer no. 10531 for \$751.22 as reimbursement for medical coverage he is entitled

to receive 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. 10531 for the reason disclosed.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve Consent Calendar Items No. 1 through 3, 5 through 6, and 8 through 10.

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

Item No. 1: Receive and File Public Comments Submitted for the February 28, 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. 3: Adopt a Resolution in Opposition to the Taxpayers Protection and Government Accountability Act, Initiative 21-0042A1

Recommendation: Adopt a Resolution in opposition to the Taxpayer Protection and Government Accountability Act, Initiative 21-0042A1.

RESOLUTION NO. 6878

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, OPPOSING
INITIATIVE 21-0042A1, A STATE BALLOT MEASURE RESTRICTING
VOTER INPUT AND LOCAL TAXING AUTHORITY

Item No. 5: Approve Plans and Specifications and Award Contracts for the Annual Residential Street Rehabilitation, Project 292

Recommendation:

1. Approve Plans and Specifications for the Annual Residential Street Rehabilitation, Project 292; and
2. Award a contract to Onyx Paving Company, Anaheim, CA for \$824,000, and authorize a contingency of \$124,000; and

3. Approve a Task Order for Construction Inspection Services to TRC (Vali Cooper and Associates, Inc.), for \$72,320 and authorize a contingency of \$10,850.

Item No. 6: Approve Task Orders Initiating the Implementation of the Housing Element

Recommendation:

1. Submit the draft Housing Element to the State Department of Housing and Community Development for a second review; and
2. Approve a task order to LSA Associates for the preparation of a Program Environmental Impact Report for \$299,800 and authorize a \$20,000 contingency; and
3. Approve a task order to Annealta Group for supplemental planning services for \$94,550; and
4. Appropriate \$414,350 in the General Fund for initial Housing Element Implementation.

Item No. 8: Receive and File the Investment Report for the Month Ended January 31, 2022

Recommendation: Receive and file the attached investment report.

Item No. 9: Receive and File the Single Audit Report for the Fiscal Year Ended June 30, 2021

Recommendation: Receive and file the Single Audit Report for the Fiscal Year Ended June 30, 2021

Item No. 10: Approve Register of Warrants, Transfers, and Wires Issued for the Period of January 29, 2022 through February 11, 2022

Recommendation: Approve the attached payment register summarized below for the period of January 29, 2022 through February 11, 2022:

- Electronic Funds Transfers 10515 through 10564
- Warrants 58691 through 58828
- Payroll Transfers W1468

END CONSENT CALENDAR

Regarding Item No. 4: Approve Revisions to the Boards, Commissions and Committees Policy Manual

Council Member Marquez commented on this item.

Council Member Marquez moved to continue the item.

Motion failed for lack of a second.

It was moved by Council Member Peat, and seconded by Mayor Pro Tem Hertz-Mallari, to adopt a resolution adopting the eighth revision to the Boards, Commissions and committees Policy Manual.

Mayor Pro Tem Hertz-Mallari commented on this item.

The City Clerk provided clarifying information.

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: Receive and File the Capital Improvement Program Update

Council Member Marquez commented on this item.

City Council discussion ensued.

The Director of Recreation and Community Services and Director of Public Works provided information on this item.

City Council discussion continued.

It was moved by Council Member Marquez to hold a community forum on this item.

The motion failed for lack of a second.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to receive and file the Capital Improvement Program update.

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 11: Approve Recreation and Community Services Commission Recommendations for Summer 2022 Concerts on the Green

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

City Council discussion ensued.

It was moved by Mayor Pro Tem Hertz-Mallari, and seconded by Council Member Peat, to approve the Recreation and Community Services Commission's recommendations for the Summer 2022 Concerts on the Green.

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

Item No. 12: Award a Contract for Design of the Arnold Cypress Park Rehabilitation, Project 308

The Director of Public Works provided a report on this item.

City Council discussion ensued.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to Award a contract to MIG for the design of Arnold Cypress Park Rehabilitation, Project 308, for \$905,000 and authorize a contingency of \$90,500; and endeavor to return to the City Council with a design that includes three 200-foot softball fields, storage facilities, playground and restrooms, attempts to include bull pens on each field or centrally to be used by all three fields, ensures that pickle ball remains a high priority, and does not negatively impact parking or security.

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

Item No. 13: Receive and File the Strategic Plan Six-Month Objectives Update

The City Manager provided a report on this item.

City Council discussion ensued.

No action was taken on this item.

Item No. 14: Receive the Government Finance Officers Associations Award for Distinguished Budget Presentation and the Certificate of Achievement for Excellence in Financial Reporting

The City Manager provided a report on this item.

No action was taken on this item.

COUNTINUED ITEMS

Item No 15: Adopt the 2022 State and Federal Legislative Platforms

The City Manager stated he was available for questions.

It was moved by Council Member Peat, and seconded by Mayor Pro Tem Hertz-Mallari, to adopt the 2022 State and Federal Legislative Platform.

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

ITEMS FROM CITY COUNCIL MEMBERS

Item No 16: Consideration of a Civility, Conduct and Governance Policy; Municipal Code Amendments Related to the Civility, Conduct and Governance Policy, City Council Meeting Decorum, the Code of Ethics, and Process for Censure; and Revisions to the Policy for Adding Items to the City Council Agenda

City Council discussion ensued.

It was moved by Mayor Pro Tem Hertz-Mallari, and seconded by Council Member Minikus, to approve the Civility, Conduct and Governance Policy.

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

The City Attorney introduced for First Reading an Ordinance entitled "An Ordinance of the City of Cypress Amending and Restating the Rules of Order for the Conduct of City Council Meetings," reading by title only and waiving further reading.

It was moved by Council Member Peat, and seconded by Mayor Pro Tem Hertz-Mallari, to introduce for First Reading an Ordinance, with modifications to Section 6 as described by the City Attorney, entitled "An Ordinance of the City of Cypress Amending and Restating the Rules of Order for the Conduct of City Council Meetings," reading by title only and waiving further reading.

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

It was moved by Council Member Peat, and seconded by Council Member Minikus, to require each Council Member to sign the Civility, Conduct and Governance Policy and Code of Ethics by March 8, 2022.

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

It was moved by Council Member Peat, and seconded by Council Member Minikus, to adopt the recommended revisions to the Policy for Adding Items to the City Council agenda.

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

Item No. 17: City Council Discussion Regarding Placing a Resolution Outlining the City Council's Intention to Transition from At-large to District-Based Elections on an Upcoming City Council Agenda

Council Member Marquez provided a statement on this item.

City Council discussion ensued.

It was moved by Council Member Marquez for a vote on having to go to district elections and also to have a citizens commission.

Motion failed due to lack of a second.

It was moved by Mayor Morales, and seconded by Council Member Peat, to continue discussion of this matter to a Closed Session at the March 14, 2022 City Council meeting, unless an earlier date can be arranged by the City Manager.

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

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

Glen Button, Cypress, spoke regarding Agenda Item No. 16.

David Burke, Cypress, spoke regarding the California Voting Rights Act challenge and Agenda Item No. 16.

Brittney Cook, Cypress, spoke in appreciation of the presentation from OC Human Relations, the Cypress Grocery Program, various Council Members and staff for their assistance, and regarding Agenda Items No. 12 and 16.

Val Mallari, Cypress, spoke regarding the California Voting Rights Act challenge.

Carolyn Balagot, Cypress, spoke regarding Agenda Item No. 16, as well as racism, homophobia, and hate in Cypress.

Timothy Yerian, Cypress, spoke regarding Agenda Items No. 12 and 17.

COUNCIL MEMBER REPORTS AND REMARKS

Council Member Minikus:

Attended the Regional Military Affairs Committee meeting and provided information about the Veteran's Resource Center located at Cypress College.

Council Member Peat:

Thanked Cypress Youth Baseball, the Woman's Club of Cypress and Play it Again Sports in Los Alamitos for their donations to the Cypress Champion Baseball program.

Council Member Marquez:

Attended a ceremony at the Los Alamitos Joint Forces Training Base honoring the 40th infantry Division. Thanked Stanton Mayor David Shawver for his assistance in addressing

trash near the Material Recovery Facility in Stanton. Requested an item be added to a future agenda regarding the distribution of the Event-News Enterprise newspaper.

The City Manager interjected and asked Council Member Marquez to clarify her request.

City Council discussion ensued.

The City Manager recommended that Council Member Marquez consider bringing this item up as part of the City Council's upcoming strategic planning workshop on March 8 or as part of the Budget process due to the considerable cost that would be associated with this matter.

Council Member Marquez stated she will follow up with the City Manager on this matter.

Council Member Marquez further commented her condolences to the family of Cypress resident Marti Singer.

Mayor Pro Tem Hertz-Mallari:

Attended an Orange County Fire Authority Board meeting. Attended an Orange County Library Advisory Board meeting and shared information about the Books by Mail service for homebound eligible residents and the ZipBooks program.

Mayor Morales:

No report.

CITY MANAGER REMARKS

The City Attorney provided clarification regarding the Civility, Conduct and Governance Policy to address some comments made during Oral Communications.

The City Manager announced the Grand Opening ceremony for Lexington Park will be held on March 12, 2022 at 1:00 p.m.

ADJOURNMENT – IN MEMORY OF CYPRESS RESIDENT AND POLICE VOLUNTEER DON SMITH AND HUNTINGTON BEACH POLICE OFFICER NICHOLAS VELLA

Mayor Morales adjourned the meeting at 10:07 p.m. to an adjourned Regular Meeting, to be held on Monday, March 14, 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
MARCH 8, 2022
8:30 A.M.

A special meeting of the Cypress City Council was called to order at 8:33 a.m. by Mayor Morales via webinar/teleconference only.

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 (via teleconference)
Mayor Pro Tem Anne Hertz-Mallari (via teleconference)
Council Member Frances Marquez (via teleconference)
Council Member Scott Minikus (via teleconference)
Council Member Jon Peat (via teleconference)

STAFF PRESENT

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

SPECIAL ORDER OF BUSINESS

Item No. 1: Approve Findings Required by AB 361 to use Teleconferencing for City Council Strategic Planning Meeting

It was moved by Council Member Peat, and seconded by Council Member Marquez, to Approve conducting the March 8, 2022 Special City Council strategic planning meeting via teleconference; and Approve a Resolution to make the required findings under State law for remote teleconference City Council meetings.

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. 6880

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,
AUTHORIZING REMOTE TELECONFERENCE ACCESSIBILITY FOR
CONDUCTING PUBLIC MEETINGS PURSUANT TO BROWN ACT
PROVISIONS FOR THE MARCH 8, 2022 SPECIAL CITY COUNCIL
MEETING

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

None.

CONSENT CALENDAR

Item No. 2: Receive and File Public Comments Submitted for the March 8, 2022 Special City Council Meeting

Recommendations: Receive and file submitted public comments.

The City Clerk reported that no public comments were submitted.

No action was taken.

WORKSHOP SESSION

The facilitator, Marilyn Snider of Snider & Associates, discussed the purpose of the strategic planning session.

The City Council and staff discussed the accomplishments since the previous strategic planning session held on September 14, 2021 and identified strategic objectives for the next six-month period.

ADJOURNMENT

Mayor Morales adjourned the meeting at 11:55 a.m. to an adjourned Regular Meeting, to be held on Monday, March 14, 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

4.

FROM: Alisha Farnell, City Clerk

DATE: 04/11/2022

SUBJECT: Approve Filling a Vacancy on the Senior Citizens Commission through the 2022 Commissioner Recruitment

RECOMMENDATION

Approve filling a vacancy on the Senior Citizens Commission through the 2022 Commissioner recruitment.

DISCUSSION

Sherre Yurenko has submitted her resignation from the Senior Citizens Commission effective April 14. Ms. Yurenko is currently serving her second term on the Senior Citizens Commission which expires on June 30, 2024. Per the Boards, Commissions, and Committees Policy Manual adopted by City Council, a successor appointed to fill this vacancy must serve the remaining unexpired term vacated by Commissioner Yurenko. A special vacancy notice will be posted in compliance with Government Code section 54974.

The City Council's annual Commission recruitment is taking place now and will end on April 29. This recruitment seeks to fill five upcoming commission vacancies, two of which will occur on the Senior Citizens Commission. Because the annual recruitment is currently underway, it is recommended the vacancy resulting from Commissioner Yurenko's resignation be filled through that process as well. This would result in the City Council making five full-term appointments and one partial-term appointment (Commissioner Yurenko's vacated term) as part of the 2022 Commission recruitment.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resignation Letter

Jeff Draper
Director of Recreation
City of Cypress

Feb 7th 2022

RECEIVED
CITY OF CYPRESS
FEB - 7 2022
RECREATION

Dear Jeff;

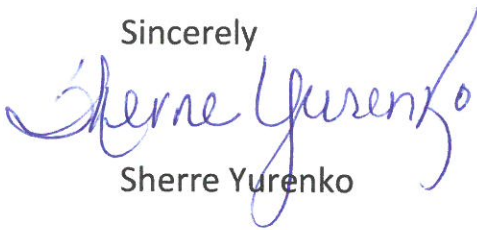
I must regretfully inform you of my resignation from the Cypress Senior Commission. My last day will be April 13th.

Being a commissioner for the Senior Center has been rewarding and I couldn't have asked for a better group of people to associate with. I loved helping our Senior Community in Cypress. I will miss everyone.

We have decided to move back to Pennsylvania to be with family.

Thank you for the experience of being a Senior Commissioner. It has been wonderful.

Sincerely


Sherre Yurenko



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

5.

FROM: Douglas Dancs, Director of Public Works

DATE: 04/11/2022

SUBJECT: Approve Plans and Specifications and Award a Contract for Tree Planting, Project 304

RECOMMENDATION

1. Approve plans and specifications for Tree Planting, Project 304; and
2. Award a contract to West Coast Arborists, Inc. of Anaheim, CA for \$80,325, and authorize a contingency of \$8,000.

DISCUSSION

The street tree planting project replaces street trees removed as part of the annual concrete program, in declining health, that fell due to wind, or are otherwise missing. The project will replace 165 trees. Replacement trees will be 24-inch box size and on the City's approved list.

On March 15, 2022, the City received seven bids for the project with West Coast Arborists, Inc. as the low bidder. A summary of the relevant project award information is attached.

The contractor will start planting in May and complete the project by the end of June.

BUDGET IMPACT

Sufficient amounts are included in the City Capital Projects Fund budget for the annual street tree planting project.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information and Bid Proposals

Tree Planting Map and Locations

Attachment A

Project Award Information Checklist

Description of Project:

The project scope will include installation of approximately 165 – 24" box trees of varying species at various locations.

Contract Working Days: Thirty (30) working days

City Website, City Hall, Community Center, and Police Department

Publication Days: February 22, 2022 through March 15, 2022

Notice Inviting Bids Sent to: F.W. Dodge, Reed Construction Data, Construction Bid Board, Southern California Builders Association, EBidBoard and McGraw Hill

Bid Opening Date: March 15, 2022

No. of Bid Packets Issued: Fourteen (14)

	Bidders	Amount
1.	West Coast Arborists, Inc., Anaheim, CA	\$ 80,325.00
2.	Master Landscape & Maintenance, Inc., Westminster, CA	\$ 91,204.00
3.	Four Seasons Landscaping, Van Nuys, CA	\$ 102,980.00
4.	Great Scott Tree Service, Inc., Stanton, CA	\$ 129,060.00
5.	B & B Nurseries, Inc., Riverside, CA	\$ 132,162.00
6.	BrightView Landscape Services, Inc., Santa Ana, CA	\$ 2,621,859.40 is corrected amount. (bid amount submitted (\$98,840.54) contained math error) (does not affect status of low bidder)
7.	S.C. Yamamoto, Inc., La Habra, CA	\$15,213,500.00 is corrected amount. (bid amount submitted (\$102,000.00) contained math error) (does not affect status of low bidder)

Apparent Low Bidder: West Coast Arborists, Inc., Anaheim, CA, \$80,325.00

Qualified to Perform Work: Yes. Staff confirmed bid was responsive.

Contractor's License:

Valid at Time of Award: Yes

Valid at Time of Bid: Yes

Registration with DIR:

Contractor: Yes

Sub-Contractor: N/A

Experience:

The apparent low bidder has previously performed this type of work for multiple government agencies in Southern California.

Construction Management/Inspection: City Staff

**PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS**

**TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

Date: Tuesday, March 15, 2022, at 2:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **TREE PLANTING PROGRAM FISCAL YEAR 2021-2022; PROJECT 304**, hereby proposes and agrees to furnish all labor, materials, equipment, trees, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work	Unit Price	Total
1.	1	LS	Mobilization	\$ 0	\$ 0
			(Section 9-3.4)		
			PER LS		
2.	1	LS	Traffic Control	\$ 0	\$ 0
			(Section 7-10)		
			PER LS		
3.	165	EA	Plant 24-Inch Box Tree with 120-Calendar Day Tree Establishment and Maintenance Period with a One (1) Year Warranty	\$ 475.00	\$ 78,375.00
			(Section 300, 800 and 801)		
			PER EA		
4.	78	EA	Install Treegator Original Slow Release Watering Bag and fill with water at minimum every 5-working days during the 120-Calendar Day Tree Establishment and Maintenance Period	\$ 25.00	\$ 1,950.00
			(Section 800 and 801)		
			PER EA		

TOTAL AMOUNT OF BID: \$ 80,325.00

TOTAL AMOUNT OF BID IN WORDS: _____

Eighty Thousand Three Hundred Twenty-Five and 00/100 Dollars
(Please Print Total Amount of Bid in WORDS)

City of Cypress
Public Works Department

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within Thirty (30) working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

PREVAILING WAGE REQUIREMENTS: Bid Documents indicate that this is a Prevailing Wage project. This project shall be considered as a maintenance project when determining appropriate labor trades. This project will provide routine landscape maintenance and will not perform new landscape construction as this project replaces trees that previously declined.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any Issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department, Maintenance Division at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

**PROPOSAL
CITY OF CYPRESS
TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

The undersigned bidder affirms that he/she:

- a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.
- b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.
- c. Is aware that all proposals must be in the office to the City Clerk no later than:
Tuesday, March 15, 2022, at 2:00 PM.
- d. Is aware that the City of Cypress reserves the right to reject any and all proposals.
- e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.
- f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 3/11/22

FIRM NAME: West Coast Arborists, Inc.

FIRM ADDRESS: 2200 E. Via Burton, Anaheim, CA 92806

TELEPHONE: 714-991-1900

SIGNATURE:  Patrick Mahoney, President
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President and the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Patrick Mahoney, President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Richard Mahoney, Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

CONTRACTOR'S LICENSE No.: 366764

EXPIRATION DATE: 12/31/22

**PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS**

**TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

Date: Tuesday, March 15, 2022, at 2:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **TREE PLANTING PROGRAM FISCAL YEAR 2021-2022; PROJECT 304**, hereby proposes and agrees to furnish all labor, materials, equipment, trees, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work	Unit Price	Total
1.	1	LS	Mobilization	\$ 5,600.00	\$ 5,600.00
			(Section 9-3.4)		
			PER LS		
2.	1	LS	Traffic Control	\$ 8,960.00	\$ 8,960.00
			(Section 7-10)		
			PER LS		
3.	165	EA	Plant 24-inch Box Tree with 120-Calendar Day Tree Establishment and Maintenance Period with a One (1) Year Warranty	\$ 352.00	\$ 58,080.00
			(Section 300, 800 and 801)		
			PER EA		
4.	78	EA	Install Treegator Original Slow Release Watering Bag and fill with water at minimum every 5-working days during the 120-Calendar Day Tree Establishment and Maintenance Period	\$ 236.00	\$ 18,564.00
			(Section 800 and 801)		
			PER EA		

TOTAL AMOUNT OF BID: \$ 91,204.00

TOTAL AMOUNT OF BID IN WORDS: ninety one thousand, two hundred and four dollars, zero cents

Dollars

(Please Print Total Amount of Bid in WORDS)

City of Cypress
Public Works Department

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within Thirty (30) working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

PREVAILING WAGE REQUIREMENTS: Bid Documents indicate that this is a Prevailing Wage project. This project shall be considered as a maintenance project when determining appropriate labor trades. This project will provide routine landscape maintenance and will not perform new landscape construction as this project replaces trees that previously declined.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department, Maintenance Division at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

**PROPOSAL
CITY OF CYPRESS
TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

The undersigned bidder affirms that he/she:

- a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.
- b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.
- c. Is aware that all proposals must be in the office to the City Clerk no later than:
Tuesday, March 15, 2022, at 2:00 PM.
- d. Is aware that the City of Cypress reserves the right to reject any and all proposals.
- e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.
- f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

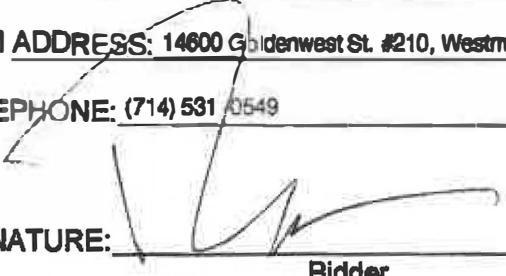
Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 03/09/2022

FIRM NAME: Master Landscape and Maintenance, Inc.

FIRM ADDRESS: 14600 Goldenwest St. #210, Westminster, CA 92683

TELEPHONE: (714) 531-0549

SIGNATURE: 

Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, and the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Robert Whitecotton, President

Printed Name and Title

Signature

NAME AND SIGNATURE:

Robert Whitecotton, Secretary

Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

CONTRACTOR'S LICENSE No.: 830979 / C-27

EXPIRATION DATE: 01/31/2024

**PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS**

**TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

Date: Tuesday, March 15, 2022, at 2:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress TREE PLANTING PROGRAM FISCAL YEAR 2021-2022; PROJECT 304, hereby proposes and agrees to furnish all labor, materials, equipment, trees, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work	Unit Price	Total
1.	1	LS	Mobilization	\$ 1,500	\$ 1,500
			(Section 9-3.4)		
			PER LS		
2.	1	LS	Traffic Control	\$ 8,000	\$ 8,000
			(Section 7-10)		
			PER LS		
3.	165	EA	Plant 24-inch Box Tree with 120-Calendar Day Tree Establishment and Maintenance Period with a One (1) Year Warranty	\$ 550	\$ 90,750
			(Section 300, 800 and 801)		
			PER EA		
4.	78	EA	Install Treegator Original Slow Release Watering Bag and fill with water at minimum every 5-working days during the 120-Calendar Day Tree Establishment and Maintenance Period	\$ 35	\$ 2,730
			(Section 800 and 801)		
			PER EA		

TOTAL AMOUNT OF BID: \$ 102,980

TOTAL AMOUNT OF BID IN WORDS: one hundred two thousand nine

hundred eighty

Dollars

(Please Print Total Amount of Bid in WORDS)

City of Cypress
Public Works Department

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within Thirty (30) working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

PREVAILING WAGE REQUIREMENTS: Bid Documents indicate that this is a Prevailing Wage project. This project shall be considered as a maintenance project when determining appropriate labor trades. This project will provide routine landscape maintenance and will not perform new landscape construction as this project replaces trees that previously declined.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department, Maintenance Division at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

**PROPOSAL
CITY OF CYPRESS
TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

The undersigned bidder affirms that he/she:

- a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.
- b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.
- c. Is aware that all proposals must be in the office to the City Clerk no later than:
Tuesday, March 15, 2022, at 2:00 PM.
- d. Is aware that the City of Cypress reserves the right to reject any and all proposals.
- e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.
- f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 03/15/2022

FIRM NAME: SGD Enterprises DBA Four Seasons Landscaping

FIRM ADDRESS: 14937 Delano St. Van Nuys, CA 91411

TELEPHONE: (323) 658-1047

SIGNATURE: 
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, and the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Ethan Darrison / Vice President

Printed Name and Title

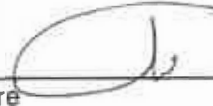


Signature

NAME AND SIGNATURE:

Farzad Zehraian / Assistant Secretary

Printed Name and Title



Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

CONTRACTOR'S LICENSE No.: 662720

EXPIRATION DATE: 01/31/2023

**PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS**

**TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

Date: Tuesday, March 15, 2022, at 2:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress TREE PLANTING PROGRAM FISCAL YEAR 2021-2022; PROJECT 304, hereby proposes and agrees to furnish all labor, materials, equipment, trees, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work	Unit Price	Total
1.	1	LS	Mobilization	\$1,200.00	\$1,200.00
			(Section 9-3.4)		
			PER LS		
2.	1	LS	Traffic Control	\$6,000.00	\$6,000.00
			(Section 7-10)		
			PER LS		
3.	165	EA	Plant 24-Inch Box Tree with 120-Calendar Day Tree Establishment and Maintenance Period with a One (1) Year Warranty	\$540.00	\$89,100.00
			(Section 300, 800 and 801)		
			PER EA		
4.	76	EA	Install Treegator Original Slow Release Watering Bag and fill with water at minimum every 5-working days during the 120-Calendar Day Tree Establishment and Maintenance Period	\$420.00	\$32,760.00
			(Section 800 and 801)		
			PER EA		

TOTAL AMOUNT OF BID: \$129,060.00

TOTAL AMOUNT OF BID IN WORDS:

One Hundred Twenty-Nine Thousand Sixty Dollars

(Please Print Total Amount of Bid in WORDS)

City of Cypress
Public Works Department

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within Thirty (30) working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

PREVAILING WAGE REQUIREMENTS: Bid Documents indicate that this is a Prevailing Wage project. This project shall be considered as a maintenance project when determining appropriate labor trades. This project will provide routine landscape maintenance and will not perform new landscape construction as this project replaces trees that previously declined.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department, Maintenance Division at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

**PROPOSAL
CITY OF CYPRESS
TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

The undersigned bidder affirms that he/she:

- a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.
- b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.
- c. Is aware that all proposals must be in the office to the City Clerk no later than:
Tuesday, March 15, 2022, at 2:00 PM.
- d. Is aware that the City of Cypress reserves the right to reject any and all proposals.
- e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.
- f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

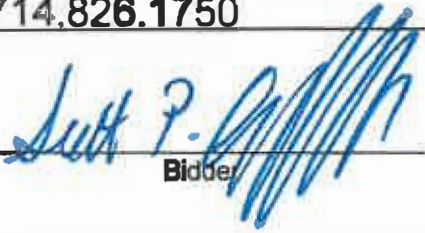
Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 03-10-2022

FIRM NAME: Great Scott Tree Service, Inc

FIRM ADDRESS: 10761 Court Avenue, Stanton, CA 90680

TELEPHONE: 714.826.1750

SIGNATURE: 
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, and the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Scott Griffiths, President

Printed Name and Title

Signature

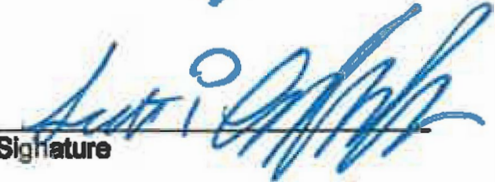


NAME AND SIGNATURE:

Scott Griffiths, Secretary

Printed Name and Title

Signature



NAME AND SIGNATURE:

Printed Name and Title

Signature

CONTRACTOR'S LICENSE No.: **556832**

EXPIRATION DATE: **February 28, 2023**

**PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS**

**TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

Date: Tuesday, March 15, 2022, at 2:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress TREE PLANTING PROGRAM FISCAL YEAR 2021-2022; PROJECT 304, hereby proposes and agrees to furnish all labor, materials, equipment, trees, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work	Unit Price	Total
1.	1	LS	Mobilization	2,000.00	2,000.00
			(Section 9-3.4)	\$	\$
			PER LS		
2.	1	LS	Traffic Control	6,100.00	6,100.00
			(Section 7-10)	\$	\$
			PER LS		
3.	165	EA	Plant 24-Inch Box Tree with 120-Calendar Day Tree Establishment and Maintenance Period with a One (1) Year Warranty	646.00	106,590.00
			(Section 300, 800 and 801)	\$	\$
			PER EA		
4.	78	EA	Install Treegator Original Slow Release Watering Bag and fill with water at minimum every 5-working days during the 120-Calendar Day Tree Establishment and Maintenance Period	224.00	17,472.00
			(Section 800 and 801)	\$	\$
			PER EA		

TOTAL AMOUNT OF BID: \$ 132,162.00

TOTAL AMOUNT OF BID IN WORDS: ONE HUNDRED THIRTY TWO THOUSAND

ONE HUNDRED SIXTY TWO AND ZERO

Dollars

(Please Print Total Amount of Bid In WORDS)

City of Cypress
Public Works Department

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within Thirty (30) working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

PREVAILING WAGE REQUIREMENTS: Bid Documents indicate that this is a Prevailing Wage project. This project shall be considered as a maintenance project when determining appropriate labor trades. This project will provide routine landscape maintenance and will not perform new landscape construction as this project replaces trees that previously declined.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department, Maintenance Division at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS
TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304

The undersigned bidder affirms that he/she:

- a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.
- b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.
- c. Is aware that all proposals must be in the office to the City Clerk no later than:
Tuesday, March 15, 2022, at 2:00 PM.
- d. Is aware that the City of Cypress reserves the right to reject any and all proposals.
- e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.
- f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 03/15/2022

FIRM NAME: B & B NURSERIES, INC. DBA THE LANDSCAPE CENTER

FIRM ADDRESS: 9505 CLEVELAND AVENUE RIVERSIDE, CA 92503

TELEPHONE: 951-352-8383

SIGNATURE: 

Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, and the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

MARK BARRETT/ PRESIDENT

Printed Name and Title


Signature

NAME AND SIGNATURE:

MARK BARRETT (Vice President)

Printed Name and Title


Signature

NAME AND SIGNATURE:

MARK BARRETT (Secretary)

Printed Name and Title


Signature

CONTRACTOR'S LICENSE No.: 553561

EXPIRATION DATE: 01/31/2023

**PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS**

**TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

Date: Tuesday, March 15, 2022, at 2:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress TREE PLANTING PROGRAM FISCAL YEAR 2021-2022; PROJECT 304, hereby proposes and agrees to furnish all labor, materials, equipment, trees, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work	Unit Price	Total
1.	1	LS	Mobilization	\$ 1,642.11	\$ 1,642.11
			(Section 9-3.4)		
			PER LS		
2.	1	LS	Traffic Control	\$ 1,313.68	\$ 1,313.68
			(Section 7-10)		
			PER LS		
3.	165	EA	Plant 24-Inch Box Tree with 120-Calendar Day Tree Establishment and Maintenance Period with a One (1) Year Warranty	\$ 15,853.39	\$ 92,790.55 Corrected amount \$2,615,809.35
			(Section 300, 800 and 801)		
			PER EA		
4.	78	EA	Install Treegator Original Slow Release Watering Bag and fill with water at minimum every 5-working days during the 120-Calendar Day Tree Establishment and Maintenance Period	\$ 39.67	\$ 3,094.20 Corrected amount \$3,094.26
			(Section 800 and 801)		
			PER EA		

TOTAL AMOUNT OF BID: \$ 98,840.54 Corrected total: \$2,621,859.40

TOTAL AMOUNT OF BID IN WORDS: Ninety-eight thousand eight hundred forty and fifty four cents.
(Please Print Total Amount of Bid in WORDS) Dollars

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within Thirty (30) working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

PREVAILING WAGE REQUIREMENTS: Bid Documents indicate that this is a Prevailing Wage project. This project shall be considered as a maintenance project when determining appropriate labor trades. This project will provide routine landscape maintenance and will not perform new landscape construction as this project replaces trees that previously declined.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any Issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department, Maintenance Division at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

**PROPOSAL
CITY OF CYPRESS
TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

The undersigned bidder affirms that he/she:

- a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.
- b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.
- c. Is aware that all proposals must be in the office to the City Clerk no later than:
Tuesday, March 15, 2022, at 2:00 PM.
- d. Is aware that the City of Cypress reserves the right to reject any and all proposals.
- e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.
- f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 3/15/22

FIRM NAME: BrightView Landscape Services, Inc

FIRM ADDRESS: 1420 S. Allec St., Anaheim, CA 92805

TELEPHONE: (949) 338-5501

SIGNATURE: 
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, and the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Po Chen, Vice President
Printed Name and Title


Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

CONTRACTOR'S LICENSE No.: 266 211

EXPIRATION DATE: 3/31/22

**PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS**

**TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

Date: Tuesday, March 15, 2022, at 2:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress TREE PLANTING PROGRAM FISCAL YEAR 2021-2022; PROJECT 304, hereby proposes and agrees to furnish all labor, materials, equipment, trees, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work	Unit Price	Total
1.	1	LS	Mobilization	\$ 5,000.00	\$ 5,000.00
			(Section 9-3.4)		
			PER LS		
2.	1	LS	Traffic Control	\$ 3,000.00	\$ 3,000.00
			(Section 7-10)		
			PER LS		
3.	185	EA	Plant 24-Inch Box Tree with 120-Calendar Day Tree Establishment and Maintenance Period with a One (1) Year Warranty	\$ 90,500.00	\$ 90,500.00 Corrected amount \$14,932,500.00
			(Section 300, 800 and 801)		
			PER EA		
4.	78	EA	Install Treegator Original Slow Release Watering Bag and fill with water at minimum every 5-working days during the 120-Calendar Day Tree Establishment and Maintenance Period	\$ 3,500.00	\$ 3,500.00 Corrected amount \$273,000.00
			(Section 800 and 801)		
			PER EA		

TOTAL AMOUNT OF BID: \$ 102,000.00 Corrected total: \$15,213,500.00

TOTAL AMOUNT OF BID IN WORDS: One hundred two thousand and 00/100*****

***** Dollars

(Please Print Total Amount of Bid in WORDS)

City of Cypress
Public Works Department

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within Thirty (30) working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

PREVAILING WAGE REQUIREMENTS: Bid Documents indicate that this is a Prevailing Wage project. This project shall be considered as a maintenance project when determining appropriate labor trades. This project will provide routine landscape maintenance and will not perform new landscape construction as this project replaces trees that previously declined.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department, Maintenance Division at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

**PROPOSAL
CITY OF CYPRESS
TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

The undersigned bidder affirms that he/she:

- a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.
- b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.
- c. Is aware that all proposals must be in the office to the City Clerk no later than:
Tuesday, March 15, 2022, at 2:00 PM.
- d. Is aware that the City of Cypress reserves the right to reject any and all proposals.
- e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.
- f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 03/14/2022

FIRM NAME: S.C. Yamamoto, Inc.

FIRM ADDRESS: 2031 Emery Avenue, La Habra, California 90631

TELEPHONE: (714)992-5783

SIGNATURE: _____



Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, and the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Shinsuke Yamamoto, President

Printed Name and Title


Signature

NAME AND SIGNATURE:

Shinsuke Yamamoto, Secretary

Printed Name and Title


Signature

NAME AND SIGNATURE:

Shinsuke Yamamoto, Treasurer

Printed Name and Title


Signature

CONTRACTOR'S LICENSE No.: 699477

EXPIRATION DATE: 11/30/2022



APPENDIX "C" – MASTER TREE PLANTING LIST

Residential Trees						
District	Address	Street	Quantity of Trees	Selection	Color	Water Bag
1	4291	Agate	1	Crape Myrtle	Lavender	
8	5111	Alaska	1	Crape Myrtle	Lavender	
8	8821	Belmont St	1	Crape Myrtle	Pink	
9	5285	Cypress St	4	Australian Willow		
9	5131	Lolina Lane	1	Western Redbud		
10	5521	Lincoln	1	Crape Myrtle		
13	9435	Cambridge St	1	Yew Pine		
14	9130	Esther St	1	Western Redbud		
14	9376	Fernbury	1	Crape Myrtle		
14	4575	Shasta	1	Purple Orchid		
15	5401	Bishop St	1	Crape Myrtle	White	
16	5511	Citrus Ct.	1	Yew Pine		
16	5572	Citrus Ct.	1	Queen Palm		
16	5661	Karen Ave	1	Australian Willow		
16	5731	Karen Ave	1	Purple Orchid		
16	4552	Rainier Dr	1	Crape Myrtle		
19	4262	Avenida Madrid	1	Crape Myrtle	Red	
19	4443	Via Majorca	1	Crape Myrtle	White	
21	5182	Canterbury	1	Eastern Redbud		
21	9946	Grindlay St	1	Coral Gum		
21	9572	Sallsbury Ln	1	Marina Madrone		
21	9582	Sallsbury Ln	1	Queen Palm		
23	9682	Rosemary Dr	1	Purple Orchid		
25	10281	Aqueduct, crn. Marion	1	Golden Maiden hair		1
25	10241	Mardel Dr	1	Queen Palm		
25	4264	Teresa	1	Queen Palm		
26	10451	Christopher	1	Crape Myrtle	Red	
26	10201	Ethel St	1	Crape Myrtle		
26	5711	Myra	1	Tristania		1
26	4881	William Ave	1	Queen Palm		
27	5070	Laurel Ave	1	Western Redbud		
27	5121	Laurel Ave	1	Western Redbud		
27	5232	Olga	1	Crape Myrtle		
27	9816	St. George	1	Crape Myrtle		
27	10012	St. Michael	1	Yew Pine		
28	10381	Angela Ave	1	Queen Palm		
28	5651	Belle	1	Queen Palm		
28	10132	Lorraine Ln	1	Crape Myrtle	Red	
28	10291	Lorraine Ln	1	Western Redbud		
28	10391	Lorraine Ln	1	Western Redbud		
28	10401	Lorraine Ln	1	Western Redbud		

**TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

**Appendix "C"
Master Tree Planting List**

36	10673	Jill St	1	Crape Myrtle		
36	10685	Lynn Cr	1	Western Redbud		
36	10734	Maple St	1	Western Redbud		
36	6634	Teakwood	1	Yew Pine		
36	6526	Walnut	1	Western Redbud		
41	6432	Cantiles	1	Yew Pine		
41	6462	Cantiles	1	Queen Palm		
41	11339	Providencia	1	Crape Myrtle		
41	11290	Providencia	1	Queen Palm		
46	5674	Apla	1	Coral Gum		
46	11690	Guam Cr	1	Queen Palm		
46	5803	Lakia Dr	1	Little Gem Magnolia		
46	11684	Manilla	1	Queen Palm		
47	6393	Bataan St	1	To Be Determined		
47	11619	Cozumel	1	Yew Pine		
47	11551	Luzon	1	Queen Palm		
47	6108	Pitcairn	1	Queen palm		
47	6228	Pitcairn	1	Yew Pine		
47	6248	Pitcairn	1	Queen Palm		
48	6586	Jaluit	2	Queen Palm		
48	6712	Kiwi Cr	1	Crape Myrtle	Lavender	
48	6886	Molokai	1	TBD		

Arterial Trees						
District	Address	Street	Quantity of Trees	Selection	Color	Water Bag
2	Crescent	4711 Apartments	3	Crape Myrtle	Any color	3
2	Denni	East parkway, Petite to Fontainebleau	8	Australian Willow		8
9	Walker	8801 Walker, Greenbrook Apts.	1	Crape Myrtle	Any color	1
13	Denni	4490 Denni - Cypress Liquor	1	Western Redbud		1
14	Orange	North east corner at Alderbury	1	Crape Myrtle	Any color	1
14	Orange	Just east of Willow Park	1	Crape Myrtle	Any color	1
14	Moody	Center median, Lincoln to Cerritos	15	Windmill Palm		15
15	Grindlay	West parkway n/o Edgemont	1	Australian Willow		1
15	Vista Real	North east corner at Grindlay	1	Crape Myrtle	Any color	1
16	Valley View	Lincoln to Ball - Tree wells	5	Crape Myrtle	Any color	5
16	Ball Rd	North side, West of Valley View	2	Crape Myrtle	Any color	2
16	Valley View	Median, south of Lemon	1	Crape Myrtle	Any color	1
16	Valley View	Median, north of Orange	1	Crape Myrtle	Any color	1

**TREE PLANTING PROGRAM
FISCAL YEAR 2021-2022; PROJECT 304**

**Appendix "C"
Master Tree Planting List**

19	Denni	9739 Denni, Landel School	4	Western Redbud		4
20	Orange	Southside Denni to Julie Beth	5	Brisbane Box		5
22	Valley View	Median, north of Marion	2	Crape Myrtle	Any color	2
22	Valley View	Median s/o Cypress HS	1	Crape Myrtle		1
22	5700	Orange Avenue	12	Camphor		
22	9600	Graham Street	10	Crape Myrtle	Any color	
25	Denni	4470 Denni, next to channel	1	Crape Myrtle	Any color	1
26	Moody	10161 Moody, west parkway, south of Myra	1	Western Redbud		1
26	Moody	10161 Moody	1	Tristania		1
26	Denni	East parkway, North of Cerritos	1	Western Redbud		1
27	Moody	10030 Moody	1	Crape Myrtle	Any color	1
27	Cerritos	West of Valley View, Chevron	1	Crape Myrtle	Any color	1
28	Cerritos	North parkway, Walker to Rexford	11	Crape Myrtle's - Multi- trunk	Various	11
28	Valley View	West Parkway, North of Marion	2	Western Redbud		2
47	Valley View	South of Orangewood	1	Crape Myrtle	Any color	1
48	Knott	11623 Knott, south of Leilani	1	Crape Myrtle	Any color	1
48	Knott	11633 Knott, south of Leilani	1	Crape Myrtle	Any color	1
48	Knott	11561 Knott, south of strip mall	1	Crape Myrtle	Any color	1



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

6.

FROM: Douglas Dancs, Director of Public Works

DATE: 04/11/2022

SUBJECT: Approve a Task Order for a Sewer System Management Plan Audit

RECOMMENDATION

Approve a Task Order to AKM Consulting Engineers for \$33,070 for engineering services to audit the Sewer System Management Plan and authorize a \$4,900 contingency.

DISCUSSION

The Sewer System Management Plan (SSMP) is a state-required plan designed to minimize sanitary sewer spills through proper design, construction, maintenance, operation, and management of sewage collection systems. The SSMP was approved by City Council in 2009 and the City is required to update and complete a self-audit of the SSMP at regular intervals. Failure to have an adequately updated plan which prevents sewer spills can result in fines by the state. The engineering audit will include reviewing the sewer capital improvement plan, completed projects, basis for future projects, maintenance documentation and cleaning logs, design standards, overflow response plans, grease control programs, and other related items.

AKM Consulting Engineers is the on-call consultant for sewer design services and has performed the audit for the past several years. The City negotiated the scope of work, fee, and project schedule for a task order with AKM, which includes a review of all relevant SSMP data and updates to ensure it complies with state requirements. The attached task order describes the scope, cost, and schedule.

BUDGET IMPACT

The estimated cost to complete the biennial SSMP audit, including contingency, is \$37,970 and sufficient amounts are included in the Sewer Fund budget.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Task Order



*Water Resources
Infrastructure
Construction Management*

AKM Consulting Engineers

553 Wald
Irvine, CA 92618
Telephone: 949.753.7333 Facsimile: 949.753.7320
www.akmce.com

March 15, 2022

City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Attention: Mr. Nick Mangkalakiri P.E., Assistant City Engineer

Subject: Sewer System Management Plan Audit

Dear Mr. Mangkalakiri:

In response to your request, AKM Consulting Engineers is pleased to submit this proposal for the Sewer System Management Plan Audit. Please see Attachment A for the description of the Scope of Work, Attachment B for the Schedule of Compensation, and Attachment C for the Schedule of Performance.

AKM is proposing to provide a team of superbly qualified professionals to undertake this assignment. Ms. Diann Pay, P.E. will serve as project manager and be the responsible contract representative to the City. She has provided engineering services on multiple projects over her 25 year career. Mr. Jon Nitta, P.E. will serve as the Project Engineer.

We appreciate the opportunity to submit our proposal and look forward to being of service to the City of Cypress on this most important project. Should you have any questions regarding our submittal or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

AKM Consulting Engineers

A handwritten signature in black ink that reads 'Diann Pay'. The signature is fluid and cursive, with the first name 'Diann' and last name 'Pay' clearly distinguishable.

Diann Pay, P.E.
Principal Engineer

ATTACHMENT A

CITY OF CYPRESS Engineering Consultant Services Sewer System Management Plan Audit

SCOPE OF SERVICES

Project Description and Scope of Services

The State Water Resources Control Board (SWRCB), which oversees all wastewater permitting and enforcement, adopted the Statewide General Waste Discharge Requirements (WDR) for sanitary sewer systems and the associated monitoring and reporting program by issuing Order No. 2006-0003 on May 2, 2006. The WDR and reporting program addresses Sanitary Sewer Overflow (SSO) reporting and proper collection system management and operation necessary to protect the public health, water quality, the environment, and the public's investment in the sewer system infrastructure.

The fifth paragraph of the preamble to the Waste Discharge Requirements is:

"To facilitate proper funding and management of sanitary sewer systems, each Enrollee must develop and implement a system-specific Sewer System Management Plan (SSMP). To be effective, SSMPs must include provisions to provide proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management and cost benefit analysis. Additionally, an SSMP must contain a spill response plan that establishes standard procedures for immediate response to an SSO in a manner designed to minimize water quality impacts and potential nuisance conditions."

The Sewer System Management Plan (SSMP) must address the following elements:

1. Goals
2. Organization Structure
3. Legal Authority
4. Operation and Maintenance Program, including a Preventive Maintenance Program and a Rehabilitation and Replacement Program
5. Design and Performance Provisions
6. Overflow Emergency Response Plan
7. Fats, Oils, and Grease (FOG) Control Program
8. System Evaluation and Capacity Assurance Plan (SECAP)
9. Monitoring, Measurement, and Program Modifications
10. Sewer System Management Plan Program Audits
11. Communication Program

The Waste Discharge Requirements define a sanitary sewer system as, "Any system of pipes, pump stations, sewer lines, or other conveyances, upstream of a Wastewater Treatment Plant headworks used to collect and convey wastewater to the publicly owned treatment facility. Temporary storage and conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells, impoundments, tanks, etc.) are considered

to be part of the sanitary sewer system, and discharges into these temporary storage facilities are not considered to be SSOs”.

Enrollees are required to certify that the final SSMP and its constituent subparts are in compliance with the Sanitary Sewer Order. Enrollees are also required to obtain their governing board's approval of the final SSMP at a public hearing prior to certification as complete and in compliance. Enrollees do not send their SSMP to the State or Regional Water Boards for review or approval, but need to make them available upon request.

The City of Cypress (City) originally developed and implemented a written Sewer System Management Plan (SSMP) that was approved by the City Council on January 26, 2009. The first goal of this project is to review all relevant SSMP documents and program data and update the City of Cypress Sewer System Management Plan so that it is in compliance with the WDR.

Element 10 of the WDR, SSMP Program Audits, requires SSMP enrollees to conduct periodic internal audits and updates. Therefore, the second goal of this project is to audit the City's SSMP Program and make any recommendations for improvements/enhancements that will bring the City into further compliance with the WDR. The audit will be completed following the update of the SSMP.

Scope of Services

The scope of work for conducting the SSMP audit will include the following:

1.1 With City assistance, collect and review all documentation related to the SSMP program. Documentation will include but is not limited to:

- a. SSMP Written Document
- b. Previous SSMP Audit
- c. Sewer Master Plan
- d. Latest GIS for sewer and stormwater system
- e. Daily sewer cleaning log database
- f. Daily sewer pump station logs
- g. Records of pump station emergency system testing
- h. Records of pump station wet well cleaning, valve cleaning and testing, etc.
- i. Hot spot cleaning logs
- j. Capital Improvement Program list indicating sewer projects completed, designed, in construction and/or planned
- k. Design Standards for Sewer Facilities
- l. City Standard Sewer Plans
- m. Overflow Emergency Response Plan
- n. Fats, Oil and Grease Manual

- o. SSO reports
- p. Any complaint records related to sewer system
- q. Any emergency sewer repair records
- r. Communication / educational materials regarding sewer system

1.2 Interview City staff to discuss problems or concerns regarding the sewer system and staff recommendations for improvements to the SSMP.

1.3 Prepare audit report that shall focus on evaluating the effectiveness of the SSMP and the City's compliance with the SSMP requirements identified in the SWRCB's Order No. 2006-0003. The audit report will include the identification of any deficiencies in the SSMP and recommendations to correct them. Any work done by the City to address recommendations made in the previous audit report will be identified and documented.

We will provide three (3) hard copies and one (1) electronic PDF file of the draft report. Upon review, the City of Cypress will provide comments. A final report will then be generated which integrates the City's comments. Five (5) hard copies and one (1) electronic PDF file of the Final report will be provided. Electronic files (Word or Excel) for each complete document will be provided.

ATTACHMENT B

CITY OF CYPRESS
Engineering Consultant Services
for
Sewer System Management Plan Audit

SCHEDULE OF COMPENSATION

Description	Hours				Expenses	Cost
	Project Manager	Project Engineer	Assoc. Eng.	Total Hours		
Collect and review data	10	15	60	85		\$14,250
Interview City staff	10	10	10	30		\$5,760
Prepare Audit report	20	25	20	65	\$500	\$13,060
Hours	40	50	90	180		
Rate (\$/hr)	219	208	149			
Cost	\$8,760	\$10,400	\$13,410		\$500	\$33,070

ATTACHMENT C

CITY OF CYPRESS
Engineering Consultant Services
for
Sewer System Management Plan Audit

SCHEDULE OF PERFORMANCE

Milestone	Weeks
1.1 Collect and Review Data	3
1.2 Interview City staff	1
1.3 Prepare Audit Report	6
Coordination at 100% Report Submittal	10



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

7.

FROM: Douglas Dancs, Director of Public Works

DATE: 04/11/2022

SUBJECT: Award an On-Call Contract and approve a Task Order for Landscape Inspection Services

RECOMMENDATION

1. Award a contract service agreement for on-call landscape inspection services to Richard Fisher Associates; and
2. Approve a task order not to exceed \$100,800 to Richard Fisher Associates to provide landscape inspection services for ongoing maintenance of established landscape and trees in the City's medians, parkways and park facilities; and
3. Approve a \$25,200 budget appropriation transfer from personnel costs to contract landscape services in FY 2021-22 in the General Fund (\$22,700) and City Central Services Fund (\$2,500).

DISCUSSION

Starting in 2020, the Public Works Maintenance Division incurred staffing shortages in landscape maintenance due to extended position vacancies. The shortages are ongoing and an on-call landscape inspection services contract would benefit the Department and provide sufficient resources to allow landscape-related tasks and inspections to proceed.

On-call contracts provide the City with the flexibility to implement projects and use subject matter experts that can serve as an extension to City staff as needed. The City currently has similar on-call contracts for sewer, storm drain, landscape architecture services, construction management/inspection services, plan check and planning, and environmental consulting services.

Public Works issued Requests for Proposals (RFP) to seventeen consultants and posted the RFP on the City website and at City facilities. Richard Fisher Associates (RFA) was the only firm that submitted a proposal and was selected by a qualification-based procedure. Public Works and the Recreation and Community Services departments interviewed RFA and

determined they were highly qualified. RFA has done similar work for over 40 years, including for the cities of Aliso Viejo, Lake Forest, Yorba Linda, and San Clemente.

The initial term for the on-call contract is three years with an option for two one-year extensions. Prior to starting any new services for a particular project, the firm will provide a scope of work, project schedule, and fee proposal for review and approval. Future task orders will be brought forward to the City Council for approval if additional services are needed and salary savings are available as a result of the vacancies.

The recommended task order will provide landscape inspection services for the maintenance of established landscape and trees for the City's medians, parkways and park facilities, including our newest park, Lexington Park. The estimated cost is \$100,800 through the end of the calendar year. If the Public Works staffing vacancies are filled prior to the end of 2022, the task order can be canceled or reduced.

BUDGET IMPACT

The estimated cost of services for this task order is \$25,200 in FY 2021-22 and \$75,600 in FY 2022-23.

Sufficient salary savings for these costs are available in FY 2021-22 due to the existing staffing vacancy, therefore the recommended transfer will not impact projected General Fund fund balance at June 30, 2022.

The proposed FY 2022-23 budget will include sufficient personnel appropriations to offset the \$75,600 remaining on the task order if additional contract landscape inspection services are needed due to ongoing staffing vacancies.

LEGAL REVIEW

The City Attorney has approved this agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Agreement
Task Order
Appropriation Transfer Table (FY 2021-22)

**AGREEMENT FOR
ON-CALL LANDSCAPE INSPECTION CONTRACT SERVICES**

By and Between

CITY OF CYPRESS

and

Richard Fisher Associates, a California Corporation

**AGREEMENT FOR ON-CALL LANDSCAPE INSPECTION CONTRACT
SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND
Richard Fisher Associates, a California Corporation**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 20__ by and between the City of Cypress, a California municipal corporation ("City") and Richard Fisher Associates, a California Corporation ("Consultant"). City and Consultant 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. Consultant, 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 Consultant 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 Consultant 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, Consultant 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. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant 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 Consultant’s Proposal.

The Scope of Service shall include the Consultant’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.

Consultant 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.

Consultant 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. Consultant 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 Consultant’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, Consultant warrants that Consultant (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, Consultant warrants that Consultant 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 Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant 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 Consultant, 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 Consultant. 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant 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 Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. 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 Consultant 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 (see Exhibit "C") Dollars (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 Consultant'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 subConsultant expenses of an approved subConsultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant 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 Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant 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, Consultant 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-Consultant contracts. Sub-Consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant 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 Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

Consultant 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 Consultant, 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant'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 Consultant.

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

Richard A. Fisher, President
(Name) (Title)

(Name) (Title)

(Name) (Title)

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 Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, 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 Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subConsultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subConsultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Director of Public Works or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, 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 Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant 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 Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant 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 Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) SubConsultants. Consultant shall include all subConsultants as insureds under its policies or shall furnish separate certificates and certified endorsements for each subConsultant. All coverages for subConsultants 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, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, 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 Consultant 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 Consultant 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 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]


Consultant Initials

City, 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 Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. 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. Consultant'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 or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subConsultant shall require the subConsultant to maintain the same policies of insurance that the Consultant 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, Consultant agrees to indemnify, defend and hold harmless the City, 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 Consultant, its officers, employees, agents, subConsultants, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant 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) Consultant will 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 Consultant hereunder; and Consultant 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 Consultant 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 Consultant hereunder, Consultant 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 attorney's fees.

Consultant shall incorporate similar indemnity agreements with its subConsultants and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City 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 Consultant 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 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 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 Consultant 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 Consultant 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.

Consultant shall keep, and require subConsultants 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 Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant 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.

Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, its employees, subConsultants 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 Consultant 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 Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subConsultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant 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 Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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) Consultant, its officers, employees, agents or subConsultants, 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 Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subConsultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subConsultants 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant 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 Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant 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 Consultant 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 Consultant'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.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant 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 Consultant 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, Consultant 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 Consultant. In addition, the Consultant may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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 Consultant has initiated termination, the Consultant 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 Consultant.

If termination is due to the failure of the Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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 subConsultant without the express written consent of the Contract Officer. Consultant 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.

Consultant 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. Consultant 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.

Consultant 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 Consultant 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, Consultant 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 Consultant, 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 Consultant 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.*)

Consultant 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. Consultant 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. Consultant 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.

Consultant'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.

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

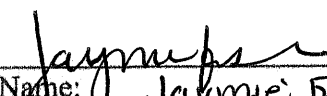
Fred Galante, City Attorney

CONSULTANT:

Richard Fisher Associates, a
California Corporation

By: 

Name: RICHARD A. FISHER
Title: PRESIDENT

By: 

Name: Jaymie Fisher
Title: ASSISTANT TREASURER

Address: 4902 Kron
Irvine, CA 92604

Two corporate officer signatures required when Consultant 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

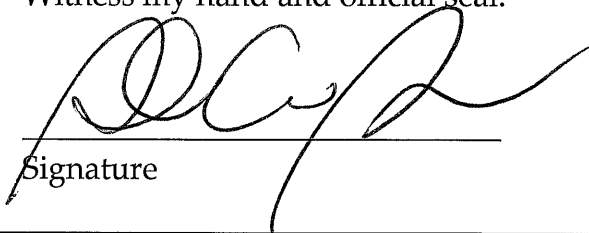
"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of California)
) ss.
County of Orange)

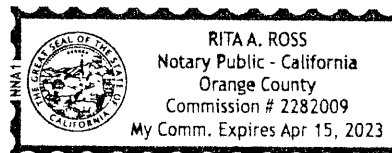
On MARCH 24, 2022, before me, **Rita A. Ross**, a Notary Public, personally
(Here insert the name and title of the officer)
appeared RICHARD A. FISHER and JAYMIE FISHER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.



Signature



[Seal]

Attached to: AGREEMENT FOR ON-CALL LANDSCAPE INSP. CONTRART
SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

A-1 **SPECIFIC Requirements for Scope of SERVICES**

A-1.1 In general, the consultant shall perform professional landscape and tree inspection services for ongoing maintenance and construction of established landscape and trees in the City's medians, parkways and park facilities, on an "as-needed" basis for landscape and tree maintenance and construction contracts that are performed by contracted landscape and tree maintenance and construction contractors. The scope of work includes providing professional landscape and tree inspection services for ongoing maintenance and construction of established landscape and tree maintenance contracts that are performed by contracted landscape and tree maintenance and construction contractors, under the supervision and direction of the Maintenance Superintendent and/or Maintenance Supervisor. Consultant staff is responsible for performing day-to-day professional and sub-professional inspection activities for the Public Works Department, relating to landscape and tree maintenance and construction contracts performed by contracted landscape and tree maintenance and construction contractors; to coordinate work; and to perform other related duties as required.

Examples of duties includes, but shall not be limited to: understanding and interpreting specifications and contract documents for landscape and tree maintenance and construction contracts related to medians, parkways and park facilities; coordinates contracts with contractors, utility companies and other public agencies; providing technical information to personnel in other departments and the public; providing technical landscape inspection support to the Public Works Department; investigating community complaints and preparing reports recommending appropriate action; and performs other related duties as assigned.

Consultant shall provide one inspector supported by other team members provided by the Consultant to work in the City or provide background support in order to assist the Public Works Department in interpreting and enforcing contract documents for landscape and tree maintenance and construction throughout the City. The inspector will work hand-in-hand with the City's landscape and tree maintenance and construction contractors and Public Works Department to ensure that work is being completed in accordance with standards set forth in the contract documents. The inspector shall document daily activities and interactions with the contractors using a daily log and logs shall be provided to the City each week.

Billable hours shall be only for hours actively working in the City. Compensation for any drive time to and from the City shall be included in the hourly cost for billable hours each week.

The inspector will be expected to continually drive throughout the City to observe and coordinate work, attend meetings, and shall drive their own personal or company vehicle while working in the City. Compensation for usage of a personal or company vehicle shall

be included in the hourly cost for billable hours each week. No additional compensation will be made for use of a vehicle.

A-1.2 Prior to starting any work, Consultant shall submit a proposed, detailed Task Order scope of services, fee proposal, schedule, and over-all project estimate, to the Contract Officer for approval. No work shall begin until written approval by the Engineering Division.

A-1.3 Scope of Services and number of hours for each Task shall be upon mutual agreement by the City and the Consultant.

A-2 General Requirements for Scope of SERVICES

A-2.1 Invoices: The Consultant shall submit not more than one invoice a month and shall obtain a copy of the accounts payable schedule. The invoice will be in a format that is acceptable to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, percentage of dollars spent. The Consultant shall prepare invoices that show costs against each major milestone task. An updated schedule shall be provided with each submitted invoice.

The Consultant shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Consultant has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Consultant shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Consultant authorized to exceed the Task Order "not to exceed price" without prior written approval from the City.

A-2.2 Computer Files: At the conclusion of each Task Order, or mutually agreed milestones, the Consultant shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Consultant shall use or transfer files into the following formats: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Google Docs Databases: Microsoft Access, GIS: ArcView, Drawings: AutoCAD. All final plans and digital files shall be submitted via an online fileshare method or submitted on a flash drive.

The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

A-2.3 Key Personnel: The Consultant shall not reassign any personnel mentioned in the SOQ/RFP/Interview process unless under extraordinary circumstances. The Consultant shall secure the prior written approval of the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

The Consultant's project manager shall supervise and direct the services, and have overall responsibility for the services in accordance with the Consultant agreement and Scope of Work. The Consultant shall be solely responsible for implementation of all Consultants services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

All workers shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion to require the removal of the Consultant's personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and request such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

A-2.4 UNAUTHORIZED WORK: Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Consultant. Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

A-2.5 AUDITS: The Consultant shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall permit the Consultant to furnish the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine, any books, records, accounts, and other documents of the Consultant directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Consultant hereunder. The City will make reasonable efforts to assure that any such representative is not a competitor of the Consultant to which the disclosure of such cost information would have a detrimental effect on the Consultant's business. The City shall notify the Consultant with the identity of any representative and the Consultant will have the right to verify that the representative is not a competitor prior to the audit. The Consultant shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement.

A-2.6 CONSULTANT'S INTERACTION WITH MEDIA AND THE PUBLIC: The Consultant shall refer all inquiries from the news media to the City. If the Consultant receives a complaint from a citizen or the community, the Consultant shall inform the Contract Officer what action was taken to alleviate the situation.

A-2.7 SUB-CONSULTANTS/SUBCONSULTANT: The City reserves the right of prior approval of all sub-consultants and retains the right to request the Consultant to terminate any sub-consultant, for any reason deemed appropriate by the City, by so notifying the

Consultant in writing. Should said notification be submitted to the Consultant, it shall terminate said sub-consultant immediately.

The City shall have no liability to any sub-consultant(s) for payment for services under this Contract or other work performed for Consultant. Any subcontract entered into by Consultant under the contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of the Consultant.

A-2.8 Direct Expenses: It is expected that the Consultant has extensive knowledge and experience performing this type of work. If requested by the City, the Consultant shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Consultant's hourly rates. Therefore, the Consultant shall receive no additional compensation beyond that which is detailed in their budget.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.1 and **REPLACE** with the following:

"1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those on-call 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. Consultant acknowledges and agrees that City has no obligation to utilize Consultant under this Agreement. As a material inducement to the City entering into this Agreement, Consultant 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. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant 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."

II. **DELETE** subsection 1.8 and **REPLACE** with the following:

"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 a particular Task Order, as defined in Exhibit "A," 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 Consultant, 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 Consultant. Any increase in compensation up to the amount authorized by the City Council ("Task Order Contingency"); 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant 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 Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. 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.

II. **DELETE** subsection 2.1 and **REPLACE** with the following:

“2.1 Contract Sum. For on-call services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. For each Task Order, as defined in Exhibit “A,” Consultant shall provide a not-to-exceed Task Order amount as further described in Exhibit “A” (“Contract Sum”).”

III. **DELETE** subsection 3-4 and **REPLACE** with the following:

“3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, but not exceeding three (3) calendar years from the date hereof, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of one (1) extended term of two (2) years. In order to do so, City shall, not later than ninety (90) calendar days prior to the expiration of the initial term, give Consultant written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for one (1) extended term of two (2) additional calendar years, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged.”

IV. **The title of Article 5 shall read as follows:**

“INSURANCE, INDEMNIFICATION, AND BONDS”

V. **Section 5.1(d) shall be amended to read as follows:**

“Professional Liability. Professional liability insurance in the amount not less than one million dollars (\$1,000,000). 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 Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.”

VI. **Section 5.5 shall be added as follows:**

“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’s 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 Consultant 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 Consultant 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the hourly rate schedule, attached hereto as Exhibit "C-1".
- II. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer.
- III. All Task Orders shall be specified in writing, including, but not limited to, the Not-to-Exceed fee for services rendered.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

Effective March 16, 2022 through June 30, 2023

On-Call Landscape Contract Services

Principal Landscape Architect.....	\$ 145.00
Arborist.....	\$ 140.00
Landscape Inspector	\$ 135.00
Associate.....	\$ 85.00
AutoCAD Operator.....	\$ 85.00
Clerical.....	\$ 85.00

Reimbursable Expenses are in to addition to fees for professional services and are billed at cost plus a 15% processing fee. Reimbursable Expenses may include, but are not limited to:

- A. Postage, shipping and messenger expenses other than first class mail.
- B. Reprographics, such as original plots, reports, estimates, photocopying of project-related documents, copies of drawings and presentation quality perspectives.
- C. Parking and mileage costs for meetings and travels within the City limits are included in the above hourly rates.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- D-1 Hourly rates, set forth in Exhibit "C-1", may be modified upon approval of the Contract Officer, on an annual basis.
- D-2 Specific work shall be implemented by means of Task Orders, issued in writing by the Contract Officer to the Consultant, including, but not limited to, a Not-to-Exceed fee for services rendered for each Task Order.
- D-3 In the case of emergency work, Consultant shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.

Task Order

On Call Contract Date	4/11/2022	Contract Approved by Council	Yes
Consultant	Richard Fisher Associates		
Project	Landscape Inspection Services		
Amount	\$100,800 maximum		
Service	Landscape inspection services for ongoing maintenance of landscape and trees in the City's medians, parkways and park facilities.		
Hourly Rates	Principal Landscape Architect – Rate \$145 / hour per contract. Arborist – Rate \$140 / hour per contract. Landscape Inspector – Rate \$135 / hour per contract.		
Schedule	Up to 20 hours per week. Work amount may vary dependent on needs or assigned by the Director. The task order may be discontinued at any time upon written notice of the Director.		

Reviewed:  Digitally signed by Douglas Dancs Date: 2022.04.05 15:16:56 -07'00' Director of Public Works
--

Notes

1. All Task Orders must be performed within the budgetary limits established by the Task Order.
2. Provide sufficient back up for hours charged, as required by the Director.
3. Reimbursable for reprographics, postage, shipping and messenger service. Mileage travel costs are not reimbursable, as they are included in hourly rates.
4. Inspections shall apply standards set forth in applicable maintenance contracts (Right-of-Way, Park and Facilities, and Lexington Park Landscape Maintenance Services; and Citywide Tree Maintenance)

Appropriation Transfer Table

Description	Program	Transfer From Salary & Fringe	Transfer To Contract Services
		FY 21/22	FY 21/22
		\$(25,200.00)	\$25,200.00
Tree Maintenance	111-70212-7216	\$(8,477.76)	\$8,477.76
Parkway Maintenance	111-70212-7217	\$(7,994.83)	\$7,994.83
Retarding Basin	111-70221	\$(159.07)	\$159.07
Senior Center Landscape	111-70228-7224	\$(169.54)	\$169.54
Parks	111-70228-7228	\$(4,369.07)	\$4,369.07
Sports Park	111-70228-7235	\$(1,534.95)	\$1,534.95
Stanton Channel Berm	271-70239	\$(404.09)	\$404.09
Civic Center Landscape	711-70624-7629	\$(1,829.28)	\$1,829.28
Corporate Yard	711-70627-7632	\$(261.41)	\$261.41
Total		\$(25,200.00)	\$25,200.00



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

8.

FROM: Douglas Dancs, Director of Public Works

DATE: 04/11/2022

SUBJECT: Receive the Annual Solid Waste Franchise Consumer Price Index Rate Adjustment

RECOMMENDATION

Receive the Annual Solid Waste Franchise Consumer Price Index Rate Adjustment.

DISCUSSION

The solid waste franchise provides Valley Vista Services (VVS) an annual rate adjustment each July 1. The adjustment includes a weighted average of component indexes based on the published Consumer Price Index (CPI) of 7.4%, the County gate fee for disposal, and the recycling and transfer facility gate fee for green waste recycling. The franchise includes CPI caps: 3.5 percent plus 85 percent of the CPI increase above the cap on regular disposal; and five percent plus 85 percent of the CPI increase above the cap on green waste recycling. The resulting rate adjustment is 4.77 percent for residential accounts, 5.69 percent for commercial accounts, and 6.81 percent for all other services.

In July, residential rates will be \$22.12 per month (a \$1.01 increase). Commercial rates vary based on container size and frequency of service. For the average commercial customer with a three-cubic yard dumpster serviced one time per week, the rate will be \$154.13 per month (an \$8.29 increase).

The franchise requires VVS to prepare and distribute a notice to customers within 60 days of the effective date of a rate change.

BUDGET IMPACT

None.

LEGAL REVIEW

N/A.

APPROVED BY:

Peter Grant, City Manager

Attachments

VVS Rate Adjustment Letter

Residential Rate Adjustment Table



Valley Vista Services
Waste Disposal and Recycling Division

17445 East Railroad Street • City of Industry, California 91748 • (626) 961-6291 • Fax (626) 961-1105

Recovering the Earth's Resources

March 10, 2022

RECEIVED

MAR 15 2022

**CITY OF CYPRESS
PUBLIC WORKS**

Mr. Douglas A. Dancs, P.E.
Director of Community Development
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Re: Annual Rate Adjustment under the terms of "An Exclusive Franchise Agreement for the Provision of Solid Waste & Recycling Services" dated September 22, 2014 – **Amended November 22, 2021.**

Dear Mr. Dancs,

In reference to the above, the agreement allows for the annual application for rate adjustment effective July 1, 2016 and each year thereafter.

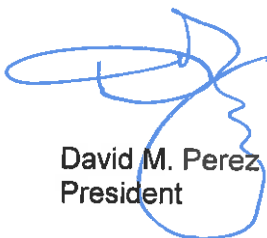
This letter shall serve as Valley Vista Services, Inc.'s (VVS) formal application for rate adjustment as per the terms of the agreement with implementation of the new rates effective July 1, 2022.

The Agreement provides for rate adjustments based upon provisions detailed in Article 49, Section 9.02, and Subsections 9.02.1, 9.02.2, 9.02.3, 9.02.4, 9.02.5 and Section 9.03.

Part of the Automatic Adjustment is based upon the change in the Consumer Price Index (CPI) for the period ending February 2022. Included in this letter are work papers requesting rate increases based on the February 2022 CPI index. This is based on computations without any extraordinary increase factors.

We look forward to discussing the proposed rate adjustments with you at your earliest opportunity.

Sincerely,



David M. Perez
President

CART SERVICE		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)	
1	Collection ⁽¹⁾	281.347	302.164	7.40%	
2	Disposal ⁽²⁾	35.67	36.09	1.18%	
3	Green Waste ⁽¹⁾	281.35	302.16	7.40%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
4	Collection Service ⁽⁴⁾	6.81%	46.00%	3.13%	
5	Disposal	1.18%	37.00%	0.44%	
6	Green Waste ⁽⁵⁾	7.04%	17.00%	1.20%	
6.5	Discretionary Rate Adjustment			0.00%	
7	Total Residential Cart Percentage Rate Adjustment			4.77%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 7, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
8	RESIDENTIAL CART SERVICE – One 96-gallons capacity each: refuse, recycling, and green waste carts – weekly collection; billing provided by City billing Agent.	\$21.11	4.77%	1.01	22.12
9	Additional Refuse Cart(s) – Each.	\$6.23	4.77%	0.30	6.53
10	Additional Green Waste Cart(s) – Each after first 2.	\$31.17	4.77%	1.49	32.66
11	First Additional Green Waste Cart and All Additional Recycling Carts will be free of charge.	n/c	n/a	n/a	n/c
12	Cart Delivery (addition, removal or exchange) beyond two (2) per type per customer.	\$31.17	4.77%	1.49	32.66
13	Cart Replacement Due to Customer Damage.	\$62.34	4.77%	2.97	65.31
14	On-Call Bulky Waste / E-Waste (Up to two (2) items per year.)	n/c	n/a	n/a	n/c
15	On-Call Bulky Waste / E-Waste (beyond two (2) per year.)	\$62.34	4.77%	2.97	65.31
16	Annual Holiday Tree Collection	n/c	n/a	n/a	n/c
17	Cart Roll-Out Service – Incremental Charge (in addition to base charge in line 8).	\$31.17	4.77%	1.49	32.66

BIN/COMPACTOR SERVICE		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)	
1	Collection ⁽¹⁾	281.347	302.164	7.40%	
2	Disposal ⁽²⁾	35.67	36.09	1.18%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Collection ⁽⁴⁾	6.81%	80.00%	5.45%	
4	Disposal	1.18%	20.00%	0.24%	
4.5	Discretionary Rate Adjustment			0.00%	
5	Total Commercial Service Percentage Rate Adjustment			5.69%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 5 or 1, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
6	Refuse 2 Cu Yards 1 x WK	135.15	5.69%	7.69	142.84
7	Refuse 2 Cu Yards 2 X Wk	233.14	5.69%	13.26	246.40
8	Refuse 2 Cu Yards 3 X WK	311.32	5.69%	17.70	329.03
9	Refuse 2 Cu Yards 4 X Wk	389.51	5.69%	22.15	411.66
10	Refuse 2 Cu Yards 5 X Wk	465.18	5.69%	26.45	491.64
11	Refuse 2 Cu Yards 6 X Wk	541.79	5.69%	30.81	572.60
12	Refuse 3 Cu Yards 1 x Wk	145.84	5.69%	8.29	154.13
13	Refuse 3 Cu Yards 2 X Wk	241.30	5.69%	13.72	255.02
14	Refuse 3 Cu Yards 3 X Wk	330.12	5.69%	18.77	348.90
15	Refuse 3 Cu Yards 4 X Wk	414.98	5.69%	23.60	438.57
16	Refuse 3 Cu Yards 5 X Wk	497.17	5.69%	28.27	525.45
17	Refuse 3 Cu Yards 6 X Wk	583.35	5.69%	33.17	616.53
18	Refuse 4 Cu Yards 1 x Wk	199.84	5.69%	11.36	211.20
19	Refuse 4 Cu Yards 2 X Wk	326.16	5.69%	18.55	344.71
20	Refuse 4 Cu Yards 3 X Wk	396.24	5.69%	22.53	418.78
21	Refuse 4 Cu Yards 4 X Wk	465.00	5.69%	26.44	491.44
22	Refuse 4 Cu Yards 5 X Wk	535.05	5.69%	30.43	565.48
23	Refuse 4 Cu Yards 6 X Wk	625.35	5.69%	35.56	660.92
24	Extra Dump Refuse	53.03	5.69%	3.02	56.05
25	Locking Bin Fee 1x	20.02	5.69%	1.14	21.16
26	Locking Bin Fee 2x	26.69	5.69%	1.52	28.21
27	Locking Bin Fee 3x	33.36	5.69%	1.90	35.26
28	Locking Bin Fee 4x	40.04	5.69%	2.28	42.31
29	Locking Bin Fee 5x	46.71	5.69%	2.66	49.37
30	Locking Bin Fee 6x	53.38	5.69%	3.04	56.42
31	96 Gallon Cart	26.52	5.69%	1.51	28.02
32	96 Gallon Cart Extra Dump	13.26	5.69%	0.75	14.01
33	Compactor 2 Cu Yards 1 x WK	265.16	5.69%	15.08	280.24
34	Compactor 2 Cu Yards 2 X Wk	464.03	5.69%	26.39	490.42
35	Compactor 2 Cu Yards 3 X WK	623.13	5.69%	35.44	658.56
36	Compactor 2 Cu Yards 4 X Wk	795.48	5.69%	45.24	840.72
37	Compactor 2 Cu Yards 5 X Wk	928.06	5.69%	52.78	980.84
38	Compactor 2 Cu Yards 6 X Wk	1,060.64	5.69%	60.32	1,120.96
39	Compactor 3 Cu Yards 1 x Wk	291.68	5.69%	16.59	308.26
40	Compactor 3 Cu Yards 2 X Wk	477.29	5.69%	27.14	504.43
41	Compactor 3 Cu Yards 3 X Wk	662.90	5.69%	37.70	700.60
42	Compactor 3 Cu Yards 4 X Wk	828.62	5.69%	47.12	875.75
43	Compactor 3 Cu Yards 5 X Wk	994.35	5.69%	56.55	1,050.90
44	Compactor 3 Cu Yards 6 X Wk	1,166.70	5.69%	66.35	1,233.05
45	Compactor 4 Cu Yards 1 x Wk	318.19	5.69%	18.10	336.29
46	Compactor 4 Cu Yards 2 X Wk	490.55	5.69%	27.90	518.44
47	Compactor 4 Cu Yards 3 X Wk	702.67	5.69%	39.96	742.63
48	Compactor 4 Cu Yards 4 X Wk	861.77	5.69%	49.01	910.78
49	Compactor 4 Cu Yards 5 X Wk	1,060.64	5.69%	60.32	1,120.96
50	Compactor 4 Cu Yards 6 X Wk	1,272.77	5.69%	72.38	1,345.15

BIN SERVICE - RECYCLING		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)	
1	Collection ⁽¹⁾	281.347	302.164	7.40%	
2					
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Collection ⁽⁴⁾	6.81%	100.00%	6.81%	
4					
4.5	Discretionary Rate Stabilization			0.00%	
5	Total Commercial Service Percentage Rate Adjustment			6.81%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 5, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
6	Recycling 3 Cu Yards 1 x Wk	109.38	N/A	75% of Bin Rate	115.60
7	Recycling 3 Cu Yards 2 X Wk	180.97	N/A	75% of Bin Rate	191.26
8	Recycling 3 Cu Yards 3 X Wk	247.59	N/A	75% of Bin Rate	261.67
9	Recycling 3 Cu Yards 4 X Wk	311.23	N/A	75% of Bin Rate	328.93
10	Recycling 3 Cu Yards 5 X Wk	372.88	N/A	75% of Bin Rate	394.09
11	Recycling 3 Cu Yards 6 X Wk	437.51	N/A	75% of Bin Rate	462.39
12	96 Gallon Cart Recycling	19.89	N/A	75% of Bin Rate	21.02
13	Extra Dump Recycling - Bin	40.22	6.81%	2.74	42.96
14	Extra Dump Recycling - 96 Gal Cart	13.41	6.81%	0.91	14.32

BIN GREEN WASTE SERVICES		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)	
1	Collection ⁽¹⁾	281.347	302.164	7.40%	
2	Disposal ⁽¹⁾	281.347	302.164	7.40%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Collection ⁽⁴⁾	6.81%	80.00%	5.45%	
4	Disposal ⁽⁵⁾	7.04%	20.00%	1.41%	
4.5	Discretionary Rate Adjustment			0.00%	
5	Total Commercial Service Percentage Rate Adjustment			6.86%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 5 or 1, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
6	Green Waste 2 Cu Yards 1 x WK	90.63	6.86%	6.22	96.85
7	Green Waste 2 Cu Yards 2 X Wk	130.51	6.86%	8.95	130.51
8	Green Waste 2 Cu Yards 3 X WK	188.80	6.86%	12.95	201.75
9	Green Waste 2 Cu Yards 4 X Wk	271.89	6.86%	18.65	290.54
10	Green Waste 2 Cu Yards 5 X Wk	317.20	6.86%	21.76	338.96
11	Green Waste 2 Cu Yards 6 X Wk	362.51	6.86%	24.87	387.38
12	Green Waste 3 Cu Yards 1 x Wk	99.69	6.86%	6.84	106.53
13	Green Waste 3 Cu Yards 2 X Wk	151.04	6.86%	10.36	161.40
14	Green Waste 3 Cu Yards 3 X Wk	226.57	6.86%	15.54	242.11
15	Green Waste 3 Cu Yards 4 X Wk	302.09	6.86%	20.72	322.81
16	Green Waste 3 Cu Yards 5 X Wk	339.86	6.86%	23.31	363.17
17	Green Waste 3 Cu Yards 6 X Wk	392.72	6.86%	26.94	419.66
18	Green Waste 4 Cu Yards 1 x Wk	135.94	6.86%	9.32	145.26
19	Green Waste 4 Cu Yards 2 X Wk	226.57	6.86%	15.54	242.11
20	Green Waste 4 Cu Yards 3 X Wk	271.89	6.86%	18.65	290.54
21	Green Waste 4 Cu Yards 4 X Wk	332.30	6.86%	22.79	355.09
22	Green Waste 4 Cu Yards 5 X Wk	377.62	6.86%	25.90	403.52
23	Green Waste 4 Cu Yards 6 X Wk	415.37	6.86%	28.49	443.86
24	Locking Bin Fee 1x	20.49	6.86%	1.41	21.90
25	Locking Bin Fee 2x	27.32	6.86%	1.87	29.19
26	Locking Bin Fee 3x	34.15	6.86%	2.34	36.49
27	Locking Bin Fee 4x	40.98	6.86%	2.81	43.79
28	Locking Bin Fee 5x	47.82	6.86%	3.28	51.10
29	Locking Bin Fee 6x	54.65	6.86%	3.75	58.40
30	96 Gallon Cart	79.65	6.86%	5.46	85.11

BIN ORGANICS SERVICES		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/Column A)-1)	
1	Collection ⁽¹⁾	281.347	302.164	7.40%	
2	Disposal ⁽¹⁾	281.347	302.164	7.40%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Collection ⁽⁴⁾	6.81%	80.00%	5.45%	
4	Disposal ⁽⁶⁾	7.04%	20.00%	1.41%	
4.5	Discretionary Rate Adjustment			0.00%	
5	Total Commercial Organics Service Percentage Rate Adjustment			6.86%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 5, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
6	Organics 2 Cu Yards 1 x WK	184.09	6.86%	12.63	196.72
7	Organics 2 Cu Yards 2 X Wk	317.54	6.86%	21.78	339.32
8	Organics 2 Cu Yards 3 X WK	424.04	6.86%	29.09	453.13
9	Organics 2 Cu Yards 4 X Wk	530.51	6.86%	36.39	566.90
10	Organics 2 Cu Yards 5 X Wk	633.57	6.86%	43.46	677.03
11	Organics 2 Cu Yards 6 X Wk	737.92	6.86%	50.62	788.54
12	Organics 3 Cu Yards 1 x Wk	198.64	6.86%	13.62	212.26
13	Organics 3 Cu Yards 2 X Wk	328.64	6.86%	22.54	351.18
14	Organics 3 Cu Yards 3 X Wk	449.63	6.86%	30.84	480.47
15	Organics 3 Cu Yards 4 X Wk	563.39	6.86%	38.64	602.03
16	Organics 3 Cu Yards 5 X Wk	677.15	6.86%	46.45	723.60
17	Organics 3 Cu Yards 6 X Wk	794.52	6.86%	54.50	849.02
18	Organics 4 Cu Yards 1 x Wk	272.18	6.86%	18.67	290.85
19	Organics 4 Cu Yards 2 X Wk	444.23	6.86%	30.47	474.70
20	Organics 4 Cu Yards 3 X Wk	539.69	6.86%	37.02	576.71
21	Organics 4 Cu Yards 4 X Wk	633.32	6.86%	43.44	676.76
22	Organics 4 Cu Yards 5 X Wk	728.75	6.86%	49.99	778.74
23	Organics 4 Cu Yards 6 X Wk	851.74	6.86%	58.42	910.16
24	96 Gallon Cart	95.56	6.86%	6.55	102.11
24	70 Gallon Cart	90.92	6.86%	6.24	97.16

ROLL-OFF SERVICES		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)	
1	Collection ⁽¹⁾	281.347	302.164	7.40%	
2	Disposal ⁽²⁾	35.67	36.090	1.18%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Total Roll-Off Collection & Other Services Percentage Rate Adjustment ⁽³⁾	6.81%	100.00%	6.81%	
4	Roll-Off Disposal ⁽³⁾	1.18%	100.00%	1.18%	
4.5	Discretionary Rate Adjustment			0.00%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 3 & 4, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
5	MRF C&D Service Component ⁽⁴⁾	25.85	6.81%	1.76	27.62
6	Disposal Component	35.82	1.18%	0.42	36.25
7	Per Ton C&D MRF Processing Fee for C&D (Row 5 + Row 6) ⁽⁵⁾	61.68	3.54%		63.86
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 3 or 4, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
8	Roll-Off Or Compactor Service Up to 6 Tons	553.85	6.81%	37.74	591.59
9	Roll-Off C&D Service Up to 6 Tons	715.73	6.81%	48.77	764.50
10	Roll-Off Daily Rental (after 7 days with no dump)	12.24	6.81%	0.83	13.07
11	Roll-Off Dead Run	36.72	6.81%	2.50	39.22
12	Overloaded Container	46.30	1.18%	0.55	46.84
13	3-Yard Clean up Bin: Includes one dump	146.88	1.76	258.77	405.66
14	3-Yard Clean-up Bin (each dump)	61.20	6.81%	4.17	65.37
15	3-Yard Clean-up Bin Dead run	12.24	1.76	21.56	33.80
16	3-Yard Clean-up Bin Rental (after 7 days with no dump)	6.12	6.81%	0.42	6.54

OTHER SERVICES		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)	
1	Collection ⁽¹⁾	281.347	302.164	7.40%	
2					
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Collection ⁽³⁾	6.81%	100.00%	6.81%	
4					
4.5	Discretionary Rate Stabilization			0.00%	
5	Total Commercial Service Percentage Rate Adjustment			6.81%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 5, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
6	On-Call Bulky Waste – Commercial Premises	\$67.03	6.81%	4.57	71.60
7	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Up to two (2) items per year.)				
8	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Beyond two (2) items per year.)	\$67.03	6.81%	4.57	71.60
9	On-Call E-Waste & U-Waste Collection & Recycling – Commercial & Multi-Family Premises	\$67.03	6.81%	4.57	71.60
10	Household Hazardous Waste Collection – Multi-Family Premises	\$67.03	6.81%	4.57	71.60
11	Emergency Service	\$67.03	6.81%	4.57	71.60
12	Maximum Late Fee	6.42%	6.81%	0.44%	6.86%
13	Bin Washing Service beyond Once a Year				

Download:

COLLECTION

CART SERVICE	
--------------	--

ORGANICS

	BIN SERVICE GW
--	----------------

**GREENWASTE/
ORGANICS**

CART SERVICE	
--------------	--

ORGANICS

	BIN SERVICE GW
--	----------------

DISPOSAL

CART SERVICE	
--------------	--

OTHER SERVICE

CHANGE		20.817
PERCENT		7.40%
CAP TIER ONE		
ALLOWABLE 100%		3.50%
ALLOWABLE OVER CAP:		
85%	3.90%	3.31%
TOTAL CPI		6.81%

MAXIMUM RESIDENTIAL		MAXIMUM RATES	
A.	RESIDENTIAL CART SERVICE – One 96-gallons capacity each: refuse, recycling, and green waste carts – weekly collection; billing provided by City billing Agent.	22.12	Per Month
B.	Additional Refuse Cart(s) – Each.	6.53	Per Month
C.	Additional Green Waste Cart(s) – Each after first 2.	32.66	Per Month
D.	First Additional Green Waste Cart and All Additional Recycling Carts will be free of charge.	No Charge	
E.	Cart Delivery (addition, removal or exchange) beyond two (2) per type per customer.	32.66	Per Trip
F.	Cart Replacement Due to Customer Damage.	65.31	Per Event
G.	On-Call Bulky Waste / E-Waste (Up to two (2) items per year.)	No Charge	
H.	On-Call Bulky Waste / E-Waste (beyond two (2) per year.)	65.31	Per item
I.	Annual Holiday Tree Collection	No Charge	
J.	Cart Roll-Out Service – Incremental Charge (in addition to base charge in line A).	32.66	Per Month

ITEM	MAXIMUM COMMERCIAL ROLL-OFF BOX & COMPACTOR SERVICE	MAXIMUM RATES	
A.	Roll-Off Box or Compactor Service up to 6 Tons	591.59	Per Pull
B.	Roll-Off C&D Service Up to 6 Tons	764.50	Per Pull
C.	C&D MRF Fee	63.86	Per Ton
D.	Daily Rental (After 7 days with no dump)	13.07	Per Day
E.	Dead Run	No Charge	0
F.	Overload Container	46.84	Per Ton

0

ITEM	MAXIMUM TEMPORARY BIN SERVICE	MAXIMUM RATES	
A.	3-Yard Bin: Delivery and Removal (1 st Dump included)	405.66	
B.	3-Yard Bin: Additional Dump	65.37	Each Dump
C.	Dead Run	33.80	
D.	Daily Rental (After 7 days with no dump)	6.54	Per Day

ITEM	OTHER SERVICES	MAXIMUM RATES	
A.	On-Call Bulky Waste – Commercial Premises	71.60	Per Item
B.	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Up to two (2) items per year.)	No Charge	
C.	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Beyond two (2) items per year.)	71.60	Per Item
D.	On-Call E-Waste & U-Waste Collection & Recycling – Commercial & Multi-Family Premises	71.60	Per Item
E.	Household Hazardous Waste Collection – Multi-Family Premises	71.60	Per Item
F.	Emergency Service	71.60	Per Hour
G.	Maximum Late Fee	6.86%	Per Annum
H.	Bin Washing Service beyond Once a Year	No Charge	

MAXIMUM MONTHLY COMMERCIAL & MULTI-FAMILY SOLID WASTE SERVICE RATES							
Container Size	Pickups per Week						
	1 X	2 X	3 X	4 X	5 X	6 X	Extra Dump
2 Cubic Yards	142.84	246.40	329.03	411.66	491.64	572.60	56.05
3 Cubic Yards	154.13	255.02	348.90	438.57	525.45	616.53	56.05
4 Cubic Yards	211.20	344.71	418.78	491.44	565.48	660.92	56.05
Locking Bin Fee	21.16	28.21	35.26	42.31	49.37	56.42	56.05
96 Gal Cart	28.02	n/a	n/a	n/a	n/a	n/a	14.01

MAXIMUM MONTHLY COMMERCIAL SOURCE-SEPARATED RECYCLING SERVICE RATES							
Container Size	Pickups per Week						
	1 X	2 X	3 X	4 X	5 X	6 X	Extra Dump
3 Cubic Yards	115.60	191.26	261.67	328.93	394.09	462.39	42.96
96 Gal Cart	21.02	n/a	n/a	n/a	n/a	n/a	14.32

MAXIMUM MONTHLY COMPACTOR SERVICE RATES							
Container Size	Pickups per Week						
	1 X	2 X	3 X	4 X	5 X	6 X	
2 Cubic Yards	280.24	490.42	658.56	840.72	980.84	1,120.96	
3 Cubic Yards	308.26	504.43	700.60	875.75	1,050.90	1,233.05	
4 Cubic Yards	336.29	518.44	742.63	910.78	1,120.96	1,345.15	
Locking Bin Fee	21.16	28.21	35.26	42.31	49.37	56.42	

MAXIMUM MONTHLY COMMERCIAL & MULTI-FAMILY GREEN WASTE SERVICE RATES							
Container Size	Pickups per Week						
	1 X	2 X	3 X	4 X	5 X	6 X	
2 Cubic Yards	96.85	130.51	201.75	290.54	338.96	387.38	
3 Cubic Yards	106.53	161.40	242.11	322.81	363.17	419.66	
4 Cubic Yards	145.26	242.11	290.54	355.09	403.52	443.86	
Locking Bin Fee	21.16	28.21	35.26	42.31	49.37	56.42	
96 Gal Cart	85.11	n/a	n/a	n/a	n/a	n/a	

MAXIMUM MONTHLY COMMERCIAL & MULTI-FAMILY ORGANIC WASTE SERVICE RATES							
Container Size	Pickups per Week						
	1 X	2 X	3 X	4 X	5 X	6 X	
2 Cubic Yards	196.72	339.32	453.13	566.90	677.03	788.54	
3 Cubic Yards	212.26	351.18	480.47	602.03	723.60	849.02	
4 Cubic Yards	290.85	474.70	576.71	676.76	778.74	910.16	
96 Gal Cart	102.11	188.90	275.69	362.48	449.28	n/a	
70 Gal Cart	97.16	179.62	261.77	343.92	426.08	n/a	

Residential Consumer Price Index Rate Adjustment Calculations

Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change
Collection Service	6.81%	46%	3.13%
Disposal	1.18%	37%	0.44%
Green Waste	7.04%	17%	1.20%
Total Adjustment			4.77%

*For further details see the March 10, Valley Vista Services rate adjustment letter. This does not include the 1.5% city compliance fee.



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

9.

FROM: Alisha Farnell, City Clerk

DATE: 04/11/2022

SUBJECT: Proclaim the Week of April 10-16, 2022 as National Public Safety
Telecommunicators Week

RECOMMENDATION

Proclaim the week of April 10-16, 2022 as National Public Safety Telecommunicators Week.

DISCUSSION

Periodically the City receives requests to publicly declare, recognize, observe, or promote awareness of a special event. Routine requests submitted by City departments or partner agencies, such as West Cities Police Communications Center, are regularly added to the agenda for City Council consideration.

The City Clerk received a request from West Cities Police Communications Center (West-Comm) requesting the City Council officially proclaim the week of April 10-16, 2022 as National Public Safety Telecommunicators Week. A proclamation has been prepared for the Mayor's signature and is attached for consideration.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Proclamation

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
April 10 – 16, 2022

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers is dependent upon the quality and accuracy of information obtained from citizens who telephone the West Cities Police Communications Center; and

WHEREAS, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, the Dispatchers of the West Cities Police Communications have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, BE IT RESOLVED, that I, **PAULO M. MORALES**, Mayor of the City of Cypress, along with my fellow Council Members, do hereby proclaim the week of April 10 - 16, 2022, as **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**, in honor of the men and women whose diligence and professionalism keep our City and citizens safe.

PAULO M. MORALES
MAYOR OF THE CITY OF CYPRESS
Dated: April 11, 2022



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

10.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 04/11/2022

SUBJECT: Approve Register of Warrants, Transfers, and Wires Issued for the Period of March 12, 2022 through March 25, 2022

RECOMMENDATION

Approve the attached payment register summarized below for the period of March 12, 2022 through March 25, 2022:

- Electronic Funds Transfers 10701 through 10846
- Warrants 59011 through 59128
- Payroll Transfers W1471

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 March 12, 2022 through March 25, 2022 are \$2,048,022.52.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Payment Register for the Period 03-12-22 through 03-25-22

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10701	1480 - ARCO BUSINESS SOLUTIONS	\$ 15,108.23	Fuel/Police 2/3-3/2	NP61716501	\$ 15,108.23
10702	1480 - ARCO BUSINESS SOLUTIONS	\$ 2,462.52	Fuel/Maint 2/3-3/2	NP61716501(A)	\$ 2,462.52
10703	1480 - ARCO BUSINESS SOLUTIONS	\$ 168.30	Fuel/Admin 2/3-3/2	NP61716501(B)	\$ 168.30
10704	1480 - ARCO BUSINESS SOLUTIONS	\$ 58.50	Fuel/Engineering 2/3-3/2	NP61716501(C)	\$ 58.50
10705	1480 - ARCO BUSINESS SOLUTIONS	\$ 127.85	Fuel/CRPD 2/3-3/2	NP61716501(D)	\$ 127.85
10706	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 1,394.99	W/C Claims/Prof Svcs/#24895-24920	Reimb 3/18/22	\$ 1,394.99
10707	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 7,145.26	W/C Claims/Medical/#24895-24920	Reimb(A) 3/18/22	\$ 7,145.26
10708	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 4,792.08	W/C Claims/Perm Disability/#24895-24920	Reimb(B) 3/18/22	\$ 4,792.08
10709	1608 - ALARM PROGRAM SYSTEMS, LLC	\$ 430.20	PD Svc/Alarm Permit & False Alarm Collections 2/22	2/22	\$ 430.20
10710	128823 - PETTY CASH	\$ 100.00	Increase Cash Drawer/Recreation 3/18	3/18/22	\$ 100.00
10711	2073 - GONZALEZ, SHARON	\$ 113.40	Refund/Permit #BS-22-202	Rfd 3/18/22	\$ 113.40
10712	120801 - ICMA RETIREMENT TRUST - RHS	\$ 10,876.25	Monthly Retiree Health Savings 3/22	3/22	\$ 10,876.25
10713	961 - VANTAGEPOINT TRANSFER AGENTS-108139	\$ 1,200.00	Deferred Comp/Executive Mgmt 3/22	401a-3/22R	\$ 1,200.00
10714	1178 - UNION BANK	\$ 15.06	Book(1)/Rules of Order 1/24	0082 3/7/22	\$ 15.06
10715	1178 - UNION BANK	\$ 1,031.10	Hotel/LOCC City Manager Conference/PG 2/2-2/4	0082(A) 3/7/22	\$ 1,031.10
10716	1178 - UNION BANK	\$ 116.00	Sub/LA Times Online/PG 2/7/22-2/6/23	0082(B) 3/7/22	\$ 116.00
10717	1178 - UNION BANK	\$ 29.90	Food/Playground/Kids Night Out 1/21	0547 3/7/22	\$ 29.90
10718	1178 - UNION BANK	\$ 10.00	Reg/CPRS Recreation Leader Webinar(10) 2/5	0547(A) 3/7/22	\$ 10.00
10719	1178 - UNION BANK	\$ 17.23	Supplies/Teen Program 2/7	0547(B) 3/7/22	\$ 17.23
10720	1178 - UNION BANK	\$ 50.00	Reg/Leveraging Your Leadership Webinar/AF 3/17	0635 3/7/22	\$ 50.00
10721	1178 - UNION BANK	\$ 50.00	Reg/Ethics In Action Webinar/AF 3/24	0635(A) 3/7/22	\$ 50.00

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10722	1178 - UNION BANK	\$ 7.00			
			Supplies/Sr Center 1/18	1313 3/7/22	\$ 7.00
10723	1178 - UNION BANK	\$ 29.08			
			Supplies/Sr Center 1/20	1313(A) 3/7/22	\$ 29.08
10724	1178 - UNION BANK	\$ 574.56			
			Senior Meals(144) 1/18	1313(B) 3/7/22	\$ 574.56
10725	1178 - UNION BANK	\$ 2.04			
			Movie Rental(1)/Sr Center 1/19	1313(C) 3/7/22	\$ 2.04
10726	1178 - UNION BANK	\$ 638.40			
			Senior Meals(160) 1/25	1313(D) 3/7/22	\$ 638.40
10727	1178 - UNION BANK	\$ 16.26			
			Supplies/Sr Center 2/1	1313(E) 3/7/22	\$ 16.26
10728	1178 - UNION BANK	\$ 23.64			
			Supplies/Sr Center 2/1	1313(F) 3/7/22	\$ 23.64
10729	1178 - UNION BANK	\$ 638.40			
			Senior Meals(160) 2/1	1313(G) 3/7/22	\$ 638.40
10730	1178 - UNION BANK	\$ 1.99			
			Movie Rental(1)/Sr Center 2/2	1313(H) 3/7/22	\$ 1.99
10731	1178 - UNION BANK	\$ 13.67			
			Supplies/Sr Center 2/2	1313(I) 3/7/22	\$ 13.67
10732	1178 - UNION BANK	\$ 650.00			
			Filled Eggs(5K)/Egg Hunt 2/11	1313(J) 3/7/22	\$ 650.00
10733	1178 - UNION BANK	\$ 574.56			
			Senior Meals(144) 2/8	1313(K) 3/7/22	\$ 574.56
10734	1178 - UNION BANK	\$ 255.26			
			PD Motor Radio Mics(3)/Motor Gloves(2 Pr) 1/20	1586 3/7/22	\$ 255.26
10735	1178 - UNION BANK	\$ 71.53			
			PD Dog Food(1 Bag)/Bono 1/24	2173 3/7/22	\$ 71.53
10736	1178 - UNION BANK	\$ 658.22			
			Network Switch(1)/Lexington Park Office 1/18	2886 3/7/22	\$ 658.22
10737	1178 - UNION BANK	\$ 60.00			
			Software Maint/Windows/IT Data Center 1/13/22-1/12/23	2886(A) 3/7/22	\$ 60.00
10738	1178 - UNION BANK	\$ 79.61			
			Storage Containers(6)/IT Server Room 1/14	2886(B) 3/7/22	\$ 79.61
10739	1178 - UNION BANK	\$ 387.72			
			Outdoor WiFi Antennas(12)/Lexington Park 1/25	2886(C) 3/7/22	\$ 387.72
10740	1178 - UNION BANK	\$ 85.08			
			Power Cables(8)/PD Server Room 1/31	2886(D) 3/7/22	\$ 85.08
10741	1178 - UNION BANK	\$ 117.45			
			Power Cables(8)/PD Server Room 1/31	2886(E) 3/7/22	\$ 117.45
10742	1178 - UNION BANK	\$ 172.32			
			Adapters(8)/IT Data Center 2/2	2886(F) 3/7/22	\$ 172.32

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10743	1178 - UNION BANK	\$ 46.67	W/C Dispatch Console Parts(7) 1/18	3874 3/7/22	\$ 46.67
10744	1178 - UNION BANK	\$ 40.33	W/C 2022 Labor Law Poster(1) 1/19	3874(A) 3/7/22	\$ 40.33
10745	1178 - UNION BANK	\$ 8.70	W/C Business Analytics/Reporting Software 1/7-2/6	3874(B) 3/7/22	\$ 8.70
10746	1178 - UNION BANK	\$ 175.00	W/C Reg/De-Escalation for Dispatchers Training/JN 2/20	3874(D) 3/7/22	\$ 175.00
10747	1178 - UNION BANK	\$ 17.21	W/C Data Storage/Amazon Cloud 1/22	3874(C) 3/7/22	\$ 17.21
10748	1178 - UNION BANK	\$ 70.84	PD Dog Food(1 Bag)/Kubo 1/21	4268 3/7/22	\$ 70.84
10749	1178 - UNION BANK	\$ (65.73)	Credit/Date Stamp(1) 1/25	4519 3/7/22	\$ (65.73)
10750	1178 - UNION BANK	\$ 49.57	Engineering Date Stamp(1) 1/17	4519(A) 3/7/22	\$ 49.57
10751	1178 - UNION BANK	\$ 10.00	Sub/Box/Staff Document Review/Engineering 1/29-2/27	4595 3/7/22	\$ 10.00
10752	1178 - UNION BANK	\$ 1,500.00	Svc/Quickbase/Bldg/Public Works 2/22	4595(A) 3/7/22	\$ 1,500.00
10753	1178 - UNION BANK	\$ 916.79	Imprinted Giveaways(700)/Lexington Park Grand Opening 2/8	4729 3/7/22	\$ 916.79
10754	1178 - UNION BANK	\$ 54.93	Supplies/Lexington Park Grand Opening 1/20	5505 3/7/22	\$ 54.93
10755	1178 - UNION BANK	\$ 464.28	Imprinted Footballs(100)/Lexington Park Grand Opening 2/23	5505(A) 3/7/22	\$ 464.28
10756	1178 - UNION BANK	\$ 130.00	Dues/So CA Muni Athletic Federation Assoc/RCS 2022	5505(B) 3/7/22	\$ 130.00
10757	1178 - UNION BANK	\$ 55.92	Volleyballs(4)/Youth Sports 2/9	5505(C) 3/7/22	\$ 55.92
10758	1178 - UNION BANK	\$ 153.61	Volleyballs(8)/Net Carrying Case(1)/Youth Sports 2/14	5505(D) 3/7/22	\$ 153.61
10759	1178 - UNION BANK	\$ 908.71	Imprinted Giveaways(350)/Lexington Park Grand Opening 2/4	5505(E) 3/7/22	\$ 908.71
10760	1178 - UNION BANK	\$ 1.99	PD Sub/OneDrive/Photo Storage 1/22	5911 3/7/22	\$ 1.99
10761	1178 - UNION BANK	\$ 238.29	PD Prototype Office Signs(4) 2/15	5911(A) 3/7/22	\$ 238.29
10762	1178 - UNION BANK	\$ 44.68	PD Break Room Organizers(3) 1/22	5911(B) 3/7/22	\$ 44.68
10763	1178 - UNION BANK	\$ 25.81	PD Power Strip(1) 1/26	5911(C) 3/7/22	\$ 25.81

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10764	1178 - UNION BANK	\$ 20.99			
			PD Magnets(22) 2/3	5911(D) 3/7/22	\$ 20.99
10765	1178 - UNION BANK	\$ 16.98			
			PD Cables(2)/EOC Briefing Room 2/8	5911(E) 3/7/22	\$ 16.98
10766	1178 - UNION BANK	\$ 35.05			
			PD Supplies/Chief's Conference Room 2/8	5911(F) 3/7/22	\$ 35.05
10767	1178 - UNION BANK	\$ 6.45			
			PD Serving Tray(1) 2/9	5911(G) 3/7/22	\$ 6.45
10768	1178 - UNION BANK	\$ 299.00			
			PD Reg/Street Smart Cop/DM 2/17	6278 3/7/22	\$ 299.00
10769	1178 - UNION BANK	\$ 190.00			
			PD Reg/Search Warrant Workshop/JK 3/21-3/22	6278(A) 3/7/22	\$ 190.00
10770	1178 - UNION BANK	\$ 925.00			
			PD Reg/InTime Scheduling Solutions/MC 3/6-3/9	6278(B) 3/7/22	\$ 925.00
10771	1178 - UNION BANK	\$ 30.00			
			PD Reg/CA CLETS User Group Training/TI 3/15	6278(C) 3/7/22	\$ 30.00
10772	1178 - UNION BANK	\$ 675.95			
			Imprinted Challenge Coins(50)/Lexington Park Grand Opening 2/1	7419 3/7/22	\$ 675.95
10773	1178 - UNION BANK	\$ 8.29			
			Enlarged Photo(1)/Lexington Park Grand Opening 2/15	7419(A) 3/7/22	\$ 8.29
10774	1178 - UNION BANK	\$ 894.36			
			Hotel/Succeeding as Police Chief/MT 1/23-1/27	7454 3/7/22	\$ 894.36
10775	1178 - UNION BANK	\$ 785.92			
			PD Tactical Flashlights(3)/Rifle Adapter Loops(5)/Misc 2/8	7454(A) 3/7/22	\$ 785.92
10776	1178 - UNION BANK	\$ 78.30			
			Sub/Business Analytics/Reporting Software 2/22	7454(B) 3/7/22	\$ 78.30
10777	1178 - UNION BANK	\$ 102.36			
			PD Tactical LED Light(1) 2/7	7454(C) 3/7/22	\$ 102.36
10778	1178 - UNION BANK	\$ (258.31)			
			Refund/Hotel/CSMFO Conference/DM 2/14-2/19	7626 3/7/22	\$ (258.31)
10779	1178 - UNION BANK	\$ 475.00			
			Reg/Government Finance Officers Assoc Conference/DM 6/5-6/8	7626(A) 3/7/22	\$ 475.00
10780	1178 - UNION BANK	\$ 475.00			
			Reg/Government Finance Officers Assoc Conference/MB 6/5-6/8	7626(B) 3/7/22	\$ 475.00
10781	1178 - UNION BANK	\$ 134.69			
			MICR Toner(1)/Finance 2/1	7626(C) 3/7/22	\$ 134.69
10782	1178 - UNION BANK	\$ 148.51			
			Breakfast Meeting(7)/Executive Team 11/25	7634 3/7/22	\$ 148.51
10783	1178 - UNION BANK	\$ 78.99			
			Sub/Mailchimp Email Distribution/BS 1/22	8283 3/7/22	\$ 78.99
10784	1178 - UNION BANK	\$ 68.92			
			PD Face Masks(200) 1/18	8886 3/7/22	\$ 68.92

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10785	1178 - UNION BANK	\$ 18.25	PD Label Holders(12) 1/20	8886(A) 3/7/22	\$ 18.25
10786	1178 - UNION BANK	\$ 40.92	PD Card Readers(2) 1/18	8886(B) 3/7/22	\$ 40.92
10787	1178 - UNION BANK	\$ 253.74	PD Motorcycle Cleaner(12 Cans) 1/18	8886(C) 3/7/22	\$ 253.74
10788	1178 - UNION BANK	\$ 25.00	PD Dues/CA Assoc of Tactical Officers/MC 2022	8886(D) 3/7/22	\$ 25.00
10789	1178 - UNION BANK	\$ 24.49	PD Ink Stamp(1)/Records 1/26	8886(E) 3/7/22	\$ 24.49
10790	1178 - UNION BANK	\$ 430.88	PD Monitor Privacy Screens(8)/Records 1/25	8886(F) 3/7/22	\$ 430.88
10791	1178 - UNION BANK	\$ 19.37	PD Batteries(24) 1/24	8886(G) 3/7/22	\$ 19.37
10792	1178 - UNION BANK	\$ 53.86	PD Monitor Privacy Screen(1)/Front Counter 1/31	8886(H) 3/7/22	\$ 53.86
10793	1178 - UNION BANK	\$ 12.91	PD Organizer Baskets(10) 1/27	8886(I) 3/7/22	\$ 12.91
10794	1178 - UNION BANK	\$ 18.09	PD Batteries(24) 1/27	8886(J) 3/7/22	\$ 18.09
10795	1178 - UNION BANK	\$ 430.97	PD Evidence Tape(9 Rls)/Evidence Seals(15) 2/1	8886(K) 3/7/22	\$ 430.97
10796	1178 - UNION BANK	\$ 23.34	PD Organizer Baskets(5)/Patrol 1/31	8886(L) 3/7/22	\$ 23.34
10797	1178 - UNION BANK	\$ 23.34	PD Organizer Baskets(5)/Patrol 2/1	8886(M) 3/7/22	\$ 23.34
10798	1178 - UNION BANK	\$ 71.42	PD Office Supplies 2/3	8886(N) 3/7/22	\$ 71.42
10799	1178 - UNION BANK	\$ 30.15	PD Ink Stamp(1)/Patrol 2/8	8886(O) 3/7/22	\$ 30.15
10800	1178 - UNION BANK	\$ 63.53	PD Padlocks(8)/Radar Trailer 2/8	8886(P) 3/7/22	\$ 63.53
10801	1178 - UNION BANK	\$ 150.00	Sub/Property Data/Code Enforcement & Planning 1/22	9183 3/7/22	\$ 150.00
10802	1178 - UNION BANK	\$ 250.00	Reg/LOCC New Council Members Conference/SM 1/20-21 & 1/27-28	9656 3/7/22	\$ 250.00
10803	1178 - UNION BANK	\$ 25.81	Date Stamp(1)/City Clerk 1/27	9656(A) 3/7/22	\$ 25.81
10804	1178 - UNION BANK	\$ 65.19	Meals(8)/Chili's/Council Meeting 1/24	9656(B) 3/7/22	\$ 65.19
10805	1178 - UNION BANK	\$ 25.83	Earphones(1 Pr)/City Clerk 2/8	9656(C) 3/7/22	\$ 25.83

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10806	1178 - UNION BANK	\$ 10.61			
			Food/Council Meetings 2/8	9656(D) 3/7/22	\$ 10.61
10807	1178 - UNION BANK	\$ 14.99			
			Sub/Zoom Video Conferencing/PG 2/5-3/4	9656(E) 3/7/22	\$ 14.99
10808	1178 - UNION BANK	\$ 2.96			
			Postage/POST/PD Trainee Tests 1/27	7628 3/7/22	\$ 2.96
10809	1178 - UNION BANK	\$ 250.00			
			Dues/So CA Public Relations Council 2021-22	7628(A) 3/7/22	\$ 250.00
10810	1178 - UNION BANK	\$ 100.00			
			Reg/So CA Public Relations Council Conference/NG 2/17	7628(B) 3/7/22	\$ 100.00
10811	1178 - UNION BANK	\$ 48.48			
			2020 Employee Service Award(1) 1/19	9858 3/7/22	\$ 48.48
10812	1178 - UNION BANK	\$ 53.49			
			Erroneous Charge/Reimbursed 1/25	9858(A) 3/7/22	\$ 53.49
10813	1178 - UNION BANK	\$ 29.98			
			Sub/Zoom Video Conferencing/HR 2/8-3/7	9858(B) 3/7/22	\$ 29.98
10814	128823 - PETTY CASH	\$ 63.24			
			Food/Retirement Party/MW 9/16	52809	\$ 63.24
10815	128823 - PETTY CASH	\$ 33.94			
			Food/Retirement Party/MW 9/16	52810	\$ 33.94
10816	128823 - PETTY CASH	\$ 35.61			
			Food/Council Meeting 10/4	52811	\$ 35.61
10817	128823 - PETTY CASH	\$ 9.49			
			Food/Council Meeting 2/11	52812	\$ 9.49
10818	128823 - PETTY CASH	\$ 6.47			
			Supplies/Day Camp 7/19	53142	\$ 6.47
10819	128823 - PETTY CASH	\$ 12.39			
			Supplies/Youth Sports 8/6	53143	\$ 12.39
10820	128823 - PETTY CASH	\$ 3.23			
			Supplies/Day Camp 8/10	53144	\$ 3.23
10821	128823 - PETTY CASH	\$ 16.38			
			Food/Festival Volunteers 10/8	53145	\$ 16.38
10822	128823 - PETTY CASH	\$ 6.99			
			Calendar(1) 10/9	53146	\$ 6.99
10823	128823 - PETTY CASH	\$ 31.50			
			Food/Sr Center 11/9	53147	\$ 31.50
10824	128823 - PETTY CASH	\$ 33.99			
			Food/Sr Center 11/15	53148	\$ 33.99
10825	128823 - PETTY CASH	\$ 7.71			
			Food/Sr Center 11/10	53149	\$ 7.71
10826	128823 - PETTY CASH	\$ 33.61			
			Food/Sr Center 11/8	53150	\$ 33.61

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
10827	128823 - PETTY CASH	\$ 22.25			
			Supplies/Playground/Kids Night Out 11/29	53201	\$ 22.25
10828	128823 - PETTY CASH	\$ 4.38			
			Supplies/Sr Center 11/27	53202	\$ 4.38
10829	128823 - PETTY CASH	\$ 10.02			
			Supplies/Sr Center 11/29	53203	\$ 10.02
10830	128823 - PETTY CASH	\$ 4.38			
			Supplies/Sr Center 11/30	53204	\$ 4.38
10831	128823 - PETTY CASH	\$ 18.67			
			Supplies/Playground/Kids Night Out 12/16	53205	\$ 18.67
10832	128823 - PETTY CASH	\$ 13.04			
			Food/Playground/Kids Night Out 12/16	53206	\$ 13.04
10833	128823 - PETTY CASH	\$ 55.00			
			Svc/Dry Clean/Tablecloths(11)/Sr Center 2/10	53207	\$ 55.00
10834	128823 - PETTY CASH	\$ 40.00			
			Svc/Dry Clean/Tablecloths(8)/Sr Center 3/1	53209	\$ 40.00
10835	128823 - PETTY CASH	\$ 17.98			
			PD Food/Retirement Party/DS 7/7	53168	\$ 17.98
10836	128823 - PETTY CASH	\$ 9.02			
			PD Food/Retirement Party/DS 7/7	53169	\$ 9.02
10837	128823 - PETTY CASH	\$ 35.90			
			PD Food/Coffee with Chief 7/8	53170	\$ 35.90
10838	128823 - PETTY CASH	\$ 17.95			
			PD Food/Coffee with Chief 7/15	53171	\$ 17.95
10839	128823 - PETTY CASH	\$ 12.00			
			PD Food/Coffee with Chief 7/15	53172	\$ 12.00
10840	128823 - PETTY CASH	\$ 12.00			
			PD Food/Coffee with Chief 7/22	53173	\$ 12.00
10841	128823 - PETTY CASH	\$ 9.47			
			PD Batteries(2)/Investigations 8/3	53174	\$ 9.47
10842	128823 - PETTY CASH	\$ 3.27			
			Super Glue(1)/PD 8/17	53175	\$ 3.27
10843	128823 - PETTY CASH	\$ 53.85			
			PD Food/All Hands Meeting 8/25	53176	\$ 53.85
10844	128823 - PETTY CASH	\$ 10.00			
			PD Svc/Dry Clean Tablecloth(1)/JM 8/26	53177	\$ 10.00
10845	128823 - PETTY CASH	\$ 17.95			
			PD Food/Officer Involved Shooting Training 10/14	53178	\$ 17.95
10846	128823 - PETTY CASH	\$ 10.00			
			PD Svc/Dry Clean Tablecloth(1)/JM 10/14	53179	\$ 10.00
59011	639 - 10-8 RETROFIT, INC	\$ 191.71			
			Emergency Vehicle Lights(2) 2/7	18326	\$ 191.71

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59012	290 - AC EXCHANGE AUTO	\$ 1,324.54			
			Repair/Air Conditioner/Unit #610	048415	\$ 733.93
			Repair/Air Conditioner/Unit #615	048480	\$ 590.61
59013	991 - ADVANCED BATTERY SYSTEMS INC-ABS	\$ 635.46			
			Replace/Electric Vehicle Batteries(2)/Unit #803	1020774	\$ 635.46
59014	100723 - ALESHIRE & WYNDER, LLP	\$ 20,125.89			
			Legal Svc/City Council Matters 1/22	66246	\$ 1,215.00
			Legal Svc/Code Enforcement 1/22	66253	\$ 357.00
			Legal Svc/Councilmember Marquez Claims 1/22	66258	\$ 4,365.00
			Legal Svc/Engineering 1/22	66249	\$ 117.00
			Legal Svc/Finance 1/22	66250	\$ 136.50
			Legal Svc/General Admin 1/22	66245	\$ 4,719.53
			Legal Svc/Makkouk 1/22	66255	\$ 2,779.46
			Legal Svc/Planning 1/22	66248	\$ 253.50
			Legal Svc/Police 1/22	66252	\$ 468.00
			Legal Svc/Recreation 1/22	66251	\$ 136.50
			Legal Svc/Refuse 1/22	66254	\$ 1,642.50
			Lit Svc/Chaney 1/22	66257	\$ 2,324.90
			Lit Svc/CVRA Challenge 1/22	66256	\$ 832.50
			Lit Svc/General Admin 1/22	66247	\$ 778.50
59015	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 13,751.63			
			Crossing Guard Svc(27 Hrs)/Orange & Grindlay 2/6-2/19	75503(A)	\$ 610.47
			Crossing Guard Svc(581.21 Hrs) 2/6-2/19	75503	\$ 13,141.16
59016	1403 - ALL STAR ELITE SPORTS	\$ 1,484.24			
			Shirts/Youth(161)/Coaches(24)/Youth Sports 2/28	2751	\$ 1,484.24
59017	533 - APPLIED CONCEPTS, INC	\$ 9,496.09			
			PD Radar Trailer(1) 2/25	398215	\$ 9,496.09
59018	110860 - AT&T	\$ 819.33			
			Svc/Internet 2/22	17842260	\$ 819.33
59019	110860 - AT&T	\$ 4.76			
			2481347232-Admin Phone Svc 3/22	3/22	\$ 4.76
59020	110860 - AT&T	\$ 3,553.81			
			9391033694-PW Phone Svc 2/22	2/22(I)	\$ 167.08
			9391033695-Civic Center Phone Svc 2/22	2/22(G)	\$ 25.18
			9391033698-PW Phone Svc 2/22	2/22(H)	\$ 25.48
			Phone Svc/Multi-Line 2/13-3/12	2/13/22-3/12/22	\$ 3,336.07
59021	110860 - AT&T	\$ 8.56			
			East Wing Fax Line 2/22	2/22(J)	\$ 8.56
59022	252 - AUTO ZONE, INC	\$ 164.42			
			Mini Light Bulbs(3) 2/22	5521418312	\$ 24.53
			Wiper Blades(6)/Oil Pressure Switch(1) 2/24	5521441581	\$ 139.89

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59023	1594 - BARRY ANINAG INVESTIGATIONS, LLC MARLON BARRY ANIN	\$ 4,767.50	PD Svc/IA Investigation/IA#2021-0115 12/2-2/15	22-01	\$ 4,767.50
59024	630 - BATTERY SYSTEMS INC	\$ 385.42	Vehicle Batteries(3) 2/4	7362685	\$ 385.42
59025	1260 - BLECKERT'S DIESEL REPAIR, INC	\$ 150.00	Svc/Diagnose Fuel Injection Pump/Unit #120	30516	\$ 150.00
59026	705 - BOA ARCHITECTURE	\$ 20,250.00	Design/HVAC Replacement/Community Center 2/22	21-2953-1	\$ 20,250.00
59027	866 - C3 OFFICE SOLUTIONS	\$ 6.26	W/C Copier Svc/Supplies 2/22	INV143986	\$ 6.26
59028	103141 - CA FORENSIC PHLEBOTOMY, INC	\$ 223.30	PD Blood/Alcohol Tests(2) 1/22	1857	\$ 223.30
59029	111882 - CALIFORNIA YELLOW CAB CORP	\$ 209.00	Taxi Voucher Program/Sr Center 1/22	1501022	\$ 209.00
59030	103016 - CAMERON WELDING CO	\$ 64.00	Cylinder Charges 2/22	09235431	\$ 64.00
59031	1066 - CHUSHINKAN DOJO	\$ 169.00	Instruct/Aikido & Iaido 1/3-4/9	4/9/22	\$ 169.00
59032	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 15,000.00	Svc/CA Voter Rights Act/Community Outreach 2/22	2203-054	\$ 15,000.00
59033	1617 - CONTROL AIR ENTERPRISES LLC	\$ 11,507.95	Replace/HVAC Fan Contactor/City Hall 12/10	3070574Reissue	\$ 475.50
			Replace/HVAC Supply Fan Contactor/City Hall 1/4	3070946	\$ 966.28
			Svc/Diagnose HVAC Failure/Sr Center 11/18	3070199	\$ 782.17
			Svc/Diagnose HVAC Return Fan/Sr Center 1/19	3071258	\$ 382.50
			Svc/Diagnose/HVAC Alarm/Sr Center 12/8	3070532Reissue	\$ 382.50
			Svc/HVAC Preventative Maint/City Hall & Council Chambers 11/19	3070126	\$ 4,299.00
			Svc/HVAC Preventative Maint/Comm Center 12/8	3070573Reissue	\$ 869.00
			Svc/HVAC Preventative Maint/Maint Yard 11/18	3070106	\$ 1,601.00
			Svc/HVAC Preventative Maint/Sr Center 12/8	3070571Reissue	\$ 1,750.00
59034	115003 - COUNTY OF ORANGE	\$ 1,928.00	PD Svc/Automated Fingerprint Identification System 3/22	SH61572	\$ 1,928.00
59035	115003 - COUNTY OF ORANGE	\$ 1,104.51	PD Svc/OC Automated Telecommunication System 2/22	SH61526	\$ 1,104.51
59036	2046 - DANA SAFETY SUPPLY CORP	\$ 600.00	Remove/PD Upfitting Equipment/Unit #611	772649	\$ 600.00
59037	1622 - DANIELS TIRE SERVICE, INC	\$ 736.06	Vehicle Tires(5) 1/13	200435884	\$ 736.06
59038	1083 - DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC	\$ 5,005.80	Design/Katella Ave Median Restoration 1/22	422218	\$ 5,005.80

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59039	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 699.00			
			Svc/Fingerprints(1)/City 2/22	566962	\$ 32.00
			Svc/Fingerprints(7)/Recreation 2/22	566962(A)	\$ 224.00
			Svc/Fingerprints(9)/PD 2/22	566962(B)	\$ 443.00
59040	1158 - DIRECTV	\$ 175.99			
			W/C Svc/Satellite TV 2/25-3/24	066762204X220226	\$ 175.99
59041	755 - DOMEN LAWNMOWER	\$ 243.63			
			Axes(2)/Tree Pruner(1)/Scabbard(1) 2/22	170067	\$ 157.19
			Saw Blades(2)/Chain(1) 2/22	170067(A)	\$ 86.44
59042	2013 - E-Z AUTOMATED SYSTEMS, INC	\$ 240.25			
			Credit/Travel Time Overcharge(.5 Hr) 11/29	0104022CM	\$ (44.50)
			Svc/Door Sensor Adjustment/Sr Center 11/29	0031527	\$ 284.75
59043	1296 - EDCO CNG	\$ 1,876.27			
			Natural Gas(339.24 Gls)/Sweepers(2)/Sewer Truck(1) 2/16-2/28	2282022-6	\$ 721.56
			Natural Gas(542.88 Gls)/Sweepers(2)/Sewer Truck(1) 2/1-2/15	2152022-6	\$ 1,154.71
59044	1488 - ENTERPRISE HOLDINGS INC	\$ 5,116.02			
			PD Rental Car(1) 11/8-2/1	29217680	\$ 2,258.11
			PD Rental Car(1) 11/9-2/25	29217680(A)	\$ 2,857.91
59045	1169 - EVER AFTER EVENT PRODUCTIONS, LLC	\$ 1,779.70			
			Instruct/Specialty Dance 2/15-3/16	3/16/22	\$ 1,779.70
59046	104530 - EXPERIAN	\$ 78.92			
			PD Credit Reports 2/22	CD2211003719	\$ 78.92
59047	1115 - FRONTIER	\$ 2,048.46			
			W/C Phone Svc/5627955413 3/22	3/22(B)	\$ 1,757.42
			W/C Svc/Circuit Line 2/13-3/12	2/13/22-3/12/22	\$ 291.04
59048	119018 - GOLDEN STATE WATER COMPANY	\$ 16,784.20			
			Svc/Parks Landscaping 2/22	2/22(A)	\$ 2,702.91
			Svc/Parkway Maint 2/22	2/22(C)	\$ 13,479.40
			Svc/Sr Center 2/22	2/22	\$ 150.03
			Svc/Storm Drain 2/22	2/22(B)	\$ 451.86
59049	104964 - GORM INC	\$ 178.74			
			Degreaser(12 Gls) 1/31	304019	\$ 178.74
59050	977 - GRANT, PETER	\$ 402.48			
			Mileage/LOCC City Manager Conference 2/2-2/4	Reimb 3/18/22	\$ 402.48

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59051	110049 - GREAT SCOTT TREE SERVICE INC	\$ 35,684.90			
			Remove/Trim Tree(1)/Right of Way 2/11	45593	\$ 855.00
			Svc/Trim Trees(108)/Right of Way 2/9	45588	\$ 4,760.00
			Svc/Trim Trees(123)/Right of Way 2/28	45598	\$ 6,110.00
			Svc/Trim Trees(125)/Right of Way 2/16	45592	\$ 6,079.90
			Svc/Trim Trees(125)/Right of Way 2/22	45596	\$ 6,170.00
			Svc/Trim Trees(58)/Right of Way 2/17	45595	\$ 2,740.00
			Svc/Trim Trees(77)/Evergreen Park 2/15	45594	\$ 4,600.00
			Svc/Trim Trees(80)/Right of Way 3/7	45640	\$ 3,920.00
			Svc/Trim Trees(9)/Right of Way 2/28	45599	\$ 450.00
59052	1018 - GREEN HALO SYSTEMS INC-WASTETRACKING.COM	\$ 246.00			
			Svc/Waste Tracking System 2/22	3477	\$ 246.00
59053	103008 - HARTZOG & CRABILL	\$ 1,890.00			
			Svc/Monitor Traffic Signals 1/22	22-0077	\$ 1,890.00
59054	128739 - HOME DEPOT CREDIT SVC-MAINT	\$ 3,831.96			
			Supplies/Maint 1/22	3/18/22	\$ 3,831.96
59055	109117 - INSTANT SIGNS CYPRESS LLC	\$ 737.44			
			Magnetic Door Signs(3) 2/28	2841	\$ 737.44
59056	103024 - JHM & CARSON SUPPLY	\$ 305.41			
			Backflow Testing Parts(5) 2/23	74755/3	\$ 64.57
			Channel Lock Pliers(1) 2/7	74302/3(A)	\$ 14.41
			Sprinkler Head Covers(60)/Couplings(50) 2/7	74302/3	\$ 226.43
59057	1316 - JR GREASE SERVICE	\$ 850.00			
			Svc/Clean Grease Trap/Comm Center 2/15	36122	\$ 425.00
			Svc/Clean Grease Trap/Sr Center 2/15	36121	\$ 425.00
59058	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 1,030.23			
			PD Copier Paper(100 Rms) 3/9	10884539	\$ 840.72
			Specialty Paper(7.5 Rms) 3/4	10880481	\$ 189.51
59059	7 - LACAL EQUIPMENT, INC	\$ 600.12			
			Sweeper Cylinder(1)/Flange Yoke(1)/Misc 2/15	0359696IN	\$ 600.12
59060	336 - LEXISNEXIS RISK DATA MANAGEMENT, INC	\$ 300.00			
			PD Svc/Database 2/22	1538745-20220228	\$ 300.00
59061	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	\$ 227.56			
			Replace/Battery/Motor Unit #663	42717	\$ 227.56
59062	130198 - LOS ANGELES TRUCK CENTERS, LLC-LA FREIGHTLINER	\$ 96.78			
			Replace/Air Line Fittings(4)/Sweeper Unit #137	XA210706858:01	\$ 96.78
59063	111271 - MAR-CO EQUIPMENT CO	\$ 1,890.72			
			Sweeper Clamps(2) 3/2	184313	\$ 55.37
			Sweeper Filter(1)/Filter Elements(2) 2/3	183735	\$ 386.40
			Sweeper Filter(1)/Plug Wire(1) 3/1	184229	\$ 197.55
			Sweeper Hub Broom(1) 1/19	183354	\$ 693.91
			Sweeper Tailpipe(1)/Bolts(5)/Clamps(2)/Misc 2/18	184062	\$ 557.49

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59064	1973 - MARINA LANDSCAPE, INC	\$ 855.00			
			Construct/Katella Ave Median Restoration 2/22	152116-05	\$ 855.00
59065	113056 - MCMASTER CARR SUPPLY CO	\$ 762.03			
			Door Weather Seal(7 Ft)/Maint Yard 2/4	72430067	\$ 107.86
			Screws(640)/Washers(350)/Misc 2/11	72821622	\$ 654.17
59066	1947 - MICHAEL BALLIET CONSULTING, LLC	\$ 6,315.00			
			Consult/Solid Waste Program 1/8-2/15	1383-2122-09	\$ 6,315.00
59067	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	\$ 44.00			
			PD Svc/Shooting Range(2) 2/17	1665	\$ 44.00
59068	80 - MORRIS, LETICIA	\$ 183.30			
			Instruct/Zumba Gold 2/3-2/24	2/22	\$ 183.30
59069	129801 - MUTUAL LIQUID GAS & EQUIP	\$ 2,981.17			
			Propane(210 Gls) 10/26	559706	\$ 636.65
			Propane(225 Gls) 12/7	567900	\$ 611.44
			Propane(290 Gls) 11/16	563803	\$ 824.95
			Propane(300 Gls) 2/1	578845	\$ 878.13
			Rent/Propane Tank 3/1/22-5/31/22	22340	\$ 30.00
59070	1445 - MVP SECURITY SYSTEMS, INC.	\$ 850.00			
			Svc/Monitor Planned Power Outage/Civic Center 10/13	1818	\$ 850.00
59071	129724 - NAPA AUTO PARTS/SO CAL AUTO & TRUCK PARTS INC	\$ 1,035.72			
			Brake Rotors(4)/Oil Filters(2)/Misc 2/8	405294	\$ 640.18
			Flex Head Wrenches(7)/Wrench Extensions(5)/Misc 2/9	405405	\$ 164.29
			Fuel Shut Off Valve(1) 2/1	404834	\$ 7.47
			Ratchet Wrenches(4) 2/9	405405(A)	\$ 176.71
			Replace/Mud Flaps(2)/Unit #162	407135	\$ 47.07
59072	1597 - NEXXSOL CORPORATION	\$ 136.90			
			Sub/Acrobat Pro/GC & JG 2/14/22-2/14/23	3059	\$ 136.90
59073	116455 - O H CASEY INC	\$ 510.00			
			Svc/Porta-Pottie(1)/Tennis Courts 2/8-3/17	0001384312	\$ 510.00
59074	672 - O'REILLY AUTO PARTS	\$ 780.21			
			Plugs(8)/Distributor Cap(1)/Rotor(1)/Misc 2/24	3078-306659	\$ 167.13
			Replace/Coil/Spark Plugs(8)/Unit #143	3078-303549	\$ 198.87
			Replace/Governor/Unit #162	3078-304967	\$ 23.40
			Replace/Ignition Coil/Spark Plugs(6)/Unit #149	3078-308037	\$ 87.50
			Suspension Control Arms(2) 3/3	3078-308156	\$ 197.74
			Tub(1)/Shop Seat(1) 2/7	3078-302700	\$ 105.57
59075	2050 - ON DECK SPORTS PROMOUNDS INC	\$ 771.72			
			Home Plates(2)/Drag Mat Teeth(1 Set)/Pitching Rubbers(2) 2/16	INV159933	\$ 771.72
59076	122725 - ORANGE COUNTY SANITATION DISTRICT	\$ 258,986.52			
			Sewer Connect Fees 1/22	1/22	\$ 15,114.87
			Sewer Connect Fees 2/22	2/22	\$ 243,871.65

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59077	828 - PACIFIC RIM AUTOMATION INC	\$ 1,250.00			
			Svc/Maint/Pump Station Monitoring System 2/2	10092	\$ 625.00
			Svc/Update/Pump Station Monitoring System 2/1	10103	\$ 625.00
59078	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH	\$ 452.61			
			Svc/Car Wash/PD(41) 1/22	2142	\$ 452.61
59079	177 - PENNER PARTITIONS, INC	\$ 250.00			
			Restroom Door Hardware(2 Sets)/Veterans Park 3/8	36153	\$ 250.00
59080	2063 - PETER W DUNBAR	\$ 2,554.61			
			PD Svc/Strategic Planning 2/23	CYPD1	\$ 2,554.61
59081	254 - QUALITY CODE PUBLISHING, LLC	\$ 1,494.60			
			Svc/Codification Updates/Muni-Code 2/23	2022-43	\$ 1,494.60
59082	580 - R.J. NOBLE COMPANY	\$ 673,511.14			
			Construct/Arterial Street Rehab 2/22	208319	\$ 673,511.14
59083	1216 - REC1-CIVICPLUS, INC	\$ 166.84			
			Fee/Online Credit Card Transaction 2/22	222827	\$ 166.84
59084	1992 - RONDA VOORHEES	\$ 185.60			
			Instruct/Online Art 1/5-1/28	1/28/22	\$ 25.60
			Instruct/Private Piano 11/30-2/28	2/28/22	\$ 160.00
59085	1469 - ROTARY CLUB OF CYPRESS	\$ 300.00			
			Refund/Facility Deposit/Contract #5079	Rfd 3/18/22	\$ 300.00
59086	2031 - SDI PRESENCE LLC	\$ 2,316.21			
			W/C Svc/Monitor IT/CAD System 2/22	8754	\$ 2,316.21
59087	130328 - SHOETERIA	\$ 255.15			
			Credit/Safety Shoes(1)/KJones 1/31	0030728CM	\$ (94.85)
			Safety Shoes(1)/KJones 12/30	0029129IN(A)	\$ 250.00
			Safety Shoes(1)/KTruong 2/23	0030950IN	\$ 100.00
59088	1181 - SITE ONE LANDSCAPE SUPPLY, LLC	\$ 60.64			
			Fine Compost(2 CY)/Oak Knoll Park 2/2	116018976-001	\$ 60.64
59089	119051 - SMART & FINAL (REC & PARKS)	\$ 94.66			
			Food/Playground/Kids Night Out 2/17	20014301	\$ 16.56
			Supplies/Sr Center 2/15	20015803	\$ 35.01
			Supplies/Sr Center 2/8	20015301	\$ 43.09
59090	108459 - SMART & FINAL-POLICE ACCT	\$ 180.66			
			Food/PD Soft Opening 2/23	013801	\$ 24.07
			Supplies/PD Breakroom 2/8	010701	\$ 156.59
59091	119016 - SO CAL EDISON	\$ 87,914.41			
			700134894611 - Svc/Traffic Signal 2/22	2/22(B)	\$ 78.77
			700351486618 Svc/Willow Park 2/22	2/22(C)	\$ 337.49
			700370018870 - Svc/Traffic Signal 2/22	2/22(A)	\$ 97.21
			700428641933 Svc/Mackay Park 2/22	2/22	\$ 116.42
			Svc/Citywide 1/13-2/10	1/13/22-2/10/22	\$ 87,284.52

City of Cypress
Payment Register
03/12/22-03/25/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59092	119017 - SO CAL GAS CO	\$ 2,881.64			
			00840909006 Svc/Comm Center 2/22	2/22(E)	\$ 872.52
			08610884002 Svc/AC Park 2/22	2/22(D)	\$ 44.63
			12600890003 Svc/Maint Yard 2/22	2/22(C)	\$ 290.79
			13230923008 Svc/Storm Drain 2/22	2/22(H)	\$ 14.79
			18690942000 Svc/Sr Center 2/22	2/22(F)	\$ 210.66
			19530910009 Svc/City Hall 2/22	2/22(G)	\$ 1,448.25
59093	543 - SORVILLO, BRYAN	\$ 9,530.50			
			Instruct/Group Tennis 2/14-3/25	3/25/22	\$ 8,690.50
			Instruct/Private Tennis Lessons 2/22	2/22	\$ 840.00
59094	1591 - SOUTHERN CALIFORNIA NEWS GROUP	\$ 1,230.70			
			Pub Notice/State Controller's Report FYE 6/30/21	0011516576	\$ 1,230.70
59095	125888 - SPARKLETTS	\$ 247.32			
			Comm Center Bottled Water 2/22	4104724 2/22	\$ 16.64
			Maint Bottled Water 1/22	4106666 1/22	\$ 51.42
			Maint Bottled Water 2/22	4106666 2/22	\$ 54.98
			PD Bottled Water 2/22	4104648 2/22	\$ 75.40
			Print Shop Bottled Water 2/22	4105217 2/22	\$ 7.80
			Sr Center Bottled Water 2/22	4104716 2/22	\$ 8.84
			W/C Bottled Water 2/22	4089647 2/22	\$ 32.24
59096	1604 - SPEEDY FIX INC	\$ 5,794.05			
			Construct/Park Enhancements 2/22	5-2/22	\$ 5,794.05
59097	119024 - STATE COMP INSURANCE FUND	\$ 934.16			
			W/C Workers Comp Insurance 2/28-3/30	1000257994	\$ 934.16
59098	122963 - STERICYCLE INC	\$ 41.27			
			PD Med Waste Removal 3/22	3005914412	\$ 41.27
59099	1810 - STRAUS, BROOKE	\$ 48.09			
			Mileage/Community Events 1/1-2/28	Reimb 3/18/22	\$ 48.09
59100	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	\$ 6,160.00			
			Svc/Graffiti Removal/Streets & Parks 2/22	17262	\$ 6,160.00
59101	1348 - SUPPLY SOLUTIONS-SIGNAL HILL AUTO ENTERPRISES, INC	\$ 851.31			
			Trash Can Liners(2K) 1/26	019331	\$ 851.31
59102	1133 - SWAGIT PRODUCTIONS, LLC	\$ 695.00			
			Svc/Video Stream/Council Meeting 2/22	19905	\$ 695.00
59103	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,000.00			
			PD Svc/Employee Counseling 2/22	81573	\$ 1,000.00
59104	851 - THE UPS STORE, #5882	\$ 360.00			
			Svc/Fingerprints(1)/City 2/22	3/2/2022	\$ 20.00
			Svc/Fingerprints(10)/Rec Volunteers 2/22	3/2/2022(B)	\$ 200.00
			Svc/Fingerprints(7)/Recreation 2/22	3/2/2022(A)	\$ 140.00

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59105	109042 - TIME WARNER CABLE/SPECTRUM	\$ 625.97			
			Svc/Cable/Council Chambers 3/10-4/9	3/10/22-4/9/22	\$ 110.97
			W/C Svc/Internet 3/1-3/30	0307955030122	\$ 515.00
59106	130138 - TIMNEY, MATTHEW	\$ 132.00			
			Advance/Becoming a Police Chief 3/28-3/31	Adv 3/28-3/31	\$ 132.00
59107	110602 - TK ELEVATOR CORP THYSSENKRUPP ELEVATOR	\$ 793.00			
			Svc/Hydraulic Elevator Test 9/20	6000538826	\$ 793.00
59108	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	\$ 1,755.00			
			Svc/Clear Main Plumbing Line/Civic Center 11/24	49856	\$ 725.00
			Svc/Clear Plumbing Clog/PD Temporary Trailer 12/1	49816	\$ 815.00
			Svc/Clear Sink Clog/Sr Center Restroom 2/1	50955	\$ 215.00
59109	105052 - TOPAZ ALARM CORP.	\$ 60.00			
			Monitor Pumps 3/22	138392	\$ 60.00
59110	591 - TRC-VALI COOPER AND ASSOCIATES, INC	\$ 2,039.00			
			Inspect/Arterial Street Rehab 1/22	35980	\$ 2,039.00
59111	2070 - TWIST AND SHOUT EVENTS, INC	\$ 75.00			
			Svc/Balloon Artist/Lexington Park Grand Opening 3/12	046271061892989	\$ 75.00
59112	127207 - UNDERGROUND SVS ALERT OF SO CA	\$ 142.00			
			Svc/DigAlert Tickets 2/22	220220210	\$ 142.00
59113	1139 - UNIFIRST CORP	\$ 839.62			
			Uniforms/Mats/Mops/Towels 1/22	1/22	\$ 396.67
			Uniforms/Mats/Mops/Towels 2/22	2/22	\$ 442.95
59114	100308 - UNITED MAINTENANCE SYSTEMS	\$ 18,999.00			
			Svc/Janitorial/Citywide 2/22	15141	\$ 5,286.50
			Svc/Janitorial/Park & Rec Facilities 2/22	15143	\$ 7,980.00
			Svc/Janitorial/Park Restrooms(7) 2/22	15142	\$ 4,945.50
			Svc/Weekend Enhanced Cleaning/PD 2/22	15144	\$ 787.00
59115	2072 - VELASCO, ALICIA	\$ 239.88			
			Reimb/Sub/LinkedIn Learning Premium/Comm Dev 11/13/21-11/13/22	Reimb 3/18/22	\$ 239.88
59116	1812 - VERONICA TAM & ASSOCIATES	\$ 4,600.00			
			Consult/Housing Element/Full Scope 1/22	3045	\$ 4,600.00
59117	129522 - WALTERS WHOLESALE ELECTRIC	\$ 140.63			
			Breakers(2)/Electrical Tester(1) 1/19	S119828787.001	\$ 140.63
59118	1341 - WESTERN AUDIO VISUAL	\$ 6,010.65			
			Maint/Audio-Visual System/Council Chambers 3/2/22-3/1/23	16341	\$ 6,010.65
59119	1962 - WEX HEALTH INC-WEX	\$ 93.75			
			Admin Fee/FSA 2/22	0001492764IN	\$ 93.75
59120	101980 - WORTHINGTON FORD	\$ 1,940.28			
			Alternator(1)/Sensors(2)/Handle(1) 1/5	5136327	\$ 458.15
			Replace/Converter/Unit #665	5135241	\$ 475.90
			Replace/Transmission/Unit #604	122283/1	\$ 800.00
			Wheel Assembly(2)/Bolts(4)/Hose(1)/Misc 1/19	5137353	\$ 206.23

**City of Cypress
Payment Register
03/12/22-03/25/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59121	0 - CHAN, ROYER	\$ 40.00	Refund/Citation #CP466630	Rfd 3/18/22	\$ 40.00
59122	0 - LEFORT, LUIS	\$ 1,000.00	Refund/Recycling Deposit	Rfd 3/18/22	\$ 1,000.00
59123	0 - WANTUCH, ANDREW	\$ 40.00	Refund/Citation #CP464773	Rfd 3/18/22	\$ 40.00
59124	100870 - POSTMASTER -CYPRESS POST OFFICE	\$ 4,000.00	Postage/City & Recreation Newsletter 4/22 & 6/22	3/21/22	\$ 4,000.00
59125	129724 - NAPA AUTO PARTS/SO CAL AUTO & TRUCK PARTS INC	\$ 310.47	Brake Rotors(2)/Oil(13 Qts)/Oil Filters(6) 9/16	394744	\$ 301.80
			Credit/Oil Filter(1) 9/16	394769	\$ (0.95)
			Oil Filter(1)/Cap(1) 9/27	395452	\$ 9.62
59126	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
59127	119018 - GOLDEN STATE WATER COMPANY	\$ 11,319.17	Reissue Ck #58686 10/21	Reissue(A) 10/21	\$ 3,056.83
			Reissue Ck #58686 10/21	Reissue(B) 10/21	\$ 872.83
			Reissue Ck #58686 10/21	Reissue(C) 10/21	\$ 4,390.19
			Reissue Ck #58686 10/21	Reissue(D) 10/21	\$ 826.98
			Reissue Ck #58686 11/21	Reissue(E) 11/21	\$ 1,749.62
			Reissue Ck #58686 11/21	Reissue(F) 11/21	\$ 143.58
			Reissue Ck #58686 11/21	Reissue(G) 11/21	\$ 279.14
59128	100870 - POSTMASTER -CYPRESS POST OFFICE	\$ 2,839.00	Postage/City Organics Program Postcards(16.7K)	3/24/22	\$ 2,839.00
57984	129724 - NAPA AUTO PARTS/ALAMITOS AUTO PARTS	\$ (310.47)	Brake Rotors(2)/Oil(13 Qts)/Oil Filters(6) 9/16	394744	\$ (301.80)
			Credit/Oil Filter(1) 9/16	394769	\$ 0.95
			Oil Filter(1)/Cap(1) 9/27	395452	\$ (9.62)
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)
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)

City of Cypress
Payment Register
03/12/22-03/25/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
Total EFTs		\$ 63,631.99			\$ 63,631.99
Total Warrants		1,311,841.25			1,311,841.25
Transfer to Payroll (W1471)		672,549.28	Payroll 03/04/22-03/18/22		672,549.28
Grand Totals		\$ 2,048,022.52			\$ 2,048,022.52



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

11.

FROM: Peter Grant, City Manager

DATE: 04/11/2022

SUBJECT: Receive a Presentation on the Cypress Citizens Academy

RECOMMENDATION

Receive a presentation on the Cypress Citizens Academy.

DISCUSSION

The City Council's Strategic Plan includes an objective for the City Manager to present a community leadership program to educate and develop current and future leaders to the City Council. The initiative is modeled after programs in La Palma, Tustin, Carlsbad, Manhattan Beach, Redondo Beach and South San Francisco.

The Cypress Citizens Academy's goal is to provide residents and business owners an engaging program that opens the doors of local government and provides participants with a behind-the-scenes look at the City of Cypress' operations and encourages community involvement, networking and community service. It is designed for residents and business owners who want to learn about local government and play an active and constructive role in our community. The Academy is free and participants will enjoy dinner from a different Cypress restaurant each week.

Meetings will feature hands-on activities with our Police, Public Works and Recreation and Community Services departments and Orange County Fire Authority. Other sessions will focus on the business of running Cypress' municipal corporation, municipal law, elections, the City Council, and information regarding commissions and volunteer opportunities. We are committed to providing each participant with a valuable and enriching experience.

Participants will learn how decisions are made, how city resources are allocated and how departments operate; meet the Mayor and Council Members, the City Manager, and department directors; and discuss important issues such as planning, public safety, city finances, and more.

Classes will meet Tuesday evenings in June and July and the Academy is expected to run between five and eight weeks (including welcome and graduation celebrations). All meetings will be in-person and to ensure a collegial, hands-on experience, class size will be limited.

Participants must be interested in enhancing the community and developing their leadership skills; be a Cypress resident or business owner (16 years or older); complete an application; and commit to attending Academy sessions. The program will be promoted through the city's social media channels, website, email newsletter and in our facilities.

An sample schedule and academy applications from the cities of La Palma and Carlsbad are attached.

BUDGET IMPACT

The proposed FY 2022-23 Budget will include \$10,000 for program promotion and operation.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Sample Schedule
Other City Academy Applications

SAMPLE
Citizens Academy Schedule

Week1 <i>Council Chambers</i>	Welcome & Orientation Overview & City Manager's Office
Week 2 <i>Council Chambers</i>	Finance, City Clerk & City Attorney
Week 3 <i>Public Works Yard</i>	Public Works, Engineering Planning & Building
Week 4 <i>Police department</i>	Police, Orange County Fire Authority & Emergency Preparedness
Week 5 <i>Lexington Park</i>	Recreation & Community Services
Week 6 <i>Council Chambers</i>	City Council & Elections Graduation Celebration
August 22	Recognition at City Council meeting



Form Center

My Forms

La Palma Citizen Academy

Save Progress

First Name*

Last Name*

Address (Must be a La Palma resident)*

Email Address*

Phone Number*

Please list any local service clubs or other community groups/organization you belong to. If none, put N/A.*

Do you have any questions or comments about the program or specific topics you would addressed during the academy?

protected by reCAPTCHA
[Privacy](#) - [Terms](#)

* indicates a required field



Program Application

The City of Carlsbad Citizens Academy is a free, seven-week program designed to help Carlsbad residents learn about their city government. The Citizens Academy is offered twice a year, with most sessions being held on consecutive Thursday evenings. Each week diverse topics such as Policy & Leadership, Community Services, Public Safety, Administrative Services and Public Works will be presented by experts within the city. Applicant Reminders:

- The Citizens Academy is provided for Carlsbad residents
- Applications and required forms need to be submitted prior to participation
- Accepted applications will receive confirmation of enrollment from city staff
- Applicants need to be 15 years or older
- Substitute attendees are not allowed

DATE:		EMAIL:	
NAME:			
ADDRESS:		CARLSBAD, CA	ZIP:
PHONE:		CELL:	

Only your name and the information below will be shared with fellow attendees and staff.

Briefly tell us about yourself:

Community activities:

Are you currently on a City of Carlsbad Board, Commission or Committee? If so, which one?

Please return completed application to:

Carlsbad Citizens Academy
City Council Office
1200 Carlsbad Village Drive
Carlsbad, CA 92008

Phone: 442-339-2800
Fax: 760-721-9461
Email: council@carlsbadca.gov



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

12.

FROM: Frances Marquez, Council Member

DATE: 04/11/2022

SUBJECT: Discuss Placing an Item on a Future Agenda to Take a Closer Look at the Termination Clauses in the Valley Vista Contract

RECOMMENDATION

Discuss and provide direction.

DISCUSSION

At the March 28 City Council meeting, Council Member Marquez requested the City Council consider placing an item on a future agenda to "take a closer look at the termination clauses in the Valley Vista contract."

The solid waste franchise agreement with Valley Vista Services is available on the website by navigating to Departments > Public Works> Trash & Recycling or by following this link <https://www.cypressca.org/departments/public-works/trash-recycling>. The relevant section of the agreement is Article 13, which begins on page 118.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager
